General Terms and Conditions for Domain Registration and Administration

These General Business Conditions (hereafter referred to as GTC) establish the relationship for service provision between

till3am s.r.o.
IČ 60193336, DIČ (VAT) CZ60193336, Brno, Židenice, Šámalova 1130/62, Post Code 61500, Czech Republic, recorded in the Commercial Register of the Regional Court in Brno, Section C, File 75655.

hereinafter referred to as **the Provider**

and

the User

By sending the order, the User agrees to follow the GTC in full extent. The User can send the order by filling in a form on the provider's website, by e-mail or by phone. In all cases, the user must provide a **contact e-mail address**, which will serve as a means of communication with the provider. All the communication between the User and the provider will be directed to this e-mail address.

The contractual relationship arises into existence in accordance with the GTC on the basis of the provider confirming the user's order. Confirmation is understood to also be sending details for payment for ordered services or activating services.

The provider reserves the right to change the BGC as he needs or considers. The GTC are binding in the current valid wording/version available at http://juicyfolio.com/terms

Prices and parameters of services abide the valid pricelist available at http://juicyfolio.com/prices

Definition of Terms

- **TLD (Top-Level Domains)**
  Domains of the top level in the domain level hierarchy. A top-level domain is placed at the end of a domain name. Top level-domains divide into national TLD (ccTLD) and general generic TLD (gTLD). National TLDs (ccTLD) are assigned to individual countries and their name comprise of two letters. TLD (gTLD) are not connected with a particular state (except gTLD mil and gov)
- **Register**
  A register is a subject authorized to administer TLD. The register issues documents, rules, protocols and other documents that conduct registration and utilizing of domain names and related services. A list of registers is available at www.iana.org.
- **Domain Name (hereinafter also as domain)**
  A domain name is a domain of the second level and its name comprises of a permitted combination of permitted characters in compliance with individual TLD register rules. It is not possible to register a domain name that is identical to an already registered domain name. It is not possible to change a domain name.
- **Registrar**
  A registrar is a subject that registers and administers domain names of Users from a respective register. A registrar is authorised for this activity by the Register of the respective TLD.

- **Subregistrar**
  A subregistrar is a subject that registers and administers domain names of Users via chosen registrar.
- **Domain Registration**
  Lease of a domain name to the User from a respective Register. Domain name registration for the User is done by registrar or subregistrar whom the User must pay fees for using the domain name. A domain is registered for a chosen number of years. Domains are registered by the Register in the order in which the Register receives the requests fulfilling the requirements and requests for registering domain names. The order cannot be reserved by any means nor guaranteed.
- **Domain Holder (owner)**
  Is a natural or a legal person which a Domain name is registered at the responsible Register.
- **Registration Name**
  The day, on which the Domain name is registered at the appropriate Register.
- **Expiration Date**
  The day following the day on which the period for which the domain name is registered at the appropriate Register lapses.

1. Service

1. The Provider is not a domain registrar. The Provider provides registration and administration as a subregistrar via gransy s.r.o.
2. The service includes domain administration, prolongation and registration on the basis of the User's order, and setting of the domain to function with the JuicyFolio so that the User's websites created by the service were available at the domain or as the case may be other domain settings connected to the service operation. The User is the domain owner. Details used for the registration are entered by the User while ordering.
3. Domain settings changes are submitted by the User via e-mail. Requests for changes can be sent only from the contact e-mail, which was used for registration and which is stated at the domain. Domain setting administration via administration or web interface is not possible.
4. Domain name is registered for a period that the User chooses at the time of ordering.
5. The User can also transfer to the Provider a domain that is already registered.

2. Domain Registration Process

1. Domain name is registered by the Provider at the Register via Registrar on the basis of the User's order. It is registered after the service is paid for.
2. The Provider will commence the registration process by the end of 7 days at the latest from crediting the payment for the service on the Provider's account. The User bears in mind that the registration processes are not commenced automatically, but always after an inspection by an amenable worker of the Provider.
3. The User chooses the length of registration, domain name and TLD and details of the Holder for whom the domain is registered.
4. Registration of the domain name at the responsible Register can be performed only in case that:
   - The User requesting the domain registration fulfilled all requirements and conditions of the responsible Register.
   - The User provided true and full details for registration.
   - The domain name is not assigned already in the moment of registration and its registration is not by any means blocked.

- The Register allows registration of the domain name and performs and confirms the registration.

5. By ordering or paying the service, the User is not entitled to the domain name. That entitlement arises after full completion of the domain registration process by recording into a respective Register and by confirmation of the registration by the Provider.

6. The Provider can request from the User additional documents or adding details for executing domain registration in accordance with rules of the respective Register.

7. If the case may be that the domain is registered by another interested party before finalizing the registration process, the registration cannot be completed. In that case, the User is entitled to be refunded the sum of the service.

8. The provider is entitled to pass details that were given to him by the User in order to register a domain name to other subjects connected in the process of registering the domain name.

9. Registered domain name cannot be changed.

10. After registering a domain name, it is not possible to cancel the order. The User is not entitled a refund for the sum of the service if the domain was already registered or prolonged.

3. Domain Prolongation

1. It is necessary to prolong domain name for another period of time one day before the domain expiration date at the latest.

2. The provider prolongs administered domains automatically if conditions are fulfilled in the following cases:
   - The User did not notify the he does not wish to prolong the domain 30 days before the expiration date
   - The User is not past due with any payment for any service or product from the Provider, including those that are not connected with the registration and administration of the domain.
   - The User responds to Provider's correspondence or inquiries
   - The User's domain is directed at websites administered by the JuicyFolio service

3. The User can request domain prolongation for another period of time anytime before the domain name expires by sending an order to the Provider.

4. The Provider has a right not to prolong a domain automatically and send notice to the User to prolong the domain on the basis of a new order and payment for the service before prolonging the domain.

4. Performing Changes with Domains

1. Changes with domains must be authorised by contact e-mail stated at the respective domain.

2. The Provider is entitled to request additional documents to confirm legitimacy of the request to perform changes.

3. Only the domain Holder may request changes.

4. Changes to domains can only be performed in extent and by means that the respective Register allows.

5. Changes with domains can be connected with obligation to prolong the domain for another period of time.

6. Changes to domains can be imposed a charge by the Provider. The charge conforms to the price list.

5. Price and Terms of Payment

1. The User must pay full price for the domain registration before the registration is performed.
2. Price for domain prolongation must be paid by the User after its prolongation if the Provider prolongs it automatically.
3. The Provider is entitled to request payment for the domain prolongation before its prolongation on the basis of an advanced billing notice. In that case, the customer receives an invoice after successful domain registration prolongation.
4. Charge for the service cannot be refunded if the domain was already prolonged or registered.
5. The user is not entitled to a refund for service and not even for a proportional part for the remaining period of time before the service expiration date, if the User transfers the domain to another Registrar.

6. Connected Documents

The following documents are binding conditions of registrars of individual TLDs and other subjects which can partake in the process of domain registration. These conditions provide for rules of registration, lease and domain name usage.

GTC of Gransy s.r.o. Registrar
https://subreg.cz/vop.pdf

CZ.NIC z.s.p.o. - Register of TLD .cz
http://www.nic.cz/page/314/rules-and-policies/

SK.NIC, a.s. - Register of TLD .sk
https://www.sk-nic.sk/kontakty/pravidla.1.6.2011.jsp

EURid – Register of TLD .eu
http://www.eurid.eu/en/document-repository

Registrant Rights and Responsibilities (ICANN document)
http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities

Rules for solving disputes over generic domains
http://archive.icann.org/en/udrp/udrp-policy-24oct99.htm

7. User's Rights and Responsibilities

1. The user must give full and true details for domain registration. The User bears in mind that giving incomplete and untrue details for domain registration can lead to cancellation or loss of the domain.
2. The User must keep his contact e-mail functional and ensure that only the User can access it. The User bears in mind that the contact e-mail is a means of authorization changes with the domain. The User bears in mind that loss or misuse of the contact e-mail can lead to a loss, cancellation or theft of a domain.
3. The user may transfer the domain to a different Registrar whenever he wishes.

4. The User bears in mind that the domain is registered only after the full price of the service is paid.
5. The User bears in mind that cancellation of an already registered domain is not possible.
6. The User is not obliged to ensure that the chosen domain name does not infringe to laws or legitimate interest of third sides, especially with trademarks, right for the protection of personality or court decisions or to ensure that the domain name does not contain derogatory names.
7. The User bears full responsibility for choice of the domain name.
8. If the User registers a domain name for a third party, the User is obliged to procure the consent of the future Holder on whom the domain name will be registered with these BGC, documents of the responsible Register and other documents and rules connected with the registration. This consent must be supplied for the Provider's request. Absence of the consent may lead to domain cancellation.

8. Provider's Rights and Responsibilities

1. The Provider is obliged to register the domain name that is stated in the User's order.
2. The Provider is entitled to confirm validity of the User's requests by sending an authorization e-mail with a link to verify the User's e-mail.
3. The Provider is entitled to decline a request for domain registration without giving any reasons. If he declines to register a domain name, the Provider must refund full payment of the service.
4. The Provider is not obliged to verify rightfulness of the User's requests for domain registration.

9. Responsibility for Damage

1. The Provider does not guarantee a successful domain name registration, not even if the domain name is not assigned to another party at the time of sending the order. In case of unsuccessful registration, the Provider must refund the full price for the service.
2. The Provider does not guarantee functionality of Registers, Registrars nor of services which are connected to the User's domain registration and operation, operated by third parties.
3. The Provider is not liable for damage, either direct or indirect, that could have been caused as repercussion of failing to register a domain name, failing to prolong registration or cancelling domain name as a result of breaching rules of the respective Registrar.
4. The User is fully responsible for the manner in which the domain name is used as well as for its content or services that are available at the domain.
5. The Provider is not liable for failing to send an invitation to prolong domain name. The Provider is not obliged to send such an invitation to prolong domain name.
6. The User is fully responsible for keeping track of domain name registration expiration date.
7. The User is allowed to transfer into administration only domains of which he/she is the Holder of, or to which he/she has consent from its Holder to use and transfer. The User is also responsible for all damage caused by breaching this condition.

10. Final Agreements

1. These conditions are valid from 1st August 2013.
2. This contract conforms to the laws of the Czech Republic.

3. By ordering service, the User confirms that he is aware of these GTC and all valid documents, rules, terms of contract and agreement of the Register for concrete TLDs and that he agrees to conform to these conditions and rules.