General Terms and Conditions of Registration and Administration of Domain Names

The Parties agree with the General Terms and Conditions of Registration and Administration of Domain Names. By ordering services through the Internet, in person, by telephone or in writing, the customer confirms, as well as Webglobe, s.r.o., its obligation to comply with the below-specified terms and conditions as if the these General Terms and Conditions were printed and signed in the form of the Contract.

Art. I.
Definitions

1. For the purposes of the General Terms and Conditions of Registration and Administration of Domain Names, the terms herein shall have the following meaning:

   "Registrar" Webglobe, s.r.o., with its registered office in Prague 3, Vinohradská 190, Id. No.: 26159708, Tax Id. No.: CZ26159708, e-mail: info@domena.cz, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 75587.

   "customer" individual or legal entity to which Webglobe, s.r.o., with its registered office in Prague 3, Vinohradská 190, Id. No.: 26159708, Tax Id. No.: CZ26159708, e-mail: info@domena.cz, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 75587, provides services upon ordering the domain name registration and administration services made via the Internet or in writing.

   "domain name" (hereinafter also the "domain") Domain name means second-level domain consisting of combination of permitted characters according to the rules of individual TLD administrators. Each domain name is unique.

   "TLD" Top-level domains.

   "General Terms and Conditions" General Terms and Conditions of Registration and Administration of Domain Names by Webglobe, s.r.o., with its registered office in Prague 3, Vinohradská 190, Id. No.: 26159708, Tax Id. No.: CZ26159708, e-mail: info@domena.cz, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 75587.

   "Contract" Contract on providing the services of registration and administration of domain names concluded between the Registrar on the one part and the customer on the other part.

   "Credit Service" (hereinafter also the "credit") a service provided to the customer allowing the customer to send funds to the Registrar in advance, into the Registrar's bank account, under the variable symbol specified at www.domena.cz under the customer account - section Payments and Invoices - Top Up Credit, or the customer's funds

accounted as credit by the Registrar according to these Terms and Conditions which the customer may use to pay for the ordered services according to the respective payment request. Any payment made by the customer in the framework of the Credit Service or accounted for as credit according to these Terms and Conditions is, with a few exceptions, non refundable regardless of duration of the individual Contract. The amount of credit is always specified exclusive of VAT in the customer's customer account in section Payments and Invoices at www.domena.cz.

Art. II.
Subject of the Contract

1. Upon the concluded Contract, i.e. by ordering the service of registration and administration of domain names by the customer via the Internet, in person, by telephone or in writing, the Registrar agrees to provide the customer with a service consisting in providing for registration and administration of the domain name, in each case for a period of at least one year.

2. By ordering the services of registration and administration of domain names via the Internet, the customer agrees to comply with the General Terms and Conditions and agrees to pay the agreed price for the services provided by the Registrar and to provide the Registrar with necessary assistance.

3. For the purposes of domain name registration, the customer is obliged to provide the Registrar with full, accurate and true information and is responsible for the completeness, accuracy and correctness of all information specified in communications with the Registrar, as well as for the completeness, accuracy and correctness of documents submitted together with application for registration. For the purposes of identification of the customer or of the target computer, respectively, the Registrar will record the IP address of the customer - applicant for domain registration. The customer is obliged to compensate the Registrar for damage incurred by the Registrar as a result of breach of the said obligations of the customer, including compensation of damage claimed from the Registrar by the CZ.NIC association or by the respective TLD administrators or registrar as a result of failure to provide correct, complete or accurate information in the framework of domain registration.

4. The Registrar agrees to commence the domain name registration for the customer immediately after the receipt of an on-line application for registration together with receipt of a duly identified payment – price of the service (unless the registration service is paid from the credit deposited with the Registrar according to the customer's instruction) and after verification of the customer's identity (or after receipt of documents according to Art. III of these General Terms and Conditions) or after other conditions required by other TLD administrators and registrars have been met. Domain name registration will take place in accordance with the current "Rules of Domain Name Registration Under ccTLD .cz" or in accordance with the current rules for domain registration as part of another top-level domain (TLD) which the customer hereby agrees with and acknowledges that the Registrar cannot affect the duration of the registration process because it is completely controlled by the particular TLD administrator or registrar.

5. The Registrar is not liable to the customer for damage incurred by the customer as a result of the fact that multiple applications for registration of the same or similar domain have been lodged with different registrars within the same or similar period of time and one of the registrars registered the domain for some other person earlier than the Registrar did for the customer according to these General Terms and Conditions.

6. The Registrar is not liable for any violation of rights to trademarks, business name, some other domain name or other marks protected by the generally binding legal regulations, including rights to specific name or surname of an individual or for violation by the customer of other rights protected by the generally binding legal regulations as a result of registration or use of the domain name. If the Registrar, of its own accord, finds out that any of the above rights was or may be violated or if the Registrar is alerted of such violation by a third party while being simultaneously requested to remedy the illegal state of affairs, the Registrar is entitled to cancel the domain name registration immediately or to immediately take some other suitable measure at its own discretion without any financial or other claim by the customer or holder against the Registrar which, in this sense, is entitled to dispose of the domain without the customer's or holder's instruction.

7. The customer which concludes the Contract with the Registrar and is not the holder of the domain further represents that it is entitled to act on behalf of the holder (owner) of the domain. In such case, the obligations following from the Contract and from the rules of the respective TLD administrators and registrars shall also pass to the domain holder. In case of doubt, the Registrar may request confirmation by such domain holder.

Art. III.
Customer Identification and Protection of Personal Data

1. Verification of identity of the customer according to Art. II of these General Terms and Conditions means activity of the computer system of the Registrar or its operator which eliminates entities that are clearly non-existent, fictitious, incorrectly designated, impersonating another or lodged in error or in joke. In case of justified doubts regarding the entity's existence or authorisation, the registration will take place after the verification of the customer's identity and after the customer or the contact person of the customer - individual, if different from the customer, and the contact persons of legal entities demonstrate their identity, in a credible manner, to the Registrar who will make a record thereof.

2. The protection of personal data is governed by the applicable legal regulations, in particular by Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the "Regulation"). The definitions of terms related to personal data protection such as "Personal Data", "Personal Data Controller", "Processor", etc. are based on these legal regulations.

3. When handling personal data controlled by it, the Registrar follows the Principles of Personal Data Protection published at www.domena.cz.

4. For the performance hereof according to Art. II, the Registrar is the Personal Data Controller with

respect to the Personal Data that the customer entered in the Registrar's system, in particular in the customer's account, as its identification details and as details specified in the contact address list used for domain registration and administration. Upon the customer's instruction, the Registrar may obtain the Personal Data specified with the domains from TLD administrators and work with them further in the customer's contact address list.

5. Upon the customer's instruction, the Registrar shall provide the personal data to TLD administrator or other registrar in accordance with the performance hereof. Here, the Registrar is merely a intermediary for providing these Personal Data upon the customer's instruction. By giving the instruction, the customer agrees with the terms and conditions of TLD administrators and registrars and with their principles of protection of Personal Data and the Registrar shall record such customer's instruction and consent according to the instructions of TLD administrators and registrars.

6. TLD administrators act as independent Personal Data Controllers. To exercise its rights following from the Regulation with respect to its domains kept in individual TLD registers, the customer deals directly with TLD administrators as Personal Data Controllers of the individual TLD registers. The Registrar may be authorised by the individual TLD administrators to exercise part of these rights for the customer, in particular as regards the correction of Personal Data specified with the domains in TLD registers.

Art. IV.
Price and Payment Terms

1. The Parties have agreed that the prices of services provided by the Registrar according to the Contract and the payment terms shall be governed by the Registrar's current price list which is available at http://www.domena.cz or http://www.domena.cz and at the Registrar's registered office. The customer expressly represents that it got acquainted with the current prices and payment terms. The customer agrees that the prices and payment terms may be unilaterally changed by the Registrar, among other things, as a result of changes in policies stipulated by the CZ.NIC association and the respective TLD administrators and registrars. In the implementation of such a change, the Registrar shall proceed according to Art. VI. (3) of these General Terms and Conditions.

2. The customer acknowledges that the request for payment of the price of services for the next period is sent to the customer's e-mail address specified as of the date of its dispatch in the parameters of the customer's account in the DOMENA.CZ system. The Registrar is not liable for delivery of the e-mail. If the price of the service for the next time period is not paid within the set deadline, the Contract and registration of the domain name shall automatically expire.

3. In case of international payment, the customer is obliged to pay any and all charges associated with international payments.

4. The customer is entitled to send funds for credit to the Registrar. After the Registrar's account is

credited with any amount of credit, the Registrar will levy VAT on such amount as stipulated by Section 21 (1) of Act No. 235/2004 Sb., on value added tax, as amended. It is possible to check the summary of movements of the customer's funds on the credit at www.domena.cz, in the customer's account - section Payments and Invoices. The Parties further agreed that the specific amount of credit sent by the customer into the Registrar's account or accounted for the credit according to paragraphs 6 and 7 of this Article is, regardless of duration of the individual Contract and with the exception specified below, non refundable, may be fully used by the customer and is valid for 18 months from the date of crediting the Registrar's account with the credit amount. If the credit amount is not fully used by the customer within the specified deadline, it will be forfeited, i.e. it will be erased in the customer's account and not returned to the customer. The Registrar will pay no compensation to the customer for such unused credit amount.

The customer's credit amounts which are in the Registrar's account as of the effective date of these General Terms and Conditions, i.e. as of 1 June 2013, may be used within 18 months of the effective date of these General Terms and Conditions regardless of duration of the individual Contract; any amounts not used by the customer within such deadline will be forfeited, will not be refunded to the customer, such amounts will be erased in the customer's account and the Registrar will pay no compensation to the customer for the unused credit amount.

5. The Parties have agreed that, according to the customer's instruction, the price of the services may be paid in the customer account at www.domena.cz, section Payments and Invoices - Payment Requests, from the credit.

6. In its customer account at www.domena.cz, the customer may select the option "pair incorrectly sent payments against credit" in which case any duplicate payments, payments made under incorrect variable symbol, overpayments made according to a payment request or paid amounts which are lower than the amounts of the request payments will be accounted by the Registrar against such customer account's credit.

7. The Parties have further agreed that payments made by the customer for services that were not provided by the Registrar for reasons on the part of the customer or for other objective reasons (e.g. domain is already registered for another entity) will be automatically accounted for as credit of the respective customer account.

8. The customer is entitled within (1) one month (i) of the date of crediting the amount of overpayment paid by the customer upon the Registrar's payment request as credit, and, furthermore, (ii) of the date of crediting the amount of payment made for an unrealized service according to the previous paragraph of these General Terms and Conditions as credit, to request refund of the relevant amount and issuance of a credit note by delivering an e-mail to the following e-mail address: fakturace@ignum.cz. Otherwise, the customer is not entitled to claim refund of such amount.

Art. V.
Miscellaneous

1. The Registrar is entitled to suspend provision of the services if the customer materially breaches these General Terms and Conditions, in particular if the customer is in delay with any payment under the Contract exceeding 30 days. If the customer fails to pay for the ordered registration service not later than within 14 days of the due date specified in the payment request, the Contract shall automatically expire.

2. The customer is entitled to change the domain name registrar during the term of the Contract if the customer meets the conditions specified in the Rules of Domain Name Registration Under ccTLD .cz or in the rules for domain registration as part of another top-level domain (TLD). The change in the registrar will not affect the Registrar's claim for payments of any and all outstanding amounts for already ordered and possibly yet unpaid services.

3. The customer acknowledges that the rules for domain registration, extension, administration and possession vary for individual TLDs where the basic points of the current rules of an individual TLD are specified at http://www.domena.cz/domain/info.html.

Art. VI.
Dispute Resolution

1. Any disputes shall be resolved by the competent common courts of the Czech Republic.

2. Before initiation of any dispute before the common court, the customer who is a consumer is entitled, in conformity with Act No. 634/1992 Sb., on the protection of consumers, to initiate out-of-court resolution of its dispute which could not be resolved directly. The Czech Trade Inspectorate (www.coi.cz) is the authority having subject-matter jurisdiction for out-of court resolution of consumer disputes with the Seller.

3. The customer is entitled, in accordance with Regulation (EU) No. 524/2013, to initiate out-of-court resolution of a consumer dispute also on-line through the ODR platform for on-line dispute resolution available at website http://ec.europa.eu/consumers/odr/

4. Before proceeding with dispute resolution in any of the above-specified manner, we recommend contacting first Ignum s.r.o. at e-mail address reklamace@ignum.cz or by telephone at +420.603 111 111.

Art. VII.
Final Provisions

1. The customer acknowledges and agrees that regarding other aspects the content of the Contract is defined by the current Rules of Domain Name Registration Under ccTLD .cz and ENUM issued by special interest association CZ.NIC, Id. No.: 67985726, which the customer got acquainted with at https://www.domena.cz/terms-and-conditions or by the rules for domain registration as part of another top-level domain (TLD) issued by TLD administrators and registrars. The customer also acknowledges that possible disputes regarding domain names under national domain ccTLD .cz between the customer and a third party that challenges the domain name or its registration will be resolved in accordance with the Rules for Alternative Settlement of Disputes issued by special-interest association CZ.NIC, Id. No.: 67985726, which the customer got acquainted with at http://pravidla.domena.cz.

2. The Contract between the Registrar and the customer is concluded for an indefinite term. In case of serious breach of the Contract by either Party, the other Party is entitled to terminate the Contract with immediate effect as of the date of delivery of the notice to the other Party.

3. The Registrar may change the General Terms and Conditions provided that it notifies the customer of such change before it becomes effective. The obligation to notify the change is fulfilled upon publishing the new wording of the General Terms and Conditions at www.domena.cz available to all customers. If, after the announcement of the change, the customer does not terminate the Contract within ten (10) days, the customer is deemed to have accepted the change in the General Terms and Conditions on the date of effect of the relevant change. Any change in the General Terms and Conditions comes into effect in each case upon expiry of the seventh day of the modification or on a set later date where the new wording of the General Terms and Conditions is available at http://www.domena.cz

4. A Party that breaches its obligation following from the Contract or from the generally binding legal regulations shall be obliged to compensate any damage caused thereby to the other Party, unless it proves that the breach was caused by circumstances excluding liability.

5. If any provision of the Contract or these General Terms and Conditions becomes invalid, ineffective or unenforceable, this will in no way affect the validity of the Contract or the General Terms and Conditions as a whole. The Parties will stipulate a new provision that will replace the existing provision and that as much as possible corresponds to the original purpose.

6. The Parties have agreed that the Contract is concluded as an innominate contract pursuant to Section 1746 et seq. of Act No. 89/2012 Sb., the Civil Code, as amended.

These General Terms and Conditions shall enter into force and effect on 28 January 2021.

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