

## **COMMERCIAL TERMS & CONDITIONS OF PROVIDING DOMAIN ONLINE SERVICE**

Ref. No.: 749227/2005 - SMU - PSD - DS  
Effective date: 24 November 2005

### **Article 1**

#### **Introductory provisions**

- (1) Telefónica O2 Czech Republic, a.s., having its registered office at Za Brumlovkou 266/2, 140 22 Praha 4 – Michle, Company ID 60193336, Tax ID CZ60193336, recorded in the Commercial Register administrated by the Metropolitan Court in Prague, Section B, Enclosure 2322, issues:

#### **Commercial Terms & Conditions of Providing DOMAIN OnLine Service**

- (2) The Commercial Terms & Conditions of Providing DOMAIN OnLine Service (hereinafter referred to as the Terms & Conditions) set out the basic technical, operation, organisation and commercial terms and conditions of providing the said service. Concurrently, the Terms & Conditions specify the basic rights and obligations of Telefónica O2 Czech Republic, a.s. as the service provider (hereinafter referred to as the Provider) and Customers whom the DOMAIN OnLine service is provided to.
- (3) .CZ domain registration policy and .EU domain registration policy, which specify the regime of providing the Internet domains in detail, constitute an inseparable part hereof.

### **Article 2**

#### **Definitions**

- (1) **Provider:** Telefónica O2 Czech Republic, a.s., registered office: Za Brumlovkou 266/2, 140 22 Praha 4 – Michle. The Provider of DOMAIN OnLine service may, in respect of the Customer, act as Registrar and Domain Technical Administrator, or merely as Registrar or merely as Technical Administrator.
- (2) **Registrar:** An entity authorised to access the Register of Top Level Internet Domain Administrators, or, as the case may be, an entity authorised to register second-level or third-level Internet domains within selected Top Level Domains (all domains provided are listed on the Provider's web sites). A customer hires an Internet domain name from the Registrar for which he pays prices (fees) connected with the domain registration at the domain Administrator.
- (2) **Technical Administrator:** The Provider is a technical administrator of the domain rather than its owner or payer. The Provider is entitled to submit customer data to the respective Administrator (according to the domain's ending) and the Customer agrees with the respective Administrator's regulations dealing with the respective ending of the registered domain name.
- (3) **Customer:** for the purposes hereof, a Customer is any natural or legal person that enters into a Contract with the Provider, the subject-matter of which consists in provision of DOMAIN OnLine service (hereinafter referred to as the Service), and which person orders from the Provider a registration, extension, pre-registration or change of a domain that is to be subsequently administrated by the Provider. The Customer may be a person placing the order, a person mediating the order, a domain owner, or another person entitled to use the domain.
- (4) **Applicant:** any natural or legal person willing to enter into the Contract.
- (5) **"My Account" Administration:** to administrate the domain, to order registration, extension, changes and other domain-related operations the Customer shall preferentially use the Account Administration at <http://konto.cz.o2.com>. To log in the Account Administration the Customer must provide the service login data (user name and password). Various domain changes or other operations may require using other web sites, forms or instruments specified by the Provider for each situation concerned.

- (6) **Account No.:** a unique digit combination for each administrated Account. The Customer may find the Account No. at the Bill, whereby the Provider invoices all provided services.
- (7) **Domain expiration:** unless the Internet Domain Registration Policy provides for otherwise, it is the next day after expiration of the period for which the domain name was registered.
- (8) **E-mail:** Provider and Customer (Applicant) shall communicate via e-mail. Since e-mail communication is globally defined as not guaranteed, Provider does not guarantee that e-mail messages will be delivered to the Customer's mailbox.
- (9) **Web sites of Provider, Registrar, Technical Administrator:** www.cz.o2.com.

### **Article 3**

#### **Service specification**

- (1) DOMAIN OnLine is a service enabling registration of various Internet domains – ccTLD, gTLD and third-level Internet domains within selected TLD via the Provider. Should the Provider be the Technical Administrator of the service as well, the Service also includes the administration of zone records via DNS servers.
- (2) Unless agreed otherwise, the DOMAIN OnLine service incorporates both the respective domain registration and technical administration.

### **Article 4**

#### **Contract**

- (1) The Provider provides the DOMAIN OnLine service to the Customer upon a Contract. When making legal acts connected with entering into a contract, making amendments thereto, or termination of the contract, contracting parties may be represented by another natural or legal person acting on the basis of a power of attorney.
- (2) A draft Contract shall be submitted in writing consistently with the technical potentials of the Provider based on a duly filled form issued by the Provider for this purpose. These Terms & Conditions shall constitute an inseparable part of the draft Contract that is to be executed in two counterparts, each considered an original. The Customer may also enter into the Contract electronically by filling in the order form at the Account Administration secured web sites or by other means approved by the Provider for delivery of the Customer's order. In the draft Contract (Order), the Customer shall select the domain form, a period for which the Internet domain should be registered, DNS servers and other data essential for domain registration or internet domain technical administration.
- (3) The Provider shall commence the Internet domain registration after accomplishment of all the following conditions:
  - a) Should the Service be ordered in an electronic written form, the Applicant must obtain the Account Administration login data from the Provider, via which Account he may order the domain.
  - b) Once the online registration is sent or the draft Contract is accepted, the required domain shall be vacant. Should the domain be occupied by another entity as at the registration process commencement or in the course of the registration process, the Applicant shall be refunded the registration fee and he shall not be entitled to any other damages relating to the effort to get the domain.
  - c) The application for registration complies with other elements that may be required for registration of certain Internet domains (see the Registration Policy). Such individual elements shall be specified in the particulars to each ending, or will be communicated by the Provider upon request. The following may be concerned, for instance: the necessity that the new owner of the domain provides his consent with the registrar's regulations, with the applicable amendment when extending the domain's term, etc.

- (4) By ordering the Internet domain registration, the required domain name is not reserved for the Customer. Another Applicant may obtain the Internet domain during the registration process since he managed to comply with all domain-registration-related conditions earlier.
- (5) Should the Contract be made on another day than on the day when the Contract or a written notice of its acceptance is delivered to the other contracting party, or on the day when the Applicant duly registers the Internet domain via the Account Administration, either of the latter days shall be considered as the commencement of a contractual relation.
- (6) If the Provider has not communicated the Account Administration login data to the Customer yet, such data shall be e-mailed to the contact e-mail address after the commencement of the contractual relationship.
- (7) Any amendments to the Contract, including a change of the identification data and the provided service level shall be effected via the Account Administration (if applicable), or in writing by an Amendment to the Contract that shall be accepted by both parties. All changes shall be charged according to the applicable Service Pricelist.
- (8) Considering domains for which the extension of term must be ordered (.cz), the Customer is obliged to make the extension via the Account Administration. The Customer shall be informed of the domain expiration 1 month prior to the expiration date by e-mail or another means of communication stipulated with the Customer in the Contract. The process of the domain term extension shall be commenced on condition that:
  - a) the Customer applies in writing for an extension of the Internet domain term via the Account Administration (i.e. determines the period of time for which the domain expiration will be postponed, provides his consent to the applicable Terms & Conditions and identifies the person who made the extension and provided its consent).
  - b) once the expiration process has commenced, the Internet domain is not in a situation when the term could not be extended due to the Customer's late fulfilment of other conditions, or if the extension is specially charged after the domain expiration.
- (9) Should the .cz domain term be extended, the fee shall be calculated as the number of years (for which the expiration is postponed) multiplied by the annual fee for .cz domain according to the applicable Service Pricelist. The entire amount of such fee is invoiced on the bill submitted in the month when the domain term was extended.
- (10) Should the Customer fail to order the term extension or to accomplish other conditions essential for the domain term extension, the domain may be prevented from use after expiration.
- (11) The Contract shall be entered into for an indefinite period of time. The Customer provides his consent with the Terms & Conditions by ordering the registration, term extension or change of the domain. The Contract terminates by cession of the domain due to the failure to pay the extension fee, by migration to another registrar and concurrent migration to another domain technical administrator, by notice or by cession (death in case of a natural person) of one of the parties.
- (12) Should the Contract terminate by migration to another registrar, the Customer has no right to claim back any fees for the residual unused period of the domain name operation by the Provider. The Contract may terminate by notice with a one-month notice period upon a provable Customer's request. The notice period shall commence as of the first day of the following month after the Provider received the request.

## **Article 5**

### **Prices and payment terms**

- (1) Prices and payment terms of the service are set up in the Service pricelist which is available for Customers on the Provider's web sites.
- (2) The Provider reserves the right to subject the service to changes.

- (3) The Customer is obliged to pay the price of the provided service until the due date set out in the invoice.

## **Article 6**

### **Rights and liabilities of the Provider**

- (1) The Provider is obliged to provide the service to the Customer within the scope and under the conditions stipulated in the Contract.
- (2) The Provider shall not be held liable for a correct delegation of the Internet domain in root DNS servers and for the domain due administration at all other DNS servers which are vital for the domain operation.
- (3) The Customer shall be notified of the Internet domain expiration 1 month prior to the domain expiration in one of the following optional means of notification
  - a) by e-mail sent to the Customer's contact address. This manner of notification is a part of the DOMAIN OnLine service.
  - b) by telephone to the phone number stated in the Account Administration contact info. This service is charged according to the applicable Service Pricelist and must be agreed upon in the Contract.
- (4) The Provider is obliged to take records on the Customer's use of the DOMAIN OnLine service, based on which invoices will be issued for the Customer, and keep the records for a period of at least the past six months.
- (5) After the domain registration, some data regarding the domain owner may be accessible in publicly available information on domains (in so-called WHOIS databases).
- (6) Considering the changes that cannot be cancelled (migration to another registrar, change of an owner, change of DNS records), restoration to the original state is achieved by a request for a reverse change.
- (7) The Provider reserves a right to reject the request for cancellation in case it is unfeasible due to technical conditions or conditions specified by the domain administrator (e.g. as for .cz domain, the request for the domain term extension cannot be cancelled after 5 days from delivering the request to the domain administrator).
- (8) The Provider shall not be held liable for damage caused by Customer's failure to receive at all, receive in time, read or take into account the delivered notification of the domain expiration, or if the Provider was unable to reach the Customer at his contact points (e-mail address, telephone No.) stated in the Provider's domain records.
- (9) Should any written documents confirmed by an authorised person be requested to make any domain-related change, the Provider shall be entitled to reject such a change in case that he is in justified doubt of the documents authenticity or in doubt that the person concerned is authorised to make the requested change. The Applicant is obliged to provide the Provider with additional confirmative documents and to defeat the doubts.

## **Article 7**

### **Rights and liabilities of the Customer**

- (1) The Customer has the right to be provided with the stipulated scope of services.
- (2) The Customer is obliged to pay a price for using the DOMAIN OnLine service consistently with the delivered tax documents. The price shall be set up according to the applicable Service Pricelist, which is publicly available at the Provider's web sites.

- (3) When using the DOMAIN OnLine service, the Customer is obliged to comply with these Terms & Conditions as generally binding law of the Czech Republic, and to act consistently with good morals. In particular, he may not breach Provider's or third persons' rights and interests protected by law.
- (4) In case of any change of the domain owner data or the contact person data, the Customer is obliged to notify the Provider immediately thereof, and to ensure that the changes were made in the domain. Contact points (e.g. e-mail address) may be changed on-line after logging in the Account Administration.
- (5) The Customer may not disclose the Account Administration identification data for technical support to the Provider's Internet services to any third person. He is obliged to exert his utmost reasonable effort to keep the data confidential.
- (6) The Customer is entitled to require technical support. He is to use the Account No. to authorise the request.
- (7) The Customer is obliged to state complete and truthful data regarding the domain owner, invoice address, and other essential technical elements (DNS servers, technical administration, etc.) in the order, which are vital for the domain registration. The Customer shall be held liable for the data correctness and completeness. By providing incorrect or false data, the Customer is in risk of cancelling the domain without any right to compensation of costs incurred by the domain registration.
- (8) If the domain is cancelled on commencement or during the extension process and occupied by another applicant, the Customer will be returned the extension fee and the Customer shall be no more entitled to claim any compensation for costs connected with the effort to extend the domain term.
- (9) The Customer is entitled to Cancel the requirement, which means that the process of registration, extension or change of the domain name will be interrupted. It also means the Customer's request for cancellation of the already effected registration, extension or change of the domain name. Upon the request of Cancellation, the state before the latest change shall be restored. The Request of Cancellation is irrevocable. Concurrently, the Provider reserves the right to reject the request for Cancellation if it is unfeasible due to technical condition or conditions specified by the domain administrator (pursuant to Art. 6 (6) hereof).
- (10) The Customer is obliged to notify the Provider immediately of any change that might affect performance of the Contract, namely, the change of a phone line, incl. the line's number that is subject to the invoicing, change of address, registered office, company name, etc.
- (11) The Customer shall be fully liable for the manner and purpose in which the Internet domain is used. In addition to that, the Customer shall be fully liable for all activities performed via the Account Administration and via the Customer's login and password that were not performed by the Provider.

## **Article 8**

### **Service breakdowns and complaints**

- (1) The Customer may communicate his request (breakdown, change of the service set-up) by phone to the Breakdown Service which is available 24 hours a day on the Green Line 800 184 084, or by e-mail [domeny@o2.com](mailto:domeny@o2.com), where the request will be processed by Service specialists during the usual working hours.
- (2) The bill may be preliminary complained about at the telephone number set up on the Customer bill sent by the Provider. Complaints must be sent in writing to the Provider's address, which is placed on the Provider's web sites.
- (3) Complaints are handled in compliance with the Provider's General Complaint Policy.

## **Article 9**

### **Concluding provisions**

- (1) The Terms & Conditions become effective as of 24 November 2005.
- (2) The Provider is entitled to amend the Terms & Conditions and supplement them with written amendments. The Provider is obliged to timely inform thereof at its web sites. These Terms & Conditions replace in their entire scope the .cz Domain Registration Policy regulating the rights and liabilities in DOMAIN OnLine service provisioning.
- (3) Personal data of the Applicant (Customer) shall be processed in compliance with Act No. 101/2000 Coll., to regulate protection of personal data, as amended.
- (4) The applicable versions of the Provider's Terms & Conditions, Domain Registration Policy, Service Pricelist, and General Complaint Policy are available at the Provider's web sites.

Prague, 23 November 2005

Jonathan Collinson  
Executive Director, Products & Services Development  
Telefónica O2 Czech Republic, a.s.