

Auction Environment User Agreement

Approved by decision of the Board of the Estonian Internet Foundation
on 2 November 2018

1. General Conditions

- 1.1. The Auction Environment User Agreement applies to legal relations between the registered service users of the auction environment (hereinafter the **Auction Environment**) website oksjon.internet.ee for online auctions relating to the acquisition of preferential rights to the top-level Estonian national .ee domain (hereinafter the **Service User**) and the Estonian Internet Foundation (registry code 90010019, address Paldiski mnt 80. 10617 Tallinn, hereinafter the **Service Provider**).
- 1.2. The purpose of service provided by the Service Provider is to provide information in the Auction Environment and to enable persons to participate in the auction for the acquisition of the preferential right to a .ee domain name deleted in accordance with Article 6.3 of the .ee domain rules (hereinafter also the **Service**).
- 1.3. The service can be used upon registration as a user of the oksjon.internet.ee Auction Environment. The person is deemed to be registered as a user of the Auction Environment, and the Agreement for the provision of Services (hereinafter the **User Agreement**) is deemed to be concluded, if the person has correctly submitted his/her data and confirmed his/her familiarity with the User Agreement upon registration as a user.
- 1.4. The person who registers him/herself as a user of the Auction Environment confirms that he/she has read and agrees to this User Agreement and that he/she undertakes to comply with it.

2. Terms of Service

- 2.1. The Auction Environment service may be used by a person that is registered as a user of the Auction Environment and that has opened a user account there. Each user may have only one user account.
- 2.2. In order to open a user account, the person must submit: his/her given name; family name; personal identification code, or, if unavailable, date of birth; phone number and e-mail address.
- 2.3. The Service User may log in to the Auction Environment by using his/her Estonian ID card, Mobile ID, e-resident's digital ID, or username and password.
- 2.4. If the Service User is not identified with his/her Estonian ID card, Mobile ID or e-resident's digital ID, the Service Provider shall activate the personal username and password for the Service User for the use of the Auction Environment, unless the person has submitted false data to the Service Provider upon registration as a user of the Auction Environment.
- 2.5. The Service User undertakes to:

- 2.5.1. submit only true and accurate information, correct personal data and contact information, including registering under his/her actual and complete name and using a valid telephone number and e-mail address upon registration as a user of the Auction Environment, and also to update the abovementioned data if they change;
 - 2.5.2. not use the Auction Environment for fraudulent or other illegal transactions, or use it contrary to best practice;
 - 2.5.3. not issue databases or lists containing information from the Auction Environment for any purposes;
 - 2.5.4. not file claims against the Service Provider, unless the claims arise from the Service Agreement;
 - 2.5.5. acquire the preferential right for the acquisition of the .ee domain name, if the price the user offers at the auction is the highest;
 - 2.5.6. keep confidential the username and password activated by the Service Provider, unless the Service User has authorised a third party to represent him/her in the use of such services:
 - 2.5.7. be personally responsible for the confidentiality of the username and password related to his/her account and the information submitted to him/her in the Auction Environment (including information about the reservation code of the preferential right of the .ee domain name in accordance with Article 3.13). The Service User must immediately notify the Service Provider if his/her personal username and password have been lost or obtained by unauthorised third persons;
 - 2.5.8. the Service User undertakes not to use any robots, spiders, scrapers or other automatic tools in the Auction Environment. The Service User undertakes not to damage, disturb or violate the Auction Environment and its regular functioning by any means;
 - 2.5.9. the Auction Environment and its content remain the property of the Service Provider. The Service User undertakes not to copy, modify or distribute the structure, layout or program of the Auction Environment.
- 2.6. With every action carried out in the Auction Environment, the Service user confirms that he/she:
- 2.6.1. is a person with passive and active legal capacity that has the right to carry out transactions allowed in the Auction Environment;
 - 2.6.2. shall use the Auction Environment and the Service in accordance with the User Agreement and the legislation in force in the Republic of Estonia, and that he/she shall not violate third party rights;
 - 2.6.3. is aware that the transaction for acquisition of the preferential right to the .ee domain arising from the use of the Service is liable to VAT;
 - 2.6.4. is aware that upon the acquisition of the preferential right of the .ee domain, if his/her bid was the highest in the auction, he/she

- must pay the .ee domain name registration fee in accordance with the accredited registrar's price list;
- 2.6.5. is aware that he/she is liable for any damage caused to the Service Provider through the breach of obligations arising from the User Agreement or caused to third parties by the use of Services;
 - 2.6.6. is aware that the Service Provider processes the Service User's personal data in accordance with the legislation in force and Article 4 of the User Agreement;
 - 2.6.7. is aware that if any third parties access the password and username meant for the use of the Auction Environment, or if any third parties use the Estonian ID card, Mobile ID, or the e-resident's digital ID of the Service User, the actions of these third parties may incur binding obligations on the Service User, the performance of which the latter is liable for, and that the Service Provider has no obligation to further identify the user of the Auction Environment (i.e. in addition to logging in with his/her username and password, Estonian ID card, Mobile ID or the e-resident's digital ID).
- 2.7. The Service Provider has the right to make modifications and rearrangements for the purposes of the better use of the Auction Environment at any time, given that the content of bids of the Service User is not changed.
 - 2.8. In case of doubt, the Service Provider may ask the Service User for additional identity documents or representation rights documents as proof. In case of documents issued in a foreign language, the Service Provider has the right to ask for a translation into Estonian, if needed.
 - 2.9. The Service Provider does not accept any documents proving identity or representation rights that do not indicate clearly provide the data for the Service User. In such a case, the Service Provider may terminate the User Agreement with the Service User in accordance with Article 7.3.

3. Terms and Conditions for Participation in the Auction of the Auction Environment

- 3.1. The Service Provider organises the auction for the acquisition of the preferential rights to the .ee domain deleted in accordance with Article 6.3 of the domain rules (hereinafter the **preferential right to the .ee domain name**), whereby the winner of the auction has the exclusive right to register the respective .ee domain name at the accredited .ee registrar.
- 3.2. The auction of the preferential right to the .ee domain name lasts 24 hours (00:00-23:59). The Service Provider starts the deadline count from the day following the Auction day (00:00).
- 3.3. The starting price for the auction of the preferential right to the .ee domain name is 5 euros. Bids are made in the Auction Environment in euros and the transaction for the acquisition of the preferential right of the .ee domain name is liable to VAT.

- 3.4. The Service User has the right to submit one bid during the auction of the preferential right to the .ee domain name. The Service User's bid can be modified and withdrawn until the end of the auction.
- 3.5. The Service User must personally monitor the process of the auction of the preferential right to the .ee domain name.
- 3.6. The auction of the preferential right to the .ee domain name is won by the person that has submitted the highest bid for the acquisition of the preferential right to the .ee domain name (hereinafter the **Winner of the Auction**).
- 3.7. If more than one Service User makes the same bid for the acquisition of the preferential right to the .ee domain, the winner of the Auction is deemed to be the Service User that first made the bid during the auction for the acquisition of the preferential right to the .ee domain name.
- 3.8. Bids submitted in the auction for the acquisition of the preferential right to the .ee domain name are confidential and the Service Provider shall not disclose information about the bids made by other Service Users or by the winner of the Auction.
- 3.9. The Service Provider shall disclose information about the result of the Auction in the Service User's user account in the Auction Environment.
- 3.10. The Service User that wins the auction of the preferential right to the .ee domain name:
 - 3.10.1. shall pay the prepayment invoice for the acquisition of the preferential right to the .ee domain name placed in the auction in accordance with the bid made at the auction within 7 days;
 - 3.10.2. may name another person as the recipient of the prepayment invoice by submitting his/her data;
 - 3.10.3. can pay in the Auction Environment via bank links or by credit card.
- 3.11. If the Service User does not pay the bid price within 7 days, he/she shall not acquire the preferential right to the respective .ee domain name.
- 3.12. In this case, the preferential right to the .ee domain name is returned to the auction, and the Service User that participated in the auction of the preferential right to the .ee domain name but violated Article 3.10.1, may not participate in the same auction again.
- 3.13. The Service Provider shall issue the reservation code for the preferential right of the .ee domain name to the Winner of the Auction that has paid the prepayment invoice in time in the Service User's user account in the Auction Environment, whereby the Winner has the right to register the respective domain name.
- 3.14. The Service Provider shall reserve the preferential right to the .ee domain name that the Winner of the Auction who has paid the prepayment invoice in time has won at the auction of the preferential right to the .ee domain name for 14 days.
- 3.15. If the circumstances specified in Article 3.13 apply, the Service User has an obligation to contact the .ee-accredited registrar determined by the

Service Provider for the registration of the .ee domain name won at the auction within 14 days. The Service User is aware that in such case, the .ee domain name registration fee is added in accordance with the .ee-accredited registrar's price list.

- 3.16. If the Service User does not contact the .ee-accredited registrar for the registration of the .ee domain name within the time provided in Article 3.14, the Service Provider shall cancel his/her preferential right for the registration of the respective .ee domain name. In such case, the Service Provider has no obligation to refund the bid price paid by the Winner of the Auction.
- 3.17. If the circumstances specified in Article 3.16 apply, the Service Provider has the right to send the preferential right to the .ee domain name back to auction.

4. Processing of personal data

- 4.1. The Service Provider processes the personal data of the natural person Service User of the Auction Environment (hereinafter **the Personal Data**) under the User Agreement concluded with the Service User and in accordance with the legislation in force.
- 4.2. The auction environment processes the Personal Data as follows:
 - 4.2.1. information that the Auction Environment has received from a natural person Service User upon registering as a user of the Auction Environment—given name, family name, date of birth, personal identification code, mobile phone number, and e-mail address, for the purpose of identifying the person and contacting the person for the transmission of information related to the use of the Service;
 - 4.2.2. the Service Provider may make inquiries of databases to identify the Service User's right of representation, if it is necessary to ensure the provision of the Auction Environment services;
 - 4.2.3. data that has been created during the use of the Auction Environment—actions and transactions by the Service User in the Auction Environment and Data on the Service User's device. If the Service User visits the Auction Environment or its subpages, the web servers of the Service Provider automatically identify the Service User's IP address. Upon the processing of such Personal Data, the Service Provider's aim is to provide the Service User with the Auction Environment services (to perform bidding), analyse the traffic in the Auction Environment with the help of this information, identify the Service User, ensure security with the aim of preventing abuse of the network and, if necessary, cooperate with law enforcement agencies;
 - 4.2.4. all Personal Data, in order to comply with legislation or any other rule applicable to the Service Provider.
- 4.3. The Service User is entitled to receive at any time information about his/her Personal Data processed by the Service Provider from the Service Provider.

- 4.4. The Service Provider undertakes not to disclose or transfer the personal data of the Service User to third parties, except in the case provided for in the legislation;
- 4.5. The Service User has the right to request that the Service Provider close his/her user account in the Auction Environment at any time. If the Service User has not used the user account in the Auction Environment for more than three (3) years, the Service Provider shall delete the user account in the Auction Environment.
- 4.6. The Service Provider retains the Personal Data collected from the User about the User throughout the validity of the active user account. After the termination of the User Agreement entered into with the customer, the Personal Data of the respective Service User shall be deleted.
- 4.7. If you have any questions about personal data processing, the Service Provider asks you to write to info@internet.ee.

5. Liability

- 5.1. The Service Provider takes no responsibility for, inter alia, but not exclusively, the following:
 - 5.1.1. any interruption, suspension, stoppage or any other unavailability of the Auction Environment or the Service;
 - 5.1.2. program errors, viruses, Trojan horses and other similar things distributed or transmitted in the Auction Environment or through its Service;
 - 5.1.3. the Auction Environment is not liable for any breach committed by the Service User against third parties.
- 5.2. The Service User undertakes to compensate the Service Provider for all expenses, losses, claims, property claims and costs (including legal expenses) arising directly or indirectly from the violation of the User Agreement by the Service User;
- 5.3. The Service Provider is not liable for any of the circumstances caused by a situation beyond the control of the Service Provider based on the principle of reasonableness, including *force majeure*.

6. Amendments to the User Agreement

- 6.1. The Service Provider has the right to unilaterally amend and modify the User Agreement at any time due to developments in the Auction Environment and related services and for the purposes of their better and safer use.
- 6.2. The Service Provider undertakes to notify the Service User of any changes specified in Article 6.1 via notices published in the Auction Environment at least one (1) month before the entry into force of such changes and, if necessary, forward such information to the Service User via e-mail.
- 6.3. Any changes specified in Article 6.1 shall be published in the Auction Environment. The Service User may cancel the Auction Environment services if he/she does not agree to the changes. The further use of the

Services of the Auction Environment is considered to constitute consent to the modified User Agreement by the Service user.

7. Validity and termination of the User Agreement

- 7.1. The Service User has the right to terminate the User Agreement and ask for the deletion of his/her user account at any time.
- 7.2. The User Agreement remains valid for an indefinite term, unless the Service User has not logged into the Auction Environment for more than three (3) years. In such case, the Service Provider shall delete his/her user account in the Auction Environment and the legal relationship between the Service Provider and the Service user shall terminate.
- 7.3. Given the circumstances, the Service Provider has the right, upon its reasonable assessment, to limit or terminate the user rights of the Auction Environment of the Service User, close the Service User's user account, and not permit him/her to register again as the new user in the following cases:
 - 7.3.1. the Service User violates the obligations set out in the User Agreement or the Service User obligations arising therefrom;
 - 7.3.2. upon registration as a user of the Auction Environment or the use of thereof, the Service User has submitted information that is false, misleading or inaccurate;
 - 7.3.3. if the Service user has violated the obligation set out in Article 3.9.1 with regard to the auctions of the preferential right to the .ee domain name more than three times. In such case, the Service User may not use the Auction Environment services for one (1) year;
 - 7.3.4. for any other significant reason.

8. Final provisions

- 8.1. The legal relations between the Service User and the Service Provider arising from the User Agreement shall be governed by the legislation in force in the Republic of Estonia.
- 8.2. In the event of any disputes arising between the Service User and the Service Provider from the use of the Auction Environment, the parties shall attempt to resolve the dispute by negotiations.