

## ANNEX PRIVATE DOMAIN REGISTRATION IN THE PUBLIC WHOIS DATABASE

Version 1.1 of 10 July 2008

Because we care about protecting the privacy of your personal information, Gandi offers you this private domain registration option. **This free service allows You to hide some of your personal information from the public Whois database**, within the limits of the present special conditions, which you agree to have read and accepted unconditionally and without any restriction.

The development of this service was motivated by our customers, who would like to have increased protection against the automated obtaining of their personal information from the public databases and its being used for commercial solicitation or deviant practices such as spamming. It is also motivated by Gandi's wish to combine the privacy of personal information with the rules set forth by the Trustee Authorities and the Registries that govern the global technical operation of the domain name system.

All of Gandi's legal and contractual information may be viewed at any time on our website at [www.gandi.net](http://www.gandi.net). Capitalized words have the definition attributed to them in Gandi's [General Terms and Conditions](#) of Domain Name Registration, with the exception of "You" which defines herein any individual that is the holder of a Gandi handle; "We" still designates Gandi.

### **Section Privacy 1. Description of the Private Domain Registration Service**

This option allows You to be partially exempt from Section 16 (Personal Data – Directory) of Our [General Terms and Conditions](#) of Domain Name Registration, by hiding Your postal address, telephone numbers and email address from the public "Whois" database, according to the conditions and rules defined hereafter.

You acknowledge and accept that this option neither has the aim or result of getting around the principle of the necessity of being able to identify the owners and Contacts of domain names on the internet, but only aims to limit the exhibition of some contact information regarding domain name Owners and Contacts, in order to help avoid automatic and massive unlawful gathering of information on the Internet via Whois public databases for commercial solicitation or deviant practices such as spamming.

### **Section Privacy 2. Adherence to all of Your obligations**

All Your contractual obligations, and particularly those stated in our [General Terms and Conditions](#) of Domain Name Registration, as well as the penalties incurred in the event of a breach of contract, remain fully in effect.

In particular, even if by exception You decide to use Our private domain registration service to hide Your information and replace it with Our own in the public Whois database, in Your function both as Contact and/or Owner of a domain name, **You must remain identifiable and contactable at any time.**

You acknowledge and accept that the activation of this option allows You to not systematically have Your contact information published, though it does not and cannot hinder the obligation to present the true Contact information as registered for the Owner and for each of the Contacts of the domain name, to any person that requests it.

**Consequently, activation of the Private Domain Registration option does not release You in any way from the duty to provide, either for Yourself or for Your Contacts, complete, accurate and reliable data**

**(first and last name, complete postal address, current valid email address, valid telephone number, and if applicable fax and cellphone number), and to keep them constantly updated.**

If You do not provide accurate, reliable, and complete contact information, Your domain name may be canceled, and You may be held liable either to Gandi or to a third party.

### **Section Privacy 3. Disclosure of complete information**

You acknowledge and accept that **We will disclose the complete contact information** that has been registered for the Gandi handle that is attached to a domain name:

- **to any third party that requests it:** third parties must be able to contact You and/or to send You complaints, whether to allow You to, if applicable, contest the charges Yourself or to correct Your situation so that You are in conformity with Your contractual obligations (notably the absence of the violation of the rights of third parties, and the abiding by all applicable local laws) by assuring that You have the possibility of responding to accusations;
- to the authorities or authorized third parties as obliged under French law;
- in the event of a dispute over a domain name (legal procedure or alternative dispute resolution procedure).

### **Section Privacy 4. Conditions and limitations of the activation of this service**

Activation of this service is only possible:

- for an individual, holder of a Gandi handle that is of the type "individual" (this service is not available to legal entities);
- for a Gandi handle (ex. XXX-GANDI), and not on a domain name. Its activation or deactivation therefore affects the Whois information for all of the domain names associated to this handle (with the exception of domains that are incompatible with the service or not blocked against transfer, see below). If You decide to activate or deactivate the service only for certain domain names, You will have to create separate Gandi handle(s) for them.

- for some TLD (Top Level Domain), as certain domain names are incompatible with this service, given their technical functioning and/or rules as set forth by the Trustee Authorities and Registries that are in charge of their management. We indicate the domain names that are incompatible with this service on Our website, and alert You during the activation of the service, so that You can confirm Your choice with full knowledge of this, and so that You can associate the incompatible domains with other handles if You wish.

Additionally, the ability to use this service for domain names to which the handle is associated requires:

- activating, by checking the appropriate box either during the creation of a Gandi handle or after, via the [Contact management Interface](#).
- locking the domain names against transfer (a free option that You can choose from the [Contact management Interface](#), that allows You to manage the transfer restrictions to another Registrar).

**Consequently, You acknowledge and agree that it is possible that, even if You have activated this service, Your complete contact information might appear in the Whois for certain domain names (domains that are incompatible or unlocked against transfer).**

You also acknowledge and accept that the Private Domain Registration service, which was applied to a domain name, may be removed, following changes made to the handle, either by Yourself or in application of technical or legal obligations of which We will inform You in advance by email and by Your control panel, which You must consult on a regular basis.

Specifically, You acknowledge to have been informed of and You agree unconditionally that, despite its activation, this service will not be operating (the full contact information of a domain name will be shown following a Whois look-up in accordance with Section 16 of our General Terms and Conditions of Domain Name Registration) in the following instances:

- for domain names that are incompatible, due to the TLD (indicated in Your [domain overview](#), allowing You to confirm Your choice or to associate them with another handle),
- for domain names that already use an existing private registration service at the Registry level (for example, .FR or .EU domains). In this instance, Your personal information is managed by the Registry, and Gandi's Private Domain Registration service cannot be activated,
- for domains that are in the process of being transferred to another Registrar, since the activation of Private Domain Registration is incompatible with the proper technical functioning of the inter-registrar transfer process. The option must be deactivated in order for the transfer to occur, which You accept unconditionally,
- depending on the Gandi services used, for technical or legal reasons. You will be informed of the incompatibility of a service with the Private Domain Registration service, so that You can confirm Your choice with this knowledge or to associate incompatible domain names with other handles if You wish.

## **Section Privacy 5. Activation and Deactivation of the Private Domain Registration service**

The activation of the service is possible at the moment of the creation of a Gandi handle. You may at any time thereafter activate or deactivate this option via the [Contact management Interface](#) for each handle, which You can access by logging in with Your Access Codes.

To activate or deactivate the Private Domain Registration service, You must check the appropriate box after having entered Your personal registration information.

In case of a dispute in connection with the execution or performance of the Contract, with regards to the use of Our services, and/or to the activation or deactivation of an option via Your domain overview page, You agree that information contained in Your domain overview page shall prevail, as well as the Handle, Access Codes, IP addresses, and/or connection logs kept by Our systems.

Our Interface also allows You, even though the service Private Domain Registration is activated, to exercise Your rights to access, remove, and correct Your personal information, as granted to You under French law. You must also assure that Your information is continually up-to-date, complete, and accurate, in accordance with our contractual conditions and French law (*modified law 78-17 of 6 January 1978 on computer systems, files, and personal freedom with regards to the processing of personal information*).

Note that the right to refuse Your personal information to be subject to gathering, storing or processing, will result in the impossibility for Your domain name to be registered, or in the cancellation of Your domain name, in accordance with the rules and regulations of domain name registration, that both You and Us are compelled to comply with, as detailed in Our [General Terms and Conditions](#) of Domain Name Registration (Section 16).

## **Section Privacy 6. Consequences of the activation of the service**

During a Whois look-up in the public databases, only the contact information of the handle that has the service activated will be masked and replaced with Our own. This is true whether or not the handle corresponds to the owner or one of the Contacts (administrative, technical, or billing) with the exception that the domain must be compatible with the service, and after the propagation throughout the various worldwide databases, over which Gandi has no control over the delay periods.

Concretely, once the service has been activated, only the following information will be seen in the Whois:

- Your first and last name,
- an email address in a specific "anti-spam" format, that nonetheless allows third parties to contact You. Emails will be forwarded automatically to the email address that You have provided in advance.
- Gandi's contact information that is specifically designed for this service, which will be a substitute for Your own (street address, telephone number, and fax if necessary).

Note that this substitution only applies to the publication in the public Whois databases and as part of this service.

**No mail, document, or request can be sent to You at this substitution address. You acknowledge to have been informed of this fact, and You accept all the consequences thereof. Third parties are also informed of this when they consult the Whois listing.**

Note : the "anti-spam" option is, by default, part of the Private Domain Registration option. You can however deactivate or activate this "anti-spam" option independently from the Private Domain Registration option, via [Our web Interface](#), by using Your Access Codes.

Upon the deactivation of "anti-spam" option, the email address that You have already provided will be shown in the public Whois databases, even if the Private Domain Registration option is activated on Your Handle. Likewise if You only activate the "anti-spam" option and not the Private Domain Registration option, Your provided email address will be replaced by an "anti-spam" address, but all other personal information provided will be shown in the public Whois databases.

Your complete, reliable, and up-to-date information will still be taken, registered, and processed in Our database and in that of the Registries, and sent to any third party that requests it, in accordance with Our Terms and Conditions (and specifically Section 16) and the Rules and Regulations of domain name registration as set forth by the Registries and Trustee Authorities.

#### **Section Privacy 7. Consequences of the deactivation of this service**

The deactivation of this service, accessible at all times on our website once You have logged in with Your codes, makes all the contact information that You have declared for the given handle, for all the domains managed by the handle in question, visible in the public Whois databases, whether it be the owner or one of the contacts, without distinction. This also occurs only after the propagation of the change has occurred in the various databases throughout the world, with the understanding that Gandi has no control over the rapidity of these databases being updated.

It is therefore Your obligation to verify the list of domain names associated with this handle before deactivating the service. You may therefore confirm Your choice with a full knowledge of what it will affect, or, if necessary, you can associate certain domain names to different handles if You wish.

#### **Section Privacy 8. Role and involvement of Gandi with regards to this service**

The role of Gandi remains unchanged as neutral technical intermediary in the registration and management of domain names.

**Therefore, You acknowledge and agree that:**

- **this service is not intended for domiciliation or anonymity purposes or for forwarding correspondences (except for the forwarding of emails via the special "anti-spam" option),**

- **Gandi has no obligation to forward postal mail, messages, or any other document that is addressed to You at the default address which substitutes Your own in the Whois, and declines any and all responsibility with regards to this,**
- **You alone are responsible for the consequences of the deactivation or activation of this service, in particular if a third party is unable to contact You.**

We will not publish Your contact information, but rather, We will substitute it with our own, only in order to limit the abusive use of Your information due to its publication in the public Whois databases.

Neither You nor Your Contacts is authorized to make any use whatsoever of Gandi's contact information once it has been substituted for Your own. In particular, You are forbidden from using this information when addressing a third party, or to indicate it in place of Your own in the framework of Your legal obligations, whether this be procedural, or as a publisher, host, or manager of a website, for example. You will be held liable to Gandi as well as to third parties for such use of this service.

#### **Section Privacy 9. Exclusion and limitation of Gandi's responsibility**

Gandi can not guarantee that the activation of this service will block all spam, gathering of Your personal information, or other unwanted commercial solicitation, as Gandi can not, at its level, control the security of the entire internet, which is decentralized. Therefore, You recognize that Gandi can not be held responsible if You are, despite the means that We put in place, victim of spam, or of any other infraction or deviant internet practice.

Gandi's liability is also excluded in that the communication of Your personal information to a third party, to which You give Your express permission, is unconditional.

Likewise, You acknowledge that Gandi cannot be held liable in the event of the suspension or interruption of the Private Domain Registration service, in the event of:

- technical necessity,
- an event beyond our control,
- a legal or procedural obligation,
- application of a decision of a court order, or an organization accredited by a Trustee Authority in the framework of an alternative dispute procedure, or any other competent authority.

Finally, We substitute Our contact information with Yours only for technical reasons tied to the requirements of the domain name system, without this service being in any way considered as a contact address of any sort. Therefore, You explicitly agree to guarantee and hold harmless Gandi from any indemnity whatsoever connected to the substitution of Our contact information with Your own.

Additionally, by explicit agreement between the parties, Gandi cannot be held liable for any indirect prejudice caused by Your use of this service, in conformity with Our [General Terms and Conditions](#) of Domain Name Registration.

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