Rules of Domain Name Registration under ENUM

Effective from 25 May 2018

1. TABLE OF CONTENTS

1. Table of Contents 1
2. Introductory Provisions 1
3. Agreement conclusion and consent to the Rules of Registration 3
4. Domain Name registration 4
5. Domain Name registration renewal 5
6. Domain Name delegation 5
7. Domain Name transfer 6
8. Termination of the Domain Name registration; protection period 6
9. Registration of Contacts 6
10. Changes and their authorization 7
11. Price 7
12. Special provisions on the Blocks of Telephone Numbers 7
13. Validation 8
14. Data in the Central Register 8
15. Optimization of data in the Central Register 9
16. Provision of data from the Central Register 10
17. Rights and duties of the CZ.NIC Association 11
18. Termination of the Domain Name registration 11
19. Invalidation of Domain Name delegation 12
20. Procedure pursuant to a court or other decision 12
21. Liability for damages 13
22. Communication 13
23. Resolution of disputes between the Holder and the CZ.NIC Association 14
24. Resolution of disputes between the Holder and third parties 14
25. Document changes 14

2. INTRODUCTORY PROVISIONS

2.1. The CZ.NIC Association as the .0.2.4.e164.arpa domain (ENUM) administrator issues these rules of registration and delegation of Domain Names of second level and further levels under the .0.2.4.e164.arpa domain (ENUM) governing the conditions for the registration and management of domain names.

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

2.2.1. **Block of Telephone Numbers** - a block of all telephone numbers that have 4 to 11 same initial digits

2.2.2. **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 ENUM zone located on the primary name server.

2.2.3. **CZ.NIC** - CZ.NIC, a special-interest association of legal entities, identification number 67985726, which administers the .0.2.4.e164.arpa domain and operates the Central Register of Domain names and the primary name server for the .0.2.4.e164.arpa domain.

2.2.4. **Delegated Domain Name** – a registered Domain Name for which CZ.NIC maintains a record on the primary name server ("ENUM zone").

2.2.5. **Day of Registration** – the day when the registration of the Domain Name in the Central Register occurs.

2.2.6. **Day of Expiration** - the last day of the period for which the Domain Name was registered.

2.2.7. **.0.2.4.e164.arpa** - first-level "ENUM" domain ("national ENUM domain") of the Czech Republic.

2.2.8. **Domain Name** - second-level domain name registered under .0.2.4.e164.arpa.

2.2.9. **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; if no legal entity is included in the entry of the Holder (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.

2.2.10. **End User**[1] - a person regularly using a telephone number who is

(a) the operator if the telephone number is used for personal needs based on telephone number assignment by the respective state administration office,

(b) the operator if the telephone number is used for personal needs based on an agreement with the operator under definition (a) above or with a different operator under definition (b),

(c) the customer if the telephone number is used based on an agreement with the operator under definition (a) or (b), or

(d) a person who has the written consent of the customer under definition (c) using a specific telephone number assigned to the Domain Name registration.

2.2.11. **Contact** – the record of a specific person (natural or legal entity) maintained in the Central Register.

2.2.12. **Rules of Registration** – the document "Rules of Domain Names Registration under ENUM" published by the CZ.NIC Association.

2.2.13. **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.

[1] Section 2 (c) of Act No. 127/2005 Coll., on electronic communications

2.2.14. **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.

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

2.2.16. **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 set for every registered Domain Name, Contact, Nameserver Set and Key Set.

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

2.2.18. **Contact Identifier** - a character entry 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. AGREEMENT CONCLUSION AND CONSENT TO 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 by 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 set by a special regulation.

3.2. The consent to the Rules of Registration will be deemed to be given if the Applicant or the Holder accept the current version thereof 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 individual giving consent of the Applicant or Holder to the current version of the Rules of Registration 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 as of the date 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 according to the order in which the individual registration requests submitted through the Registrars were delivered.

4.3. The Domain Name is registered always for an entire year 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 request does not contain any imperfections preventing it from further processing;

4.5.2. the Applicant is an authorized end user of all the telephone numbers from which the Domain Name is to be created;

4.5.3. the existing Domain Name has been assigned with an existing Contact in the role of the Holder;

4.5.4. all required information has been properly filled in;

4.5.5. the Applicant agreed to the current version of the Rules of Registration;

4.5.6. the requested Domain Name is not, at the time of processing of the request, registered by the Central Register (this does not affect the provisions of Article 4.9);

4.5.7. the requested Domain Name conforms to the rules for the creation of Domain Names, and

4.5.8. the CZ.NIC Association receives the respective price simultaneously with the registration.

4.6. It is only possible to register a domain name created from telephone numbers in the full (international) format beginning with the Czech country code[2]

4.6.1. in the fixed public telephone network[3],

4.6.2. in the public mobile telephone network[4], or

4.6.3. in the virtual network (additional service) or with an access code[5] whose prefix[6] is 800 (provided that the nearest following number is not “0”), 81, 83, 84, 900, 906 or 909.

4.7. Domain names are created from the telephone numbers listed in Article 4.6 in accordance with RFC[7] 3761 as follows: all non-numeric characters are removed from the full (international) telephone number format, the order of digits in the telephone number is

[2] The Czech country code is “420”
[3] The numbering plan for public telephone networks, Annex A
[4] The numbering plan for public telephone networks, Annex C
[5] The numbering plan for public telephone networks, Annex C
[6] The prefix means a DN (Destination Network [operator number]) or SAC (Service Access Code) according to the numbering plan for public telephone networks, Annex C
[7] Request For Comments - meaning the designation of documents that contain Internet standards as issued by the Internet Engineering Task Force and the Internet Society

reversed, full stops are inserted in between the individual digits, a full stop is inserted after the last digit and the "e164.arpa" ENUM domain is completed at the end[8].

4.8. It is also possible to register a Domain Name created from the Block of Telephone Numbers. In such a case, one Domain Name is registered for all the telephone numbers in the Block of Telephone Numbers. The Domain Name is created as follows: identical initial digits are taken from all the telephone numbers in the Block of Telephone Numbers and the procedure specified in Article 4.7[9] is applied to them.

4.9. In the event that an Applicant different from the existing Holder of the Domain Name requests the registration of the respective Domain Name, and it is confirmed that the Applicant is an authorized end user of the telephone numbers from which the Domain Name is created, and the existing Holder does not prove otherwise, the CZ.NIC Association will delete the existing registration of the respective Domain Name and register the Domain Name in favour of the new Applicant.

5. DOMAIN NAME REGISTRATION RENEWAL

5.1. Domain Name registration may be renewed through the Appointed Registrar.

5.2. Domain Name registration may be renewed for whole multiples of a year, also repeatedly, but for no more than 10 years. The CZ.NIC Association will renew a registration if

5.2.1. the CZ.NIC Association 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 Applicant is an authorized end user of all the telephone numbers from which the Domain Name whose registration is to be renewed is created;

5.2.3. the Holder agreed to the current version of the Rules of Registration as of the date of the registration renewal,

5.2.4. the CZ.NIC Association receives the respective price at the same time.

6. DOMAIN NAME DELEGATION

6.1. A registered Domain Name does not have to be Delegated. Nullification of the Domain Name Delegation does not affect the Domain Name registration.

6.2. CZ.NIC delegates a registered Domain Name, to which just one Nameserver Set is assigned.

6.3. CZ.NIC delegates a registered Domain Name whose Holder demonstrates in the validation process that they are an authorized end user of the telephone number or Block of Telephone Numbers from which the Domain Name is created.

6.4. 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.

6.5. 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.

[8] Example of ENUM domain creation: telephone number = +420123456789, ENUM domain = 9.8.7.6.5.4.3.2.1.0.2.4.e164.arpa
[9] Example of ENUM domain creation from the Block of Telephone Numbers: block of 100 numbers +4201234567XX , ENUM domain = 7.6.5.4.3.2.1.0.2.4.e164.arpa

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. The Domain Name transfer can only be made if the future Holder is an authorized end user of all the telephone numbers from which the transferred Domain Name is created.

7.4. No entitlement to a refund of the paid price or any part thereof arises for the original Holder due to its Domain Name transfer.

7.5. 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 or managed through the Appointed Registrar will not be terminated. Before renewing the registration of the Domain Name, the Holder must choose a new Appointed Registrar.

8.4. When the registration of a Domain Name is cancelled or expires, the rights to the Domain Name will also expire.

9. REGISTRATION OF CONTACTS

9.1. A single Contact can be used for more than one Domain Name (Contact in the role of a Holder or an administrative Contact), Nameserver Set (a technical Contact) or a Key Set (a technical Contact).

9.2. Contacts are registered by means of a Registrar. By filing an application for Contact Registration, the respective person expresses its consent to these Rules of Registration through the Registrar.

9.3. For Contacts that are also contacts of the MojeID[10] service, the Appointed Registrar cannot be changed.

10. CHANGES AND THEIR AUTHORIZATION

10.1. The wording of a Domain Name shall 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. Annex 2 details the Contacts that can change the data in the Central Register.

10.4. If multiple persons are entered in the Central Register that are competent to make the same change, then the change can be made upon request by any of these persons.

10.5. For a Contact that is a legal entity, apart from the person stated in the Contact record, acts may also be effected by a person or persons authorized to act on behalf of the legal entity. In such a case, an officially certified signature or a secure electronic signature pursuant to the laws is required for the authentication. An original or certified copy of an excerpt from the Commercial Register (not older than 3 months) or an excerpt from an analogous register must also be submitted. The name of the legal entity and/or the ID number in the official excerpt must be identical with its name stated in the Contact in the field showing the name of the legal entity; the confirming person(s) must be authorized to act on behalf of the legal entity in line with the official excerpt. If the authorized person is represented, then appended to the confirmation must also be a Power of Attorney with an officially authenticated signature.

11. PRICE

11.1. The price of the services provided by the Registrar to the Holder, including the price for the registration of the Domain Name or other services, is set by an agreement between the Registrar and the Holder.

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

11.3. The CZ.NIC Association is also entitled to charge for services it provides to Domain Name Holders or other persons, and the prices of the services are detailed in the Price List of the CZ.NIC Association available on its website.

12. SPECIAL PROVISIONS ON THE BLOCKS OF TELEPHONE NUMBERS

12.1. The Holder of the Domain Name created from the Block of Telephone Numbers is entitled to decide on the division of the Block of Telephone Numbers into several sub-blocks or telephone numbers and to register these as separate Domain Names. In such a case, the registration of the Domain Name created from the Block of Telephone Numbers will expire

[10] The Rules of Provision of the mojeID Service to End Users is available at www.mojeid.cz

and a new registration of Domain Names created under the individual sub-blocks or separate telephone numbers will be made.

12.2. In the event that an Applicant different from the existing Holder requests the registration of a new Domain Name to be created from the telephone numbers belonging in the Block of Telephone Numbers under which the Domain Name is registered, and this Applicant in the validation process demonstrates that they are an authorized end user of the telephone numbers from which the new Domain Name is to be created, the CZ.NIC Association will require the validation of the original Domain Name created from the Block of Telephone Numbers.

12.2.1. In the event that the validation process shows that the Holder is no longer an authorized end user of the telephone numbers from which the Applicant wishes to create a new Domain Name, the CZ.NIC Association will divide the original Block of Telephone Numbers into the smallest possible number of sub-blocks and telephone numbers, and register the new Domain Name for the Applicant. The CZ.NIC Association will register the respective Domain Names for the Holder under the created sub-blocks and telephone numbers, provided that the first Domain Name created in this way will assume the Day of Expiration of the original Domain Name. For further thus created Domain Names, the registration will be considered a new registration and the Holder will be required to pay the respective price within 1 month of the creation of the Domain Names, or else the CZ.NIC Association will cancel the registration of such Domain Names.

12.2.2. In the event that the Holder fails to perform validation within 14 days of the request for validation, the CZ.NIC Association will cancel the registration of the original Domain Name and register the new Domain Name for the Applicant.

13. VALIDATION

13.1. Validation is a process verifying that the Applicant for the Domain Name registration or the Domain Name Holder is an authorized end user of the telephone numbers from which the Domain Name is or is to be created.

13.2. Validation is performed upon the Domain Name registration, the Domain Name registration renewal or the Domain Name transfer. Validation is further performed every 6 months for the entire duration of the Domain Name registration. The CZ.NIC Association may request the Domain Name validation at any time.

13.3. The procedure of validation including the facts, information and documents necessary for validation is governed by the rules specified by the Registrar through which the validation is to be performed. No affirmation of the Applicant or Holder can be considered a document certifying that the Applicant or Holder is an authorized end user of the telephone numbers from which the Domain Name is or is to be created.

13.4. The Applicant or Holder is responsible for the completeness and accuracy of all documents and information submitted under the validation process.

14. DATA IN THE CENTRAL REGISTER

14.1. The Central Register is operated by the CZ.NIC Association. The CZ.NIC Association, which keeps personal data in order to fulfil the Domain Name Registration Agreement, is the controller of data kept in the Central Register. The Registrar is the controller of the data of its customers, regardless of whether the data were provided to it directly or by other persons representing the customers..

14.2. The processing of data which are personal data under the applicable legislation shall be governed by the Privacy Policy.

14.3. 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:

14.3.1. by lodging such an application, acknowledges that the personal data specified in the application will be processed for the purpose of maintaining and administering the Central Register, and for the purposes of fulfilment of obligations and exercise of rights under the Domain Name Registration Agreement, as well as making such data public through the mediation of the Internet as part of information services rendered by the CZ.NIC Association; data may also be provided to Registrars, even in cases where such Registrars are based outside the Czech Republic.

14.3.2. is responsible for the correctness of all data specified in the registration application pertaining to persons mentioned in such an application, and declares that these are not cover names, that they have obtained consent from all persons whose 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.

14.3.3. is obliged to report any changes of the data submitted to the CZ.NIC Association through the mediation of the Registrar without undue delay.

14.3.4. is obliged to act in such a 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.

14.4. Annex 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.

14.5. 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 identification numbers (ID No.), 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.

14.6. 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 contact address within the EU/EEA upon request by CZ.NIC, upon a judicial request, or request by an executive authority, an arbiter, or the arbitration court, or designate a representative with a mailing address within the EU/EEA at which the Holder may receive mail relating to Domain Names.

15. OPTIMIZATION OF DATA IN THE CENTRAL REGISTER

15.1. 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 Contact records differing only by the Contact Identifier. In the case that CZ.NIC performs such a merger, all links of the merged Contacts to the Domain Names, Nameserver Sets, and Key Sets will be preserved so that these links are transferred onto the Contact with which the other Contacts were merged with. The affected persons will be notified by CZ.NIC of such a merger.

15.2. The CZ.NIC Association may delete:

15.2.1. 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[Chyba! Záložka není definována.].

15.2.2. 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.

15.2.3. 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.

15.2.4. the link between the Domain Name and the Key Set in case the Key Set is not functional.

15.3. The identifiers of the deleted Contacts, Nameserver Sets and Key Sets cannot be used within 2 months of deletion.

16. PROVISION OF DATA FROM THE CENTRAL REGISTER

16.1. 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 to the court of justice, arbitration court or other state authority for the purposes of legal, arbitration, administrative, criminal or any other proceedings.

16.2. Under the information services provided by the CZ.NIC Association, only data about a specific registered Domain Name will be made accessible via the Internet, and further data about the Technical Contact for such a registered Domain Name. No data about the Holder of the registered Domain Name will be accessible via the Internet. However, this does not affect the right of CZ.NIC to keep such data in the Central Register or provide them to Registrars for the technical reasons necessary to operate the Central Register. With the consent of the Holder, who may withdraw at any time, the CZ.NIC Association will make data about the Domain Name and its status and name or the name of the Holder accessible on the Internet in a directory of registered domain names, where the CZ.NIC Association is in such cases entitled to allow searches of such a directory according to any of the data registered in the directory, and is entitled to make the directory accessible as a whole, in printed format or for downloading in electronic format. The Holder is aware that withdrawing consent pursuant to the previous sentence has no impact on the fact that the data in question were, prior to withdrawing consent, given in the printed directory or made accessible for downloading in electronic format, nor does it impose any obligation on the CZ.NIC Association to remove these data from the printed directories or from downloaded directories in electronic format.

16.3. CZ.NIC is entitled to provide information marked in the Central Register as not generally accessible, including information provided later pursuant to Article 14.5 or 14.6 to the state administrative bodies and to the courts of justice including the arbitration court, in compliance with the law and as part of their official activities or dispute resolution. Therefore, it is possible to provide only information related to the specific Contacts or specific Domain Names. Under the same conditions, CZ.NIC is also entitled to provide information about historical data, if available.

16.4. 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 1; data about the current Holder are provided irrespective of whether they can be designated by Annex 1 as hidden. Historical data can only be provided if available.

16.5. CZ.NIC will provide, under a written application with the applicant’s verified identity, information on contact details of the technical Contact of one particular Domain Name, even

where such data are marked as hidden. The application must indicate and evidence the purpose for which the data are requested, and CZ.NIC is, at its discretion, entitled to refuse to provide information if it comes to the conclusion that the purpose of the application is not in line with good morals, or in the case of an applicant which, without a legitimate reason, repeatedly asks for the provision of information concerning the contact details of various technical Contacts of different Domain Names. CZ.NIC is entitled to charge a fee for the application submission. The applicant may use the information obtained only for the purpose given in the application for its provision.

16.6. CZ.NIC is, for the purposes of fulfilment of obligations and exercise of rights under the Domain Name Registration Agreement, entitled to provide data from the Central Register to third parties as processors of such data, provided that these persons as contractual partners provide CZ.NIC with performance intended for the fulfilment of obligations and exercise of rights under the Domain Name Registration Agreement.

17. RIGHTS AND DUTIES OF THE CZ.NIC ASSOCIATION

17.1. Adhering to these Rules of Registration, the CZ.NIC Association undertakes to

17.1.1. perform and maintain the Domain Name registration,

17.1.2. keep record of the registered Domain Name in the Central Register,

17.1.3. keep a record of the delegated Domain Name in the ENUM zone, and

17.1.4. 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.

17.2. 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.

17.3. 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.

18. TERMINATION OF THE DOMAIN NAME REGISTRATION

18.1. The CZ.NIC Association is entitled to terminate, at its discretion, a Domain Name registration if

18.1.1. the wording of the Domain Name is in violation of the rules for forming domain names,

18.1.2. the information kept in relation to the Domain Name in the Central Register is untrue, inaccurate, incomplete or misleading,

18.1.3. the additional data under Article 14.5 are not provided within 15 days of sending the request for such data,

18.1.4. 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,

18.1.5. consent to the Rules of Registration was not granted in compliance with these documents,

18.1.6. such right arises from other provisions of the Rules of Registration.

18.2. 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.

19. INVALIDATION OF DOMAIN NAME DELEGATION

19.1. 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 the 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).

19.2. 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 19.1.

19.3. Details concerning the examination of conditions for invalidation of the delegation and the procedure of invalidation are determined by CZ.NIC-CSIRT[11].

19.4. 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 19.1 are not fulfilled.

19.5. 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.

20. PROCEDURE PURSUANT TO A COURT OR OTHER DECISION

20.1. The CZ.NIC Association will cancel the delegation and/or the registration of a Domain Name, transfer the Domain Name to a different person and suspend the option to transfer the Domain Name to another person if this is stipulated in an executable decision, even if CZ.NIC itself has not been a party to the proceedings in which such a decision was made.

20.2. 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).

20.3. 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.

20.4. The Holder acknowledges that the decision to cancel the registration of a Domain Name or transfer the Domain Name or register the Domain Name in the name of a third party

[11] 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

constitutes a condition subsequent in the Domain Name Registration Agreement. The provisions of Articles **Chyba! Nenalezen zdroj odkazů.**. and **Chyba! Nenalezen zdroj odkazů.** shall apply mutatis mutandis.

21. LIABILITY FOR 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 that may be reasonably required to make sure that the registered Domain Name will not violate these rights and legal regulations.

21.2. The Holder will be liable for damages caused to the CZ.NIC Association by stating incorrect, incomplete, inaccurate or misleading data or using a Domain Name contrary to the Rules of Registration or in a manner infringing upon third parties' rights.

21.3. The CZ.NIC Association does not assess the legitimacy of any application for a Domain Name registration nor its use with regard to the rights or justified interests of third parties.

21.4. The Holder understands that the registration of a Domain Name does not constitute any protection against third parties' objections to the registration or use of the Domain Name concerned.

21.5. The CZ.NIC Association does not bear any responsibility for use or non-use of the registered Domain Name, or the way the Domain Name is used. The CZ.NIC Association, in particular, does not bear any responsibility for the violation of copyrights, trademarks, names or trade companies of third parties resulting from the registration or use of the Domain Name.

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

21.7. The responsibility for any harm caused by the action or inaction of the CZ.NIC Association to the Holder with regard to one Domain Name may not exceed CZK 250,000; this does not apply to the injury of the natural rights of man or harm caused intentionally or by gross negligence.

22. COMMUNICATION

22.1. Communication between the CZ.NIC Association and the Holder of the Domain Name is carried out 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 they can be delivered mail via the e-mail address stated in the Central Register and have documents delivered at the postal address stated in the Central Register, whereas the fact that mail could not be delivered to them using the data from the Central Register is the responsibility of the Holder.

22.2. Communication between the CZ.NIC Association and the Registrar is carried out in the way specified by the terms and conditions for Registrars.

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

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

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

23.2. If the Holder is a consumer, the Czech Trade Inspection Authority (www.coi.cz) 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 them to achieve an amicable settlement of disputes concerning Domain Names and/or their registrations that might arise between the Holder and other persons. If the litigants do not settle the dispute in an amicable way, they are free to settle their dispute within the scope of valid legal regulations, i.e. through arbitration or municipal courts.

25. DOCUMENT CHANGES

25.1. CZ.NIC is entitled to change the Rules of Registration, the Privacy Policy as well as other relevant documents at any time. The current version of these documents is always available at https://www.nic.cz.

25.2. CZ.NIC is obliged to publish any amendment to the documents mentioned in Article 25.1 at least 1 month before the effective date of such a change at https://www.nic.cz.

25.3. The Holder may reject the changes in the Rules of Registration and cancel the registration of a Domain Name by written notice delivered to the Appointed Registrar or the CZ.NIC Association no later than the day preceding the effective date of the respective change to the Rules of Registration.

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

	Data name	Data description	Obligatory	Possibly hidden
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	
	E-mail	E-mail	A	A
	NotifyEmail	E-mail notification		A
	Voice	Telephone		A
	Fax	Fax		A
	Vat	VAT (tax identifier)		A
	Addr	Address – street (list of 3 items maximum), city, ZIP code, country code	A	
	Ident	Identification – a pair of type and number of the identifier (date of birth/identity card or passport/ID No./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

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