

Rules of Domain Name Registration Under ccTLD .cz

Effective since October 1, 2007.

1. INTRODUCTORY PROVISIONS

- 1.1. This document defines rules for the registration and delegation of second-level Domain Names under ccTLD.cz.
- 1.2. Capitalized terms used in these Rules of Registration have the following meanings:
 - 1.2.1. **Central Registry** – a database of Domain Names, their holders and other persons maintained by CZ.NIC. The Central Registry is the source for Domain Name delegation into the CZ zone maintained by the primary name server.
 - 1.2.2. **CZ.NIC** – the interest group of legal persons CZ.NIC, Identification No. 67985726.
 - 1.2.3. **Delegated Domain Name** – a registered Domain Name for which CZ.NIC maintains a record on the primary name server (“CZ zone”).
 - 1.2.4. **Day of Registration** – the day on which a Domain Name is registered in the Central Registry.
 - 1.2.5. **Day of Expiration** – the day following the day on which the period for which a Domain Name is registered elapses.
 - 1.2.6. **ccTLD .cz** – country code Top Level Domain (a top level domain, also called the national domain) of the Czech Republic.
 - 1.2.7. **Domain Name** – a second-level domain consisting of a permissible combination of permissible characters.
 - 1.2.8. **Holder** – the natural or legal person that has a Domain Name registered for themselves; if the Holder record does not include a name of a company or organization, then the person who has filed the Domain Name registration application is deemed to be the Holder; if the name of a company or organization is filled out, then this company or organization is deemed to be the Holder.
 - 1.2.9. **Contact** - the record of a specific person (natural or legal) maintained in the Central Registry. A Contact may be administrative, technical or in the Holder's role.
 - 1.2.10. **Rules of Alternative Dispute Resolution** – a document published by CZ.NIC, containing the Holder's public proposal of arbitration, which forms an integral part of the Rules of Registration.
 - 1.2.11. **Rules of Registration** – the document “Rules of Domain Name Registration Under ccTLD .cz” published by CZ.NIC.
 - 1.2.12. **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. The Holder can only make a change in the Central Registry by means of a Registrar.
 - 1.2.13. **Nameserver Set** – a set of records containing at least 2 nameservers and at least one technical Contact.
 - 1.2.14. **Appointed Registrar** – the registrar appointed for a specific Domain Name by the Holder, or for a specific Nameserver Set designated by the technical Contact of the Nameserver Set. Only one Appointed Registrar is responsible for every registered Domain Name as well as for every Nameserver Set.
 - 1.2.15. **Applicant** - a natural or legal person filing the Domain Name registration application.

2. DOMAIN NAME REGISTRATION

- 2.1. Domain Names are registered through a Registrar.
- 2.2. 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 consent is also deemed to have been obtained legitimately if the Applicant accepts the current Rules of Registration in a manner from which it is evident that the Applicant consents to the wording of the Rules of Registration. The following options will be considered as legitimate consent:
 - 2.2.1. A Domain Name registration order has been placed;

- 2.2.2. The price has been paid for the Domain Name registration or, if relevant, for any other service that the Registrar may connect with registering the Domain Name;
- 2.2.3. The Holder has begun to use a Domain Name, or
- 2.2.4. The Holder has effected any other act toward the Registrar or CZ.NIC, provided that such an act pertains to changing records on the given Domain Name that are kept in the Central Registry.
- 2.3. 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 at the same time declares that he or she is authorized to act on the Applicant's behalf in this matter.
- 2.4. Registrars are obligated to make available and document the Holder's consent to the current Rules of Registration as of the Day of Registration pursuant to Article 2.2 upon request by CZ.NIC at any time. CZ.NIC may make available and document the information provided in this manner to a court of justice, court of arbitration or another public authority for the purposes of judicial, arbitration, administrative, criminal or other similar proceedings.
- 2.5. 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.
- 2.6. Domain Names are always registered for whole multiples of a year starting on the Day of Registration of the Domain Name, yet for no more than 10 years.
- 2.7. Upon the registration of a Domain Name, the Domain Name is reserved for the Holder for the specified period of time.
- 2.8. CZ.NIC will register a Domain Name if
 - 2.8.1. The application for registration does not contain insufficiencies preventing its further processing;;
 - 2.8.2. An existing Contact in the Holder's role has been assigned to the Domain Name;
 - 2.8.3. All the required data has properly been filled in;
 - 2.8.4. The Applicant has given its consent to the current Rules of Registration and the Rules of Alternative Dispute Resolution;
 - 2.8.5. The requested Domain Name is not registered by the Central Registry at the time when the application is filed;
 - 2.8.6. The requested Domain Name complies with the rules of Domain Name formation (see Article 10), and
 - 2.8.7. Applicable payments of appropriate prices are settled concurrently with the registration.

3. DOMAIN NAME REGISTRATION RENEWAL

- 3.1. Domain Name registration may be renewed by means of the Appointed Registrar.
- 3.2. Domain Name registration may even repeatedly be renewed for whole multiples of a year, yet for no more than 10 years. CZ.NIC will renew a registration if
 - 3.2.1. 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 a Domain Name registration during the protection period according to Article 6.2);
 - 3.2.2. The Holder gives consent to the current version of the Rules of Registration as of the date of registration renewal, with the provisions of Articles 2.2, 2.3 and 2.4 to be applied analogously.
 - 3.2.3. Applicable payments of appropriate prices are settled concurrently.

4. DOMAIN NAME DELEGATION

- 4.1. A registered Domain Name does not have to be delegated. The cancellation of a Domain Name delegation does not affect the Domain Name registration.
- 4.2. CZ.NIC delegates a registered Domain Name, to which just one Nameserver Set is assigned.
- 4.3. CZ.NIC may perform routine technical checks of name servers in the Nameserver Set assigned to the Domain Name.

- 4.4. When a Domain Name registration is cancelled, the Domain Name delegation is terminated without further ado. When the assignment of a Nameserver Set to a Domain Name is canceled, the Domain Name delegation is canceled with further ado. Under the terms and conditions defined by these Rules of Registration, a Domain Name delegation may also be canceled if a Nameserver Set is still assigned to it.

5. DOMAIN NAME TRANSFER

- 5.1. CZ.NIC will register a change of the Domain Name Holder (a transfer of the Domain Name) upon request 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.
- 5.2. The Registrar is obligated to obtain the future Holder's consent to the current version of the Rules of Registration and the Rules of Alternative Dispute Resolution as of the date of Domain Name transfer, with the provisions of Articles 2.2, 2.3 and 2.4 to be applied analogously.
- 5.3. No entitlement to a refund of the paid price or any part thereof arises for the Holder from its Domain Name transfer.
- 5.4. The Day of Expiration of the transferred Domain Name remains unaffected by the Domain Name transfer.

6. TERMINATION OF DOMAIN NAME REGISTRATION

- 6.1. CZ.NIC 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 canceling the registration of a Domain Name.
- 6.2. If a Domain Name registration is not renewed before the Day of Expiration (Article 3), then on the Day of Expiration the Domain Name enters a "protection period" of 45 days.
 - 6.2.1. The Domain Name registration may be renewed in compliance with Article 3 hereof retroactively from the Day of Expiration.
 - 6.2.2. If the registration of a Domain Name is not renewed during the first 30 days of the protection period, CZ.NIC may cancel the Domain Name delegation. 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.
 - 6.2.3. The registration of a Domain Name expires when the protection period has elapsed unless the Domain Name registration is renewed during the protection period.
- 6.3. If the agreement between an Appointed Registrar and CZ.NIC 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. The Holder may designate another Appointed Registrar at any time afterwards.

7. CONTACT REGISTRATION

- 7.1. A single Contract may be used for more than one Domain Name (a Contact in the Holder's role or an administrative Contact) and/or Nameserver Set (a technical Contact).
- 7.2. Contacts are registered by means of a Registrar. By filing an application in this respect, the given person expresses its consent to these Rules of Registration by means of the Registrar.

8. CHANGES AND THEIR AUTHORIZATION

- 8.1. The wording of a Domain Name cannot be modified.
- 8.2. The Registrar requesting a change is liable to CZ.NIC for the authentication, authorization and validity of the request for change.
- 8.3. CZ.NIC will change data in the Central Registry upon request by the persons that are stated for each of the Domain Names, Contacts and Nameserver Sets as the persons authorized to make such changes, provided that the request is submitted by means of the relevant Registrar.
- 8.4. 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 is required for the authentication. The officially certified signature shall also be accompanied by an original or certified copy of an excerpt from the Commercial Register (not older than 3 months) or an excerpt from an analogous registry. The name of the legal entity in the official excerpt must be identical with the legal entity's name stated in the Contact in the field meant to show the name of the company or organization; 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 certified signature.

- 8.5. If several persons are entered in the Central Registry that are competent to make the same change, then the change can be made upon request by any of these persons.

8.6. Changing Domain Name data

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

Item title	Contact authorized to confirm a change
Domain Name	Cannot be changed
Holder	Contact in the Holder's role
Administrative Contact	Holder, administrative Contact
Appointed Registrar	Holder, administrative Contact
Nameserver Set	Holder, administrative Contact, technical Contact for the existing Nameserver Set
dnssec	Holder, administrative Contact
Transfer	Holder and the new Holder
Cancellation	Holder

8.7. Changing Contact data

Contact data may be changed by means of the Appointed Registrar of the Domain Name, with which the Contact is registered in the role of the Holder or administrative Contact, or by means of the Appointed Registrar of the Nameserver Set, with which the Contact is registered as the technical Contact. If no such Domain Name or Nameserver Set exists, the Contact data can be changed by means of the Registrar, through which the Contact has been created.

Item Title	Contact authorized to confirm a change
Identifier	Cannot be changed
Other details (excl. identifier)	Relevant Contact

8.8. Changing Nameserver Set data

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

Item Title	Contact authorized to confirm a change
Identifier	Cannot be changed
Technical Contact	Technical Contact
Nameserver	Technical Contact
Cancellation	Technical Contact

9. PRICE

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

10. RULES FOR DOMAIN NAME CREATION

- 10.1. Domain Names must comply with the RFC¹ 1034, 1035, 1122, 1123 standards and any standards that replace or amend them. The applicable requirements are in particular the following:

- 10.1.1. A Domain Name may only contain characters [a-z,0-9,-];
- 10.1.2. The maximum Domain Name length is 63 characters;
- 10.1.3. A Domain Name may not start or end with the "-" character;

¹ Request For Comments – means the designation of a series of documents containing research data, measurements and observations as well as proposed and accepted standards for the TCP/IP protocol.

- 10.1.4. A Domain Name may not contain two successive “-“ characters.
- 10.2. CZ.NIC may cancel the registration of a Domain Name that is worded contrary to the rules for domain name creation.

11. PERSONAL DATA PROTECTION; DAT IN CENTRAL REGISTRY

- 11.1. 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.
- 11.2. Persons filing an application for the registration of a Domain Name, Holder or Contact or an application for a change of data concerning a Domain Name, Holder or Contact
 - 11.2.1. 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 accessible through the Internet as part of the information services provided by CZ.NIC.
 - 11.2.2. Are responsible for the accuracy of all data listed in the application for registration that concerns persons listed in the applications and declare that those are not pseudonyms and that they have obtained consents from all persons whose personal data is to be kept in the Central Registry based on the application for registration and undertake to obtain such consents in the case of changes of such persons or data about such persons.
 - 11.2.3. Are obligated to report through a Registrar without undue delay any changes in the data they have provided to CZ.NIC.
- 11.3. Annex 1 specifies which data used in the Domain Name, Contact and Nameserver Set records must be filled in as mandatory entries.
- 11.4. CZ.NIC may invite a Holder or a person to whom a particular data item pertains to submit additionally data that is required to identify these persons, in particular dates of birth and identification numbers (ID) in cases when the submission of such a detail is needed for unambiguous identification within an ongoing judicial, arbitration, administrative, criminal or other similar proceeding; CZ.NIC may disclose such additionally submitted data for the purposes of such a proceeding.
- 11.5. Annex 1 specifies which data used in the records on Domain Names, Contacts and Nameserver Sets can be marked as hidden. If a piece of data is marked as hidden, it means that it will not be published by means of public information services (WHOIS); however, this does not affect the right of CZ.NIC to keep such data in the Central Registry and to make it available to Registrars for technical reasons requisite for operating the Central Registry.
- 11.6. CZ.NIC may disclose data from the Central Registry, even if the data is marked as hidden, to public administration authorities and courts, including courts of arbitration, in accordance with the applicable legislation and within the scope of their official activities or as part of dispute resolution procedures. This procedure may only be used to disclose data pertaining to specific Contacts or particular Domain Names. Under the same terms and conditions, CZ.NIC may also disclose history data if available.

12. RIGHTS AND OBLIGATIONS OF CZ.NIC

- 12.1. Under the conditions specified in these Rules of Registration, CZ.NIC undertakes to
 - 12.1.1. Register a Domain Name and to maintain the registration under the defined conditions;
 - 12.1.2. Keep a record of the registered Domain Name in the Central Registry;
 - 12.1.3. Keep a record of the delegated Domain Name in the CZ zone; and
 - 12.1.4. Make every effort that may be reasonably required to ensure a faultless and smooth operation of the Central Registry and the primary name server.
- 12.2. CZ.NIC may cancel the registration of a Domain Name at its discretion if
 - 12.2.1. The data kept in the Central Registry in connection with the Domain Name is untrue, incomplete or misleading,
 - 12.2.2. Additional data according to Article 11.4 has not been submitted within 15 days of an invitation having been sent to submit the data;
 - 12.2.3. The facts have changed on the basis of which the Domain Name was registered, such as when the Holder has wound up without a legal successor or died without heirs;
 - 12.2.4. Consent to the Rules of Registration or the Rules of Alternative Dispute Resolution has not been given in compliance with these documents;

- 12.2.5. Such a right arises from other provisions of the Rules of Registration.
- 12.3. CZ.NIC may adopt technical measures aimed in particular to limit network traffic that jeopardizes the stability of CZ.NIC systems, even such measures will or may lead to limiting the availability of CZ.NIC services, functionality of registered Domain Names, nameservers etc. CZ.NIC cannot in such a case be held liable for any damage caused, yet CZ.NIC shall make every effort that may reasonably be required to end the adopted measures as soon as possible.
- 12.4. The cancellation of a Domain Name registration performed by CZ.NIC in compliance with the Rules of Registration does not give rise to any entitlement to any refund of a payment received by CZ.NIC from the Holder or any other person in connection with the Domain Name, the registration of which is cancelled.

13. LIABILITY FOR DAMAGE

- 13.1. Holders acknowledge that a Domain Name, its registration or use may infringe third parties' rights to other Domain Names, trademarks, brands, names or business names, or the laws regulating unfair competition, right of privacy, etc. By filing an application for the registration of a Domain Name, Holders confirm that, while being aware of possible infringement of the above rights and laws, they have made every effort that may reasonably be required from them to ensure that the registered Domain Name does not infringe such rights and laws or regulations.
- 13.2. Holders are liable for any damage caused to CZ.NIC by providing CZ.NIC with untrue, incomplete or misleading information or by using the Domain Name in a manner that violates the Rules of Registration or third parties' rights.
- 13.3. CZ.NIC does not check the rightfulness of applications for the registration of a Domain Name in terms of third parties' rights or legitimate interests.
- 13.4. 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.
- 13.5. CZ.NIC cannot be held liable for the use or non-use of a registered Domain Name and the manner in which the Domain Name is used. CZ.NIC will thus not be liable in particular for any infringement of third parties' rights to trademarks, brands, names or business names arising from the registration or use of a Domain Name.
- 13.6. CZ.NIC is not liable for the operation or functionality of name servers assigned to a Domain Name.
- 13.7. Overall 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.

14. MUTUAL COMMUNICATION

- 14.1. Communication between CZ.NIC and Domain Name Holders is carried out through Appointed Registrars.
- 14.2. Communication between CZ.NIC and Registrars is carried out in the manner specified by the Business Terms and Conditions for Registrars.
- 14.3. The written form of communication foreseen according to these Rules of Registration will be considered fulfilled if it is made by telegraphic or electronic means that make it possible to capture the content of the relevant communication and to identify the persons that carried out the communication.

15. RESOLUTION OF DISPUTES BETWEEN HOLDER AND CZ.NIC

- 15.1. If a Holder and CZ.NIC cannot amicably resolve their mutual dispute concerning a Domain Name registered by the Holder, either of the parties may present the dispute for resolution to the Arbitration Court with the Economic and the Agrarian Chambers of the Czech Republic.
- 15.2. The arbitration proceeding shall be conducted by three arbiters in Prague in the Czech language according to the Rules of Procedure of the said Arbitration Court.
- 15.3. The arbitration award shall be final and binding upon both parties.

16. RESOLUTION OF DISPUTES BETWEEN HOLDER AND THIRD PARTIES

- 16.1. Holders are obligated to make every effort that may reasonably be 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. If the disputing parties cannot agree on an amicable settlement of their dispute, they are at full liberty to resolve their dispute under the applicable legislation, i.e. by means of arbitration or before general courts of justice.

- 16.2. Upon request by all disputing parties, CZ.NIC will act as a mediator in pursuit of an amicable settlement of their dispute.
- 16.3. The Holder hereby makes a public arbitration offer in accordance with the Rules of Alternative Dispute Resolution, specifically for all Holder's Domain Names entered in an electronic database of Domain Names under ccTLD .cz maintained by CZ.NIC.
- 16.4. CZ.NIC 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 court order or administrative decision or award of an arbiter or arbitration court, even if CZ.NIC itself has not been a party to the proceeding, in which such a decision was made. The decision shall be presented to CZ.NIC 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). No act of CZ.NIC 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.

17. DOCUMENT CHANGES

- 17.1. CZ.NIC may change the Rules of Registration as well as other related documents at any time. The current wording of those documents is always available at <http://www.nic.cz>.
- 17.2. CZ.NIC is obligated to publish any change in the documents mentioned in Article 17.1 at least 1 month before the effective date of such a change by publishing the change at <http://www.nic.cz>.

Annex 1: Mandatory and Hidden Data in Records on Domain Names, Contacts and Nameserver Sets

Domain Name	Item Title	Item Description	Mandatory	Hideable
	Name	Domain Name	Y	
	Registrant (Registering person)	Holder's ID	Y	
	NSSet	Nameserver Set		
	Admin	Administrative Contact ID (a list of any size)		

Contact	Item Title	Item Description	Mandatory	Hideable
	Org	Name of company or organization		
	Name	Name	Y	
	Email	E-mail address	Y	Y
	NotifyEmail	Notification to be sent by e-mail		Y
	Voice	Telephone		Y
	Fax	Facsimile		Y
	Vat	VAT (tax identifier)		Y
	Addr	Street address (a list of maximum 3 items), city, Post Code, country code	Y	
	Ident	Identification - a pair of identifier type and number (date of birth/civil ID No. or passport/company ID/Social Security Number)		Y

Nameserver Set	Item Title	Item Description	Mandatory	Hideable
	DNS	A DNS list (with minimum 2 items and maximum 9 items)	Y	
	TechAdmin	Technical Contact (a list of any size)	Y	

Note: Y = mandatory / hideable item
 empty cell = optional / non-hideable item