

Principles of registering and maintaining Internet domains

This version of Principles is only for informational use - the only valid version is the Polish one.

In force as of December 18th 2002

GENERAL PROVISIONS

1. Naukowa i Akademicka Sieć Komputerowa, a research and development entity (The Research and Academic Computer Network, hereafter "NASK") maintains registered domain name.
2. The subscriber in the understanding of these Principles of Registration and Maintenance of domain names (hereafter "the Principles") is a person (an applicant) that concluded a contract for registration and maintenance of a domain name with NASK (hereafter "the contract").
3. Within the time limit shown on the invoice the subscriber pays a fee for every commenced 12 month period of maintaining the domain name (hereafter "the annual fee").

CONCLUSION OF THE CONTRACT

4. The contract is concluded upon the registration of the domain name.
5. The registration of the domain name requires:
 - a. sending via the NASK Internet website or the website of the person described in section 11, of a correctly fulfilled application (hereafter "the application"),
 - b. delivering to NASK, within 7 days of sending the application via the NASK Internet website, of a printed and signed application in the written form; fax service shall also be acceptable.
6. The domain name shall be registered within 5 working days of delivery to NASK of the application in the written form.
7. The grounds for refusing the registration of the domain name shall be:
 - a. registration in progress of the same domain name by a third party, or a prior completed registration of such domain name,
 - b. submitting in the application:
 - (i) a domain name of inappropriate structure,
 - (ii) an incorrect name server,
 - (iii) a name server that does not exist in the Internet, except when the domain name applied for is part of the name of the server,
 - (iv) incomplete or false data,
 - c. applying for a domain name, which is the name of a voivodship, a district or a commune, except when the applicant is a governmental administration unit or a territorial self-government unit,
 - d. introducing changes to the written form of the application, which were not included in the electronic form,
 - e. delivering the application after the time limit set in subsection 5b has expired,
 - f. submitting the electronic application three times without delivering the written form,
 - g. failure to correct errors in the application within a time limit set by NASK.

8. NASK may request the applicant to deliver additional documents concerning the data included in the application. Failure to deliver the documents shall constitute a ground for refusal of registration.
9. The 5 day time limit set in section 6 starts running from the submission of a corrected application, as described in subsection 7g, or from the delivery of the application with attached documents, as required in section 8.
10. Annual fees. Please refer to the prices of www.domaindiscount24.com
The annual fee is not subject to a complete or partial reimbursement.
11. Provisions concerning the application in the written form shall not apply to an applicant or a subscriber represented by a person, who entered an cooperation agreement with NASK concerning the service of registration and maintenance of domain names. The list of such persons is available at the NASK Internet website.
12. Acts and omissions of the person described in section 11 shall directly affect the subscriber, who shall also be held liable for such acts and omissions to NASK.
13. A subscriber who uses the services of a person, with whom a cooperation agreement described in section 11 had been terminated, shall within a time limit set by NASK make a statement concerning the validity of the contract. The time limit shall not expire before the end of the period for which the annual fee was paid. Failure to make the statement results in termination of the contract as of the day when the time limit expires

DISPUTE RESOLUTION

14. In the event of a third party filing to the Arbitration Court at the Polish Chamber of Information Technology and Telecommunication in Warsaw (hereafter "the Arbitration Court") a motion against the subscriber demanding to desist the infringement of his rights resulting from the registration of a domain name, the subscriber shall accede to the negotiation proceeding described in the Rules of the Arbitration Court. If the subscriber and the third party fail to reach a settlement, the subscriber shall deliver to the Polish Chamber of Information Technology and Telecommunication a signed arbitration clause within a time limit set in summons to sign the arbitration clause.
15. Failure to sign the clause described in the preceding section shall result in (in the order indicated):
 - a. suspension in the possibility of using the domain name, effective after 30 days from the expiration of the time limit set for signing the clause,
 - b. termination of the contract within 3 months of the expiration of the time limit set for signing the clause.
16. Disputes, in which both parties are registered or resident outside the Republic of Poland, are resolved by the World Intellectual Property Organization Arbitration and Mediation Center pursuant to the WIPO Expedited Arbitration Rules for Domain Name Dispute Resolution under .PL (the Rules). The provision of the Rules regarding the parties' Arbitration Agreement applies when the dispute is to be resolved by the WIPO Arbitration and Mediation Center.
17. If NASK is informed about existing dispute concerning a domain name, any changes of the subscriber of the domain name, shall be suspended until the dispute is resolved.
18. NASK shall execute a court award resolving the dispute between a subscriber and a third party concerning a domain name. In the case of award declaring infringement by a subscriber of third party rights resulting from the registration of an Internet domain name, the contract is terminated as of the date when the award becomes in force.

VALIDITY OF THE CONTRACT

19. Failure to pay the annual fee or part of the fee shall constitute a ground for terminating the contract. A new registration shall be possible only after payment of the fee with the interest due, submission of a new application, subject to the condition that the domain name is still available for registration. Cancellation of the domain names shall be deemed as termination of the contract.
20. The contract is concluded for unlimited period and can be denounced in writing or via fax, unless the subscriber is represented by the person described in section 11.

CHANGES OF THE SUBSCRIBER AND DOMAIN NAME DELEGATION

21. NASK shall execute a change of domain name delegation or a change of the subscriber within 5 working days as of delivery of a correctly fulfilled and signed application for change of domain name delegation or change of subscriber. The application form is available at the NASK Internet website.
22. The change of domain name delegation shall not be executed if the subscriber submitted:
 - a. a set of characters which does not indicate any configured name server,
 - b. incomplete or false data.

FINAL PROVISIONS

23. The subscriber shall be held liable for making false statements, submitting false data or failure to inform NASK about the changes of the data.
24. In matters concerning registration and maintenance of domain names, NASK may contact the subscriber, using the electronic mail addresses provided by the subscriber.
25. A change of annual fees or these Principles shall be published at the NASK Internet website. NASK may also inform the subscriber about such changes via e-mail.
26. The Principles of registration and maintenance of domain names shall be effective as of December 18th 2002 and binding on all subscribers and applicable to registrations in progress on this date. Provisions of sections 14, 15 and 16 shall enter into force on January 20th 2003.