

# Rules of Domain Names Registration under the .cz ccTLD

Effective from 1 January 2014

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## 2. INTRODUCTORY PROVISIONS

2.1. In addition to their technical function (translation of numerical addresses), domain names fulfil important commercial and economic functions. Consequently, the CZ.NIC Association as the .cz (ccTLD) top-level domain administrator issues these rules for the registration and delegation of second-level Domain Names under the .cz ccTLD that govern the registration of domain names and their use.

2.2. The terms used in the Rules of Registration have the following meaning:

- 2.2.1. **Central Register** – a database of Domain Names, their holders and other persons related to the Domain Name, which was created and is owned by CZ.NIC. The Central Register is the source for Domain Name delegation into the CZ zone located on the primary name server.
- 2.2.2. **CZ.NIC** – CZ.NIC, special-interest association of legal entities, identification number 67985726, which administers the .cz ccTLD, and operates the Central Register of Domain names and the primary name server for the .cz ccTLD.
- 2.2.3. **Delegated Domain Name** – a registered Domain Name for which CZ.NIC maintains a record on the primary name server (“CZ zone”).
- 2.2.4. **Day of Registration** – the day when the registration of the Domain Name in the Central Register occurs.
- 2.2.5. **Day of Expiration** – the last day of the period for which the Domain Name was registered.
- 2.2.6. **cz. ccTLD** – country code Top-Level Domain (also called the national domain) of the Czech Republic.
- 2.2.7. **Domain Name** – Second-level domain name registered under the .cz ccTLD.
- 2.2.8. **Contact** – the record of a specific person (natural or legal entity) maintained in the Central Register.
- 2.2.9. **Rules of Alternative Dispute Resolution** – a document published by the CZ.NIC Association, containing the Holder’s public proposal of arbitration, which forms an integral part of these Rules of Registration.
- 2.2.10. **Rules of Registration** – the document “Rules of Domain Names Registration under the .cz ccTLD” published by the CZ.NIC Association.
- 2.2.11. **Registrar** – an entity entitled to access in a defined way the Central Register in accordance with an agreement with CZ.NIC and to submit requests for changes in records administered by the Central Register.
- 2.2.12. **Key Set** – a record file containing at least one DNS key intended for secure delegation of the domain name by means of the DNSSEC technology and at least one technical Contact.
- 2.2.13. **Nameserver Set** – a record file containing at least 2 nameservers and at least one technical Contact.
- 2.2.14. **Appointed Registrar** – the registrar for a specific Domain Name, for a specific Contact, for a specific Nameserver Set, or for a specific Key Set. A single Appointed Registrar is assigned for every registered Domain Name, Contact, Nameserver Set and Key Set.
- 2.2.15. **Holder** – the person who, as the owner of the rights to the Domain Name, has registered the Domain Name and is entitled to use and administer it throughout the registration period; if no legal entity is specified in the Holder entry (in the name field), the Holder will be deemed to be the natural person specified therein; if the name of the legal entity is completed, the legal entity will be deemed to be the Holder.
- 2.2.16. **Applicant** – the person for whose benefit the Domain Name is to be registered.
- 2.2.17. **Contact Identifier** – a character string under which the Contact is registered. It can only contain letters (except for diacritics), digits, the “-” character (but not at the beginning or at the end or more than once consecutively), and its length is at least 1 and at most 30 characters. This provision will apply mutatis mutandis to the identifiers of the Nameserver Set and of the Key Set.

- 2.3. The CZ.NIC Association is neither the holder, nor the owner of rights to Domain Names that have not yet been registered or whose registration has been terminated.

### **3. CONCLUSION OF AN AGREEMENT AND ACKNOWLEDGEMENT OF THE RULES OF REGISTRATION AND RULES OF ALTERNATIVE DISPUTE RESOLUTION**

- 3.1. The agreement on the registration of the Domain Name will be concluded by fulfilling the conditions for the registration of the Domain Name pursuant to Article 4. If the Applicant is a consumer,
  - 3.1.1. by filing the application for the registration of the Domain Name they agree that the Domain Name will be registered immediately after fulfilling the conditions for the registration of the Domain Name, i.e. before the deadline for withdrawal set in a special regulation;
  - 3.1.2. they cannot withdraw from the agreement on the registration of the Domain Name if the registration of the Domain Name was performed before the deadline for withdrawal by a consumer as set in a special regulation.
- 3.2. The agreement with the Rules of Registration and the Rules of Alternative Dispute Resolution will be deemed to be given if the Applicant or the Holder accepted the current version in writing or in another way that clearly shows the consent of the Applicant or the Holder as long as the content of the communication can be captured and the persons involved can be identified.
- 3.3. The following will also be deemed a valid consent to the Rules of Registration:
  - 3.3.1. placing an order for a new or renewed registration of the Domain Name;
  - 3.3.2. paying the price for a new or renewed registration of the Domain Name or, if relevant, for any other service connected with registering the Domain Name;
  - 3.3.3. the start of use of the Domain Name; or
  - 3.3.4. any other act of the Applicant or Holder toward the Registrar or the CZ.NIC Association, provided that such an act pertains to changing records on the given Domain Name that are kept in the Central Register.
- 3.4. The person giving consent to the current version of the Rules of Registration for the Applicant or Holder at the same time declares that they are authorized to act on behalf of the Applicant or Holder in this matter.
- 3.5. Registrars are obliged to make available and document at any time by request of the CZ.NIC Association the consent of the Applicant or Holder to the current version of the Rules of Registration and the Rules of Alternative Dispute Resolution as of the Day of Registration.

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

- 4.1. Domain Names are registered through a Registrar.
- 4.2. The CZ.NIC Association registers the Domain Names in the order in which the registration applications are delivered.
- 4.3. The Domain Name is registered always for entire years beginning with the Day of Registration of the Domain Name, for at most 10 years.
- 4.4. By registering the Domain Name, the Applicant will become the Holder and the Domain Name will be reserved for them for the specified period of time.
- 4.5. The CZ.NIC Association will register the Domain Name if

- 4.5.1. the registration application does not contain any imperfections preventing it from further processing;
  - 4.5.2. the existing Domain Name has been assigned with an existing Contact in the role of the Holder;
  - 4.5.3. all required information has been properly filled in;
  - 4.5.4. the Applicant agreed with the current version of the Rules of Registration and Rules of Alternative Dispute Resolution;
  - 4.5.5. the requested Domain Name is not registered by the Central Register at the moment of application processing (with the exception of domain names for which the deadline pursuant to 19 has not elapsed yet);
  - 4.5.6. the requested Domain Name conforms to the regulations for the creation of Domain Names (see 4.6); and
  - 4.5.7. along with the registration, the CZ.NIC Association obtains the respective price (including the registration price pursuant to Article REF\_Ref357419295 \r \h 19 as long as the registration is subject to charges).
- 4.6. Domain Names must conform to the RFC<sup>1</sup> 1034, 1035, 1122, 1123 standards and to any standards that supersede or amend them. A Domain Name can contain only the characters [a-z,0-9,-], may contain at most 63 characters, cannot begin or end with a “-” and must not contain two consecutive “-” characters.

## 5. RENEWAL OF DOMAIN NAME REGISTRATION

- 5.1. Domain Name registration may be renewed through the Appointed Registrar.
- 5.2. Domain Name registration may be renewed for whole years, also repeatedly, but for no more than 10 years. The CZ.NIC Association will renew a registration if
  - 5.2.1. it receives a request for registration renewal at the latest on the Day of Expiration (this is without prejudice to the possibility to renew a Domain Name registration during the protection period according to Article 8.2);
  - 5.2.2. the Holder agreed with the current version of the Rules of Registration on the date of the registration renewal;
  - 5.2.3. the CZ.NIC Association receives the respective price at the same time.

## 6. DOMAIN NAME DELEGATION

- 6.1. A registered Domain Name does not have to be Delegated. Nullification of the Domain Name Delegation does not affect the Domain Name registration.
- 6.2. CZ.NIC delegates a registered Domain Name, to which just one Nameserver Set is assigned.
- 6.3. The CZ.NIC Association is entitled to conduct periodic technical inspections of nameservers in the Nameserver Set and of DNS keys in the Key Set assigned to the Domain Name.
- 6.4. When a Domain Name registration is cancelled, the Domain Name delegation is terminated automatically. When the assignment of a Nameserver Set to a Domain Name is cancelled, the Domain Name delegation is cancelled automatically. Under the terms and conditions defined by these Rules of Registration, a Domain Name Delegation may also be cancelled if a Nameserver Set is still assigned to it.

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<sup>1</sup> Request For Comments – meaning the designation of documents that contain Internet standards as issued by the Internet Engineering Task Force and the Internet Society.

## **7. DOMAIN NAME TRANSFER**

- 7.1. The CZ.NIC Association will register a change of the Domain Name Holder (Domain Name transfer or cession of the agreement that established the relationship of the Holder to the Domain Name) upon instruction submitted through the Appointed Registrar of the given Domain Name. The Appointed Registrar may submit a request for a change of the Domain Name Holder upon written request of the Holder and the future Holder.
- 7.2. The future Holder must consent to the current version of the Rules of Registration and the Rules of Alternative Dispute Resolution as of the date of the Domain Name transfer.
- 7.3. No entitlement to a refund of the paid price or any part thereof arises for the original Holder due to its Domain Name transfer.
- 7.4. The transfer of the Domain Name does not affect the latter's Day of Expiration.

## **8. TERMINATION OF THE DOMAIN NAME REGISTRATION; PROTECTION PERIOD**

- 8.1. The CZ.NIC Association will cancel the registration of a Domain Name upon request submitted through the Appointed Registrar of the Domain Name. No entitlement to a refund of the paid price or any part thereof arises from cancelling the registration of a Domain Name.
- 8.2. If a Domain Name registration is not renewed before the Day of Expiration (Article 5), then on the day after the Day of Expiration the Domain Name enters a protection period of 60 days.
  - 8.2.1. The Domain Name registration may be renewed in compliance with Article 5 hereof retroactively from the Day of Expiration.
  - 8.2.2. If the Domain Name is not renewed in the first 30 days of the protection period, the CZ.NIC Association is entitled to terminate the Delegation of the Domain Name. In such a case, the Domain Name delegation cannot be renewed, not even by changing details in the assigned Nameserver Set or by assigning a different Nameserver Set to the Domain Name concerned.
  - 8.2.3. The registration of a Domain Name expires when the protection period has elapsed unless the Domain Name registration is renewed during the protection period.
- 8.3. If the agreement between an Appointed Registrar and the CZ.NIC Association is terminated, based on which the Appointed Registrar enjoyed the Registrar status, the registrations of Domain Names registered through the Appointed Registrar will not be terminated. Before renewing the registration of the Domain Name, the Holder must choose a new Appointed Registrar.
- 8.4. When the registration of a Domain Name is cancelled or expires, the rights to the Domain Name will also expire.

## **9. REGISTRATION OF CONTACTS**

- 9.1. A single Contact can be used for more than one Domain Name (Contact in the role of a Holder or an administrative Contact), Nameserver Set (a technical Contact) or a Key Set (a technical Contact).
- 9.2. Contacts are registered by means of a Registrar. By filing an application for Contact Registration, the respective person expresses its consent to these Rules of Registration through the Registrar.

- 9.3. For Contacts that are also contacts of the MojeID<sup>2</sup> service, the Appointed Registrar cannot be changed.

## 10. CHANGES AND THEIR AUTHORIZATION

- 10.1. The wording of a Domain Name can be modified neither in full, nor in part.
- 10.2. The Registrar who requested the change is responsible towards the CZ.NIC Association for authentication, authorization and validity of such an instruction.
- 10.3. The CZ.NIC Association will change data in the Central Register upon request by the persons that are stated for each of the Domain Names, Contacts, Nameserver Sets, and Key Sets as the persons authorized to make such changes, provided that the request is submitted by means of the relevant Registrar. Appendix 2 details the Contacts that can change the data in the Central Register.
- 10.4. If multiple persons are entered in the Central Register that are competent to make the same change, then the change can be made upon request by any of these persons.
- 10.5. For a Contact that is a legal entity, apart from the person stated in the Contact record, acts may also be effected by a person or persons authorized to act on behalf of the legal entity. In such a case, an officially certified signature or a secure electronic signature pursuant to the laws is required for the authentication. An original or certified copy of an excerpt from the Commercial Register (not older than 3 months) or an excerpt from an analogous register must also be submitted. The name of the legal entity and/or the ID number in the official excerpt must be identical with its name stated in the Contact in the field showing the name of the legal entity; the confirming person(s) must be authorized to act on behalf of the legal entity in line with the official excerpt. If the authorized person is represented, then appended to the confirmation must also be a Power of Attorney with an officially authenticated signature.

## 11. PRICE

- 11.1. The price of the services provided by the Registrar to the Holder, including the price for the registration of the Domain Name or other services, is set by an agreement between the Registrar and the Holder.
- 11.2. The price of individual services provided by the CZ.NIC Association to the Registrars can be found in the CZ.NIC price list, which is available to Registrars.
- 11.3. The CZ.NIC Association is also entitled to charge for services it provides to Domain Name Holders or other persons, and the prices of the services are detailed in the Price List of the CZ.NIC Association available on its website.

## 12. DATA IN THE CENTRAL REGISTER

- 12.1. The Central Register is operated by the CZ.NIC Association. The CZ.NIC Association is the administrator of personal data kept in the Central Register. The Registrar is a processor of such data.
- 12.2. The person submitting an application for the registration of a Domain Name or Contact, or an application for changing data pertaining to a Domain Name or Contact:
  - 12.2.1. grants by lodging such an application their consent with processing their personal data specified in the application for the purpose of maintaining and administering

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<sup>2</sup> The Rules of Provision of the mojeID Service to End Users available at [www.mojeid.cz](http://www.mojeid.cz)

- the Central Register, as well as with making such data public through the mediation of the Internet as part of information services rendered by the CZ.NIC Association;
- 12.2.2. is responsible for the correctness of all data specified in the registration application pertaining to persons mentioned in such an application, and declares that these are not cover names, that they have obtained consent from all persons whose personal data are to be recorded in the Central Register on the basis of the application, and undertakes to obtain such consent in the event of any changes of such persons or data pertaining to such persons.
  - 12.2.3. is obliged to report any changes of the data submitted to the CZ.NIC Association through the mediation of the Registrar without undue delay;
  - 12.2.4. is obliged to act in such way that in consequence of their doing no duplicate records of Contacts arise, and no identical Contacts differing only as to the Contact Identifier are kept in the Central Register.
- 12.3. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.
  - 12.4. CZ.NIC is entitled to call on the Holder, or the person concerned, to provide any information essential for the identification of these persons, especially date of birth and identification numbers (IN), if such information is necessary for unambiguous identification of the Holder, in particular during legal, arbitrary, administrative or criminal or any other proceedings in progress.
  - 12.5. The Holder, whose seat, residence or contact address is outside the European Union or the European Economic Area (EU/EEA), is obliged to provide the CZ.NIC Association with its contact address within the EU/EEA upon request by CZ.NIC, upon a judicial request, or request by an executive authority, an arbiter, or the arbitration court, or designate a representative with a mailing address within the EU/EEA at which the Holder may receive mail relating to Domain Names.

### **13. OPTIMIZATION OF DATA IN THE CENTRAL REGISTER**

- 13.1. CZ.NIC is entitled, at its discretion, to optimise the information kept in the Central Register. For this purpose, CZ.NIC is entitled to merge records on Contacts, Nameserver Sets and Key Sets that only differ as to the identifier. If CZ.NIC performs such a merger, all links of the merged elements to the Domain Names as well as their mutual links will be preserved and transferred to the element into which the other elements were merged. The affected persons will be notified by CZ.NIC of such a merger.
- 13.2. The CZ.NIC Association may delete:
  - 13.2.1. Contacts which were not assigned to any Domain Name, Nameserver Set or Key Set in the previous 6 months as long as no change was performed in the Contact; this does not apply in case of Contacts that are also MojID contacts<sup>2</sup>.
  - 13.2.2. Nameserver Sets which were not assigned to any Domain Name in the previous 6 months and as long as no change was performed in the Nameserver Set.
  - 13.2.3. Key Sets which were not assigned to any Domain Name in the previous 6 months and as long as no change was performed in the Key Set.
  - 13.2.4. the link between the Domain Name and the Key Set in case the Key Set is not functional.
- 13.3. The identifiers of the deleted Contacts, Nameserver Sets and Key Sets cannot be used within 2 months of deletion.

## 14. PROVISION OF DATA FROM THE CENTRAL REGISTER

- 14.1. The CZ.NIC Association is entitled to make available and document the consent of the Holder to the current version of the Rules of Registration and the Rules of Alternative Dispute Resolution to the court of justice, arbitration court or other state authority for the purposes of legal, arbitration, administrative, criminal or any other proceedings.
- 14.2. Appendix No. 1 states which details in the Domain Name records, Contacts and Nameserver Sets can be marked as hidden. Hidden information is not published through the public information services (WHOIS), but the right of CZ.NIC to keep such information in the Central Register and to provide it to Registrars for technical reasons necessary for running the Central Register remains unaffected.
- 14.3. Upon a written request with official signature certification, CZ.NIC will provide information about the address of the Holder of a specific Domain Name, even if this data is marked as hidden. The request must state and document the purpose for which the applicant is requesting that the data be revealed and CZ.NIC is, at its discretion, entitled to refuse to provide the information if it comes to the conclusion that the purpose of the application is not consistent with good business practice or if the applicant, without any legitimate reason, has repeatedly asked for information about the address of different Holders of various Domain Names. CZ.NIC is entitled to charge for the application. The applicant is entitled to use the information solely for the purpose stated in the application.
- 14.4. CZ.NIC is entitled to provide information marked in the Central Register as hidden, including information provided later pursuant to Article 12.4 or 12.5 to the state administrative bodies and to the courts of justice including the arbitration court, in compliance with the law and as part of their official activities or dispute resolution. Therefore, it is possible to provide only information related to the specific Contacts or specific Domain Names. Under the same conditions, CZ.NIC is also entitled to provide information about historical data, if available.
- 14.5. Upon request of the current Domain name Holder, CZ.NIC will provide historical data from the Central Register which pertain to the Domain Name, i.e. data about the previous Domain Name Holders since the date of the most recent Domain Name registration for the maximum of the last 5 years. For the purpose of this provision, the term "historical data" refers to such data about the previous Holders which cannot be designated as hidden as in Appendix No. 1; data about the current Holder are provided irrespective of whether they can be designated by Appendix No. 1 as hidden. Historical data for the period preceding 1 January 2010 are provided anonymously; this restriction does not apply to the current Domain Name Holder. Historical data can only be provided if available.

## 15. RIGHTS AND DUTIES OF THE CZ.NIC ASSOCIATION

- 15.1. Adhering to these Rules of Registration, the CZ.NIC association undertakes to
  - 15.1.1. perform and maintain the Domain Name registration;
  - 15.1.2. keep record of a registered Domain Name in the Central Register;
  - 15.1.3. keep a record of the delegated Domain Name in the CZ zone; and
  - 15.1.4. make every effort that may be reasonably required to ensure a fault-free and smooth operation of the Central Register and the primary name server.
- 15.2. The CZ.NIC Association may adopt technical measures aimed especially at reducing network traffic which threatens the stability of CZ.NIC systems, even if such measures lead or may lead to the reduced availability of the CZ.NIC services, functionality of registered Domain names, nameservers, etc. In that event, the CZ.NIC Association will not be held liable for any damage, but is obliged to make every effort that may be reasonably required to terminate such measures as soon as possible.



- 15.3. If the CZ.NIC Association has the right or obligation to perform registrations, transfers, blocking or cancellations of Domain Names, changes in other records in the Central Register or any other steps under these Rules of Registration, the CZ.NIC Association is entitled to perform such steps even though the request for their execution was not submitted through the Appointed Registrar. The CZ.NIC Association is entitled to perform such a step at the request of the Holder, a person listed in the Central Register or another authorized person submitted in a way different than through the Appointed Registrar even if such a possibility does not follow explicitly from these Rules of Registration.

## **16. TERMINATION OF THE DOMAIN NAME REGISTRATION**

- 16.1. CZ.NIC association is entitled to terminate, at its discretion, a Domain Name registration if
- 16.1.1. the wording of the Domain Name is in violation of the rules for forming domain names;
  - 16.1.2. the information kept in relation to the Domain Name in the Central Register is untrue, inaccurate, incomplete or misleading;
  - 16.1.3. no additional information is provided according to the article 12.4 or mailing address or the address of a representative under Article 12.5 within 15 days after sending the notice;
  - 16.1.4. facts on the basis of which the Domain Name was registered change, for example if the Holder ceases to exist without any legal successor or dies without any heirs;
  - 16.1.5. consent to the Rules of Registration or Rules of Alternative Dispute Resolution was not granted in compliance with these documents;
  - 16.1.6. such right arises from other provisions of the Rules of Registration.
- 16.2. The cancellation of a Domain Name carried out by the CZ.NIC association pursuant to the Rules of Registration does not constitute any title to the return of any fulfilment accepted by the CZ.NIC association from the Holder or any other person in relation to the Domain Name whose registration is to be cancelled.

## **17. INVALIDATION OF DOMAIN NAME DELEGATION**

- 17.1. The CZ.NIC association is entitled to invalidate the delegation of the Domain Name at its own discretion if the same is used in a fashion that endangers national or international computer security, particularly if through the Domain Name or through the services which are made available by the same a harmful content (especially viruses, malware) is distributed or if the content of a different service is masqueraded (especially phishing), or if the hardware that is made available through the Domain Name becomes a control centre of interlinked hardware network distributing the harmful content (especially botnet).
- 17.2. The CZ.NIC Association is entitled to invalidate the delegation of the Domain Name for a period of up to 1 month, even repeatedly; however it is not obliged to actively seek Domain Names which would fit the definitions mentioned in Article 17.1.
- 17.3. Details concerning the examination of conditions for invalidation of the delegation and the procedure of invalidation are determined by CZ.NIC-CSIRT<sup>3</sup>.
- 17.4. The procedure taken under this provision cannot be used to enforce the protection of third parties' property rights against spam distribution if the conditions given in Article 17.1 are not fulfilled.

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<sup>3</sup> The security team of the CZ.NIC Association responsible for resolving incidents in AS25192 and incidents related to the nameservers operated by the CZ.NIC Association.

- 17.5. The cancellation of a Domain Name delegation carried out by the CZ.NIC Association pursuant to the Rules of Registration does not constitute any title to the return of any fulfilment accepted by the CZ.NIC Association from the Holder or any other person in relation to the Domain Name whose delegation is to be cancelled.

## **18. PROCEDURE PURSUANT TO A COURT OR OTHER DECISION**

- 18.1. The CZ.NIC Association will cancel the delegation and/or the registration of a Domain Name, transfer the Domain Name to a different person and suspend the option to transfer the Domain Name to another person if this is stipulated in an executable decision, even if CZ.NIC itself has not been a party to the proceedings in which such a decision was made.
- 18.2. The decision will be presented to the CZ.NIC Association in its original or officially certified copy with a clause attached that certifies its legal effect and enforceability (such a clause is not required in the case of injunctions).
- 18.3. No act of the CZ.NIC Association effected according to this article will give rise to an entitlement to a refund of any payments received by CZ.NIC from the Holder or any other person in connection with the Domain Name to which such an act pertains.

## **19. REGISTRATION OF A DOMAIN NAME CANCELLED AS A RESULT OF A DECISION**

- 19.1. If the decision pursuant to Article 18 stipulates the obligation to cancel the registration of the Domain Name but not the duty to transfer the Domain Name, the CZ.NIC Association will not, for the period of 1 month, permit a repeated registration of the same Domain Name by a person other than the person who requested the cancellation of registration for Holder, or the third party to which this person transferred his/her right.
- 19.2. If the person who requested the registration cancellation or a third party to which the person transferred this right request the registration of the Domain Name in the given period, the CZ.NIC Association will register it for 1 month, and the Holder is required to choose an Appointed Registrar for the Domain Name.

## **20. DOMAIN NAME BLOCKING**

- 20.1. The CZ.NIC Association will suspend the possibility of transferring the Domain Name to another person and the possibility of cancelling the registration of the Domain Name (hereinafter "Blocking") at the request of the person who has initiated the proceedings against the Holder, disputing the registration of the Domain Name by the Holder because their rights were violated.
- 20.2. The person requesting the Blocking will document the initiation of the dispute by submitting a copy of the motion to institute the proceedings filed with the original stamp of filing date or the confirmation by that general court, arbitration court or arbiter that the proceedings have been instituted or by an affirmative statement of the Holder about the institution of the proceedings.
- 20.3. The person at whose request the Blocking has been performed will be obliged to document at any time at the request of CZ.NIC and within 14 days of such request that the proceedings have not be terminated by the issue of a final decision; failing that, CZ.NIC may cancel the Blocking without undue delay.
- 20.4. The Blocking will be performed for 4 months, and this period cannot be extended. Before the expiry of this period, the Blocking will be cancelled if the proceedings have been lawfully terminated.

- 20.5. The CZ.NIC Association will cancel the Blocking if it is notified that the proceedings have been lawfully terminated or if the final termination of the proceedings is documented by the Holder.
- 20.6. In the event that it has been lawfully ruled in the proceedings on the transfer or cancellation of the Domain Name, CZ.NIC will cancel the Blocking upon the notification of any of the parties to the proceedings and the submission of the copy of the respective ruling with a clause certifying its legal force and will transfer or cancel the Domain Name in accordance with the decision and these Rules of Registration.
- 20.7. The Blocking of the same Domain Name can be performed no sooner than after the expiry of 12 months after the termination of the previous Blocking of the respective Domain Name.
- 20.8. This will be without prejudice to the right to apply for the issue of an interim order for the same purpose for which the Blocking is intended, or to propose the issue thereof after the expiry of the maximum period for which the Blocking can be performed.
- 20.9. The person at whose request the Blocking has been performed will be liable for any damage incurred by the Holder or CZ.NIC as a result of the Blocking.

## **21. LIABILITY OF DAMAGES**

- 21.1. The Holder acknowledges that the Domain Name, its registration or use can violate the rights of third parties to other Domain names, trademarks, brands, names, company names, or the legal regulations on unfair competition, right of privacy, etc. By filing a request for the registration of the Domain Name, the Holder confirms that, aware of the possible violation of the aforementioned rights and regulations, they made every effort to make sure that the registered Domain Name will not violate these rights and legal regulations. The Holder is not entitled to use the Domain Name or make the name available for the purposes which are contrary to the legal regulations or rights or legitimate interests of the third parties.
- 21.2. The Holder will be liable for damages caused to the CZ.NIC Association by stating incorrect, incomplete, inaccurate or misleading data or using a Domain Name contrary to the Rules of Registration or in a manner infringing upon third parties' rights.
- 21.3. The CZ.NIC Association does not assess the legitimacy of any application for a Domain Name registration nor its use with regard to the rights or justified interests of third parties.
- 21.4. The Holder understands that the registration of a Domain Name does not constitute any protection against third parties' objections to the registration or use of the Domain Name concerned.
- 21.5. The CZ.NIC Association does not bear any responsibility for use or non-use of the registered Domain Name, or the way the Domain Name is used. The CZ.NIC Association, in particular, does not bear any responsibility for the violation of copyrights, trademarks, names or trade companies of third parties resulting from the registration or use of the Domain Name.
- 21.6. The CZ.NIC Association does not bear any responsibility for the functioning of the name servers assigned to the Domain Name.
- 21.7. The responsibility for any harm caused by the action or inaction of the CZ.NIC Association to the Holder with regard to one Domain Name may not exceed CZK 250,000; this does not apply to the injury of the natural rights of man or harm caused intentionally or by gross negligence.

## **22. COMMUNICATION**

- 22.1. Communication between the CZ.NIC Association and the Holder of the Domain Name is carried out primarily through the Appointed Registrar. In the event that the CZ.NIC

Association communicates directly with the Holder, it does so using the data which the Holder stated in the Central Register, where electronic means of communication is considered equivalent to communication via regular mail sent to the postal address. The Holder is obliged to ensure that he/she can be delivered mail via the e-mail address stated in the Central Register and have documents delivered at the postal address stated in the Central Register, whereas the fact that mail could not be delivered to him/her using the data from the Central Register, is the responsibility of the Holder.

- 22.2. Communication between the CZ.NIC Association and the Registrar is carried out in the way specified by the terms and conditions for Registrars.
- 22.3. Written communication according to these Rules of Registration is considered as preserved if carried out by electronic or other technical means enabling the receipt of the content of such communication and identification of the persons conducting the communication.

## **23. RESOLUTION OF DISPUTES BETWEEN THE HOLDER AND THE CZ.NIC ASSOCIATION**

- 23.1. If the Holder and the CZ.NIC Association are not able to resolve a dispute concerning the Domain Name registered by the Holder and if the Holder files a petition against the CZ.NIC Association at the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, the CZ.NIC Association will respect the jurisdiction of the arbitration court as long as the arbitration proceedings are conducted by three arbiters in Prague in the Czech language according to the rules of the aforementioned court and without exclusion of hearings, and as long as the arbitration ruling is final and binding for both parties.
- 23.2. In other cases, the general courts of the Czech Republic have jurisdiction for solving disputes between the Holder and the CZ.NIC Association.

## **24. RESOLUTION OF DISPUTES BETWEEN THE HOLDER AND THIRD PARTIES**

- 24.1. The Holder is obliged to make every effort that may reasonably be required from him to achieve an amicable settlement of disputes concerning Domain Names and/or their registrations that might arise between the Holder and other persons. If the litigants do not settle the dispute in an amicable way, they are free to settle their dispute within the scope of valid legal regulations, i.e. through arbitration or municipal courts.
- 24.2. The Holder hereby makes a public arbitration bid in accordance with the Rules of Alternative Dispute Resolution for all domain names of the Holder listed in the electronic database of the domain names in the .cz ccTLD administered by the CZ.NIC Association.

## **25. DOCUMENT CHANGES**

- 25.1. CZ.NIC is entitled to change the Rules of Registration, the Rules of Alternative Dispute Resolution, the price list and related documents at any time. Current version of these documents is always available at <http://www.nic.cz>.
- 25.2. CZ.NIC is obliged to publish any amendment to the documents mentioned in Article 25.1 at least 1 month before the effective date of such change at <http://www.nic.cz>.
- 25.3. The Holder may reject the changes in the Rules of Registration and cancel the registration of a Domain Name by written notice delivered to the Appointed Registrar or the CZ.NIC Association no later than the day preceding the effective date of the respective change to the Rules of Registration.

## Annex 1: Mandatory and Possibly Hidden Data in Records of Domain Names, Contacts, Nameserver Sets and Key Sets

	Data name	Data description	Obligatory	Possibly hidden
<b>Domain Name</b>	Name	Domain Name	A	
	Registrant	Holder's ID	A	
	NSSet	Nameserver Set		
	Admin	Administrative ID Contact (list)		
	KEYset	Key Set		

	Data name	Data description	Obligatory	Possibly hidden
<b>Contact</b>	Org	Name of the company or organization		
	Name	Name	A	
	Email	Email	A	A
	NotifyEmail	E-mail notification		A
	Voice	Telephone		A
	Fax	Fax		A
	Vat	VAT (tax identifier)		A
	Addr	Address – street (list of 3 items maximum), city, ZIP code, country code	A	A*
	Ident	Identification – a pair of type and number of the identifier (date of birth/identity card or passport/CIN/MPSV)		A

	Data name	Data description	Obligatory	Possibly hidden
<b>Nameserver Set</b>	DNS	List of nameservers (at least 2, at most 9)	A	
	TechAdmin	Tech Contact (list)	A	

	Data name	Data description	Obligatory	Possibly hidden
<b>Key Set</b>	DNS key	DNS key	A	
	TechAdmin	Tech Contact (list)	A	

Note: A = Mandatory / possibly hidden data  
 Empty field = Optional / non-hidden data

- \* Hiding the Addr item in Contact is only possible if the Contact is a natural person and
- it is a validated contact pursuant to the Rules of Rules of Provision of the mojeID Service to End Users; or
  - it is an identified contact pursuant to the Rules of Rules of Provision of the mojeID Service to End Users; or
  - the identity of the Contact was verified by the CZ.NIC Association by other means corresponding to the validation and identification pursuant to sections a) and b).

## Appendix 2: Changes to the data in the Central Register and their confirmation

### Changing Domain Name information

A request for changing Domain Name data may only be made through the Appointed Registrar except for changing the Appointed Registrar itself; this type of change can only be made through a new Appointed Registrar.

Item name	Contact entitled to confirm the change
Domain Name	Cannot be changed
Administrative Contact	Holder, administrative Contact
Appointed Registrar	Holder, administrative Contact
Nameserver Set	Holder, administrative Contact, technical Contact for the existing Nameserver Set
Key Set	Holder, administrative Contact, technical Contact for the existing Key Set, technical Contact for the existing Nameserver Set
Transfer (change in the Holder)	Holder and the new Holder
Termination	Holder

### Changing Contact information

Contact data may be changed through the Appointed Registrar.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Other data	Relevant Contact

### Changing Nameserver Set information

Nameserver Set data may be changed by means of the Appointed Registrar of the Nameserver Set.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Technical Contact	Technical Contact
Nameserver	Technical Contact
Termination	Technical Contact

### Change of the Key Set data

Key Set data may be changed by means of the Appointed Registrar of the Key Set.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Technical Contact	Technical Contact
DNS key	Technical Contact
Termination	Technical Contact