

# GENERAL TERMS AND CONDITIONS OF GRANSY s.r.o.

## 1. Introductory Provisions

By this procedure being in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code as amended, the company Gransy s.r.o. hereby issues these General Terms and Conditions (hereinafter referred to as "GTCs").

## 2. Contractual Parties

- 2.1. Gransy s.r.o., with its registered office at Bořivojova 35, Prague 3, 13000, Czech Republic, Commercial Reg. No. 28087755, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 148737 (hereinafter also referred to as the "Provider")

Details of the bank account in the Czech Republic: FIO - 2800369008 / 2010

Mailing address:

Gransy s.r.o., Bořivojova 35, Prague 3, 13000, Czech Republic

E-mail: The e-mail addresses are provided on the Provider's web portals

- 2.2. Customer who is a natural or legal person whom Gransy s.r.o. provides Services based on a contract concluded in accordance with these GTCs (hereinafter also referred to as the "Customer")

## 3. Definitions

- 3.1. **Price List:** prices of services provided by the Provider and payment terms are governed by a current price list, which is available on the Provider's website.
- 3.2. **Service Utilization:** the moment when the service is activated or the domain is registered.
- 3.3. **Time of Service Utilization:** is the time from the beginning to the termination of the service provision to the Customer by the Provider.
- 3.4. **Billing Period:** the period for which the service was ordered and for which the request for funds / invoice was paid..
- 3.5. **Order:** is an order of service filed on Gransy's web portals.
- 3.6. **Civil Code:** is the Act No. 89/2012 Coll., as amended and as amended by implementing provisions; or any other act substituting it.



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- 3.7. **Service** shall mean the service provided by the Provider to the Customer under a Contract concluded between the Provider and the Customer in accordance with the GTCs.
- 3.8. **Initiation of Service Utilization:** is the moment when the Customer started or could start using the Service or when the Service was available under the GTCs and/or the Contract.
- 3.9. **Domain Registration:** (Registration Service, Registration): is the Service performed by the Provider aimed at registration and maintenance of internet domain names (domains) of the 2<sup>nd</sup> or 3<sup>rd</sup> level under the TLD (Top Level Domains) registers.
- 3.10. **TLD:** (Top Level Domain) is an internet domain of the highest level amongst internet domains. Within the domain name, the top level domain is indicated at the end (for instance, in case of gransy.com, the top level domain is 'com').
- 3.11. **Server:** is a physical server, i.e. a computer system in the form of a hardware on which the internet services are operated (HTTP server, IMAP server, etc.) as specified in the Agreement.

#### 4. Obligations of the Customer

- 4.1. The Customer is obliged to get acquainted with these GTCs before the registration is completed; after successful registration, an account will be created for the Customer, under which the Customer shall utilize the services provided on the website.
- 4.2. By completing the registration, the Customer confirms and declares that he/she has got acquainted with the content of the Registrar's General Terms and Conditions and that he/she agrees therewith without any reservations.
- 4.3. Domain registration is governed by the rules complying with the applicable rules for domain registration within the scope of the top level domain (TLD).
- 4.4. The Customer acknowledges that the duration of the registration process cannot be affected by the Provider because the particular TLD administrator is completely in control thereof.
- 4.5. When using a local contact, the domain registration is also governed by a contract of mandate for the domain registration or other contracts of the contact-granting party.
- 4.6. The Customer is obliged to use the Provider's Services in such a way that they do not infringe the rights of third parties and are in accordance with laws and regulations binding on the territory of the Czech Republic, with good morals, fair trade principles, customs and court decisions or legal customs of the given linguistic territory.

#### 5. Customer Account and Registration

- 5.1. Based on the Customer's registration on the Website, the Customer may use the services provided by the Provider (hereinafter also referred to as the "Account"). The registration is



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made through the registration form accessible on the Gransy website; after successful registration, the Provider will establish an Account for the Customer through which the Customer is entitled to utilize the Provider's services.

- 5.2. The Customer is obliged to state correctly and truthfully all data when registering on the web portals operated by the Provider. The user account details shall be updated by the user upon the change thereof, thus immediately and without undue delay. The Provider shall consider the data provided by the user in the user account correct and complete.
- 5.3. If the Customer states incorrect or incomplete data, the Provider shall be entitled to cancel the Customer Account at any time without refund. Cancellation of the Account is without prejudice to the claims of the Provider arising from these GBCs or statutory regulations.
- 5.4. Access to the Account is protected by username and password. The Customer is obliged to maintain confidentiality regarding the information needed for the access to his/her Account and acknowledges that the Provider shall not be responsible for any consequences of a breach of this obligation by the Customer. The user is not authorized to permit the use of the user account to third parties, except for the user's employees and persons acting on behalf of the Customer. The Customer is obliged to notify the Provider about any unauthorized handling of the Customer Account by a third party as soon as he/she becomes aware thereof.
- 5.5. Any change of the data maintained by the Provider on the Customer's profile shall always be performed after such change has been proved by the Customer as rightful and justified, e.g. based on an updated excerpt from the Commercial Register or Trade Register. An Account is always maintained for a single natural or legal person. The Provider shall only record a transfer of a Customer Account if the Customer demonstrates by legally relevant evidence transfer of the title (e.g. by an Agreement on Transfer of Undertaking). In the case of frequent or suspicious transfers of Accounts, the Provider shall be entitled to cancel the Customer Account without refund.
- 5.6. The Provider may cancel the Customer Account, in particular in the event that the Customer does not use his/her Account for more than 6 (six) months (i.e. nobody has logged to the Account in course of such time period) or if the user has violated his/her obligations under the Service Agreement and/or these GTCs and in other cases set forth herein.
- 5.7. The Customer may cancel his/her Account with the Provider in case that he/she has depleted the entire credit balance on the Account and that there are no domains or other services maintained on the Account as of the date of filing the Account cancellation request or, if the Customer has transferred all domains maintained on the Account to another Registrar.
- 5.8. The Customer has right to draw a credit balance on the Customer Account either through utilization of the Provider's services or the credit balance shall be repaid thereto based on a credit note that the Customer has generated on his/her Account for an administration charge of CZK 100. The Customer shall send the signed credit note to the Provider's address. The



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Provider shall send the funds, after deduction of the administrative charge, to the Client's bank account within 30 days from the date of receipt of the duly completed and signed credit note. If the Customer indicates a foreign bank account, i.e. with a bank or a branch based outside the territory of the Czech Republic, the administrative charge for cancellation of the Account and for administration associated therewith shall amount at CZK 500. The Customer acknowledges that any amount of the balances on the Customer Account less than CZK 200 inclusive, may be set off by the Provider to cover the costs associated with cancellation of the Account. A credit balance of CZK 200 or less shall not be returned to the Customer.

- 5.9. In no case, the Customer may use the Account for any infringement, and conduct contrary to good manners or to the Web general rules, or for any act adversely affecting the Provider. In particular, the Customer may in no case misuse the Account for unauthorized attacks or intrusions into the third-parties' systems, warez, phishing, pharming, spoofing, virus spreading, malware, etc. The Customer shall neither take any action aimed at abusing of the Provider's system, misusing of the payment system or circumventing the system for unauthorized or fake payments. In case the Customer violates this obligation, the Provider shall be entitled to cancel his/her Account with immediate effect.
- 5.10. If the Customer Account is canceled by the Provider, the Customer will be asked to transfer all the domains managed under his/her Account to another Provider within 30 (thirty) days from the date of receipt of the call thereto. If the Customer does not do so, the domains maintained on the Customer Account will be no more managed after this time limit, it will not be possible to extend their registration and the Customer's access to the Account and the domains will be blocked.
- 5.11. The Customer acknowledges that the Account needs not be available continuously, especially with regard to the necessary maintenance of the Provider's and/or third parties' hardware and software equipment.
- 5.12. The Customer is obliged to properly identify all and any payments made. Incoming unidentifiable payments to the Provider's bank account of less than CZK 100 will not be refunded.
- 5.13. The minimum amount of money that the Customer may deposit into the Account maintained by the Provider is CZK 100.

## 6. Domains Registration and Administration

- 6.1. The Provider will register the selected domain after receiving a duly completed order made through the form on the Provider's web site and, at the same time, upon repayment of the online order according to the Provider's Price List. The Provider will start processing the



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Customer's order within 10 minutes after its receipt and, at the same time, after the repayment has been made according to the Provider's Price List.

- 6.2. The Provider does not guarantee successful registration: domain registration is governed by the rule of priority and if the specific domain is already registered in favor of a third party at the time of submitting the registration request, the order will be rejected as unacceptable and the Customer will be refunded in form of a credit to his/her Account.
- 6.3. The Customer is obliged to provide the Provider with necessary cooperation for registration of the domain, in particular he/she is obliged to provide the Provider with the documents needed for successful registration in the form requested by the Provider. If the Customer does not provide the necessary cooperation, the domain will not be registered and the Provider will refund the repaid price to the Customer in the form of a credit to the Customer Account after deducting the lump sum costs of CZK 100.
- 6.4. The Customer is informed about the status of the registration in the form of notification messages. In the event of an error message (i.e., in particular, the notification of an erroneous order, of an unaccepted order, of a non-performed registration, of an error or of the order rejection, etc.), the Customer is obliged to contact the Provider's technical support without delay. The Provider strongly recommends that the Customer does not cancel the option of sending notifications. If the Customer fails to carry out the erroneous order through the technical support, then the amount paid will be refunded thereto in accordance with the Price List and in the form of a credit credited to the Customer Account.
- 6.5. The Customer is obliged to place an order for renewal of the domain registration and, at the same time, repay the price thereof according to the Price List at least 14 days before the expiration of the deadline for a proper renewal of the domain registration. An order made after this deadline will be accepted, however, the Provider does not guarantee the renewal of such domain registration. In the event of an error message (i.e., the notification of an erroneous order, of an unaccepted order, of a non-performed registration, of an error or of the order rejection, etc.), the Customer is obliged to contact the Provider's technical support without delay. The Provider strongly recommends that the Customer does not cancel the option of sending notifications.
- 6.6. The Provider shall not be liable to the Customer for any damage resulting from the fact that more than one application was made in the same or a similar time period for the registration of the same or similarly sounding domain with other registrars, and that one of such registrars performed the registration for another person earlier than the Provider. If, as a result of this, the order for the domain registration becomes impossible, then the amount paid will be refunded by the Provider to the Customer in accordance with the Price List and in the form of a credit credited to the Customer Account.
- 6.7. The Customer is obliged to state only formally correct, complete, accurate and truthful data in the order and is obliged to provide the Provider with the complete, correct and valid



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documents necessary for the domain registration. The Customer is responsible for the correctness and completeness, accuracy and validity of the data and documents submitted. If the Customer fails to submit to the Provider all the necessary data and documents or if the data or documents are proved to be incorrect, false or incomplete, the registration will not be performed until the relevant defects have been remedied by the Customer.

- 6.8. The Provider will record the Customer's IP address and accesses to the Provider's web portals for the purposes of customer identification. The Customer shall be obliged to compensate the Provider for any damage that may result from the failure to provide correct, complete, accurate, and true data for the purpose of the domain registration. In the event of any deficiencies in the provided data or errors in the registration process, the Provider will contact the Customer by e-mail without delay.
- 6.9. As far as the domains are concerned, the Provider shall not be responsible for any outages of whois and similar databases used for verification of the domains availability.
- 6.10. The Provider shall not check or verify the Customer's registration orders in relation to the registered domain name, nor does the Provider assume any legal responsibility therefor. All and any prospective legal consequences of registration of the domains that are in conflict with a third party's trademark or other right, or are in conflict with another right on protection of a third party's designation, shall be borne by the Customer. Domain administrators of some countries and territories may require the Customer to submit documents confirming the eligibility of the registration request for the specific domain name. In this case, the Customer will be prompted to submit such documents upon filing the relevant request or during the registration process, and the registration will not be completed until these documents have been properly submitted. In the case that a third party notifies the Provider that the domain registration has violated any of its above mentioned rights, the Provider shall be entitled to suspend or cancel the registration, or to take any other appropriate action at their discretion, without incurring to the Customer any financial or other claim against the Provider, who is to that effect entitled to dispose of the domain without any Customer's instruction. The Provider shall notify the Customer about such action.
- 6.11. Within the scope of the price optimization and in order to minimize increasing of prices, the Provider is entitled to deal with the Customer's domain at the domain administrators without the Customer's consent, provided that the data concerning the domain holder and/or DNS Server settings are not changed. Should the Customer insist on reestablishing of the original setting, he/she is obliged to contact the Provider's technical support and to arrange individually the price for the particular domain.
- 6.12. Customers utilizing the Provider's services pursuant to these GTCs and not being at the same time domain holders hereby declare that they are entitled to act on behalf of the relevant domain holder. In that case, such Customers are obliged to acquaint their domain holders with these GTCs. The domain holders are obliged to comply analogically with the obligations set



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forth in these GTCs and the Customers are obliged to ensure consent of the domain holders with these GTCs.

- 6.13. The Provider shall bear no responsibility for the domain expiration if the Customer does not send thereto, duly and timely, an order for renewal of the domain registration and if the Customer does not repay in due time the relevant charge according to the Registrar's Price List. In the event of a delayed order or late repayment of the renewal charge, the domain will expire on its expiration date, unless agreed otherwise. An emergency domain renewal after the expiration date is only possible with some TLD administrators and is charged with higher price according to the applicable Price List. The specific price of such emergency renewal shall be notified to the Customer upon his/her contacting of the technical support. The Provider cannot guarantee the emergency renewal of the domain registration after its expiration date.
- 6.14. In case of violation of the terms of the contract of mandate, the Provider shall have the right to withdraw from the provision of the local contact or to cancel the domain name entirely, thus without any compensation. The Customer shall be liable for any legal, financial and other damage incurred, and the registrar shall be entitled to claim from the customer full compensation of the costs.

## **7. Payment for the Provided Services**

- 7.1. The prices of the services provided by the Provider and the payment terms are governed by the Current Price list, which is available on the Provider's website.
- 7.2. The form of payment available for the repayment of the provided services shall be compliant with the current terms indicated on the Provider's website. The payments for services may be carried out either directly from the credit on the Customer's Account, or transferred following a call for payment generated by the Provider for each particular case. Reimbursement based on such call for payment is possible by cashless transfer to the Provider's bank account. The payment methods are listed on the Provider's website.
- 7.3. The Customer acknowledges and agrees to be the sole one to be liable for timely payments to the Provider, in the correct amount, with the correct variable symbol and to the correct bank account.
- 7.4. All and any charges associated with the payment execution shall be paid by the Customer, not the Provider. This goes in particular for the bank charges for outgoing transactions or international transactions.
- 7.5. A payment is considered executed if it is credited to the correct Provider's bank account on the due date, under the correct variable symbol and in the correct amount (after deduction of



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all bank charges). If the payment does not meet these conditions, the Provider reserves the right not to initiate provision of the Service, or to restrict, suspend or terminate its provision.

- 7.6. Repayment of an online order is possible from the credit deposited with the Provider on the Customer's Account. This form of payment from the Customer's credit is executed immediately, as soon as the system registers the Customer's instruction to transfer the payment from the Customer's account in the form of the credit. A credit can be purchased through any of the payment methods indicated on the Provider's website. Upon execution of a payment for an increase of the Customer's credit Account, the Provider will issue an invoice-tax document to the Customer. The order of the Service is submitted for settlement after the Customer's instruction to pay for the Service from the Customer's credit has been registered by the Provider's system. This form of payment for the services provided by the Provider represents the fastest way of payment for services.
- 7.7. The Customer can also use the option of monthly invoice billing through his/her account by depositing an amount of CZK 5,000 in his/her credit Account. In such case the Customer shall receive a final account for the services on a single tax receipt once a month. In case of this option, the Customer's orders are processed immediately. Processing of the order is nevertheless subject to a sufficient balance on the Customer Account.
- 7.8. The Customer is required to maintain a positive credit balance on his credit Account. Any negative balance shall be settled by the Customer no later than 5 (five) business days. Upon expiration of this period, the negative credit balance will be considered an unpaid receivable and the Provider shall be entitled to charge the Customer with an interest of **0.05%** of the amount due for each day of the delay. After expiration of the period stipulated in this paragraph, the Provider shall also be entitled to block at any time the Customer Account and to terminate provision of the services to the Customer until the Customer's credit Account is settled and the pending amount due is repaid including the interest on late payment pursuant to the previous sentence.
- 7.9. If the Customer does not have a sufficient positive credit balance on his/her account, he/she may make the payment in an alternative manner, such as money transfer to the Provider's Account, according to the current payment methods published on the Provider's website. The Customer's order will be handled after the payment for the services has been executed, or the payment based on the call for payment generated by the Provider has been credited to the Registrar's Account.
- 7.10. Repayment of the domain registration service according to the Price List does not give rise to any right on successful registration of the domain. A payment for unsuccessful registration will be refunded to the credit of the Customer Account, except for the top level domains where the payment for the domain registration cannot be refunded. The Customer shall be notified about these top level domains when he/she enters a request for the domain



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registration. The Customer shall not be informed by the Provider about the outcome of the registration process until this is completed. All communication shall be carried out via e-mail.

- 7.11. The Provider strongly advises not to discontinue the option of notification and shall not be liable for any damages that may arise to the Customer due to such discontinuation.

## 8. Hosting

8.1. The Operator provides Customers with hosting services through their own DNS Servers, thus for the domains that are managed by the Provider. The Provider provides these services to the Customers for free as part of the default setting. The Provider does not guarantee availability or continuity of this service and does not back up the data stored therein.

8.2. When using this service, the Customer shall not deliberately overload the Provider's servers, nor place harmful content on the Internet through the Provider's servers. In particular, the Customer must not through the Provider's servers:

- 8.2.1. place on the Internet, distribute or offer content that contradicts the legislation of the Czech Republic or international treaties binding for the Czech Republic, such as illegal pornography, racist material, dissemination of illegal software, etc., or is contrary to good manners or general Web rules;
- 8.2.2. run warez, gamez and crack servers, or place content of similar character;
- 8.2.3. run download servers;
- 8.2.4. run servers infringing copyright and third-party intellectual property rights;
- 8.2.5. run burdensome chat servers or burdensome database systems (using an inappropriate database or wrong data indexing, etc.);
- 8.2.6. run servers designed to spread viruses, spams, malware, designed for phishing, etc.;
- 8.2.7. run servers containing excessive amounts of audio and video files that are primarily designed for sharing or downloading of such content;
- 8.2.8. place on the Internet, distribute or offer content that damages the rights of the Registrar, its reputation and/or goodwill;
- 8.2.9. place on the Internet, distribute or offer content that interferes into or threatens security of the Internet.

8.3. In the event that a Customer violates any of the provisions of this Article of the GTCs, the Provider is entitled to terminate immediately provision of the services to this Customer and the Customer acknowledges that the information obtained will be passed on by the Provider to the law enforcement authorities if the findings indicate that an offense or crime has been



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committed. The Provider shall also have right to delete such defective content without compensation.

- 8.4. Customers may also utilize the services of Guaranteed Hosting where the Provider guarantees an average monthly availability and functionality of the Provider's servers of 99.5%. Data are backed up once in every 24 hours. This hosting is charged according to the current Provider's Price List placed on the Provider's website. The guaranteed availability does not include time needed for the maintenance, which shall not exceed 2 hours per month. Furthermore, the guaranteed availability shall not include the time where the Provider is not liable for an interruption of the provision of the Services to the Customer in accordance with these GTCs and/or the Contract due to the intervention of third parties or force majeure (in particular floods, fire, wind, war, earthquakes, etc.) or in case of a defect on the third-party's equipment (in particular an extensive and long-term failure of the power supply, telecommunication connection, etc.), if these circumstances could not be demonstrably prevented or were not caused by the negligence of the Provider and/or were caused by an unavoidable event not having an origin in the operation of the Service. If the extent of the guaranteed hosting is not reached in any calendar month, the Customer has right to use the hosting services free of charge for 1 (one) month, for which purpose the Customer shall contact the Provider's technical support no later than 1 month from the month when the guaranteed availability was not reached, otherwise this right ceases to exist.

## 9. Privacy and Personal Data Protection

- 9.1. Processing of personal data has been specified by the Provider in the document: Personal Data Processing Policy (hereinafter referred to as the "Policy", which is available on the Provider's website.

## 10. Other Arrangements

- 10.1. The Customer is not entitled to test or examine the Provider's security, nor break the Provider's technical protection devices. The Customer is also not authorized to use automated systems for downloading of the Provider's data and/or tracking of the Provider's web portals or those of other Provider's users. The Customer may not reproduce or misuse any processes designed for monitoring of the content of the Provider's web portals. The Customer may not attempt to sign up to a third party's Account without its consent, nor attempt to break security of User accounts. The Customer may not interfere with technical means into the Provider's web portal with the objective to overload it, flood it or deprive it of functionality.
- 10.2. The Provider is entitled to interrupt or temporarily suspend any service provided through the Provider's web portal. The Provider is in no way responsible to the Customer for



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any damage caused by temporary or permanent unavailability of the website or any of its applications.

- 10.3. The Customer is obliged to provide all the necessary data for registration of the domain and to provide the Provider with all necessary documents within 5 days from the date on which the Provider requested the delivery thereof, unless the time limit is stipulated otherwise by the Provider. If the Customer fails to submit the data or documents within the specified time limit, the registration will not be performed.
- 10.4. The Provider is entitled to refuse a Customer's order, in which case the Customer will be promptly informed thereof and will be refunded in the form of a credit credited to the Customer Account.
- 10.5. The provisions on a domain registration of these GTCs shall apply adequately to other services provided by the Provider too.
- 10.6. In cases where the domain is registered with the Provider's contact, the Provider is entitled to dispose of the domain without prior instruction by the Customer and the Customer explicitly authorizes the Provider to do so.
- 10.7. If the Customer breaches any provision of these GTCs, the Provider is entitled to terminate provision of the services in accordance with these GTCs with immediate effect and is also entitled to immediately block access to the Customer Account. The Customer will thus be denied the right to manage the domains registered or maintained through the Customer Account and will be obliged to transfer these domains to another Provider within 7 days. By failing to do so, the Customer will not be entitled to dispose of such domains of his/hers and will risk their expiration.
- 10.8. The Customer is obliged to report any system errors that could lead to the system misuse or unauthorized enrichment. The Customer is also forbidden to abuse such errors even if the error is verified for the sake of the Registrar.
- 10.9. Any breach of obligations under these GTCs by the Customer, give rise to the Provider's right on a contractual fine of CZK 5,000 for each such violation. Repayment of the contractual fine is without prejudice to the right of the Registrar on compensation of damages.
- 10.10. The Customer acknowledges that he has right to withdraw from the contract only prior to the commencement of its performance by the Registrar.
- 10.11. The Parties hereto expressly agree that their contractual relationship is governed by the Czech law, in particular by Section 1751 of Act No. 89/2012 Coll., The Civil Code, as amended. The provisions on consumer protection shall not be affected if the Customer enters into the legal relationship as a consumer.



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- 10.12. The parties hereby expressly agree that their mutual disputes shall be resolved (if the Customer is an entrepreneur) by a local court of jurisdiction based on the registered office of the Provider.
- 10.13. Derogated contractual arrangements take precedence over provisions of the General Terms and Conditions.
- 10.14. The Provider has right to modify or amend the wording of these General Terms and Conditions. This provision is without prejudice to the rights and obligations arisen in course of the applicability of the previous version of the General Terms and Conditions.

These GTCs become effective on May 25, 2018



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