

HOSTZONE s.r.o.

Domain registration terms

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Article 1 - Introduction and scope

1.1 These terms govern the registration, renewal, transfer and administration of domain names and form an integral part of the Contract under Article 3.2 of the Terms.

1.2 For domains the Provider arranges registration through GRANSY s.r.o. **The exception is .sk domains**, for which the Provider acts as an **accredited registrar** with a direct contractual relationship with the SK-NIC registry.

1.3 The registration and administration of a domain is always governed by **the rules of the relevant registry**. The Provider cannot change those rules and, where they conflict with these terms, the registry's rules prevail.

1.4 Terms not defined here have the meaning given in the Terms.

Article 2 - The domain holder

2.1 **The Customer is the holder of the domain**, not the Provider. The Provider only arranges the registration and administers the domain under the Contract.

2.2 Ending the hosting services **has no effect on the term of the domain registration**. The domain remains the Customer's for the whole period for which it is registered, and the Customer may transfer it to another registrar at any time.

Article 3 - Order and registration

3.1 A domain is registered **only after payment has been credited**. The registry fee is non-refundable, so registration on credit is not possible.

3.2 The Provider **does not guarantee the availability** of the domain name requested. The result shown by the search tool on the website is indicative; what decides is the state at the registry at the moment of registration.

3.3 If the domain cannot be registered, the Provider will refund the price paid in full.

Article 4 - Holder data and its verification

4.1 The Customer provides **true, complete and up-to-date** holder data and keeps it up to date throughout the registration.

4.2 For generic domains (gTLDs) the ICANN rules impose a duty to **verify the contact e-mail within 15 days**. If the Customer does not verify it, **the domain is suspended** - the website and e-mail on it stop working until verification is completed. This obligation follows from the ICANN rules and the Provider cannot depart from it.

4.3 The holder's telephone number is a mandatory item. This follows from Article 28(2) of Directive (EU) 2022/2555 (NIS2) and from the legislation transposing it, which requires registrars to keep accurate and complete registration data including the holder's telephone number. The number is given in international format with a dot after the dialling code, for example +420.123456789.

4.4 The Provider's verification procedure (published under Article 28(3) of the NIS2 Directive): on ordering and on every change of holder data the Provider checks that the mandatory items are filled in and that the telephone number is in the required format, and **confirms the holder's contact e-mail**. The Provider will not submit an order or a change with incomplete data until it has been completed. The Provider does not verify the truth of the data beyond that scope; the Customer is responsible for its truth under Article 4.1.

4.5 The consequences of incomplete data are determined by the registry, not by the Provider:

- **gTLDs** - the e-mail verification under Article 4.2 applies in addition.
- **.cz** - without a telephone number CZ.NIC will not allow a change of data, a change of holder, a transfer to another registrar **or a renewal of the registration**.
- **.sk** - where data is incomplete or incorrect, SK-NIC may **cancel** the domain under its own rules if the data is not completed or corrected.

4.6 Untrue or out-of-date data may be a ground for cancelling the registration under the registry's rules.

Article 5 - Publication of data

5.1 Holder data is passed to the registry and, to the extent its rules allow, may be **publicly available** (WHOIS/RDAP). The extent differs from registry to registry.

5.2 The Provider **does not offer a holder data redaction service** (WHOIS privacy).

5.3 The processing of personal data is described in the Privacy policy.

Article 6 - Registration term and renewal

6.1 A domain is registered for the period stated in the order, normally one year.

6.2 The registration **renews automatically** unless the Customer turns renewal off in the Customer Portal. The Provider issues a proforma invoice **30 days before** the end of the period and gives notice by e-mail **30 and 5 days** in advance; it issues the tax document on the day payment is received (Article 9.4 of the Terms).

6.3 If the renewal is not paid by the end of the registration period, the domain **expires**.

Article 7 - Expiry and the grace period

7.1 After expiry a **grace period** follows under the registry's rules, during which the domain can still be renewed. Its length and conditions differ from registry to registry.

7.2 Renewal out of the grace period **may carry a fee under the relevant registry's price list**; not every registry charges one. Where the registry does charge, the Provider adds no mark-up of its own, but **the registry's fee is usually several times higher than an ordinary renewal**. The Provider tells the Customer the price in advance and will not renew without the Customer's agreement.

7.3 After the grace period ends the domain is released for anyone to register. Getting it back is then beyond the Provider's power.

Article 8 - Transferring a domain

8.1 **A transfer to the Provider** follows the registry's rules and normally extends the registration by one year.

8.2 **A transfer away from the Provider:** at the Customer's request the Provider issues the authorisation code **free of charge, within 5 working days**.

8.3 The Provider will not refuse or delay a transfer on the ground that other services are ending.

Article 9 - Change of holder

9.1 The Provider carries out a change of holder at the Customer's request under the registry's rules. Some registries require both parties' consent, and the change may start a lock period of its own that prevents a transfer.

Article 10 - Prices

10.1 The prices of registration, renewal and transfer derive from **the relevant registry's price list** and may change with it.

10.2 The prices shown on the Provider's website are updated **normally monthly, on the first day of the calendar month**. Where the relevant registry's price list changes, the Provider may update its own price list during the month as well.

10.3 For a renewal of the registration the decisive price is the one stated on the proforma invoice for the renewal, which the Provider issues **30 days before the end of the registration period** (Article 9.2 of the Terms); a later update of the price list under Article 10.2 does not apply to that renewal. This satisfies the period under Article 40 of the Terms and **no separate notice of the price list change is required alongside it**. The Customer may turn automatic renewal off under Article 12.3(a) of the Terms.

Article 11 - Consumers and withdrawal from the contract

11.1 A domain registration is **irreversible** at the registry. Where the Provider begins the registration on the Consumer's express consent to performance starting before the withdrawal period expires, the right of withdrawal **is lost**.

11.2 The Consumer gives the consent under Article 11.1 **by ticking the relevant box in the order form**, in line with Article 35.4 of the Terms. Confirmation of that consent forms part of the order confirmation on a durable medium under Article 4.5 of the Terms.

Article 12 - Domain disputes

12.1 Disputes over a domain name are resolved under the relevant registry's rules, in particular:

- **gTLDs** - UDRP proceedings under the ICANN rules,
- **.eu** - proceedings under the rules of the EURid registry,
- **.cz** - arbitration under the CZ.NIC rules,
- **.sk** - alternative dispute resolution under the SK-NIC rules.

12.2 The Provider **is not a party to such a dispute**, does not assess third-party claims to a domain name, and follows the decision of the competent body or registry.

12.3 Reporting illegal content on a website run on a domain is a different matter from a dispute over the domain name and is dealt with under Article 16 of Regulation (EU) 2022/2065 - see content reporting.

Article 13 - Liability

13.1 The Provider is not liable for the registry's decisions, for the suspension or cancellation of a domain for reasons on the Customer's side, or for unavailability caused by an outage at the registry.

13.2 The Provider is liable for submitting acts to the registry properly and in time, where the price has been paid and the Customer's data was complete.

Article 14 - Changes to these terms

14.1 Changes to these terms are governed by Article 40 of the Terms.

14.2 **A change to the relevant registry's rules is not a change to these terms** (Article 1.3) and is not subject to the period under Article 40 of the Terms.