

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 Section 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 IGNU, s.r.o., as one party, and the customer, as the other party.

Article I

Definitions

1. For the purposes of the General Terms and Conditions for providing domain names registration and administration services, the below definitions shall have the meaning as follows:

“Registrar” shall be IGNU, s.r.o., registered office at Prague 3, Vinohradská 190, company registration number: 26159708, tax identification number: CZ26159708, email: info@ignum.cz, registered with the Commercial Register kept by the Municipal Court in Prague, section C, insert 75587.

“Customer” shall be a natural person or a legal entity, to which IGNU, s.r.o., registered office at Prague 3, Vinohradská 190, company registration number: 26159708, tax identification number: CZ26159708, email: info@ignum.cz, 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 via the Internet or in writing.

“Domain name”(also referred to 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” shall mean Top Level Domains.

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

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

“Credit Service” (also referred to as “credit”) shall mean the service provided to customers consisting of the possibility to transfer funds to the Registrar in advance to its bank account under the variable symbol to be found at www.domena.cz, in the customer account section – Payments and Billing (Platby a fakturace) – Refill Credit (Doplnit kredit); or a customer's funds accounted by the Registrar as credit under these Terms and Conditions which such a customer may use to pay for ordered services based of a request for payment issued by the Registrar. Except for certain cases, a payment made by the customer in the credit service or accounted for as credit under these Terms and Conditions shall be non-refundable, regardless of the duration of individual contracts. The amount of credit available shown in the customer account section, Payments and Billing (Platby a fakturace) is always without VAT.

Article II

Subject of the Contract

1. The Registrar undertakes that, upon concluding a Contract, i.e. requesting the domain names registration and administration service by the customer through the Internet, recorder delivery, or fax, it 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 acknowledges 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 for any damages that may arise in consequence of breach of the stated customer's obligations, including any compensation that shall be claimed against 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 (or after receiving the documents in accordance with Article III of these General Terms and Conditions), or after the fulfilment of additional terms and conditions required by other TLD administrators. Performing the registration 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.
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 concludes the Contract with the Registrar, and who is not the domain holder, also declares that he is entitled to act for the domain holder (possessor). In such a case the contractual obligations resulting from the Contract or regulations of respective TLD administrators and registrars devolve upon the domain holder as well. In case of doubts, the Registrars may require confirmation by such a domain holder.

Article III

Identification of the Customer

1. In accordance with Article II herein, the identity check of the customer shall mean 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 was disclosed or made accessible to him by the customer under these General Terms and Conditions within the meaning of Act No. 101/2000 Coll., on the Protection of Personal Data. The Registrar shall ensure protection of personal data against unauthorized or accidental access, prevent its alteration, loss or destruction, unauthorized transfer, or other unauthorized processing, as well as other misuse, save for the exceptions listed below.
3. The customer hereby consents to the access of relevant TLD administrators to the data which is collected about the customer by the Registrar under these General Terms and Conditions. By concluding 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.
4. The customer gives his consent to Registrar with collection and processing of personal data for the purposes of satisfying the subject of the Contract and for the purposes of sending commercial messages and information. This consent is given until a written statement disagreeing with such processing of personal data is submitted to the Registrar. The customer has the right of access to its personal data and the right to correct it, and any other legal rights regarding such its data. The customer agrees to receive information related to the goods, services, or company of the Registrar and its commercial communications to its email address.

Article 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 <http://www.ignum.cz> or <http://www.domena.cz> or in the office of the Registrar. The customer expressly states that he has read and understood 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 Article VI, paragraph 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 email 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 email. 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.
3. For international payments, the customer shall pay all fees associated with international payments.
4. The customer may send funds to the Registrar as credit. After crediting any amount of credit to the account of the Registrar, the Registrar shall pay VAT for such amount within the meaning of Section 21, paragraph 1 of Act No. 235/2004 Coll., on the Value Added Tax, as amended. Customers can check overview of their credit account at www.domena.cz, in the customer account section – Payments and Billing (Platby a fakturace). The Parties further agree that the amount of credit transferred by the customer to the bank account of the Registrar or the amount accounted as credit according to paragraphs 6 and 7 of this Article shall be – regardless of the duration of individual contracts and save for exceptions below – non-refundable, may be drawn by the customer, and shall be valid for 18 months from the date of crediting to the account of the Registrar. If such amount of credit is not fully drawn by the customer within the above period, it shall expire, i.e. is deleted from the customer account and cannot be refunded to the customer. The Registrar does not provide any compensation to the customer for such funds.

The amounts of credit which are kept at customer accounts as of the effective date of these General Terms and Conditions, i.e. 1 June 2013, can be drawn within 18 months from the effective date of these General Terms and Conditions regardless of the duration of their individual contract. The amount that will not be drawn by the customer within this period shall expire and will not be refunded. Such amounts will be deleted from the customer account, and the Registrar will not provide any compensation.

5. The Parties agree that prices due for services provided (as instructed by the customer in the customer account section – www.domena.cz, Payments and Billing - requests for payments) can be settled using credit.
6. The customer may choose in his customer account section at www.domena.cz to “pair mistakenly sent payments with credit“, in which case any duplicate sent payments, payments made under a wrong variable symbol, overpayments paid upon a request for payment, or amounts lower than required in a request for payment will be accounted by the Registrar in the form of credit.
7. The Parties further agree that the payments made by the customer for services that were not rendered by the Registrar for reasons on the part of the customer or for any other objective reason (e.g. the domain was already registered by another entity) shall be automatically accounted as credit on such a customer's account.
8. Within (1) one month (i) from the date of crediting the amount of overpayment paid by the customer upon a request for payment issued by the Registrar into credit; and (ii) from the date of crediting

payment paid for unrealized service under the preceding paragraph hereof into credit, the customer may request refund of such money and issuing of a credit note by sending an email at: fakturace@ignum.cz. Otherwise, the customer shall not be entitled to receive a refund of such amount.

Article V

Other Provisions

1. The Registrator 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. If the customer fails to pay for an ordered registration service within 14 days of the due date specified in the request for payment, the respective contract shall become void.
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 the registrar shall have no influence on the Registrator's right to due amounts for already ordered and unpaid services.
3. Customer acknowledges that the rules for registration, renewal, administration, and possession of the domain are different for each TLD and that the basic points of the current rules of each TLD are listed at <http://www.domena.cz/domain/info.html>.

Article VI

Final Provisions

1. The customer acknowledges and consents to the fact that the subject of the Contract is hereafter determined by the Rules for domain names registration in TLD .cz and ENUM as issued by the professional association CZ.NIC, company registration number: 67985726, with which the customer has become familiar at <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 also expresses his consent with the fact that any contingent dispute 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 become familiar at <http://pravidla.domena.cz>.
2. The Contract between the Registrator and the customer is concluded for an indefinite period of time. In case of a serious violation of the Contract on the part of either Party, the other Party shall be entitled to terminate this Contract with immediate effect on receipt of notice to the other Party.
3. The Registrator 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 Registrator 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 <http://www.ignum.cz> or <http://www.domena.cz>.

4. 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.
5. 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 the Czech language under the rules of the stated arbitration court. The arbitration award is final and binding for both parties.
6. 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 Parties shall agree on another provision, which shall replace the current provision and which best corresponds with the original purpose.
7. The Parties agree that the Contract is concluded as an innominate contract in accordance with the provisions of Section 269 et seq. Act No. 513/1991 Coll., the Commercial Code, as amended.
8. The European Commission provides an EU-wide online dispute resolution service. This enables consumers to resolve disputes about online transactions without having to go to a court. The online dispute resolution service can be found under the following external link: <http://ec.europa.eu/consumers/odr>.

These General Terms and Conditions come into force and effect on 18 April 2016.

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