

Mail Service Contract

Version 2023.1

The present contract (the "Contract") is entered into between the company Gandi as identified in the General Terms and Conditions of Service (hereinafter referred to as "Gandi"), and the Organization, wishing to activate the Mail Service, acting in its own name as Owner Contact or in the name and on behalf of the Owner Contact (hereinafter referred to as the "Client", "You", or "Your").

Preamble

Any customer who owns a valid domain name at Gandi may subscribe to a mailbox service (hereinafter the "Mail Service" or "Service").

The provisions of the Contract, which You accept upon activation of the Mail Service, specify the terms of use of said Service.

Article 1. Purpose

The rights and obligations of the Parties relating to Mail Service shall be governed by the provisions of this Contract and the provisions of the General Terms and Conditions of Services which are completed by this Contract.

The terms used in this Contract, beginning with a capital letter, have the meaning given to them in the General Terms and Conditions of Services, unless specifically defined in this Contract.

In the event of any conflict between this Contract and the General Terms and Conditions of Service, the provisions of the Contract shall prevail.

Article 2. Description of the Service

The Mail Service consists of two offers:

The Standard offer: the Quota allocated for each mailbox is 10 GB.

The Premium offer: the Quota allocated for each mailbox is 50 GB.

The features and technical limitations of the Mail Service are detailed on [Our Website](#) before activating the Mail Service.

The technical limitations include, but are not limited to, Quota, attachment size and the number of emails that can be sent or received in a given time period. Any use or sending of emails beyond the technical limitations of the Service and any circumvention or attempt to circumvent these limitations is prohibited in particular to preserve the stability of the system, which You acknowledge to have accepted.

Article 3. Activation of the Mail Service - right of withdrawal

3.1 The Mail Service is activated upon validation of full payment, depending on the payment method selected for the Service. Upon validation of full payment for the Mail Service, you have an unconfigured mailbox corresponding to the offer selected when you subscribed to the Service. You can finalize the configuration of your mailbox at any time by associating an address and a password according to the methods detailed in Article 4.

3.2 Right of withdrawal

You have a period of fourteen calendar days to exercise your right of withdrawal from the subscription date, as long as you have not finalized the configuration of your mailbox.

To exercise your right of withdrawal, you can click in your User Account on "Release unconfigured mailboxes". In case you exercise your right of withdrawal, the Mail Service fee will be automatically refunded on your Prepaid Account.

Article 4. Creation and configuration of Mailboxes

4.1. Your User Account allows You, independently, under Your full responsibility:

- to activate, modify and terminate the Mail Service;
- to create, delete, modify and / or purge all or part of the mailboxes;
- to grant mailbox configuration rights to any person whose User Account is attached to the Organization that owns the domain name;
- to modify the password(s) associated with the mailboxes;
- to configure the mailboxes.

The mailboxes addresses necessarily correspond to the domain name they are associated with. They will necessarily respect the following format: "email.address@domain-name.tld".

The choice of each address and alias and their use is carried out under Your full and entire responsibility, in accordance with the General Terms and Conditions of Services, this Contract and the rights of third parties.

4.2. Mailboxes configuration

Once Your mailbox has been created, it is your responsibility to perform any setup of the Mail Service in accordance with the characteristics and limitations of the Service.

A documentation is at your disposal on [Our Website](#) to help you configure Your mailboxes in full autonomy. In case of difficulty, You can contact Our support team by filling in the form provided for this purpose on Our Website, at <https://help.gandi.net/en/contact>.

4.3. Access to the Service by Mail User

When creating a mailbox, an identifier and a password must be entered (defined together as a "Mail User"). The Mail User, associated with one or more mailboxes, is used to authenticate the user of the mailbox to which it corresponds.

You may grant rights to use Your Mail Service to any person of your choice and create mailboxes for that purpose.

Mail Users shall respect the obligations of the Contract and the technical limitations, under Your full and entire responsibility.

Mail Users do not have access to Your User Account.

You shall choose for each creation of a Mail User a password offering a sufficient level of security (consisting of at least 8 characters, numbers and symbols) and ensure the confidentiality of each password, strictly personal to each Mail User.

You communicate under your sole responsibility to each Mail User their username and password so that they can use the mailbox that you wish to make available to them.

If You have assigned rights to third parties on Your domain name, designated representatives may activate or deactivate the Mail Service on Your domain name, autonomously create, use and manage the mailboxes and related options, through their respective Access Codes, on Your behalf, under Your full and entire responsibility.

You guarantee the respect by your agents of Your contractual obligations in application of Our Contracts.

Article 5. Gandhi's commitments

5.1. Gandhi undertakes to:

- Allow You to use the Mail Service via Gandhi Webmail access;
- Allow You to use the Mail Service via a messaging software chosen by the Mail User (for example, Outlook, Thunderbird...);
- Implement the necessary means to ensure the security of Our services by providing anti-virus and anti-spam integrated by default in the Mail Service (not downloadable or modifiable);
- Not to broadcast advertising, either for Gandhi or for the benefit of a third party, on Gandhi's Webmail interface;
- Allow You to monitor the Quota of disk space used so that You are able, if necessary, to avoid any unavailability of Your mailbox and to comply with the technical limitations of the Mail Service.

5.2. Gandhi undertakes to use all means to best ensure the maintenance of the quality of its services in accordance with the respective technical characteristics and limitations of each option of the Mail Service.

In the event of planned maintenance, we shall do everything in our power to minimize any possible interruptions, and insofar as possible, to inform You in advance within a reasonable timeframe, and to specify to You the date, nature, and duration of this intervention, so that You can take all necessary measures.

In the event of an interruption of service attributable to Gandhi, notably a technical incident, Gandhi commits to intervene to restore the service, and insofar as possible, within 4 hours following Gandhi's knowledge of the incident.

Article 6. Your specific obligations under the Mail Service

6.1. Respect of technical limitations

You agree to choose a Service corresponding to Your needs or those of Your Mail Users, to respect and enforce the specifications and technical limitations of Our Service. In addition to the notifications sent to You to alert you as to the use of Your mailbox allocated Quota, You agree to monitor Your mailbox used Quota from Your User Account and to take any measures to avoid a service breakdown related to exceeding these technical limitations, by freeing up space on Your mailboxes.

6.2. Consistent and lawful use

You undertake to ensure that any use of Your mailboxes pursues strictly lawful purposes and complies with all legal and regulatory provisions and all the provisions of Our Contracts.

You agree to promptly intervene as soon as You are informed of any illegal or prejudicial use of Your mailbox and to facilitate the identification of any person who has contributed to such use and the settlement of any dispute related to the use of Your mailbox.

6.3. Security and backup obligation

You acknowledge and agree that it is your responsibility to take all appropriate measures to ensure the security of the mailboxes and the personal data and passwords of Your Mail Users and/or any third party to whom you have granted. rights to your domain name.

In case of notification sent by Our services You agree to promptly change the password(s) of Your mailboxes and to confirm Us Your actions by email as soon as possible.

It is your responsibility to take any useful action in case of loss or theft of password reported by Mail Users, according to the terms You have agreed with them, without Gandhi intervening in any way in this process.

You must regularly back up the Content of Your mailboxes on a carrier of Your choice, Gandhi is not providing this service as part of the Mail Service. It is Your responsibility to backup Your mailboxes prior to the termination of the Contract, being here specified that in the event of termination of the Contract all contents of Your mailboxes are totally and permanently destroyed, without restoration possible.

6.4. Obligation vis-à-vis Mail Users

You agree to

- inform any Mail User and/or any third party to whom You have granted rights to Your domain name, about any specifications and technical limitations specific to the Mail Service, and to ensure that they comply with them at all times;
- take all necessary steps to ensure that their use of Your mailbox is in accordance with Your commitments under Our Contracts and the laws and regulations in force.

Article 7. Liability

7.1. You are responsible for any use made of Your mailbox by You or by any third party to whom You have granted a right of use and in particular:

- any consequences and any dispute relating to the choice and the use of Your mailbox, in particular the choice of the mailboxes address (names, aliases, redirections);
- any electronic communication via Your mailbox, and any Content transiting and/or stored on any of the mailboxes associated with Your domain name;
- any consequence related to the non-compliant use with Your mailbox technical characteristics and limitations.

7.2. Exclusions and limitation of Gandi's liability

In addition to the exclusions and limitations of liability set out in the General Terms and Conditions of Services, as part of the GandMail Service, Gandi cannot be held liable for any material or immaterial damage, direct or indirect (such as loss of data, operating loss, loss of profit) resulting from:

- negligence, theft or the communication to a third party of your Access Codes or passwords associated with the mailboxes;
- difficulties in accessing your mailboxes either directly or via the Gandi Webmail, and/or delays in downloading, sending and receiving emails and/or attachments, due to network saturation, and/or because of the technical characteristics and limitations of the Internet or Your access to the Internet;
- the suspension of all or part of the mailboxes, or any deterioration of the mailboxes contents caused by You or a Mail User or Contact Domain or any third party to whom You would have granted rights on Your domain name;
- the interruption, in whole or in part, of the Service in the event of absolute necessity (i) to carry out technical intervention, in particular in the event of malfunction, risks of breach of the security of the Service, (ii) to improve the Service functioning, or (iii) to carry out any maintenance, assistance or support operation;
- the interruption of the Service, in the event that the cause of the interruption of the Service is external to Us, in particular when the Service is the subject of an external attack likely to disrupt the proper functioning of Gandi's systems or infrastructures or in the event of an express request from a competent authority or an authorized third party within the meaning of the texts in force;
- misappropriation, total or partial destruction of the transmitted or stored Content, especially since these Content circulate via the Internet, and especially if this destruction is the result of fault, carelessness and/or any negligence that is attributable directly or indirectly to You or to any of Your Mail Users;
- any contamination, by virus or other computer nuisance whatever the technology used, of Your Content and/or software, or a direct or indirect intrusion of third parties on Your mailboxes (attack, piracy, etc.), despite Our best efforts to ensure the safety of Our services;
- receiving unsolicited or unwanted emails from your inboxes, despite Gandi's efforts in this regard, and/or any automatic ranking performed as a result of the antispam software and/or the temporary rejection of any email due to an inscription on "gray list" (or "greylist") or any other antispam technique;
- the non-receipt and/or the partial and/or late receipt, by the recipient, of an email sent from one of your mailboxes in violation of the restrictions and technical limitations of the Mail Service;
- any blocking of the sending of emails resulting from security filters set up and available on [Our Website](#);
- any direct or indirect consequences resulting from the deactivation or deletion of the Mail Service due to (i) the expiration or deletion of the domain name with which the Service is associated, for any reason whatsoever, or (ii) the non-renewal of the mailbox;
- the immediate suspension or termination of the Mail Service without notice, including all or part of the mailboxes associated with Your domain name and/or Your User Account and, consequently, of any option or service associated with Your User Account (i) pursuant to the rules to which We are subject as a Domain Registrar and as a host, or (iii) at the request of a competent authority (and in particular pursuant to a judicial or extrajudicial decision);
- Your failure to take the necessary measures to anticipate the modification or termination, temporary or permanent, of the provision of the Mail Service, within the time period notified to You by Gandi in accordance with Article 14 hereof.

In the event that Gandi's liability is proven, You will not be able to claim compensation from Gandi exceeding the amounts already paid to Gandi for the Service actually unavailable for the period in question.

Article 8. Guarantee

You guarantee that You, and if applicable, any Mail User and/or any third party to whom You have granted rights to Your domain name, have, during the term of the Contract, all the rights, authorizations, licenses, or any other element necessary for the choice of any email address or aliases, the creation of any mailboxes, the use of any Content, file and/or element of any kind transmitted, issued, transferred and/or stored via Your mailbox, and more generally for the use made of Your mailbox.

You agree to guarantee Gandi against any claim or legal action based on (i) the use of the Mail Service activated on Your domain name, including if the use or Content in dispute is the work of Mail Users and/or any third party to whom You have granted rights on Your domain name, (ii) Your total or partial termination of the Mail Service.

The provisions of this article shall survive the expiration or termination of the Contract.

Article 9. Duration - Renewal

9.1. Duration

This Contract shall come into effect upon Activation of the Mail Service and shall be concluded for an indefinite term with a billing period as defined in Section 9.2.

In addition to the cases of termination set forth in Sections 11 and 12, the term of the Mail Service is set as follows:

- at the end of the late renewal period of the domain name with which the Service is associated,
- on the date of early deletion of the domain name for any reason whatsoever,
- on the date of the outgoing transfer of Your domain name.

The change of ownership of the domain name to which the Mail Service is attached does not automatically terminate the Service. It will be Your responsibility, if necessary and prior to the transfer, to empty Your mailbox of any Content and data to which You do not wish to give access to the new owner of the domain name, and to save this data on a medium of Your choice.

9.2. Invoicing

When subscribing to the Mail Service, You can choose between a monthly or annual billing period starting from the date of Activation of the mailbox.

9.3 Service Renewal

The renewal of the Mail Service requires that the domain name to which the Mail Service is attached is valid at Gandi. It is Your responsibility to take all appropriate measures to avoid a disruption of the service, in particular by renewing Your domain name and Your mailboxes under the required conditions and deadlines and, in any event, to carry out regular backups.

In the case of monthly billing, the Service will be tacitly renewed at the end of each cycle, subject to providing a valid means of payment, among the means of payment offered on the Site. This will be used for automatic payment at the beginning of each new billing period.

You have the option to deactivate the automatic renewal via Your User Account.

In the case of annual billing, the Service is not tacitly renewed. You will need to renew the Service before its expiration date and choose a billing period.

If You decide not to renew Your Mailboxes, they will be destroyed according to the terms and conditions defined in Article 13, it being specified that their contents and data will also be destroyed without the possibility of restoring them.

Article 10. Suspension of the Service

10.1. Any use of the Mail Service, which does not comply with the applicable technical limitations and specifications, which disrupts or could interfere with Our systems or the operation of the Service, will be grounds for suspending the Mail Service.

10.2. As soon as You exceed the technical limitation of Your Mailbox, the reception of the emails will be suspended until regularization.

During the period of suspension of the Service, the mailboxes will be unreachable and persons who attempt to send you emails will receive an automatic error message (according to the standard email protocol), without any further attempt to send the email.

The messages stored in the mailboxes during this suspension are not deleted, but no new message can be validly sent to you on the mailboxes associated with your domain name.

10.3. As the Mail Service is an accessory to a domain name, the expiration of the domain name with which the Service is associated will automatically result in the suspension of said Service. Only the mailboxes attached to the Service will be available for consultation.

It is hereby specified that notwithstanding the suspension of the Service, the aforementioned cases may also result in the termination of the Contract in accordance with the terms and conditions detailed in Article 12 hereof.

Article 11. Your right to early termination

You can delete a mailbox at any time. Deleting a mailbox allows you to configure a new mailbox at any time during the subscription period.

You may terminate the Mail Service at any time. The Mail Service remains available until the end of the subscription period. As such the termination of the Mail Service before the end of the subscription period does not entitle you to a refund.

Article 12. Termination by Gandi in case of contractual breach

12.1. In the event of non-payment prior to the start of a new billing period, the Mail Service will be suspended after 1 calendar day for a maximum period of 52 days ("Suspension Period") during which time a late payment may still be made. If no payment has been made during the Suspension Period, the Contract shall be terminated on the due date of the Suspension Period.

12.2. In the event of a breach of Your contractual obligations, Gandi may give You formal notice to remedy the situation. In the event that You have not fully remedied said breach within the time limit specified in the formal notice, Gandi may automatically deactivate the Service, or even terminate the present Contract and the associated Services without any other formality, and without You being entitled to claim any compensation or refund, regardless of the period during the Contract at which this termination occurs.

12.3. In addition to the material breaches defined in Our Contracts that may result in the termination of a Service, the following shall be considered as serious breaches of this Contract:

- the use of the Mail Service (including the distribution, transmission, sending or storage of any message and/or attachments, in any format whatsoever) to engage in or participate, directly or indirectly, in a deviant, abusive, illegal or harmful practice;
- the presence or accessibility of manifestly illegal Content on Your mailbox, including by one of Your Mail Users and/or any third party to whom You have granted rights;

In accordance with Our Contracts, We remind You that any material breach of Your obligations is likely to lead to the deactivation or even deletion of the Mail Service, and consequently of the mailboxes associated with it, as well as that of Your User Account for the associated services, without formality and without notice.

You acknowledge and agree that Gandi cannot be held liable as a result of any interventions made under this Article 12, and that You will not be entitled to any compensation or refund, regardless of the period to which Gandi terminates the Contract.

Article 13. Consequence of the termination of the Contract

13.1. The end of the Mail Service automatically results in the termination of the reception and sending of messages from all mailboxes.

13.2. At the end of the Mail Service, unless You fail to comply with Your contractual obligations as defined in Sections 12.2 and 12.3, You have a period of eight (8) calendar days to recover the Content of Your mailboxes.

At the end of the above-mentioned deadlines, Gandi will proceed to the final destruction of the mailboxes and their Contents, without any possibility of recovery.

It is hereby specified that in the event of termination of the Contract for breach of Your contractual obligations, Gandi will immediately proceed to the permanent destruction of the mailboxes and their Content, without the possibility of recovery.

Article 14. Changes of the Mail Service

In accordance with Our General Terms and Conditions of Service, You acknowledge and agree that We reserve the right to modify or discontinue providing at any time, temporarily or permanently, all or part of the Mail Service.

You will be informed, if necessary, by means of an email notification or a warning on Our Website as soon as possible, except in the case of an emergency jeopardizing the stability and / or the security of Our systems and / or Our services, thus not allowing to respect prior notice.

- End of the Mail Service Contract -