

.pl Domain Name Regulations

.pl Domain Name Regulations as of 18 December 2006 (In force as of 1 December 2015)

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

1. These Regulations set out the conditions of providing services by NASK within the scope 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 - instytut badawczy' [Scientific and Academic Computer Network - research institute] with its registered office in Warsaw, entered in the Register of Entrepreneurs of the National Court Register at number: 0000012938. Detailed information on NASK is available at NASK's Website: www.dns.pl
- 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's 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's Website.
- f. **Tenderer** - is an entity or natural person who has submitted a tender through a Partner in order to enter into the Agreement.
- g. **Subscriber** - is a party in the Agreement concluded with 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's 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 NASK and the Subscriber, including the Maintenance of the Domain Name. NASK's 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. **Change of the Subscriber** - is the transfer of all the Subscriber's rights and obligations to a third party under the Agreement.
- m. **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.
- n. **Change of Delegation** - is a change of information on the servers intended to Maintain the Domain Name.

- o. **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's Website.
- p. **NASK's Website** - is NASK's website, available at www.dns.pl, designed in particular for Agreement purposes.

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, submitted through a Partner, but no later than at the time the Maintenance of the Domain Name has started. The Tender, 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, and in particular that the domain name will not be used to distribute malicious software, manage botnets and phishing.
- 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's 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's Website.

PERFORMANCE OF THE AGREEMENT

- 7. The NASK shall execute the Maintenance of the Domain Name for the Subscriber and provide the Administrative and Technical Service for the Partner.
- 8. NASK shall perform the Agreement and the activities related therewith basing on the data of a Domain Name and a Subscriber referred by a Partner. The NASK shall include the Subscriber's data, referred as specified above, in the data base of the subscribers of the Domain Name that is publicly accessible through the NASK's Website. NASK may demand additional documents and information on the data related with the Offer or the Agreement. Natural persons' consent shall be required to include personal data, in accordance with the law.
- 9. The Partner shall pay the fee in the amount and in accordance with the rules specified in a separate agreement between NASK and the Partner. The amount of the fees pertaining to the Administrative and Technical Service has been specified in the breakdown of the fees, collected from the Partners, published at the NASK's Website. The duty to pay the fee shall be imposed on the Partner and the Subscriber shall be exempted from that duty.
- 10. The Subscriber, through the Partner, 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 and the activities related therewith using only the previous data.

CO-OPERATION WITH THE PARTNER

- 11. 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, mentioned above, the Subscriber shall be responsible towards the NASK for the Partner's actions or omissions connected with the Domain Name which the Agreement concerns.

12. The Subscriber, in the place of the previous Partner, under the rules laid down at the NASK's Website, may designate another Partner, giving the consent specified in Article 11. After such a designation, the consent given to the previous Partner shall expire in respect of NASK.
13. If 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 11, has been terminated or expired, the Subscriber shall submit, in the form and time stated by the NASK, a statement on the term of the Agreement, and in particular on giving such a consent to other Partner under the rules laid down at the NASK's Website. During the time period, mentioned above, the Administrative and Technical Service shall not be executed. The non-submission of the statement in the form and time stated by the NASK or lack of consent, given within the time period, specified above, shall entitle NASK to terminate the Agreement by ceasing to Maintain the Domain Name. The activities regarding the cessation of Maintenance of the Domain Name may be preceded by suspension of its Maintenance, however, when during such suspension the consent, specified above, is given, the Agreement shall be continued.
14. The NASK is not represented by the Partner nor is responsible for any actions or omissions of the Partner.

LIABILITY

15. 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 fifteen-fold amount of the highest of fees specified in the breakdown of fees collected from the Partners, published at the NASK's Website on the day of commencing the compensation procedure. The limited liability shall not apply if the damage has been done willfully as well as in other cases determined by the binding law.

CHANGES

16. The Change of the Subscriber shall be effected through the Partner without prejudice to the circumstances determined in Article 17 of these Regulations.
17. 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 party of the Dispute proves 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 termination of the Agreement.
18. The Change of Delegation shall be made through the Partner.
19. Articles 3 to 6 shall apply accordingly, except for Article 6.b. concerning the Change of Delegation.

DISPUTES

20. 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.
21. 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 terminating the Agreement on the basis of other provisions of the Regulations, 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. The provisions of this Article and the preceding Article shall be enforced in cases specified by universally binding law.
22. 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. Execution of decisions and actions, described in the preceding sentence, may be effected on the basis of the procedures published at the NASK's Website.

VALIDITY PERIOD OF THE AGREEMENT

23. 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 through the Partner without prejudice to Article 13. Partner's failure to pay the fee, specified in Article 9, regarding the provision of Administrative and Technical Service after the first year of Domain Name Maintenance, shall be in particular deemed as the termination of the Agreement, subject to the second sentence in Article 26. NASK shall not demand the payment of such a fee from the Subscriber.
24. The NASK can terminate the Agreement in writing with a three-month period of termination.
25. Irrespective of the reasons specified in other articles of these Regulations, the NASK can terminate the Agreement without the notice if the provisions of the Regulations have been infringed by the Subscriber.
26. Ceasing of the Maintenance of the Domain Name by the NASK is equivalent to the termination of the Agreement, however, actions related with ceasing of the Maintenance of the Domain Name can be preceded by the suspension of the Maintenance of the Domain Name. In case the Partner has paid the fee, specified in Article 9, regarding the provision of Administrative and Technical Service after the first year of the Maintenance of the Domain Name, during the suspension of the Maintenance of the Domain Name, which has been a consequence of failure to pay the fee, the Agreement shall be continued.
27. When NASK has determined that the Maintenance of the Domain Name causes, may cause or affect the emergence or development of danger of security and stability of global domain name system or the .pl Domain, NASK shall be authorized to suspend the Maintenance of the Domain Name or Change of Delegation.
28. The termination of the Agreement shall not be the basis for returning by NASK in whole or in part the fees, specified in Article 9, whereby NASK shall not demand from the Subscriber the payment of any fees regarding the termination of the Agreement. NASK shall not interfere in the settlement issues between the Subscriber and the Partner.

OTHER PROVISIONS

29. The consequences of submitting false statements, giving incorrect, not complete, or untrue data to the Partner or NASK 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 or as an attachment to a message sent by e-mail, however, 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 binding law in the Republic of Poland.
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 Regulations, in accordance with the law. The NASK can, in particular through the Partner, inform the Subscriber of a change in the Regulations in an electronic form. The Regulations changed shall be binding to the Subscriber unless he/she 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. The provisions of this Article do not affect other provisions of the Regulations regarding the termination of the Agreement.
34. The Regulations in this wording shall take effect on 1 December 2015, whereby as for the Subscriber bound by the Agreement on that day, the Regulations in this wording shall be binding, unless the Agreement has been terminated under Article 33, from the date mentioned above or the date resulting from Article 33, depending which day comes later. As for the Subscriber, bound by the Agreement on execution of the Administrative and Technical Service for him/her, the Regulations in this wording shall take effect pursuant to the rules specified above, unless the consent, referred to in Article 11, has been granted previously for the execution of the Administrative and Technical Service for the Partner, whereby, that consent shall be granted under the rules specified at the NASK's Website (hereinafter referred to as: "Partner's Choice"). In case the Partner's Choice is not made before 1 December 2015, the provisions of Article 35 shall be applied.
35. Using the Administrative and Technical Service provided by NASK for the Subscriber shall only be permitted to the end of the Subscriber's billing period, set on the basis of the Price List and started before 2 December 2015. Lack of Partner's Choice before the expiry of the period, specified above, shall entitle

NASK to terminate the Agreement by ceasing to Maintain the Domain Name, however, this termination may be preceded by the suspension of the Maintenance of the Domain Name after the lapse of the period specified above. When the Partner's Choice is made during the suspension, the Agreement shall be continued and the Regulations in this wording shall be effected for the Subscriber with the moment the Partner's Choice is made.

36. Irrespective of the above arrangements, the provisions of Articles 34-36 as for the Subscribers, bound by the Agreement, shall be effected from the date resulting from Article 33 of the Regulations, unless the Agreement has not been terminated under the provisions of that article.
37. In cases not specified by the Regulations and the Agreement, the provisions of law binding in the Republic of Poland 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.