Rules of registration of the domain names in ccTLD .cz

In effect as of 30 September 2008

1. INTRODUCTORY PROVISIONS

1.1. This document determines the rules for the registration and delegation of the second-class Domain names under ccTLD .cz.

1.2. The terms used in these Rules of registration have the following meaning:

1.2.1. **Central register** – a database of Domain names, their Holders and other persons administered by the CZ.NIC association. The central register is the source for delegation of the Domain names in the CZ zone administered by the primary name server.

1.2.2. **CZ.NIC** – an interest association of legal entities CZ.NIC, identification number 67985726.

1.2.3. **Delegated Domain name** – registered Domain name with a record kept in the primary name server (so called CZ zone).

1.2.4. **Day of registration** – the day when the registration of the Domain name in the Central register occurs.

1.2.5. **Expiration date** – the day following the day, when the expiration of the registered Domain name occurs.

1.2.6. **ccTLD .cz** - country code Top Level Domain (top-level domain, so called national domain) of the Czech Republic.

1.2.7. **Domain name** – second-level domain formed by the allowed combination of allowed characters.

1.2.8. **Holder** – natural person or legal entity, who registered the Domain name; if the name of the company or organization is not included in the record, the person, who submitted the request for the Domain name, is considered the Holder; if the name of the company or organization is included, it is considered the Holder.

1.2.9. **Contact** – record on a specific person (natural person or legal entity) administered by the Central register. The contact can administrative, technical or in the role of an Holder.

1.2.10. **Rules of alternative settlement of disputes** – the document issued by the CZ.NIC association including the arbitral tender offer of the Holder, which is an integral part of the Rules of registration.

1.2.11. **Rules of registration** – the document “Rules of registration of the domain names in ccTLD .cz” issued by the CZ.NIC association.

1.2.12. **Registrar** – a subject entitled to access in a defined way the Central register and submit requests for the changes of records administered by the Central register. All changes of the Central register can be done only through a Registrar.

1.2.13. **Set of keys** – a record file containing at least one DS (Delegation Signer) record according to RFC4034 intended for secure delegation of the domain name by means of the DNSSEC technology and at least one technical Contact.

1.2.14. **Set of nameservers** – a record file containing at least 2 nameservers and at least one technical contact.

1.2.15. **Designated registrar** – the registrar for the specific Domain name designated by the Holder, for particular contact designated by the given Contact, for particular Set of nameservers designated by the technical Contact of the nameservers, or for a particular Set of keys designated by the Contact of the Set of keys concerned. One Designated registrar belongs to every registered Domain name, Contact, Set of nameservers and Set of keys.

1.2.16. **Applicant** – natural person or legal entity submitting a request for registration of the Domain name.

2. REGISTRATION OF THE DOMAIN NAME

2.1. Registration of the Domain name is done through the Registrar.

2.2. The Registrar is obliged to obtain the consent of every Applicant to the current version of the Rules of registration as a condition of the Domain name registration. This consent is obtained only if the up-to-date version of the Rules of registration was accepted by the Applicant, so that the consent of the Applicant to the contents of the Rules of registration is apparent. The following is considered to be a valid consent:

2.2.1. Submitting of a Domain name registration order,

2.2.2. Payment of the price for the Domain name, or the price of another service, that the registrar has matched with the Domain name,

2.2.3. Commencement of use of the Domain name by the Holder, and

2.2.4. Every other act of the Holder towards the registrar or the CZ.NIC association, if such an act involves a change of the records of the Domain name in question administered by the Central register.

2.3. Person who submits, in relation to the Domain name registration request, the consent of the Applicant to the current version of the Rules of registration, also declares that he/she is entitled to act on behalf of the Applicant.

2.4. Registrars are obliged to make available and document at any time by request of the CZ.NIC association the consent of the Holder to the current version of the Rules of registration on the date of registration, according to Paragraph 2.2. CZ.NIC association is entitled to make available and document such information to the court of justice, arbitration court or other state authority for the purposes of legal, arbitration, administrative, criminal or any other proceedings.

2.5. CZ.NIC association registers the Domain names according to the order in which the individual registration requests submitted through the Registrars were delivered. CZ.NIC association files the records of every received registration request.

2.6. The Domain name is registered always for an entire year beginning with the Day of registration of the Domain name, up to a max. of 10 years.

2.7. By means of registration, the Domain name concerned is reserved for the Holder for the period determined.

2.8. CZ.NIC association will register the Domain name if

2.8.1. the registration request does not contain any imperfections preventing it from further processing;

2.8.2. the existing Domain name was assigned with an existing Contact in the role of the Holder;

2.8.3. all required information was properly filled out;

2.8.4. the Applicant agreed with the current version of the Rules of registration and Rules of alternative settlement of disputes;

2.8.5. the requested Domain name is not, at the time of processing of the request, registered by the Central register;

2.8.6. the desired Domain name conforms to the regulations for the creation of Domain names (see Article 10), and

2.8.7. concurrently with the registration, corresponding refunds of the prices concerned are charged.

3. EXTENSION OF THE DOMAIN NAME REGISTRATION

3.1. Extension of the Domain name registration is done through the Designated Registrar.

3.2. Registration of the Domain name is possible to extend for entire years, at the max. for 10 years, and also repeatedly. CZ.NIC association will extend the registration if

3.2.1. the instruction to extend the registration is delivered to CZ.NIC on the day of termination of the period for which the Domain name was registered at the latest (it does not affect the possibility to extend the registration of the Domain name in the duration of the protection according to Article 6.2);

3.2.2. the Holder agreed with the current version of the Rules of registration on the date of the extension of the registration, whereas the provisions in Articles 2.2, 2.3 and 2.4 are used similarly.

3.2.3. concurrently, the corresponding payments of the prices concerned are cleared.

4. DELEGATION OF THE DOMAIN NAME

4.1. Registered Domain name does not have to be Delegated. Nullification of the Domain name Delegation does not affect the registration of the Domain name.

4.2. CZ.NIC delegates the registered Domain name, to which only one Set of the nameservers is assigned.

4.3. CZ.NIC association is entitled to conduct periodic technical inspections of the name servers in the Set of the name servers and DS (Delegation Signer) records in the Set of keys assigned to the Domain name.

4.4. By nullification of the Domain name registration, Delegation of the Domain name is immediately nullified as well. By nullification of the assignment of the nameservers to the Domain name, Delegation of the Domain name is immediately nullified as well. Under the conditions set by these Rules of registration, the Delegation of the Domain name can be nullified, even though a Set of nameservers is assigned hereto.

5. TRANSFER OF THE DOMAIN NAME

5.1. CZ.NIC association registers the change of the Domain name Holder (transfer of the Domain name) upon the instructions submitted through the Designated registrar of the Domain name concerned. Designated registrar is entitled to issue the change of the Domain name Holder by written request of the Holder and the future Holder.

5.2. The Registrar is obliged to acquire the consent of the future Holder to the current version of the Rules of registration and the Rules of the alternative settlement of disputes on the date of the transfer of the Domain name, while the provisions in Articles 2.2, 2.3 and 2.4 are used similarly.

5.3. Upon the transfer of the Domain name, no right of the Holder to obtain a refund of the price paid or its part arises.

5.4. Upon the transfer of the Domain name, its Day of expiration is not affected.

6. TERMINATION OF THE DOMAIN NAME REGISTRATION

6.1. CZ.NIC association terminates the Domain name registration upon an instruction submitted through the Designated registrar of the Domain name concerned. Upon termination of the Domain name, no right of the Holder to obtain a refund of the price paid or its part arises.

6.2. In the case that the Domain name registration is not extended prior to the Day of expiration (Article 3), the Domain name enters, upon the day of expiration, the so called protection period of 45 days.

6.2.1. The Domain name registration can be extended, according to Article 3 of these Rules of registration, namely retrospectively as from the Day of expiration.

6.2.2. If the Domain name is not extended in the first 30 days of the protection period, CZ.NIC association is entitled to terminate the Delegation of the Domain name. In such a case, the Domain cannot be Delegated again, even though the data assigned to the nameservers is changed, or another Set of nameservers is assigned to the said Domain name.

6.2.3. Registration of the Domain name is terminated upon expiration of the protection period if not extended during this period.

6.3. In the case of termination of the contract between the Designated registrar and CZ.NIC association, on the basis of which the Designated registrar's status was Registrar, the registration of the Domain names registered through the Designated registrar is terminated. The Holder, at any time during this period, is entitled to delegate a new Designated registrar.

7. REGISTRATION OF CONTACTS

7.1. One Contact can be with used more than one Domain name (Contact in the role of an Holder or an administrative Contact), Set of nameservers (technical contact) or a Set of keys (technical Contact).

7.2. Registration of the Contacts is done through one of the Registrars. By submitting the request, the said person agrees through the Registrar with the Rules of registration.

8. CHANGES AND AUTHORIZATIONS OF CHANGES

8.1. Modification of the version of Domain name is not possible.

8.2. The Registrar, who requested the change, is responsible towards CZ.NIC for authentication, authorization and validity of such an instruction.

8.3. Changes of the information in the Central Register are done by CZ.NIC association on the basis of the instructions by the persons who are listed with the Domain names, Contacts, Sets of nameservers, Sets of keys as persons entitled to perform such changes provided that the instruction is implemented through the appropriate Registrar.

8.4. In the case of a Contact which is not a legal entity, except for the persons listed in the Contact record, also the person/s entitled to act on the behalf of the legal entity may act. In such a case, only an officially authenticated signature may be used for authentication. Attached to the officially authenticated signature must be the original or a verified copy of the abstract of the Companies Register (not older than 3 months) or an abstract of another similar evidence. The name of the legal entity in the abstract must exactly correspond to the name of the legal entity listed in the Contact in the entry used for company or organization designation; the validating person/s must fulfil the rule concerning the acting on behalf of the legal entity according to the official abstract. If the entitled person is represented, the certification must be accompanied by a warrant with the officially authenticated signature.

8.5. If the Central register maintains more than one legal entity entitled to make such change, any of these persons may issue an instruction to conduct such change.

8.6. Change of the Domain name information

The change of the Domain name information can be requested through the Designated registrar, with the exception of a change of the Designated registrar, which can be requested only through the new Designated registrar.

Item name	**Contact entitled to confirm the change**
Domain name	Cannot be changed
Holder	Contact in the role of Holder
Administrative contact	Holder, administrative contact
Designated registrar	Holder, administrative contact
Set of nameservers	Holder, administrative contact, technical contact with the current Set of nameservers
Set of keys	Holder, administrative contact, technical contact with the current Set of keys
Transfer	Holder and a new Holder
Termination	Holder

8.7. Change of the Contact information

Changes of the Contact can be made through the Designated registrar of such Contact.

Item name	**Contact entitled to confirm the change**
Identifier	Cannot be changed
Other data (except from the identifier)	Relevant Contact

8.8. Change of the Set of nameservers information

Changes of the Set of nameservers can be made only through the Designated registrar of the nameservers.

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

8.9. Change of the Set of keys data

Changes of the Set of keys data can be made through the Designated registrar of the Set of keys.

Item name	**Contact entitled to confirm the change**
Identifier	Cannot be changed
Technical contact	Technical contact
DS (Delegation Signer) record	Technical contact
Termination	Technical contact

9. PRICE

9.1. The price of the services provided by the Registrar to the Holder is set by an agreement between the Registrar and the Holder.

9.2. The price of individual services provided by the CZ.NIC association to the Registrars can be found in the price list of the CZ.NIC association, which is available to the Registrars.

10. RULES FOR CREATING A DOMAIN NAME

10.1. Domain names must conform to regulations RFC[1] 1034, 1035, 1122, 1123 and any regulations superseding or amending these. This concerns especially the following conditions:

10.1.1. Domain name may contain only characters [a-z,0-9,-];

10.1.2. Length of the Domain name is not more than 63 characters;

10.1.3. Domain name must not begin or end with character "-";

10.1.4. Domain name must not contain two characters "-" in sequence.

10.2. CZ.NIC association is entitled to terminate the registration of the Domain name whereof wording is in violation of the rules of creating a domain name.

11. PROTECTION OF PERSONAL INFORMATION; INFORMATION IN THE CENTRAL REGISTER

11.1. Central register is managed by the CZ.NIC association or an authorized. CZ.NIC association is the Administrator of the personal information kept in the central register. The Registrar is the processor of such information.

11.2. Person submitting a request for registration of the Domain name, Holder or Contact, or a request for the change of personal information regarding the Domain name, Holder or Contact

11.2.1. grants, by submitting the request, approval of processing of the personal information listed in the request, for the purpose of management and administration of the Central register, as well as making available such information on the Internet within the framework of information services provided by the CZ.NIC association.

11.2.2. carries the responsibility for the correctness of all information listed in the request for registration related to the persons listed in the request and declares that the names are not pseudonyms, that he/she acquired the consent of all persons whose personal information is to be kept in the Central register, and obligates to acquire such consent even if such persons or information about such persons changes.

11.2.3. is obliged to notify through the Registrar without any undue delay any changes of the information he/she gave to the CZ.NIC association.

11.2.4. is obliged to act in such way that in consequence of his/her doing no duplicate records of Contacts arise, and no identical Contacts differing only in the identifier are kept in the Central register.

11.3. Appendix No. 1 states what pieces of information used in the Domain name records, Contacts and Sets of nameservers are compulsory.

11.4. CZ.NIC is entitled to call on the Holder, or the person concerned, to provide any information essential for the identification of these persons, especially date of birth and identification numbers (IN), namely in the case that providing such information is necessary for unambiguous identification within the framework of a legal, arbitrary, administrative or criminal or any other proceedings in progress; CZ.NIC is entitled to provide such additionally acquired information for the purpose of such proceedings.

11.5. Appendix No. 1 states what pieces of information used in the Domain name records, Contacts and Sets of nameservers can be marked as hidden. In the case that such a piece of information is marked as hidden, it means that it 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 for technical reasons necessary for running the Central register to the Registers remains unaffected.

11.6. CZ.NIC is entitled to provide information marked in the Central register as hidden to the state administrative bodies and to the courts of justice including the arbitration court, in compliance with the law and within the framework of their official activity or within the framework of the arbitration. Therefore, it is possible to provide only information related to the specific Contacts or specific Domain

[1] Request For Comments – it means denomination of a series of documents containing researches, measurements and observations as well as proposed and accepted standards for the TCP/IP protocol

names. Under the same conditions, CZ.NIC is also entitled to provide information about historical data, if available.

11.7. 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 Contact records differing only by the identifier of the Contact. In the case that CZ.NIC performs such a merger, all links of the merged Contacts to the Domain names, Sets of nameservers and Sets of keys will be preserved so that these links are transferred onto the Contact which the other Contacts were merged with. The affected persons will be notified by CZ.NIC about such merger.

12. RIGHTS AND DUTIES OF THE CZ.NIC ASSOCIATION

12.1. CZ.NIC association is obliged, under the conditions set by these Rules of registration to

12.1.1. register the Domain name and maintain such registration under the given conditions,

12.1.2. keep a record about the registered Domain name in the Central register,

12.1.3. keep a record about the delegated Domain name in the CZ zone and

12.1.4. exert adequate effort to ensure a fault-free and trouble-free operation of the Central register and the primary name server.

12.2. NIC.CZ association is entitled to terminate, at its discretion, a Domain name registration if

12.2.1. the information kept in relation to the Domain name in the Central register is untrue, incomplete or misleading,

12.2.2. no additional information is provided according to Article 11.4 within 15 days after sending the notice,

12.2.3. 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,

12.2.4. consent to the Rules of registration or Rules of alternative settlement of disputes was not granted in compliance with these documents,

12.2.5. such right arises from the other provisions of the Rules of registration.

12.3. CZ.NIC association is entitled to accept technical measures aimed especially at the limitation of direct online operation endangering the stability of CZ.NIC systems, even if such measures lead or may lead to limitations of availability of the CZ.NIC services, functioning of the registered Domain names, name servers etc. CZ.NIC association does not bear any responsibility for the damages incurred, but it is obliged to exert adequate effort to terminate such measures as soon as possible.

12.4. Termination of the Domain name registration realized according to the Rules of registration by the CZ.NIC association does not establish any right to have refunded any payment accepted by the CZ.NIC association from the Holder or another person in relation to the Domain name, whereof registration is being terminated.

13. LIABILITY FOR DAMAGE

13.1. The Holder acknowledges that the Domain name, its registration or use may violate the rights of third parties to other Domain names, trademarks, brands, names, trade companies or legal regulations related to unfair competition, protection of personality etc. The Holder, by submitting the request for registration of a Domain name, confirms, being aware of possible violation of stated rights and legal regulations, to have exerted adequate effort to ensure that the registered Domain name will not be in violation of these rights and legal regulations.

13.2. The Holder is responsible for any damage inflicted to the CZ.NIC association by providing untrue, incomplete or misleading information, or by using the Domain name in a way breaching the Rules of registration or the rights of third parties.

13.3. CZ.NIC association does not verify the eligibility of the requests for Domain name registration from the viewpoint of the rights or rightful interests of third parties.

13.4. The Holder is aware of the fact that the registration of the Domain name does not mean any protection against the objections of third parties against the registration or use of the Domain name.

13.5. 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. 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.

13.6. CZ.NIC association does not bear any responsibility for the functioning of the name servers assigned to the Domain name.

13.7. All responsibility for all damage resulting from the activity of lack of activity of the CZ.NIC association with respect to the Holder in relation to one Domain name is limited to CZK 250,000.

14. MUTUAL COMMUNICATION

14.1. Communication between the CZ.NIC association and the Holder of the Domain name is carried out through the Designated registrar.

14.2. Communication between the CZ.NIC association and the Registrar is carried out in the way specified by the trading terms for registrars.

14.3. Written communication according to these Rules of registration is considered as preserved if carried out by wire or electronic means enabling the receipt of the content of such communication and identification of the persons conducting the communication.

15. SETTLEMENT OF DISPUTES BETWEEN THE HOLDER AND CZ.NIC ASSOCIATION

15.1. If both the Holder and the CZ.NIC association do not come to an agreement about the settlement of a mutual dispute related to the Domain name registered by the Holder, such a dispute will be settled by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic.

15.2. The arbitration will be conducted in Prague by three arbiters in Czech according to the rules and regulations of the arbitration court concerned.

15.3. The arbitration award is definite and binding for both sides.

16. SETTLEMENT OF DISPUTES BETWEEN THE HOLDER AND THIRD PARTIES

16.1. The Holder is obliged to exert adequate effort for an amicable settlement of disputes regarding the Domain names or their registration, which may arise between the Holder and other parties. If the litigants do not settle the dispute in an amicable way, they are free to settle their dispute within the scope of valid legal regulations, i.e. through arbitration or municipal courts.

16.2. By request of the litigants, CZ.NIC will act as a mediator of the amicable settlement of their dispute.

16.3. The Holder hereby makes a public arbitration bid in accordance with the Rules of alternative settlement of the disputes for all domain names of the Holder listed in the electronic database of the domain names in ccTLD .cz administered by the CZ.NIC association.

16.4. CZ.NIC association terminates the delegation or registration of the Domain name, transfer it to a different person, and suspends the possibility of transfer to another person if instructed by the executable adjudication or administrative decision or verdict of the arbiter or the arbitration court and even if the CZ.NIC association was not party to the proceedings, when the given decision was made. The decision must be submitted to the CZ.NIC association in original or a officially authenticated copy and must be provided with a clause certifying its legal force and enforceability (the clause is not required in the case of preliminary ruling). None of the actions of the CZ.NIC association according to this article constitutes a claim for a refund of any fulfilment accepted by the CZ.NIC association from the Holder or another person in relation to the Domain name, concerned by such action.

17. CHANGE OF DOCUMENTS

17.1. CZ.NIC is entitled to change the Rules of registration as well as other relevant documents at any time. Current version of these documents is always available at http://www.nic.cz.

17.2. CZ.NIC is obliged to make public any changes of the documents stated in Article 17.1 at least 1 month prior the date of effectiveness of such a change by publishing the change at http://www.nic.cz.

Appendix 1: Obligatory and concealable information in the records of the Domain names, Contact, Sets of nameservers and Sets of keys

	Data name	Data description	Obligatory	Concealable
Domain name	Name	Domain name	A	
	Registrant	Holder's ID	A	
	NSSet	Set of name servers		
	Admin	Administrative ID contact (list)		
	KEYset	Set of keys		

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

	Data name	Data description	Obligatory	Concealable
Set of nameservers	DNS	DNS list (minimum are 2 items, list of 9 items maximum.)	A	
	TechAdmin	Tech contact (list)	A	

	Data name	Data description	Obligatory	Concealable
Set of keys	DS	Delegation Signer record according to RFC4034	A	
	TechAdmin	Tech contact (list)	A	

Note: A = obligatory / concealable data
empty field = optional / unconcealable data