

1. These Regulations set out the conditions of providing services by the NASK in the area of .pl domain names maintenance.

## DEFINITIONS

2. The definitions used in these Regulations shall have the following meanings:
  - a. **NASK** is 'Naukowa i Akademicka Sieć Komputerowa' [the Scientific and Academic Computer Network] a research and development entity with a registered office in Warsaw, entered in the Register of Entrepreneurs of the National Court Register at number: 0000012938.
  - b. **Regulations** are these regulations.
  - c. **Domain** name is a set of characters in .pl Domain. The characters that can be components of a domain name, number of characters and the conditions of their inclusion have been specified in the NASK website.
  - d. **.pl Domain** is a domain of the world-wide system of domains added to a database of the Internet Assigned Numbers Authority that corresponds to a two-letter code of the Republic of Poland, in accordance with the standards used by the Internet Assigned Numbers Authority.
  - e. **Partner** is an entity bound with the NASK by a co-operation agreement on the Administrative and Technical Service that has been put on an up-to-date list of Partners included in the NASK website.
  - f. **Tenderer** is an entity or natural person who has submitted a tender directly to the NASK or through a Partner in order to enter into the Agreement.
  - g. **Subscriber** is a Tenderer who has entered into the Agreement with the NASK;
  - h. **Tender** is an offer to enter into the Agreement, specifying the domain name, the Subscriber and servers intended to maintain the domain name and other data necessary to enter into and perform the Agreement, specified in the NASK website.
  - i. **Maintenance of the Domain Name** is making possible for the Internet users to use the data specified by the Subscriber necessary for the communication on the Internet and stored in the memory of a device intended for that purpose by the NASK. The use of data consists in replies to requests from the Internet users.
  - j. **Administrative and Technical Service** is a set of actions performed by the NASK necessary for the Maintenance of the Domain Name. The actions include in particular the maintenance of data transferred by the Subscriber and making data processing systems available.
  - k. **Agreement** is an agreement between the NASK and the Subscriber, including the Maintenance of the Domain Name as well as the Administrative and Technical Service. The Agreement entered into through a Partner shall include only the Maintenance of the Domain Name, and the NASK services on the Administrative and Technical Service shall be regulated in a separate agreement to be entered into between the NASK and the Partner.
  - l. **Price List** is a specification of fees for the NASK service and determination of a calculating method, published in the NASK website.
  - m. **Change of the Subscriber** is the transfer of all the Subscriber's rights and obligations to a third party under the Agreement.
  - n. **Dispute** is a legal action initiated by a third party in the Arbitration Court or any other court to protect that party's rights that could have been infringed by the Subscriber by entering into or performing the Agreement.
  - o. **Change of Delegation** is a change of information on the servers intended to Maintain the Domain Name.
  - p. **Arbitration Court** is one of the permanent Arbitration Courts operating at organizations which are bound with the NASK by co-operation agreements on disputes resolution, specified in the NASK website.

## ENTERING INTO THE AGREEMENT

3. The Agreement between the NASK and the Subscriber shall have been entered into when the NASK has accepted the Tender but no later than at the time the Maintenance of the Domain Name has started. The Tender submitted directly to the NASK shall be transferred by the Subscriber through the NASK website and additionally, in a written form. The Tender submitted through a Partner, irrespective of the form in which it has been submitted to the Partner, shall be sent by the Partner to the NASK in the form agreed between the NASK and the Partner in a separate agreement.
4. By submitting the Tender, the Tenderer guarantees that the data included in the Tender is accurate and that the submission of the Tender and the performance of the Agreement do not infringe any third parties' rights or the law. The NASK may require additional documents concerning the data included in the Tender.
5. The NASK shall not examine whether by entering into or performing the Agreement the Subscriber has infringed the third parties' rights or the law. The entering into the Agreement does not mean that the Subscriber shall be given any rights concerning the Domain Name except for those clearly resulting from the Agreement nor that the Tender or the performance of the Agreement by the Subscriber infringes the third parties' rights.
6. The NASK can refuse to accept the Tender, in particular, if:
  - a. the Tenderer has not met any technical conditions specified in the NASK website,
  - b. the NASK is bound by the Agreement on the Maintenance of the same Domain Name which has been indicated in the Tender or the entering into the Agreement is underway unless the Tender has been an option whose meaning has been specified in the separate regulations published in the NASK website,
  - c. the Tender concerns the Domain Name corresponding to the names of a voivodship, county, commune or town in .pl Domain unless the Tenderer is a competent unit of local self-government or the State represented by a competent administration unit; The Tender concerning the Domain Name corresponding to the name of a voivodship, county, commune or town in .pl Domain can only be submitted directly to the NASK,
  - d. in case the Tender has been submitted directly to the NASK, the contents of the Tender in writing is different from its version submitted through the NASK website,
  - e. in case the Tender has been submitted directly to the NASK, the Tender has not been delivered in writing within seven (7) days of submitting the Tender through the NASK website,
  - f. in case the Tender has been submitted directly to the NASK, the Tenderer has submitted the Tender concerning the same Domain Name through the website three times and has not delivered it in writing,

- g. the mistakes included in the Tender have not been corrected within the time limit stated by the NASK,
- h. no additional documents have been delivered concerning the data included in the contents of the Tender within the time limit stated by the NASK.

#### **PERFORMANCE OF THE AGREEMENT**

- 7. The NASK shall provide the Maintenance of the Domain Name as well as the Administrative and Technical Service for the Subscriber. In case the Tender has been submitted through the Partner or the Subscriber has transferred to the Partner his entitlement to require the provision of the Administrative and Technical Service, the Service shall be provided for the Partner by the NASK.
- 8. The NASK shall include the Subscriber's data in the data base of the subscribers of the Domain Name that is publicly accessible through the NASK website. Natural persons' consent shall be required to include personal data, in accordance with the law.
- 9. The Subscriber shall pay the fee for the Administrative and Technical Service provided by the NASK in the amount specified in the Price List unless the Administrative and Technical Service has been provided for the Partner. In that case the duty to pay the fee shall be imposed on the Partner and the Subscriber shall be exempted from that duty. The fee shall be deemed paid when the full amount has been entered to the credit of the NASK's bank account.
- 10. If the Agreement has been terminated because of the Subscriber's non-payment of the fee, the re-entering into the Agreement concerning the same Domain Name shall be possible no sooner than the overdue fee has been paid together with the accrued interest and a new Tender has been submitted without prejudice to Article 6 of these Regulations.
- 11. The Subscriber shall notify the NASK of each change of data concerning the Domain Name or the Subscriber. In case of non-notification, the NASK shall perform the Agreement using only the previous data.

#### **CO-OPERATION WITH THE PARTNER**

- 12. The Subscriber shall give his consent to the provision of the Administrative and Technical Service for the Partner and to the Partner's carrying out of other actions related to the Agreement but any actions or omissions of the Partner shall have an effect directly on the Subscriber. By giving his consent, the Subscriber shall limit the subject matter of the Agreement and shall be responsible towards the NASK for the Partner's actions or omissions connected with the Domain Name which the Agreement concerns.
- 13. The Subscriber, in the place of the previous Partner, can designate another Partner who has been given the consent specified in Article 12 or extend the subject matter of the Agreement with the provision of the Administrative and Technical Service directly for the Subscriber.
- 14. If the NASK terminates the Co-operation Agreement in the field of the Administrative and Technical Service with the Partner who has been given the consent by the Subscriber in accordance with Article 12, the Subscriber shall submit, in the form and term stated by the NASK, a statement whether the Agreement is further binding or not. The non-submission of the statement in the form and term stated by the NASK shall result in the termination of the Agreement after the expiration of the term.
- 15. The NASK is not represented by the Partner nor is responsible for any actions or omissions of the Partner.

#### **LIABILITY**

- 16. The NASK shall be liable towards the Subscriber for any damage being the consequence of improper performance or non-performance of obligations by the NASK. The amount of the compensation shall be limited to three annual payments for the Administrative and Technical Service provided by the NASK, stated in the Price List. The limited liability shall not apply if the damage has been done willfully as well as in other cases determined by the law.

#### **CHANGES**

- 17. The Change of the Subscriber can be made in accordance with the rules mentioned below without prejudice to the circumstances determined in Article 19 of these Regulations.
- 18. The Change of the Subscriber shall be made after the NASK has been delivered the statements of the Subscriber and a third party taking over the rights and obligations, submitted on the Subscriber Change form, available in the NASK website. In case the Subscriber acts through the Partner, the Change of the Subscriber shall be made through the Partner.
- 19. In case the NASK has been notified about a Dispute, the Change of the Subscriber of the Domain Name that has been the subject matter of the Dispute shall be suspended until the time of the Dispute resolution but no later than a year after the NASK has been notified about the Dispute. This period of time can be extended by the NASK on condition that the third party whose rights have been infringed shall prove that the Dispute has not been resolved yet. The suspension of the Change of the Subscriber shall not influence the articles of these Regulations concerning the validity period of the Agreement.
- 20. The Change of Delegation shall be made after the Subscriber has delivered NASK a statement submitted by the Subscriber on the Subscriber Change form available in the NASK website. In case the Subscriber acts through the Partner, the Change of Delegation shall be made through the Partner.
- 21. Articles 3 to 6 shall apply accordingly, except for Articles 6.d. and 6.f. concerning the Change of the Subscriber and Articles 6.b., 6.c., and 6.f. concerning the Change of Delegation.

#### **DISPUTES**

22. In case a third party initiates a legal action in the Arbitration Court against the Subscriber claiming that the Subscriber has infringed the rights of that person by entering into or performing the Agreement, the Subscriber shall submit to that Arbitration Court a duly signed arbitration clause to the Arbitration Court in due time stated in the summon to sign this arbitration clause.
23. The non-signing of the arbitration clause specified above shall result in the termination of the Agreement three months after the time stated to sign this arbitration clause, and this time limit shall be shortened to the date of the expiry of the calculating period based on the Price List if this date occurs before the end of the three month-period after the time stated to sign this arbitration clause. If the NASK has been informed during the time period specified above by the Arbitration Court about the delivery of the signed arbitration clause to that Court, the Agreement shall not be terminated.
24. A legally valid decision of an arbitration court or the common court stating that the Subscriber has infringed a third party's rights shall be a basis for the termination of the Agreement by the NASK with that Subscriber without the period of termination.

#### **VALIDITY PERIOD OF THE AGREEMENT**

25. The Agreement shall be entered into for an unlimited period of time and can be terminated at any time by the Subscriber without the period of termination. The termination of the Agreement shall be made in writing.
26. The NASK can terminate the Agreement in writing with a three-month period of termination.
27. Irrespective of the reasons specified in other articles of these Regulations, the NASK can terminate the Agreement without the period of termination if:
  - a. the fee specified in the Price List has not been paid in the time limit determined in the Price List; ceasing of the Maintenance of the Domain Name by the NASK amounts to the termination of the Agreement, and ceasing of the Maintenance of the Domain Name can precede the suspension of the Maintenance of the Domain Name;
  - b. the Regulations have been broken by the Subscriber.
28. The termination of the Agreement during the calculating period based on the Price List shall not be the basis for the re-payment of the fees stated in the Price List in whole or in part.

#### **OTHER PROVISIONS**

29. The consequences of submitting false statements, giving incorrect or untrue data shall burden the Tenderer and the Subscriber.
30. The NASK can use e-mail addresses given by the Tenderer or the Subscriber to communicate in cases concerning the Tender or the Agreement. E-mails sent at the above addresses shall be deemed duly delivered. The Subscriber's correspondence can be sent by fax even in case a written form of the Subscriber's statement is required in the Regulations but the NASK can require the document to be delivered in original.
31. The provisions of these Regulations shall not infringe consumers' rights arising out of the law in force.
32. These Regulations shall constitute a part of the Agreement, and if any discrepancy arises between the provisions of these Regulations and the Agreement, the provisions of the Agreement shall apply.
33. The Subscriber shall be informed of any change in the Price List or the Regulations, in accordance with the law. The NASK can inform the Subscriber of a change in the Price List or the Regulations in an electronic form. A change of the Price List during the calculating period stated on the basis of the Price List shall not influence a change in the amount of fees due to the NASK during that period. The Price List or Regulations changed shall be binding to the Subscriber unless he terminates the Agreement within two (2) weeks of the day on which he was notified of the change. The period of the termination of the Agreement shall be one (1) month. Changes in the Price List or Regulations can concern, in particular, the ways and deadlines for the payment of fees and making the Subscriber possible to perform certain actions by the Subscriber himself related to the Maintenance of the Domain Name.
34. The Regulations shall come into force on 18 March 2007. If the Subscriber is bound by the Agreement on that day, the Regulations shall come into force on the day of the ineffective expiry of the Agreement termination period which shall finish on the last day of the calculating period based on the Price List at the latest. The termination of the Agreement by the Subscriber shall be made in writing.
35. In cases not specified by the Regulations and the Agreement, the Polish law shall apply. Any Disputes concerning the obligations arising from the Agreement between the Subscriber whose place of abode or registered office is situated outside the territory of Poland and the NASK shall be resolved by common courts competent due to the NASK's registered office location.