

GANDI SSL Contract

Version 2024.1

The present Contract, designated as the "Contract", is entered between the company Gandi as identified in the General Terms and Conditions of Service (hereinafter referred to as "Gandi", "We", "Our" or "Us"), and, on the other hand, the Organization, wishing to associate a GANDI SSL Certificate with a valid and active domain name, acting in its own name as Owner Contact or in the name and on behalf of the Owner Contact of said domain name (hereinafter the "Customer", "You", "Your" or the "Certificate Holder").

The Contract is concluded in application of the General Terms and Conditions of Services. In the event of any contradiction between this Agreement and the General Terms and Conditions of Services, the provisions of the Agreement shall prevail.

Gandi, in its capacity as Intermediate Certification Authority, enables any person owning a domain name to generate, manage or request digital certificates using the X509 TLS protocol, hereinafter referred to as "GANDI SSL Certificate(s)".

The GANDI SSL Certificate(s) service is an Optional Accessory Service for each domain name, enabling the encryption of data transmitted between the user and the Domain, as well as verification of ownership of the domain and the identity of the person (or entity) requesting the GANDI SSL Certificate.

The provisions of the Contract, which You accept when purchasing a GANDI SSL Certificate, define the conditions of use of said Service, define the conditions of use of said Service.

ARTICLE 1 – Definitions

Capitalized terms used in this Agreement shall have the meaning ascribed to them in the General Terms and Conditions of Services and in the Domain Name Registration Agreement, unless otherwise defined herein.

"Certification Authority" or "CA" or "AC": These are independent trust organizations responsible for authenticating various information relating to a website and its owner before being able to issue certificates.

"DV SSL Certificate" or "Domain Validation Certificate" or "GANDI SSL Standard Certificate": This standard certificate is used to prove Your ownership or use of the URL or domain concerned. This is the GANDI SSL Certificate for basic authentication.

"EV SSL Certificate" or "Extended Validation Certificate" or "GANDI SSL Business Certificate": Provided in partnership with Our partner CA, this certificate offers the highest level of protection available for an SSL certificate. It adds additional verification points compared to the OV SSL Certificate (telephone number, company creation date, registration number, but also exclusion of blacklisted persons or exclusion of any fraudulent use of the domain name, etc.). This is the GANDI SSL Certificate for strong authentication.

"OV SSL Certificate" or "Organization Validation Certificate" or "GANDI SSL Pro Certificate": This Pro Certificate adds additional verification steps to the DV SSL Certificate. It is supplied in partnership with the Partner CA. The owner's identity and company details are verified (name, type, status, postal address, etc.). This is the GANDI SSL Certificate for intermediate authentication.

"Partner CA": These are independent trust organizations, selected by Gandi and responsible for authenticating various information relating to a website and its owner before being able to issue certificates. In particular, Gandi uses partner CAs to issue GANDI SSL Pro or Business Certificates. Gandi reserves the right to add or remove Partner CAs for the duration of the Contract.

"SSL Protocol": SSL or Secured Sockets Layer is a standard technology for securing Internet connections by encrypting data exchanged between a browser and a website (or between two servers).

ARTICLE 2 – Object

The rights and obligations of the Parties relating to the provision of the GANDI SSL Certificate are governed by the provisions of the present Contract.

As the GANDI SSL Certificate is associated with Your valid and active domain name at Gandi or at another Registrar, the Contract completes the General Terms and Conditions of Services and, if applicable, the Domain Name Registration Contract. In the event of any contradiction between this Agreement, the General Terms and Conditions of Services and the Domain Name Registration Agreement, the provisions of the Agreement shall prevail.

ARTICLE 3 – Description of the service

Within the framework of the Contract, Gandi provides its digital certification service using the “GANDI SSL Service” according to the level of validation and guarantee that You have chosen, in accordance with the respective characteristics and technical limitations of each of the GANDI SSL Service offers.

Gandi provides You with several types of GANDI SSL Certificates associated with Your domain name, corresponding to different levels of validation and guarantee, and in accordance with its Certification policy.

3.1 GANDI SSL Standard Certificate

The GANDI SSL Standard Certificate secures access to a web page by encrypting the communication between a Customer and a server but does not authenticate the domain name holder.

The GANDI SSL Standard Certificate is not covered by any particular guarantee and is free of charge in automatic mode, subject to registration of the site's domain name or hosting with Gandi.

3.2 GANDI SSL Pro Certificate

The GANDI SSL Pro Certificate is a Certificate used to authenticate the identity of the domain name holder. Whatever the amount of the said transactions, the guarantee associated with this GANDI SSL Pro Certificate is limited to the amount of the guarantee subscribed. The guaranteed terms and limits are detailed and permanently accessible on Our Website.

In the case of a GANDI SSL Pro Certificate, the owner of the domain name must be a legal entity.

3.3 GANDI SSL Business Certificate

The GANDI SSL Business Certificate is a Certificate enabling strong authentication, notified to Your users. It can be used for any transaction of value, including e-commerce transactions.

Whatever the amount of said transactions, the guarantee associated with this GANDI SSL Business Certificate is limited to the amount of the guarantee subscribed. The guaranteed terms and limits are detailed and permanently accessible on Our Website.

In the case of a GANDI SSL Business Certificate, the owner of the domain name must be a legal entity.

In addition to the technical characteristics and limitations, and pricing conditions specific to each of Our Gandi SSL Service offers, We make available on Our Website Gandi CA's Certification Practice Statement (“Gandi CA CPS” for “Gandi CA Certification Practice Statement” :

<http://www.gandi.net/ssl/documentation>

<https://docs.gandi.net/fr/ssl/documents/index.html>

https://docs.gandi.net/en/_static/legal_documents/gandi-certification-practice-statement_2018.pdf)

This document has no contractual value and may be amended from time to time to take into account technical evolutions of the GANDI SSL Certificate Service. It is a detailed reference document, which informs both Our Customers and third parties of the trust they can place in the various GANDI SSL Certificates.

ARTICLE 4 – Gandi’s commitments

In addition to the contractual obligations that are outlined in Our Contracts, and under the strict adherence to Your obligations and the technical conditions and limitations that are specific to each of Our GANDI SSL Certificate offers, Gandi commits to:

- provide You with GANDI SSL Certificates compatible with Internet browsers, as mentioned in the documentation;
- allow You to benefit from GANDI SSL Certificates for the extensions and domain names that allow it, and allow You to use Your GANDI SSL Certificate for a specific address or for all the sub-domains of the domain name to which it is associated at Gandi or at another Registrar (initial option only);
- allow You to use Your GANDI SSL Certificate until it expires, even if the domain name associated with said GANDI SSL Certificate is transferred to another Registrar;
- revoke GANDI SSL Certificates at Your request (or at the request of any person to whom You have granted rights), and maintain an up-to-date list of revoked GANDI SSL Certificates;

ARTICLE 5 – Your specific obligations

5.1. To benefit from the GANDI SSL Certificate Service, You declare and guarantee that You have a valid and active domain name with Gandi or with another Registrar for a website hosted by Gandi, and that the choice and use of this domain name comply, where applicable, with Our Contracts and with applicable laws.

5.2 Installation of the GANDI SSL Certificate by You and under Your responsibility

Notification of the validation of Your request for a GANDI SSL Certificate includes a URL (web address) enabling You to download Your GANDI SSL Certificate. It is then Your responsibility to install it on Your server, under Your sole responsibility, ensuring in particular the material and logical security of Your equipment and connections.

It is then Your responsibility to verify the content of Your Certificate as soon as possible, and to notify Us of any inaccuracy or defect in the GANDI SSL Certificate or in the information it contains.

This obligation of verification, in particular of key concordance, and of notification, is an obligation that You must respect throughout the duration of Your GANDI SSL Certificate, and the violation of which is likely to constitute a serious breach of Your contractual obligations.

5.3. Appropriate and licit use of the GANDI SSL Certificate

Certificates issued by Gandi may only be used for authentication and security purposes, in accordance with the purpose set out in this Contract, and in compliance with current legislation.

In any case, it is Your responsibility to check that the degree of encryption offered by GANDI SSL Certificates is adequate for Your security needs. This excludes any use of GANDI SSL Certificates in particularly sensitive and regulated areas (air safety, nuclear industry or RGS certificate, etc.).

You acknowledge that the information that Gandi makes available to You on its Web Site is in no way a substitute for the verifications that it is Your responsibility to make as to the suitability of the GANDI SSL Service offers for Your needs, in particular as a function of Your activity and Your use of Our services.

5.4. Proper use of the GANDI SSL Certificate

The Certificate Holder is the sole owner of the private key corresponding to the GANDI SSL Certificate.

It is Your responsibility to :

- take all reasonably appropriate measures to guarantee the confidentiality, security and adequate use of Your GANDI SSL Certificate, and of the private key corresponding to Your GANDI SSL Certificate;
- protect the confidentiality and security of Your private key and Your materials;
- be aware of the limitations of warranties specific to each GANDI SSL Certificate, available at all times on Our Website, so as to take the appropriate measures, if necessary;
- notify Gandi of any change likely to affect the validity of the GANDI SSL Certificate issued;
- provide, including at Our request, any supporting documents and additional information or identification to prove Your identity or to ensure that the conditions required for the creation, management, revocation or renewal of the chosen GANDI SSL Certificate are met;
- choose, create and use Our GANDI SSL Service in compliance with current legislation and the rights of third parties (trademark rights, intellectual property rights, personality rights, etc.).

5.5. Operation of the GANDI SSL Service and Your Certificates under Your responsibility

You are responsible for any prejudicial consequences or litigation:

- related to the use of the private key corresponding to Your GANDI SSL Certificate, it being reminded that any use of private key(s) is deemed to have been made by You, with Your agreement or on Your instructions;
- related to the inaccuracy of information declared or documents transmitted within the framework of Our Services;
- related to or resulting from the Certificate Holder's declaration and validation;
- related to Your failure to carry out the verifications that are Your responsibility in relation to Your Certificate (information appearing on Your Certificate, concordance of public and private keys);
- related to Your failure to request the revocation of Your GANDI SSL Certificate, notably in the event of corruption of Your GANDI SSL Certificate, or if the information it contains is false or obsolete.

ARTICLE 6 – Rates – Payment terms – Invoicing

You agree to pay or proceed with the payment for the chosen GANDI SSL Certificate according to the rates and terms that are applicable at the time that You place Your order via Your User Account.

Gandi will only be contractually bound and will only respond to Your requests upon receipt and validation of full payment for the services ordered, which must be made within sixty (60) calendar days from the date of Your order, as an exception to the stipulations of the General Terms and Conditions for the Provision of Services.

Gandi will notify You of the time remaining before the expiration of Your order at least fifteen (15) days before this deadline, so as to allow You to regularize the situation. Orders for which payment is pending are indicated on Your User Account, updated in real time.

If the payment for Your order, initially validated within the deadline, is subsequently rejected or cancelled, You will be notified of this unpaid amount.

ARTICLE 7 – Terms of use of the service GANDI SSL Certificate

To benefit from one of Our GANDI SSL Certificate Service offers, You must :

- pay the renewal fee within the required timeframe, if You wish to continue using Your Certificate beyond the initial subscription period;
- have a User Account and ensure that all details declared and entered under Your responsibility for this Identifier are accurate, complete and up to date, and be able to justify this; and
- have a private key, generated by You, which will be associated with the public key to be included in the Certificate, it being specified that this private key is personal and is not intended to be disclosed; and
- have, directly or indirectly, technical access to the server, to enable installation of the Certificate after creation; and
- according to the offers, provide within the required deadlines the supporting documents as listed on Our website and via Our Interface at the time of Your order.

Gandi reserves the right to refuse any request for a GANDI SSL Certificate for any of the above reasons, notwithstanding any domain name registration with Gandi or hosting.

After validation of the complete payment, We will send You a notification informing You that the activation of Your GANDI SSL Certificate request is available.

You must then confirm Your activation request by following the process indicated, at the latest within sixty (60) days of this notification. If You fail to do so within this period, You will be deemed to have renounced Your request for a Certificate, and may then request a refund of the amount corresponding to the GANDI SSL Certificate that You have renounced.

Once Your activation request has been confirmed, You will then be required to provide any supporting documents that may be required, within a maximum period of sixty (60) calendar days from the date of this Notification. Failure to do so will render Your order null and void.

Gandi will have a period of seven (7) working days to study the documents transmitted and to notify You either of the validation or rejection of Your request for a GANDI SSL Certificate, or to request additional supporting documents or information.

In the event of validation, Gandi will issue Your GANDI SSL Certificate and sign it with its private key. This signature attests that the content of the information associated with the public key (such as the person, company, domain name, server, or other elements appearing therein) corresponds to the Certificate issued.

Your GANDI SSL Certificate will be generated and published no later than two (2) calendar days following notification of validation.

In any event, You acknowledge and accept that it is Your responsibility, throughout the duration of the Contract, to ensure that the information provided, and where applicable on the documents provided, is permanently up to date, and to notify Us of any changes, by providing the appropriate supporting documents. Should You fail to do so, the Certificate may be revoked, without notice or reimbursement, and without prejudice to Your right to claim damages should We be held liable as a result.

We draw Your attention to the fact that in order to bring Your GANDI SSL Certificate into conformity with this new information, it may be necessary to generate a new GANDI SSL Certificate (notably the private key). The various stages of this process are detailed in Our online documentation on Our Website.

Validation of the GANDI SSL Certificate request is automated using the DCV (Domain Control Validation) method. This method consists of validating Your rights to the domain name protected by the Certificate.

Gandi offers several methods for generating (annual, automatic) or validating (validation by Record DNS, validation by email or validation by file) a GANDI SSL Certificate, depending in particular on the type of GANDI SSL Certificate required.

Depending on the GANDI SSL Certificate You choose, the information and supporting documents You need to provide may vary from one company or association to another, or even from one partner CA to another. This information and supporting documents are more fully detailed in the documentation on Our Site.

Verifications specific to the GANDI SSL Business and Pro Certificate may be entrusted to Our partner CAs. Thus, the required documents may be sent directly to Our Partner CA at the e-mail address indicated when ordering the GANDI SSL Certificate on Our Site. The Partner CA may also request the signature of a specific agreement or the completion of an application form.

Additional steps and verifications may be carried out. To this end, You acknowledge and accept that You may be required to provide additional documents (for example, a notarized deed certifying the signature and/or bearing the apostille) and be contacted by e-mail, post or telephone, both by Gandi and by the partner CA concerned by the request, in order to verify Your contact details or Your capacity to act on behalf of the Certificate applicant. These documents must be sent to Gandi according to the methods proposed on Our Website, indicating the corresponding order references.

Your request for a GANDI SSL Certificate will not be validated if the documents sent do not contain any reference or contain an erroneous reference, and/or if the information associated with the Contact owner of the domain name, to which You decide to associate Your Certificate, does not coincide with the documents sent.

However, it will be possible to initiate a new request by complying with the required conditions. Technical details of the Certification policy followed by Gandi are provided in the Gandi CA CPS, for Your information: https://docs.gandi.net/en/_static/legal_documents/gandi-certification-practice-statement_2018.pdf

ARTICLE 8 – Publication

Once validated, the Certificate is published in the public list of issued Certificates. You are notified of this publication.

This list, which can be seen at any time, in particular via Our website, contains a list of valid Certificates, and Certificates that have been revoked and which must no longer be used. You must check this list, which is updated on a regular basis.

ARTICLE 9 – Managing Your GANDI SSL Certificates

Your User Account has a table showing all GANDI SSL Certificates ordered or in the process of being validated, as well as the status and validity dates of Your Certificates.

In order for Your GANDI SSL Certificate to work, it must be :

- that the domain name to which it is associated is regularly renewed for the duration of the Certificate;
- that You have, directly or indirectly, technical access to the server, in order to generate Your keys and install the Certificate on this server, or that You install it on a service that supports SSL Certificates.

ARTICLE 10 – Duration – Renewal – Termination

10.1. Duration

The duration of the GANDI SSL Certificate begins starting from the date of publication of the Certificate as You were notified by Gandi, whether or not You installed the Certificate on Your server, until the expiration of the period subscribed to, failure to renew within the allotted time.

Gandi will notify You by e-mail of the expiration date of Your GANDI SSL Certificate, at least 30 days prior to the expiration of said Certificate.

As the GANDI SSL Certificate is inseparably linked to a domain name, it is hereby specified that the loss of the domain name, regardless of the cause, automatically and by right terminates the present Contract for the domain name concerned, without You being able to claim any indemnity from Gandi for this reason. The GANDI SSL Certificate service being an accessory to Your domain name, the GANDI SSL Certificate service follows the fate of the domain name (You will therefore not be able to use Your GANDI SSL Certificate once it has been installed if Your domain name has expired and has not been renewed within the required deadlines).

10.2. Renewal

You may renew Your Certificate via Your User Account within 30 days prior to the expiration of the Certificate, subject to :

- validation of the full corresponding payment ;
- providing the required supporting documents, if applicable.

The GANDI SSL Certificate renewal procedure is detailed on Our Website.

We recommend that You take into account the eventual delays that are inherent in the processing of Your payment, and thus choose the means of payment that would allow Us to process Your payment within the necessary time frame, and that a revoked or expired GANDI SSL Certificate cannot be renewed.

10.3. Earlier termination – Termination - Waiver of the withdrawal period

You may terminate the Contract early by contacting Our Customer Service Department within thirty (30) days of the publication of the Certificate, and request a refund of the GANDI SSL Certificate order, provided the Certificate is not already installed on Your server. In all other cases (publication of the Certificate, non-installation of the said Certificate and request for a refund within the 30-day period), activation of the Service corresponds to the date of publication of the Certificate.

In accordance with Our General Terms and Conditions of Service and Article L. 221-28 of the French Consumer Code, as soon as You are qualified as a consumer, You acknowledge and accept that the Service provided by Gandi is fully executed for each published Certificate.

Consequently, You acknowledge that, in accordance with article L. 221-28 1° of the French Consumer Code, as the Service is fully executed before the expiration of the legal retraction period, You expressly renounce the benefit of this right.

After the expiry of this thirty (30) day period, You may terminate the Contract at any time by revoking the GANDI SSL Certificate via Your User Account. However, this early termination will not give rise to any reimbursement of sums already paid.

The revocation procedure is detailed in the GANDI CA CPS (<https://docs.gandi.net/fr/ssl/revocation/index.html>).

In the event of an outgoing transfer of the domain name registered at Gandi corresponding to the GANDI SSL Certificate, the GANDI SSL Certificate remains valid until its expiration date and may be renewed or revoked from the former "Certificate holder" contact.

In the event of revocation, You must cease all use of the revoked GANDI SSL Certificate. This revocation will be published in the list of revoked Certificates, which is publicly accessible and regularly updated (<http://crl.gandi.net>). Finally, You acknowledge and accept that Gandi will immediately and without prior notice revoke a GANDI SSL Certificate in the following cases:

- in case of loss, theft, modification or unauthorized communication or any other corruption of the private key associated with the GANDI SSL Certificate, or of the password associated with the GANDI Account;
- in the event of a change in the information contained in the Certificate relating to the Certificate holder, or if this information proves to be false or obsolete, and in particular in the event of a change in the Contact owner of the domain name, of which We must be notified;
 - if the GANDI SSL Certificate is not used in accordance with Our Contracts, and notably, with the specifications and technical limitations of the service (contractual breach that is not remedied within the required timeframe and/or serious breach, as indicated in Our Contracts and hereafter);
- if the maintenance of the Certificate is such as to call into question the trust that may be placed in Gandi;
- in the event of a serious breach of Your obligations.

By express agreement, this revocation will not give rise to any reimbursement and is not exclusive of Your possible condemnation due to the prejudice caused, and the application of the sanctions provided for by current legislation.

10.3.1. Revocation with notice

Any breach of Your obligations of Our Contracts, which have not been corrected within fifteen (15) calendar days following Our warning notification, giving You formal notice that You correct the situation, will be grounds for the revocation of the Certificate in question and/or the suspension or deletion of the associated GANDI account, without any other formality and without granting You the possibility of payment for damages or a refund, no matter the contractual period underway when this cancellation occurred.

10.3.2. Revocation without notice

You acknowledge and accept that, within the framework of the GANDI SSL Certificate service, the following are considered serious breaches of Your contractual obligations:

- any serious breach of Contract, as defined in Our General Terms and Conditions of Service, and notably any use of the GANDI SSL Certificate service, directly or indirectly, in violation of the obligations that are incumbent upon You in application of Gandi's General Terms and Conditions of Service, the Terms and Conditions of Domain Name Registration at Gandi, and the special conditions that are applicable to the extension of Your domain name and that are defined therein as serious breaches,
- any violation or breach of Your specific obligation concerning the appropriate and legal use of the Gandi SSL Certificate in application of Section 3.3 of the present Contract,
- any violation or breach of Your specific obligation concerning the proper use of the GANDI SSL Certificate and the "GANDI Trust" logo, in application of Section 3.4 of the present Contract,
- not notifying Us of any changes in the information that is displayed in Your GANDI SSL Certificate, in violation of Your specific obligations in application of Section 3.2 of the present Contract,

In conformity with Our Contracts, and under the same penalties, We remind You that:

- any serious breach of Your obligations is grounds for the revocation of the GANDI SSL Certificate in question and/or the suspension or deletion of the associated Gandi Contract, without any formality or notice,
- Gandi cannot, therefore, be held responsible for the consequences, directly or indirectly, due to the revocation of the associated Gandi account,
- no indemnity or refund can be claimed from Gandi due to this fact, and You may be held accountable in application of current French law and Our Contracts.

In any case, note that the revocation of Your GANDI SSL Certificate is definitive and irreversible. No restoration of the service can be made. If You would like to benefit once again from Our services, You will need to perform another Certificate request.

ARTICLE 11 – Exclusions and Limitations of Gandi's liability

In addition to the exclusions and limitations of liability set forth in Our General Terms and Conditions of Services, within the framework of the GANDI SSL Certificate service, Gandi cannot be held responsible for:

- negligence, the theft or communication to a third party of the private key corresponding to Your Certificate, which You must keep confidential, it being stated that any use of Your private key will be reputed to have been made by You or with Your consent ;
- of any consequences tied to the use of a GANDI SSL Certificate that has been revoked ;
- Customer activities developed under a GANDI SSL Certificate;
- a refusal to validate a request for a GANDI SSL Certificate, insofar as it has sole discretion to decide whether or not to validate said requests and to request any documents in this regard ;

You acknowledge to have been informed of and to accept that the use of Our services is not destined to guarantee the security of Your website(s) or server on which the Certificate has been installed. Consequently, Gandi cannot be held responsible in the event of an attack or fraudulent intrusion on Your servers and/or website(s), and that it is Your obligation and Your own responsibility, to assure the security of Your equipment, hardware, software, and connections.

In addition, You acknowledge that We may be led to proceed with maintenance operations, which may momentarily cause Our services to be unavailable, though this will not affect Your Certificates in the process of being validated, and as such Gandi cannot be held responsible for this.

ARTICLE 12 – Intellectual property rights

As part of the provision of the GANDI SSL Certificate Service, You undertake not to claim any ownership of the machines, media, infrastructures or Certificates made available to You by Gandi as part of its services.

As part of the use of the GANDI SSL Certificate Service, Gandi allows You to download the “GANDI Trust” logo for use on Your website or during Your electronic exchanges for the duration of the present Contract, as long as You have a valid GANDI SSL Certificate.

You acknowledge and agree that the “GANDI Trust” logo may only be downloaded and used in connection with the use of the GANDI SSL Service and subject to compliance with this Agreement.

You agree not to associate the “GANDI Trust” logo with any illegal, illicit, or prejudicial activity or website.

You are expressly prohibited from transmitting, transferring, selling, reproducing, modifying, or adapting the “GANDI Trust” logo.

The use of the “GANDI Trust” logo, in any form whatsoever, is expressly forbidden as soon as the present Contract is terminated, whatever the cause and the author.

You acknowledge that any unauthorized use of the “GANDI Trust” logo may result in the immediate revocation, without prior notice, of any right to use the “GANDI Trust” logo, in addition to Your possible condemnation to the payment of damages.

ARTICLE 13 - Resale of Our Services

You are authorized to resell Our GANDI SSL Certificate services under the condition that You abide by all of Our Contracts and the GANDI CA CPS (<http://www.gandi.net/ssl/documentation>), as well as all applicable texts, notably in France, and that You assure that Your Customers also abide by current applicable local law and the rights of third parties. You must provide Your Customers, at all times, with an updated version of GANDI CA's CPS.

Specifically, You acknowledge and accept that it is Your personal responsibility to proceed with obtaining the necessary declarations and authorizations, as the case may be.

If this is not done, You will be considered as responsible, both with regards to Gandi as well as third parties of these missing authorizations, and its consequences.

By reselling Our services, You agree to offer Your Customers the same level of service quality as provided by Gandi.

In this respect, You agree to pass on to Your own Customers at least the obligations stated in this Contract and, more particularly, You agree to ensure that Your Customers respect all the obligations stated in this Contract and the applicable laws of France.

In addition, You agree to assume all obligations and responsibilities arising from this Contract with regards to Your Customers and/or third parties, in addition to those arising from Our General Terms and Conditions of Service, from the application of current legislation, notably in France, or arising from Gandi CPS.

You acknowledge that Gandi is in control of the validation of requests and the issuing of GANDI SSL Certificates even in the event that You resell the service.

You agree to act in a way which ensures that Gandi is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a reseller.

You explicitly agree to defend and hold harmless Gandi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract.

You explicitly agree to defend and hold harmless Gandi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract.

Specifically, You agree to insure Your activity in order to cover all damage that it may incur, and to be able to effectively guarantee Your commitments with regards to Gandi.

ARTICLE 14 - Transferability of the GANDI SSL Contract/Certificate

You acknowledge and accept that Gandi reserves the right to transfer the rights and obligations of the present Contract to any person, notably if it no longer provides services as a Certification Authority.

On the other hand, Your GANDI SSL Certificate may not be transferred, nor restored, to any other service provider than Gandi, for technical reasons inherent to the SSL technology that is shared worldwide.

Except in the case of a legal situation (merger, acquisition, etc.) or an exceptional and express agreement between Gandi and the beneficiary, which must be validated on a case-by-case basis, You cannot transfer a GANDI SSL Certificate to a third party.

ARTICLE 15 – Amendments to the Agreement

In accordance with Gandi's General Terms and Conditions of Service, and according to the terms and conditions stipulated therein, the present GANDI SSL Certificate Contract may be modified in order to take into account, notably, any changes in jurisprudence, legal or technical developments, or rules established by the partner CA.

You acknowledge and accept that We reserve the right, at any time, to change, modify, or stop providing, temporarily or permanently, all or part of the GANDI SSL Certificate Service.

You will be informed by means of an e-mail notification or a warning on Our Website as soon as possible, except in the case of an emergency that jeopardizes the stability and/or the security of Our systems and/or Our services, in which case no delay will be possible.

You acknowledge that Gandi cannot be held responsible for any direct or indirect consequences linked to the modification or the temporary or permanent suspension of the supply of all or part of the GANDI SSL Certificate service.

Article 16 - Personal data

16.1. Reported Data

During the Service provided by Gandi as part of the certification procedure, You expressly consent to the processing of Your personal data in accordance with the purpose and procedures detailed below. We undertake to implement appropriate technical and organizational measures as specified in the Personal data protection policy in order to guarantee an appropriate level of security to preserve the security of Your personal data and protect them against loss, inappropriate use and unauthorized access, disclosure, alteration or destruction, as specified in the Personal Data Protection Agreement and/or in the Data Privacy Policy available on Our Website.

16.2 Purpose

The personal data collected within the framework of Our Services allows and is necessary for the creation and registration of Your GANDI SSL Certificate and is automatically processed in Our databases.

The data collected by Gandi is transmitted to Our technical service providers, the Partner CA, in accordance with the personal data processing policy established by the Partner CA in charge of the certificate.

The personal data collected in this way will be used as proof of the proper execution of the Contract, and will be stored for this purpose in accordance with current legislation and the certification that binds Us to the Partner CA.

This information may be provided in response to a legal or regulatory obligation, or at the request of the judicial authority, a supervisory authority or the Partner CA.

16.3. Rights of access, rectification, opposition of identification data

You have the right to access, rectify Your data and object to the processing of Your data. You can exercise Your rights at any time via Your User Account or by contacting Us at the contact details mentioned on Our Website.

The use of Your right of objection will result in the destruction of the GANDI SSL Certificate associated with Your Contact and the termination of this Agreement since the certificate process involves the collection and processing of Your personal data.

ARTICLE 17 – Miscellaneous provisions

The fact that one of the Parties does not exercise any of its rights under the Agreement or claim a breach of any of the contractual obligations shall not be considered as a waiver of the exercise of the aforementioned rights or the obligation in question.

If one or more provisions of the Agreement are held to be invalid or declared as such by a court decision that has become final, the other provisions shall retain their force and scope.

The Agreement was originally drafted in French, which prevails over any other translation language used.

ARTICLE 18 – Applicable law – Dispute resolution

The applicable law and procedure for dispute resolution are those designated in Our General Terms and Conditions of Service.