You acknowledge that the subscription and utilization of Our Go Sitebuilder services imply the unconditional acceptance and adherence to Gandi’s following contracts:

- Gandi’s General Service Conditions;
- Gandi’s General Terms and Conditions of Domain Name Registration;
- Domain name registration special condition for the domain name associated with Your Go Sitebuilder web site;
- The present Go Sitebuilder contract (hereafter “Go Sitebuilder Contract” or “the present Contract”).

Our Contracts can be viewed at any time on Our web site, and they will also be presented to You, in accordance with the Contractual process outlined in Gandi’s General Service Conditions.

You acknowledge to have read and understand them, and accept to be unconditionally bound by them.

Capitalized terms used in the present Contract have the same definitions as provided in Gandi’s General Service Conditions, unless specifically defined otherwise in the present Contract.

The present Contract determines the services provided by Gandi, especially its solutions for the creation and shared hosting of web sites as well as the mutual obligations that take application, depending on the options chosen. The present contract is a complement to Gandi’s General Service Conditions which take full effect unless specifically stated otherwise, within the present Contract.

As set forth in detail in Gandi’s General Terms and Conditions of Domain Name Registration, for purposes of domain name registration and the provision of website building services, Gandi acts through delegated authority in the name and on behalf of the related corporate entity, the French Registrar Gandi SAS. Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

Gandi, as part of the Go Sitebuilder services, only acts as a technical intermediary. Indeed, tools and features for the creation of Your web site are edited and provided by the company BaseKit (BaseKit Platform Limited). Thanks to a partnership between BaseKit and Gandi, We allow You to access from Our web site via Your User Account to tools and features published and offered by BaseKit for the creation and modification of Your Go Sitebuilder web site. However, Gandi is not responsible for the functioning, development, or availability for such tools or functionalities. Then, the help for managing and editing Your Go Sitebuilder web site will be directly provided by BaseKit by means of a telephone number displayed in Your Management Interface. As a technical intermediary, We only intervene to ensure the proper functioning of the uploading and hosting of Your Go Sitebuilder web site on Our own servers hosted in France by Gandi SAS.

Section 1. Description of the service

The present contract establishes the conditions under which Gandi may provide You with its technical, hardware, and software solutions (hereafter referred to as “Tools”) that allow You, in an autonomous manner, to create, update, and then publish one or several web sites on line, which will be hosted on Our shared servers, via a technical infrastructure that is permanently linked to the Internet, and that We also make available to You.

We can provide You with several offers, presented in Section 4 and visible on Our web site (especially, the technical characteristics and prices of each), thereby allowing You to choose the one that best fits Your needs, specifically with regards to the Tools that You may freely choose to create Your web site, as well as the disk space necessary to host it.

These technical conditions and prices are presented to You on Our web site ([https://www.gandi.net/en](https://www.gandi.net/en)), among others, in an electronic format as an annex to the present Contract, in order to let You fully informed before the definitive conclusion of the present Contract.

Section 2. Gandi’s commitments

In addition to the contractual obligations that are detailed in Our Contracts, and under the strict condition of Your contractual obligations and the technical conditions and limitations that are specific to each of Our Go Sitebuilder offer, in its role of a technical intermediary providing hardware and software technical solutions, for the creation, layout and shared hosting of Your web site, Gandi commits to:

- Providing You with Tools that allow You to edit Your web site, in an autonomous manner and under Your full responsibility, no matter which Go Sitebuilder offer You have chosen;
- Not interfering with the choice of Content (as this term is defined in Gandi’s General Service Conditions), or the editorial stand of Your web site, which You fully control, as well as the Tools that You choose to use or not use for such purpose. Except the technical limitations that are imposed upon Tools, especially concerning the size or format of files, or the web site’s appearance;
- Not inserting any advertisements on Your web site, either in favor of Gandi or for any other third party, on the web site that You create, publish, and/or operate in an autonomous manner, so You have full control of all the Content that You choose to publish, to modify, or to cancel from Your web site;
• Providing You with different disk space options in the frame of Our Go Sitebuilder offers, allowing You to choose the solution that best fits Your needs;
• Ensuring the security of the data and Contents that We host on Our shared hosting servers, in application of the present Contract, against their loss;
• Making its best efforts to ensure continued access to the service, in compliance with the respective technical characteristics and limitations of each of the services included in the Go Sitebuilder offers;
• Rapidly intervening, within six (6) hours, in the event of a technical incident in order to re-establish the service, as fast as possible.

You acknowledge that Gandi’s Go Sitebuilder offers consists in providing You with the Tools for the creation and in hosting of web sites via Our Service as mentioned in this Contract. Gandi may under no circumstance act on Your behalf with regards to the design or the creation of Your web site, which remains Your creation, or the search engine optimization of Your web site (how easily it is seen by search engines).

Section 3. Your specific obligations within the framework of the Go Sitebuilder service

You acknowledge and accept that the obligations listed in Our Contracts that bind You whatever the subscribed service (and especially those that are listed in Section 3 of Gandi’s General Service Conditions) remain fully in force within the framework of the Go Sitebuilder service.

Consequently, You commit Yourself to choose a service that fits to Your needs, or those or Your Users from Teams You have created, and to adhere to and ensure the adherence to the technical specifications and limitations of Our services, to monitor the use of Our services (including Our Tools), as well as the choice of the domain name You want to associate with Your web site Go Sitebuilder, in such a way and means that is legal and in compliance with Our Ethic as well as to identify Yourself to Our services.

Moreover, by accepting the present Contract, and by using Our Go Sitebuilder services, it is Your obligation to constantly ensure that the specific obligations listed above are being respected.

3.1. Specific obligation of identification

As a reminder, You agree to identify Yourself within the framework of Our Contracts (especially Sections 3.4 and 4 of Gandi’s General Service Conditions), specifically through the information You fill in and from Your User Account. Such identification does not distort Your legal obligation to identify Yourself, in accordance with current applicable law.

Also, in accordance with Our Contracts (Section 3.4 of Gandi’s General Service Conditions), You commit Yourself to strictly respect any obligation that applies to You due to Your activity, professional or not, and/or Your status (registered activity for example), in order to ensure Gandi’s absence of liability.

Specifically, We draw Your attention to the fact that, according to applicable law, You must be clearly identifiable.

Within the framework of the Go Sitebuilder services, We will provide You with the necessary technical means to allow You to comply with the identification requirements as imposed by applicable law.

As an example, and according to the current applicable law, the required information is the following:

• If You are a physical person: Your first, middle, and last name, home address, Your telephone number, and if You are bound by the registration obligations of a company register, Your registration number;
• If You act in the name of a legal entity: the business name and postal address of the headquarters, its telephone number, and if the legal entity is bound to the registration obligations of a company register, the registration number and the capital amount;
• The complete name and address of the director or co-director of the publication and, if applicable the chief editor;
• The name and address of Your hosting provider (it means Us). In the case of the Go Sitebuilder service, Our address and telephone number appear by default as the hosting provider of Your Go Sitebuilder web site.

This information will be published on Your web site in order to allow third parties to identify You, unless You indicate that You will be using Your web site for non-professional purposes.

You can therefore choose to maintain Your anonymity on Our web site, in accordance with applicable law, under the condition that You first provided Us with the above-mentioned information then only Our contact information, as Your web host provider, will appear.

Whatever the Go Sitebuilder offer chosen and whether or not You create Your web site for professional purposes or not:

• You will continue to be fully and solely responsible for any Content on Your web site, whether or not You are the author (especially in Your role of director of publication, unless You have designated another person for this function);
• If We are required by applicable and competent law, We will be under the obligation to communicate all the data listed above, in addition to any information that could allow You to be identified;
• You must reply without delay to any request for information or identification concerning You, or concerning any person having contributed to the creation of any or part of the content of Your web site;
• The information that You communicate to Gandi in and from Your User Account in application of Your identification obligation must always be exact, complete, reliable, and up-to-date (if necessary, You must provide all proofs of ID, immediately upon Our request, and within the required deadlines);
• If We are informed or if We observe that the information that You provided to Us are erroneous, outdated, or incomplete, We will notify You of this breach of Your obligations and request that You rectify the situation in best delays.

Section 3.2. Using Our services, Our Tools and Your Content under Your full responsibility and guarantee

You commit to use Our services, including Our Tools (such as web page templates, programs, software, buttons, etc.), in a way and for purposes that are strictly legal, in compliance with Our Ethic, and respecting the standards and technical characteristics of Our Go Sitebuilder service.

You acknowledge and accept that, aside from Your obligations listed in Our Contracts, You are fully liable, especially in case of use of the Go Sitebuilder by one of Your Users from Your Teams. You are entirely responsible for:

• Any consequence and any litigation issuing from the choice and the use of Our Go Sitebuilder services; both concerning the creation of Your web site, including its address (that You choose Yourself under Your full and sole responsibility and which will be accessible to the public on the Internet, except for the “Trial” offer), as well as its day to day operation;
• Any Content stored, broadcast, transmitted, relayed, issued, collected, used, processed, or directly or indirectly made available through Your Go Sitebuilder web site, including any hyper link and any web site to which it forwards, even though the Content was installed, issued, or placed on Your web site by third parties, it remains under Your sole and full responsibility;
• Any consequences from a failure to comply with the technical characteristics of Our the Go Sitebuilder service;
• The storage space that You choose between Our various offers, with regards to Your needs, please note that this evaluation is exclusively Your sole responsibility;
• For the implementation of relevant solutions for securing and/or limiting access, if applicable, to any or all of Your Content that You make available through Your Go Sitebuilder web sites;
• Of any use of Our User Account.

You specifically guarantee Gandi against all and any action or claims from third parties regarding:

• Content installed, issued, published, transmitted, broadcast, or reproduced through Your web site, in particular that which results from infringement of personality rights, ownership rights linked to a patent, a trademark, designs and models, copyright, respect of privacy, good moral standards, according to the provisions of applicable penal law, and/or to abuses or practices that are prejudicial to Internet user;
• Tools provided to You by Gandi that You deliberately choose to use or not, in any way whatsoever, that are under Your sole responsibility.

3.3. Obligation of action by Gandi on the content of Your web site

Any intervention on the Content made available, directly or indirectly, on all or part, of Your web site, is personally under Your sole and full charge and responsibility.

You commit Yourself to:

• Act promptly, in the event of a request or complaint issued by a third party targeting all or part of the Content of one of Your web sites, or targeting to the web address associated to Your web site, in a way that any alleged trouble stops as soon as possible, so that You can be compliant with the rights of the third party at stake or applicable law;
• Quickly act to put an end without delay to any illicit or prejudicial situation connected with the use made of Our Go Sitebuilder services under Your full and sole responsibility, notably to delete or make it impossible to access any content that is litigious or prejudicial, as soon as You are informed of it;
• Immediately provide, upon request, any document that demonstrates You have the rights You claim to possess, within the framework of a complaint or request from third party;
• To not publish, on line, directly or indirectly, any or all content that may have already been considered or judged as illicit or prejudicial by any competent authority and to delete it immediately on Your own, or after Our first request as soon as You have been informed of it.

Any lack of taking action in violation of the present Section 3.3 will be considered as a serious breach of Your contractual obligations and will be grounds for the suspension, deactivation, or termination of the Go Sitebuilder service and thus the deletion of Your web site, without notice (see Section 12.2). You cannot claim any indemnity. Moreover, You may be held liable towards both Gandi and third parties, in addition to the condemnation for Your lack of diligence. Especially in the case where We are accused of wrongdoing in Your place because of Your inaction.

You specifically acknowledge and accept that:

• We will only act if, due to Your lack of action, within the required deadlines, or in the event of a serious breach of Your obligations, or in application of applicable law, We are obliged to act on Your behalf;
• Any action taken by Gandi in Your place will not at the level of any particular content but rather at the global level of the web site it stake. Hence, Our interventions has a global effect on Your Go Sitebuilder web site. We are only able to put Your web site off line and cannot proceed to the withdrawal of a precise Content;
• You shall not be entitled to claim any refund or indemnification;
• You guarantee and hold harmless Gandi in the event of prejudice, or from the penalties provided for by applicable law.

Consequently, in order to avoid the suspension or deletion of Your service, it is Your sole and full responsibility to take all necessary actions to ensure that You to follow and respect the terms of Our Contracts, Our Ethic, and applicable laws and regulations in the State of California, United States of America and in France.

Section 4. Presentation of the various Go Sitebuilder offers

Our web site describes the Go Sitebuilder offers, as well as the various options, their prices, and means of payment available. It permits to give You a better understanding of the technical, contractual, and price conditions applicable at the time of Your subscription for each of the Go Sitebuilder offer.

Gandi offers several Go Sitebuilder offers, which are detailed on Our web site:

- “Trial” offer
- “Personal” offer
- “Professional” offer
- “Business” offer

“Trial” offer:

Gandi lets You test its Go Sitebuilder services for free, in allowing You to benefit from the Go Sitebuilder “Trial” offer during thirty (30) calendar days. You must have a User Account which has owner rights on the domain chosen to be associated with Your Go Sitebuilder web site. Moreover, such domain name must be valid and active. Such domain name will then be associated to the Go Sitebuilder Service subscribed and then to Your Go Sitebuilder web site, once created.

Please note that the “Trial” offer is technically similar to the “Personal” offer.

The “Trial” offer is available only one (1) time by domain name of which You are the owner.

“Personal”, “Professional” and “Business” offers:

The subscription of one of the aforementioned offer is open to anyone, under the condition that You have a Gandi User Account, which has owner rights on the domain chosen to be associated with Your Go Sitebuilder web site. Moreover, such domain name must be valid and active. Such domain name will then be associated to the Go Sitebuilder Service subscribed and Your Go Sitebuilder web site once created.

The offers provided by Gandi allow You to choose the one that best corresponds to Your needs in terms of storage space, which remains under Your sole and full responsibility.

At any time, You are free to subscribe to another offer (except “Trial” offer), while keeping Your web site and without any disruption of Your service.

Section 5. Prices - Payment

For offers that are fee-based (namely, “Personal”, “Professional” and “Business” offers), You will pay for Your order based on the prices and means applicable to the services chosen at the time of Your order, in accordance with the contractual process described in Gandi’s General Service Conditions.

In accordance with Gandi's General Service Conditions, We will only be contractually bound and You can only benefit from the service ordered after the full payment has been validated.

Section 6. Activation of the service - right of cancellation

Activation of the service corresponds to the effective provision of the Go Sitebuilder Tools and the disk space that You have subscribed. It is made available to You via Your User Account, that You can access with Your Access Codes.

For “Trial” offer: activation of the Go Sitebuilder service is effective upon its subscription, since it is a free service that is offered as an accessory of Your domain name.

“Personal”, “Professional” and “Business” offers: subscription must be made through a new order. The activation of the Go Sitebuilder service is preconditioned by the reception and validation of full payment. Thus, as soon as the full payment is received and validated, You can start to use the Go Sitebuilder services, in an autonomous way, via Your User Account.

Our Go Sitebuilder offers (all of them) are the accessories of the domain name chosen for Your Go Sitebuilder web site. Therefore, in order to maintain Your Go Sitebuilder web site You must take care to keep active the associated domain name. Thus, the expiration, its transfer towards another Registrar, or its deletion will automatically terminate Your Go Sitebuilder web site. Please note that in such cases (namely expiration, transfer out, deletion of the domain name associated with Your Go Sitebuilder web site) Your Go Sitebuilder will be terminated and You will not be entitled to claim any compensation or reimbursement for the left period.
Hence, the renewal of Your Go Sitebuilder offer is linked to the renewal of the associated domain name. The renewal of these two services will be coordinated to facilitate such renewals. When subscribing to Your Go Sitebuilder service (only for the "Personal", "Professional" and "Business" offers) Gandi applies a "pro rata temporis" over the total price of Your Go Sitebuilder offer in order to coordinate Your Go Sitebuilder web site with Your domain name.

However, if when ordering Your Go Sitebuilder service, the domain name You choose expires in thirty (30) days (or less) from the day of Your order, You will first have to renew such domain name. Once the domain name renewal validated, You will be able to proceed to Your Go Sitebuilder order.

It is not possible to associate more than one (1) web site Go Sitebuilder by domain name. This limitation applies for all Go Sitebuilder offers ("Trial", “Personal”, “Professional” and “Business”).

You acknowledge that Go Sitebuilder offers are fully linked to the domain name You have chosen. Thus, in the case where You proceed to a change of owner over the domain name associated with Your Go Sitebuilder web site, You acknowledge that such change of ownership will also have effects on Your Go Sitebuilder web site. All the rights of Your Go Sitebuilder site will be transferred to the new holder of the domain name at stake.

Once Your Go Sitebuilder service has been validated, We will ask You to choose a sub domain name on which an SSL Certificate will be applied. The actions of obtaining and delivering the SSL certificate are not operated by Gandi but by the company BaseKit. This is a standard SSL certificate, and such an SSL certificate is a component of the “Personal”, "Professional" and "Business" offers. The "Trial" offer is excluded. Please note that such SSL certificate can only applies on the domain name You choose to associate with Your Go Sitebuilder. SSL Certificate at stake is not transferable.

In conformity to Gandi's General Service Conditions, You acknowledge and accept that the cancellation right does not apply if the Go Sitebuilder service is activated before the completion of any withdrawal period set by the applicable laws and commercial codes.

Section 7. Your Go Sitebuilder Management Interface

7.1. Your Access Codes and Users’ access to Your web site

Your User Account, to which You connect via Your Access Codes, allows You to access Our on line Tools and to manage the Go Sitebuilder services (subscribed or to be subscribed) as well as Your web site in an autonomous manner.

You may therefore autonomously subscribe to or cancel the various services provided within the framework of the Go Sitebuilder service (specifically, increase the disk space that You would like to use), by subscribing to an offer that better meets Your needs, modify Your options, publish new content, change their layout, or delete them in whole or in part, make Your web site visible or off line. You are therefore able to manage Your tools and Your web site in an autonomous manner, immediately upon activation of the service.

In accordance with Our Contracts, and especially Gandi’s General Service Conditions, which You must strictly abide due to Your subscription to the Go Sitebuilder service and the acceptance of the present Contract, We remind You that Your personal Access Codes are placed under Your sole and full responsibility.

If You would like to delegate the management of Your Go Sitebuilder web site to a third-party, You are able to grant such rights to a User by including him to a Team. Hence, such Users can use the same Tools than You in order to make changes to Your Go Sitebuilder web site, in Your name and under Your sole and full responsibility.

You may, at any time, add or remove Users from Your Teams from Your User Account. You guarantee that You will be held liable in the event of a violation by any of Your Users acting for You and in Your name.

7.2. Publishing and managing Your web site on line

Following the confirmation of the activation of the service, You are free to create, edit, change the layout, and publish Your Go Sitebuilder web site, by using the features made available to You for such purpose.

Therefore, You choose the moment to publish Your web site and make it available to the public on the Internet, without needing Gandi to help. Indeed, Gandi does not apply any "a priori" control on Your web site Content, layout, or editorial stand. Thus, You are in total control over it, in a way that is autonomous, and under Your sole and full responsibility, via Your User Account. Please note that a delete or a removal of Your Content from Internet does not constitute a termination of Your Go Sitebuilder service.

It is under Your responsibility to ensure the admissibility and the availability of the Contents of Your web site, in order to maintain them compliant with Our Contracts. Additionally, via Your User Account You are able to permanently delete Your Go Sitebuilder web site and thus delete all the Content hosted on Our servers.

However, given the composition and functioning of the global Internet network, We can only guarantee the definitive deletion of the content of the contents of Your web site on Our own servers.

Indeed, Your web site may leave traces on the Internet, for example, if it was referenced, quoted, or copied onto other web sites or blogs. These traces may persist even after the cancellation of the Go Sitebuilder service, by Yourself or by Gandi. Gandi cannot be held responsible with regards to this remaining presence, as We have no technical control over this matter, and can therefore not be held responsible.
Section 8. Duration - Renewal

The Contract will take effect upon the effective activation of the service, as defined above in Section 6.

8.1. “Trial” offer

The Contract is concluded for a maximal duration of thirty (30) calendar days. The “Trial” offer is available a unique time on each domain name, registered with Gandi, of which You are the Registrant, for a duration of thirty (30) calendar days.

You also can choose to subscribe, at any time, to the “Personal”, “Professional” or “Business” and thus improve the performance of Your web site, without any disruption in service, to develop the web site that You may have created with the “Trial” offer.

8.2. “Personal”, “Professional” and “Business” offers

The Contract is concluded for a determined duration which corresponds to the registration period of the domain name registered with Gandi associated with Your Go Sitebuilder service, when You initially subscribe or renew the service via Your User Account.

The renewal is not automatic. It must be expressly requested by You via Your User Account and paid (payment received and validated) before the end of the running period.

We recommend that You take in to account the possible delays in the processing of the validation of Your payment (in conformity with Gandi's General Service Conditions, as, for example the delay in processing a check, which must contain the specific reference of the order in order to allow Us to process it, in addition to the postal/bank delays), in such a way as to choose the means of payment that will allow You to have the service in time, and without any service disruption, if applicable.

Section 9. The end of the Contract and Your right of early cancellation

9.1. End of the Contract

The present Contract and the associated Go Sitebuilder services associated to Your User Account will end:

For the “Trial” Offer: Expiration will occur thirty (30) calendar days upon that day of activation of Your Go Sitebuilder service.

For the “Personal”, “Professional” and “Business” offers: The expiration will occur on the day of the expiration date of the domain name of which You are the holder associated with Your Go Sitebuilder service. Indeed, We remind You that We align the expiration dates of Your Go Sitebuilder offer with the one of the domain name You have chosen to associate.

We specify that the expiration of Your Go Sitebuilder service "de facto" leads to the withdrawal of the SSL Certificate applied on the sub domain name that You had chosen. Such SSL Certificate cannot be transferred on another web site.

9.2. Your right to early cancellation

For the “Trial” offer: You can terminate the Contract at any time and at Your convenience, by logging into Your User Account, via Your Access Codes, and from there removing all or part of Your Go Sitebuilder web site. This intervention will definitively remove all the Contents on Our servers. It is consequently incumbent upon You to backup Your Contents before carrying out such a termination.

For “Personal”, “Professional” and “Business” offers: You can also decide to terminate the Contract early, through Your User Account, via Your Access Codes, and by removing all or part of Your Go Sitebuilder web sites. Such early termination will entitle You to a "pro rata temporis" refund, taking into account the time remaining before the expiration of Your Go Sitebuilder Offer. Such refund will occur on Your Prepaid Account used for initial payment.

Note that, such cancellation will definitively remove all Contents on Our servers. It is consequently incumbent upon You to backup Your Content before carrying out such a termination.

Also note that it is not necessary to terminate the Contract in order to make Your web site inaccessible to public. During the Contract, You can decide to switch Your web site off line, or on line, in an autonomous manner via Your User Account. Likewise, You can freely delete part or all of Your web site's Content at any time, in an autonomous manner, without any action from Gandi.

9.3. Data backup at the end of the Contract

In case of termination (as exposed in Sections 9.2 and 12 of the present Contract), regardless the reason, or expiration of the subscribed service, Gandi deletes all the Content and data associated to Your Go Sitebuilder web site, whether or not it was published on line.

It is consequently Your charge to backup Your Contents before expiration of the service, as well as on a regular basis during the course of the Contract at a location outside Gandi and using a service of Your choice.
**Section 10. Utilization of Our creation and layout tools**

In the framework of the Go Sitebuilder service, We make available to You, continually, on Your User Account access to elements such as web site page templates, programs, software, codes, buttons (referred to as “Tools”).

These Tools allow You, throughout the duration of the Contract, to create, change the layout, update, and publish Your web site all by Yourself, whether or not it is for a professional purpose, and this, no matter what Go Sitebuilder option was chosen.

You acknowledge to have been informed of and accept that Gandi reserves the right, at any time, to remove, replace or modify whole or part of the Tools which are offered via its Interface, without disturbing the proper functioning of Your Go Sitebuilder web site.

You acknowledge and accept that Your right to use these tools within the framework of the Go Sitebuilder service only grants You the right to use the aforementioned tools only within the framework of this service and for the duration of the present Contract. Such right of use terminates upon the end of the Contract for any reason whatsoever.

Thus, at the end of the service, or at expiration of Your chosen and associated domain name, You lose Your right to use the Go Sitebuilder web site-building Tools, and all rights on the Go Sitebuilder web site layout, in the form and format that was built with these Go Sitebuilder Tools.

For technical reasons, the layout of Your web site can not be separated from the Go Sitebuilder Tools. Your Site web site, built with these Tools, can run with the same appearance only in the framework of a Go Sitebuilder offer.

**Section 11. Technical interventions by Gandi**

Gandi only acts as a technical intermediary quality. As such, We intervene for the purpose of ensuring the proper operation of the uploading and hosting of Your web site Go Sitebuilder. Moreover, Gandi also permits access to the Go Sitebuilder interface through Your User Account.

We remind You that the Tools at Your disposal are created and edited by BaseKit. Gandi, as a technical intermediary, only makes them accessible to You. Therefore, if You need help or assistance concerning the Tools or their use, this will be provided by BaseKit directly. You will find on Your User Account or a telephone number allowing You to contact the appropriate department within the BaseKit company.

As a technical intermediary, Gandi can intervene for the purpose of ensuring the proper operation of its services, the safety and stability of the system.

In this respect, Gandi reserves the possibility, in the event of absolute necessity, of interrupting all or part of the service to proceed with a technical intervention, notably in the event of a malfunction, or to improve the functioning, or to proceed with a maintenance operation, or within the framework of customer support or assistance.

Gandi also reserves the possibility of suspending Your Go Sitebuilder web site, which will result in it being rendered inaccessible to the public via the Internet, if it is the victim of an attack that is susceptible of perturbing the good operation of Our service.

We shall do everything necessary to limit the time of the said interruption as much as possible and give You reasonable prior notice, indicating the date, the type and the duration of the intervention, so that You can make all the necessary arrangements. We remind You that in the case of unavailability of any Tools of creation for Your web site does, Gandi cannot be held liable. Such liability relies on the company BaseKit (Go Sitebuilder’s editor).

However, You acknowledge that We will not be able to give You prior notice in the case where the service interruption is due to an external reason (in particular, one that would be inherent to Internet itself), or if it is necessary for the stability of the security of Our Systems, or if it is explicitly requested by a competent authority or a third party, within the framework of a notification according to applicable law (see Section 12.2 below).

In any case, You acknowledge and agree that Gandi’s liability can not be held by the sole fact of its technical intervention, because it is necessary for the operation and the quality of its services.

**Section 12. Termination by Gandi**

12.1. Suspension/cancellation with notice

Any failure to abide by Your contractual obligations, which have not been corrected within fifteen (15) days after receiving Our Notification, is grounds for the suspension, deactivation, or deletion of the Your Go Sitebuilder service and Your web site, or the cancellation of the present Contract ans associated services, without any other formality and without Your being able to request any compensation or refund no matter the contractual period under way when this cancellation occurs.

12.2. Suspension/cancellation without notice

12.2.1. In case of a serious breach of Contract

Gandi has no “a priori”obligation to monitor Your Content and therefore cannot be held liable for Your content.
You acknowledge and accept that, within the context of the Go Sitebuilder service, that the following are considered as serious breaches of Your contractual obligations:

• Any breach of Contract, as defined in Our Contracts;
• Any use of the Go Sitebuilder service, directly or indirectly (this includes the making of any content available on Your web site) in violation of the obligations that are incumbent on You in application of any applicable Gandi’s contracts;
• Any violation or breach of Your specific obligation of intervening on Your web site, in application of Section 3.3 of the present Contract.

As a consequence, We remind You that:

• Any breach of Your obligations is grounds for the suspension, deactivation, or deletion of the Go Sitebuilder service (cancellation), of Your web site and/or Your User Account, without any formality or notice;
• Gandi cannot therefore be held accountable for the direct or indirect consequences connected to the suspension, deactivation, or deletion of the Go Sitebuilder service and consequently Your web site and/or Your User Account;
• You cannot claim any indemnity or refund from Gandi due to previously exposed elements, other than Your sentencing in application of applicable law and Our Contracts.

You expose Yourself to a condemnation to the payment of damages and interest and to the application of the sanctions envisaged, if necessary, by applicable laws.

12.2.2. In the event of a legal obligation

You accept that, according to applicable laws and regulations in the State of California, United States of America and in France and Our Contracts, We may proceed to the suspension or immediate deletion and without notice of any part of the services subscribed to and/or of Your Go Sitebuilder web site and/or Your Gandi User Account and consequently, any service or option that is associated with Your Gandi User Account:

• To adhere to a legal or regulatory obligation, or in application of the rules to which We are bound as a technical intermediary;
• Upon the order of a competent authority (notably in the application of a court ruling or a decision of another recognized authority), or;
• If We receive a notification in conformity with applicable law concerning all or part of Your web site or its Contents, within the framework of the Go Sitebuilder service;
• To repair a technical problem or within the framework of any intervention necessary to maintain the system or assure its stability.

Note that in all the cases mentioned in the present Section 12, cancellation by Gandi leads to the permanent deletion of all the Content on Our servers.

Section 13. Exclusions and limits of Gandi’s liability

Gandi has no “a priori”obligation to monitor Your Content and therefore cannot be held liable for Your content.

We decline any and all responsibility:

• Due to any technical problem, or problem with accessibility or the functioning of Your Go Sitebuilder web site when related to the applications or content that You make available. As such, We remind You that it is the company BaseKit which remains responsible concerning the Tools proposed for the creation of Your Go Sitebuilder web site. Gandi only acts under technical intermediary quality, in order to give You access to the said Tools on Your User Account.
• Any consequence or perturbation of the service due to the applications or content that You make available;
• Difficulties in accessing Your web site, content, or services hosted, due to the saturation of networks during certain times, and/or due to the technical characteristics and limits of the Internet or Your Internet access, which You declare to know and for which We cannot be held responsible for in any way;
• Any deterioration of Your content due to Your fault and/or Your failure to respect the conditions and technical limits applicable to each of Our offers;
• The misappropriation, the total or partial destruction of the information transmitted or stored, from the moment that said information circulated via the Internet, and even less so when said destruction is due to the fault, imprudence and/or negligence that is attributable directly or indirectly to You;
• Any contamination by virus or other computer contaminant, regardless of the technology used, of Your Content and/or software, despite Our best efforts to assure the security of Our services;
• Any direct or indirect intrusion by a third party to Your web site (attack, hacking, defacing, etc.) despite Our best efforts to assure its security;
• Due to the content not being permanently deleted from Your web site outside Our own servers, since Your web site, like every site on the Internet, leaves traces on the web (for example if the side was referenced, cited, or copied on other web sites), including after the cancellation of the Go Sitebuilder web site, which Gandi has absolutely no control over.

We can also not be held responsible for any malfunctioning of the Tools that You use within the framework of the Go Sitebuilder services.
Within this framework, We remind You that the respect of the technical conditions and limitations of the Go Sitebuilder service implies:

• Adhering to the conditions of use of the various programs used, and corresponding usage licenses, in addition to Your web site;
• Being very prudent with regards to the transmission of Your content via the Internet (We notably recommend using an anti-virus program).

Likewise, We can only guarantee the quality of the Go Sitebuilder service under the condition that the technical specifications and limits specific to this service are met, in accordance with Our Contracts.

We cannot be held responsible in the event that You do not have many visitors to Your web site, or if it turns out that the Go Sitebuilder service or tools are inadequate for the objectives that You are trying to meet.

You acknowledge that, even though Gandi reserves the possibility of proceeding with verifications, that they are not under any general obligation to monitor the content or applications transmitted or stored by its intermediary nor any obligation to actively search for facts or circumstances that reveal illicit or prejudicial activity.

Section 14. Reselling Our services

Our Go Sitebuilder service is intrinsically linked to the domain name You have chosen. Hence, You must be the legal owner of the domain name association with Your web site Go Sitebuilder. Thus, Our Go Sitebuilder service cannot be resold and is excluded from Reseller account.

Section 15. Modifications and cession of Go Sitebuilder

Additionally to Our Gandi’s General Service Conditions, You acknowledge and accept that We reserve the right to update, modify or stop temporarily or permanently, partially or the totality of Go Sitebuilder service, at any times. In such an event You will be duly notified by email or alerted via Our web site as soon as possible. In case of extreme urgency/security breach or high stability risk, We reserve the right to act immediately and without prior notification.

You acknowledge and agree that Gandi cannot be held responsible for the direct or indirect consequences of such permanent or temporary modifications or cession of part or the totality of the Go Sitebuilder service.

Section 16. Disclaimer of warranties

GANDI SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THIS INCLUDES LOSS OF CONTENT, DOMAIN NAMES OR DATA RESULTING FROM DELAYS, NO DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY GANDI AND GANDI DOES NOT WARRANT THAT THE SERVICE OFFERED OR PROVIDED BY GANDI IS FREE OF BUGS, ERRORS, DEFECTS, VIRUSES OR DEFICIENCIES.

IN NO EVENT SHALL GANDI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF GANDI HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IF GANDI'S SERVICE TO CUSTOMER IS DISRUPTED OR MALFUNCTIONS FOR ANY REASON, GANDI SHALL NOT BE RESPONSIBLE FOR LOSS OF INCOME DUE TO DISRUPTION OF SERVICE, BEYOND FEES PAID BY CUSTOMER TO GANDI FOR SERVICE, DURING THE PERIOD OF DISRUPTION OR MALFUNCTION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN THE SERVICE IS AS SET FORTH IN THIS SECTION. GANDI'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GANDI SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY OTHER PERSON MAY SUFFER. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL GANDI BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF GANDI'S SERVICE) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF GANDI'S SERVERS, UNAVAILABILITY OF GANDI'S CUSTOMER SERVICE TEAMS, OR INABILITY TO REGISTER OR RENEW A DOMAIN NAME), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF GANDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES BUT IS NOT LIMITED TO ANY LOSS THAT MAY OCCUR DUE TO THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK GANDI OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.

IN NO EVENT SHALL GANDI'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO GANDI FOR THE SERVICE DURING THE PRIOR TWELVE MONTHS, OR $500, WHICHEVER IS LESS. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, GANDI'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Section 17. General provisions

The preamble is an integral part of the present Contract.

Our tolerance, if any, of a breach of Contract on Your part, can not be considered as a waiver of Our right to invoke such breach.
In the event of any clause of the Contract being declared void or non-enforceable by a competent Court, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

This Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

**Section 18. Applicable law - jurisdiction**

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of You or Gandi with respect Your relationship, shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States of America without regard to conflicts of law principles.

In the event of any contradiction with versions in another language, only the French version will have legal validity. You may find the French Contract at the following address: [https://www.gandi.net/contrats](https://www.gandi.net/contrats).

The parties should endeavor to settle any dispute concerning the validity, interpretation or execution of this Contract on an amicable basis.

You acknowledge to have been informed of and to have explicitly accepted that where no amicable resolution can be found, in accordance with the texts that are applicable to Us, and unless there is a provision to the contrary, any dispute regarding the interpretation or execution of any of Our Contracts may be brought before the competent jurisdiction in which Gandi is established for the service provided. Therefore, considering the present Contract, the location is the headquarters of Gandi US, Inc.

**IN CASE OF DISPUTE, THE PARTIES IRREVOCABLY SUBMIT TO VENUE AND EXCLUSIVE PERSONAL JURISDICTION IN THE FEDERAL AND STATE COURTS IN THE STATE OF CALIFORNIA, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND WAIVE ALL OBJECTIONS TO JURISDICTION AND VENUE OF SUCH COURTS.**

-End of the Go Sitebuilder Contract-