

# Příloha č. 1

## Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

### Notes:

- 1. This policy is now in effect. See [www.icann.org/udrp/udrp-schedule.htm](http://www.icann.org/udrp/udrp-schedule.htm) for the implementation schedule.**
  - 2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).**
  - 3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.**
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Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

**1. Purpose.** This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

**2. Your Representations.** By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

**3. Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

### **1. Mandatory Administrative Proceeding.**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at [www.icann.org/en/dndr/udrp/approved-providers.htm](http://www.icann.org/en/dndr/udrp/approved-providers.htm) (each, a "Provider").

**a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

**b. Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

**c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

**e. Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

**f. Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

**g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

**h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

**j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

**5. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

**6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

**7. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

**8. Transfers During a Dispute.**

**a. Transfers of a Domain Name to a New Holder.** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**b. Changing Registrars.** You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

**9. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration

## Příloha č. 2

Obr. 1



The image shows a screenshot of a satirical website. At the top left, the URL 'microsoftsite.com' is visible. The main title is 'MICROSOFT'S site' in a large, bold, white font on a blue background. To the right of the title is a logo consisting of four colored squares (red, yellow, green, blue) arranged in a 2x2 grid. Below the title, there are two main sections. The first section features a cartoon illustration of a brown dog with a white collar, labeled 'My dog, Microsoft'. The second section features a cartoon illustration of a man's head with black hair and green eyes, labeled 'Me, the owner of Microsoft'. To the right of these illustrations is a white box with a blue border containing a list of links. The text in the white box reads: 'This is a site about my dog Microsoft. Check out his favorite stuff-'. The list of links includes: 'Places to eat', 'Activities', 'Hobbies', 'Bitches', 'Information', 'Stock picks', and 'My portfolio'. At the bottom of the page, there is a dark blue section with white text that reads: 'This is the story of Microsoft....' followed by a paragraph of text: '....and I'd just like to let everybody know the truth. First of all, I own Microsoft. There's a company out there that thinks THEY own Microsoft. Well, those liars are a bunch of greedy bastards.. Microsoft's mine and I've owned Microsoft for a long time now.. I'm a sell out and the only reason I have this site is to make money. I think I'll sell Microsoft T-shirts, Microsoft cups, pens, shoes, donkeys.... It's all gotta go. Check out Microsoft's bitches and the other sites I've done on here. I hope you like them.' Below this text is a 'Contact:' section with the email address 'Paul@Microsoftsite.com'.

Náhled webové stránky na adrese [www.microsoftsite.com](http://www.microsoftsite.com) ze dne 19. října 2000.

(zdroj: [Internet Archive: Wayback Machine](http://Internet Archive: Wayback Machine))

Obr. 2



Příklady nekomerčního parkování

Obr. 3

The screenshot shows the homepage of Sseznam.cz. At the top left is the logo "Sseznam.cz" with the tagline "Get what you need now". The date "February 6, 2011" and a language selector set to "English" are in the top right. A red box highlights the text "This domain may be for sale" with a red arrow pointing to the number "1". Below this is a navigation bar with "RELATED SEARCHES" and links to "Help Desk Software", "Domain Registration", "Airline Tickets", "Seznam Cz", and "Network Monitoring". The main content area is titled "related searches" and contains two columns of links, each with a right-pointing arrow icon. The link "Seznam Cz" is highlighted with a red box and a red arrow pointing to the number "2". Below this is a "popular categories" section with a grid of links under four headings: Security, Downloads, Communications, and More. At the bottom, a search bar with a magnifying glass icon and a "SEARCH" button is highlighted with a red box and a red arrow pointing to the number "3". A "Privacy Policy" link is visible at the very bottom.

### Příklad komerčního parkování.

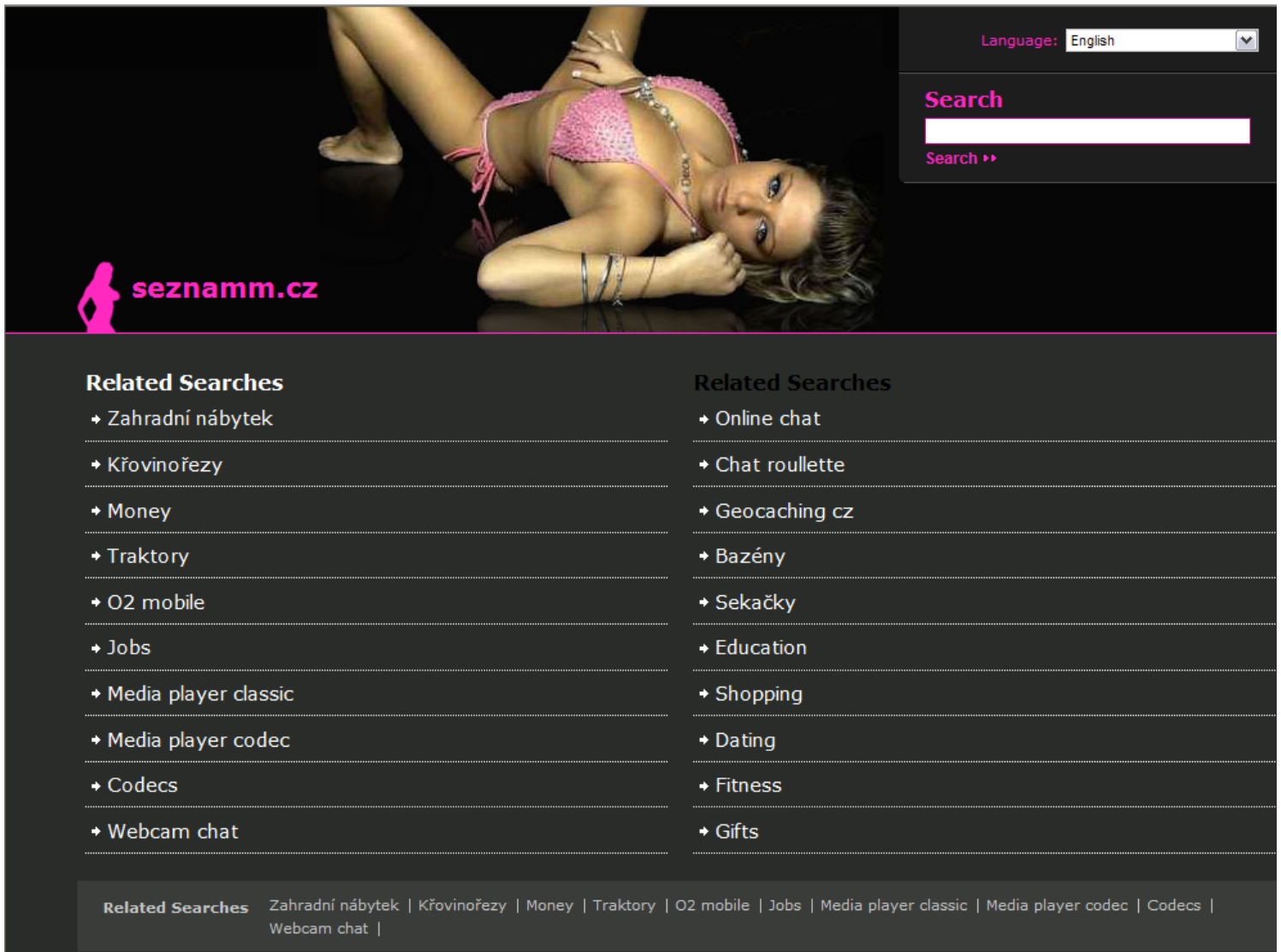
Internetová stránka provozovaná pod doménovým jménem sseznam.cz

Legenda:

1. Nabídka doménového jména k prodeji.
2. Odkazy, které vedou jen na další reklamní stránky.
3. Vyhledávací okénko.



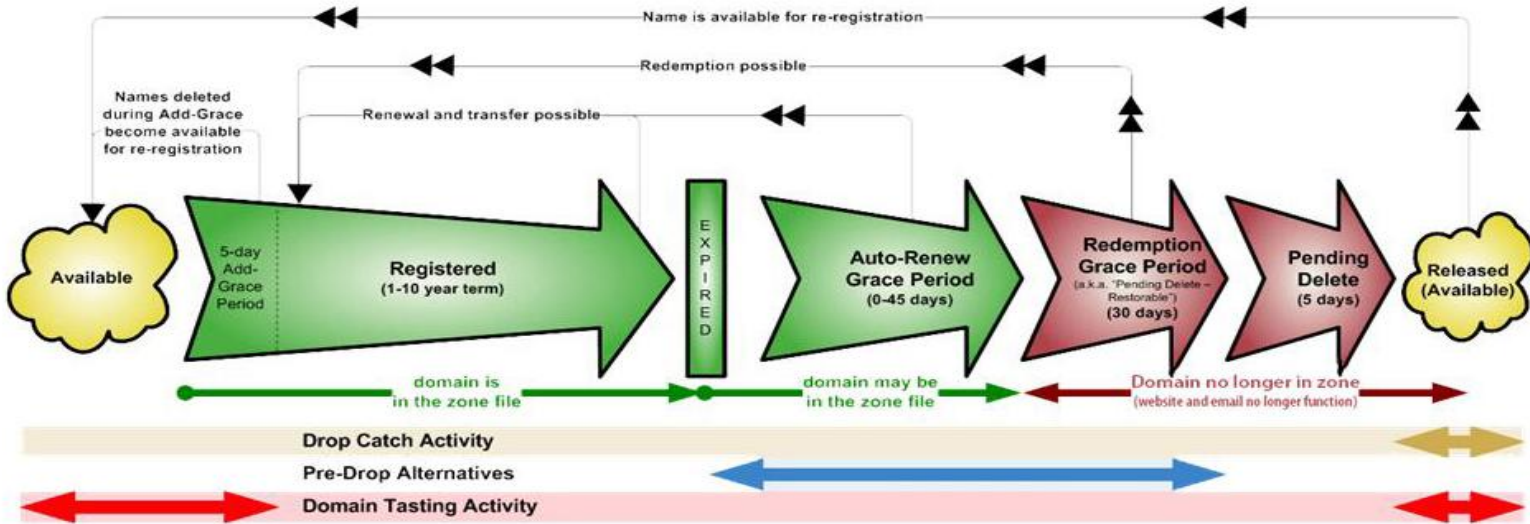
Obr. 4



Parkovací stránky mají různou podobu

Obr. 5

### Life Cycle of a Typical gTLD Domain Name



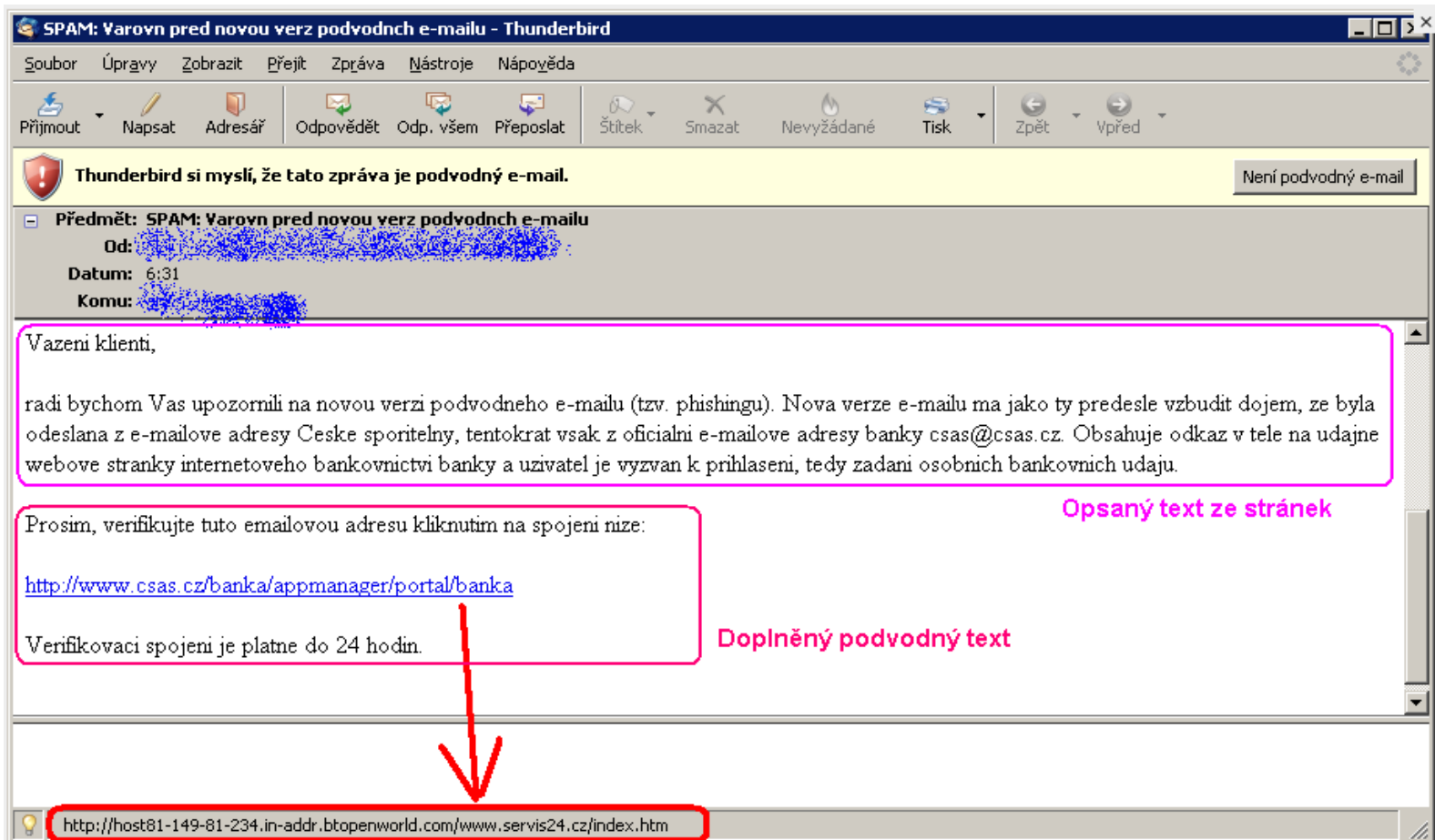
Some registrar activity post-expiration may not be reflected in the life cycle chart above.

(zdroj: ICANN)

Legenda:

<b>Available</b>	Doménové jméno je volně dostupné k registraci.
<b>Add Grace Period</b>	Zpravidla 5 denní lhůta, po kterou může registrant zrušit registraci, aniž by musel platit registrační poplatek.
<b>Registered</b>	Doménové jméno lze zaregistrovat na období 1-10 let, registraci lze opětovně prodloužit.
<b>Expired</b>	Den expirace doménového jména
<b>Auto-Renew Grace Period</b>	Ochranná zpravidla 45 denní lhůta, po kterou může pouze držitel doménového jména nebo registrátor dodatečně prodloužit registraci, ačkoliv již doménové jméno expirovalo.
<b>Redemption Grace Period</b>	Dodatečná lhůta pro obnovení doménového jména, zavedena, aby se zabránilo nechtěné ztrátě doménového jména. V tomto období je doménové jméno v držení registrátora. Doménové jméno je stále v registru, avšak je nefunkční - nevede na stránky držitele, což mu umožňuje detekovat, že doménové jméno má zrušeno. Zaplatí-li držitel v tomto období poplatek za revitalizace, je doménové jméno opětovně zfunkčнено a dochází k prodloužení, zpětně ke dni expirace.
<b>Pending Delete</b>	Není-li doménové jméno prodlouženo ani v předešlém období, je vyřazeno z registru a přístupné k všeobecné registraci.
<b>Drop Catch Activity</b>	Období dropcatchingu.
<b>Pre-Drop Alternatives</b>	Domain warehousing, zjišťování data expirace, testování návštěvnosti
<b>Domain Tasting Activity</b>	Období domain tastingu.

Obr. 6



**Příklad phishingového emailu, který byl zaslán českým uživatelům od listopadu 2008. Česky psaný text byl okopírován ze stránek České Spořitelny, která své klienty varovala před phishingovými útoky. Hypertextový odkaz vedoucí na phishingové stránky včetně zbylého textu byl doplněn rhybáři.**

(zdroj: [HOAX](#))

Obr. 7



**Méně povedený phishingový email z března 2008.**  
**Falešný odesílatelem Citi Bank**  
(zdroj: HOAX)

Obr. 8

Přihlášení uživatele - Mozilla Firefox

Soubor Úpravy Zobrazit Přejít Záložky Nástroje Nápověda

http://202.157.132.58:9070/index.htm

LINKA SERVIS 24 844 11 11 44

SERVIS 24 INTERNETBANKING

ČESKÁ SPOŘITELNA

PŘIHLÁŠENÍ SERVIS 24 English version

HESLEM KLIENSKÝM CERTIFIKÁTEM KALKULÁTOREM

Klientské číslo  
Heslo  
Bezpečnostní kód

ODESLAT

V přihlašovacím dialogu vyplňte, prosím, své **klientské číslo** služby SERVIS 24 a **heslo** internetového bankovníctví (případně aktuální heslo pro službu Telebanking). Po řádném zadání přihlašovacích údajů klikněte na tlačítko **Odeslat** pro vstup do aplikace internetového bankovníctví. K prvnímu přihlášení potřebujete znát také **bezpečnostní kód**. Bez tohoto kódu by Vaše první přihlášení nebylo úspěšné.

**Bezpečnostní upozornění**

Rádi bychom Vás upozornili na rizika spojená s používáním nezabezpečeného počítače k přístupu do aplikace SERVIS 24 Internetbanking. Věnujte prosím pozornost následujícím radám.

- Používejte legální a aktualizovaný operační systém, aktuální antivirový program, antispyware a personální firewall.
- Věnujte zabezpečení Internetbankingu alespoň takovou pozornost, jako věnujete zabezpečení svého bydlení, auta a jiného majetku.
- Neotvírejte e-mailové zprávy od adresátů, které neznáte

Hotovo

Phishingová stránka na které klienti měli zadávat své přihlašovací údaje a hesla. Namísto doménového jména je v adresním řádku pouze IP adresa, což může uživateli indikovat, že není něco v pořádku.

[Sign Up](#) | [Log In](#) | [Help](#) | [Security Center](#)

[English](#) -

**PayPal**

[Home](#) | [Personal](#) | [Business](#) | [Developers](#)

[How PayPal Works](#) | [Pay Online](#) | [Send Money](#) | [Get Paid](#) | [Products & Services](#)

**Account login**

Email address

PayPal password

Go to  
My account

[Problem with login?](#)

New to PayPal? [Sign up.](#)

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**238,583,411**  
Accounts Worldwide

**Get to Know PayPal**

[How PayPal Works](#)

[Getting Started](#)

[Managing Your Account](#)

[Great Ways to Use PayPal](#)

[Top 10 Things to Know about PayPal](#)

**PayPal Shopping**

**FIND MORE OF WHAT YOU LOVE FOR LESS**

**SAVE UP TO 20% ON TOP BRANDS**

**Pay Online**

Shop and pay online quickly and securely.

**Send Money**

Send money to anyone with an email address.

**Get Paid**

Accept online payments for items you sell.

Looking to accept credit cards or set up a merchant account? Visit [Merchant Services](#)

NEW  
FREE  
APP

**NOW YOUR ANDROID™ CAN BUMP**

Send money to a friend just by bumping your Android phones together.

**All Personal Products & Services**

<p><a href="#">Pay Online</a></p> <p><a href="#">PayPal Shopping</a></p> <p><a href="#">PayPal Store Directory</a></p> <p><a href="#">PayPal Credit</a></p> <p><a href="#">Shop via Your Mobile</a></p>	<p><a href="#">Send Money</a></p> <p><a href="#">Send Money Online</a></p> <p><a href="#">International Money Transfer</a></p> <p><a href="#">To Your Teen</a></p> <p><a href="#">Via Your Mobile</a></p>	<p><a href="#">Get Paid</a></p> <p><a href="#">Sell on eBay</a></p> <p><a href="#">Accept Credit Cards</a></p> <p><a href="#">Request Money</a></p> <p><a href="#">Fundraise</a></p> <p><a href="#">Merchant Services</a></p>	<p><a href="#">Other</a></p> <p><a href="#">Student Account</a></p> <p><a href="#">PayPal Mobile</a></p> <p><a href="#">Money Market Fund</a></p> <p><a href="#">PayPal Debit Card</a></p> <p><a href="#">Bill Me Later</a></p>
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Srovnání legitimní internetové stránky s podvodnou. Kvalita phishingových stránek se neustále zvyšuje. Dnes již jsou designově k nerozeznání od stránek legitimních. (zdroj: [Internet Archive: Wayback Machine](#))



Home | **Personal** | Business | Developers

How PayPal Works | Pay Online | Send Money | Get Paid | Products & Services

Account login

Email address

PayPal password

Go to

My account ▾

[Problem with login?](#)

New to PayPal? [Sign up.](#)

223,424,407  
Accounts Worldwide

Get to Know PayPal

[How PayPal Works](#)

[Getting Started](#)

[Managing Your Account](#)

[Great Ways to Use PayPal](#)

[Top 10 Things to Know about PayPal](#)

## WELCOME TO PayPal

The world's most-loved way to pay and get paid. [Learn More](#)

PayPal Shopping



### FIND MORE OF WHAT YOU LOVE FOR LESS

## SAVE UP TO 20% ON TOP BRANDS

### Pay Online

Shop and pay online quickly and securely.

### Send Money

Send money to anyone with an email address.

### Get Paid

Accept online payments for items you sell.

Looking to accept credit cards or set up a merchant account? Visit [Merchant Services](#)

PayPal Shopping

## GET UP TO 20% OFF TOP BRANDS.

### All Personal Products & Services

#### Pay Online

[PayPal Shopping](#)

[PayPal Store Directory](#)

[PayPal Credit](#)

[Shop via Your Mobile](#)

#### Send Money

[Send Money Online](#)

[International Money Transfer](#)

[To Your Teen](#)

[Via Your Mobile](#)

#### Get Paid

[Sell on eBay](#)

[Accept Credit Cards](#)

[Request Money](#)

[Accept Donations](#)

[Merchant Services](#)

#### Other

[Student Account](#)

[PayPal Mobile](#)

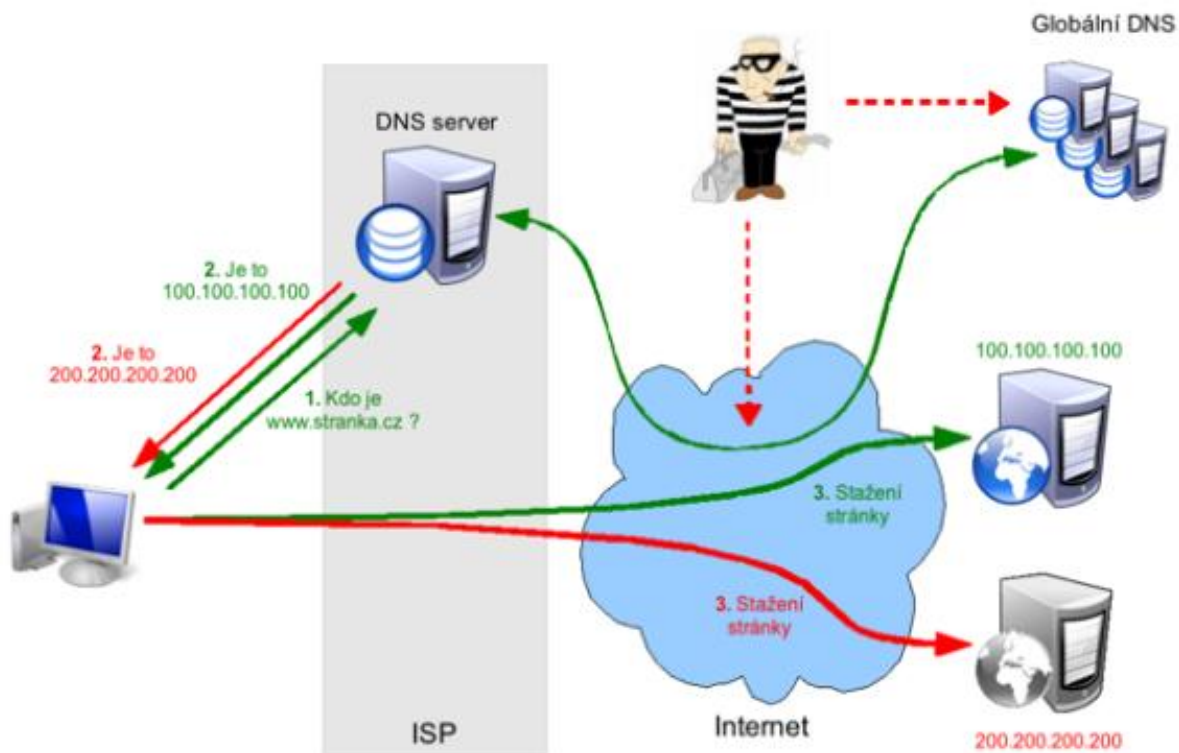
[Money Market Fund](#)

[PayPal Debit Card](#)

[Bill Me Later](#)



Obr. 11



**Ilustrativní znázornění pharmingu.**

Namísto korektní adresy (zelené šipky) napadený DNS server poskytuje pharmařem podvrženou IP adresu serveru, se kterým se uživatel spojí a bez obav zadává své údaje, aniž by tušil, že se nachází v jiné onlinové lokalitě (červené šipky)

(Zdroj: [CZ.NIC](http://CZ.NIC))

Obr. 12

```
# Pharming Hosts file
200.1.1.10 www.mybank.com
200.1.1.10 mail.mybank.com
200.1.1.10 www.hotmail.com
200.1.1.10 passport.microsoft.com
200.1.1.10 login.passport.net
200.1.1.10 webmail.yahoo.com
200.1.1.10 www.hushmail.com
200.1.1.10 mail.google.com
200.1.1.10 www.google.com
```

Ukázka přepisu záznamů v souboru hosts; korektní adresy nahrazeny IP adresou pharmaře.



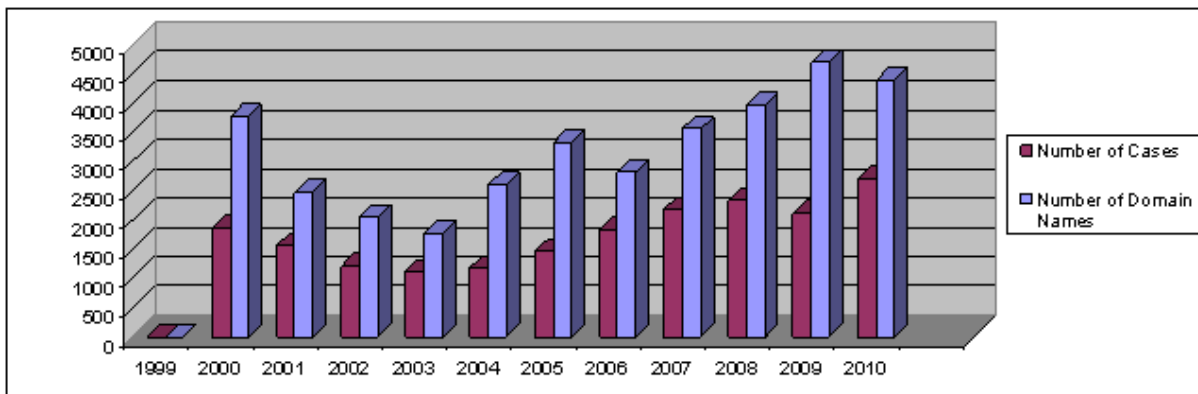
Obr. 13



Příklad blending cybersquattingu.

Součástí doménového jména je všeobecně známá OZ, za účelem získání návštěvnosti cílové online lokality, na které lze najít elektronický obchod a stránky pro dospělé.

Graf 1



Počet případů řešených WIPO v průběhu let 1999-2010.