

Registration Agreement

In order to complete the registration process you must read and agree to be bound by all terms and conditions herein.

TERMS AND CONDITIONS

1. Definitions

"You" and "your" refers to the individual or entity that wishes to register a domain name using the registration services provided by Gransy s.r.o. "We" and "us" refers to Gransy s.r.o. d/b/a subreg.cz, with domicile in Borivojova 35, Prague 3, 130 00, Czech Republic. "Agreement" refers to this Domain Name Registration Agreement. "Registry Operator" refers to the entity responsible for managing and operating the registry where the domain name is registered.

2. Enforceability of the Agreement

The Agreement shall not be effective until and if accepted by us. The registration of the domain name shall imply our acceptance of the Agreement. Upon acceptance of the Agreement its terms and conditions shall be binding for both parties.

3. Submission of the Agreement

We are an accredited registrar of Internet Corporation for Assigned Names and Numbers ("ICANN") under an agreement between ICANN and us ("ICANN Agreement"). You also acknowledge that we have also entered into agreements with the Registries Operator (the "Registry Operator Agreements") for Generic Top Level Domain Registrations under ICANN and Country Code Top Level Domain (ccTLDs) The registry rules and regulations for ccTLDs vary. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by those Registry Operators for their respective registries only, if applicable. Gransy s.r.o. may, in its sole discretion, elects to discontinue offering registrations or renewals of some or all ccTLDs, with a previous reasonable notice. Therefore, you acknowledge that we may modify the Agreement if necessary to comply with the ICANN Agreement or a Registry Operator Agreement, or in general with the ICANN policies or the Registry Operator Policies, that may be adopted from time to time.

4. Your Data

1) As part of the registration process you are required to provide us with the following information:

- a) your full name, postal address, e-mail address, voice telephone number, and fax number if available;
- b) the name of an authorized person for contact purposes in case of a registrant that is an organization, association or corporation;
- c) the IP addresses of the primary nameserver and secondary nameserver for the domain name;
- d) the corresponding names of those nameservers;
- e) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

In addition to the information you provide, we maintain records relating to any domain name application received by Gransy s.r.o. or Gransy s.r.o. members, as well as any domain name registered through, administered, or renewed by Gransy s.r.o. or Gransy s.r.o. members. We also maintain records relating to other Services that we provide to you. These records may include, but are not limited to:

- f) the name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact ("your Data"); and to update it, keep it current, accurate and complete at all times.
- g) The original creation date of a domain name registration, renewal, or request for Services;
- h) The submission date and time of a registration or renewal application, or request for Services to us and by us to the proper registry;
- i) Communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us;
- j) The expiration date of a domain name registration; and
- k) Information regarding all other activity between you and us regarding your use of the services.

Without prejudice to the above, Gransy s.r.o. may request other relevant data that may be kept by Gransy s.r.o. in order to facilitate the commercial relationship with you. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such registration, maintenance, or renewal are complete and accurate, and your contact information will be kept current; (b) the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not use the domain name in violation of any applicable laws or regulations or Registry Operator's rules or policies. You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights. 2) You agree to respond within fifteen (15) calendar days to inquiries from us concerning the accuracy of your Data.

1. You acknowledge that your Data will be:
 1. transmitted to the Registry Operator for registry use
 2. publicly available through the Whois Database Service, by itself or through any research engine developed by the Registry Operator for the consultation of such a data base
 3. made available to ICANN for inspection
 4. included and kept in our databases for the provision of registration services
 5. included and kept in our databases for the maintenance and development of the commercial relationship.

3) Your Data will be held and processed by us, ICANN and the corresponding Registry Operator, for the purposes indicated above. By accepting this Agreement, you consent to the use of your Data as described above, and to the transfer of data to the abovementioned recipients. 4) Furthermore, subject to the policies implemented by ICANN, we may need to provide third-party bulk access to your Data for commercial purposes. Prior to providing third party bulk access to your Data we will obtain an agreement in writing from such party by which it commits not to use your Data for mass, unsolicited, commercial advertising purposes (spam). 5) With respect to third party individuals

personal data that you provide us with, you guarantee that you have informed to such third party individuals of the intended uses and recipients of their personal data and have obtained of such third party individuals the corresponding consent. 6) You may request us a copy of your Data in our possession to review, modify or update it. 7) We will not process your Data in a manner incompatible with the purposes and uses mentioned above. We will take reasonable precautions to protect your Data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

5. Service Terms, Renewal and Redemption

You acknowledge that you assume all risk and all consequences if you wait until close to or after the end of the term for which the domain name is registered to attempt to renew such domain name. If the domain name is not successfully renewed prior to the expiration of its then current term, all your rights to such domain name will terminate, and we will have no obligation to allow you to renew the domain name once its expiration date has passed, even if a registry operator or third party service provider provides a grace period to Gransy s.r.o. upon expiration or termination of the registration term of such domain name, unless the then current ICANN policy on expired domain deletion establishes different provisions, in which case, said provisions would prevail. You acknowledge that post expiration registration or redemption processes implemented on your behalf are subject to our then current fees. Specifically, with respect to domain names, you acknowledge and agree that:

i) at the conclusion of the registration period, Gransy s.r.o. will send you 1 notices to allow you to register again the SLD, against the payment of the then current fees. If you fail to register again the SLD within the term indicated in each of those notices which shall, in any event, not exceed 45 days from the conclusion of the registration period, then Gransy s.r.o. will delete the domain name. ii) Gransy s.r.o. may, upon expiration or termination and before the conclusion of the grace period indicated above, elect, at its sole discretion, to:

- (i) put the domain name on hold or
- (ii) to disable the DNS so that the domain name no longer resolves on the Internet, or to direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other page that may include promotions and advertisements, Gransy s.r.o. product and service offerings, third-party Web sites, third-party product and service, and/or Internet search engines. Additionally, you agree that we may modify the information in the WHOIS record for the expired domain name registration.

You are solely responsible for ensuring the domain name is renewed. Gransy s.r.o. SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE DOMAIN NAME AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE DOMAIN NAME. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

6. Policies of use

You agree that the domain name shall be in accordance with the syntaxis norms established by ICANN, and shall not consist of any of the reserved names established by the Registry Operator. Said norms and policies can be found at the web page of ICANN www.icann.org. You acknowledge that a domain name registered against the syntaxis norms or the reserved names may be cancelled. We will not be liable in any case for such cancellation.

7. Licenses of the Domain Name and Agents

You will remain responsible for all obligations under this Agreement even if you license use of the domain name to a third party. You accept liability for any harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm. You agree that if this Agreement is completed by anyone on your behalf, acting as your agent, you are nonetheless bound as a principal by all terms and conditions provided herein, including the Dispute Policy.

8. Breach of the Agreement

You acknowledge that wilfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement and be a basis for its cancellation. Furthermore, you acknowledge that failure to respond for over fifteen calendar days to our inquiries concerning the accuracy of contact details associated by the domain name registration will constitute a material breach of this Agreement and be a basis for its cancellation.

9. Domain Name Dispute Policy

You agree to be bound by our current Domain Name Dispute Policy ("Dispute Policy") and the Dispute Policy procedures. The Dispute Policy and the Dispute Policy procedures are incorporated in this Agreement by reference, and can be found at <https://subreg.cz/cz/login/domain-dispute/>. You agree that we, at our sole discretion, may modify the Dispute Policy at any time. You agree that maintaining the registration of a domain name after modifications to the Dispute Policy become effective constitutes your continued acceptance of said modifications. If you do not agree to such a modification, you may request that your domain name be deleted. Any disputes regarding to registration or use of your domain name will be subject to the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name is challenged by a third party. In this sense, you expressly submit to the jurisdiction of i) the courts of our registered domicile, ii) the courts of your domicile as indicated in our Whois database at the time of submission of the claim iii) and to the courts of the domicile of Gransy s.r.o., being its registered domicile Prague, Czech Republic. You also agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy.

10. Cancellation, suspension of the Domain Name

You acknowledge that

- (i) if you willfully provide inaccurate or unreliable information or willfully fail to update information promptly and
- (ii) if you fail to follow the policies of use established by the ICANN and the Registry Operator, will constitute a material breach of this agreement and that it will entitle us to cause the cancellation of your registration. You understand and accept that your domain name registration may be cancelled, suspended or transferred pursuant to any ICANN adopted specification or policy or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification

- (i) to correct mistakes by us or the Registry Operator in registering the name, including but not limited to, the cancellation, within forty five (45) days from registration, of your domain name when its registration has taken place as a result of a previous erroneous cancellation; or
- (ii) for the resolution of disputes concerning the domain name. You understand and accept that the Registry Operator may cause the cancellation

or transfer of your registration that it deems necessary, in its discretion, to protect the stability or the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal, on the part of the Registry Operator or us as well as its or our affiliates, subsidiaries, officers, directors and employees. We and the Registry Operator reserve the right to put your domain name on hold during resolution of a dispute. We reserve the right to suspend or cancel your domain name in the event that you use the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or if you use your domain name in connection with unlawful activity. You understand that we will have to cause the cancellation of your domain name registration if we receive a notification to that effect issued by a competent authority under the relevant applicable laws.

11. Limitation of Liability

You accept that we shall not be liable to you for

- (i) any loss of registration of a domain name for whatever reason not due to our negligence or wilful misconduct;
- (ii) access delays, system errors or failures or interruptions to our registration system;
- (iii) non-delivery or misdelivery of data between you and us;
- (iv) events beyond our reasonable control;
- (v) events produced pursuant to the instructions received from the Registry Operator or ICANN;
- (vi) the failure of you or your agent to pay any fees hereunder;
- (vii) the application of the Dispute Policy. In no event shall our liability arising out of this Agreement, the claim of any third party, or the termination of this Agreement, exceed the amounts effectively paid by you to us pursuant to this Agreement. In no event shall we have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability, including but not limited to loss of anticipated profits, even if it has been advised of the possibility of such damages. You acknowledge that we are not part of any terms or condition that Gransy s.r.o. may establish in connection with the payment of the domain names. In this sense, we will not be responsible for any action or omission that Gransy s.r.o. may take in order to obtain complete payment of the amounts due.

12. Indemnity

You represent and warrant to us that to the best of your knowledge neither the registration of the domain name or the manner in which it is directly or indirectly used infringes the legal rights of any third parties. You shall indemnify and hold harmless the Registry Operator, affiliates, officers, directors, agents, partners, employees, attorneys and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to

- (i) your domain name registration and/or use thereof,
- (ii) your breach or violation of any term, condition, representation or warranty of this Agreement; or
- (iii) your violation of any rights of others.

This indemnification is in addition to any indemnification required under the UDRP or any similar

policy.

13. Applicable law & Jurisdiction

This Agreement shall be governed by the laws of Czech Republic. Any claim, dispute or other matter in question with respect to or arising under this Agreement or the breach thereof shall be decided by either the Courts of your domicile, as indicated in our Whois database at the time of submission of the claim, or the courts of our registered domicile.

14. General

This Agreement contains our entire agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between you and us. Neither of us shall be liable for any loss or damage due to delays in its delivery or performance, for its failure to manufacture, deliver or perform, arising out of any cause beyond its reasonable control. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.