

Gandi Pack DNS Security+

Version 2024.4

The present contract (the "Agreement") is concluded between, on the one hand, the company Gandi as identified in the General Terms and Conditions of Service (hereinafter referred as "Gandi", "We" or "Our") and, on the other hand, the Organisation, wishing to activate the Pack DNS Security+ associated with a domain name, acting on behalf of the Contact Owner (hereinafter referred as the "Client", "You", "Your", or "Yours").

Preamble

The Pack DNS Security+ as defined below is only available for Gandi's customers that own a domain name at Gandi using the Gandi LiveDNS Service and which TLD is listed in Gandi's documentation available on Gandi's website.

The Pack DNS Security+ is an Optional Accessory Service to each domain name, for Extensions deemed by Gandi as eligible, using exclusively the LiveDNS domain name server solution.

Article 1. Definitions

"DNS": Domain Name System is a Service for translating a domain name into several types of information associated with it, including the IP addresses of the machines that refer to that name.

"LiveDNS" or "Gandi Anycast DNS": means the Gandi network of DNS server addressing and routing a DNS query to the fastest answering DNS server in order to improve time to response.

"Ownership certificate": means the certificate requested by the customer's specifying the ownership of a domain name according to Gandi system at a specific period of time.

"Pack DNS Security+": means Gandi's service comprising a premium DNS proxy, an unlimited backup and restore of DNS zones, an Ownership Certificate and a strong authentication Service using a MFA solution for sensitive domain name actions (such as updating DNS zone or server name, disabling transfer lock where applicable).

Article 2. Contractual framework

The rights and obligations of the Parties relating to the subject matter hereof are governed by the provisions of this Agreement, concluded pursuant to the Domain Name Registration Contract and the General Terms and Conditions of Service.

The Agreement supplements the General Terms and Conditions of Service and the Domain Name Registration Contract.

Capitalized terms used in this Agreement have the meanings given to them in the General Terms and Conditions of Service and the Domain Name Registration Contract, unless otherwise defined herein.

In the event of a contradiction between this Agreement and the General Terms and Conditions of Service and the Domain Name Registration Contract, the provisions of the Agreement shall prevail. Any other provisions of the General Terms and Conditions of Services and of the Domain Name Registration Contract which are not in contradiction with this Agreement shall remain applicable to the Parties, in particular the choice of forum or applicable law clauses.

This version of the Agreement supersedes the versions that You have previously accepted including through the Premium DNS Service.

Section 3. Object

The Agreement determines the terms and conditions according to which Gandi allows You to improve the availability and security of Gandi's DNS associated with a domain name by providing the Client with a reinforced security solution.

Gandi offers a Service that allows better control of Your domain names, improves the response times of Your domain names, and reduces the risk of DDOS cyberattacks and DNS hijacking.

Article 4. Description of the Pack DNS Security+

The Pack DNS Security+ completes the "Gandi Anycast DNS" feature, which guarantees fast localization of the site, avoiding slow resolution problems or errors, regardless of geographical location.

The Service includes an additional proxy infrastructure that ensures enhanced security in the event of failure of the main network, with a yearly 99.9% availability rate.

The Service also includes the DNS security extension (DNSSEC), which strengthens protection against hacking, secures the search process and ensures that visitors reach the intended site while reducing the risk of phishing and other cyber-attacks.

Pack DNS Security+ users benefit from a) an unlimited backup of the DNS zones and b) an unlimited restore of DNS zones, enabling him to archive and version different configurations to restore an earlier version, if necessary.

The Service enables You to request a domain name ownership certificate from its GANDI account, allowing You to specify that You are the owner of a domain name for a given period of time.

Using the Service will also activate a strong authentication feature relying on a MFA dual authentication process for sensitive actions initiated on Client account.

Article 5. Technical limitations

Only domain names in eligible Extensions and Customers using exclusively Gandi's LiveDNS Service can be associated with the Pack DNS Security+. These eligible Extensions are further listed in Gandi's documentation available on Gandi's website. The list might be updated from time to time.

The service is limited to 50 queries per second for a maximum duration of 168 hours.
The number of queries per second applies per domain name and only for the "z.dns.gandi.net" DNS server.

Once the Pack DNS Security+ has been activated, it is no longer possible to modify the DNS servers associated with the domain name in question. If You wish to modify the DNS servers of Your domain name, You must first terminate the Service in accordance with the terms and conditions set forth in Section 8 of this Agreement.

Article 6. Rates - Terms of payment - Invoicing

By accepting this Agreement, You commit to pay the Service for either a 12 (twelve) months period or for one month.

As the Pack DNS Security+ is accessory to a domain name, its price is calculated based on the number of domain names to which the Service is associated, according to the rates in force at the time the order is placed, or at the renewal as per Article 7.2 below.

In case of price modification, You will be notified per email. GANDI will do its best efforts to notify such modification 30 (thirty) days in advance before such price modification.

It is Your responsibility to check the price when renewing the Service, specifically in case of automatic renewal of the domain name.

The Service will be invoiced by Gandi ahead of the next service period.

In accordance with the General Terms and Conditions of Service, We will only be bound and You will only be able to benefit from the Service ordered after validation of full payment.

Failure to accept this Agreement and to pay for the Service will result in decommissioning of the Service without further notice and Gandi will not bear any responsibility whatsoever due to this decommissioning.

Article 7. Duration - Renewal

7.1. Duration

This Agreement comes into force upon its acceptance by You and is concluded for 12 (twelve) months.

For the sake of clarity, the term of the Pack DNS Security+ is fixed except if one of the following events occurs first:

- on the Expiration date of the domain name to which the Service is associated,
- on the date of early deletion of the domain name for any reason whatsoever.

In the event of such early termination, You will be entitled to a refund. The said refund shall be made on a prorata basis of the price paid for the 12 months subscription to the Pack DNS Security+ of the relevant domain name.

The change of ownership or the transfer of the domain name to which the Pack DNS Security+ is attached, does not automatically terminate the Service.

7.2. Renewal

This Agreement shall be automatically renewed for additional periods of 12 (twelve) months each, as long as a Pack DNS Security+ is activated for at least one domain name in Your account.

To renew the Pack DNS Security+, a domain name still valid and registered with Gandi is needed. The Pack DNS Security+ cannot be renewed without a domain name still valid with Gandi.

Subject to the above condition, the Service shall be automatically renewed for an additional period of 12 (twelve) months except if You deactivated such Service in Your account.

In accordance with the General Terms and Conditions of Service, We draw Your attention to the fact that no partial debit can be made : Your Gandi Prepaid Account is only debited when its balance is sufficient to settle the totality of the order pending payment. Thus, if Your Gandi Prepaid Account is not sufficiently funded to cover at least the exact amount of Your order, it will be Your responsibility to fund Your Gandi Prepaid Account, in order to regularize the payment of Your total order.

As long as Your Prepaid Account is not sufficiently funded to allow full payment for the Services ordered, the payment of the order(s) concerned will remain pending for a maximum delay of two (2) months, until sufficient funds are available in Your Account, or until You cancel the surplus orders.

In any event, You acknowledge and accept that any outstanding order that has not been paid for more than two (2) months will be automatically canceled and that You will be deemed to have waived it.

If You decide not to renew the Pack DNS Security+ when renewing the said domain name, You must terminate the Service before renewing the domain name.

Section 8. Termination

During the subscription period, you may choose to deactivate and/or reactivate the Service for any domain name at any time via Your User Account. However no refund will be due except in the event further described in article 7.1 and the reactivation will be invoiced according to the actual price of the Service.

You may ask for an early termination of the Agreement at any time but any amount already paid or already invoiced shall remain due to Gandi.

Upon termination or non-renewal of the Pack DNS Security+ Agreement, the Client understands and accepts that access to the Services associated with this pack will be interrupted and will cease immediately. Termination or non-renewal of the Agreement automatically entails the loss of the features and benefits associated with the Pack DNS Security+, including enhanced DNS resolution, enhanced security, unlimited DNS zone backups and any other Services included in this pack.

The Client acknowledges that after termination or non-renewal of the Agreement, it will no longer have access to the specific functionalities offered by the DNS + Security Pack, and no claim may be made to maintain or restore these Services.

Article 9. Exclusions and limitations of Gandi's liability

Gandi cannot be held liable for (i) losses that were not caused by any breach on Our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings or data), or (iii) any indirect or consequential losses related to the use of Our Service.

Gandi excludes any liability in the following cases:

- Force majeure: Gandi shall not be held liable for any delay or failure in performance due to circumstances beyond its reasonable control, such as force majeure events.
- Non-compliant use: Gandi is not liable for any damage resulting from non-compliant use of the Services by the Client.
- Technical failures: safe as otherwise expressly agreed, Gandi does not guarantee the Service to be free from bugs, breakdowns or interruptions.

Gandi's maximum amount liability to the Client for any loss or damage shall not exceed the total amount of fees paid by the Client to Gandi during the twelve (12) months preceding the event that gave rise to the claim.

Article 10. General provisions

The fact that one of the Parties does not exercise any of its rights provided for in the Contract or does not invoke a breach of any of its contractual obligations shall not be considered as a waiver of the exercise of the aforementioned rights or of 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 preamble and any appendices form an integral part of this Agreement.