TERMS AND CONDITIONS FOR REGISTRARS

Effective from 20 January 2026

1. INTRODUCTORY PROVISIONS

1.1. This document sets out the terms and conditions for the Registrars of

1.1.1. Domain Names in ccTLD.cz; and

1.1.2. Domain Names in the ENUM domain .0.2.4.e164.arpa.

1.2. The terms used in these Terms and Conditions have the following meaning:

1.2.1. **Price List** - a price list of the services provided by the CZ.NIC Association.

1.2.2. **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. The Central Register is accessed by the Registrars.

1.2.3. **CZ.NIC** - CZ.NIC, a special-interest association of legal entities, identification number 67985726, which administers ccTLD.cz and operates the Central Register of Domain names and the primary name server for ccTLD.cz.

1.2.4. **Domain Name** - a second-level domain name registered in ccTLD.cz or an ENUM domain name registered in .0.2.4.e164.arpa.

1.2.5. **Registrar** - an entity that will enter into a contract with the CZ.NIC Association in accordance with these terms and conditions. The Registrar shall be entitled to access the Central Register and submit requests for changes to records maintained in the Central Register. Exactly one Registrar is assigned to each Domain Name at a time.

1.2.6. **Customer** - the end user of the services provided by the CZ.NIC Association.

1.2.7. **Rules** - documents issued by the CZ.NIC Association and relating to the registration of Domain Names and related records, namely the Rules of Domain Name Registration in ccTLD.cz, Rules of Alternative Dispute Resolution, Rules of Technical Communication, Description of Communication Protocol, Privacy Policy etc.

1.2.8. **Privacy Policy** – the Privacy Policy issued by the CZ.NIC Association, governing the treatment of personal data

1.2.9. **Procedures and Principles** – principles and procedures that ensure the accuracy and completeness of registration data issued by the CZ.NIC association and define the basic requirements for verifying registration data

1.3. Under the contract between the Registrar and the CZ.NIC Association, the Registrar shall be entitled to use services available through the Central Register (in particular, the Domain Name registration, the extension of Domain Name registration, maintenance of the records of Domain Names, etc.) and DNS services (in particular, the maintenance of records of delegated Domain Names in the primary name server) and shall be obliged to pay the price shown in the Price List for the use of the services provided by the CZ.NIC Association.

2. REGISTRAR

2.1. The Registrar may only be a legal person

2.1.1. Having its registered office in a European Union member state, a European Economic Area member state or a European Free Trade Association member state; or

2.1.2. That is an accredited registrar of the Internet Corporation for Assigned Names and Numbers ("ICANN-Accredited Registrar").

2.2. The Registrar must not be declared bankrupt, a petition for insolvency proceedings must not be dismissed for lack of assets, the bankruptcy proceedings must not be terminated for lack of assets, and the Registrar must not be in liquidation. The Registrar may not be a legal entity that has been finally convicted of a crime related to the subject of enterprise of that legal entity or association, or of an economic criminal offence, or a property-related criminal offence or other deliberate criminal offence. Furthermore, the Registrar may not be a legal entity whose statutory body or member of that statutory body has been finally convicted of a crime related to the subject of enterprise of that legal entity, of an economic crime, or a property-related crime or other intentional crime.

2.3. The Registrar's information system must communicate with the Central Register through a communication protocol compliant with the technical specifications set out in the Rules.

2.4. The Registrar must provide the CZ.NIC Association with a contact telephone number available 24/7/365 to address technical and operational issues.

2.5. Before entering into a contract with the CZ.NIC Association, the Registrar shall submit an extract from the Commercial Register or other similar register in which it is entered, and a statutory declaration documenting the compliance with the conditions set out in Article 2.2. All the documents shall be submitted in an original or a certified copy. Unless otherwise specified, the documents must not be older more than 3 months at the time of their submission. The CZ.NIC Association may request additional documents or an explanation of the submitted documents, including by way of personal presentation.

2.6. If any document is presented to the CZ.NIC Association in a language other than Czech, Slovak or English, an officially verified translation of the document into the Czech language must be attached to the document, including verification clauses, if required.

3. CONTRACT BETWEEN CZ.NIC AND REGISTRAR

3.1. These Terms and Conditions for Registrars constitute an integral part of the contract concluded between CZ.NIC and the Registrar. By concluding the contract, the Registrar accepts these Terms and Conditions for Registrars, the Rules as well as other documents referred to herein or issued by CZ.NIC in connection with these Terms and Conditions for Registrars, Domain Names, their registrations and related facts, and undertakes to comply with them. The contract sets out the Domain Name (see Article 1.1) the contract applies to.

3.2. The contract is concluded for a period of 1 year. Unless either of the parties notifies the other party, no later than 1 month prior to the expiry of the period for which the contract is concluded, of its intention not to continue the contractual relationship, the contract shall automatically become an indefinite term contract. The notification of a party's intention not to continue the contractual relationship shall take effect upon its delivery in writing to the other party and the contract shall terminate upon expiry of the term it was concluded for.

3.3. Either of the parties shall be entitled to terminate the contract that became an indefinite term contract in accordance with Article 3.2, without having to specify the reasons for that

termination. The notice period shall be 3 months commencing on the first day of the month following the delivery of the notice to the other party.

3.4. In addition, the parties shall be entitled to terminate the contract on the grounds set out below. Under such circumstances, the notice period shall be 1 month commencing on the first day of the month following the delivery of the notice to the other party.

3.4.1. CZ.NIC shall be entitled to terminate the contract if

3.4.1.1. The Registrar repeatedly or materially violates its obligations under these Terms and Conditions for Registrars or the contract;

3.4.1.2. The Registrar has ceased to meet the conditions of Article 2;

3.4.1.3. CZ.NIC is entitled to withdraw from the contract; or

3.4.1.4. If so expressly stated in any other provisions of the Terms and Conditions for Registrars.

3.4.2. The Registrar shall be entitled to terminate the contract if

3.4.2.1. The CZ.NIC Association repeatedly or materially violates its obligations under these Terms and Conditions for Registrars or the contract; or

3.4.2.2. If so expressly stated in any other provisions of the Terms and Conditions for Registrars.

3.5. CZ.NIC shall be entitled to withdraw from the contract under the circumstances set out below. The withdrawal shall take effect upon delivery of a withdrawal notice to the Registrar. CZ.NIC shall be entitled to withdraw from the contract if

3.5.1. The Registrar makes changes to records in the Central Register without the Customers' knowledge, contrary to the Customers' instructions or contrary to the Rules;

3.5.2. The Registrar fails to abide by the Privacy Policy; or

3.5.3. If so expressly stated in any other provisions of the Terms and Conditions for Registrars.

3.6. The withdrawal shall not put the parties under any obligation to refund to the other party what has been provided prior to that withdrawal. This shall not affect the Registrar's right to get a refund on any unused part of the deposit.

4. ECONOMIC CONDITIONS

4.1. The Registrar shall be obliged to pay to the CZ.NIC Association an annual fee, as shown in the current Price List, for each calendar year or any part thereof.

4.1.1. During the first year of the contract term, the annual fee is payable within no more than 10 days of the contract effective date, amounting to 1/12 of the annual fee for each month or any part thereof remaining till the end of that calendar year, unless the Price List sets out otherwise.

4.1.2. In the next years, the annual fee is payable no later than the 10th day of January of that calendar year, unless the Price List sets out otherwise.

4.2. The Registrar shall pay an annual deposit to the CZ.NIC Association, as shown in the Price List, to cover the fees for the services of the CZ.NIC Association. The Registrar is at any time entitled to increase the deposit made in excess of the minimum amount indicated in the Price List.

4.2.1. During the first year of the contract term, the deposit must be paid within no more than 10 days of the contract effective date, amounting to 1/12 of the deposit shown in the Price List for each month or any part thereof remaining till the end of that calendar year, unless the Price List sets out otherwise.

4.2.2. In the next years, the deposit must be paid no later than the 10th day of January of that calendar year, unless the Price List sets out otherwise.

4.3. The services demanded by the Registrar and provided by the CZ.NIC Association shall be paid from the deposit. If the unused deposit is insufficient to cover the price for services demanded by the Registrar, such requests for service shall be declined or the services shall not be provided.

4.3.1. If, during a calendar year, the Registrar uses a deposit portion lower than the amount of deposit under Article 4.2.1 for the first year or under Article 4.2.2 for the next years, the Registrar shall be obliged to pay to the CZ.NIC Association an administrative fee for the administration and management of the Registrar's agenda in connection with the use of the services of the CZ.NIC Association in a volume below the minimum equal to the difference between that deposit and the amount used.

4.3.2. Any unused deposit shall be automatically used to cover the fee under Article 4.3.1.

4.3.3. If, during a calendar year, the Registrar uses, to pay for the services provided by the CZ.NIC Association, an amount higher than the deposit under Article 4.2.1 for the first year or under Article 4.2.2 for the next years, it need not pay the remaining deposit instalments payable in that calendar year or the fee under Article 4.3.1.

4.3.4. An annual fee under Article 4.1, even if paid from the deposit made under Article 4.2, is not included in drawing on the deposit made for the purposes of Article 4.3.1.

4.4. The payments received by the Registrar shall be at first allowed for the payment of claims for previous years, and then for the deposit under Article 4.2.

4.5. Deposit payments and provided services shall be cleared on a monthly basis, in arrears. In the event of any claim against CZ.NIC, which is not paid from the deposit made, the Registrar is obliged to pay its debt to CZ.NIC within 14 days of the date of submission of the final statement.

4.6. If so requested, CZ.NIC shall inform the Registrar of its current deposit balance. CZ.NIC may use any unused deposit to cover debts owed by the Registrar. The Controller shall refund any remainder of the unused deposit to the Registrar within 30 days of Contract termination.

4.7. If default is made in paying the annual fee, deposit or a portion thereof, CZ.NIC shall be entitled to suspend, until payment is made, communication with the Registrar (Article 8.3 shall apply similarly in this case) or acceptance of new registrations of Domain Names, extensions of Domain Name registrations and/or requests to transfer Domain Names under the Registrar's management (Article 8.4 shall apply similarly in this case; the maximum term of suspension stated in Article 8.4 shall not apply in this case). If default extends beyond a period of 1 month, CZ.NIC shall be entitled to withdraw from the contract.

4.8. Any payment to the CZ.NIC Association shall be deemed effected once the amount is credited to the account of CZ.NIC.

5. RELATIONSHIPS BETWEEN REGISTRAR AND CUSTOMERS

5.1. Contractual relationships between the Registrar and the Customers shall be governed by a contract between the Registrar and the Customer. The contract between CZ.NIC and the Registrar does not provide the Customers with any rights with respect to CZ.NIC or the Registrar. The CZ.NIC Association shall not be liable for the content of any contracts between the Registrar and the Customer. The CZ.NIC Association does not determine any rights or legitimate interests arising out of contractual relationships between the Registrar and the Customer. CZ.NIC does not review the quality, accuracy or compliance of the Registrar's standard terms and conditions or the Registrar's contracts with the Customers. The conclusion of the contract between CZ.NIC and the Registrar, and the adoption of new versions of standard terms and conditions or standard contracts with Customers does not constitute their approval by the CZ.NIC Association.

5.2. The contract between the Registrar and the Customer must, as a minimum, meet the following criteria, and the Registrar shall not be entitled to change, revoke or restrict the meaning of those criteria whatsoever through its contract with the Customer or any other document.

5.2.1. The Customer is at any time entitled to terminate the contract with the Registrar if the Registrar materially violates the contract.

5.2.2. The contract between the Registrar and the Customer must set out the conditions under which the Customer may change the Registrar.

5.2.3. The contract between the Registrar and the Customer must contain a provision in which the Customer is clearly informed of the access of the CZ.NIC Association to the Customer's data; if the Customer is an individual, the Customer must be clearly and comprehensibly informed that his/her personal data will be provided to the CZ.NIC Association in the scope arising from the Privacy Policy and further processed by the CZ.NIC Association in accordance with those Privacy Policy.

5.2.4. The contractual relationship between the Registrar and the Customer must conform to the Rules in force.

5.2.5. The contract between the Registrar and the Customer must clearly imply that the Domain Name registration shall be based on the Rules of Domain Name Registration in ccTLD.cz, either by directly attaching their text or by a direct reference to the Rules.

5.3. The Registrar shall be entitled to meet its obligations also through sub-registrars. In this case, the contractual relationship with the Customer may be governed by a contract between the Customer and the sub-registrar. The Registrar must ensure that its sub-registrars meet the obligations that the Registrar has under these Terms and Conditions for Registrars. The Registrar is responsible for operations performed by the sub-registrar as if the Registrar performed them on its own. The Registrar shall be obliged to submit, on request, to the CZ.NIC Association a list of all of its sub-registrars at a specified date to allow their identification.

5.4. The Registrar is obliged to advise the Customer, no later than 2 working days of receipt of a proper request from the Customer and of verification of the Customer's identification details performed in accordance with that Registrar's current rules, of the data maintained in the Central Register about the Customer if the data relates to a record about a specific contact or Nameserver Set where the Customer is registered, or to a record about a specific Domain Name held by the Customer.

6. DOMAIN NAME REGISTRATION

6.1. When registering the Domain Names, the Registrar shall be obliged to act in accordance with the Rules in force.

6.2. The Registrar is obliged to ensure that the Domain Name holder accepts the Rules in a manner defined therein.

7. PERSONAL DATA PROTECTION

7.1. The manner of treatment of the personal data kept in the Central Register is set out by CZ.NIC in the Privacy Policy. The Registrar is obliged to treat such personal data kept in the Central Register, even where the data were entered in the Central Register by the Registrar on behalf of the data subject, in accordance with these Terms and Conditions and Rules, especially in accordance with the Privacy Policy.

7.2. The Registrar is obliged to treat the personal data kept in the Central Register in accordance with Personal data protection legislation and fulfil all obligations that arise from the legislation (in particular, the compliance with reporting obligations and appointment of a representative in the European Union in the case of Registrars listed in Article 7.3).

7.3. A Registrar based outside the European Union or outside the territory to which the Personal data protection legislation applies:

7.3.1. If based in a country where a corresponding level of personal data protection is ensured according to the personal data protection legislation, shall observe the personal data protection regulations in the relevant jurisdiction and prove to the CZ.NIC Association, on request and without undue delay, the fulfilment of the requirements under those regulations;

7.3.2. If based in the United States of America, shall register for the “Privacy Shield” system and provide the CZ.NIC Association, on request, with reasonable information concerning the compliance with that system;

7.3.3. If established in a country other than specified in Articles 7.3.1 and 7.3.2, shall process personal data of which it is not the controller while fully respecting the standard contractual provisions according to the relevant decisions of the European Commission dated 5 February 2010 or newer.

7.4. The Registrar processing personal data under Article 7.3 is obliged to protect CZ.NIC to the greatest extent possible and indemnify it in connection with any claims of the data subject and other persons raised due to a breach of the personal data protection legislation in relation to the performance hereunder.

7.5. The Parties agree that they will promptly inform each other of any security incidents relating to the breach of personal data protection under these Terms and Conditions, where

7.5.1. The Registrar shall thus inform the CZ.NIC Association in the case of identification of a violation of personal data protection in the Central Register

7.5.2. The CZ.NIC Association shall thus inform the Registrar in the case of identification of a violation of personal data protection with regard to the Registrar’s Customers.

7.6. The Registrar shall not be entitled to provide the personal data of the person entered in the Central Register to any third party, with the exception of providing the data to state authorities and courts, including an arbitration court, in compliance with the law and within the framework of their official activity or within the framework of the arbitration. If any data

kept in the Central Register is indicated as non-public or it is data of the contact of the mojeID service operated by CZ.NIC, that is not at the same time connected to other object in the Central Register, the Registrar is not entitled to make that data available through the information services provided by the Registrar (WHOIS, etc.) or to allow third persons to make the data available. This also applies if the Registrar has access to that data by means of its communication with the Central Register. However, the Registrar shall be obliged to make such data available to a person the data relates to.

7.7. The Registrar is obliged to enter in the Central Register the so-called mandatory or additionally provided personal data only under a contractual relationship established with the data subject and other personal data only with the data subject's consent. CZ.NIC shall be entitled to disclose the personal data of persons entered into the Central Register only in accordance with the Privacy Policy.

7.8. The Registrar is responsible for the complete and accurate handover of all data provided to it by the Customer of the CZ.NIC Association, and shall be obliged to make reasonable efforts to verify that data and advise the Customer of the consequences of providing untrue data. At the request of CZ.NIC, the Registrar is obliged to furnish, no later than 14 days of delivery of that request, such documents that make it possible to verify the completeness and accuracy of that data.

7.9. The Registrar shall be obliged to archive all contracts with the Customer and documents certifying the completeness, correctness and accuracy of data about the Customer, including the documents certifying the holder's acceptance of the Rules of Domain Name Registration in ccTLD.cz and the Rules of Alternative Dispute Resolution and the Privacy Policy. The Registrar is obliged to archive documents certifying the completeness, correctness and accuracy of data submitted by the Customer to make entries into the Central Register or their changes, including agreements with the Customer and the Customer's consents under which personal data are processed. The Registrar shall be obliged to archive all data for a minimum of 5 years of the termination of the contractual relationship with the Customer. At the request of the CZ.NIC Association, the Registrar is, at any time within the period set out in this Article, obliged to provide the CZ.NIC Association within 14 days of receipt of such request with copies of such documents in electronic or hardcopy format, as applicable. The obligations under this provision shall not be affected by the termination of the contractual relationship between CZ.NIC and the Registrar.

7.10. CZ.NIC and the Registrar are aware of their obligations under the legal regulations governing cyber and information security. These regulations relate to the accuracy and completeness of information kept in the Central Register, including obligations relating to the verification of the identity of the Domain Name Holder. CZ.NIC has implemented publicly available Procedures and Principles to ensure the accuracy and completeness of such information, which it follows when verifying the accuracy and completeness of data on Domain Name registrations, including the identity of the Domain Name Holder. The Registrar has familiarised itself with these Procedures and Principles and undertakes to comply with them to the extent that they apply to it under these Procedures and Principles. In the case of a Contact for which it acts as the Appointed Registrar in accordance with the Rules, the Registrar is obliged, at the request of CZ.NIC, to verify the accuracy and completeness of the information relating to such Contact and, within 14 days of the date of delivery of such request, to inform CZ.NIC of the method used and the result of such verification.

8. RULES OF REGISTRAR'S OPERATIONS

8.1. The technical parameters of communication between CZ.NIC and the Registrar are set out in the Rules and, if applicable, other documents governing the use of the Central Register.

8.2. The Registrar is responsible for the correct configuration of technical equipment it uses to communicate with CZ.NIC as well as for connection to the Central Register up to the level of external routers of CZ.NIC.

8.3. CZ.NIC shall be entitled, on technical grounds, to suspend and/or restrict communication with the Registrar for as long as reasonably necessary provided that the technical communication by the Registrar takes or took place contrary to these Terms and Conditions for Registrars or the Rules. In that case, CZ.NIC shall not be liable for any damage caused by the suspension or restriction of communication.

8.4. CZ.NIC shall be entitled to suspend the acceptance of new Domain Name registrations, extensions of Domain Name registrations and/or of requests to transfer Domain Names under the Registrar's management if the Registrar's communication with CZ.NIC includes requests that are contrary to the Rules. CZ.NIC shall be obliged to notify the Registrar of such suspension. The suspension may not last longer than 1 week. In the event that more than one suspension occurs within 1 month, CZ.NIC shall be entitled to terminate the Contract. CZ.NIC shall not be liable for any damage caused by any suspension under this provision.

8.5. The data contained in the Central Register and the information provided by the Information Services of the CZ.NIC Association are only intended for the purpose of Domain Names registration. The Central Register is subject to legal protection under the relevant provisions regarding the protection of databases. Data, information or parts thereof may not be used in any other form without the prior consent of the CZ.NIC Association. The use of data, information or any part thereof contrary to the intended purpose or a repeated extraction and utilisation of a part of data in the Central Register that is not insubstantial in terms of quantity or quality may be considered as a violation of the rights of the CZ.NIC Association, persons whose data are contained in the Central Register, or copyright holders. The violation of such rights shall especially includes the collection and/or provision of data or any parts thereof for the purpose of sending unsolicited communication, or causing detriment to network services and rights of the persons entered in the Central Register.

8.6. The Registrar shall be obliged to adopt such measures so that the public information services (WHOIS, etc.) the Registrar provides and that make it possible to retrieve data from the Central Register cannot be used to obtain data from the Central Register en masse and/or by automatic means.

8.7. The Registrar shall not allow third parties to access data in the Central Register using unrestricted bulk or automatic means of communication. For the purposes of this provision, however, third parties do not include sub-registrars under Article 5.3.

8.8. At the request of the CZ.NIC Association, the Registrar shall prove the source of queries sent by the Registrar to the Central Register. This obligation shall mutatis mutandis apply to the provisions of Article 0.

9. DOCUMENT CHANGES

9.1. CZ.NIC shall be at any time entitled to change these Terms and Conditions for Registrars, Price List, Rules, Privacy Policy as well as other documents referred to herein or issued by CZ.NIC in connection with these Terms and Conditions for Registrars, Domain Names, their registrations and related matters, as well as the scope or structure of the services provided.

9.2. CZ.NIC shall be obliged to announce any changes under Article 9.1 no later than 1 month prior to the effective date of that change, by posting the same at https://www.nic.cz.

9.3. An announcement of a change to the Terms and Conditions for Registrars, Price List or technical specifications of the communication protocol under Article 9.2 entitles the Registrar to terminate the contract concluded with CZ.NIC under these Terms and Conditions. A written notice must be delivered to CZ.NIC Association no later than 7 days prior to the effective date of the change. Otherwise, the notice is invalid. If such notice is given, the contract shall terminate upon the effective date of the change. If the Registrar does not terminate the contract by the specified deadline, the Registrar is deemed to have accepted the change on its effective date.

10. COMMUNICATION BETWEEN PARTIES

10.1. All communications that concern the contract or its performance or that are to be made under the contract must be made in writing (in hardcopy or electronic format) and delivered to the other party in person, by registered mail or using another type of registered postal services to the address most recently provided by that party. If no such address exists, the communications shall be delivered to the address shown in the contract or electronically using a certified electronic signature.

10.2. A communication under Article 10.1 shall be deemed delivered even if the addressee refuses to accept it or fails to collect it within 15 days at the address it has provided or, if no such address exists, at the address shown in the contract. The communication shall then be deemed delivered on the day its acceptance is refused or on the day the communication is deposited at the post office.

10.3. All communication shall be in Czech, Slovak or English.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. The contractual relationship between CZ.NIC and the Registrar shall be governed by the laws of the Czech Republic and the contract between the Registrar and the CZ.NIC Association in accordance with Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, is concluded as a contract the type of which is not specially regulated.

11.2. The Czech language shall be the prevailing language between the Registrar and the CZ.NIC Association, and of all contractual documents and documents referred to by the contract. If the contract or any of the said documents is executed in other language versions, the Czech version shall prevail. Any translations to other languages are for informative purposes only.

11.3. The parties undertake to make utmost effort to remove and solve their disputes arising out of or in connection with the contractual relationship under these Terms and Conditions and to settle the disputes preferably by negotiation between their authorised representatives. Unless CZ.NIC and the Registrar agree on the settlement of any dispute, each party shall be entitled to submit the dispute to the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. The arbitration proceedings shall be conducted in Prague by three arbiters in Czech according to the Rules of the Court of Arbitration. Any arbitration award shall be final and binding upon the parties.

12. FINAL PROVISIONS

12.1. The contract between CZ.NIC and the Registrar may only be amended in writing by numbered amendments; this does not affect the right to changes under Article 9.

12.2. The contract between CZ.NIC and the Registrar shall become effective upon its signature by the parties. In the event that the signing of the contract by the parties do not occur on one day, the contract comes into force and effect on the date the contract is signed by the last of the parties.