

## General Terms of Service

This General Terms of Use and Service Agreement (“Agreement”) is entered into between:

### Atak Domain Bilgi Teknolojileri Anonim Şirketi

İstasyon Mahallesi Efe Sadık Caddesi No: 4 İç Kapı No: 2 Kartepe – Kocaeli

Phone: +90 262 325 92 22

Email: [hukuk@atakdomain.com](mailto:hukuk@atakdomain.com)

and any individual or legal entity using the products and services provided by Atak Domain (“Customer”, “User”, “You”).

Your use of Atak Domain’s website, customer panel, products, and services constitutes acceptance of this Agreement and establishes a legally binding relationship between the parties.

### 1. Scope of the Agreement

This Agreement covers the following services:

- domain registration, renewal, and transfer services
- web hosting, email hosting, reseller hosting
- cloud server and physical server services
- SSL certificates
- DNS, DNSSEC, and auxiliary domain services
- web security products
- control panels and management tools
- all other products and services provided by Atak Domain

The following documents form an integral part of this Agreement:

- Domain Registration Agreement
- Domain Registration Policies (gTLD/ccTLD)
- DNS Services Policy and Terms
- Hosting Services Agreement
- SSL Agreements
- WHOIS Privacy/Proxy Policies
- Privacy Policy
- Abuse Policy

By accepting this Agreement, all users agree to comply with these policies.

### 2. Right to Modify

Atak Domain may modify the terms of this Agreement and the associated policies at any time.

The updated version is always published on the Atak Domain website and becomes effective

upon publication.

Continued use of the services constitutes acceptance of the updated terms.

### **3. Account Creation, Accuracy, and Security**

#### **3.1. Account Information**

The User agrees that all information provided during account creation is accurate and up to date.

Incorrect information may result in account suspension or termination.

#### **3.2. Account Security**

The User is solely responsible for the security of the account username, password, contact details, and access credentials.

All actions carried out through the account are the responsibility of the User.

#### **3.3. Identity Verification**

Atak Domain may request identity verification in the following cases:

- domain transfers
- account email changes
- detection of suspicious activity
- payment disputes
- abuse complaints

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Photo ID, selfie verification, company documents, or notarized documents may be requested.

### **4. Acceptable Use Policy (AUP)**

The User agrees **not** to engage in the following prohibited activities:

- spam, phishing, malware, botnet distribution
- hosting illegal content using Atak Domain services
- hosting child exploitation material
- copyright-infringing content
- conducting or facilitating DDoS attacks
- misuse of system resources
- infringement of trademark or personality rights
- activities intended to cause commercial harm
- illegal gambling, betting, or crypto fraud

Upon violation, Atak Domain reserves the right to suspend or terminate the service or lock the domain.

### **5. Domain Name Services**

#### **5.1. Role of Atak Domain**

Atak Domain operates as a reseller of an ICANN-accredited registrar, and domain names are managed by the relevant registry.

Successful registration of a domain name is not guaranteed.

## 5.2. Registry Rules

Each domain name is subject to the policies of its registry and ICANN.

The Customer agrees to adhere to these rules.

## 5.3. WHOIS Information

WHOIS information must be accurate.

Incorrect information may result in domain suspension.

## 5.4. Renewals

The responsibility for renewing domain names lies entirely with the Customer.

There is no guarantee that expired domains can be recovered.

## 6. Hosting, Server, and SSL Services

The Customer agrees:

- not to misuse hosting resources,
- not to upload software that harms the system,
- to comply with resource limits,
- not to host unlicensed software,
- not to use servers for spam activities.

Atak Domain reserves the right to perform maintenance on its hosting infrastructure.

## 7. Pricing, Payment, and Refund Terms

### 7.1. Pricing

Prices may be updated without prior notice.

### 7.2. Payment

Services are not provided until payment is made.

### 7.3. Chargeback

In case of credit card chargeback:

- the account may be suspended,
- domains may be locked,
- all services may be halted.

### 7.4. Refunds

- Domain registration/renewal/transfer fees are non-refundable.
- Refund conditions for hosting and other services are subject to separate policies.
- Deposits are non-refundable.

## 8. Limitation of Liability

Atak Domain cannot be held liable for:

- data loss,
- loss of profit,
- business interruption,
- server failures,
- DDoS attacks,
- damages caused by third parties.

Maximum liability is limited to the total amount paid by the Customer in the last 12 months.

## 9. Force Majeure

Atak Domain is not liable for interruptions caused by:

- natural disasters,
- fire, earthquake, war,
- cyberattacks,
- internet infrastructure failures,

or any similar force majeure events.

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## 10. Indemnification

The User agrees to indemnify and hold Atak Domain harmless from any damages resulting from the User's actions.

## 11. Privacy and Data Processing

Atak Domain processes customer data in accordance with KVKK and GDPR.

Domain registration data may be shared with ICANN and registry operators as required by policy.

## 12. Intellectual Property

The website, control panel, software, and all related content belong to Atak Domain.

They may not be copied or distributed without authorization.

## 13. Governing Law

This Agreement is governed by the laws of the Republic of Türkiye.

Kocaeli courts and enforcement offices have jurisdiction over disputes.

## 14. Notifications

All notifications must be sent to:

Atak Domain Bilgi Teknolojileri A.Ş.

İstasyon Mahallesi Efe Sadık Caddesi No: 4 İç Kapı No: 2 Kartepe – Kocaeli

Email: [hukuk@atakdomain.com](mailto:hukuk@atakdomain.com)

## 15. Termination

Atak Domain may terminate the service in cases of:

- misuse,
- payment issues,
- failure to fulfill identity verification,
- abuse complaints,
- breach of this Agreement.

The Customer may terminate the service at any time; however, previous payments are non-refundable.