DEPOSIT / PREPAYMENT SERVICE AGREEMENT

ARTICLE 1 – PARTIES, SUBJECT MATTER AND ACCEPTANCE

1.1. This Deposit / Prepayment Service Agreement (the "Agreement") is entered into by and between Atak Domain Bilgi Teknolojileri A.Ş. (the "Service Provider") and the natural or legal person who opens a deposit/prepayment account (the "Deposit Account") on the Service Provider's platform (the "User"), under the terms set out below. The Service Provider and the User are hereinafter referred to collectively as the "Parties".

1.2. The purpose of this Agreement is to set out the terms and procedures under which the User may fund the Deposit Account and use the balance held therein, so as to purchase, renew and transfer the products and services offered on the platform quickly, conveniently and without interruption.

1.3. By funding or using the Deposit Account, the User represents that they have read, understood and accepted this Agreement, the Service Provider's General Terms of Service and all other rules and conditions published on the platform. A User who does not accept these terms must not use the Deposit Account.

ARTICLE 2 – FUNDING AND PERMITTED USES

2.1. No minimum or maximum limit applies to deposits into the Deposit Account. The User may fund the account at any time and in any amount.

2.2. The deposit balance may be used solely to pay for the following products and services offered by the Service Provider:

- Domain registration, transfer and renewal,
- Pre-order / domain backorder services,
- Web hosting and server services,
- Business email packages,
- Purchase and renewal of SSL certificates,
- Any other digital products and services offered on the Service Provider's platform.

2.3. No interest, yield or other financial return of any kind shall accrue on the deposit balance. The Deposit Account does not constitute a bank deposit account.

ARTICLE 3 – CURRENCY AND BALANCE TRACKING

3.1. Deposits may be made only in Turkish Lira (TRY) or United States Dollars (USD). The balance shall be held in the currency in which it was deposited.

3.2. Where the price of a service is denominated in a currency other than that in which the balance is held, payment shall be collected at the exchange rate published on the platform on the date of the transaction. Any difference arising from exchange rate fluctuations shall be borne by the User.

3.3. Deposits in any currency other than TRY or USD shall not be accepted. Should any amount sent in breach of this rule be converted by the Service Provider's bank and credited to the account, all exchange differences and conversion costs shall be borne by the User. The Service Provider reserves the right to refuse to credit such amount to the balance and to return it to the sender after deduction of the applicable costs.

3.4. The User may view the current balance and the history of balance movements at any time through the customer panel.

ARTICLE 4 – PAYMENT METHODS AND BANK CHARGES

4.1. For deposits made by wire transfer or EFT, the User must state their customer number, or the reference code provided on the platform, fully and accurately in the payment description.

4.2. If the payment description is omitted, incomplete or incorrect, the payment may fail to be credited, may be credited to another account, or may be delayed. The Service Provider shall not be held liable for any service interruption or loss of domain resulting therefrom. Nevertheless, the Service Provider shall use reasonable efforts to allocate identifiable payments to the correct account.

4.3. All charges levied by the User's bank, intermediary banks and payment institutions, including wire transfer, EFT, SWIFT and commission fees, shall be borne by the User. As a result of such charges, the amount credited to the balance may be less than the amount sent.

4.4. Deposits made by credit or debit card shall be processed with 3D Secure authentication wherever the Service Provider deems appropriate. Transactions authorised through 3D Secure shall be deemed to have been carried out by the User as the cardholder. Only the amount approved by the payment institution shall be credited to the balance.

ARTICLE 5 – CONDITIONS OF USE OF THE BALANCE

5.1. The deposit balance may be used only for purchases and renewals carried out through the Service Provider's platform.

5.2. For a transaction to be paid from the deposit balance, the balance must, at the time of the transaction, be sufficient to cover the full price of the service together with any applicable taxes and additional fees. Whether partial payment is permitted shall be at the Service Provider's discretion.

5.3. Unless otherwise stated in the terms of the relevant campaign, the deposit balance may not be combined with campaign credits, gift balances, discount coupons or similar promotional amounts.

5.4. The deposit balance may not be transferred or assigned to any other user account.

ARTICLE 6 – AUTOMATIC RENEWAL AND DEDUCTIONS FROM THE BALANCE

6.1. Where the "Automatic Renewal" option is enabled for the User's services, the fees for services falling due for renewal shall be collected from the deposit balance in the first instance.

6.2. The User is responsible for maintaining a sufficient balance for automatic renewals to be processed. The User shall be liable for any service interruption or loss of domain resulting from a renewal failing due to insufficient balance.

ARTICLE 7 – NON-REFUNDABILITY AND UNUSED BALANCE

7.1. Subject to the cases set out in Article 10.4, amounts deposited into the Deposit Account shall not be refunded in cash, to a bank account or to a credit card. The User acknowledges and agrees that they may not claim a refund of any amount deposited.

7.2. Any unused balance shall be retained in the User's account without time limit and shall not expire or be forfeited due to inactivity or for any other reason.

7.3. The User may use the remaining balance for future domain registrations and renewals, backorders, hosting, business email, SSL certificates and any other products and services offered on the platform.

ARTICLE 8 – IDENTITY VERIFICATION AND REGULATORY COMPLIANCE

8.1. In accordance with applicable legislation, in particular Law No. 5549 on the Prevention of Laundering of Proceeds of Crime and the regulations of the Financial Crimes Investigation Board (MASAK), or wherever it deems necessary, the Service Provider may request from the User information and documents regarding their identity, address, tax details and the source of funds.

8.2. The User agrees to respond to such requests in a timely manner and to provide complete and accurate information.

8.3. If the requested information or documents are not provided, or if verification is unsuccessful, the Service Provider may take any measures it deems necessary, including refusing the deposit, temporarily suspending use of the balance and closing the account.

ARTICLE 9 – ACCOUNT SECURITY AND LIABILITY

9.1. The User is responsible for keeping their account credentials, such as username, password and two-factor authentication codes, confidential and for taking appropriate measures to prevent unauthorised access to their account by third parties.

9.2. All transactions carried out through the User's account shall be deemed to have been carried out by the User, and the User shall be liable for all such transactions.

9.3. Upon becoming aware of any unauthorised access to their account, the User shall notify the Service Provider without delay. The Service Provider shall not be liable for unauthorised transactions that occurred prior to such notification and that are not attributable to its own fault.

ARTICLE 10 – TERM, ACCOUNT CLOSURE AND EXCEPTIONS TO NON-REFUNDABILITY

10.1. This Agreement shall remain in force for as long as the User's Deposit Account remains open.

10.2. The Service Provider may suspend or close the Deposit Account where there is reasonable suspicion that it is connected with fraud, the use of counterfeit or stolen payment instruments, abuse of the chargeback process or any other unlawful activity. Requests from competent authorities and obligations arising under law are reserved.

10.3. The Service Provider may discontinue the deposit/prepayment service entirely, provided that it gives reasonable prior notice.

10.4. By way of exception to the principle of non-refundability set out in Article 7.1, any unused balance shall be refunded to a bank account registered in the User's name in the following cases:

- The Service Provider discontinues the deposit/prepayment service or its services on the platform entirely; or
- The Deposit Account is closed by the Service Provider for a reason not attributable to the User.

10.5. Any refund shall be limited to the balance available on the date of the refund and shall be made, after deduction of bank charges, within no more than thirty (30) days. The balance of any account closed under Article 10.2 may be blocked until the conclusion of the relevant legal proceedings.

ARTICLE 11 – RELATIONSHIP WITH THE GENERAL TERMS OF SERVICE

11.1. Matters not addressed in this Agreement shall be governed by the Service Provider's General Terms of Service. Terms not defined in this Agreement shall have the meanings given to them in the General Terms of Service.

11.2. In the event of any conflict between this Agreement and the General Terms of Service, the provisions of this Agreement shall prevail in respect of matters relating to the Deposit Account.

ARTICLE 12 – HEADINGS AND SEVERABILITY

12.1. The headings in this Agreement are for convenience of reference only and shall not be taken into account in the interpretation of its provisions.

12.2. Should any provision of this Agreement be held invalid or unenforceable by a competent court, the validity of the remaining provisions shall not be affected, and those provisions shall continue in force to the fullest extent permitted by law.

ARTICLE 13 – AMENDMENTS

13.1. The Service Provider may amend the provisions of this Agreement. Material amendments shall be notified to the User by email or by notice on the platform.

13.2. Continued use of the Deposit Account after the amendments take effect shall constitute acceptance of the amended Agreement. No amendment shall apply retroactively to the detriment of the User in respect of balances deposited before its effective date.

ARTICLE 14 – GOVERNING LAW AND JURISDICTION

14.1. This Agreement shall be governed by the laws of the Republic of Türkiye.

14.2. For Users who qualify as consumers, disputes shall be resolved by the Consumer Arbitration Committees within the monetary thresholds set under Law No. 6502 on Consumer Protection, and by the Consumer Courts for disputes exceeding those thresholds. For Users who do not qualify as consumers, the Istanbul Central (Çağlayan) Courts and Enforcement Offices shall have jurisdiction.

ARTICLE 15 – ENTRY INTO FORCE

15.1. This Agreement, consisting of fifteen (15) articles, shall enter into force on the date on which it is approved electronically by the User or on which the first deposit is made into the Deposit Account, whichever is earlier.

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