*FOR INFORMATION PURPOSE ONLY! IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!*

# Rules of Domain Names Registration under the .cz ccTLD

Effective from 20 January 2026

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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 rules for the resolution of disputes concerning the Domain Name, which forms Annex No. 3 to these Rules of Registration and an integral part thereof.

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. Rules of Auctions - the document "Rules of Auctions for Preferential Rights to Register Domain Names" published by the CZ.NIC Association.

2.2.12. **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.

2.2.13. **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.

2.2.14. **Nameserver Set** – a record file containing at least 2 nameservers and at least one technical Contact.

2.2.15. **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.

2.2.16. **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.

2.2.17. **Applicant** – the person for whose benefit the Domain Name is to be registered.

2.2.18. **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.

2.2.19. **Privacy Policy** – the Privacy Policy issued by the CZ.NIC Association.

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

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 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.

## 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;

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), the Auction of the preferential right to registration under the Rules of Auctions is not taking place or the Auction is not being settled;

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 19 as long as the registration is subject to charges).

4.6. Domain Name must conform to the RFC[1] 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.

[1] Request For Comments – meaning the designation of documents that contain Internet standards as issued by the Internet Engineering Task Force and the Internet Society.

## 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.

## 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 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.

8.5. Upon cancellation or termination of a Domain Name registration, the procedure described in the Rules of Auctions will be take place.[2]

## 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[3] 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.

[2] This provision shall take effect on the date on which the Rules of Auction become effective.
[3] The Rules of Provision of the MojeID Service to End Users available at www.mojeid.cz

## 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, which keeps the personal data in order to fulfil the Domain Name Registration Agreement, is the administrator of personal data kept in the Central Register. The Registrar is the administrator of the data of its customers, regardless of whether they were provided to it directly or by other persons representing the customers.

12.2. The processing of data which are personal data according to the valid legislation shall be governed by the Privacy Policy.

12.3. 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:

12.3.1. acknowledges, by submitting the application, that the data specified in the application will be processed for the purpose of maintaining and administering the Central Register, as well as making such data public through the mediation of the Internet as part of information services rendered by the CZ.NIC Association;

12.3.2. is responsible for the correctness, accuracy and completeness 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 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.

12.3.3. is obliged to report any changes of the data submitted to the CZ.NIC Association through the mediation of the Registrar without undue delay and to prove their correctness, accuracy and completeness, if requested, in the manner specified by the CZ.NIC Association;

12.3.4. 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.

12.4. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.

12.5. 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 company identification (ID) numbers , 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, or within the resolution of disputes under the Rules of Alternative Dispute Resolution.

12.6. 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 valid contact address within the EU/EEA upon request by CZ.NIC, upon a judicial request, or request by an executive authority, an arbiter, the arbitration court or an administrator or expert under the Rules of Alternative Dispute Resolution, or designate a representative with a mailing address within the EU/EEA at which the Holder may receive mail relating to Domain Names.

12.7. If the Holder, or a person to which the personal data relate ascertains or considers that the CZ.NIC Association processes their personal data at variance with the protection of private and family life or at variance with the law, in particular if the data are inaccurate with regard to the purpose of their processing, they may request that CZ.NIC provide an explanation and remedy the situation (including, without limitation, through blocking, correcting, supplementing or destroying the personal data). Nevertheless, it is impossible during the term of registration of the Domain Name to revoke the consent to personal data processing or request destruction of personal data.

## 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 MojeID contacts[3].

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, other state authority or administrator or expert under the Rules of Alternative Dispute Resolution for the purposes of legal, arbitration, administrative, criminal or any other proceedings or dispute resolution under the Rules of Alternative Dispute Resolution.

14.2. Annex 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, including if the Registrars have their registered office outside the territory of the Czech Republic.

14.3. Upon a written request with the verification of the applicant's identity, CZ.NIC will provide information about the contact details 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 contact details 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 12.5 or 12.6 to the state administrative bodies and to the courts of justice including the arbitration court or administrator or expert under the Rules of Alternative Dispute Resolution, 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 Annex No. 1; data about the current Holder are provided irrespective of whether they can be designated by Annex No. 1 as hidden. Historical data can only be provided if available.

14.6. For the purposes of performance of the obligations and exercise of the rights under the agreement on the registration of the Domain Name, CZ.NIC is entitled to provide data from the Central Register to third parties as the processors of such data, provided that such parties provide performance to CZ.NIC as contracting partners for the performance of the obligations and exercise of the rights under the agreement on registration of the Domain Name.

## 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.

15.4. The CZ.NIC Association may monitor and record telephone and electronic communications in connection with the registration of Domain Names.

## 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 and/or the Holder fails to prove its correctness, accuracy or completeness, if requested, in the manner specified by the CZ.NIC Association;

16.1.3. no additional information according to article 12.5 or valid mailing address is provided or a representative with a valid mailing address under Article 12.6 identified 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 was not granted in compliance with the Rules of Registration;

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.

16.3. Before cancellation of Domain Name registration, the delegation of the Domain Name may 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[4].

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.

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 (or dispute resolution) 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.

18.4. The Holder acknowledges that a decision on cancellation of the registration of the Domain Name or transfer of the Domain Name or its registration for a third party represents the conditions subsequent of the agreement on the registration of the Domain Name. Articles 8.1. and 8.4. apply by analogy.

## 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 or to register it for the benefit of a third party, 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

[4] 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.

against the Holder (dispute resolution), 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 (dispute resolution) filed with the original stamp of filing date or the confirmation by that general court, arbitration court, arbiter or administrator or expert under the Rules of Alternative Dispute Resolution that the proceedings (dispute resolution) have been instituted or by an affirmative statement of the Holder about such institution.

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 (dispute resolution) 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 or the dispute resolution closed.

20.5. The CZ.NIC Association will cancel the Blocking if it is notified that the proceedings or dispute resolution have been lawfully terminated or if the final termination of the proceedings (closing of the dispute resolution) is documented by the Holder.

20.6. In the event that it has been ruled 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 where court and arbitration proceedings are concerned, 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 provide and has no impact whatsoever on the services that are or may be used in connection with the registration or use of the Domain Name (e.g. services for storing user content – webhosting, operation of email servers – mail hosting), and cannot remove or change the content that is made available through the Domain Name(s). The CZ.NIC Association is not obliged to actively monitor and assess the nature of the content made available through the Domain Name(s). The CZ.NIC Association may only cancel the Domain Name delegation and/or registration, and thus prevent the use of the Domain Name for any purpose. Cancellation of the delegation and/or registration of a Domain Name is possible under the conditions set out in these Registration Rules.

21.7. The CZ.NIC Association does not bear any responsibility for the functioning of the name servers assigned to the Domain Name.

21.8. 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 email address stated in the Central Register and have documents delivered at the postal address stated in the Central Register or at the address provided under Article 12.6., whereas the fact that mail could not be delivered to him/her using these 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. If the Holder is a consumer, the Czech Trade Inspection Authority shall be the authority for the extrajudicial resolution of any consumer dispute arising from the agreement on the registration of the Domain Name.

23.3. 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, municipal courts or dispute resolution under the Rules of Alternative Dispute Resolution.

24.2. The Holder is obliged to submit to the dispute resolution under the Rules of Alternative Dispute Resolution in relation to 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, subject to the conditions specified in the Rules of Alternative Dispute Resolution.

24.3. The Holder is obliged to inform the CZ.NIC Association without undue delay of the initiation of proceedings or dispute resolution concerning the Domain Name.

## 25. DOCUMENT CHANGES

25.1. CZ.NIC is entitled to change the Rules of Registration, the Rules of Alternative Dispute Resolution, the price list, the Privacy Policy and related documents at any time. Current version of these documents is always available at https://www.nic.cz.

25.2. Any amendments to, reservations, limitations or variations to these Rules of Registration or any related documents are hereby excluded.

25.3. 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 https://www.nic.cz.

25.4. 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.

*FOR INFORMATION PURPOSE ONLY! IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!*

## 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 |
|---|---|---|---|---|
| **Domain Name** | Name | Domain Name | A | |
| | Registrant | Holder's Contact ID | A | |
| | NSSet | Nameserver Set | | |
| | Admin | Administrative ID Contact (list) | | |
| | KEYset | Key Set | | |

| | Data name | Data description | Obligatory | Possibly hidden |
|---|---|---|---|---|
| **Contact** | ID | Contact identifier | **A** | |
| | Org | Name of the company or organization | | |
| | Name | Name | A | |
| | Email | Email | A | A |
| | NotifyEmail | Email notification | | A |
| | Voice | Telephone | A | 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 |
|---|---|---|---|---|
| **Nameserver Set** | DNS | List of nameservers (at least 2, at most 9) | A | |
| | TechAdmin | Tech Contact (list) | A | |

| | Data name | Data description | Obligatory | Possibly hidden |
|---|---|---|---|---|
| **Key Set** | 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 the identity of the natural person who is the holder of the Contact was unambiguously verified by the CZ.NIC Association (in particular, by Electronic Identification and validation according to the Rules of Provision of MojeID Services to End Users or in any other similar manner).*

# ANNEX 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 |

*FOR INFORMATION PURPOSE ONLY! IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!*

# ANNEX 3: RULES OF ALTERNATIVE DISPUTE RESOLUTION

## 1. INTRODUCTORY PROVISIONS

1.1. The following Rules of Alternative Dispute Resolution (ADR Rules) issued by the CZ.NIC Association, z.s.p.o. as the administrator of ccTLD .cz are applicable to the alternative resolution of disputesarising in relation to the registration or use of theDomain Name between the Domain Name Holder and a third party. The ADR Rules form an annex to and integral part of the Rules for the Registration of Domain Names under the ccTLD .cz (Registration Rules) and part of the agreement on the registration of the Domain Name.

1.2. The resolution of disputes under these ADR Rules does not represent arbitration proceedings under the legal regulations on arbitration proceedings[5]. The purpose of dispute resolution under these ADR Rules is, taking account of their technical, business and economic role, to enable a prompt resolution of disputes concerning .cz domains although with an emphasis on quality, impartiality, transparency and fairness.

## 2. DEFINITIONS

2.1. Unless expressly provided otherwise, the terms used in the ADR Rules have the same meaning as defined in the Registration Rules.

2.2. **Expert** – a person engaged in the resolution of a dispute under these ADR Rules who is registered in the list of experts maintained by the Administrator; unless expressly provided otherwise in the ADR Rules, Expert also means the Expert Panel.

2.3. **Protected Designation** – designation protected by law, especially a registered trademark, designation of origin, geographical indication, the name of a protected plant variety, unregistered sign, business name, name, including the names of public corporations, states and international organizations, designation of a business enterprise or establishment, the name or protected pseudonym or well-known nickname of an individual or the name of a protected literary or artistic work or designation of fictional characters.

2.4. **Petitioner** – a person who lodges a petition with the Administrator for the resolution of a dispute with the Holder concerning the Domain Name.

2.5. **Expert Panel** – group 3 Experts engaged in the resolution of the dispute under these ADR Rules if the resolution of the dispute by the Expert Panel has been chosen using the procedure under the Rules.

2.6. **Rules** – Rules for resolving disputes over the .cz domains issued by the Administrator and containing a description of the procedure in resolving disputes under these ADR Rules.

2.7. **Administrator** – The Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. The Administrator keeps a list of Experts and administers the dispute in accordance with these ADR Rules.

## 3. BASIC PRINCIPLES OF DISPUTE RESOLUTION

3.1. The Holder agrees to submit to the dispute resolution under these ADR Rules and the Rules if the Petitioner lodges a petition with the Administrator, claiming that the Domain Name of

[5] Act no. 216/1994 Coll., on arbitration proceedings and Enforcement of arbitral awards

the Holder is identical with or confusingly similar to a Protected Designation, where the rights to the Protected Designation in question are held by the Petitioner, if at the same time

3.1.1. such Domain Name has been registered or acquired without the Holder holding the right to the Domain Name or Protected Designation under Article 3.3, or

3.1.2. such Domain Name has been registered, acquired or is being used other than in good faith.

3.2. Compliance with the condition under Article 3.1 and, simultaneously, one of the conditions set forth in Article 3.1.1 and 3.1.2 must be proven in the course of the resolution of the dispute.

3.3. The Expert can consider that the Holder's right (Article 3.1.1) has been proven if

3.3.1. the Holder holds the right to the Protected Designation which is identical with the Domain Name,

3.3.2. the Holder used the Domain Name before being notified of the initiation of the dispute, for fair dealing in connection with the offering of goods or services, or demonstrably made arrangements for such use,

3.3.3. the Holder is generally known under the Domain Name, even in the event that the Holder does not enjoy the right to the Protected Designation, or

3.3.4. the Holder uses the Domain Name lawfully and for fair dealing without intending to mislead third parties or to harm the reputation of the Petitioner or its Protected Designation.

3.4. Other than good faith (Article 3.1.2) can be inferred by the Expert particularly in the following cases:

3.4.1. the Holder, without prior agreement with the Petitioner or at variance with such an agreement, registered or acquired the Domain Name primarily for the purpose of sale, transfer, lease or other similar disposal of the Domain Name or its registration,

3.4.2. the Domain Name was registered or acquired in order to prevent the Petitioner from using such Protected Designation within a corresponding domain name, where (i) the Holder engaged in such wrongdoing repeatedly; or (ii) the Domain Name was not properly used for at least two years from the date of its registration,

3.4.3. the Domain Name was registered or acquired primarily with the intention to disrupt the economic activities of the Petitioner, or

3.4.4. The Domain Name was intentionally used to direct Internet users to a website or some other online resource for the purpose of achieving profits, by creating a likelihood of confusion with the Protected Designation belonging to the Petitioner.

3.5. Within the resolution of the dispute under these ADR Rules, the Petitioner may seek only

3.5.1. cancellation of the Domain Name registration, or

3.5.2. transfer of the Domain Name registration to the Petitioner.

3.6. The initiation of dispute resolution does not preclude any transfer or cancellation of the Domain Name registration unless a common court has issued a preliminary injunction in the case or the Domain Name was not blocked on the basis of an application under Article 20 of the Rules for the Registration of Domain Names under the ccTLD .cz.

3.7. By lodging the petition under these ADR Rules, the Petitioner declares that it is not the weaker party and waives any and all claims towards the CZ.NIC Association, the Administrator and the Experts for compensation for damage incurred in connection with the

Domain Name, its registration or dispute resolution under these ADR Rules, unless the damage was caused to natural rights, intentionally or through gross negligence.

## 4. RESOLUTION OF THE DISPUTE

4.1. The dispute resolution under these ADR Rules ends upon the Expert's professional decision to

4.1.1. cancel the registration of the Domain Name in case the Expert finds that the conditions under Article 3 were complied with and the Petitioner sought cancellation of the Domain Name registration,

4.1.2. transfer of the registration of the Domain Name in case the Expert finds that the conditions under Article 3 were complied with and the Petitioner sought transfer of the Domain Name registration,

4.1.3. discontinue the hearing of the dispute if the parties reached agreement on amicable resolution of the dispute,

4.1.4. discontinue the hearing of the dispute if the dispute to which the Petitioner refers in its petition was finally resolved by a court, arbitration court or arbitrator before the petition was lodged, or

4.1.5. reject the Petitioner's petition if the Expert finds that the conditions under Article 3 were not met.

4.2. Compensation for damage incurred or reimbursement of the costs incurred in the resolution of the dispute or reimbursement of the fees paid to the Administrator cannot be awarded within the resolution of a dispute under these ADR Rules.

4.3. The professional decision of the Expert is final and may not be subject to review. This does not affect the right of either party to initiate the proceedings under Article 7.1.

4.4. The professional decision of the Expert is published on the Administrator's website; it is published in full, except for personal data (this does not apply to the name of the Disputed Domain Name and Protected Designation).

## 5. DISPUTE RESOLUTION PROCEDURE

5.1. The resolution of the dispute is initiated by the lodging of the petition in accordance with the Rules. Dispute resolution takes place in electronic form according to the Rules, on the on-line platform operated by the Administrator.

5.2. The email address of the Holder listed in the registration record of any of the Domain Names that are the subject of the dispute serves during the proceedings for delivering documents to the Holder, and the Holder confirms that it will communicate using this address in connection with the resolution of the dispute under these ADR Rules.

5.3. The fee for resolution of the dispute is paid by the Petitioner in the amount and within the period of time determined by the Administrator.

5.4. Any notices made by the parties and the Administrator, as well as other documents related to the resolution of the dispute including the Expert's professional decision are delivered as specified in the Rules.

## 6. STATUS OF THE CZ.NIC ASSOCIATION IN THE RESOLUTION OF THE DISPUTE

6.1. The CZ.NIC Association is not a party to the dispute resolution under these ADR Rules.

6.2. If the Expert decides to cancel the registration of the Domain Name or to transfer the registration of the Domain Name to the Petitioner, the CZ.NIC Association will implement the decision. The CZ.NIC Association will do so not sooner than 15 and not later than 30 days from the day when the Expert's decision is delivered and the identification details of the Petitioner essential for the transfer of the registration are notified to the Association.

6.3. The agreement on registration of the Domain Name with the Holder will be terminated and, simultaneously, the rights to the given Domain Name expire upon the cancellation of the Domain Name registration or transfer of the Domain Name registration.

6.4. The CZ.NIC Association shall not implement the Expert's decision to cancel the registration of the Domain Name or to transfer the registration of the Domain Name to the Petitioner, if it is proven to the CZ.NIC Association before the expiry of the time limit pursuant to Article 6.2. that the Holder has initiated litigation after the Expert's decision in which the Holder challenges the Expert's decision. In such case, the Holder shall be obliged to prove at any time upon the request of the CZ.NIC Association that the relevant proceedings have not been finally and conclusively closed. In the event that the Holder fails to do so, or the CZ.NIC Association determines that such proceedings have been closed without a decision in favour of the Holder, the CZ.NIC Association shall implement the Expert's decision in accordance with Article 6.2.

## 7. RELATIONSHIP TO COURT OR ARBITRATION PROCEEDINGS

7.1. These ADR Rules do not affect the rights of the Petitioner or Holder following from the applicable legal regulations, including regulations on court or arbitration proceedings under the applicable legal regulations.

7.2. Dispute resolution under these ADR Rules does not prevent any of the parties from referring the relevant petition concerning the Domain Name to the competent court at any time before, during or after such dispute resolution. The same applies to arbitration proceedings where a permanent arbitration court or an arbitrator has jurisdiction under the regulations governing arbitration.

7.3. Both the Petitioner and the Holder are obliged to submit to the Expert without unnecessary delay all decisions of common courts, permanent arbitration court or arbitrator pertaining to the dispute held between them under these ADR Rules, as well as their notices to such courts, permanent arbitration court or arbitrator.

7.4. Court or arbitration proceedings which, in accordance with Article 7.1, follow on from the proceedings under these ADR Rules, are also subject to Article 18 of the Registration Rules and CZ.NIC will cancel the delegation and/or the registration of the Domain Name, transfer the Domain Name to another person and suspend the option to transfer the Domain Name to another person if this is stipulated in an enforceable decision, even if CZ.NIC itself was not a party to the proceedings in which such a decision was made.

## 8. FINAL PROVISIONS

8.1. CZ.NIC may at any time amend the ADR Rules and other related documents. The latest version of the ADR Rules is part of the Registration Rules and is published at https://www.nic.cz.

8.2. Any amendments, reservations, limitations or variations to these ADR Rules are hereby excluded.

8.3. CZ.NIC is obliged to publish every amendment to the documents mentioned in Article 25.1 at least 1 month before the effective date of such a change by publishing the respective amendment at http://www.nic.cz.

8.4. The Holder may reject the amendments to the ADR Rules and

8.4.1. cancel the registration of all its Domain Names by written notice delivered to the Appointed Registrar or the CZ.NIC Association not later than the day preceding the effective date of the respective amendment to the ADR Rules, or

8.4.2. deliver to the CZ.NIC Association a notice of rejection of the amendments to the ADR Rules not later than the day preceding the effective date of the respective amendment to the ADR Rules; in such a case, the registration of all the Domain Names of the Holder shall expire on the day preceding the effective date of the amendments to the ADR Rules.