

# Auction Portal User Agreement

Approved by decision of the Board of the Estonian Internet Foundation  
on 25 March 2023

## 1. General Conditions

- 1.1. The Auction Portal User Agreement regulates the legal relations between the registered service users of the auction portal (hereinafter the **Auction Portal**) website [oksjon.internet.ee](https://oksjon.internet.ee) for online auctions relating to the acquisition of preferential rights to the Estonian national ".ee" top-level 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 Portal and to enable persons to participate in the auctions for the acquisition of the preferential right to a .ee domain name (hereinafter also the **Service**).
- 1.3. The Service can be used upon registration as a user of the Auction Portal on the website [oksjon.internet.ee](https://oksjon.internet.ee). The person is deemed to be registered as a user of the Auction Portal, and the Agreement for the provision of Services (hereinafter the **User Agreement**) is deemed to be concluded if the person has correctly submitted their data and confirmed that they are familiar with the User Agreement upon registration as a user.
- 1.4. The person who registers themselves as a user of the Auction Portal confirms that they have read and accepted this User Agreement and undertakes to comply with it in every respect.

## 2. Terms and Conditions for Using the Service

- 2.1. The Auction Portal service may be used by a person who has been registered as a user of the Auction Portal and has opened a user account. Each user may have only one user account.
- 2.2. To open a user account, the person must submit: their given name; family name; personal identification code, or, if unavailable, date of birth; phone number and e-mail address.
- 2.3. The Service User can log in to the Auction Portal by using their Estonian ID card or Mobile ID, Smart-ID, electronic identification of the EU Member States (eIDAS), e-resident's digital ID, or the username and password issued to them.
- 2.4. If the Service User is not identified with their Estonian ID card, Mobile ID, Smart-ID, electronic identification of the EU Member States (eIDAS), or e-resident's digital ID, the Service Provider will activate the personal username and password needed for the use of the Auction Portal for the Service User, except in case the person has submitted false data to the Service Provider upon registration as a user of the Auction Portal.
- 2.5. The Service User undertakes to:
  - 2.5.1. submit only true and accurate information, as well as correct personal data and contact information, including registering under

- their actual and complete name, and using a valid telephone number and e-mail address upon registration as a user of the Auction Portal and when using the Auction Portal, and also to update said data if they change;
- 2.5.2. not use the Auction Portal for fraud or other illegal transactions, and not use it contrary to best practice;
  - 2.5.3. not draw up databases or lists on the basis of information from the Auction Portal for any purposes;
  - 2.5.4. not file claims against the Service Provider, unless the claims arise directly from the Service Agreement;
  - 2.5.5. acquire the preferential right for the .ee domain name, if the price bid by them at the auction was the highest;
  - 2.5.6. keep confidential the personal username and password activated by the Service Provider, unless the Service User has authorised a third party to represent them in the use of the Services;
  - 2.5.7. be personally responsible for the confidentiality of the username and password related to their account and the information submitted to them in the Auction Portal (including information about the reservation code for the preferential right of the .ee domain name in accordance with Article 3.13). The Service User must immediately notify the Service Provider if their personal username and password have been lost or fallen in the hands of third persons whom they have not authorised to represent themselves;
  - 2.5.8. not use in the Auction Portal any robots, spiders, scrapers or other automatic tools, except the automatic solutions provided in the Estonian Internet Foundation auction environment. The Service User undertakes not to damage, disrupt or otherwise interfere with the Auction Portal and its normal functioning;
  - 2.5.9. the Auction Portal and its content are the property of the Service Provider. The Service User undertakes not to copy, modify or distribute the structure, layout or program of the Auction Portal.
- 2.6. With every action carried out in the Auction Portal, the Service User confirms that they:
- 2.6.1. are a person with passive and active legal capacity that has the right to carry out transactions allowed in the Auction Portal;
  - 2.6.2. will use the Auction Portal and the Service in accordance with the User Agreement and the legislation in force in the Republic of Estonia, and that they will not violate the rights of third parties;
  - 2.6.3. are aware that the transaction for acquisition of the preferential right to the .ee domain arising from the use of the Service is subject to VAT;
  - 2.6.4. are aware that upon the acquisition of the preferential right to the .ee domain, if their bid was the highest in the auction, they must also pay the .ee domain name registration fee in accordance with the accredited registrar's price list;

- 2.6.5. are aware that they are 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 the Service;
- 2.6.6. are 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. are aware that if any third parties access the password and username reserved for the use of the Auction Portal, or if any third parties use the Estonian ID card, Mobile ID, Smart-ID, electronic identification of the EU Member States (eIDAS) 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 and the Service User is liable for the performance of such obligations, and that the Service Provider has no obligation to further identify the user of the Auction Portal (i.e. in addition to logging in with their username and password, Estonian ID card, Mobile ID Smart-ID, electronic identification of the EU Member States (eIDAS) 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 Portal 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 to present additional identity documents or representation rights documents as proof. If the documents are 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 clearly provide the data on the Service User. In such a case, the Service Provider may terminate the User Agreement with the Service User in accordance with Article 8.3.

### **3. Terms and Conditions for Participation in Auction on Auction Portal of Domains to be Deleted**

- 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 in the Auction Portal are made in euros and the transaction for the acquisition of the preferential right of the .ee domain name is subject 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 changed 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 an equal bid for the acquisition of the preferential right to the .ee domain, the Service User who was the first to make the equal bid during the duration of the auction for the acquisition of the preferential right to the .ee domain name will be declared the winner of the Auction.
- 3.8. The bids submitted in the auction for the acquisition of the preferential right to the .ee domain name are confidential and the Service Provider will not disclose information about the bids made by other Service Users or by the winner of the Auction.
- 3.9. The Service Provider will disclose information about the result of the Auction in the Service User's user account in the Auction Portal.
- 3.10. The Service User who has won the auction of the preferential right to the .ee domain name:
  - 3.10.1. must pay the prepayment invoice for the acquisition of the preferential right to the .ee domain name 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 their data;
  - 3.10.3. can pay at the Auction Portal via bank links or by credit card.
- 3.11. If the Service User does not pay the price bid offered at the auction within 7 days, they will not acquire the preferential right to the respective .ee domain name on auction.
- 3.12. In this case, the preferential right to the .ee domain name that was on auction 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 auction of the preferential right to that .ee domain name again.
- 3.13. The Service Provider will issue the reservation code for the preferential right of the .ee domain name to the Winner of the Auction who has paid the prepayment invoice on time in the Service User's user account in the Auction Portal, whereby the Winner has the right to register the respective domain name.
- 3.14. The Service Provider reserves the preferential right to the .ee domain name that the Winner of the Auction who has paid the prepayment invoice on time has won at the auction of the preferential right to the .ee domain name for 30 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 30 days. The Service User is aware that in such a 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 will cancel their 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 resend the preferential right to the .ee domain name to auction.

#### **4. Terms and Conditions for Participation in Auction on Auction Portal of Reserved and Blocked Domains**

- 4.1. The Service Provider puts up for auction the acquisition of the preferential right to the .ee domain name reserved or blocked in accordance with Articles 3.2.4 and 3.2.5 of the .ee domain rules, whereby the Winner of the Auction will have the exclusive right to register the relevant .ee domain name with the .ee-accredited registrar.
- 4.2. From the list of reserved .ee domain names, domain names identical to place names approved in the list of the administrative units on the territory of Estonia, domain names consisting of numbers and Estonian-language country names will be put up for auction. Reserved domain names with registered status will not be auctioned and their registration rights will remain with the registrar.
- 4.3. The auction of the preferential right to a reserved .ee domain name lasts 168 hours (12:00–12:00).
- 4.4. The starting price for the domain name sold at the auction of the preferential right to a reserved .ee domain name is 5 euros. Bids in the Auction Portal are made in euros and the transaction for the acquisition of the preferential right of the .ee domain is subject to VAT.
- 4.5. From the list of blocked .ee domain names, single-symbol domain names will be put up for auction.
- 4.6. The auction of the preferential right to a blocked .ee domain name lasts 168 hours or 7 days (12:00–12:00).
- 4.7. The starting price for the .ee domain name sold at the auction of the preferential right to a blocked .ee domain name is 500 euros. Bids in the Auction Portal are made in euros and the transaction for the acquisition of the preferential right of the .ee domain is subject to VAT.
- 4.8. To participate in the auction of the preferential right to a blocked .ee domain name, a deposit of EUR 500 must be paid prior to bidding. The deposit can be paid by bank transfer, credit card or internet bank following the instructions on the payment order. The deposit will not be refunded to the

Winner of the Auction, but will be taken into account as partial payment of the purchase price. The deposit will be returned to the other participants in the auction and to those who paid the deposit within 10 working days as of the end of the auction to the same bank account from which the deposit was paid.

- 4.9. The auctions of reserved and blocked .ee domain names will have an extended closing time. The extended closing period is 15 minutes. The auction will be deemed closed on the designated deadline if no new bids are received within the extended closing period before the deadline. If a new bid is received during the period specified for extended closing before the expiry of the time limit, the time of receipt of that bid shall be deemed to be the new start of the period specified for the extended closing and the auction shall be extended. An auction with an extended closing time will be extended until a new bid is received within the period designated for the extended closing. If no new bids are received within the period fixed for the extended closing, the auction will be declared closed.
- 4.10. Participants in the auction will be issued a pseudonym generated by the Auction Portal. During the auction, the Auction Portal will display the price of the last bid and the pseudonym of the person who made it.
- 4.11. After the auction, the Service Provider will display the usernames and their highest bids to the persons who participated in the auction. Only the price of the winning auction bid will be displayed to the persons who did not participate in the auction.
- 4.12. The Service User may place an unlimited number of bids in the auction. Bids cannot be withdrawn. It is the responsibility of the Service User to monitor the progress of the auction for the preferential right to the .ee domain name.
- 4.13. 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.
- 4.14. The Service Provider will disclose information about the result of the Auction in the Service User's user account in the Auction Portal.
- 4.15. The Service User who has won the auction of the preferential right to the .ee domain name:
  - 4.15.1. must pay the prepayment invoice for the acquisition of the preferential right to the .ee domain name in the auction in accordance with the bid made at the auction within 7 days;
  - 4.15.2. may name another person as the recipient of the prepayment invoice by submitting their data;
  - 4.15.3. can pay at the Auction Portal via bank links or by credit card.
- 4.16. If the Service User does not pay the price bid at the auction within 7 days, they will not acquire the preferential right to the respective .ee domain name on auction.
- 4.17. In this case, the preferential right to the .ee domain name that was on auction 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 4.15.1, may not participate in the auction of the preferential right to that .ee domain name again.

- 4.18. The Service Provider will issue the reservation code for the preferential right of the .ee domain name to the Winner of the Auction who has paid the prepayment invoice on time in the Service User's user account in the Auction Portal, whereby the Winner has the right to register the respective .ee domain name.
- 4.19. The Service Provider reserves the preferential right to the .ee domain name that the Winner of the Auction who has paid the prepayment invoice on time has won at the auction of the preferential right to the .ee domain name for 30 days.
- 4.20. If the circumstances specified in Article 4.17 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 30 days. The Service User is aware that in such a case, the .ee domain name registration fee is added in accordance with the .ee-accredited registrar's price list.
- 4.21. 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 4.18, the Service Provider will cancel their 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.
- 4.22. If the circumstances specified in Article 4.20 apply, the Service Provider has the right to resend the preferential right to the .ee domain name to auction.
- 4.23. The Service Provider starts the deadline count from the day following the Auction day (00:00).

## **5. Processing of Personal Data**

- 5.1. The Service Provider processes the personal data of the natural person Service User of the Auction Portal (hereinafter the **Personal Data**) under the User Agreement concluded with the Service User and in accordance with the legislation in force.
- 5.2. The Auction Portal processes the Personal Data as follows:
  - 5.2.1. information that the Auction Portal has received from a natural person Service User upon registering as a user of the Auction Portal – 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;
  - 5.2.2. the Service Provider may make inquiries to databases to identify the Service User's right of representation, if it is necessary to ensure the provision of the Auction Portal services;
  - 5.2.3. data that has been created during the use of the Auction Portal – actions and transactions by the Service User in the Auction Portal and Data on the Service User's device. When the Service User visits

the Auction Portal 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 Portal services (to perform bidding), analyse the traffic in the Auction Portal 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;

- 5.2.4. all Personal Data, in order to comply with legislation or any other rule applicable to the Service Provider.
- 5.3. The Service User is entitled to receive at any time information about their Personal Data processed by the Service Provider from the Service Provider.
- 5.4. The Service Provider undertakes not to disclose or transfer the personal data of the Service User to third parties, except in the cases and on the grounds provided for in legislation.
- 5.5. The Service User has the right to request the Service Provider to close their user account in the Auction Portal at any time. If the Service User has not used their user account in the Auction Portal for more than three (3) years, the Service Provider will delete their user account in the Auction Portal.
- 5.6. 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 will be deleted.
- 5.7. If you have any questions about the processing of personal data, the Service Provider asks you to write to [info@internet.ee](mailto:info@internet.ee).

## **6. Liability**

- 6.1. The Service Provider takes no responsibility for, inter alia, but not exclusively, the following:
  - 6.1.1. any interruption, suspension, stoppage or any other unavailability of the Auction Portal or the Service;
  - 6.1.2. program errors, viruses, Trojan horses and other similar things distributed or transmitted in the Auction Portal or through its Service;
  - 6.1.3. the Auction Portal is not liable for any breach committed by the Service User against third parties.
- 6.2. 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.
- 6.3. The Service Provider is not liable for any circumstances caused by a situation beyond the control of the Service Provider based on the principle of reasonableness, including *force majeure*.

## **7. Amendments to the User Agreement**



- 7.1. The Service Provider has the right to unilaterally amend and modify the User Agreement at any time due to the developments in the Auction Portal and related services and for the purposes of their better and safer use.
- 7.2. The Service Provider undertakes to notify the Service User of any changes specified in Article 7.1 via notices published in the Auction Portal 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.
- 7.3. Any amendments specified in Article 7.1 will be published in the Auction Portal. The Service User may cancel the Auction Portal services if they do not agree to the changes. By continuing to use the Services of the Auction Portal, the Service User consents to the modified User Agreement.

## **8. Validity and Termination of User Agreement**

- 8.1. The Service User has the right to terminate the User Agreement and ask for the deletion of their user account at any time.
- 8.2. The User Agreement remains valid for an indefinite term, unless the Service User has not logged into the Auction Portal for more than three (3) years. In such case, the Service Provider will delete their user account in the Auction Portal and the legal relationship between the Service Provider and the Service User will terminate.
- 8.3. Considering the circumstances, the Service Provider has the right, based on its reasonable assessment, to limit or terminate the Service User's user rights to use the Auction Portal, close the Service User's user account, and not permit them to register again as a new user in the following cases:
  - 8.3.1. the Service User violates the obligations set out in the User Agreement or the Service User obligations arising from it;
  - 8.3.2. upon registration as a user of the Auction Portal or when using the Auction Portal, the Service User has submitted information that is false, misleading, or inaccurate;
  - 8.3.3. the Service User has violated the obligation set out in Article 3.10.1 or 4.15.1 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 Portal services for one (1) year. The Service User can escape the aforementioned restriction by paying the prepayment invoice(s) on which the restriction is based. Clauses 3.11, 3.12 and 4.16, 4.17 of the User Agreement will apply;
  - 8.3.4. for any other significant reason.

## **9. Final Provisions**

- 9.1. 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.
- 9.2. In the event of any disputes between the Service User and the Service Provider arising from the use of the Auction Portal, the parties will attempt to resolve the dispute by negotiations.