Conditions to release 1-, 2- and 3-character prohibited .sk domains for registration

SK-NIC, a.s. (hereinafter referred to as "SK-NIC"), as the manager of the .SK Top Level Domain, releases so far prohibited 1-, 2- and multi-character string domains (hereinafter referred to as "1-2-3 Domains") for registration according to the Terms and Conditions of Domain Name Service in .sk Top Level Domain (hereinafter referred to as "Rules").

This document presents a set of conditions and procedures for the process of releasing the above mentioned domains and obtaining the right to register them (hereinafter referred to as the "Conditions"), in particular through the acquisition of a priority right and an auction.

1. Introductory clause

1.1 A participant in the auction can only be person who can be a User according to the Rules. A consumer can also be a participant in the auction. Only a person who is the owner of a trademark meeting requirements of the Cl. 4.1 of the Conditions can apply to obtain the priority right (following the procedure according to Article 4 of the Conditions). Violation, or non-fulfilment of the stated conditions by the given person immediately terminates any claim or procedure under these Conditions.

1.2 The organizer of the 1-2-3 Domains release process is 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 Rules, the exclusive registration authority for the .SK Top Level Domain.

1.3 Each future registrant of the 1-2-3 Domain must meet all the relevant conditions specified for the Registrant according to the Rules, otherwise it will not be able to exercise the right to register the 1-2-3 Domain obtained according to these Conditions.

1.4 According to the Conditions, the Auction System means the online auction system of SK-NIC, available at (https://sk-nic.sk/aukcie).

1.5 SK-NIC is entitled to verify the data and facts of the person interested in applying the priority right, the auction participant, the person registering or being registered in the Auction System and the future registrant of the 1-2-3 Domain at any time, especially in case of doubt in individual actions according to the Conditions. and in relation with the Conditions compliance, as well as to request any other documents necessary to verify the fulfilment of obligations under these 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 it is relevant, the condition according to Cl. 9.3 of the Rules may also apply to these documents, depending on

the specific situation and at the discretion of SK-NIC. 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 1-2-3 Domain procedure or to terminate the registration of the person registering or being registered in the Auction System

1.6 Release of a 1-2-3 Domain means obtaining the right to register it according to the Conditions, but not the registration itself according to the Rules, which must be performed by the relevant person with the rights obtained according to the Conditions within the time specified by the Conditions. If it is not done so, the affected right will expire. The right to register 1-2-3 Domain is bound exclusively to the person designated under these Conditions and is non-transferable. The successful release of the 1-2-3 Domain means the completion of the affected Domain registration

1.7 Delivery to SK-NIC, as well as communication in connection with these Conditions, is carried out according to the Rules (especially in accordance with Cl. 6 of the Rules).

1.8 SK-NIC reserves the right to terminate the 1-2-3 Domain release process at any time. In the event of such early termination of the release of 1-2-3 Domains, SK-NIC will return free of charge all funds received from an auction participant and from a person interested in applying the priority right according to these Conditions and relating to 1-2-3 Domains where the release has not finished due to this reason, with the exception if the person concerned meets the conditions of Cl. 8.4 of the Conditions

1.9 Definitions used in the Rules have the same meaning while being used in these Conditions and are generally provided with first letter capitalized.

2. Release period

The release period is divided into the following phases:

2.1 Phase of application of priority rights by trademark owners. This phase will run from **October 1, 2024, to November 14, 2024**, it is intended exclusively for trademark owners and allows them to obtain a priority right to register specific released 1-2-3 Domains that are completely identical to their trademark. Detailed conditions of this phase are provided in Art. 4 of the Conditions.

2.2 The auction release phase, which will take place **from November 15, 2024, until all 1-2-3 Domains are released or until SK-NIC decides so according to Cl. 5.12 of the Conditions**. During this phase, a person meeting the conditions for an auction participant can, after winning the auction, obtain the right to register a specific released 1-2-3 Domain. Auctions will take place in the designated Auction System; detailed conditions of this phase are provided in Art. 5 of the Conditions.

3. Released Domains

3.1 Released 1-2-3 Domains are listed in Annex 1 of the Conditions. Other .sk domains consisting of a 1-, 2- or multi-character string besides those listed in Annex 1 of the Conditions will not be released under the Conditions. The rights of existing Registrants of such other domains

consisting of 1-, 2- or multi-character strings are not affected by these Conditions.

4. Phase of application of priority rights by trademark owners

4.1 A person interested in applying the priority right must have a word-version of a trademark providing protection on the territory of the Slovak Republic (includes trademarks registered in the trademark register maintained by the Slovak Industrial Property Office, trademarks of the European Union and international trademarks with effects in the Slovak Republic), validly registered in the relevant register before the official announcement of the release of 1-2-3 Domains at the latest, i.e. before October 1, 2024. Due to the nature of the matter, the person interested in applying the priority right, who is a consumer according to the relevant legal regulations, cannot participate in this release phase, while the consumer can become a participant in the auction during the auction release phase.

4.2 Each person interested in exercising the priority right must deliver between October 1, 2024 and October 14, 2024 a signed written application to SK-NIC to the address hostmaster@sk-nic.sk or to the address of SK-NIC's seat (an application form is available on the SK-NIC website (https://sk-nic.sk); any other form of application will not be accepted), together with all the necessary documents in Slovak, Czech or English or in another language with an attached official translation into Slovak. The exact time of delivery is not relevant in this case. Delivery of the request in a period other than the one mentioned above will not be accepted, and such an interested person will only be able to obtain the released 1-2-3 Domain as a common auction participant without the trademark right. Immediately after the application delivery and no later than October 14, 2024 (inclusive), the person must pay a non-refundable administrative fee of EUR 300 (without VAT) to the designated SK-NIC account.

4.3 All requests received pursuant to Cl. 4.2 of the Conditions will be thoroughly assessed, which may include the involvement of external trademark experts if necessary. The relevant trademark must also be valid for a period of at least 3 months following the submission of the application according to Cl. 4.2 of the Conditions and must correspond exactly to the 1-2-3 Domain string (uppercase and lowercase letters, or font style are not distinguished for this purpose), to which the request applies, while special characters can only contain a space (see examples). The final decision to release the 1-2-3 Domain in favour of the interested person is at the discretion of SK-NIC.

The assessment will be completed by November 14, 2024, at the latest.

Examples:

The holder of the trademark "CZ", "cz" and/or "C Z" can request the application of the priority right to the 1-2-3 Domain "cz.sk".

The holder of the trademark "C&Z" or "C-Z" can't apply for the application of the priority right to the 1-2-3 Domain "cz.sk".

The exception for an application are trademarks that contain the 1-2-3 Domain itself, including the .sk string, i.e. *the holder of the trademark "cz.sk" can request the application of the priority right to the 1-2-3 Domain "cz.sk".*

4.4 SK-NIC has the right to request additional information or documents in case of unclear or incomplete information.

4.5 An incomplete or incorrectly filled application or an application that does not comply with the requirements and procedure according to the Conditions, including failure to pay the administrative fee, is a reason for the rejection of the application. Likewise, non-compliance with the requirements for the person interested in applying the priority right and non-fulfilment of the conditions arising from Art. 4 of the Conditions is a reason for the rejection.

4.6 If more applicants with similar trademark rights apply for the 1-2-3 Domain and they meet the prerequisites for matching the trademark with the 1-2-3 Domain, a private auction will be held among the applicants, in a manner similar to the auction in the auction release phase; the duration of the auction will be 3 calendar days and the starting price will be EUR 3000 (without VAT). SK-NIC will determine the details of the given case.

4.7 A person interested in applying the priority right for the 1-2-3 Domain, where the result of the assessment was a finding of conformity of the trademark with the 1-2-3 Domain, and if relevant, that person also became the winner of the auction according to Cl. of the Conditions, will be invited to pay the given fee.

4.8 The fee for the priority right for the registration of 1-2-3 Domain is set at EUR 3000 (without VAT) in the phase of application of the priority rights. If an auction was held according to Cl. 4.6 of the Conditions, the winning amount of the auction will become the new amount of this fee.

4.9 By paying the fee for 1-2-3 Domain according to Cl. 4.8 of the Conditions, given person interested in applying the priority right will acquire the right to that Domain, while SK-NIC will notify him of the details of the relevant procedure. Payment of the fee must be made no later than 14 calendar days from the call to pay according to Cl. 4.7 of the Conditions.

4.10 The person interested in applying the priority right must ensure that application of the right to register the 1-2-3 Domain, acquired according to the Conditions, will be exercised no later than 60 calendar days from the date of payment according to Cl. 4.9 of the Conditions, via registration of the given Domain according to the Rules, through the chosen Registrar, otherwise the right shall cease to exist. The applicant is not entitled to a refund of the funds paid to obtain the priority right to register the 1-2-3 Domain if he fails to exercise this right within the specified period. By registering it, the 1-2-3 Domain would be considered successfully released.

4.11 Any 1-2-3 Domain that is not successfully released in this phase will become available in the auction release phase.

5. Auction release phase

5.1 During this phase, a person registered in the Auction System in accordance with Cl. 1.1 of the 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 1-2-3 Domain from the auction in question.

5.2 To participate in the auction, it is necessary to register oneself in the Auction System.

5.3 The starting price for obtaining the right to register 1-2-3 Domain is set as follows:

a) EUR 1000 (without VAT) for a two-character 1-2-3 Domain,

b) EUR 1500 (without VAT) for a one-character non-numeric 1-2-3 Domain and

c) EUR 2000 (without VAT) for a one-character numeric 1-2-3 Domain and more than two-character 1-2-3 Domain.

All prices and individual bids by auction participants in the Auction System are stated without VAT.

5.4 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.

5.5 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 500. By making the first bid in a specific auction, the sum of EUR 500, 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 1-2-3 Domain.

5.6 Each auction of an individual 1-2-3 Domain is limited in time, while the duration of the specific auction is indicated directly in the Auction System.

5.7 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 1-2-3 Domain auction, a contract on obtaining the right to register the affected 1-2-3 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 Conditions.

5.8 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.

5.9 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 1-2-3 Domain, while SK-NIC will then notify him of the details of the following procedure.

5.10 Payment according to Cl. 5.9 of the 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 1-2-3 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 point of the Conditions, the relevant contract on obtaining the right to register 1-2-3 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 Conditions.

5.11 The winner of the auction is obliged to ensure the application of the right to register 1-2-3 Domain obtained according to the Conditions no later than 30 calendar days from the date of payment according to Cl. 5.9 of the Conditions. Unless otherwise decided and notified to the winner by SK-NIC, the right to the affected 1-2-3 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 1-2-3 Domain will be considered successfully released. In case the auction winner will fail to register the 1-2-3 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 1-2-3 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 Conditions, the relevant contract on obtaining the right to register the 1-2-3 Domain is considered to be immediately terminated (to avoid any doubt, the amount of the contractual fine according to Cl. 5.11 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 1-2-3 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.

5.12 The auction release phase will be completed after the successful release of all released 1-2-3 Domains according to Cl. 3.1 of the Conditions or based on a decision by SK-NIC, which will be announced on the website of the Auction System. In case of unsuccessful release of individual 1-2-3 Domains, SK-NIC may cancel their release or start their re-release through a new auction. Upon re-release, SK-NIC is entitled at its own discretion to adjust the starting price according to Cl. 5.3 of the Conditions.

6. Payment and bidding payment terms

6.1 The fee for the registration right to a specific 1-2-3 Domain is not the price for the Domain registration according to the Rules, nor does it replace or modify it in any way.

6.2 All payments during the release process under these Conditions are made in Euro currency. SK-NIC will add VAT in the appropriate amount according to applicable tax legislation to payments made under these Conditions. SK-NIC issues invoices for payments according to these Conditions according to the legal regulations in force in the Slovak Republic.

6.3 The decisive moment for the payment of any payment to SK-NIC under these Conditions is the moment when the payment is credited to SK-NIC's account (i.e. the payment paid under these 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 1-2-3 Domains release is provided on the SK-NIC's website as well as on the invoice.

6.4 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, 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.

6.5 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.

6.6 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.

6.7 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 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 these Conditions.

6.8 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. 5.10 of the 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.

6.9 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.

6.10 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 these 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.

6.11 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, up to up to a total maximum amount of EUR 20 (excluding VAT). 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.

7. Special provisions for the consumer

7.1 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 1-2-3 Domain:

7.1.1 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;

7.1.2 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. 5.9 of the 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;

7.1.3 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;

7.1.4 if the Participant - consumer withdraws from the contract according to the 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 500 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;

7.1.5 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;

7.1.6 the contract withdrawal form is published on the website of the Auction System.

7.2 SK-NIC is responsible for provision of the services in a quality described in the 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 1-2-3 Domains for the winner of the auction.

7.3 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.

7.4 The Participant - consumer exclusively has the right to complain.

7.5 SK-NIC will handle the complaint without unnecessary delay, no later than within 30 calendar days from the date of the complaint receipt.

7.6 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.

8. Final provisions

8.1 SK-NIC

8.1.1 is not the owner of the rights to 1-2-3 Domains (except Domains where it is the Registrant), including 1-2-3 Domains that have not been registered or whose registration has not been completed,

8.1.2 is not responsible for the choice of the 1-2-3 Domain by its future Registrant, nor for the participation of a person in the Auction of a specific 1-2-3 Domain or for the use or non-use of the 1-2-3 Domain or for the manner in which 1-2 -3 Domain is being used,

8.1.3 is not responsible for the infringement of rights to trademark rights, business brands, names or companies resulting from the registration or use of the 1-2-3 Domain,

8.1.4 is not responsible for any failure on the side of the Registrar, even in cases where such failure causes unsuccessful registration of 1-2-3 Domain or termination of the registration period of 1-2-3 Domain,

8.1.5 is not responsible for damages and costs incurred as a result of or in connection with the impossibility of using the 1-2-3 Domain caused by the actions of the Registrar or any other third party,

8.1.6 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 1-2-3 Domain, even if it has been warned of the possibility of such damages, especially damages caused by

a) 1-2-3 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 1-2-3 Domain.

8.2 All exclusions from the responsibility of SK-NIC according to the Rules apply accordingly to SK-NIC also according to the Conditions. SK-NIC is also not responsible for the interruption of the availability of services provided under the 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.

8.3 In the event of a violation of the Conditions, SK-NIC is entitled to block any service provided to the violator in accordance with the 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 Conditions and the removal of the condition that is in conflict with the 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.

8.4 A person whose registration in the Auction System was terminated by SK-NIC in accordance with Cl. 8.3 of the Conditions is not entitled to the return of any claim received by SK-NIC under the 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 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. 5.10 c) of the Conditions applies to the auction guarantee. This means that in the event of a violation of the 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.

8.5 When obtaining the right to register 1-2-3 Domain in a way that contradicts or circumvents the 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 Rules in accordance with Cl. 4.5.4.2 of the Rules, as well as the 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.

8.6 Other language versions of the 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.

8.7 The current version of the Terms and Conditions is issued with validity and effectiveness from October 1, 2024. SK-NIC reserves the right to change the Conditions, about which it will inform on the Auction System website.

Annex No. 1: List of to-be-released 1-2-3 Domains

0.sk
1.sk
2.sk
3.sk
4.sk
5.sk
6.sk
7.sk
8.sk
9.sk
a.sk
b.sk
c.sk
d.sk
e.sk
f.sk
g.sk
h.sk
i.sk
j.sk
k.sk
l.sk
m.sk
n.sk
o.sk
p.sk
q.sk
r.sk
s.sk
t.sk
u.sk
v.sk
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ca.sk
cc.sk
cd.sk
cf.sk
cg.sk
ci.sk
ck.sk
cl.sk
cm.sk
cn.sk
co.sk
cr.sk
cu.sk
cv.sk
cx.sk
cy.sk
cz.sk
de.sk
dj.sk
dk.sk
dm.sk
do.sk
dz.sk
ec.sk
ee.sk
eg.sk
eh.sk
er.sk
es.sk
fi.sk
fj.sk
fk.sk
fm.sk
fo.sk
fr.sk
ga.sk
gb.sk
gd.sk
ge.sk
gf.sk
gh.sk
gi.sk
gl.sk
gm.sk
gn.sk
gp.sk
gq.sk
gr.sk
gs.sk
gt.sk
gu.sk
gw.sk
gy.sk
hk.sk
hm.sk
hn.sk
hr.sk
ht.sk
hu.sk
ch.sk
id.sk
ie.sk
il.sk
in.sk
io.sk
iq.sk
ir.sk
is.sk
it.sk
jm.sk
jo.sk
jp.sk
ke.sk
kg.sk
kh.sk
ki.sk
km.sk
kn.sk
kp.sk
kr.sk
kw.sk
ky.sk
kz.sk
la.sk
lb.sk
lc.sk
li.sk
lk.sk
lr.sk
ls.sk
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Annex No. 2: Rights and obligations in connection with personal data and data in general within 1-2-3 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 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. 2 of the 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 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 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 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. 2 of the Conditions that are not necessary for the fulfilment of obligations under the 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 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 Conditions and in ensuring compliance with the 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. 2 of the Conditions is name, surname, residence or delivery address, date of birth, vat ID, 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

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 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. 2 of the Condition is optional and SK-NIC will process these personal data for purposes according to Cl. 1.2.3 of Annex No. 2 of the 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. 2 of the 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 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 applicant interested in applying the priority right and 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 applicant interested in applying the priority right and the person applying for registration in the Auction System acknowledges that SK-NIC is authorized for purposes related to the release of the 1-2-3 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 Conditions and according to the 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 Conditions and according to the 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 from the phase of application of priority rights by trademark owners 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 and from the phase of application of priority rights by trademark owners 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. 2 of the Conditions. Data, information or any of their parts, which are operated by SK-NIC according to the 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. 2 of the 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 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 16; however, if a person under the age of 16 is interested in using these services, its consent must be expressed in writing or approved by the legal representative of that person.

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 Rules, while the person concerned is considered a User according to the 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. 2 of the 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. 2 of the Conditions, it may request the provision of additional information necessary to confirm the identity of the person concerned.

Annex No. 1 has been updated on Nov 10, 2026.