

Domain Proxy Agreement

Please read this Domain Proxy Agreement (“Agreement”) carefully. By using the services and/or the website (as defined below) of Atak Domain Bilgi Teknolojileri Anonim Şirketi (“Atak Domain”), you agree to all terms and conditions set forth herein and in the Atak Domain Privacy Policy. You may access the referenced terms and conditions through the relevant link. Atak Domain may modify this Agreement at any time by posting the updated terms on the website, and any new, modified, or additional features that affect the services provided by Atak Domain shall automatically be deemed included within this Agreement.

If you do not accept the binding nature of these terms and conditions, or if you object to the terms of this Agreement or any future amendments, do not use or access Atak Domain services. Your continued use of Atak Domain services and the website after any changes are made constitutes acceptance of those changes.

This Agreement is entered into by and between Atak Domain and you, including your heirs, agents, representatives, and contractors (“You”), and becomes effective upon electronic acceptance. This Agreement sets forth the terms and conditions governing your relationship with Atak Domain and your use of Atak Domain services and constitutes the entire agreement between You and Atak Domain. By using the services, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement.

You also acknowledge that this Agreement is binding on:

- i. yourself personally,
- ii. any person acting on your behalf, and
- iii. any person using your Atak Domain account to conduct transactions, whether or not such actions are authorized by you.

You agree that any representations made by third parties acting on your behalf while using Atak Domain services shall be binding on you. You further acknowledge that general statements made on Atak Domain’s website or promotional materials do not constitute binding commitments by Atak Domain. You agree to comply with the terms and conditions published by the Internet Corporation for Assigned Names and Numbers (“ICANN”).

1. Description of Atak Domain’s Private Registration Services

When you subscribe to Atak Domain’s private registration service through Atak Domain’s partner registrar, Atak Domain will display its own contact details instead of your personal information in the public “WHOIS” directory. Subject to Section 4 of this Agreement, Atak Domain will keep your name, postal address, email address, and telephone and fax numbers confidential.

The following information (excluding your personal data) may appear in WHOIS in accordance with ICANN policy:

- i. Atak Domain's name and contact details as the proxy domain registrant and proxy email address,
- ii. proxy postal address and telephone number for the technical contact,
- iii. proxy email address, postal address, and telephone number for the administrative contact,
- iv. proxy email address, postal address, and telephone number for the billing contact,
- v. the nameservers you designate,
- vi. registration and expiration dates,
- vii. the identity of the registrar.

2. Full Use of the Domain Registration

Although your information is hidden in WHOIS, the following rights remain with You:

- i. the right to sell, transfer, or assign the domain to a third party,
- ii. the right to control the domain, including setting nameservers,
- iii. the right to cancel registration details,
- iv. the right to cancel the proxy service if your personal data appears in WHOIS,
- v. the right to renew the domain name.

3. Your Personal Information, Notification Obligations, Warranties, and Account Security

3.1 Personal Information

You are required to provide accurate and up-to-date contact information for each domain name.

You agree to notify Atak Domain of any changes within 3 days.

3.2 Renewals

You acknowledge and agree that renewal fees may be charged to your registered payment method.

3.3 Warranties

You represent and warrant that the information you provide to Atak Domain is accurate, that you use the services in good faith, and that you will not use the domain name for unlawful purposes.

3.4 Account Security

You are solely responsible for the security of your account access information.

3.5 Designated Agent

In accordance with ICANN rules, you authorize Atak Domain to act as your designated agent for domain ownership change processes.

4. Atak Domain's Right to Refuse Service, Suspend Service, and Disclose Your Information

Atak Domain may cancel your proxy service and disclose your information in the following cases:

- as required by law or regulation,
- court order or law enforcement request,
- ICANN rules,
- third-party rights or legal claims,
- breach of this Agreement,
- abuse, spam, malware, terrorist content,
- intellectual property infringement,
- any use that poses risk to Atak Domain.

If the service is cancelled, no refunds will be issued.

5. Communication

5.1 Incoming Physical Correspondence

Because Atak Domain appears in WHOIS, physical correspondence related to the domain may be delivered to Atak Domain. Atak Domain may review such correspondence and forward it to you at its discretion.

5.2 Email Forwarding

Proxy email address: domain@apiname.com

Atak Domain may:

- fully forward emails,
- filter emails for spam and then forward them,
- choose not to forward certain emails.

5.3 Responses to Notifications

If you fail to respond to important notifications, Atak Domain may disclose your identity and cancel the proxy service.

5.4 Administrative Fees

If additional administrative workload arises, Atak Domain may charge a reasonable administration fee.

6. Limitation of Liability

Atak Domain shall not be liable for any indirect, special, or consequential damages under any circumstances.

7. Disclaimer of Warranties

Atak Domain provides all services “as is” and disclaims all implied warranties.

8. Copyright and Trademarks

All content covered under this Agreement belongs to Atak Domain. Unauthorized use is strictly prohibited.

9. Miscellaneous

9.1 Severability

If any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

9.2 Governing Law

This Agreement shall be governed by the laws of the Republic of Türkiye. Kocaeli Courts shall have jurisdiction over domain-related disputes.

9.3 Notification Information

Notices from Atak Domain will be sent to your registered email address. Notices to Atak Domain shall be sent to:

Atak Domain Bilgi Teknolojileri Anonim Şirketi
İstasyon Mahallesi Efe Sadık Caddesi No: 4
İç Kapı No: 2
Kartepe – Kocaeli
hukuk@atakdomain.com
domain@apiname.com
+90 262 325 92 22

Notices shall be deemed delivered 5 days after dispatch by mail or courier.

9.4 Term of the Agreement

This Agreement remains in effect as long as Atak Domain appears in WHOIS as your proxy contact.