Contractual terms of domain names registration and administration

I. Contracting parties

The term "Contracting Party" in the singular and "Contracting Parties" in the plural as used herein refers to company INTERNET CZ, a.s. as Provider (hereinafter "Provider") and Orderer(s) of services (hereinafter "Customer(s)"). The Contracting Parties are further specified in the Provider's General Contractual Terms in Chapter I. "Contracting Parties".

II. Fundamental provisions

1) In order to manage a domain, to order registration, renewal and changes and for additional operations involving the domain, the Customer shall mainly use the interface of their customer or partner account on the Provider's website on domains or subdomains forpsi.com or domainmaster.cz or using other means of administration (Master API), hereinafter „Interface". Some changes of domains or other acts may require use of other web pages, forms or other tools that the Provider shall determine for the particular situation.

2) In the event that a domain is ordered and managed in the account of the Partner, the Provider's Customer shall be the Partner. Partner's obligations arising from Customer's domain administration are regulated by the Partnership agreement in the domain name registration and administration section. Partner is obliged, inter alia, to take care of the domain, to make effort so that the domain operates and works correctly, to inform the end user of the domain of forthcoming expiration and of other important facts that influence or that could influence the domain functionality in the scope that results from these Terms or in the scope of the order confirmed by the Customer.

3) The Customer shall be obliged to keep the domain owner's and contact person's data correct and up to date. In case of any change of these data, the Customer is obliged to update the data using the Interface or to inform the Provider without undue delay. In some cases, the domain data can be changed on-line using the pages especially determined for it, or by means of Provider's customer support.

4) The Customer has leased the domain name from the domain name administrator (hereinafter the Registry) according to the domain endings (hereinafter TLD), to whom the Customer pays fees for lease of the domain. The Provider is the administrator of the domain, not its owner or payer. The Provider shall be entitled to hand over the customer data to the competent Registry and the Customer agrees with the rules of the competent Registry according to the chosen TLD. The Customer understands and agrees that the rules of the competent Registry may be in a different language than Czech and that they shall be obliged to familiarize themselves with them (see paragraph IX. Related documents). The Customer also understands that pursuant to the rules of the competent Registry the domain may also be treated directly by the Registry.

5) Customer acknowledges and agrees that if the Provider is not directly a domain registrar, the domain registrar rules also apply to domain administration.

III. Domains registration

1) The Customer orders registration of a domain by completing an order form using Provider's Interface, or by other means that are made available by the Provider for the Customer to deliver their order. The Customer selects in the order form a period for which the domain shall be registered, a method of being notified of important facts related to the domain (e.g. forthcoming domain expiration) and other data necessary for the domain registration that are required by the Provider.

2) The Customer shall be obliged to state complete and truthful information regarding the domain owner in the order and to specify other technical data (DNS servers, the technical administrator, or other data) that are necessary for the domain registration including complete and correct Customer contact data. The Customer shall be responsible for correctness and completeness of the data. In the event that the Customer states incorrect or fictitious data, the Customer shall be exposed to the risk that the domain will be cancelled without the right to compensation of the means related to the domain registration, The Customer shall be obliged to inform the Provider in writing of any data changes stated in a way that corresponds to the particular change. In order to fulfil his obligations, the Provider shall be entitled to use the last data that the Customer provided him with. The accuracy of the contact details of some TLDs can be verified by the main

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registrars at any time during the domain name registration. The verification of the contact details is accomplished through confirmation of a link sent in an email message to the domain owner. If the confirmation is not granted within 15 days after receiving the email, operation of the domain may be suspended until the confirmation is granted.

3) Prior to the domain registration, the Customer shall be obliged to ensure correct setting of the registered domain records on authoritative DNS servers that will be used during the domain registration. In case of some TLDs it is not possible to initialize the registration procedure without such correct setting. Details are specified in the description of individual TLDs on the Provider's website.

4) The registration procedure shall be initiated by the Provider after all the following conditions have been fullfilled:

    a. The Customer has paid the registration fee correctly and this payment has been correctly accepted by the Provider´s system (see chapter "XIV. Payments" of General Contractual Terms), or the Customer has made a financial deposit (credit) to the Provider in a sufficient amount intended for this purpose.

    b. At the moment that the registration is being sent from the Provider to the competent Registry, the domain is free to be registered.

    c. The required domain name is freely available to be registered and it is not blocked or reserved by a third party.

    d. The order fulfils other issues that are required for registration of some TLDs. These further individual requirements are specified within details regarding individual TLDs on the Provider's website or shall be provided by the Provider upon request. Such requirements may concern e.g. the necessity of consent with the Registry rules by the new domain owner, the necessity to sign and send a contract related to the domain ownership, presenting the documents concerning the owner´s company or business, correct setting of DNS servers for the domain, etc.

5) The Customer acknowledges that the possibility of registering the domain ordered by him depends on the timely execution of the agreed payment and delivery of any other documents to the Provider, and subsequently from the Provider to the domain registrar and agrees that the Provider bears no liability to the Customer if domain name is registered to another candidate for faster fulfillment of all necessary conditions for registration (especially sending all necessary documents, confirmation of all necessary consents or timely receipt of proper payment from the Customer to the Provider's account). Requests for domain registration are processed chronologically in the order in which all prerequisites for proper domain name registration are met (especially when the Customer delivers documents, confirms consents and the Provider receives payment).

6) The Customer acknowledges and agrees that the Provider may request personal data from the Customer for certain domain extensions (eg ID number) without which it is not possible to register the domain with the registrar. The customer also understands that for some domains he / she has to take other necessary steps for proper domain registration, such as officially verified consent with the rules of domain registration or to provide the Provider with a photocopy of his / her personal documents etc.

7) A domain shall be deemed to have been registered only after the Provider confirms its registration. In the event that a domain is occupied by a third party upon initiation of the registration procedure or during the registration procedure, the Customer can use the registration fee for payment of any of their other domains or other services that they use by the Provider.

8) By ordering registration of a domain the required domain name is not reserved for the Customer in any way, and any time before or during the registration procedure a third party that fulfilled all requirements connected with the domain registration earlier may get the domain.

9) For the full completion of the registration may be required consent of the holder of the domain registration directly from the TLD administrator. To the contact email of the domain holder will be sent a confirmation message which (or "through which") the owner must confirm, by doing so expressing his consent with the domain registration. Validity of the confirmation message is 15 days. If no confirmation is granted within this period, the domain operation may be restricted or shut down until the confirmation is granted.

10) After the domain registration some information about the owner can be shown as publicly available information – especially in WHOIS register. It is possible to individually arrange with the Provider that the data of the real domain name user are not included in the competent Registry provided such an arrangement does not contradict legal prescriptions and provided the Provider agrees with that.

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IV. Domains renewal

11) Any of the following is considered an order of domain renewal:

   a. an automatically issued call for payment – one month before a domain's expiration, a call for payment is issued for the renewal of the domain for another period, which, if possible, is identical to the previous period for which the domain was registered or renewed, and for the payment of additional services that were ordered along with the domain

   b. filling out the order form which is available in Provider's Interface

   c. using the Interface (Master API)

   d. automatically, by payment from prepaid credit

   e. other means specified by the Provider

12) By paying for the domain renewal, the Customer agrees with the terms of the corresponding Registry according to the chosen TLD. The terms of corresponding Registries are listed in article IX. Related documents of these terms and conditions. The rules for each TLD are available at the corresponding Registry's website or can be provided to the Customer by the Provider upon request.

13) The procedure of domain renewal shall be launched by the Provider after all the following conditions have been fulfilled:

   a. The Customer has paid the renewal fee in the correct way and this payment has been correctly accepted by the Provider´s system (see chapter XIV. Payments of the General terms) or the Customer has made a financial deposit (credit) to the Provider in a sufficient amount intended for this purpose

   b. At the moment that the renewal procedure is launched the domain is not in a status in which such renewal is not possible to conduct for the reason of late fulfilment of other conditions by the Customer, or due to a special fee required by the Registry for such renewal after the domain expiration

   c. The requested domain name is not yet occupied by a third party after the domain was cancelled as it had not been prolonged.

   d. The order fulfils other requirements that may be required for prolongation of some TLDs. These further individual requirements are specified within details regarding individual TLDs on the Provider's website or shall be provided by the Provider upon request. Such requirements may concern e.g. the necessity of consent with the Registry rules by the new domain owner, the necessity to sign and send a contract related the domain ownership, presenting the documents concerning the owner´s company or business, correct setting of DNS servers for the domain, etc.

   e. In the event that the domain is cancelled and occupied by a third party at the moment that the renewal procedure is launched or during the renewal procedure, the Customer shall not be entitled to a refund of costs associated with the effort to prolong the domain. The domain renewal is completed only after the Provider confirms this fact.

   f. In the event that the domain is cancelled at the moment that the renewal procedure is launched or during the renewal procedure but not occupied by a third party, the domain may be again re-registered upon an agreement between the Provider and the Customer. In such an event the Provider may require the Customer to pay the difference between the new registration and the amount that the Customer has paid to the Provider for the unsuccessful renewal.

   g. In the event that the renewal is not paid for correctly, or that other conditions that are necessary for the domain prolongation are not fulfilled, the domain may be switched off after its expiration or may be otherwise made impossible to use.

   h. The Provider does not accept financial amounts that have been sent under variable symbols that were used for the domain registration, prolongation or for making a change in the past.

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V. Cancellation of Customer requirements

14) Cancellation of a requirement shall be deemed a request of the Customer to completely stop the domain registration, prolongation or change in the domain details procedure in progress, or a request of the Customer to cancel the domain registration, prolongation or change in the domain details that has already been finished.

15) In the event that the domain registration has already been launched or that the domain has already been registered and the Customer requests to cancel the registration procedure, the Provider shall charge a fee for this procedure. The Provider may refuse to cancel the domain registration provided this action is not possible (e.g. provided the domain registration cannot be revoked). In such an event the Customer shall not be entitled to be given back the fees connected with the domain registration or to be compensated for the costs incurred in connection with the effort to get the domain.

16) In the event that the domain renewal has already been launched or that the domain has already been renewed and the Customer requests to cancel the renewal, the Provider shall charge a fee for this procedure. The Provider may refuse to cancel the domain renewal provided this action is not possible (e.g. provided the domain renewal cannot be revoked). In such an event the Customer shall not be entitled to be given back the fees connected with the domain renewal or to be compensated for the costs incurred in connection with the effort to get the domain.

17) Regarding domains it is not possible to cancel changes having been made, e.g. a change of the registrar, a change of the owner, a change of DNS servers, etc. In the event that the Customer wants to restore the domain, they have to apply for a reverse change. However, such a change may be refused by the Provider provided the circumstances make it impossible to make the change, e.g. the Customer has lost ownership of the domain due to the change having been made.

VI. Notifying the Customer of domain expiration

18) The following provisions related to notifying domain owners of their domain expiration by the Provider apply only to those domains that are registered directly at the Provider without other mediators. Since the Provider is not in direct contact with the Partner's customers, it is the duty and responsibility of the Partner to inform their customers about the domain expiration.

19) The deadline for the domain prolongation shall be deemed the date of expiration (expiration of validity) in case of most domains. In case of some domains, however, it may be necessary to fulfil conditions that are necessary for the prolongation procedure to be launched prior to expiration. Such exclusions are specified in the description of individual TLDs at the Provider´s web pages, in the text of sent notification or they may be revealed upon request.

20) Unless the Customer specifies otherwise in the order, the domain owner shall be notified of forthcoming expiration of the domain one month, two weeks and one week before the expiration term, owners of generic domains (gTLD) receive an additional notification three days after the domain´s expiration, by an email message sent to the email address specified in the Customer account at the contact that is set as the owner of the particular domain as a service.

21) Due to the nature of e-mail communication the Provider does not guarantee the delivery of the email message into the Customer mailbox. Its sending to the Customer´s email address shall be regarded as its delivery.

22) In the event that while making the order the Customer selects the option of being sent notification of expiration by a registered letter, such a letter shall be sent to the address specified in the Customer account at the contact, that is set as the owner of the particular domain as a service, six weeks before the expiration term unless the domain was prolonged before such time. A fee according to the valid price list is charged for this service.

23) In the event that while making the order a Customer selects the option of being notified of expiration by phone, the Customer shall be contacted on the telephone number that is specified in the Customer account at the contact, that is set as the owner of the particular domain as a service, six weeks before the expiration term unless the domain was prolonged before such time. The Provider reserves the right to record these telephone calls and keep records of them. A fee according to the valid price list is charged for this service.

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24) The Provider shall not be responsible for damages incurred due to the fact that the Customer does not receive at all or does not receive on time, does not read, or does not take into account the delivered notification of the domain expiration or that the Provider does not reach the Customer at the contact information (email address, mailing address, telephone number) specified within the domain records at the Provider.

25) In the rare event that the Customer does not react to the notification of the necessity to renew the domain, the Provider may directly inform the end user of the domain of this domain status. Likewise, it may do the Registry according to the given TLD.

26) For the majority of TLDs, the registrars inform the domain owners about the oncoming expiration of their domain. In this case of the owner of the domain receives 30 days or 5 days before the domain expiration a confirmation email with a request to verify the contact details in the main registry. In such email, he will find a link to confirm the accuracy of his contact details. It is necessary to accomplish the confirmation within the following 15 days, otherwise the operation may be restricted due to inaccuracy of the domain contact details in the registry.

27) Expiration of the domain shall terminate the contractual domain relationship between the Provider and the Customer.

VII. Changes in the domain details

28) When requesting a change or information, the Customer shall always be obliged to authorize themselves by stating correct login data (login and password) in the customer account where the domain is registered. Otherwise the Customer requirement may be refused for insufficient verification of the access right to a change or provision of information.

29) The Provider may charge a fee for any change in the domain details (change of the owner, change of technical data, change of the registrar, etc.) according to the valid price list or upon an agreement between the Customer and the Provider. The procedure of making a change in the domain details shall be launched only after the required fees have been paid, such payment shall be made in the correct way exactly according to the Provider´s instructions specified in the General Terms for Operation of FORPSI Services in Chapter XIV. Payments.

30) Changes in the domain details may only be made provided the domain status allows them to be made (e.g. the domain has not expired) and provided all requirements necessary for making the particular change have been fulfilled. These conditions are determined by Registry according to the given TLDs and are published in the detailed information on domains at web pages of the Provider and Registries of TLDs, or the Customer is notified of them upon request.

31) After a change in the domain details has been made, it may take some time before the change is visible in the Customer account. In the event that some data do not correspond with the current situation in the Registry, it is necessary to inform the Provider of this fact; the Provider shall consequently make a correction.

32) In the event that a change in the domain details requires written documents including confirmation of the authorized person, the Provider shall be entitled to refuse the change if it is in doubt regarding the authenticity of these documents or if he is in doubt regarding the particular person being authorized to confirm the required change. In such an event the applicant for a change shall submit to the Provider other materials and evidence that will rebut the Provider´s doubts.

33) The Customer understands that the domain owner data are listed in the registry of the relevant TLD, not the details in the customer account or tax document.

34) The Customer acknowledges that in the case of a domain transfer, some TLDs may be updated with the administrative contact data and the holder's contact data specified in the domain transfer order.

VIII. Domain operation

35) The Provider does not guarantee correct delegation of the domain name in root DNS servers and keeping correct records of the domain on all other DNS servers that are necessary for operation of the domain.

36) In the event that the Customer transfers a domain (a change of the registrar) from the Provider to a third party, the contractual relation between the Customer and the Provider regarding this particular domain becomes invalid. In such an event the Customer shall not be entitled to be given back the fees for the outstanding unused period of the domain name operation at the Provider.

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37) The Customer shall be fully responsible for the ways in which the domain name is used and for the web pages and other services that are operated and provided by means of the domain.

38) In the event of any litigation between the Customer or the domain owner and a third party, the Provider may on the basis of a court decision prevent the Customer from using the domain, making changes, prolonging the domain, etc. On the basis of a court decision the domain name may be cancelled or revoked by the Provider. The Customer bears in mind that the Provider is in such case forced to respect the ruling of the competent state authorities or directly the Registry.

IX. Related documents

39) The following documents are binding terms for registration of particular domains, whose registration, administration and other operations relating to the domains records they govern, and which also govern the contractual relations for particular domains and possibly also the rules of registration other TLDs that the Provider offers or their registration provides. By agreeing with the Provider's contractual terms, the Customer also agrees with the corresponding documents as listed below.

    a. for the .cz domain: CZ.NIC z.s.p.o. – main administrator ccTLD .cz

    b. for the .SK domain: SK.NIC, a.s. – main administrator ccTLD .sk

    c. for the .eu domain: EURid - main administrator TLD .eu

    d. for individual national domains (ccTLD): Terms and conditions of the corresponding national registry. The rules are available at the corresponding Registry's website or can be provided to the Customer by the Provider upon request.

    e. for domains not mentioned in paragraphs a), b), c) and d):

        TuCows (OpenSRS) - poskytovatel gTLD

        ICANN's Registrant Educational Materials

        ICANN's Registrants´ Benefits and Responsibilies

40) The Customer acknowledges that in case of TLDs managed by the abovementioned entities, the Provider represents a middleman and therefore cannot affect the terms, conditions and requirements of the registrars. The Customer bears in mind that if he wants to register this type of TLD, he is obliged to respect the specific and particular terms and conditions of the registrars.

41)

X. Final provisions

The Customer entering into a Contract with the Provider confirms that they are familiar with all the documents and contractual terms that apply to the particular TLDs and they agree with them. These Contractual Terms of domain names registration and administration become valid and effective on 01. 07. 2024.

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