

IGNUM, Ltd.
General terms and conditions for providing domain names registration and administration services

These general terms and conditions for providing domain names registration and administration services are general commercial terms and conditions within the provision of s. 273 of Act no. 513/1991 Coll., Commercial Code, and constitute a component part of each Contract for providing domain names registration and administration services between the company IGNUM, Ltd., as one party, and the customer, as the other party.

Cl. I.

Definitions of concepts

1. For the purposes of the General terms and conditions for providing domain names registration and administration services, the below concepts shall have the meaning as follows:

„Registrar“ company IGNUM, Ltd., registered office at Prague 3, Vinohradská 190, company registration number: 26159708, tax identification number: CZ26159708, email: info@ignum.cz, company registered with the Commercial Register kept by the Municipal Court in Prague, section C, insert 75587.

„customer“ a natural person or a legal entity, for which the company IGNUM, Ltd., registered office at Prague 3, Vinohradská 190, company registration number: 26159708, tax identification number: CZ26159708, email: info@ignum.cz, company registered with the Commercial Register kept by the Municipal Court in Prague, section C, insert 75587 provides services upon the request for domain names registration and administration services submitted through the Internet or in writing.

„domain name“(referred to here also as domain) Domain name is a second-level domain composed of a permitted combination of permitted characters under the rules of individual TLD administrators. Each domain name is unique.

„TLD“ Top Level Domains.

“General Terms and Conditions” General terms and conditions for providing domain names registration and administration services by the company IGNUM, Ltd., registered office at Prague 3, Vinohradská 190, company registration number: 26159708, tax identification number: CZ26159708, email: info@ignum.cz, company registered with the Commercial Register kept by the Municipal Court in Prague, section C, insert 75587.

“Contract” Contract for providing domain names registration and administration services made by the Registrar, as one party, and the customer, as the other party.

Cl. II.

Subject-matter of the Contract

1. The Registrar undertakes that, upon making a Contract, i.e. requesting the domain names registration and administration service by the customer through the Internet, they shall provide the customer with the service consisting in securing domain name registration and administration, to wit for a period of at least one year each time.
2. By requesting the domain names registration and administration services through the Internet, the customer consents in the General terms and conditions, and undertakes to pay the agreed price for the services provided by the Registrar, and to render necessary cooperation to the Registrar.

3. For the purposes of the domain name registration, the customer is obliged to submit complete, accurate and truthful information; the customer is liable for completeness, accurateness and truthfulness of all information submitted during the communication with the Registrar, as well as for completeness, accurateness and truthfulness of all documents submitted together with the application. For the purposes of identification of the customer or the target computer, the Registrar shall record the IP address of the customer – applicant for the domain registration. The customer is obliged to pay the Registrar any damages that may arise in consequence of breach of the stated customer's obligations, including any compensation that shall be claimed on the Registrar by the association CZ.NIC or by respective TLD administrators in consequence of non-submitting truthful, complete or accurate data upon the domain registration.
4. The Registrar undertakes to start performing the domain name registration for the customer immediately after receiving the on-line request for registration together with the receipt of a properly identified payment – price of the service (unless the customer has made an order that the registration shall be paid from the credit deposited with the Registrar) and the identity check of the customer, (eventually after receiving the documents in accordance with cl. III. of these General terms and conditions), event. after the fulfilment of additional terms and conditions required by other TLD administrators. Performing the registration under this contract shall proceed in accordance with the current "Rules for domain names registration in ccTLD .cz" or in accordance with the current rules for domains registration within the scope of another top level domain (TLD) and the customer acknowledges that the Registrar cannot influence the duration of the registration process, because that is entirely in the particular TLD administrator's discretion.
5. The Registrar is not liable for damage inflicted on the customer due to the fact that in the same or similar instant of time there have been filed more applications for the registration of the same or similar domain with different registrars and one of the registrars has performed the registration for another person earlier than the Registrar under these General terms and conditions for the customer.
6. The Registrar is not liable for the infringement of trademarks rights, rights to trade company for another domain name or to other marks protected by generally binding legal regulations, including rights to a particular name or surname of a natural person, or for the infringement of other rights protected by generally binding legal regulations, which is committed by a customer by using the domain name. If the Registrar by his own activity finds out that the domain registration has caused or may cause the infringement of any above-mentioned rights, or if the Registrar is notified of such infringement by a third party and is at the same time called to remove the unlawful state, the Registrar is entitled to cancel the registration of the contentious domain name immediately, or to immediately take another appropriate discretionary measure, without thus creating any financial or other right for the customer upon the Registrar, who is in this sense entitled to manage the domain without the customer's command.
7. The customer who is making the Contract with the Registrar, and who is not the domain holder, simultaneously declares that he is entitled to act for the domain holder (possessor). In such a case the contractual obligations devolve upon the domain holder as well.

Cl. III.

Identification of the customer

1. In accordance with cl. II of these General terms and conditions, the identity check of the customer means such activity of the computer system of the Registrar or his operator, which excludes the cases of entities which obviously do not exist, are fictitious, erroneously marked, impersonating another person or have been filed by mistake or in jest. In case a legitimate doubt concerning the existence or entitlement of an entity occurs, the registration shall proceed after the identity check of the customer, and the customer, the contact person of the customer – natural person, if such is different from the customer, and the contact persons of legal entities, prove their identity with a copy of their identity card together with a copy of their passport or driving licence or health insurance card, delivered to the Registrar by fax or by post.
2. The Registrar archives all documents submitted to him for the purpose of the identity check. All data of the customer are kept or processed in accordance with the legal regulations governing the personal data protection. The customer acknowledges that, for the purpose of checking the legitimacy of the registrations

proceeded in accordance with generally binding regulations, the Registrar is entitled to collect and administer his personal data, which were disclosed or made accessible to him by the customer under these General terms and conditions.

3. The customer hereby consents to the access of relevant TLD administrators to the data which are collected about the customer by the Registrar under these General terms and conditions. By making the contract with the Registrar, the customer further acknowledges that the domain holder's data are recorded in the appropriate TLD administrator's databases and are publicly accessible.

Čl. IV.

Price and Payment Terms

1. The contractual parties have come to an agreement that the prices of the services provided by the Registrar under the Contract and the payment terms follow the current price list, which is accessible at the address <http://www.ignum.cz> or <http://www.domena.cz> and in the office of the Registrar. The customer expressly states that he has made the acquaintance of the current prices and payment terms. The customer consents to the fact that the prices and payment terms may be subject to a unilateral change by the Registrar, i.a. in consequence of changes in principles determined by the CZ.NIC association and the respective TLD administrators. When carrying out such a change, the Registrar acts in accordance with the clause VI . p. 4 of these General terms and conditions.
2. The customer acknowledges that the notice to pay the price for services for the following period is sent to the e-mail address of the customer stated on the date of mailing for delivery in the parameters of the customer's account in the system of doména.cz. The Registrar is not liable for the actual delivery of the e-mail. If the price of the service for the next period is not paid within the set time-limit, the contract and the domain name registration terminates ipso jure.

Čl. V.

Validity of General terms and conditions

1. The Registrar is entitled to interrupt providing the services, if the customer seriously violates these General terms and conditions, namely if the customer has been in default of payment for more than 30 days.
2. In the course of the contract duration, the customer is entitled to change the domain name registrar, if he fulfils the conditions stated in the Rules for domain names registration in ccTLD .cz or in rules for domain names registration within the scope of a different top-level domain (TLD). The change of registrar shall have no influence on the Registrar's right for payments of all debts for ordered and unpaid services.

Čl. VI.

Final provisions

1. The contract between the Registrar and the customer is made upon the confirmation of the request on the part of the customer, namely through the Internet, or eventually by registered post or fax.
2. The customer acknowledges and consents to the fact that the subject-matter of the Contract is hereafter determined by the Rules for domain names registration in TLD .cz and ENUM issued by the professional association CZ.NIC, company registration number: 67985726, with which the customer has made the acquaintance at the address <http://pravidla.domena.cz> or by the rules for domains registration in the scope of a domain of another top-level domain (TLD). The customer simultaneously expresses his consent to the fact that any contingent disputes about the domain name in the national domain ccTLD .cz between the customer and a third party, which contests the domain name or its registration, shall be resolved in accordance with the Rules for alternative resolution of disputes issued by the professional association CZ.NIC, company registration number: 67985726, with which the customer has made the acquaintance at the address <http://pravidla.domena.cz>.

3. The Contract between the Registrar and the customer is made for an indefinite period of time. In case of a serious violation of the Contract on the part of the Registrar, the customer is entitled to terminate this Contract at any time.
4. The Registrar is entitled to alter the General terms and conditions; he is therewith obliged to announce such an alteration to the customer prior to the date of its validity. The obligation to announce the alteration is fulfilled also by publishing the announcement of alterations on the web sites of the Registrar assigned for all customers. If the customer upon the announcement of alterations does not terminate the contract, it follows that on the validity date of the General terms and conditions alteration he has accepted the alteration. The General terms and conditions alteration becomes valid always upon the expiration of the seventh day since the alteration was carried out, or upon a stated later date, whereas the new text of the General terms and conditions is accessible at the address <http://www.ignum.cz> or <http://www.domena.cz>.
5. The contractual party which violates an obligation resulting from the Contract or from generally binding legal regulations, is obliged to pay damages thus caused to the other party, unless it proves that the violation of the obligation was caused by circumstances excluding liability.
6. If the Registrar and the customer fail to reach agreement on the resolution of their mutual dispute, each party has a right to submit the dispute to the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. The arbitration shall be carried out by three arbitrators in Prague in Czech language under the rules of the stated arbitration court. The arbitration award is final and binding for both parties.
7. If any provision of the Contract or of these General terms and conditions becomes invalid, ineffective or unenforceable, it shall have no effect on the validity of the Contract or of the General terms and conditions as a whole. The contractual parties shall agree on another provision, which shall replace the current provision and which best corresponds with the original purpose.
8. The contractual parties agree that the Contract is made as an innominate contract in accordance with the provisions of section 269 and consequential of Act no. 513/1991 Coll., Commercial Code, as amended.

These General terms and conditions come into force and effect on 14/7/2008.