

FOR INFORMATION PURPOSE ONLY! IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!

# Conditions for Using the mojID Service for Logging in to the Providers' Systems

Effective date of document: 25 May 2018

## 1. INTRODUCTORY PROVISIONS

- 1.1. This document sets out the conditions for Users with the mojID service provided by the CZ.NIC Association to log in to the Providers' systems and governs the relationships between the CZ.NIC Association and the Providers.
- 1.2. The terms used herein have the following meanings:
  - 1.2.1. **Price List** - a document issued by the CZ.NIC Association setting the prices for the Service to the Users and the Providers.
  - 1.2.2. **CZ.NIC** - CZ.NIC, a special-interest association of legal entities, identification number: 67985726, which provides the mojID service.
  - 1.2.3. **Contact** - a record of the User, an individual or a legal entity kept in the Identity Register. The Contact may be normal, (partially or fully) identified or validated. A normal contact is a Contact that is not identified or validated in accordance with the Rules. A normal contact cannot be used to provide the Service. An identified contact is a Contact for whom the basic identification of the User has been carried out. A validated contact is an Identified Contact for whom it is guaranteed that the process of the verification of the identity of the User (validation process) has taken place.
  - 1.2.4. **Contact Identifier** – a character string under which the Contact is registered. The Service Contact can only contain letters (without diacritics), digits and the “-” character (but not at the beginning or at the end or more than once consecutively), and its length must be at least 1 and at most 30 characters.
  - 1.2.5. **Service User Account** - contains the Contact information and other data according to Schedule 1 to the Rules and also information on how the Contact is used within the Service.
  - 1.2.6. **Contact Point** - a place for personal contact with the CZ.NIC Association. The current list of Contact Points is available at <https://www.mojeid.cz>. The Contact Points are used to perform validations and collect data for validations, among other things; that is why they are also known as validation points.
  - 1.2.7. **Conditions** - document entitled “Conditions for Using the mojID Service for Logging in to the Providers' Systems” issued by the CZ.NIC Association. The Conditions govern the relationship between the CZ.NIC Association and the Providers.
  - 1.2.8. **Provider** - an individual or a legal entity operating the systems to which third parties are given access using the Service.
  - 1.2.9. **Rules** - document entitled “Rules of Provision of the mojID Service to End Users” issued by the CZ.NIC Association. The Rules govern the relationship between the CZ.NIC Association and the User.
  - 1.2.10. **Identity Register** - an information system operated by the CZ.NIC Association containing the information concerning the Contacts. The Identity Register may be associated with a central register that CZ.NIC operates as a database of domain names, their holders, and other persons, or may be identical to the central register.
  - 1.2.11. **Service** - the mojID service provided by the CZ.NIC Association in accordance with the Rules and the Conditions. The Service is a free and open decentralised system for managing the electronic identities of the Users enabling the use of common identification data to access various information systems operated by different Providers.
  - 1.2.12. **User** - an individual or a legal entity to whom the Service is provided. The Rules govern the relationship between the CZ.NIC Association and the User.
  - 1.2.13. **Privacy Policy** – the Privacy Policy issued by the CZ.NIC Association.

## 2. SERVICE PROVISION

- 2.1. Assuming that the User has an Identified or Validated Contact in the Identity Register, the CZ.NIC Association undertakes to provide the Service to the User. In the event the User registers with the Provider through the Service and the CZ.NIC Association is asked by the Provider for the User's identity, the CZ.NIC Association shall verify the User's identity, inform the Provider of the outcome of the verification and furnish the Provider with the User data in accordance with the Rules.

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- 2.2. The Providers are separate individuals or legal entities operating the systems to which third parties are given access using the Service. The Providers or the CZ.NIC Association are not entitled to act on behalf of the other party.
- 2.3. Providers with limited access are Providers who have access to the Identity Register in a defined manner without a separate written agreement concluded with the CZ.NIC Association. A Provider with limited access may be furnished in accordance with the Rules with the data required by the Provider if the User does not restrict or extend the scope of such data. In the case of Providers with limited access, only the data required by the Provider as obligatory are offered as standard to the User in the appropriate interface of the Service as the data to be transmitted to the Provider. Providers with limited access accept the Conditions by allowing the Users to log in via the Service.
- 2.4. Providers with full access are the Providers who have access to the Identity Register based on a separate written agreement concluded with the CZ.NIC Association. The Provider with full access may be furnished in accordance with the Rules with the data required by the Provider if the User does not restrict the scope of such data. In the case of Providers with full access, the data required by the Provider as obligatory as well as optional are offered as standard to the User in the appropriate interface of the Service as the data to be transmitted to the Provider. The Providers with full access accept the Conditions by concluding a written agreement with the CZ.NIC Association. The CZ.NIC Association keeps and publishes a list of Providers with full access.
- 2.5. The Provider confirms that it is familiar with the content of the Rules and that it fully accepts the Rules as an integral part of these Conditions.
- 2.6. Any Provider who wishes to allow access to its system using the Service is obliged to implement the interface for using the Service in accordance with the conditions set out by the CZ.NIC Association in the document entitled "Technical Documentation for the mojID Service Implementation".
- 2.7. The Providers may not change the data in the Identity Register.

### **3. USER DATA**

- 3.1. The Identity Register is operated by the CZ.NIC Association. The CZ.NIC Association is the controller of the personal data kept in the Identity Register. The Provider becomes the controller of the personal data of the User by receiving such data from the Identity Register in accordance with the Rules.
- 3.2. The User shall be liable for the accuracy of the data provided to the CZ.NIC Association.
- 3.3. The Rules indicate the data which the User is obliged to provide to the CZ.NIC Association, or the data which are always processed by the CZ.NIC Association in connection with the provision of the Service.
- 3.4. CZ.NIC is entitled to provide state administration authorities and courts, including arbitration courts, in accordance with the law and for the purpose of proceedings before such authorities and courts or dispute resolution, with records of the use of the Service by the User, including the data provided to the Provider during such use. These data and records may only be provided if they refer to specific Users. Under the same conditions, CZ.NIC is also entitled to provide information on historical data, if available.
- 3.5. CZ.NIC is entitled to register and keep records of the use of the Service by the User, including the data transmitted to the Provider during such use, for no longer than 6 months.

### **4. TRANSMISSION OF USER DATA TO THE PROVIDERS**

- 4.1. The User data contained in the Contact are transmitted to the Providers in accordance with the Rules.
- 4.2. The Provider is entitled to determine the minimum amount of the User data which must be transmitted during the use of the Service (obligatory data) and the data which can be transmitted by the User optionally (optional data). The User is entitled to extend or restrict the scope of the data required by the Provider through the Service interface; however, the CZ.NIC Association shall not be held liable if the User cannot log in using the Service if the User disables the transmission of the data the Provider requires for logging in using the Service.
- 4.3. The Provider acknowledges that the handling of the transmitted data, including personal data, is a matter of the relationship between the User and the Provider. The Provider is obliged to acquaint the User with the Privacy Policy. The Provider is obliged to use the personal data of the User in accordance with the law.
- 4.4. The Provider may only use the transmitted data in accordance with the purpose for which the User provided such data, and always in a way that protect the rights and legitimate interests of the User.

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## **5. PRICE**

- 5.1. The prices for the provision of the Service to the Providers are set in the Price List.
- 5.2. The Provider is obliged to pay the price for providing the Service in the manner specified by the Price List.

## **6. RIGHTS AND OBLIGATIONS OF THE CZ.NIC ASSOCIATION**

- 6.1. The CZ.NIC Association does not provide content, information or other services. The CZ.NIC Association is not a representative, agent, contractor or partner of the Provider or the User. By using the Service to log in with the Provider, the CZ.NIC Association does not become a party to the relationship between the User and the Provider based on which the login occurs. The CZ.NIC Association only performs an independent and impartial verification of the identity for the purpose of accessing the systems operated by the Provider and undertakes to use reasonable efforts to identify or validate the Contact in accordance with the Rules.
- 6.2. The CZ.NIC Association shall not be held liable for:
  - 6.2.1. the availability of the Provider's systems to which the User logs on using the Service;
  - 6.2.2. the correct implementation of an interface for using the Service on the part of the Provider;
  - 6.2.3. the User data transmitted to the Provider in accordance with the Rules;
  - 6.2.4. the truthfulness, completeness or accuracy of the data on the User if verified in accordance with the Rules;
  - 6.2.5. the activities of the User in the Provider's systems;
  - 6.2.6. any breach of agreements with the Provider by the User;
  - 6.2.7. any breach of legal regulations by the User.
- 6.3. Under the terms and conditions set out in the Conditions and the Rules, the CZ.NIC Association undertakes to make every effort that may be reasonably required to ensure the fault-free and smooth operation of the Identity Register and the provision of the Service. The CZ.NIC Association may adopt technical measures aimed especially at reducing network traffic which threatens the stability of CZ.NIC systems, even if such measures lead or may lead to the reduced availability of the Service, the functionality of the Identity Register, etc. In that event, the CZ.NIC Association will not be held liable for any damage, but is obliged to make every effort that may be reasonably required to terminate such measures as soon as possible. No restriction or interruption of the Service under this provision shall result in an entitlement to a refund of the paid price or any portion thereof.

## **7. LIABILITY FOR DAMAGE**

- 7.1. The Provider shall be liable for damage caused to the CZ.NIC Association or the User in particular by breaching the Conditions or the Rules or by using the Service in conflict with its purpose.
- 7.2. The Provider acknowledges that the CZ.NIC Association is only responsible for the provision of the Service in accordance with the Conditions and the Rules, not for any other performance received or not received by the Provider based on the use of the Service from the Users or from third parties. Any liability for any damage incurred by the Provider as a result of an act or omission of the CZ.NIC Association in connection with the use of the Service is limited to an amount which corresponds to the total annual income that the CZ.NIC Association receives from the Provider in the course of one calendar year, though no more than CZK 50,000 annually; this does not apply if the natural rights of man are violated or if the damage is caused intentionally or due to gross negligence.

## **8. TERMINATION OF THE AGREEMENT AND TERMINATION OF THE SERVICE PROVISION**

- 8.1. The CZ.NIC Association is entitled to terminate the Service provision and prevent the Provider with limited access from using the Service if the Provider violated the provisions of the Conditions or the Rules.
- 8.2. The Provider with limited access is entitled to stop using the Service at any time, even without prior notification to the CZ.NIC Association.
- 8.3. The CZ.NIC Association is entitled to terminate the Service provision and prevent the Providers with limited access from using the Service without giving a reason, though no earlier than after 3 months from publishing the information of such Service provision termination at <https://www.mojeid.cz> or <https://www.nic.cz>.
- 8.4. The CZ.NIC Association is entitled to withdraw from the Agreement made between the CZ.NIC Association and the Provider with full access in the event the Provider repeatedly or substantially breaches the provisions of the Conditions or the Rules, with effect as of the date of receipt of the withdrawal notice by the Provider.

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- 8.5. The Provider is entitled to withdraw from the Agreement made between the CZ.NIC Association and the Provider with full access in the event the CZ.NIC Association repeatedly or substantially breaches the provisions of the Conditions or the Rules in relation to the Provider, with effect as of the date of receipt of the notice of withdrawal by the CZ.NIC Association.
- 8.6. The CZ.NIC Association and the Provider are entitled to terminate the Agreement made between the CZ.NIC Association and the Provider with full access without giving a reason with a three-month notice period, commencing on the date of receipt of the termination notice by the other Party.
- 8.7. The termination of the Agreement or the termination of the Service provision shall not result in the entitlement to a refund of the paid price or any portion thereof.

## **9. COMMUNICATION**

- 9.1. The CZ.NIC Association and the Provider communicate through the interface designed for those purposes by the CZ.NIC Association.
- 9.2. Written communication according to these Rules is considered as preserved if carried out by electronic or other technical means enabling the receipt of the content of such communication and the identification of the persons conducting the communication.

## **10. DISPUTE RESOLUTION BETWEEN THE PROVIDER AND THE CZ.NIC ASSOCIATION**

- 10.1. If the Provider with limited access and the CZ.NIC Association are not able to resolve a dispute concerning the Service Provision and if the Provider with limited access files a petition against the CZ.NIC Association at the Arbitration Court attached to the Czech Chamber of Commerce and the Czech Agrarian Chamber, the CZ.NIC Association will respect the jurisdiction of this Arbitration Court as long as the arbitral proceedings are conducted by three arbitrators in Prague in the Czech language according to the Rules of the aforementioned Arbitration Court and without the exclusion of hearings, and as long as the arbitration award is final and binding on both parties. In other cases, the general courts of the Czech Republic have jurisdiction for solving disputes between the Provider with limited access and the CZ.NIC Association.
- 10.2. If the Provider with full access and the CZ.NIC Association are not able to resolve a dispute concerning the Service Provision, such a dispute shall be decided in arbitral proceedings conducted before the Arbitration Court attached to the Czech Chamber of Commerce and the Czech Agrarian Chamber. The arbitral proceedings will be conducted in Prague by three arbitrators in the Czech language according to the Rules of the aforementioned Arbitration Court. The arbitration award shall be final and binding on both parties.

## **11. DOCUMENT CHANGES**

- 11.1. CZ.NIC is entitled to change the Conditions, the Rules, the Price List, the technical requirements for the Service and any other related documents at any time, including the Privacy Policy. The current versions of these documents are always available at <https://www.mojeid.cz>.
- 11.2. CZ.NIC is required to publish any changes to the documents listed in Article 11.1 at least one month prior to the date on which such changes are to take effect, by publishing the change at <https://www.mojeid.cz> or <https://www.nic.cz>.
- 11.3. There can be no amendments, reservations, limitations or variations concerning these Conditions or any related documents.
- 11.4. The Provider is entitled to reject the changes of the documents under Article [11.1](#) and stop using the Service (in the case of Providers with limited access), or terminate the Agreement by written notice of termination delivered to the CZ.NIC Association no later than the day preceding the effective date of the document change, with effect as of the day preceding the effective date of the document change.