

Rules of Domain Names Registration under ccTLD .cz

In effect as of ~~1 January 2010~~ ~~30 September 2008~~

1. INTRODUCTORY PROVISIONS

- 1.1. This document determines the rules for the registration and delegation of the second-level Domain Names under ccTLD .cz.
- 1.2. The terms used in these Rules of Registration have the following meaning:
 - 1.2.1. **Central Register** – a database of Domain Names, their holders and other persons administered by CZ.NIC. The Central Register is the source for Domain Name delegation into the CZ zone administered by the primary name server.
 - 1.2.2. **CZ.NIC** – an interest association of legal entities CZ.NIC, identification number 67985726.
 - 1.2.3. **Delegated Domain Name** – a registered Domain Name for which CZ.NIC maintains a record on the primary name server (“CZ zone”).
 - 1.2.4. **Day of Registration** – the day when the registration of the Domain Name in the Central Register occurs.
 - 1.2.5. **Day of Expiration** – the day following the day on which the expiration of the registered Domain Name occurs.
 - 1.2.6. **ccTLD .cz** - country code Top Level Domain (top-level domain, also called the national domain) of the Czech Republic.
 - 1.2.7. **Domain Name** – second-level domain consisting of a permissible combination of permissible characters.
 - 1.2.8. **Holder** – natural person or legal entity who registered the Domain Name; if the name of the company or organization is not included in the record, the person who submitted the request for the Domain Name is considered the Holder; if the name of the company or organization is included, it is considered to be the Holder.
 - 1.2.9. **Contact** – the record of a specific person (natural or legal) maintained in the Central Registry. A Contact may be administrative, technical or in the Holder’s role.
 - 1.2.10. **Rules of Alternative Dispute Resolution** – a document published by CZ.NIC, containing the Holder’s public proposal of arbitration, which forms an integral part of the Rules of Registration.
 - 1.2.11. **Rules of Registration** – the document “Rules of Domain Names Registration under ccTLD .cz” published by CZ.NIC.
 - 1.2.12. **Registrar** – a subject entitled to access in a defined way the Central Register and submit requests for the changes of records administered by the Central Register. All changes of the Central Register can be done only through a Registrar.
 - 1.2.13. **Key Set** – a record file containing at least one ~~DNS key (Delegation Signer) record according to RFC4034~~ intended for secure delegation of the domain name by means of the DNSSEC technology and at least one technical Contact.
 - 1.2.14. **Nameserver Set** – a record file containing at least 2 nameservers and at least one technical Contact.
 - 1.2.15. **Appointed Registrar** – the Registrar for a specific Domain Name appointed by the Holder, for a specific Contact appointed by the Contact concerned, for a specific Nameserver Set appointed by the technical Contact of the nameservers, or for a specific Key Set appointed by the Contact of the Key Set concerned. A single Appointed Registrar is set for every registered Domain Name, Contact, Nameserver Set and Key Set.
 - 1.2.16. **Applicant** – a natural person or legal entity submitting a request for registration of the Domain Name.

2. DOMAIN NAME REGISTRATION

- 2.1. Domain Names are registered through a Registrar.

- 2.2. The Registrar is obliged to obtain the consent of every Applicant to the current version of the Rules of Registration as a condition of the Domain Name registration. This consent is obtained only if the up-to-date version of the Rules of Registration was accepted by the Applicant, so that the consent of the Applicant to the contents of the Rules of Registration is apparent. The following is considered to be a valid consent:
 - 2.2.1. A Domain Name registration order has been placed,
 - 2.2.2. The price has been paid for the Domain Name registration or, if relevant, for any other service that the Registrar may connect with registering the Domain Name,
 - 2.2.3. The Holder has begun to use a Domain Name, or
 - 2.2.4. The Holder has effected any other act toward the Registrar or CZ.NIC, provided that such an act pertains to changing records on the given Domain Name that are kept in the Central Registry.
- 2.3. The individual giving consent to the current version of the Rules of Registration on behalf of the Applicant in connection with an application for Domain Name registration at the same time declares that he or she is authorized to act on the Applicant's behalf in this matter.
- 2.4. Registrars are obliged to make available and document at any time by request of CZ.NIC the consent of the Holder to the current version of the Rules of Registration on the date of registration, according to Paragraph 2.2. CZ.NIC is entitled to make available and document such information to the court of justice, arbitration court or other state authority for the purposes of legal, arbitration, administrative, criminal or any other proceedings.
- 2.5. CZ.NIC registers the Domain Names according to the order in which the individual registration requests submitted through the Registrars were delivered. CZ.NIC files the records of every received registration request.
- 2.6. The Domain Name is registered always for an entire year beginning with the Day of Registration of the Domain Name, up to a max. of 10 years.
- 2.7. Upon the registration of a Domain Name, the Domain Name is reserved for the Holder for the specified period of time.
- 2.8. CZ.NIC will register the Domain Name if
 - 2.8.1. the registration request does not contain any imperfections preventing it from further processing;
 - 2.8.2. the existing Domain Name has been assigned with an existing Contact in the role of the Holder;
 - 2.8.3. all required information has been properly filled in;
 - 2.8.4. the Applicant agreed with the current version of the Rules of Registration and Rules of Alternative Dispute Resolution;
 - 2.8.5. the requested Domain Name is not, at the time of processing of the request, registered by the Central Register;
 - 2.8.6. the requested Domain Name conforms to the regulations for the creation of Domain Names (see Article 10), and
 - 2.8.7. applicable payments of appropriate prices are settled concurrently with the registration.

3. DOMAIN NAME REGISTRATION RENEWAL

- 3.1. Domain Name registration may be renewed by means of the Appointed Registrar.
- 3.2. Domain Name registration may even repeatedly be renewed for whole multiples of a year, yet for no more than 10 years. CZ.NIC will renew a registration if
 - 3.2.1. CZ.NIC receives a request for registration renewal at the latest on the day on which the period for which the Domain Name was registered elapses (this is without prejudice to the possibility to renew a Domain Name registration during the protection period according to Article 6.2);
 - 3.2.2. the Holder agreed with the current version of the Rules of Registration on the date of the registration renewal, whereas the provisions in Articles 2.2, 2.3 and 2.4 are used similarly;
 - 3.2.3. applicable payments of appropriate prices are settled concurrently.

4. DOMAIN NAME DELEGATION

- 4.1. A registered Domain Name does not have to be Delegated. Nullification of the Domain Name Delegation does not affect the Domain Name registration.
- 4.2. CZ.NIC delegates a registered Domain Name, to which just one Nameserver Set is assigned.
- 4.3. CZ.NIC is entitled to conduct periodic technical inspections of name servers in the Nameserver Set and of ~~DNS keys (Delegation Signer) records~~ in the Key Set assigned to the Domain Name.
- 4.4. When a Domain Name registration is cancelled, the Domain Name delegation is terminated without further ado. When the assignment of a Nameserver Set to a Domain Name is canceled, the Domain Name delegation is canceled with further ado. Under the terms and conditions defined by these Rules of Registration, a Domain Name delegation may also be canceled if a Nameserver Set is still assigned to it.

5. DOMAIN NAME TRANSFER

- 5.1. CZ.NIC will register a change of the Domain Name Holder (a Domain Name transfer) upon request submitted through the Appointed Registrar of the given Domain Name. The Appointed Registrar may submit a request for a change of the Domain Name Holder upon written request of the Holder and the future Holder.
- 5.2. The Registrar is obliged to acquire the consent of the future Holder to the current version of the Rules of Registration and the Rules of Alternative Dispute Resolution on the date of the transfer of the Domain Name, while the provisions in Articles 2.2, 2.3 and 2.4 are applied similarly.
- 5.3. No entitlement to a refund of the paid price or any part thereof arises for the Holder from its Domain Name transfer.
- 5.4. The transfer of the Domain Name does not affect the latter's Day of Expiration.

6. TERMINATION OF THE DOMAIN NAME REGISTRATION

- 6.1. CZ.NIC will cancel the registration of a Domain Name upon request submitted through the Appointed Registrar of the Domain Name. No entitlement to a refund of the paid price or any part thereof arises from canceling the registration of a Domain Name.
- 6.2. If a Domain Name registration is not renewed before the Day of Expiration (Article 3), then on the Day of Expiration the Domain Name enters a "protection period" of 45 days.
 - 6.2.1. The Domain Name registration may be renewed in compliance with Article 3 hereof retroactively from the Day of Expiration..
 - 6.2.2. If the Domain Name is not renewed in the first 30 days of the protection period, CZ.NIC is entitled to terminate the Delegation of the Domain Name. In such a case, the Domain Name delegation cannot be renewed, not even by changing details in the assigned Nameserver Set or by assigning a different Nameserver Set to the Domain Name concerned.
 - 6.2.3. The registration of a Domain Name expires when the protection period has elapsed unless the Domain Name registration is renewed during the protection period.
- 6.3. If the agreement between an Appointed Registrar and CZ.NIC is terminated, based on which the Appointed Registrar enjoyed the Registrar status, the registrations of Domain Names registered through the Appointed Registrar will not be terminated. The Holder may designate another Appointed Registrar at any time afterwards.

7. REGISTRATION OF CONTACTS

- 7.1. A single Contact can be used for more than one Domain Name (Contact in the role of a Holder or an administrative Contact), Nameserver Set (a technical Contact) or a Key Set (a technical Contact).
- 7.2. Contacts are registered by means of a Registrar. By filing an application in this respect, the given person expresses its consent to these Rules of Registration by means of the Registrar.

8. CHANGES AND THEIR AUTHORIZATION

- 8.1. The wording of a Domain Name cannot be modified.

- 8.2. The Registrar, who requested the change, is responsible towards CZ.NIC for authentication, authorization and validity of such an instruction.
- 8.3. CZ.NIC will change data in the Central Registry upon request by the persons that are stated for each of the Domain Names, Contacts, Nameserver Sets, and Key Sets, as the persons authorized to make such changes, provided that the request is submitted by means of the relevant Registrar.
- 8.4. For a Contact that is a legal entity, apart from the person stated in the Contact record, acts may also be effected by a person or persons authorized to act on behalf of the legal entity. In such a case, an officially certified signature is required for the authentication. The officially certified signature shall also be accompanied by an original or certified copy of an excerpt from the Commercial Register (not older than 3 months) or an excerpt from an analogous registry. The name of the legal entity in the official excerpt must be identical with the legal entity's name stated in the Contact in the field meant to show the name of the company or organization; the confirming person(s) must be authorized to act on behalf of the legal entity in line with the official excerpt. If the authorized person is represented, then appended to the confirmation must also be a Power of Attorney with an officially authenticated signature.
- 8.5. If multiple persons are entered in the Central Registry that are competent to make the same change, then the change can be made upon request by any of these persons.

8.6. Changing Domain Name information

A request for changing Domain Name data may only be made by means of the Appointed Registrar except for changing the Appointed Registrar itself; this type of change can only be made by means of a new Appointed Registrar.

Item name	Contact entitled to confirm the change
Domain Name	Cannot be changed
Holder	Contact in the role of Holder
Administrative Contact	Holder, administrative Contact
Appointed Registrar	Holder, administrative Contact
Nameserver Set	Holder, administrative Contact, technical Contact for the existing Nameserver Set
Key Set	Holder, administrative Contact, technical Contact for the existing Key Set
Transfer Holder change	Holder and a the new Holder
Termination	Holder

8.7. Changing Contact information

Contact data may be changed by means of the Appointed Contact Registrar.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Other data (excl. identifier)	Relevant Contact

8.8. Changing Nameserver Set information

Nameserver Set data may be changed by means of the Appointed Registrar of the Nameserver Set.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Technical Contact	Technical Contact
Nameserver	Technical Contact
Termination	Technical Contact

8.9. Change of the Key Set data

Key Set data may be changed by means of the Appointed Registrar of the Key Set.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Technical Contact	Technical Contact
DNS (Delegation Signer) record key	Technical Contact
Termination	Technical Contact

9. PRICE

- 9.1. The price of the services provided by the Registrar to the Holder is set by an agreement between the Registrar and the Holder.
- 9.2. The price of individual services provided by CZ.NIC to the Registrars can be found in the CZ.NIC price list, which is available to Registrars.

10. RULES FOR CREATING A DOMAIN NAME

- 10.1. Domain Names must conform to regulations RFC¹ 1034, 1035, 1122, 1123 and any regulations superseding or amending these. This concerns especially the following conditions:
 - 10.1.1. Domain Name may contain only characters [a-z,0-9,-];
 - 10.1.2. The maximum Domain Name Length is not more than 63 characters;
 - 10.1.3. A Domain Name must not begin or end with "-" character;
 - 10.1.4. A Domain Name must not contain two characters "-" in sequence.
- 10.2. CZ.NIC may cancel the registration of a Domain Name that is worded contrary to the rules for domain name creation.

11. PERSONAL DATA PROTECTION; CENTRAL REGISTER DATA

- 11.1. The Central Register is kept by the CZ.NIC association or an entity authorized by it. The CZ.NIC association is the administrator of personal data kept in the Central Register. The Registrar is a processor of such data.
- 11.2. A person submitting an application for the registration of a Domain Name, Holder or Contact, or an application for changing data pertaining to a Domain Name, Holder or Contact
 - 11.2.1. grants by lodging such an application his/her consent with processing his/her personal data specified in the application for the purpose of maintaining and administering the Central Register, as well as with making such data public through the mediation of the Internet within the framework of information services rendered by the CZ.NIC association.
 - 11.2.2. is liable for the correctness of all data specified in the registration application pertaining to persons mentioned in such an application, and declares that these are not cover names, that such a person has obtained consent from all persons whose personal data are to be recorded in the Central Register on the basis of the application, and undertakes to obtain such consent in the event of any changes of such persons or data pertaining to such persons.
 - 11.2.3. is obliged to report any changes of the data submitted to the CZ.NIC association through the mediation of the Registrar without any undue delay.
 - 11.2.4. is obliged to act in such way that in consequence of his/her doing no duplicate records of Contacts arise, and no identical Contacts differing only in the identifier are kept in the Central Register.
- 11.3. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.
- 11.4. CZ.NIC is entitled to call on the Holder, or the person concerned, to provide any information essential for the identification of these persons, especially date of birth and identification numbers (IN), namely in the case that providing such information is necessary for unambiguous identification within the framework of a legal, arbitrary, administrative or criminal or any other proceedings in progress; CZ.NIC is entitled to provide such additionally acquired information for the purpose of such proceedings.
- 11.5. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets can be marked as hidden. In the case that such a piece of information is marked as hidden, it means that it is not published through the public information services (WHOIS), but the right of CZ.NIC to keep such information in the Central Register and to provide it for technical reasons necessary for running the Central Register to the Registrars remains unaffected.
- 11.6. CZ.NIC is entitled to provide information marked in the Central Register as hidden to the state administrative bodies and to the courts of justice including the arbitration court, in compliance with the law and within the framework of their official activity or within the framework of the arbitration.

¹ Request For Comments – it means denomination of a series of documents containing researches, measurements and observations as well as proposed and accepted standards for the TCP/IP protocol

Therefore, it is possible to provide only information related to the specific Contacts or specific Domain Names. Under the same conditions, CZ.NIC is also entitled to provide information about historical data, if available.

44.6.11.7. Upon request of the current Domain name Holder, CZ.NIC will provide historical data from the Central Register which pertain to the Domain Name, i.e. data about the previous Domain name Holders since the date of the most recent Domain name registration for the maximum of last 5 years. For the purpose of this provision, the term "historical data" refers to such data about the previous Holders which cannot be designated as hidden as in Appendix No. 1; data about the current Holder are provided irrespective of whether they can be designated by Appendix No. 1 as hidden. Historical data for the period preceding the day 01.01.2010 are provided anonymously; this restriction does not apply to the current Domain Name Holder. Historical data can only be provided if available.

44.7.11.8. CZ.NIC is entitled, at its discretion, to optimise the information kept in the Central Register. For this purpose CZ.NIC is entitled to merge Contact records differing only by the identifier of the Contact. In the case that CZ.NIC performs such a merger, all links of the merged Contacts to the Domain Names, Namserver Sets, and Key Sets will be preserved so that these links are transferred onto the Contact with which the other Contacts were merged with. The affected persons will be notified by CZ.NIC of such a merger.

12. RIGHTS AND DUTIES OF CZ.NIC

12.1. Adhering to these Rules of Registration, the CZ.NIC association undertakes to

- 12.1.1. perform the Domain Name registration and maintain such a registration in compliance with defined conditions,
- 12.1.2. keep record of a registered Domain Name in the Central Register,
- 12.1.3. keep a record of the delegated Domain Name in the CZ zone; and
- 12.1.4. make every effort that may be reasonably required to ensure a fault-free and smooth operation of the Central Register and the primary name server.

12.2. CZ.NIC association is entitled to terminate, at its discretion, a Domain Name registration if

- 12.2.1. the information kept in relation to the Domain Name in the Central Register is untrue, incomplete or misleading,
- 12.2.2. no additional information is provided according to the article 11.4 within 15 days after sending the notice,
- 12.2.3. facts, on the basis of which the Domain Name was registered, change, for example if the Holder ceases to exist without any legal successor or dies without any heirs,
- 12.2.4. consent to the Rules of Registration or Rules of alternative settlement of disputes was not granted in compliance with these documents,
- 12.2.5. such right arises from other provisions of the Rules of Registration.

12.3. CZ.NIC association is entitled to accept technical measures aimed especially at limitation of the direct online operation endangering the stability of CZ.NIC systems, even if such measures lead or may lead to limitations of availability of the CZ.NIC services, functioning of the registered Domain Names, name servers etc. CZ.NIC association does not bear any responsibility for the damages incurred, but it is obliged to make every effort that may be reasonably required to terminate such measures as soon as possible.

12.4. The cancellation of a Domain Name carried out by the CZ.NIC association pursuant to the Rules of Registration does not constitute any title to the return of any fulfilment accepted by the CZ.NIC association from the Holder or any other person in relation to the Domain Name whose registration is to be cancelled.

42.4.12.5. The CZ.NIC association is entitled to invalidate the delegation of the Domain Name at its own discretion if the same is used in a fashion that endangers the national or international computer security, particularly if through the Domain Name or through the services which are made available by the same a harmful content (especially viruses, malware) is distributed or if the content of a different service is masqueraded (especially phishing), or if the hardware that is made available through the Domain Name becomes a control centre of interlinked hardware network distributing the harmful content (especially botnet). The CZ.NIC association is entitled to invalidate the delegation of the Domain Name for a period of up to 1 month, even repeatedly; however the association is not obliged to actively seek the Domain Names which would fit the definitions mentioned hereinabove. Details concerning the examination of conditions for invalidation of the delegation and the procedure of invalidation are determined by CZ.NIC-CSIRT. The procedure taken under this provision cannot be used to enforce the protection of the third parties' property rights against spam distribution if the conditions given in the first sentence of this provision are not fulfilled.

13. LIABILITY FOR DAMAGES

- 13.1. The Holder understands that the Domain Name, its registration or use may infringe third parties' rights to other Domain Names, registered trademarks, trade names, names, business names, or legal regulations dealing with unfair competition, protection of person etc. Submitting an application for a Domain Name registration, the Holder confirms that being aware of the potential infringement of the above-specified rights and legal regulations, he/she has made every endeavour to a reasonable extent so as to make sure that no such rights and legal regulations are infringed by the registered Domain Name. The Holder is not entitled to use the Domain Name or make the name available for the purposes which are contrary to the legal regulations or rights or legitimate interests of the third parties.
- 13.2. The Holder shall be liable for damages caused to the CZ.NIC association by stating incorrect or misleading data or using a Domain Name contrary to the Rules of Registration or in a manner infringing third parties' rights.
- 13.3. The CZ.NIC association is not in authority to assess the justice of any application for a Domain Name registration in terms of third parties' rights or justified interests.
- 13.4. The Holder understands that the registration of a Domain Name does not constitute any protection against third parties' objections to the registration or use of the Domain Name concerned.
- 13.5. CZ.NIC association does not bear any responsibility for use or non-use of the registered Domain Name, or the way the Domain Name is used. CZ.NIC association, in particular, does not bear any responsibility for the violation of copyrights, trademarks, names or trade companies of third parties resulting from the registration or use of the Domain Name.
- 13.6. CZ.NIC association does not bear any responsibility for the functioning of the name servers assigned to the Domain Name.
- 13.7. The aggregate liability for any damage incurred by the Holder in consequence of any act or failure to act by the CZ.NIC association in relation to a single Domain Name shall be limited to a sum of CZK 250,000.

14. MUTUAL COMMUNICATION

- 14.1. Communication between CZ.NIC and the Holder of the Domain Name is carried out through the Appointed Registrar.
- 14.2. Communication between CZ.NIC and the Registrar is carried out in the way specified by the trading terms for Registrars.
- 14.3. Written communication according to these Rules of Registration is considered as preserved if carried out by wire or electronic means enabling the receipt of the content of such communication and identification of the persons conducting the communication.

15. RESOLUTION OF DISPUTES BETWEEN HOLDER AND CZ.NIC

- 15.1. Should the Holder and CZ.NIC fail to settle any mutual dispute pertaining to a Domain Name registered by the Holder, such disputes will be settled by the court of Arbitration attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic.
- 15.2. The arbitration will be conducted in Prague by three arbiters in Czech according to the rules and regulations of the arbitration court concerned.
- 15.3. The arbitration award is definite and binding for both sides.

16. RESOLUTION OF DISPUTES BETWEEN HOLDER AND THIRD PARTIES

- 16.1. The Holder is obliged to make every effort that may reasonably be required from him to achieve an amicable settlement of disputes concerning Domain Names and/or their registrations that might arise between the Holder and other persons. If the litigants do not settle the dispute in an amicable way, they are free to settle their dispute within the scope of valid legal regulations, i.e. through arbitration or municipal courts.
- 16.2. By Upon request by all disputing parties, CZ.NIC will act as a mediator in pursuit of an amicable settlement of their dispute.
- 16.3. The Holder hereby makes a public arbitration bid in accordance with the Rules of alternative settlement of the disputes for all domain names of the Holder listed in the electronic database of the domain names in ccTLD .cz administered by CZ.NIC.

- 16.4. CZ.NIC will cancel the delegation and/or the registration of a Domain Name, transfer the Domain Name to a different person and suspend the option to transfer the Domain Name to another person if this is stipulated in an executable court order or administrative decision or award of an arbiter or arbitration court, even if CZ.NIC itself has not been a party to the proceeding, in which such a decision was made. The decision shall be presented to CZ.NIC in its original or officially certified copy with a clause attached that certifies its legal effect and enforceability (such a clause is not required in the case of injunctions). No act of CZ.NIC effected according to this article will give rise to an entitlement to a refund of any payments received by CZ.NIC from the Holder or any other person in connection with the Domain Name, to which such an act pertains.

17. DOCUMENTS CHANGES

- 17.1. CZ.NIC is entitled to change the Rules of Registration as well as other relevant documents at any time. Current version of these documents is always available at <http://www.nic.cz>.
- 17.2. CZ.NIC is obliged to make public any changes of the documents stated in Article 17.1 at least 1 month before the effective date of such changes by publishing the change at <http://www.nic.cz>.

Appendix 1: Obligatory and concealable information in the records of the Domain Names, Contact, Nameserver Sets and Key Sets

Domain Name	Data name	Data description	Obligatory	Concealable
	Name	Domain Name	A	
	Registrant	Holder's ID	A	
	NSSet	Nameserver Set		
	Admin	Administrative ID Contact (list)		
	KEYset	Key Set		

Contact	Data name	Data description	Obligatory	Concealable
	Org	Name of the company or organization		
	Name	Name	A	
	Email	Email	A	A
	NotifyEmail	Email notification		A
	Voice	Telephone		A
	Fax	Fax		A
	Vat	VAT (tax identifier)		A
	Addr	Address – street (list of 3 items maximum), city, ZIP code, country code	A	
	Ident	Identification – a pair - type and number of the identifier (date of birth/identity card or passport/CIN/MPSV)		A

Nameserver Set	Data name	Data description	Obligatory	Concealable
	DNS	DNS list (minimum are 2 items, list of 9 items maximum.)	A	
	TechAdmin	Tech Contact (list)	A	

Key Set	Data name	Data description	Obligatory	Concealable
	<u>DNS key</u>	<u>Delegation Signer record according to RFC4034DNS key</u>	A	
	TechAdmin	Tech Contact (list)	A	

Note: A = obligatory / concealable data
 empty field = optional / unconcealable data