



Conditions for the auction phase of the .sk domain lifecycle

This document (hereinafter referred to as the "Auction Conditions") sets out the auction terms and procedures for the process of releasing and acquiring the right to register domains pursuant to the Terms and Conditions of Domain Name Service in .sk Top Level Domain (hereinafter referred to as "Registration Rules"). during the auction phase of the Domain lifecycle, by means of an auction. The term "Domain" refers to a second-level .sk domain as defined in Section 1.2 of the Registration Rules.

These Auction Conditions do not affect the procedures and terms for the release and acquisition of rights to 1-2-3 Domains under the Conditions to release of 1-, 2-, and 3-character prohibited .sk domains for registration.

1. Introductory clause

- 1.1 A participant in the auction can only be person who can be a User according to the Registration Rules. A consumer can also be a participant in the auction. Violation, or non-fulfilment of the stated conditions by the given person immediately terminates any claim or procedure under these Auction Conditions.
- 1.2 The auction conditions for the auction phase of the .sk domain lifecycle are determined by the commercial company SK-NIC, a.s., Business ID: 35 698 446, with registered office: Námestie SNP 14, 811 06 Bratislava, registered within the commercial register of the Municipal Court of Bratislava III, Slovakia, in section: Sa, Insert No.: 1156/B, which is also, in accordance with the Registration Rules, the exclusive registration authority for the .SK Top Level Domain.
- 1.3 Each future registrant of the Domain according to the Auction Conditions must meet all the relevant conditions specified for the Registrant according to the Registration Rules, otherwise it will not be able to exercise the right to register the Domain obtained according to the Auction Conditions.
- 1.4 According to the Auction Conditions, the Auction System means the online auction system of SK-NIC, available at (<https://aukcie.sk-nic.sk>).
- 1.5 SK-NIC is entitled to verify the data and facts of the auction participant, the person registering or being registered in the Auction System and the future registrant of the Domain at any time, especially in case of doubt in individual actions according to the Auction Conditions. and in relation with the Auction Conditions compliance, as well as to request any other documents necessary to verify the fulfilment of obligations under these Auction Conditions; alternatively, to explain the submitted documents is also possible to ask for in the form of a personal presentation or a video call. SK-NIC usually determines 14 calendar days for the submission of documents or their explanation. If SK-NIC deems it necessary in a specific situation, documents constituting the required items or supporting evidence under this point must be

- submitted in the original or as an officially certified copy and must not be older than three months at the time of submission. Failing to provide the required and necessary information or documents within the specified period entitles SK-NIC to remove the affected person from the release or registration of the Domain procedure according to the Auction Conditions or to terminate the registration of the person registering or being registered in the Auction System.
- 1.6 Release of a Domain means obtaining the right to register it according to the Auction Conditions, but not the registration itself according to the Registration Rules, which must be performed by the relevant person with the rights obtained according to the Auction Conditions within the time specified by the Auction Conditions. If it is not done so, the affected right will expire. The right to register the Domain is bound exclusively to the person designated under these Auction Conditions. The successful release of the Domain means the completion of the affected Domain registration.
 - 1.7 Delivery to SK-NIC, as well as communication in connection with the Auction Conditions, is carried out according to the Registration Rules (especially in accordance with Cl. 6 of the Registration Rules, with the exception of Cl. 6.7 and 6.8), whereby for the purposes of the Auction Conditions:
 - 1.7.1 the User is deemed to be, in particular, an auction participant or a person registered in the Auction System; and
 - 1.7.2 the Register is deemed to be the Auction System.
 - 1.8 SK-NIC reserves the right to terminate the Domain release process at any time. In the event of such early termination of the release of the Domain, SK-NIC will return free of charge all funds received from an auction participant according to the Auction Conditions and relating to the Domains where the release has not finished due to this reason, with the exception if the person concerned meets the conditions of Cl. 7.4 of the Auction Conditions.
 - 1.9 Definitions used in the Registration Rules have the same meaning while being used in the Auction Conditions and are generally provided with first letter capitalized.

2. Auction phase

- 2.1 During the Auction Phase, a person meeting the requirements for an auction participant may, upon winning the auction, acquire the right to register a specific Domain that is being released. Auctions will take place in the designated Auction System. The Auction phase generally commences upon the deletion of the Domain pursuant to Point 4.5.3 of the Registration Rules.

3. Released Domains

- 3.1 The Domains to be released are those that:
 - 3.1.1 have a registration period ending after the Auction Conditions come into effect,
 - 3.1.2 are not subject to specific decisions by a relevant authority—particularly a court—preventing such release;
 - 3.1.3 are not org.sk domains; and

- 3.1.4 are not being released under the Conditions to release of 1-, 2-, and 3-character prohibited .sk domains for registration.

4. Release during the Auction phase

- 4.1 During this phase, a person registered in the Auction System in accordance with Cl. 1.1 of the Auction Conditions can become a participant in the auction and, after submitting the highest bid in the auction, the winner of this auction and obtain the right to register the Domain from the auction in question.
- 4.2 To participate in the auction, it is necessary to register oneself in the Auction System.
- 4.3 The starting price for obtaining the right to register a Domain is usually set at EUR 20 (excl. VAT), EUR 50 (excl. VAT), or EUR 200 (excl. VAT), depending on the estimated market price.
- 4.4 All prices and individual bids by auction participants in the Auction System are stated without VAT.
- 4.5 The bid increase and the subsequent increase of the current price of the auction (hereinafter referred to as "bid") are governed by the functions and settings of the Auction System. Bids in the auction are processed automatically according to the time order of their acceptance by the Auction System, following which auction participant had sent the relevant bid earlier.
- 4.6 The person interested in participating in the auction will become a participant in the auction by placing its first bid in this auction. In order to make the bid, it is necessary: (i.) to register oneself in the Auction System, and (ii.) to have accumulated funds in the Auction System account in the amount of at least EUR 20. By making the first bid in a specific auction, the sum of EUR 20, which the auction participant has in its Auction System account, becomes an auction guarantee, which the auction participant cannot dispose of until the end of the given auction. The auction guarantee withheld after the first bid in a specific auction is also valid for all further bids by this auction participant in a given individual auction (i.e. if the auction participant makes another bid in a specific auction in which he has already made a bid and for which the auction guarantee had been withheld, further auction guarantee won't be withheld for this auction participant). The auction participant must submit a separate auction guarantee for participation in each individual auction of the Domain.
- 4.7 Each auction of an individual Domain is limited in time, while the duration of the specific auction is indicated directly in the Auction System.
- 4.8 If, during the duration of a specific auction, one of the auction participants or those interested in participating in a specific auction does not make a higher bid than the last bid made by the auction participant, the auction participant with the last highest bid amount becomes the winner of the auction. At the end of an individual the Domain auction, a contract on obtaining the right to register the affected Domain is automatically concluded between SK-NIC and the auction participant with the last highest bid amount, the content of which is expressed by the Auction Conditions.
- 4.9 Auction participants who did not win the auction (i.e. whose bid was not the highest one in a particular auction) will have the auction guarantee of the given auction released to their unused funds in the Auction System account.
- 4.10 After the end of the auction, the winner will be asked to pay the fee, which is equal to the

winning amount. The auction guarantee deposited by the winner will be used in full and credited to pay a proportionate part of the fee. By paying the fee, the winner of the auction gets the right to register the won Domain, while SK-NIC will then notify him of the details of the following procedure.

4.11 Payment according to Cl. 4.10 of the Auction Conditions must be made no later than 14 calendar days after sending the request for payment. In case the auction winner will not provide the payment in time:

- a) SK-NIC is entitled to cancel the results of the affected auction and, at its own discretion, to conduct a new auction for the given Domain or to decide that the auction participant with the next highest bid becomes the new winner of the auction; by notifying the original auction winner of auction results cancellation according to this clause of the Auction Conditions, the relevant contract on obtaining the right to register the Domain is considered to be immediately terminated;
- b) SK-NIC is entitled to extend the deadline for payment;
- c) the auction winner is obliged to pay to SK-NIC a contractual fine in the amount of the deposited auction guarantee; SK-NIC is entitled to unilaterally set-off its right to a contractual fine according to the previous sentence against the deposited auction guarantee; SK-NIC will send the notification about the set-off to the winner after the procedure according to letter a) of this point of the Auction Conditions.

4.12 The winner of the auction is obliged to ensure the application of the right to register the Domain obtained according to the Auction Conditions no later than 30 calendar days from the date of payment according to Cl. 4.10 of the Auction Conditions. Unless otherwise decided and notified to the winner by SK-NIC, the right to the affected the Domain will be applied by registering the Domain according to the Rules for the winner as the Registrant through the chosen Registrar. By registering, the given Domain will be considered successfully released. In case the auction winner will fail to register the Domain, which was the subject of the auction, within the period according to the first sentence of this clause:

- a) SK-NIC is entitled to cancel the results of the affected auction and, at its own discretion, to conduct a new auction for the given Domain or to decide that the auction participant with the next highest bid becomes the new winner of the auction; by notifying the original auction winner of the auction results cancellation according to this point of the Auction Conditions, the relevant contract on obtaining the right to register the Domain is considered to be immediately terminated (to avoid any doubt, the amount of the contractual fine according to Cl. 4.12 c) set-off against the winning amount of the original auction winner and there will be no refund of the winning price paid or return of the auction guarantee);
- b) SK-NIC is entitled to extend the deadline for application of the right to register the concerned Domain;
- c) SK-NIC is entitled to demand from the auction winner the payment of a contractual fine in an amount equal to the winning amount, while SK-NIC is entitled to unilaterally set-off its right to a fine under this sentence against the winning amount.

4.13 In case of an unsuccessful release of an individual Domain, SK-NIC may initiate its re-release

via a new auction or make it available for general registration, typically where there are no Auction participants. In specific cases, such as due to court proceedings, SK-NIC may also cancel the release of the Domain via auction. When re-releasing the Domain, SK-NIC is entitled, at its own discretion, to adjust the starting price in accordance with Cl 4.3 of the Auction Conditions

5. Payment and bidding payment terms

- 5.1 The fee for the registration right to a specific Domain is not the price for the Domain registration according to the Registration Rules, nor does it replace or modify it in any way.
- 5.2 All payments during the release process under the Auction Conditions are made in Euro currency. SK-NIC will add VAT in the appropriate amount according to applicable tax legislation to payments made under the Auction Conditions. SK-NIC issues invoices for payments according to the Auction Conditions according to the legal regulations in force in the Slovak Republic.
- 5.3 The decisive moment for the payment of any payment to SK-NIC under the Auction Conditions is the moment when the payment is credited to SK-NIC's account (i.e. the payment paid under the Auction Conditions is considered to have been paid at moment the amount is credited to SK-NIC's account). In case of release through an auction, in accordance with the Auction System procedures, the payment is subsequently processed on the relevant person account in the Auction System for use in the Auction System. SK-NIC's bank account set to receive payments in relation with the Domains release is provided on the SK-NIC's website as well as on the invoice.
- 5.4 When making any payment to SK-NIC, it is mandatory to indicate the variable symbol (a specific version of the payment reference) that is marked on the invoice or, respectively, specified in the account within the Auction System, as only according to it can the payment be correctly registered. SK-NIC is not responsible for the impossibility of recording the payment due to incorrect data contained therein.
- 5.5 The funds of a person on its Auction System account can be increased at any time. To increase them, it is possible to use non-cash transactions permitted by SK-NIC. In the case of a repeated (2x or more) increase of funds by an amount lower than EUR 20, SK-NIC is entitled to charge the given transaction with a fee in the amount corresponding to the current rate of bank and transaction fees on the part of SK-NIC.
- 5.6 The due date of invoices issued for the services of the Auction System is usually 14 calendar days from the day they are issued, unless otherwise stated on the invoice.
- 5.7 All bank and other fees when increasing funds on a person's account in the Auction System are borne by the person in question, unless the Auction Conditions or SK-NIC in a particular case stipulate otherwise. The above also applies to other bank or other fees towards SK-NIC. Only the actual amount of money within the Auction System account is used to pay the fees and prices for SK-NIC's services according to the Auction Conditions.
- 5.8 In the event of non-payment of the price of services and fees within the specified period, SK-NIC is entitled to notify the affected person in writing of his obligation to pay the owed amount and, where appropriate, to determine an additional period for payment of the claim; this does not affect SK-NIC's ability to proceed according to Cl. 4.11 of the Auction Conditions. The

debtor shall bear the administrative fee for the written notice in accordance with the [Special Payment Terms for above-standard services](#), as well as all costs incurred for the recovery of the claim.

- 5.9 SK-NIC is entitled to use unused funds on a person's account in the Auction System to pay due monetary claims against that person.
- 5.10 SK-NIC is entitled to interest on late payment in the amount specified by law. If the winner of the auction or another person is in delay with the payment of a monetary obligation to SK-NIC according to the Auction Conditions, SK-NIC is entitled to limit the services provided to this person at any time, as well as to limit its access to the Auction System, until full settlement of the owed amount.
- 5.11 A person who has unused funds in its Auction System account can at any time request their return by non-cash transfer. The return of funds is subject to an administrative fee of EUR 3 (without VAT) and the payment of bank and transaction fees on the part of SK-NIC for all previous transactions that the person carried out within the Auction System to increase the given funds in the Auction System, however, for a person who is a consumer up to a total maximum amount of EUR 20 (excluding VAT). Funds are not returned if the total of the aforementioned fees equals or exceeds the amount to be returned. In the case of an unpaid claim registered against this person, SK-NIC may reduce the amount on the Auction System account by unilateral inclusion of its monetary claims amount against this person prior to the return.

6. Special provision for the consumer

- 6.1 If the Auction participant is a consumer within the meaning of the relevant legislation, i.e. a natural person registered in the Auction System that participates in an auction exclusively for his private needs, and not as part of the subject of his business or business activity (hereinafter referred to as "Participant - consumer"), the following rules apply for withdrawal from the contract on obtaining the right to register the Domain:
 - 6.1.1 By registering in the Auction System, the Participant - consumer agrees to be provided with the services of the Auction System immediately after registration in the Auction System, i.e. before the expiration of the period established by a special legal regulation for withdrawal from the contract by the consumer;
 - 6.1.2 The Participant - consumer is entitled to withdraw from the contract within 14 calendar days from its conclusion. If the Participant - consumer makes the payment in accordance with Cl. 4.10 of the Auction Conditions within this period, he is no longer entitled to withdraw from the contract due to its fulfilment before the expiry of the withdrawal period;
 - 6.1.3 If the Participant - consumer is interested in using the right to withdraw from the contract, he is obliged to deliver the written withdrawal from the contract no later than on the last day of the fourteen-day period to the designated e-mail address of SK-NIC listed on the website of the Auction System;
 - 6.1.4 If the Participant - consumer withdraws from the contract according to the Auction Conditions, he acknowledges that he is obliged to pay SK-NIC the price for the services

provided by the Auction System and ensuring the course of the auction in which this Participant - consumer became the winner of the auction. The price for these services is set at EUR 20 including VAT; SK-NIC is entitled to unilaterally set-off its right to pay the price for the services provided against the submitted auction guarantee; SK-NIC will send the notice of set-off to the Participant - consumer after verifying that the withdrawal from the contract is valid and effective;

- 6.1.5 No later than 14 days from the date of delivery of the notice of withdrawal from the contract, SK-NIC shall return to the Participant - consumer all payments received from him on the basis of the given contract, with the exception of the deposited auction guarantee;
- 6.1.6 The contract withdrawal form is published on the website of the Auction System.
- 6.2 SK-NIC is responsible for provision of the services in a quality described in the Auction Conditions. This means that SK-NIC will mainly ensure the technical course of the auction, the technical functioning of the Auction System and the technical assurance of acceptance of the right to register the Domain for the winner of the auction.
- 6.3 All complaints regarding the services provided by SK-NIC must be reported by the Participants - consumers in writing to the designated address provided on the website of the Auction System. The written complaint must contain (i.) identification and contact details of the Participant – consumer submitting the complaint, (ii.) description and reason for the complaint together with data on the date of the event that is the cause of the complaint (iii.) and also the request of the Participant = consumer he wants to achieve with the complaint.
- 6.4 The Participant - consumer exclusively has the right to complain.
- 6.5 SK-NIC will handle the complaint without unnecessary delay, no later than within 30 calendar days from the date of the complaint receipt.
- 6.6 The Participant - consumer has the right to contact SK-NIC with a request for redress if he is not satisfied with the way in which SK-NIC handled his complaint or if he believes that his rights have been violated. The Participant - consumer has the right to submit a proposal to initiate an alternative dispute resolution to the alternative dispute resolution entity, if SK-NIC responded negatively to the request according to the previous sentence or did not respond to it within 30 calendar days from the date of its delivery to SK-NIC. The proposal can be submitted by the Participant - consumer to the competent body for alternative dispute resolution, which is the Slovak Trade Inspection (www.soi.sk) or an authorized legal entity recorded in the list [according to § 5 par. 2 of Act No. 391/2015 Coll. on alternative resolution of consumer disputes](#); this does not affect the possibility of going to a court. In such case, the parties to the dispute are the Participant - consumer who filed a proposal to start an alternative dispute resolution and SK-NIC. The proposal can be submitted in written form, electronically or orally in the minutes or through the online alternative dispute resolution platform at <http://ec.europa.eu/odr>.

7. Final provisions

7.1 SK-NIC

- 7.1.1 is not the owner of the rights to the Domains (except Domains where it is the Registrant), including the Domains that have not been registered or whose registration has not been completed;
- 7.1.2 is not responsible for the choice of the Domain by its future Registrant, nor for the participation of a person in the auction of a specific Domain or for the use or non-use of the Domain or for the manner in which the Domain is being used;
- 7.1.3 is not responsible for the infringement of rights to trademark rights, business brands, names or companies resulting from the registration or use of the Domain;
- 7.1.4 is not responsible for any failure on the side of the Registrar, even in cases where such failure causes unsuccessful registration of the Domain or termination of the registration period of the Domain,
- 7.1.5 is not responsible for damages and costs incurred as a result of or in connection with the impossibility of using the Domain caused by the actions of the Registrar or any other third party;
- 7.1.6 is not responsible for any damages, including direct, indirect and consequential damages and lost profits, resulting from or related to the registration or use of the Domain, even if it has been warned of the possibility of such damages, especially damages caused by
 - a) the Domain registration (or its failure) or by the registration period renewal (or failing to do so) in favour of the Registrant or a third party due to incorrect data on the part of the Registrant or the Registrar;
 - b) the rights that third parties may claim towards the Domain.
- 7.2 All exclusions from the responsibility of SK-NIC according to the Registration Rules apply accordingly to SK-NIC also according to the Auction Conditions. SK-NIC is also not responsible for the interruption of the availability of services provided under the Auction Conditions, caused by: (i.) maintenance of the Auction System, (ii.) technical errors of software or hardware on the part of a third party, (iii.) cyber-attack, malicious code or other illegal interruption services by a third party or (iv.) force majeure events, including failures of electronic communication networks.
- 7.3 In the event of a violation of the Auction Conditions, SK-NIC is entitled to block any service provided to the violator in accordance with the Auction Conditions, including blocking access to the Auction System. If, even within the additional period provided to the infringer by SK-NIC, the violation of the Auction Conditions and the removal of the condition that is in conflict with the Auction Conditions due to reasons on the part of the infringer do not occur, SK-NIC is entitled to terminate the infringer's registration in the Auction System.
- 7.4 A person whose registration in the Auction System was terminated by SK-NIC in accordance with Cl. 7.3 of the Auction Conditions is not entitled to the return of any claim received by SK-NIC under the Auction Conditions, including the return of the paid price and fees or any part thereof, as well as funds deposited in the Auction System up to the amount that SK-NIC can unilaterally off-set against its claim according to the Auction Conditions. Likewise, the amount that was used as an auction guarantee within a specific auction is not returned; the same regime as stipulated in Cl. 4.11 c) of the Auction Conditions applies to the auction guarantee.

This means that in the event of a violation of the Auction Conditions, as a result of which the registration in the Auction System is terminated, SK-NIC has the right to a contractual fine in the amount of the deposited auction guarantee.

- 7.5 When obtaining the right to register the Domain in a way that contradicts or circumvents the Auction Conditions, e.g. the use of false data on the part of the auction participant, the person interested in applying the priority right or the future Registrant, or by fraudulent activity during payment in accordance with the conclusions of a specific auction, this will be considered a violation of the Registration Rules in accordance with Cl. 4.5.4.2 of the Registration Rules, as well as the Auction Conditions, and SK-NIC may proceed with the immediate application of the relevant provisions of the Rules (for example, termination of the domain registration process), even without a prior notification.
- 7.6 Other language versions of the Auction Conditions are provided solely to facilitate communication with foreign entities, only the Slovak version is legally binding and takes precedence in the event of any conflict.
- 7.7 The current version of the Auction Conditions is issued with validity and effectiveness from **November 1, 2026**. SK-NIC reserves the right to change the Auction Conditions, about which it will inform mainly on the Auction System website.

Annex No. 1: Rights and obligations in connection with personal data and data in general within the Domains release

- 1.1 The Auction System and the data in it, including personal data, are managed by SK-NIC. In relation to this data, SK-NIC is the controller of personal data in the sense of the relevant legal regulations governing the protection of personal data, in particular the GDPR (hereafter for this article collectively referred to as the "Regulations").
- 1.2 By applying for priority rights or applying for registration in the Auction System, the person confirms that, in accordance with the Auction Conditions, he has familiarized himself with the following information before providing personal data for the purpose of such registration:
 - 1.2.1 the personal data of the person and its contact persons and persons acting on its behalf will be processed by SK-NIC as a controller in accordance with the Regulations for the purposes listed below;
 - 1.2.2 in the event SK-NIC would be obliged to designate a responsible person in accordance with the Regulations, its contact details will be listed on the SK-NIC website;
 - 1.2.3 purposes of personal data processing according to Cl. 1.2.1 of Annex No. 1 of the Auction Conditions and legal basis of SK-NIC for this processing is:
 - a) registration of the person interested in applying the priority right and of the person in the Auction System and related actions with regard to pre-contractual communication and the conclusion and fulfilment of contractual relations in accordance with the Auction Conditions and the exercise of rights and the fulfilment of obligations arising from them - the legal basis of this processing is based on the fulfilment of contractual obligations in accordance with the Auction Conditions and the implementation of measures before entering into these obligations;
 - b) provision of personal data to a person who demonstrates to SK-NIC a legitimate interest in obtaining data from the Auction System to the extent necessary for the purposes of proving, exercising or defending the legal claims of this person - the legal basis for this processing is based on SK-NIC's legitimate interest in securing compliance with the Auction Conditions and the legitimate interest of a third party consisting in proving, exercising or defending its legal claims;
 - c) processing of personal data according to Cl. 1.2.1 of Annex No. 1 of the Auction Conditions that are not necessary for the fulfilment of obligations under the Auction Conditions, but the person provided them to SK-NIC mainly for the purpose of ensuring communication with SK-NIC when exercising rights and fulfilling obligations under the Auction Conditions, as well as for the purpose of identifying the person when proving, applying or defending its legal claims - the legal basis of this processing is based on SK-NIC's legitimate interest in ensuring communication with the person in accordance with the Auction Conditions and in ensuring compliance with the Auction Conditions and the legitimate interest of the person in ensuring proof of its identification when communicating with SK-NIC, as well as in the relation to demonstrate, exercise or defend its legal claims;
 - 1.2.4 scope of personal data processed by SK-NIC according to Cl. 1.2.1 of Annex No. 1 of the Auction Conditions is name, surname, residence or delivery address, date of birth, contact information (phone number, e-mail address), payment information and IP address. In

special cases, if it is necessary for the purposes of processing or if it results from the Auction Conditions or from generally binding legal regulations, SK-NIC also processes the birth number and/or number of the person's identification document; unless stated otherwise in the Auction Conditions or special generally binding legal regulations or if the data is not necessary for the provision of special services of SK-NIC, processing of other personal data of persons according to Cl. 1.2.1 of Annex No. 1 of the Auction Condition is optional and SK-NIC will process these personal data for purposes according to Cl. 1.2.3 of Annex No. 1 of the Auction Conditions only if such personal data has been provided by the person to SK-NIC;.

- 1.2.5 SK-NIC processes personal data of persons according to Cl. 1.2.1 a) of Annex No. 1 of the Auction Conditions for the purposes according to the conditions during the duration of the interest in applying of the priority right or during the registration in the Auction System according to the Auction Conditions and within a period of 1 year after the end of this interest or this registration, if there has been no financial claim by the person in question or within a period of 10 years if the claim has occurred; SK-NIC is entitled to keep personal data even after this period has ended, especially within the framework of the statutory limitation periods resulting from special generally binding legal regulations.
- 1.3 The person applying for registration in the Auction System acknowledges that, for the purpose of verifying the personal data provided, SK-NIC is authorized to make copies (e.g. by copying or scanning) and copies of public documents and documents submitted by them.
- 1.4 The person applying for registration in the Auction System acknowledges that SK-NIC is authorized for purposes related to the release of the Domain
 - 1.4.1 at its own discretion or based on the initiative of the data subject, to optimize the data kept in the Auction System, while for this purpose SK-NIC is authorized to merge records of contact data that are distinguished only by identifiers. If SK-NIC performs such a merger, it will preserve all relevant relationships of the merged records. SK-NIC will notify all affected persons listed in the Auction System of such a merger;
 - 1.4.2 for the purpose of fulfilling obligations and exercising obligations and rights according to the Auction Conditions and according to the Registration Rules and for the purpose of fulfilling the obligations of SK-NIC arising from the Cooperation agreement No. 749/130/2006 concluded on June 5, 2006 with the Office of the Deputy Prime Minister of the Slovak Republic for Investments and Informatization, to provide data from the Auction System to third parties as processors of this data, if these third parties provide SK-NIC on contract basis activities necessary for the fulfilment of obligations and the performance of obligations and rights according to the Auction Conditions and according to the Registration Rules; if these persons process personal data in accordance with the Regulations, a list of these persons is provided on the SK-NIC website;
 - 1.4.3 to provide data from the Auction System and documents related to the relevant procedures to public bodies, courts, arbitration courts and the ADR Centre, including hidden data and historical data, in accordance with the relevant legal regulations within the performance in their official capacity, in accordance with the ADR Rules or within the framework of dispute resolution; the data provided in this way is provided in relation to a specific Registrant, Registrar, specific set of contact data, Domain or auction, but only if available,
 - 1.4.4 to provide data from the Auction System to the necessary extent to third parties who demonstrate to SK-NIC their legitimate interest in accordance with the Regulations in obtaining this data for the purpose of proving, exercising or defending the legal claims of these persons.

- 1.5 The data in the Auction System are intended only for the purposes specified in Cl. 1.2.3 of Annex No. 1 of the Auction Conditions. Data, information or any of their parts, which are operated by SK-NIC according to the Auction Conditions, may not be collected, reproduced, stored or transmitted in any form, beyond the scope of the purpose of the Auction System, without the prior consent of SK-NIC. The use of data, information or any of their parts contrary to the stated purpose may be considered a violation of the rights of SK-NIC, persons whose data are processed in the Auction System or persons who have intellectual, industrial or other property rights to these data or information. Collecting data or providing them with the aim of sending unsolicited messages and damaging the operation of network services or the rights of persons registered in the Auction System is considered to be such a violation of rights. Any such violation is subject to applicable laws.
- 1.6 Processing of personal data according to Annex No. 1 of the Auction Conditions is implemented within the Member States of the European Union and the European Economic Area; processing of personal data in the territory of a third country in accordance with the Regulations can only take place with the consent of SK-NIC and subject to the fulfilment of special conditions set out in the GDPR.
- 1.7 Services provided under the Auction Conditions that require the consent of the person to process its data (e.g. a special service of data publishing), are not primarily intended for persons under the age of 18.
- 1.8 Provided that the requirements set forth in the Regulations are complied with, the person concerned whose personal data is processed by SK-NIC has the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object and the right to withdraw consent. These rights are defined in more detail in Cl. 8.8 of the Registration Rules, while the person concerned is considered a User according to the Registration Rules for this purpose.
- 1.9 A person has the right to file a complaint with the Office for Personal Data Protection of the Slovak Republic or with another competent supervisory authority, especially in the event that he/she assumes that there has been a violation of the personal data processing.
- 1.10 Rights according to Cl. 1.8 of Annex No. 1 of the Auction Conditions can be claimed by a person by contacting SK-NIC via the contact details listed on the Auction System website. The person is also entitled to contact the responsible person using its contact details listed on the Auction System website, if such a person has been appointed by SK-NIC. SK-NIC will solve the request without unnecessary delay and in any case within one month since its delivery, unless longer period is needed, in which case the extension period may not exceed 2 months.
- 1.11 If SK-NIC has legitimate doubts in relation with the identity of a natural person that has exercised the right according to Cl. 1.8 of Annex No. 1 of the Auction Conditions, it may request the provision of additional information necessary to confirm the identity of the person concerned.