

# Rules of Domain Name Registration in the .CZ Domain

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## 1. INTRODUCTORY PROVISIONS

- 1.1. This document defines rules for the registration and delegation of second-level Domain Names in the Internet under the .CZ Domain.
- 1.2. Other legal relations concerning Domain Names and their registration are governed by the business terms and conditions of individual Registrars and the Rules of Domain Name Registration through LRR (hereinafter also "LRR Rules").

## 2. DEFINITIONS OF TERMS

- 2.1. Capitalized terms have the following meanings under these Rules of Registration:
  - 2.1.1. **Central Registry** – A database of Domain Names, their holders and other persons maintained by CZ.NIC or by a CZ.NIC contractor. The Central Registry is the source for Domain Name delegation into the CZ zone maintained by the primary name server.
  - 2.1.2. **CZ.NIC** – The interest group of legal persons CZ.NIC having its registered office at Lužná 591, 160 00 Prague 6, identification number 67985726. The CZ.NIC association maintains the Central Registry. For the registration or administration of Domain Names and for related activities, CZ.NIC may be represented by its contractual partner without prejudice to the force and effect of these Rules of Registration.
  - 2.1.3. **Delegated Domain Name** – A registered Domain Name for which CZ.NIC maintains a record on the primary name server ("CZ zone").
  - 2.1.4. **Day of Registration** – The day on which a Domain Name is registered in the Central Registry.

- 2.1.5. **Day of Expiration** – The day following the day on which the period for which a Domain Name is registered elapses.
- 2.1.6. **.CZ Domain** – A top-level domain, the “national domain”.
- 2.1.7. **Domain Name** – A second-level domain consisting of a permissible combination of permissible characters.
- 2.1.8. **Holder** – The natural or legal person that has a Domain Name registered for themselves.
- 2.1.9. **Contact** – The record of a specific natural person maintained in the Central Registry and relating to an Entity. A Contact may be administrative, payment and/or technical.
- 2.1.10. **LRR (Last Resort Registrar)** – A special kind of Registrar operated by CZ.NIC. Conditions for Domain Name registration through LRR are specified in the LRR Rules.
- 2.1.11. **Rules of Registration** – The Rules of Domain Name Registration in the .CZ Domain.
- 2.1.12. **Registrar** – An entity authorized to access the Central Registry in a defined manner and submit requests for changes in records maintained in the Central Registry. One and only one Registrar is registered for each Domain Name at a moment. The list of Registrars is available from CZ.NIC. The Holder can only make any change in the Central Registry through a Registrar.
- 2.1.13. **Entity** – The record of a specific natural or legal person maintained in the Central Registry and relating to a Domain Name.
- 2.1.14. **Appointed Registrar** – The registrar appointed for a specific Domain Name by the Holder. Each registered Domain Name has one and only one Appointed Registrar.
- 2.1.15. **Applicant** – A natural or legal person filing an application for Domain Name registration.

### **3. DOMAIN NAME REGISTRATION**

- 3.1. Domain Names are registered through a Registrar.
- 3.2. The Registrar is obliged to obtain written consent to the current version of the Rules of Registration from each applicant as a prerequisite for Domain Name registration. The obtaining of the consent is also legitimate if the Applicant accepts the current Rules of Registration in a manner from which it is evident that the Applicant consents to the contents of the Rules of Registration.
- 3.3. The written form of communication is deemed adhered to if the communication is by telegraph or electronic means that allow capturing the contents of the communication and identify the communicating persons.
- 3.4. The individual giving consent to the current version of the Rules of Registration on behalf of the Applicant in connection with an application for Domain Name registration also declares that he or she is authorized to act on the Applicant’s behalf in this matter.
- 3.5. Registrars are obliged to make available and document the Holder’s consent to the current Rules of Registration as of the date of registration pursuant to Article 3.2 or 3.3 at the request of CZ.NIC at any time. CZ.NIC is entitled to make available and document thus provided information to a court of justice, court of arbitration or another public authority for the purposes of judicial, arbitration, administrative, criminal or other similar proceedings.
- 3.6. CZ.NIC registers Domain Names in the order in which applications for registration filed through Registrars are delivered. CZ.NIC keeps a record of each accepted application for registration.
- 3.7. Domain Names are always registered for whole multiples of a year starting on the Day of Registration of the Domain Name, but for no more than 10 years.
- 3.8. Upon the registration of a Domain Name, the Domain Name is reserved for the Holder for the specified time.
- 3.9. CZ.NIC will register a Domain Name if:
  - 3.9.1. The application for registration does not contain defects preventing further processing;
  - 3.9.2. All required data have been properly filled in;

- 3.9.3. The Applicant has given consent to the current Rules of Registration in compliance with Article 3.2 or 3.3;
- 3.9.4. The requested Domain Name is not registered at the time when the application is filed;
- 3.9.5. The requested Domain Name follows the rules of Domain Name formation (see Article 12) and
- 3.9.6. Applicable payments of appropriate prices are made concurrently with the registration.

#### **4. DOMAIN NAME REGISTRATION RENEWAL**

- 4.1. Domain Name registration is renewed through the Appointed Registrar.
- 4.2. Domain Name registration may be (repeatedly) renewed for whole multiples of a year, but for no more than 10 years. CZ.NIC will renew registration if:
  - 4.2.1. CZ.NIC receives a request for registration renewal at the latest on the day on which the period for which the Domain Name was registered elapses (this is without prejudice to the possibility to renew Domain Name registration during the protection period according to 8.2);
  - 4.2.2. The Holder gives consent to the current version of the Rules of Registration as of the date of registration renewal, the provisions of Articles 3.2, 3.3, 3.4 and 3.5 applying accordingly;
  - 4.2.3. Applicable payments of appropriate prices are made concurrently.

#### **5. COUNTERMANDING REGISTRATION/REGISTRATION RENEWAL**

- 5.1. Within no more than 5 days after filing an application for registration/registration renewal, the Registrar is entitled to countermand the application. Countermanding may only be requested through the Appointed Registrar. A request for countermanding is irrevocable.
- 5.2. By accepting a countermanding request, CZ.NIC puts the domain name back to the condition in which it was before the application for registration or application for registration renewal was filed.
- 5.3. Based on the request for countermanding registration or registration renewal, payments already made for appropriate prices will be returned, less an application cancellation fee.
- 5.4. Requests for change may not be submitted during the period in which countermanding requests may be submitted (Articles 4, 7, 8 and 10; this does not apply to changes of DNS and technical administrator).
- 5.5. The Applicant (Holder) is entitled to countermand registration or registration renewal pursuant to Article 5 through the Appointed Registrar of the given Domain Name only if such a right arises from the agreement concluded between the Applicant (Holder) and the Appointed Registrar.

#### **6. DOMAIN NAME DELEGATION**

- 6.1. A registered Domain Name does not have to be Delegated.
- 6.2. Only a registered Domain Name to which at least two and no more than five functioning name servers are assigned can be Delegated. After registering a Domain Name, CZ.NIC will start a technical check of its name servers. If the functionality of the required name servers is verified during the technical check, the Domain Name becomes a Delegated Domain Name. The technical check is done in the way and for the time specified in the Operating Rules.
- 6.3. In case of persisting failures of the name servers, CZ.NIC will terminate the technical check with the result that the Domain Name will not be Delegated.
- 6.4. In case of a Domain Name that has not been Delegated, a request for a technical check and Domain Name Delegation may be submitted at any time. In such a case, CZ.NIC will do the technical check in compliance with 6.2 and 6.3.
- 6.5. CZ.NIC is entitled to do routine technical checks of name servers assigned to a Domain Name. If the

delegation of name servers assigned to a Domain Name is found non-functioning, CZ.NIC is entitled to cancel the Domain Name Delegation.

- 6.6. The cancellation of Domain Name Delegation due to name server failures does not affect the registration of the Domain Name.
- 6.7. When a Domain Name's registration is cancelled, the Domain Name's Delegation is terminated without further ado.

## **7. DOMAIN NAME TRANSFER**

- 7.1. CZ.NIC will register a change in the Domain Name Holder (a transfer of the Domain Name) at a request submitted through the Appointed Registrar of the Domain Name. The Appointed Registrar is entitled to submit a request for a change of the Domain Name Holder at the written request of the Holder and the future Holder. The provisions of Article 3.3 apply accordingly.
- 7.2. The Registrar is obliged to obtain the future Holder's consent to the current version of the Rules of Registration as of the date of Domain Name transfer; the provisions of Articles 3.2, 3.3, 3.4 and 3.5 apply accordingly.
- 7.3. No right to refunding the paid price or any part thereof arises for the Holder from Domain Name transfer.
- 7.4. The Day of Expiration of the transferred Domain Name remains unaffected by Domain Name transfer.

## **8. TERMINATION OF DOMAIN NAME REGISTRATION**

- 8.1. CZ.NIC will cancel the registration of a Domain Name at a request submitted through the Appointed Registrar of the Domain Name. No right to refunding the paid price or any part thereof arises from cancelling the registration of a Domain Name.
- 8.2. If Domain Name registration is not renewed before the Day of Expiration (Article 4), LRR becomes a temporary Appointed Registrar for the Domain Name on the Day of Expiration, for the duration of a "protection period". In this case, the protection period is 45 days.
  - 8.2.1. No changes concerning the Domain Name may be made during the protection period, except for renewing its registration. Domain Name registration may be renewed in compliance with Article 4 hereof, retroactively from the Day of Expiration. The Appointed Registrar may be changed when renewing the Domain Name registration.
  - 8.2.2. If the registration of a Domain Name is not renewed during the first 30 days of the protection period, CZ.NIC will be entitled to cancel the Delegation of the Domain Name.
  - 8.2.3. The registration of a Domain Name expires by the elapse of the protection period if the Domain Name registration is not renewed during the protection period.
- 8.3. In case of termination of the agreement between an Appointed Registrar and CZ.NIC that gave the Appointed Registrar the status of a Registrar, the registration of Domain Names registered through the Appointed Registrar will not be terminated. However, LRR becomes the Appointed Registrar for such Domain Names for the time remaining until the Domain Names' Day of Expiration. The Holder is entitled to change the Appointed Registrar at any moment during the time.

## **9. REGISTRATION OF ENTITIES AND CONTACTS**

- 9.1. A Contact's registration is a prerequisite for an Entity's registration. An Entity's registration is a prerequisite for Domain Name registration. A single Contact may be used for more than one Entity. A single Entity may be used for more than one Domain Name.
- 9.2. Entities and Contacts are registered through a Registrar. By submitting their request, the person in question gives their consent to these Rules of Registration through the Registrar.
- 9.3. Removal of Entities and Contacts:

- 9.3.1. CZ.NIC will cancel the registration of an Entity or Contact at the request of the person having the record in the Central Registry if such an Entity/Contact has never occurred in any Domain Name record or Entity record.
- 9.3.2. CZ.NIC will cancel the registration of an Entity if the Entity has never occurred in a Domain Name record and more than 100 days have elapsed since the date of registration of the Entity.
- 9.3.3. CZ.NIC will cancel the registration of a Contact if the Contact has never occurred in an Entity record and more than 100 days have elapsed since the date of registration of the Contact. However, a Contact's registration may be cancelled if the Contact has only occurred in the record of an Entity whose registration was cancelled according to 9.3.2.

## **10. CHANGES**

- 10.1. The form of a Domain Name cannot be modified.
- 10.2. Records concerning a Domain Name will be modified by CZ.NIC at a request submitted through the Appointed Registrar.
- 10.3. The Holder is entitled to transfer a Domain Name to a new Appointed Registrar through the new Appointed Registrar.
- 10.4. Records concerning data other than Domain Name data will be modified by CZ.NIC at a request submitted through any Registrar.
- 10.5. The Central Registry provides mechanisms for the provision of information and additional confirmation of changes requested by Registrars.
- 10.6. The Registrar requesting a change is liable to CZ.NIC for the authentication, authorization and validity of the request for change.

## **11. PRICE**

- 11.1. The price of services provided by a Registrar to a Holder is set by agreement between the Registrar and the Holder.
- 11.2. The price of individual services provided by CZ.NIC to Registrars is specified in the CZ.NIC price list that is available to Registrars.

## **12. RULES FOR DOMAIN NAME CREATION**

- 12.1. Domain names must comply with the RFC 1034, 1035, 1122 and 1123 standards and any standards that replace or amend them. (RFC = Request For Comments, meaning the designation of a series of documents containing researches, measurements and observations as well as proposed and accepted standards for the TCP/IP protocol.) The conditions include the following in particular:
  - 12.1.1. A domain name may only contain the characters [a-z,0-9,-];
  - 12.1.2. The length of a domain name may not exceed 63 characters;
  - 12.1.3. A domain name may not start or end with the "-" character;
  - 12.1.4. A domain name may not contain two successive "-" characters.
- 12.2. Each Domain Name must be unique; it is impossible to register a Domain Name identical with an already registered Domain Name.

## **13. PROTECTION OF PERSONAL DATA**

- 13.1. The Central Registry is maintained by CZ.NIC or a person authorized by CZ.NIC. The administrator of personal data kept in the central registry is CZ.NIC. The registrar is the processor of such data.
- 13.2. Persons filing an application for the registration of a Domain Name, Entity or Contact or an application for a change of data concerning a Domain Name, Entity or Contact:

- 13.2.1. By submitting the application, give consent to the processing of their personal data listed in the application for the purposes of the maintenance and administration of the Central Registry as well as to making the data available through the Internet as part of the information services provided by CZ.NIC;
- 13.2.2. Are responsible for the accuracy of all data listed in the application for registration that concern persons listed in the applications and declare that those are not pseudonyms and that they have obtained consent from all persons whose personal data are to be kept in the Central Registry based on the application for registration and undertake to obtain such consent in case of changes in such persons or data about such persons;
- 13.2.3. Are obliged to report through a Registrar without undue delay any changes in the data they have provided to CZ.NIC.

## **14. RIGHTS AND OBLIGATIONS OF CZ.NIC**

- 14.1. CZ.NIC undertakes to register a Domain Name under the conditions specified by these Rules and to maintain the registration under the specified conditions.
- 14.2. CZ.NIC undertakes to keep a record of the registered Domain Name in the Central Registry and the CZ zone under the conditions specified by these Rules.
- 14.3. CZ.NIC undertakes to make every effort that might be rightly required from it to ensure faultless and trouble-free operation of the Central Registry and the primary name server.
- 14.4. CZ.NIC is entitled to cancel the registration of a Domain Name at its discretion if:
  - 14.4.1. Data kept in the Central Registry in connection with the Domain Name are fictitious or misleading;
  - 14.4.2. The facts on the basis of which the Domain Name was registered have changed, such as when the Holder has folded up without a legal successor or died without heirs;
  - 14.4.3. Consent to the Rules of Registration has not been given in compliance with the Rules of Registration;
  - 14.4.4. Such a right arises from other provisions of the Rules of Registration.
- 14.5. CZ.NIC will cancel the Delegation of a Domain Name and/or the registration of a Domain Name if so determined by an enforceable decision of a court or arbitration award. CZ.NIC will transfer a Domain Name to a third party if so determined by an enforceable decision of a court or arbitration award.
- 14.6. CZ.NIC is entitled to take every measure ordered by a preliminary ruling, including restricting the right to transfer a Domain Name.
- 14.7. In case of CZ.NIC proceeding in compliance with Articles 14.5 and/or 14.6, CZ.NIC is not obliged to refund any amounts of money already paid.

## **15. LIABILITY FOR DAMAGE**

- 15.1. Holders acknowledge that a Domain Name, its registration or use may infringe third parties' rights to other Domain Names, trademarks, brands, names or trade names, or the law concerning unfair competition, right of privacy, etc. By filing an application for the registration of a Domain Name, Holders confirm that being aware of possible infringement of the above rights and laws, they have made every effort that might be rightly required from them to ensure that the registered Domain Name does not infringe such rights and laws.
- 15.2. Holders are liable for damage caused to CZ.NIC by providing CZ.NIC with fictitious or misleading information or using the Domain Name in a way that violates the Rules of Registration or third parties' rights.
- 15.3. CZ.NIC does not check applications for the registration of a Domain Name for rightfulness in terms of third parties' rights or legitimate interests.
- 15.4. Holders acknowledge that the registration of a Domain Name does not provide protection against

third parties' objections to the registration or use of the Domain Name.

- 15.5. CZ.NIC is not liable for the use or non-use of a registered Domain Name and the way in which the Domain Name is used. CZ.NIC is thus not liable, in particular, for any infringement of third parties' rights to trademarks, brands, names or trade names arising from the registration or use of a Domain Name.
- 15.6. CZ.NIC is not liable for the functioning of name servers assigned to a Domain Name.
- 15.7. All liability for any damage incurred by a Holder due to the activity or non-activity of CZ.NIC in connection with one Domain Name is limited to CZK 250,000.

## **16. INTERCOMMUNICATION**

- 16.1. Communication between CZ.NIC and Domain Name Holders is carried out through the Appointed Registrar.
- 16.2. Communication between CZ.NIC and Registrars is carried out in the manner specified by the Business Terms and Conditions for Registrars.

## **17. SETTLEMENT OF DISPUTES**

- 17.1. Holders are obliged to make every effort that might be rightly required from them to achieve an amicable settlement of disputes concerning Domain Names and/or their registrations that might arise between a Holder and other persons.
- 17.2. If the disputing parties fail to agree on an amicable settlement of their dispute, they are at full liberty to resolve their dispute under applicable law, i.e. by means of arbitration proceedings or courts of general jurisdiction.
- 17.3. At the request of all disputing parties, CZ.NIC will act as a mediator in pursuit of an amicable settlement of their dispute.
- 17.4. If the Holder and CZ.NIC fail to settle a dispute concerning a Domain Name, each of the parties has the right to submit the dispute to the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic for decision. The arbitration will be conducted by three arbiters in Prague in the Czech language in compliance with the Rules of the above mentioned Arbitration Court. The arbitration award will be final and binding for the contracting parties.

## **18. ARBITRATION PUBLIC OFFERING**

- 18.1. The Holder irrevocably publicly submits to the jurisdiction of the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic (hereinafter the "Arbitration Court") in arbitration proceedings before this Arbitration Court according to its Rules published in the Commercial Bulletin in the matter of a reconcilable dispute over property in which a third party challenges the Holder's domain name included in the electronic database of domain names in the national domain ".cz" administrated by CZ.NIC provided that the third party demonstrates to the Holder in writing their will to submit to the jurisdiction of this Arbitration Court in the given case, in particular by bringing such dispute to this Arbitration Court in writing.
- 18.2. The right of each of the parties to ask the court to issue a preliminary ruling remains unaffected.

## **19. CHANGE OF DOCUMENTS**

- 19.1. CZ.NIC is entitled to change the Rules of Registration and the Price List at any time. The current version of those documents is always available at <http://www.nic.cz>.
- 19.2. CZ.NIC is obliged to publish any change in the documents mentioned in Article 19.1 at the address mentioned in Article 19.1 least 30 days before the effective date of such a change.
- 19.3. Relations to Domain Names registered before the implementation of a change in the documents

mentioned in Article 19.1 as well as the rights and obligations of CZ.NIC and the Holder are governed by the new version of the Rules of Registration from the day on which consent is given to the new version of the Rules of Registration in compliance with the Rules of Registration. However, CZ.NIC may decide that the implemented changes also apply to already registered Domain Names if there are serious reasons of technical nature.

## **20. TRANSITIONAL PROVISION**

- 20.1. LRR becomes the Appointed Registrar for all Domain Names registered before the effective date of the changes to the Rules of Registration (15 September 2005) as of their effective date and for the period remaining to the Day of Expiration of each individual Domain Name.
- 20.2. The Holder is entitled to change the Appointed Registrar in the period pursuant to Article 20.1. In case the Appointed Registrar has not been changed during this period and the Holder has not informed CZ.NIC that they want LRR to be the Appointed Registrar, CZ.NIC will proceed pursuant to Article 8.2 after the elapse of this period.

## Appendix 1

### Data required for entity registration

#### Type of entity (legal/natural person)

The following data is required for legal persons:

- Name including the legal form
- Registered office address – street, city, postcode, country
- Identification number
- Tax identification number
- Designation of individuals authorized to act on behalf of the person
- E-mail address

The following data is required for natural persons:

- First name and surname
- Home address (place of business for entrepreneurs) – street, city, postcode, country
- Date of birth
- Identification number and tax identification number for entrepreneurs
- E-mail address

### Data required for contact registration

#### Type of contact (natural person only)

The following data is required for natural persons:

- First name and surname
- Home address – street, city, postcode, country
- Date of birth
- Type and number of ID (passport, identity card, SSN)
- E-mail address
- Phone (optional)
- Fax (optional)

Detailed information about the required data is available in the Rules of Communication.