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TERMS AND CONDITIONS
of DOMAIN NAME SERVICE in .sk TOP LEVEL DOMAIN
(hereinafter „**Terms and Conditions** ")

PART 1: INTRODUCTION AND DEFINITIONS

1　Introductory clause

1.1　The aim of the Terms and Conditions is to specify the principles of usage of the second level domain namespace within .sk top level domain.

Throughout these Terms and Conditions, the following capitalised terms and expressions shall have the meaning ascribed thereto below:

1.2　**.sk Second Level Domain Name .sk** (hereinafter **„Domain Name"**) is a domain name directly under .sk top level domain name.

1.3　**Delegated Domain Name** is a Domain Name, whose record is administered on the primary domain name server (so called „zone .sk").

1.4　**Central Domain Name Register** (hereinafter „**Register**") is the Domain Name database and data relevant to the Domain Name registered on the basis of these Terms and Conditions.

1.5　**Domain Name Registration** is the process of recording the Domain Name in the Register.

1.6　**Registration Period** is the period for which the Domain Name is registered, beginning with the day of registration and ending on the expiry day, calculated in years. 28th February is always expiration day for Domain Names with beginning of Registration period on 29th February.

1.7　**SK-NIC** means the company SK-NIC, a.s. with its reg. No: 35 698 446, recorded in the trade register of city court Bratislava III, Slovakia within: Sa, inset No.: 1156/B, that is the exclusive registration authority for the top level domain name .sk and that manages the Register.

1.8　**SK-NIC Website** is the website with the address https://www.sk-nic.sk.

1.9　**User of the Register** (hereinafter **„User"**) is a person recorded in the Register for the purpose of using services offered by SK-NIC.

1.10　**Registrant** is a User, who based on a successful Domain Name registration, acquired rights and duties to the Domain Name, including the right to use and dispose of the given Domain Name.

1.11　**Registrar** is a User that, via a Registrar contract with SK-NIC, brokers Domain Name registration and relevant services in the Register.

1.12　**Authorised Registrar** is a Registrar chosen by the Registrant to manage its particular Domain Name or to manage its contact data in the Register. Each Domain Name and/or User contact data are allowed to have only one Authorised Registrar at any one time.

1.13　**Written** means on paper or electronically.

1.14　**DNS key** is a public key used to verify the authenticity of a private key within DNSSEC technology.

1.15　**GDPR** is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

PART 2: DOMAIN NAME REGISTRATION AND TREATING OF DOMAIN NAME

2   User

2.1   A User may be any physical or legal person that has a postal address (address to receive physical paper forms of communication) in any of the European Union member states, or a state within the European Economic Area, a member state of the European Free Trade Association or in the United Kingdom.

2.2   SK-NIC will record the details of a User based on the request submitted through its chosen Registrar. The User will receive a User identifier while being recorded in the Register and is obliged to use this identifier for any further identification within communication with SK-NIC. The Registrar will subsequently become the Authorised Registrar of this User's contact data.

2.3   A User is in accordance within conditions defined by these Rules entitled to
    2.3.1   change its contact data,
    2.3.2   change the Authorised Registrar for its contact data,
    2.3.3   record persons in the Register that are entitled to act in its name, within the extension of identification data defined by SK-NIC,
    2.3.4   record name servers and DNS keys in the Register,
    2.3.5   cease to be recorded in the Register, if it is not Registrant or Registrar.

2.4   A person, when submitting a request to be recorded as per point 2.2, or a User, when changing its contact data, registering a Domain Name or prolonging the Registration period declares that
    2.4.1   it has read and understood the Terms and Conditions and accepted them,
    2.4.2   it has read and understood the conditions of personal data protection in accordance with the Terms and Conditions and
    2.4.3   the data submitted to be recorded, is to the best of their knowledge and at the time of its submission is complete and correct.

2.5   The User is obliged
    2.5.1   to ensure that any persons recorded in the Register in accordance with point 2.3.3 above, also comply with the conditions contained in points 2.4.1 to 2.4.3,
    2.5.2   on SK-NIC's bidding, the bidding of a court, administrative body, arbitrator or arbitration tribunal to provide within the specified period the delivery address within the territory described under point 2.1, or designate a person authorized to represent it with the delivery address within the territory described under point 2.1, while the address shall be used for delivery of documents related to the rights and obligations under the Terms and Conditions, if the residence or site of the Registrant is outside the territory referred in point 2.1.

2.6   SK-NIC is entitled to cease the record of a User
    2.6.1   that has not been assigned to a Domain Name, set of name servers or set of DNS keys nor a Registrar and at the same time its contact data has not been changed for a period of 6 consecutive months or
    2.6.2   whose address recorded in the Register does not conform with point 2.1 and the User has not provided such an address to SK-NIC within 14 days of a request being made
    2.6.3   whose Domain Name contract is withdrawn due to violation of points 4.5.4.2 to 4.5.4.7 or whose Registrar contract is withdrawn due to violation of points 9.13.1 to 9.13.3.

3   Registrant

3.1   The User becomes a Registrant upon the successful registration of a Domain Name, and where it receives a limited, transferrable, renewable and exclusive right to use the Domain Name during Registration period, unless otherwise stated by the Terms and Conditions. The Registrant does not

receive any other rights except those mentioned in the previous sentence in regard to the Domain Name. A Domain Name Contract between SK-NIC and the Registrant is concluded upon the successful registration, for definite period and until the end of the Domain Name Redemption Grace Period.

3.2   The User is obliged to use its User identifier when registering a Domain Name.

3.3   If the User requesting the registration of a Domain Name is a consumer according to the relevant law

    3.3.1   it accepts that by submitting the Domain Name registration request that the Domain Name registration becomes effective as soon as the conditions to register the Domain Name are fullfilled, i.e. before the expiration period to cancel the contract by consumer set by specific law,

    3.3.2   it is not entitled cancel the Domain Name contract if the Domain Name registration was done before the expiration period to abandon the contract by consumer set by specific law elapsed.

3.4   During the Registration period of Domain Names registered by the User, it is obliged to

    3.4.1   fulfil the conditions laid out in point 2.1 and inform SK-NIC immediately via the Registrar immediately should the fulfillment cease to exist,

    3.4.2   maintain actual, true, accurate and complete contact data in the Register,

    3.4.3   provide in relation to and within communication with SK-NIC only valid

        a)   e-mail address,

        b)   postal address and take papers (paper documentation) from it during the whole Registration period,

        c)   phone number,

    3.4.4   not use and not allow the use of the Domain Name in a way that violates the rights or justifiable interests of third parties,

    3.4.5   not use and not allow the use of the Domain Name in bad faith or with any intent that is contradictory to lawful use,

    3.4.6   adhere to the Terms and Conditions in their actual version.

3.5   Registrant is according to and within conditions set by these Terms and Conditions entitled to

    3.5.1   modify specific settings for the Domain Name (except during its Redemption Grace Period),

    3.5.2   end or renew the Registration period of the Domain Name (also during its Redemption Grace Period),

    3.5.3   change the Domain Name's Authorised Registrar (also during its Redemption Grace Period) or transfer the Domain Name to another User (except during its Redemption Grace Period).

3.6   When submitting its Domain Name registration, the User acknowledges that

    3.6.1   unacceptable Domain Name signification results from the use of word that is an element of

        a)   a trademark registered by the Industrial Property Office of the Slovak Republic,

        b)   an international trademark with Slovak Republic label,

        c)   a European Union trademark,

        d)   a trademark with a reputation within European Union territory, or

        e)   a mark of common knowledge that became commonly known within Slovak Republic territory or in relation to Slovak Republic regardless of its country of origin,

        to which the rights belong to a person other than the Registrant,

    3.6.2   the Domain Name or its use should not violate rights of third parties to trademarks, business marks, names, company business names etc., whereby by submitting the Domain Name registration the User at the same time confirms that with the knowledge of possible violation of the aforementioned rights and legislation it made maximum endeavours to assure that the Domain Name won't be violating these rights and legislation and that in the case of such a violation it alone is responsible for the damage caused to third parties,

    3.6.3   the Domain Name registration is not a means of protection against the objections of third parties in relation to this registration and the given Domain Name usage.

3.7   The User is responsible for any detriment to SK-NIC due to providing false, incomplete, inaccurate or misleading data, or the use of the Domain Name in a way that violates the Terms and Conditions or rights of third parties. The User furthermore agrees to immediately compensate SK-NIC for any such detriment or expenditure (cost) that SK-NIC was obliged or will be obliged to pay to third parties in

relation to a service provision by reason of violation of trademark rights, rights to business name usage or any other rights of intellectual property, if such a violation is related to the choice of Domain Name and obligation of the detriment compensation is admitted by an effective and executable court decision.

4   Rules of Domain Name Registration

4.1   Rules for Domain Name creation

4.1.1   Only the following Domain Names can be registered:

     4.1.1.1   Available Domain Names. A Domain Name is available if
- a)   it is not already registered,
- b)   it is not listed in the list of Domain Names that are not allowed to be registered; the list is published on SK-NIC Website,

     4.1.1.2   They meet the following technical requirements – character string of the Domain Domain:
- a)   meet RFC 1034, RFC 1035, RFC 1122 and RFC 1123 standards and any other standard that replaces or complements them,
- b)   is a maximum of 63 characters long,
- c)   contains the Latin letters „a" to „z" without punctuation, diacritical marks, the digits „0" to „9" and hyphen „-" only, is in the Unicode character representation, doesn't begin or end with a hyphen „-" and doesn't contain two hyphens „-" positioned consecutively.

4.1.2   Domain names are not case-sensitive.

4.1.3   It is not possible to change the character string of the Domain Name after its registration.

4.2   Domain Name Registration and Registration Period Extension

4.2.1   The User submits its request to register a Domain Name through a Registrar, who will become the Authorised Registrar of the given Domain Name after its successful registration.

4.2.2   Unless otherwise provided for in the Terms and Conditions, SK-NIC shall register Domain Names in order in which requests are received („first come, first served"), and if it is relevant, also in order of payment receipt according to point 4.2.3.3, in accordance with the Terms and Conditions.

4.2.3   Following receipt of the request, SK-NIC shall register the Domain Name providing that

     4.2.3.1   the request of the Domain Name doesn't contain any deficiences hindering its further processing,

     4.2.3.2   the requested Domain Name was registered due to other request while the request had been processed,

     4.2.3.3   SK-NIC receives payment of the appropriate price including all relevant fees.

4.2.4   The User is allowed to submit a request to renew the Domain Name Registration period, through the Authorised Registrar. The renewal is only possible in whole years up to a maximum of 10 years of unelapsed Registration period and SK-NIC will execute the extension if

     4.2.4.1   the request to renew the Domain Name Registration period is delivered within Registration period or Redemption Grace Period of the Domain Name and

     4.2.4.2   SK-NIC has received payment of the appropriate price including all relevant fees within the Registration Period or Redemption Grace Period of the Domain Name.

4.2.5   When all conditions according to point 4.2.4 are fullfiled, the Registration period may be renewed repeatedly.

4.2.6   If the request to renew the Registration period is delivered within the Redemption Grace Period of the Domain Name, the Registratoin period is extended retroactively from the Domain Name expiry date.

4.3   Domain Name Transfer to a New Registrant

4.3.1 SK-NIC will transfer the Domain Name to another User (hereinafter „New Registrant") based on the Registrant's request submitted via the Authorised Registrar of the given Domain Name. The Authorised Registrar may submit such a request only upon receipt of a written request from the Registrant and with the approval of the New Registrant. The Authorised Registrar, original Registrant and New Registrant are fully responsible for such a transfer and for the proper documentation and completion of the request to SK-NIC.

4.3.2 Provided that the relevant legally accceptable documentation is submitted simultaneously with the request, SK-NIC will also transfer the Domain Name at the request of such a User that is an heir or more precisely an assignee of the Registrant.

4.3.3 The transfer of the Domain Name to a New Registrant does not change the Domain Name expiry date.

4.3.4 The successful transfer of a Domain Name to a new Registrant has the effect of terminating the Domain Name contract with the former Registrant and concludes a Domain Name contract between SK-NIC and the new Registrant, for a fixed term period until the end of the Redemption Grace Period.

4.4 Change of Authorised Registrar

4.4.1 SK-NIC will change the Domain Name Authorised Registrar based on a request delivered via the future Domain Name Authorised Registrar with the relevant authorisation by the Domain Name Registrant. The change of Authorised Registrar in the User's contact data will be proceeded accordingly.

4.4.2 Upon successful change of Authorised Registrar, a 1 year renewal of the Domain Name registration period will automatically occur.

4.5 Termination of Domain Name Registration Period, Redemption Grace Period and Cancellation of Domain Name Registration Procedure

4.5.1 SK-NIC will terminate the Domain Name Registration Period following the Registrant's request delivered via the Domain Name Authorised Registrar, which will cause the simultaneous termination of the Domain Name Contract.

4.5.2 On the day after the expiry date, the Domain Name passes into its 40 day Redemption Grace Period, during which the Domain Name is not released for registration by other persons. A Domain Name in a Redemption Grace Period is not delegated.

4.5.3 If, during the Redemption Grace Period, the Domain Name registration period is not extended and elapses or if the Domain Name Registration Period is terminated, the Domain Name ceases to exist and is deleted on the next day.

4.5.4 SK-NIC should instantly terminate the Domain Name Registration Period (and simultaneously withdraw from the relevant Domain Name Contract effective from the day that the Domain Name Contract withdrawal notice is given to the Registrant) or Domain Name registration procedure if

    4.5.4.1 the Domain Name is in conflict with the rules for Domain Name creation according to point 4.1,

    4.5.4.2 the data recorded in the Register in respect to a Domain Name is false, inaccurate, incomplete or misleading and no corrected data has been provided within 15 days from SK-NIC's correction request,

    4.5.4.3 the delivery address or any other agreed place to delivery recorded in the Register is not functioning address,

    4.5.4.4 SK-NIC finds out that the acceptace of the Terms and Conditions was not granted in accordance with the Terms and Conditions,

    4.5.4.5 The Registrant breaches the Terms and Conditions, specifically in relation to points 3.4.1 to 3.4.3 or according to point 2.5,

    4.5.4.6 the Domain Name is used in a way that threatens national or international information security according to point 4.6.2,

    4.5.4.7 the User has not concluded contract with SK-NIC in accordance with point 9.16,

4.5.4.8 it is so stated by effectual and executable decision specified in the point 7.6,

4.5.4.9 termination is as a result of other clauses of the Terms and Conditions.

4.5.5 SK-NIC is entitled to cancel the Domain Name registration procedure upon request by the User that initiated the registration procedure.

4.5.6 Termination of the Domain Name Contract terminates any User's right to the given Domain Name.

4.6   Domain Name and User Blocking

4.6.1 If there exists suspicion that there was illegitimate disposal of the Domain Name, mainly usage according to point 4.6.2,, besides procedure stated in point 7.6, SK-NIC is entitled to block a Domain Name in regard to some or all activities or services (these activities or services will now be executed or provided) or to do any other objectively performable activitybased on its own discretion. SK-NIC is entitled to unblock the Domain Name in the same way. SK-NIC will send the Registrant information about such an activity. SK-NIC is entitled to block a Domain Name transfer to a New User or premature termination of a Domain Name Registration Period also based on the request of a Complainant according to ADR Rules if the Complainant pays the applicable fees for the procedure and simultaneously declares that it will recompense the Registrant for any damages if any such damages will be caused within this context in the event that the Complainant's proposal to ADR Centre will be rejected; the liability of SK-NIC is excluded in this case.

4.6.2 SK-NIC is also entitled to block Domain Name delegation if the Domain Name is used in such a way that threatens national or international information security, specifically if the Domain Name or services provided via it are being used to

4.6.2.1 distribute malware (viruses, keyloggers, rootkits, exploits etc.),

4.6.2.2 feign content relating to a different service (mainly phishing) or

4.6.2.3 manage a network of devices infected without authorization for the purpose of executing illegal activity (mainly botnet).

4.6.3 SK-NIC is allowed to block delegation in accordance with point 4.6.2 for up to 30 days and if required repeat this indefinitely. However, SK-NIC is neither obliged to actively search for Domain Names that might fullfil conditions according to point 4.6.2 nor to block such a Domain Name.

4.6.4 Details applicable to the verification of conditions and relevant procedures for blocking according to point 4.6.2 are determined by specific rules of Domain Name blocking by reason of information security breach.

4.6.5 The procedure in accordance with points 4.6.1 to 4.6.3 does not apply to claims for proprietary rights protection of third parties or action against unsolicited mail distribution (spam). This will not restrain SK-NIC from following points 4.6.1 to 4.6.3 if conditions of point 4.6.2 are met.

4.6.6 Clauses in relation to to points 4.6.1 to 4.6.5 are appropriately applied to User blocking.

4.7   Special services related to Domain Names and Users

4.7.1 SK-NIC reserves the right to introduce services enabling additional special services related to Domain Names and Users at any time, while details of their usage shall be made available on SK-NIC Website and/or via Register.

5   Price List and Terms of Payment

5.1   Prices of individual services offered by SK-NIC to Registrars, Registrants, Users and other persons and terms associated with them are determined in the Price List. Special written statements and non-standard administrative activities are generally offered by SK-NIC for a fee.

5.2   The price of services provided to the Registrant by Registrars are determined in a contract between themselves.

5.3 Any Registrant's payments for services provided by SK-NIC are performed through the Registrar.

5.4 The decisive moment of any payment to SK-NIC is the moment of receipt on SK-NIC's account.

5.5 The Domain Name or User blocking, cancellation of Domain Name registration procedure or termination of Domain Name Registration Period, extension of Domain Name Registration Period, Domain Name transfer and change of Authorised Registrar according to the Terms and Conditions and any other activity according to Article 12 does not create the right to return any fullfilment received by SK-NIC according to the Terms and Conditions, including the return of the price paid and fees or any of their part. The same applies to received fullfilment, where the price of individual services changed at a later date.

6   Communication Conditions in Respect to Domain Names

6.1 The User is obliged to communicate with SK-NIC in Slovak, Czech and English languages only.

6.2 SK-NIC is not obliged to use any other language but Slovak in communication from its side or accept communication in a language different from Slovak, Czech or English.

6.3 If any document or paper is presented to SK-NIC in a language different from Slovak, Czech or English, officially verified translation into the Slovak langauge including any attestation clauses has to be attached to the document or paper.

6.4 For the purposes of these Terms and Conditions, written form of communication is deemed to have happened if it is carried out using electronic or other technical devices that allow capturing and recording of this communication for its repeatable access and assessment of persons that perfomed the communication.

6.5 SK-NIC and the User accept the validity and authenticity of mutual communication by electronic means and also in respect to the assessment of the validity and effectiveness of the legal acts in cases, where written form is not required.

6.6 Other person neither receives any rights when communicating with SK-NIC in a language different from Slovak, Czech or English, neither does SK-NIC receive any obligations in this context.

6.7 Communication between SK-NIC and the User is done mainly through the appropriate Authorised Registrar (for Domain Name or contact data), If SK-NIC communicates with the User directly, it does so based on the data in the Register.

6.8 If the Authorised Registrar demonstrably fails to mediate the request or instruction of the User and the User proves that it made all efforts to achieve Registrar's mediation of the request or instruction, SK-NIC may accept the relevant activity and execute it directly upon receipt of the User's request delivered to SK-NIC. However, SK-NIC is neither obliged to accept such a request nor provide reasons why it had not been accepted.

6.9 Communication between SK-NIC and the User is preferably done by electronic means, in case of Registrar mainly via Register and interfaces defined by SK-NIC.

6.10 While making requests or giving instructions according to the Terms and Conditions, every person is obliged to use forms designated by SK-NIC for this purpose, if such exist, whereby SK-NIC reserves the right to change these forms if necessary.

6.11 Written communication addressed to SK-NIC has to be sent to an address provided on the SK-NIC Website, whereby the communication will be considered delivered if:

6.11.1   in case of electronic communication at the moment of the request sending a confirmation printout through an appropriate choice or form within Register,

6.11.2   in the case of a registered postal package with advice of delivery and postal fee prepaid by the appropriate sender, or where hand-delivered (including usage of courier service) at the moment delivery is accepted. Where delivery of the package was not accepted by SK-NIC and it remains unaccepted for 15 days, at the third day of refusal.

6.12 Written communication addressed by SK-NIC to the User is considered delivered if it is sent to the address registered within the contact data of the relevant subject or to the adess in accordance with point 2.5.2, i.e. to

6.12.1   the e-mail address of the relevant subject in the case of electronic communication, at the moment of the e-mail receipt or at the recorded time of the attempt to send the relevant message in the log file of the e-mail server used by SK-NIC or (in the event that the package was not accepted by the recipient, at the third day of its storing at the Post or in the case of refusing delivery, the moment of refusal)

6.12.2   the delivery address, whereby in case of

a) registered postal package when proof of delivery will be simultaneously signed or the package will be returned as undeliverable or delivery is not accepted by the recipient (in case when delivery was not accepted by the recipient, it will be considered delivered at the third day of its storing at the Post or in case of refusal to take delivery, at the moment of refusal),

b) personal delivery (including usage of a courier service) the package copy or proof of delivery will have the date of delivery filled-in.

6.13   SK-NIC is entitled to place reliance on the accuracy, veracity and completeness of the data recorded in the Register, while the accuracy, veracity and completeness of the data recorded mainly according to points 2.2, 2.3.3, 3.4.2, 3.4.3, 9.6.6 and 9.6.15 represent a matter of fact crucial for SK-NIC to fulfill its obligations to the User. Therefore in case of inaccuracy, mendacity or incompleteness of this data the only one to bear the consequences of incorrect or inaccurate data being provided by the User is the User themselves.

6.14   If there are additional persons recorded in the Register that can authorize an activity, the request or instruction of any of them is sufficient.

6.15   In the case of persons other than those recorded in the Register, these persons might be allowed to act on their behalf, however, it is necessary to

6.15.1   use within authentication and authorisation through such persons in the name of legal person only officially verified signature, qualified electronic signature with time stamp or qualified electronic seal with time stamp according to the relevant legislation,

6.15.2   provide within each activity an original or verified copy of the abstract from the business register not older than 3 months, which shows that the business name of the legal person or identifier of the legal person in these documents is precisely in accordance with the data of the legal person in the Register and the person according to these documents has to able to act on behalf of the legal person in the field of Domain Name registration,

6.15.3   also provide a warrant with the officially verified signature of the donor of power if acting through warrant.

6.16   The only criteria for date and time of receipt of request, inquiry or instruction, mainly in respect to Domain Name registration, is the date and time of receipt of the full and technically correct electronic version of the request in the relevant SK-NIC system in accordance with the Terms and Conditions. If the request is in accordance with the Terms and Conditions delivered in other than electronic way, the decisive criteria is the date and time of delivery of this request to SK-NIC.

7   Governing law, dispute resolutions and procedure within court and other decisions

7.1   Any legal (mainly contractual) relationship between SK-NIC and the User is governed by the law of the Slovak Republic.

7.2   The decisive language of any contract between SK-NIC and the User, and also of any document which the contract is referring to, is Slovak. If the contract or above mentioned document is produced in multiple languages, the Slovak version will prevail and translations to other languages are for reference only.

7.3   The User is obliged to make all necessary endeavors to resolve any disputes involving Domain Names and their registrations and contracts according to the Terms and Conditions or in respect to them in conciliatory manner, including cases when third persons are being involved.

7.4 A Registrant is obliged to resolve a dispute with regard to its Domain Name registered within the Register according to the Rules of Alternative Dispute Resolution and conditions stated within.

7.5 A Registrant is obliged to inform SK-NIC without unnecessary delay when a dispute about its Domain Name has been initiated.

7.6 If a final and enforceable decision of a court of the Slovak Republic, final decision of an international court applicable in the Slovak Republic territory according to international agreed commitments or expert decision according to the Rules of the Alternative Dispute Resolution enforces so to SK-NIC, SK-NIC shall allow or execute objectively performeable activity related applicable to the handling of a Domain Name, mainly Domain Name blocking according to point 4.6, termination of a Domain Name Registration period and Domain Name transfer; , even in cases where if SK-NIC was not a participant in the given procedure or dispute where such a decision was made, SK-NIC is entitled to carry allow or execute such an activity. To avoid uncertainty, it is in force that content of this clause is neither in conflict with nor it limits point 4.6 application.

7.7 Decisions according to point 7.6 have to be provided to SK-NIC in original or officially verified copy and have to include validity and enforceability clauses. (Not required in interlocutory judgements).

7.8 If court decisions according to point 7.6 state an obligation to terminate a Domain Name Registration period, but they do not simultaneously state the obligation of a Domain Name transfer, SK-NIC will block any registration of the Domain Name for a period of 1 month following such a termination, except by a person that claimed the termination aimed at the Registrant or a third person, that was supposed to receive this right based on a written transfer.

8 Rights and obligations in respect to personal data and data in the Register

8.1 Register and the data contained within it, including personal data, is managed by SK-NIC. SK-NIC is data controller according to the relevant legal enactments regulating personal data protection, mainly GDPR (henceforth for this Article together only as „Regulations"). Due to SK-NIC being controller that has determined the purpose and means of the processing of personal data for the purposes of the Terms and Conditions, Registrar has status of processor when fullfiling its duties within registration and management of Domain Names and within related activities executed in the Register according to the Terms and Conditions. Conditions of processing of personal data between SK-NIC as a controller and Registrar as a processor are defined in the Registrar contract. Equaly, Registrar processes personal data of the User, with whom it has concluded a contract according to point 9.17 of the Terms and Conditions, in its own information systems, in its own name, for the purposes and means determined by itself where the Registrar itself is individual controller in this relation, while SK-NIC is not responsible for any such processing of personal data.

8.2 A person requesting to be recorded in the Register confirms by doing so that according to the Regulations it has read and understood following information before personal data collection for the purpose of this evidence:

    8.2.1 personal data of the User and of the contact persons and representatives of the User will be processed by SK-NIC as a controller according to the Regulations for the purposes provided below,

    8.2.2 in the event that SK-NIC is obligated to designate data protection officer according to the Regulations, the contact data of the data protection officer are provided on the SK-NIC Website,

    8.2.3 the purposes of the processing of the personal data according to point 8.2.1 and legal basis of SK-NIC for this processing are:

        a) recordings of the User in the Register and related conclusion of contracts as defined by the Terms and Conditions (in particular the Domain Name Contract and Registrar contract) and exercise of rights and fulfillment of obligations resulting from them – legal basis for this processing is based upon fullfilment of contracts as defined by the Terms and Conditions and execution of the proceeding prior the contracts conclusions,

        b) provision of the personal data to a person that demonstrates to SK-NIC legitimate interest to collect data from the Register in the necessary extent for the purpose of demonstration,

exercitation and advocacy of legal claims of this person – legal basis for this processing is based on the legitimate interest of SK-NIC to ensure compliance with the Terms and Conditions and legitimate interest of the third person to demonstrate, exercise and advocate its legal claims,

c) provision of the personal data to ADR Centre if these data are necessary to plead and decide cause according to the ADR Rules – legal basis for this processing is based on the legitimate interest of SK-NIC and of ADR Centre to ensure compliance with the Terms and Conditions and ADR Rules,

d) processing of the User data that are not necessary to fulfill the contracts according to the Terms and Conditions, but the User has provided them to SK-NIC mainly to ensure communication with SK-NIC within exercise of rights and fulfilling of the obligations according to the Terms and Conditions, and also for the purpose to identify the User within demonstration, exercitation and advocacy of its legal claims – legal basis for this processing is based on the communication provision with the User and legitimate interest of the user to ensure demonstration of its identification within communication with SK-NIC and also in relation to demonstration, exercitation and advocacy of its legal claims,

e) creation of the zone file TLD .Sk backup and data on TLD .Sk name space in encrypted form according to the SK-NIC obligation resulting from the cooperation agreement No. 749/130/2006 concluded on June 5, 2006 with the Deputy Prime Minister's Office for Investments and Informatization of the Slovak Republic – legal basis for this processing is based on legal interest of the Slovak Republic to create and preserve backup of the TLD .Sk zone file, and also on legal interest of SK-NIC to comply with its obligations in top level domain name .sk management,

f) publicization of personal data via specific service for data publicization (for example WHOIS) – legal basis for this processing is based on the consent of the User expressed via appropriate technical setting.

8.2.4 Extent of the personal data processed by SK-NIC according to point 8.2.1 is name, surname, residence eventually postal address, date of birth, contact data (phone number, e-mail address, fax) and IP address. In specific cases where necessary for the purpose of the processing or if it so results from the Terms and Conditions or from the public statute, SK-NIC also processes birth number and/or number of the identification document of the User,

8.2.5 Registrar provides personal data of the User to SK-NIC in the necessary extent for the purpose of conclusion of the Domain Name Contract, namely name, surname, residence (or of it it doesn't fulfill the conditions of the Terms and Conditions also postal address) and e-mail address of the User; provision of these personal data is contract requirement, while without provision of these data it is not possible to fulfill liabilities of SK-NIC according to the Terms and Conditions. Unless otherwise indicated within the Terms and Conditions or within specific public statute or if the data are not necessary to provide specific services of SK-NIC, processing of other personal data is optional and SK-NIC will process such personal data for the purpose according to point 8.2.3 only if the User provided these data to SK-NIC.

8.2.6 SK-NIC does not publish personal data according to point 8.2.4 of the User that is natural person non-enterpreneur, unless the User marks the data, where it is so allowed, as public. Public data are published via specific service to publish data (for example WHOIS). Non-publicization of the data doesn't touch right of SK-NIC to record and process such data according to the Terms and Conditions and due to technical reasons necessary for Register operation to any Registrar, including Registrars seated outside of the Slovak Republic, or to other persons according to the Terms and Conditions; SK-NIC publish contact dat of the Registrar in extent necessary according to the Terms and Conditions and to the Registrar contract,

8.2.7 SK-NIC processes personal data of the User during the duration of the contract relation according to the Terms and Conditions and within period of 6 months after the termination of the contract;

SK-NIC is entitled to preserve the data also after this period end in relation to the legitimate period of limitation resulting from applicable law.

8.3 The User and person that requests to be recorded in the Register takes cognizance of the fact that SK-NIC is entitled to create duplicates (for example by copying or by scanning) and create transcripts of the public records provided by it for the purpose of provided personal data verification.

8.4 The User acknowledges that for the purpose relating to Domain Name registrations, SK-NIC is entitled to

8.4.1 at its own discretion or based on the suggestion of the User optimize the data recorded in the Register, whereby for this purpose, SK-NIC is entitled to merge records on contact data, name servers and DNS keys differenciated by identifier only. If SK-NIC makes such a mergence, it will keep all the relevant relations of the merged records. SK-NIC will notify all respective persons recorded in the Register about such a mergence,

8.4.2 for the purpose of fulfilling obligations and of execution of rights according to the Terms and Conditions, provide data from the Register to third persons as processors of these data, if these third persons provide the contractual fullfilments necessary to fulfill obligations and to execute rights according to the Terms and Conditions; if these third persons handle personal data according to the Regulations, their list is provided on the SK-NIC Website,

8.4.3 provide data from the Register and documents related to the Domain Names registrations to state authorities, courts, courts of arbitration and to ADR Centre, including hidden data and historical data, consistent with the relevant legislation within the scope of their official authority, with the ADR Rules or within the scope of dispute resolutions; data provided in this way are provided in relation to the particular Registrant, Registrar, set of contact data or Domain Name, although only if they are available,

8.4.4 provide data from the Register to third persons that proved to SK-NIC its legitimate interest according to the Regulations to obtain these data for the purpose of demonstration, exercitation and advocacy of their legal claims, only in scope limited to what is necessary.

8.5 The data in the Registry is processed only for the purposes stated in point 8.2.3. Any data, information or any of its section where SK-NIC is the data controller according to the Terms and Conditions can not be processed beyond the purpose of the Register without prior consent of SK-NIC, whether it be stored, reproduced, saved or transferred, in any form. The usage of data, information or any of its section in conflict with the stated purpose may be considered as violation of the rights of SK-NIC, the rights of persons whose data are processed in the Register or of persons having the intellectual property rights of such data, or any other ownership rights to this data or information. Violation of such rights may include collection of data, or its provision with the purpose to send unsolicited mails and harm the operation of the network service, or the rights of persons registered in the Register. Other laws may apply to these violations as well.

8.6 Processing of personal data under the Article 8 is exercised in the framework of member states of the European Union and European Economic Area; processing of personal data in any third country pursuant to the Regulations may be executed solely with the approval of SK-NIC and upon satisfying of specific conditions of adequacy under the GDPR.

8.7 Services provided under the Terms and Conditions which require the consent of the User to process User´s data (e.g. specific service for data public directory), are not primarily intended for persons below the age of 16; if, however, the person younger than 16 has interest in using such type of service, his/her approval needs to be made in writing, or approved by the statutory representative or parent of such person.

8.8 Providing that the conditions stipulated in the Regulations are followed, the User has the following rights:

8.8.1 The right of access to the data: The User has right to obtain SK-NIC's confirmation as to whether or not his or her personal data are being processed by SK-NIC, what personal data are being processed and the User also may request copy of the processed personal data,

8.8.2 The right of rectification: The User is entitled to obtain without undue delay the rectification or addition of its inaccurate personal data while the SK-NIC shall execute the rectification of the User's data in accordance with Article 6 of the Terms and Conditions,

8.8.3 <u>The right to erasure:</u> In the event GDPR conditions are followed, the User is entitled to request and obtain without undue delay the deletion of the User's personal data (the User has right to erasure particularly when the User's personal data is no longer needed for the purposes they were processed for or if the personal data were processed without lawful cause. The right to erasure shall not be exercised if the personal data must be retained for legal claims such as to demonstrate, exercitate and advocate legal claims of SK-NIC or of third parties),

8.8.4 <u>The right to restriction of processing:</u> In the events specified by GDPR (for example if the User contests the accuracy of the personal or the processing is unlawful or if SK-NIC no longer needs the personal data for the purposes defined in the Terms and Conditions, but the User requires them to establish, exercise or defend legal claims), the User has right to request SK-NIC to restrict processing,

8.8.5 <u>The right to data portability</u>: In the events specified by GDPR (i.e. if based on the agreement fullfilment the personal data were processed by automated means), the User has right to receive the provided personal data in a structured, commonly used and machine-readable format and has right to request to trasmit those personal data to other controller managing top level domain .sk; the right of personal data transmision directly from SK-NIC to another controller exists only if such transmision is technically possible,

8.8.6 <u>The right to object:</u> If the legal basis for personal data processing according to GDPR is consent, the User has right to object against any such processing. SK-NIC shall no longer process such data unless SK-NIC demonstrates compelling legitimate grounds for the procesing which override the interests, rights and freedoms of the User or legitimate grounds for the demonstration, exercitation or advocacy of legal claims of SK-NIC or third persons. The User has right to object at any time to processing of personal data for direct marketing purposes; in the event of objection to personal data processing according to this sentence, the personal data shall no longer be processed for such purposes.

8.8.7 <u>The right to withdraw consent:</u> If consent is legal basis for execution of personal data processing, the User has right to withdraw such consent at any time. Consent withdrawal doesn't influence the lawfulness of data processing based on consent before its withdrawal.

8.9 The User has the right to file a complaint to the Office for Personal Data Protection of the Slovak Republic or another supervisory authority, particularly in the event where the User presumes that personal data was violated.

8.10 Data subject rights set forth under point 8.8 may be invoked by the User by contacting SK-NIC via contact details stated on the SK-NIC Website or via its Authorized Registrar. The User is also entitled to contact data protection officer via its contact details provided on the website SK-NIC. SK-NIC shall process the request without undue delay in each and every case no later than 30 days of its delivery, unless delay is necessary, where the maximum time of processing may not exceed 2 months in such an event. If with regard to the request of the User it is deemed as efficient, SK-NIC may notify the User to apply the specific request according to point 8.8 of the Terms and Conditions via Authorized Registrar of the User.

8.11 In the event where SK-NIC has justified doubt related to the identity of the natural person that applied its right pursuant to point 8.8, SK-NIC may require provision of further information in order to verify the identity of the natural person.

8.12 SK-NIC is not to be held liable for processing of personal data which is carried out by the Registrar as a controller. The User is obliged to exercise its rights of data subject, as defined by the relevant law, related to its contractual relationship with the Registrar, with this Registrar.

PART 3: REGISTRAR AND DEPENDANCES RELATED TO IT

9   Registrar

9.1   Registrar

    9.1.1   can be legal person located in a European Union Member State, or a country belonging to the European Economic Area, or a Member State of the European Free Trade Association or in the United Kingdom. This accordingly applies to a physical person with a right to conduct business activities,

    9.1.2   must not be subject to bankruptcy proceedings or being wound up, proposal to initiate insolvency or winding-up related to it should not be declined or cancelled due to lack of property and may not be in any situation analogous to these situations, for example in voluntary auction initiated by third person or in enforcement proceedings,

    9.1.3   must not have suspended its business activities,

    9.1.4   or persons having powers of representation, decisions or control over it must not be the subject of a final judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity that is detrimental to the financial interests of the Slovak Republic, European Union, European Economic Area or European Free Trade Association, including be on any list of sanctioned persons published by the U.S. government, including the list of Specially Designated Nationals (SDNs) published by the US Treasury Office of Foreign Assets Control (OFAC), or if they are owned or controlled by a sanctioned person or entity on such a list, or if they are a person or entity on a sanctioned or restricted parties list published by an applicable jurisdiction Including Slovakia and United Kingdom,

    9.1.5   must be registered as User.

9.2   A condition for the conclusion of Registrar contract is the delivery of its proposal with all requirements and the payment of all related fees, as well as the provision of any additional relevant documents requested by SK-NIC.

9.3   Documents that are requirements or evidences referred to in point 9.2 shall be submitted in the original or in a certified copy, and at the time of submission they must not be older than 3 months, unless otherwise stated.

9.4   The Registrar contract comes into force on the date when the last contracting party signed it.

9.5   The Registrar becomes an Authorised registrar of its own contact data upon the conclusion of the Registrar contract and this condition may not be changed according to point 2.3.

9.6   The Registrar is obliged to

    9.6.1   meet the requirements of point 9.1 for the duration of the Registrar contract

    9.6.2   comply with the valid Terms and Conditions, especially in relation to the registration of Domain Names and of contact data,

    9.6.3   pay the price for use of SK-NIC services under the conditions and prices provided in the Pricelist

    9.6.4   pay the annual registrar fee for each new calendar year of the Registrar contract,

    9.6.5   provide minimum a deposit annually to SK-NIC to pay the fees for the use of SK-NIC services, whereby the Registrar may at any time raise the mimimum deposit beyond the amount resulting from the Pricelist

    9.6.6   provide a contact telephone number to SK-NIC for use between the hours of 08:00 and 18:00 Central European Time 356 days a year for solving technical and operational problems

    9.6.7   act on behalf of the Registrant or the User applying for the registration of this Domain Name in respect of a Domain Name so as not to harm the legitimate interests of the Registrant or User; the same applies to the processes in connection with User contact data; namely, the complete and accurate submission of all data provided by the User as required by SK-NIC and verification of the formal correctness of relevant requests. The Registrar is also obliged to exercise due diligence to verify the data and alert the User to the consequences of providing false, incorrect and incomplete data,

    9.6.8   cease any direct and indirect cooperation in relation to services pursuant to the Terms and Conditions with the User that violates the Terms and Conditions or that is conducive to their violation. The Registrar shall also forthwith inform SK-NIC of any such violations,

9.6.9 ensure and document that each User to whom the Registrar registers contact data has read and agreed to abide by these Terms and Conditions and has read conditions relating to the protection of personal data under these Terms and Conditions, at the time of the corresponding registration,

9.6.10 submit written copies of supporting documents to SK-NIC in accordance with point 9.6.9 within 14 days from the receipt of such a request from SK-NIC,

9.6.11 demonstrate the source of requests sent by the Registrar to the Register to SK-NIC within 14 days of receipt of such a request from SK-NIC,

9.6.12 ensure its information systems communicate with the Register or SK-NIC's other information systems in accordance with to the technical specifications defined in the Technical rules for the top-level domain .sk. Specifically, the Registrar should ensure that the technical equipment used to communicate with SK-NIC is configured correctly, including proper connection of its information systems to the Register,

9.6.13 ensure measures are taken to prevent access to data provided by it from the Register in a bulk manner via automated means through publicly available information services (eg. Whois) provided by himself/herself or through which the data in the Register is being made available,

9.6.14 keep its contact data up to date, accurate, correct and complete,

9.6.15 provide in relation and communication with SK-NIC and in particular for the purposes of registration in the Register only valid e-mail address and phone number and to keep it valid during entire registration period; this doesn't limit its replacement by another valid e-mail address or phone number for the same purpose and under the same conditions.

9.7 The Registrar is not entitled to allow unlimited bulk access or access by automatic means to the data in the Register to third parties.

9.8 The Registrar is entitled to register a Domain Name without the specific instructions of another User only in circumstances where it is a Domain Name which the Registrar is proven to use for its own account. The Registrar is obliged to immediately prove that the Domain Name is actually registered for its own account at the request of SK-NIC. For the purposes of this clause, an instruction from another User who shares a substantial similarity or is connected to the Registrar will not be considered as a specific instruction. Violation of this clause will be considered a fundamental breach of the Registrar contract.

9.9 If the Registrar is not fulfilling its obligations according to these Terms and Conditions, SK-NIC is entitled to limit the services provided to him/her under the Registrar contract, especially if prices and fees according to the Rules and Conditions have not been paid.

9.10 The Registrar contract is discharged

9.10.1 by termination of the Registrar contract by the Registrar even without reason with effect from the date of delivery to SK-NIC, the effective date is the date of delivery in the paper form,

9.10.2 by termination of the Registrar contract by SK-NIC or by avoidance of the contract by SK-NIC according to the Terms and Conditions,

9.10.3 by mutual agreement of contracted parties based on a proposal by the Registrar in written form.

9.11 SK-NIC is entitled to reasonably terminate a Registrar contract with a notice period of 1 month from the date of delivery of the termination notice to the Registrar if

9.11.1 the Registrar does not meet the obligations according to points 9.6.2 to 9.6.5,

9.11.2 SK-NIC suspends acceptance of requirements of the Registrar according to point 10.2.4 more than once within a month,

9.11.3 the Registrar violates the principles of the Users personal data protection,

9.11.4 SK-NIC is entitled to avoid a Registrar contract,

9.11.5 SK-NIC closes its operation of exclusive registration authority for .sk top level domain name or

9.11.6 is so explicitly stated in other clause of the Terms and Conditions.

9.12 The notice period specified in points 9.10 and 9.11 begins on the first day following the delivery of the written termination notice to other contract party and decisive is the date of delivery in the paper form.

The effects of delivery of the termination are met even if the addressee has not collected the termination in the delivery period, or it unreasonably refused takeover.

9.13 SK-NIC is entitled to terminate a Registrar contract with immediate effect i.e. on the date the termination notice is delivered to the Registrar if

    9.13.1 the Registrar no longer fullfils the conditions under point 9.1,

    9.13.2 the Registrar repeatedly or substantially violates its obligations set under the Terms and Conditions or under the Registrar contract. Substantive violation means violation of obligations according to point 9.6.7, i.e. if the Registrar makes changes to Registry entries without the knowledge of the relevant Users, contrary to their claims and instructions or contrary to the Terms and Conditions,

    9.13.3 the Registrar threatens or damages security of technical equipment or information systems of SK-NIC,

    9.13.4 the Registrar has not been Registrar of any Domain Name during last year, or

    9.13.5 it so explicitly stated in other clause of the Terms and Conditions.

9.14 Wherever the Registrar contract termination arises, there is no obligation of the Registrar or SK-NIC to return any fulfillments under the Registrar contract provided to each other before the Registrar contract termination, however, this does not affect the Registrar's entitlement to a refund of the unused minimum deposit pursuant to the Pricelist, nor SK-NIC's claim to compensate any debt.

9.15 The Registrar obligations according to points 9.6.9 to 9.6.11 are not affected by the termination of Registrar contract.

9.16 If a Registrar contract of an Authorised Registrar is terminated, the registration of the Domain Names and contact data managed by it is not terminated. The affected Users are obliged to determine a new Authorised Registrar in relation to the further usage of services related to these Domain Names and contact data. If the User fails to do so before the Registrar contract is terminated, the Authorised Registrar activity will be provided by SK-NIC. In these circumstances. the User is obliged to conclude contract with SK-NIC in accordance with points 9.17 and 9.18 within the time limit set by SK-NIC..

9.17 The contractual relations between Registrar and User are governed by an agreement between them. SK-NIC is not a party to this agreement and neither is it responsible for the content of such an agreement. This contract must be in accordance with applicable Terms and Conditions and it shall contain at least the following requirements which are in no way materially altered, withdrawn or diminished by any other provision,

    9.17.1 that the User is at any time in the event of substantial breach of contract by the Registrar entitled to discharge the contract which it has concluded with the Registrar,

    9.17.2 conditions under which is the User entitled to change the Registrar,

    9.17.3 information that the Terms and Conditions reasonably apply to the contractual relationship between the Registrar and the User.

9.18 By conclusion of the agreement and in accordance with point 9.17, the User confers authority on the Registrar to carrying on the registrar activity according to the Terms and Conditions in relation to the Domain Names or contact data that this Registrar manages on behalf of the User. If this agreement is terminated, the User is obliged to proceed in accordance with point 9.16.

10   SK-NIC

10.1 SK-NIC under the conditions provided by these Terms and Conditions commits to

    10.1.1 carrying out the registration of Domain Names and Users,

    10.1.2 keeping records of registered Users and Domain Names in the Register,

    10.1.3 providing access to the Pricelist for Domain Name registration and relevant services offered by SK-NIC to each Registrar,

    10.1.4 making all reasonable efforts to ensure failure-free and trouble-free operation of the Register and the primary name server.

10.2 SK-NIC is entitled to

10.2.1 cancel or delay the process of Domain Name registration or of Domain Name transfer to a new Registrant immediately upon being notified that any of the relevant Users violate the Terms and Conditions; similarly if it suspects that any of the relevant Users violate the Terms and Conditions, it is entitled to delay process of Domain Name registration or Domain Name transfer to a new Registrant,

10.2.2 adopt technical measures aimed at reducing network traffic that threatens stability of SK-NIC's systems, even if such measures lead or may lead to reduced availability of the services of SK-NIC, the functionality of registered Domain Names, name servers and the like; SK-NIC shall not be liable for any damage suffered in such a case, however, it is obliged to make all reasonable efforts to lift the adopted measures in the shortest possible time,

10.2.3 interrupt or limit the communication with technical devices and information systems of a Registrar for as long as necessary if the communication on the Registrar's side is or was in breach of the Terms and Conditions. SK-NIC is not liable for any damage caused by this interruption or limitation of services

10.2.4 suspend receipt of requests for new Domain Name registrations, Domain Name Registration period extensions or Domain Name transfers from a Registrar if the Registrar generates requests in breach of the Terms and Conditions in the communication with SK-NIC. SK-NIC is not liable for any damage caused by this suspension; SK-NIC is obliged to notify such a suspension to the Registrar. The suspension generally lasts up to one week from the date of dispatch of such a notice,

10.2.5 monitor and/or record any communication in relation to the Domain Name registration and services provided by SK-NIC,

10.2.6 change the technical specifications of communication with the Register and information systems of SK-NIC and in justified cases carry out technical maintenance outages,

10.2.7 based on the request of a Registrar, to carry out its accredication,

10.2.8 verify data, documents and other evidence provided by the User,

10.2.9 operate as a Registrar,

10.2.10 perform tasks to which such a right arises from other provisions of the Terms and Conditions.

10.3 SK-NIC has the right to allow any additional time to meet the conditions, where the time limit to be met by third parties is generally determined by the Terms and Conditions or procedures arising from them, and conditionally bind the formation, modification or extinction of decisive legal facts to meeting the conditions in the additional time.

10.4 If a right or obligation of SK-NIC to carry out registrations, changes, blocking or terminations of Domain Name Registration periods, changes to other entries in the Register or any other activites is not expressly stated in the Terms and Conditions, SK-NIC is entitled to carry them out whether the request has been made through an Authorised Registrar, or directly by a User, a respective authorised person registered in the Register or by any other person authorised for this purpose.

10.5 SK-NIC is not obliged to

10.5.1 conclude a Registrar contract or any other contract with the User,

10.5.2 accept a request or instruction from the User and provide the relevant service if the competent Authorised Registrar does not have enough credit to carry out these services or is a debtor or if the User making the request or instruction failed to fulfill its obligations under the Terms and Conditions,

10.5.3 ascertain the eligibility of the request to register a Domain Name or manner in which the Domain Name is used in terms of rights or legitimate interests of third persons.

10.6 In respect to the conditions and obligations under the Terms and Conditions, SK-NIC is entitled to request additional documents or explanation of documents provided, including in the form of personal presentation, especially when any doubt in individual operations arises or in relation to compliance with the Terms and Conditions. If relevant, the condition according to point 9.3 can also apply to these documents at the discretion of SK-NIC.

10.7 SK-NIC is under no circumstances obliged to inform the Registrant beforehand of the upcoming Registration period expiration of its Domain Name, unless such an information is specifically part of the agreed service of SK-NIC provided to the User.

10.8 SK-NIC

    10.8.1 does not own the rights to the Domain Names (except Domain Names where it is the Registrant), including Domain Names that have not been registered or whose registration has not been compleeted,

    10.8.2 is not liable for the Registrant's choice of the Domain Name, use or non-use of the Domain Name or for the manner in which the Domain Name is used,

    10.8.3 is not liable for infringement of rights to trademarks, trade names, names or business entities arising from the registration or use of the Domain Name,

    10.8.4 is not liable for the functionality of name servers associated with the Domain Name,

    10.8.5 is not liable for any failure on the side of the Registrar, not even in cases where such a failure has resulted in a failed Domain Name registration or termination of the Domain Name Registration period,

    10.8.6 is not liable for damage and costs arising out of or in connection with the inability to use the Domain Name due to act of the Registrar or any other third person,

    10.8.7 does not evaluate the quality, accuracy or consistency of the standard conditions of the Registrar or the contracts of the Registrar with other Users and updates of these conditions or contracts. Conclusion of Registrar contract between SK-NIC and the Registrar does not constitute approval of these terms or contracts by SK-NIC,

    10.8.8 does not adjudicate on rights or legitimate interests arising from contractual relations between the Registrar and the Registrant,

    10.8.9 is not liable for any damage, including direct, indirect or consequential damages and lost profits arising from or related to registration or use of the Domain Name, even in circumstances where it was advised of the possibility of such a damage, especially damage related to

        a) registration of the Domain Name (or its non execution) or extension of Registration period (or its non execution) for the benefit of the Registrant or third person due to incorrect data on the Registrant or Registrar's side,

        b) termination of SK-NIC powers to function as the exclusive registration authority for top level domain name .sk or termination of SK-NIC powers to manage the Register,

        c) rights to the Domain Name which may be claimed by third persons.

10.9 Any liability for any damage to the Registrant in relation to any Domain Name that arises due to the action or inaction of SK-NIC is limited to the amount of 9000 EUR; this does not apply in the case of damages to the natural rights of man or damage caused by intential or gross negligence.

10.10 SK-NIC reserves the right to introduce specific additional services at any time as an addition to those that are described in the Terms and Conditions.

11 Technical conditions and quality parameters for Domain Names use

11.1 A registered Domain Name need not to be delegated. Suspension of delegation has no influence on the Domain Name registration. Termination of the Domain Name Registration period also terminates Domain Name delegation.

11.2 Proper functioning of the Domain Name is subject to the correct setup of name servers in accordance with the Technical rules for top level domain name .sk. SK-NIC delegates the Domain Name within Registration period if the required number of name servers are assigned to it. If no name servers are assigned to the Domain Name or they are not set correctly, delegation of the domain name is not guaranteed.

11.3 The respective User is responsible for the correct assignment of name servers and DNS keys to a particular Domain Name in the Register. Registration and assignment of name servers and DNS keys is done through the Authorised Registrar.

11.4 The provision of the name servers to the Registrant by the Registrar is not part of the services provided by SK-NIC to the User unless this is carried out in relation to SK-NIC operating as a Registrar for this Registrant.

11.5 SK-NIC is entitled to determine and give advance notice of times for the interruption of its systems operation due to maintenance, and where possible, these times will be outside of normal working hours.

11.6 SK-NIC is not liable for the failure of systems related to the delivery of SK-NIC services due to force majeure, or for related damage, however, SK-NIC is committed to restoring their functionality in the shortest possible time.

PART 4: CHANGES TO AND EFECTIVENESS OF THE TERMS AND CONDITIONS

12   Conditions to change the Terms and Conditions

12.1 SK-NIC is entitled to change the Terms and Conditions and all related documents at any time. The current wording of the Terms and Conditions and of all related documents is published on the SK-NIC website.

12.2 Any change in the Terms and Conditions will be published at least 1 month before its effective date, and on the SK-NIC website.

12.3 Any amendment, reservation, limitation or derogation from the Terms and Conditions and/or relevant documents by other person than SK-NIC are excluded.

12.4 If the User does not accept changes to the Terms and Conditions or related documents pursuant to point 12.1, it is entitled in this context to request in writing termination of its evidence within the Register, no later than the day before the effective date of the change. If

12.4.1 this User is also a Registrant, such a request also means request of concurrent termination of its Domain Names' registration periods; SK-NIC is entitled in this case to withdraw from all relevant Domain Name contracts, while the withdrawal shall take effect upon its delivery to the User,

12.4.2 this Registrant is simultaneously a Registrar, such a request also means request of concurrent termination of the Registrar contract, while the written request shall be delivered to SK-NIC at least 7 days prior to the effective date of the relevant change; SK-NIC is entitled in this case to withdraw from the relevant Registrar contract, while the withdrawal shall take effect upon its delivery to this User,

12.4.3 if the User does not do so within this period, it is understood that it has accepted the relevant change on its effective date, it understoods the amended Terms and Conditions or relevant documents and fully commits itself to respect them.

12.5 SK-NIC reserves the right to not award a new contract under the former Terms and Conditions after the changed Terms and Conditions come into force.

13   Transitional and final provisions

13.1 Other language versions of the Terms and Conditions are provided only in order to facilitate communication with foreign entities. In the event of conflict, only the Slovak version will be legally binding.

13.2 The Terms and Conditions are valid an take effect from 1.1.2024 (hereinafter „Effective Date").

13.3 A Framework contract under the Terms and Conditions effective since 1.1.2017 remains in force and is effective after the Effective Date, while the User according to the Terms and Conditions effective since 1.1.2017 shall be considered the User. A framework contract will be considered concluded for a fixed term after the Effective Date, while this period would end at the moment the User's record ceases to exist according to the Terms and Conditions.

13.4   A Domain Name contract and a Registrar contract valid and in force before Effective Date stays valid and in force after the Effective Date and all periods related to these contracts will remain unchanged, namely the Registration period.

13.5