

UNOFFICIAL ENGLISH TRANSLATION

Rules for .cz domain name dispute resolution (".cz Rules")

PART ONE

General provisions

Section 1

- (1) These .cz Rules govern .cz domain name dispute resolution procedure if the jurisdiction of the Arbitration Court is given based on the Registration Rules or a specific agreement of the Parties.
- (2) These .cz Rules are part of the Additional procedures for on-line arbitration (On-line Rules). Issues not provided for in these .cz Rules are governed by the provisions of the [Rules of the Arbitration Court](#), eventually the [Rules of the Arbitration Court governing Domestic Disputes](#), depending upon the dispute type.

Section 2

Definitions

In these .cz Rules:

- (a) **Proceedings** means the arbitration proceedings initiated in accordance with the .cz Rules.
- (b) **Statement of Claim** means the document including all annexes prepared by the Claimant to initiate a Proceeding.
- (c) **Claimant** means the Party initiating a Statement of Claim concerning a .cz domain name registration.
- (d) **Date of Commencement of a Proceeding** means a date on which all the following conditions are fulfilled:
 - (i) an administratively compliant Statement of Claim has been properly filed with the Arbitration Court; and
 - (ii) the appropriate fee for the Proceeding is paid.
- (e) **Domain Name Holder** means a legal or natural person who holds a registration of a .cz domain name and is entered as a domain name holder in the Central Register.
- (f) **Registry** means the entity entrusted with the organization, administration and management of the .cz country code top level domain (.cz ccTLD).
- (g) **Central Register** means a database of domain names, domain name holders and other persons, administered by the Registry.
- (h) **Domain name** means a second level domain registered in a .cz country code top level domain.
- (i) **Arbitral Tribunal** means a Arbitral Tribunal appointed by the Arbitration Court to decide over a Statement of Claim concerning a Domain name registration. The Arbitral Tribunal constitutes of one or several Arbitrators.
- (j) **Arbitrator** means a natural person appointed to be a member of the Arbitral Tribunal.
- (k) **Party** means a Claimant or a Defendant; **Parties** means both of them.
- (l) **Arbitration Court** means Arbitration Court attached to the Czech Chamber of Commerce and Agricultural Chamber of the Czech Republic
- (m) **Registration Rules** means [Rules of Domain Names Registration under ccTLD .cz](#), issued by the Registry
- (n) **Defendant** means the holder of a Domain name registration in respect of which a Statement of Claim is filed.
- (o) **Statement of Defence** means the document including all annexes filed by the Defendant responding to the allegations set forth in the Statement of Claim in accordance with these .cz Rules.
- (p) **Time of Filing** means a point in time when the following conditions are fulfilled:
 - (i) a Statement of Claim has been properly filed with the Arbitration Court; and
 - (ii) the appropriate fee for the Proceeding is received by the Arbitration Court.

Section 3

Communications and Periods of Time

- (1) When forwarding a Statement of Claim to the Defendant, it shall be the Arbitration Court's responsibility to employ reasonably available means calculated to achieve actual notice to the Defendant.
- (2) The Arbitration Court shall discharge its obligation to achieve actual notice of the Statement of Claim by (i) sending a notice with information how to access the Statement of Claim via an on-line platform operated by the Arbitration Court to the Defendant employing the means stipulated in Paragraph 3 below to the electronic address which the Registry has communicated to the Arbitration Court as the Domain name holder's e-mail address; and (ii) in case the Defendant does not confirm receiving the electronic notice made pursuant to (i) above within five (5) days from sending the notice, by forwarding the above mentioned notice with information how to access the Statement of Claim by registered postal or courier service, postage pre-paid and return receipt requested, to the postal address(es) communicated to the Arbitration Court by the Registry as the postal address of the Domain name holder.
- (3) Unless specified otherwise in these .cz Rules, any written communication to the Claimant, the Defendant or the Arbitration Court provided for under these .cz Rules, shall be made by the preferred means stated by the Party, or in the absence of such specification:
 - (a) electronically via the Internet, provided a record of its transmission is available; or
 - (b) by fax, with a confirmation of transmission; or
 - (c) by registered postal or courier service, postage pre-paid and return receipt requested.
- (4) If the preferred or prescribed form of communication is electronic form, or in the absence of specification of a preferred or prescribed form, any written communication must be realized via the secured on-line platform accessible at <https://domeny.soud.cz/>. Should the preferred or prescribed form of communication be through registered mail or courier service or by fax, all written communication must be in duplicate with one copy sent via the on-line platform. In this case, the electronic communication must also be printed and mailed or faxed to the address of the Arbitration Court, unless the Arbitration Court or the Arbitral Tribunal, after its constitution, grants an exception.
- (5) In order to communicate via the on-line platform of the Arbitration Court, it is necessary to open and/or obtain a user account and receive a unique login.
- (6) Either Party may update its contact details by notifying the Arbitration Court.

- (7) Except as otherwise provided in these .cz Rules, all communications provided for under these .cz Rules shall be deemed to have been received, in accordance with this provision:
 - (a) if sent via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or
 - (b) if sent by fax, on the date shown on the confirmation of transmission; or
 - (c) if sent by registered postal or courier service, on the date marked on the receipt, or, if it is not possible to deliver the communication in this way, on the expiry of twelve (12) days from the handing over of the communication to a postal or courier service.
- (8) A system log of data messages of the Arbitration Court shall be considered as valid records in the absence of any evidence of malfunction of the Arbitration Court's system.
- (9) Except as otherwise provided in these .cz Rules, all time periods calculated under these .cz Rules begin to run on the date following the date that the communication is deemed to have been made in accordance with Sec. 3 Par. 7.
- (10) The expiration of any given time period occurs at midnight (24.00) of the final day of that respective time period. When the last day of a deadline prescribed by the .cz Rules is not a working day, the time period shall be extended automatically to include the next working day following the last day of the deadline.
- (11) At the request of a Party filed before the expiration of the relevant period of time, the Arbitration Court - and, after its appointment, the Arbitral Tribunal - may in its sole discretion in exceptional circumstances or upon agreement by both Parties extend the period of time laid down in these .cz Rules applicable to the Parties.
- (12) No Party or anyone acting on its behalf may engage in any unilateral communication with the Arbitral Tribunal. All communications between a Party, on the one hand, and the Arbitral Tribunal on the other shall be made through the Arbitration Court.
- (13) Any communication in a Proceeding initiated by
 - (a) a Arbitral Tribunal to a Party shall be made through the Arbitration Court;
 - (b) a Party shall be made through the Arbitration Court;
 - (c) the Arbitration Court to any Party after the Date of Commencement of a Proceeding shall be copied by the Arbitration Court to the other Party and the Arbitral Tribunal.
- (14) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Arbitration Court of the circumstances of the notification.
- (15) When a hard-copy submission is to be made to the Arbitration Court by a Party, it shall be submitted in three (3) copies together with one (1) original of such submission.
- (16) The Claimant and the Defendant by taking part in a Proceeding in accordance with these .cz Rules agree with processing of their personal data by the Arbitration Court to the extent necessary for due fulfillment of the obligations of the Arbitration Court under these .cz Rules.

Section 4

Language of the Proceeding

- (1) The language of the Proceeding is Czech (eventually Slovak).
- (2) All the documents, including the notifications submitted in a Proceeding, shall be presented in the language of the Proceeding. The Arbitral Tribunal may disregard any documents submitted in a different language than the language of the Proceeding, without requesting the translation.

Section 5

Fees

- (1) The Claimant shall pay to the Arbitration Court an initial fixed fee, in accordance with the Schedule of the fees of the Arbitration Court for the .cz disputes, which is the annex of the present .cz Rules. Until the Arbitration Court has received this initial fee, it is not obliged to take any action on the Statement of Claim.
- (2) In exceptional circumstances, for example in the event an in-person hearing is held, the Arbitration Court shall request the Party or the Parties requesting such event, respectively, to pay additional fees, which shall be established in consultation with the Arbitral Tribunal, after its constitution, before scheduling any such hearing.
- (3) Subject to Sec. 6 Par. 6 below, the fees paid are not reimbursable.

PART TWO

Conduct of the Proceedings

Section 6

Statement of Claim

- (1) Any person or entity may initiate a Proceeding by submitting a Statement of Claim to the Arbitration Court in accordance with the .cz Rules. A Statement of Claim shall be filed against a holder of the domain name in respect of which the Statement of Claim is initiated.
- (2) The Statement of Claim shall:
 - (a) request that the Statement of Claim be submitted for a decision in a Proceeding in accordance with the .cz Rules;
 - (b) provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Claimant and of any representative authorized to act for the Claimant in the Proceeding;
 - (c) specify a preferred method for communication directed to the Claimant in the Proceeding (including the person to be contacted, means of communication, and address information);
 - (d) provide the name of the Defendant and all information (including any postal and e-mail addresses and the telephone and fax numbers) known to the Claimant on how to contact the Defendant or any representative of the Defendant, including contact information based on pre-Proceeding dealings, in sufficient detail to allow the Arbitration Court to send the notice under Sec. 3 Par. 2 in the form as described in Sec. 3 Par. 2;
 - (e) specify the domain name that is the subject of the Statement of Claim;
 - (f) describe, in accordance with these .cz Rules, the grounds on which the Statement of Claim is made;
 - (g) specify, in accordance with these .cz Rules, the remedies sought;
 - (h) identify any other legal proceedings that have been commenced or terminated in connection with or relating to the domain name that is the subject of the Statement of Claim;
 - (i) conclude with the following statement followed by the signature of the Claimant or its authorized representative; in case of electronic filing the signature must comply with requirements of the Arbitration Court's on-line platform:

"Claimant warrants that all information provided hereunder, relating to the Claimant, is complete and accurate."
 - (j) annex any documentary or other evidence, including any evidence concerning the rights upon which the Statement of Claim relies, together with a schedule indexing such evidence;
 - (k) include any forms prescribed in these .cz Rules and comply with any formal requirements contained in these .cz Rules.
- (3) The Statement of Claim may relate to more than one domain name, provided that the Parties are the same.
- (4) The Arbitration Court will acknowledge receiving the Statement of Claim from the Claimant, subject to the receipt of the fees due above.

- (5) As soon as practicable after the Time of Filing, but in any event not later than five (5) days from the date of Time of Filing and before notifying the Defendant pursuant to Sec. 7 below, the Arbitration Court shall inform the Registry of the identity of the Claimant and the domain name involved and ask the Registry to provide the electronic address of the Domain name holder.
- (6) Any Proceeding against a Domain Name Holder with respect to the same domain name which has been initiated later shall be suspended pending the outcome of the Proceeding initiated by the earlier Statement of Claim. If in such Proceeding the Arbitral Tribunal decides to grant the Claimant the remedies requested including the transfer of the Domain name to the Claimant, all suspended Proceedings will be terminated and any fees paid shall be reimbursed. If in the Proceeding the Arbitral Tribunal rejects the Statement of Claim as to the transfer of the domain name, the Arbitration Court shall activate the Statement of Claim next in time to the Time of Filing. The Arbitration Court shall notify the respective Claimant(s) of the termination, suspension, or activation of their Statement of Claim within five (5) days from the date of the issuance of the Arbitral Tribunal decision related to the prior Statement of Claim.

Section 7

Notification of the Statement of Claim

- (1) The Arbitration Court shall review the Statement of Claim for administrative compliance with the .cz Rules and, if in compliance, shall forward the notice of the Statement of Claim (together with the explanatory cover sheet) to the Defendant, in the manner prescribed by Sec. 3 Par. 1 and Sec. 3 Par. 2, within five (5) days following receipt of the fees to be paid by the Claimant in accordance with Sec. 5.
- (2) If the Arbitration Court finds the Statement of Claim not to be in administrative compliance with the .cz Rules, it shall promptly notify the Claimant of the nature of the deficiencies identified. If the deficiencies are capable of being corrected, the Claimant shall have seven (7) days within which to correct any such deficiencies and submit an amended Statement of Claim, after which, if not corrected, the Arbitration Court shall terminate the Proceeding.
- (3) The Arbitration Court shall immediately notify the Claimant, the Defendant, and the Registry of the Date of Commencement of a Proceeding.

Section 8

Statement of Defence

- (1) Within thirty (30) days of the date of delivery of the Statement of Claim in accordance with Sec. 3 Par. 2, the Defendant shall submit a Statement of Defence to the Arbitration Court.
- (2) Statement of Defence shall:
 - (a) provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Defendant and of any representative authorized to act for the Defendant in the Proceeding;
 - (b) specify a preferred method for communication directed to the Defendant in the Proceeding (including the person to be contacted, means of communication, and address information);
 - (c) identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that is/are the subject of the Statement of Claim;
 - (d) describe, in accordance with these .cz Rules, the grounds on which the Statement of Defence is made;
 - (e) conclude with the following statement followed by the signature of the Defendant or its authorized representative; in case of electronic filing the signature must comply with requirements of the Arbitration Court's on-line platform:

"Defendant warrants that all information provided hereunder, relating to the Defendant, is complete and accurate."
 - (f) attach any documentary or other evidence, including any evidence concerning the rights upon which the Defendant relies, together with a schedule indexing such evidence;
 - (g) include any forms prescribed in these .cz Rules and comply with any formal requirements contained in these .cz Rules.
- (3) The Arbitration Court shall confirm receipt of the Statement of Defence to the Defendant. If the Arbitration Court finds the Statement of Defence not to be in administrative compliance with these .cz Rules, it shall promptly notify the Defendant of the nature of the deficiencies identified. If the deficiencies are capable of being corrected, the Defendant shall have seven (7) days within which to correct any such deficiencies and submit an amended Statement of Defence.
- (4) The Arbitration Court shall forward the administratively compliant Statement of Defence to the Claimant without delay.
- (5) If a Defendant does not submit a Statement of Defence or submits solely an administratively deficient Statement of Defence, the Arbitration Court shall notify the Parties of Defendant's default without delay. The Arbitration Court shall send the administratively deficient Statement of Defence to the Arbitral Tribunal and to the Claimant for information.
- (6) The Arbitral Tribunal shall evaluate the administratively deficient Statement of Defence in its sole discretion within the course of decision making. If the Arbitral Tribunal concludes that the Statement of Defence is administratively deficient, it may decide the case based on the Statement of Claim only.

Section 9

Appointment of the Arbitral Tribunal and Timing of Decision

- (1) The Arbitrators shall be selected in accordance with the internal procedures of the Arbitration Court. They shall have appropriate expertise and shall be selected in an objective, transparent and non-discriminatory manner.
- (2) The disputes shall be decided by the sole Arbitrator appointed by the President of the Arbitration Court from the list of Arbitrators of the Arbitration Court. The dispute may be decided by three Arbitrators if the Parties agree thereon and if the Party making such proposal pays the increased fee, whereas in such case each Party appoints one Arbitrator and the Presiding Arbitrator is appointed by the President of the Arbitration Court in accordance with the common proposal of the other Arbitrators, or, if there is no such proposal, in his sole discretion.
- (3) Once the Arbitral Tribunal is appointed, the Arbitration Court shall notify the Parties of the identity of the Arbitrators appointed and the date by which the Arbitral Tribunal shall forward its Arbitral Award to the Arbitration Court, absent exceptional circumstances preventing the Arbitral Tribunal from forwarding the Arbitral Award.

Section 10

Impartiality and Independence

- (1) The Arbitrators shall have no personal or economic interests in the results of the dispute, and they undertake to resolve the dispute in accordance with the applicable law, with due diligence and, provided that both Parties agree, *ex aequo et bono*. The Arbitrators shall maintain the confidential character of the information disclosed to them during the Proceedings.
- (2) An Arbitrator shall be impartial and independent and shall have, before accepting appointment, disclosed to the Arbitration Court, in the form of declaration of impartiality and independence prescribed by the Arbitration Court, any circumstances giving rise to justifiable doubt as to the Arbitrator's impartiality or independence. If, at any stage during the Proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of an Arbitrator, that Arbitrator shall promptly disclose such circumstances to the Arbitration Court. In such event, the Arbitration Court shall have the sole discretion to appoint a substitute Arbitrator.
- (3) Apart from the above, the Parties can also challenge the appointment of an Arbitrator. The Party that challenges an Arbitrator should explain to the Arbitration Court its reasons for the challenge. The challenge shall be filed within five (5) days from receiving the notice of the subject Arbitrator's appointment, or after having become aware of the circumstances giving rise to justifiable doubt in regard to the impartiality or independence of the Arbitrator.
- (4) When an Arbitrator has been challenged by one Party, the other Party and/or the challenged Arbitrator will be entitled to submit a response to challenge. This right shall be exercised within five (5) days after receiving the challenge.
- (5) The Arbitration Court shall decide on the challenge, and its decision shall be final and not subject to appeal.

Section 11
Transmission of the File to the Arbitral Tribunal

The Arbitration Court shall forward the case file to the Arbitral Tribunal as soon as it is appointed.

Section 12
General Powers of the Arbitral Tribunal

- (1) The Arbitral Tribunal shall conduct the Proceeding in such a manner it considers appropriate and in accordance with the .cz Rules. The Arbitral Tribunal is not obliged, but is permitted in its sole discretion, to conduct its own investigations on the circumstances of the case.
- (2) In all cases, the Arbitral Tribunal shall ensure that the Parties are treated fairly and with equality.
- (3) The Arbitral Tribunal shall ensure that the Proceeding takes place with due expedition.
- (4) The Arbitral Tribunal shall determine in its sole discretion the admissibility, relevance, materiality and weight of the evidence.

Section 13
Further Statements

In addition to the Statement of Claim and the Statement of Defence, the Arbitral Tribunal may request or admit, in its sole discretion, further statements or documents from either of the Parties.

Section 14
In-Person Hearings

- (1) There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference). The decision will be handled based on documents or other types of written evidence unless the Arbitral Tribunal determines, in its sole discretion and as a matter of exceptional circumstances, that such a hearing is necessary for rendering a decision on the Statement of Claim.
- (2) In case the Arbitral Tribunal determines, in its sole discretion, that an in-person hearing is necessary, the hearing will be carried out by teleconference, videoconference, or web conference, or in-person at the seat of the Arbitration Court. The Arbitral Tribunal will give the Parties at least seven (7) days notice that the aforementioned hearing will be held, including the date, time and electronic place or physical location where it will take place.

Section 15
Basis for Decision

A Arbitral Tribunal shall decide a Statement of Claim on the basis of the statements and documents submitted and in accordance with the .cz Rules.

Section 16
Decision-Making and Form of Decisions

- (1) Absent exceptional circumstances, the Arbitral Tribunal shall forward the Arbitral Award to the Arbitration Court within thirty (30) days of its appointment.
- (2) If, after considering the submissions, the Arbitral Tribunal finds that the Statement of Claim was initiated in bad faith, the Arbitral Tribunal shall declare in its decision that the Statement of Claim was brought in bad faith and constitutes an abuse of this Proceeding.

Section 17
Communication of Decision to Parties

- (1) Within five (5) days after receiving the final decision from the Arbitral Tribunal, the Arbitration Court shall communicate the full text of the decision to each Party and to the Registry.
- (2) The Arbitration Court shall publish the anonymised decision on a publicly accessible web site.

PART THREE

Concluding Provisions

Section 18
Amendments

The version of these .cz Rules in effect at the time of the submission of the Statement of Claim to the Arbitration Court shall apply to the Proceeding commenced thereby.

Section 19
Effective Date

These .cz Rules apply to all Statement of Claims filed on or after 15 June 2010.

Annex: Schedule of the fees of the Arbitration Court for the .cz disputes

The fee of the Arbitration Court for the .cz disputes shall be formed by the amount determined based on the below table depending on the number of disputed domain names involved. If a monetary claim is requested in the Statement of Claim as well* the fee shall be formed by the amount determined in accordance with the table below plus the amount calculated in accordance with the [Principles governing the costs of Arbitral Proceedings](#), or the [Principles Governing the Costs of Arbitral Proceedings in Domestic Disputes](#), respectively, depending upon the dispute type.

Number of Domain Names involved in the Statement of Claim	Fee for Arbitrators		Arbitration Court's Administrative Fee		Total Fees	
	Sole Arbitrator	Three Arbitrators	Sole Arbitrator	Three Arbitrators	Sole Arbitrator	Three Arbitrators
1 to 5 domain names	CZK 23 500	Presiding Arbitrator: CZK 31 000 Each Co-Arbitrator: CZK 16 000	CZK 10 500	CZK 18 000	CZK 34 000	CZK 81 000
6 to 10 domain names	CZK 28 500	Presiding Arbitrator: CZK 38 500 Each Co-Arbitrator: CZK 21 000	CZK 13 500	CZK 23 500	CZK 42 000	CZK 104 000
11 to 20 domain names	CZK 34 000	Presiding Arbitrator: CZK 46 500 Each Co-Arbitrator: CZK 23 500	CZK 16 000	CZK 28 500	CZK 50 000	CZK 122 000
21 to 30 domain names	CZK 39 000	Presiding Arbitrator: CZK 54 000 Each Co-Arbitrator: CZK 27 000	CZK 18 500	CZK 34 000	CZK 57 500	CZK 142 000
31 to 40 domain names	CZK 44 500	Presiding Arbitrator: CZK 62 000 Each Co-Arbitrator: CZK 31 000	CZK 21 000	CZK 39 000	CZK 65 500	CZK 163 000
41 to 50 domain names	CZK 50 000	Presiding Arbitrator: CZK 70 000 Each Co-Arbitrator: CZK 35 000	CZK 23 500	CZK 44 500	CZK 73 500	CZK 184 500
51 domain names or more	To be decided in consultation with the Arbitration Court					

Explanatory notes:

1. All the fees mentioned above are in CZK including VAT on Arbitrator's fees. The Czech Arbitration Court is not VAT registered.
2. Fees for multiple domain names are applicable only for Proceedings in which the same Claimant and the same Defendant are involved as the Parties.
3. All the fees are payable by bank transfer to the following account of the Arbitration Court attached to the Czech Chamber of Commerce and Agricultural Chamber of the Czech Republic: IBAN CZ98 2700 0000 0003 5941 3004; S.W.I.F.T. code: BACX CZ PP, account number: 359413004, bank code: 2700, account name: Rozhodčí soud při Hospodářské komoře ČR a Agrární komoře ČR, bank: UniCredit Bank Czech Republic, a.s., Na Příkopě 20, Praha 1, 113 80, variable symbol = case number.

* Translation note: in addition to transfer or revocation of the disputed domain name and associated costs of proceeding