

ANNEX .CZ - SPECIAL CONDITIONS FOR THE .CZ TLD

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In addition to Gandi's [Domain name registration contract](#), the registration and use of a .CZ domain name implies the acceptance of and compliance to the present special conditions contained herein.

All legal information and contracts can be viewed at any time via [Our website](#). Capitalized terms have the definition attributed to them in Our Domain name registration contract. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .CZ.1. Naming organization

.CZ is the official country code Top-Level-Domains (ccTLDs) of Czech Republic.

The entities involved in naming organization for .CZ are:

- Trustee Authority:
CZ.NIC : <http://www.nic.cz>
- Registry:
CZ : <http://www.nic.cz>
- Registrar:
Gandi: <http://gandi.net>

You can view the information and special rules of each entity involved by clicking on the respective links.

Section .CZ.2. Registration policies

When You apply to register a .CZ domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .CZ domain names, as defined by CZ.NIC, and which may be viewed at the following pages:

- Registration policy:
https://www.nic.cz/files/nic/doc/Pravidla_registrace_CZ_EN.pdf
- Privacy policy:
https://www.nic.cz/files/documents/Zasady_zpracovani_osobnich_udaju_EN.pdf

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .CZ Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

Section .CZ.3. Special requirements

.CZ special requirements are available at:
<http://www.gandi.net/domain/CZ/info>

.CZ domain names are open to anyone.

You must provide and maintain reliable, accurate and up-to-date personal data, failing which the .CZ Registry may delete Your domain name.

In addition, Registrants with an address outside the European Union or the European Economic Area, agree to provide, upon request from the .CZ Registry, the judicial authority or any other competent authority (including the .CZ specific dispute resolution authority), a postal address in the European Union or the European Economic Area or designate a representative with an address in the European Union or the European Economic Area to which the Registrant can receive mail.

If You fail to provide this address within 15 days, the .CZ Registry shall be entitled to delete Your domain name(s).

Section .CZ.4. Registration term

The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .CZ.5. Pricing

Our prices may be viewed at:
<https://www.gandi.net/domain/price/detail/CZ>

Section .CZ.6. Personal data

You accept that the .CZ Registry collects Your personal data and publishes them in a Whois database. Upon request, some of Your personal data can be masked in the Whois database.

In application of Our contract with CZ.NIC, We must keep Your personal data for at least 5 years after the end of this contract.

The intended use of this data by CZ.NIC is specified at the following addresses:

- Policy on the use of personal data:
<http://www.nic.cz/page/306/>
- Registration rules for .CZ (Article 12):
https://www.nic.cz/files/nic/doc/Pravidla_registrace_CZ_EN.pdf

Section .CZ.7. Dispute resolution policy

The .CZ Registry has set up an Alternative Dispute Resolution (ADR) procedure specifically for .CZ domain names, which You agree to abide by without reservation:
<http://www.nic.cz/page/314/rules-and-policies>

Section .CZ.8. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure:

- You have the domain's authorization code associated with the domain name (supplied by Your current Registrar, via the owner account or the administrative contact),
- Your domain name does not have a TransferProhibited status,
- Your domain name does not expire under 15 days (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- Your domain name was created at least 60 days prior to the request,
- Your domain name has not been transferred within the last 60 days.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

The transfer of a .CZ domain name does not change the domain's

expiry date.

Section .CZ.9. Ownership change

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the Expiration date.

Section .CZ.10. Deletion process

CZ domain names can still be renewed for 60 days after the Expiration date. During this period, the domain name may be suspended, in which case all services associated with the domain name are deactivated. If the domain name is not renewed within the first 30 days of this period, CZ.NIC reserves the right to terminate the domain name delegation.

If the domain is not renewed within this period, the Registry will delete it, and the domain will become available for registration on a "first come first served" basis.

Section.CZ.11.Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

You agree to promptly provide the accurate information to the Registry through your Registrar, and to provide any updates if these information change during the domain name registration period. If the Registry finds that information is no longer valid, CZ NIC has the right to terminate, at its sole discretion, the registration of a domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You shall, to the largest extent allowed by the law, defend and indemnify the Registry and its directors, senior officers, employees and agents against any claim, loss, or liability arising out of a dispute about the application, registration or use of a domain name, and such indemnity shall cover all reasonable legal and other costs arising therefrom. This indemnity survives the termination or expiration of a domain name registration.

Section .CZ.12. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to enforce the rules and policies established by the Registry each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry,
- for violation of the present contract or the rules established by the Registry,
- to protect the integrity and stability of the domain names system,

- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

It is not the obligation of the Registry to notify You in advance of the termination or expiration for any reason of Your domain name and particularly they shall be entitled, but not obligated, to immediately suspend or delete Your domain name that is in breach of the Registry terms and conditions or any other applicable law or regulation.

You agree that You may not claim any compensation for damages of any sort from the Registry such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry.

Section .CZ.13. Special conditions for .CZ registration

Registration of contacts

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).

Entering phone numbers for contacts in the Central Register is mandatory.

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.

For Contacts that are also contacts of the [MojeID](#) service, the Appointed Registrar cannot be changed.

If the Registry receives a notification of incorrect Contact data, but a subsequent check does not reveal any obvious discrepancy between the data and reality, it is entitled to request additional documents proving the good faith or genuine legal interest of the notifier.

In cases where the Holder fails to provide additional identification data pursuant to Article 12.5 of [Registration Policy](#), a valid delivery address in the EU/EEA, or fails to indicate the details of a representative with a valid delivery address in the EU/EEA, the Contact shall provide the details of a representative with a valid delivery address in the EU/EEA or details of a delivery address in the EU/EEA via the Verification Portal.

Changes and authorization

The wording of a Domain Name can be modified neither in full, nor in part.

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

instruction.

CZ.NIC 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 of the [Registration Policy](#) details the Contacts that can change the data in the Central Register.

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.

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.

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