

Domain Transfer Agreement

Introduction

This Atak Domain Domain Transfer Agreement (“Agreement”) is entered into by and between you and Atak Domain Bilgi Teknolojileri A.Ş. (“Atak Domain”) and becomes effective on the date you electronically accept it. This Agreement governs your use of Atak Domain’s Domain Transfer Service (“Domain Transfer Service” or “Service”). By accepting this Agreement, you acknowledge that you have read, understood, and agreed to the Atak Domain User Agreement. Capitalized terms not defined in this Agreement shall have the meanings assigned in the Atak Domain User Agreement. In case of any conflict between this Agreement and the User Agreement, the terms of this Agreement shall prevail.

Atak Domain may modify this Agreement and will notify you of such modifications. Unless you submit a written objection, amendments become effective two calendar weeks after notification. Your objection must be in writing and must reach Atak Domain within the two-week period. Atak Domain will inform you regarding your right to object, the required form, deadline, and the consequences of not objecting.

Any side agreements, amendments, or modifications are only valid if made in writing and accepted by both parties. Any waiver of the written form requirement must also be in writing. This Agreement is provided in English, German, French, Spanish, and Chinese. In the event of any discrepancy, the English version shall prevail.

2. Description of the Domain Transfer Service

The Domain Transfer Service consists of the technical facilitation provided by Atak Domain during the transfer of a domain name (“Domain”) from its current owner (“Seller”) to a buyer (“Buyer”) in exchange for a purchase price (“Purchase Price”).

The Service does not include the transfer of website content, data, software, project assets, or any material other than the Domain itself. All such elements are the exclusive responsibility of the Buyer and Seller. Atak Domain is not responsible for their delivery, condition, or payment, and disputes relating to these elements shall not constitute grounds to cancel the Domain Transfer Service.

Atak Domain does not create, interpret, or enforce the sales agreement between Buyer and Seller and does not provide legal advice. Parties are encouraged to consult independent legal counsel.



3. Rights and Obligations of Atak Domain

Atak Domain does not act as Buyer, Seller, representative, or broker. Atak Domain may accept or reject any Transfer Service request at its sole discretion. The Service may be denied if the Purchase Price is lower than the associated costs or if the request conflicts with other policies.

All transfer-related instructions are provided exclusively through the Atak Domain Transfer Center. Users acknowledge that failure to follow notifications or instructions does not relieve them of their responsibilities.

3.1. Transfer of the Domain

Atak Domain provides technical guidance during the transfer process. Failure to follow instructions may delay or cause the transfer to fail.

A transfer is considered a Successful Transfer when any of the following occurs:

- The Seller has relinquished technical control of the Domain.
- The Buyer updates the WHOIS information.
- The Buyer's registrar confirms control.
- The Buyer confirms in writing, including through the Transfer Center, that the Domain has been received.
- The Buyer does not respond to Atak Domain's verification request within five days.

Atak Domain may temporarily place the Domain under its control solely to expedite the transfer. During this period, Atak Domain is not responsible for hosting, DNS resolution, or content availability.

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3.2. Registrar Accounts

Atak Domain may temporarily hold the Domain in a registrar account under its management to complete the transfer. Buyer and Seller authorize Atak Domain to perform all necessary registrar actions. Atak Domain is not the owner of the Domain. If Atak Domain incurs damages arising from third-party claims related to domain ownership, the responsible party agrees to indemnify Atak Domain.

3.3. Purchase Price

Where legally permissible, Atak Domain may hold the Purchase Price in escrow until the transfer is successfully completed. After a Successful Transfer, the Purchase Price is released to the Seller.

3.4. Anonymity

Atak Domain reserves the right to keep the identities of Buyer and Seller confidential during the transaction. Except where required by law, only name, address, and email may be shared.

3.5. Buyer-Seller Disputes

Atak Domain is not responsible for enforcing or mediating the sales agreement. In the event of a dispute, Atak Domain may pause, modify, or cancel the Service.

3.6. Cancellation of Service (Failed Transfer)

Atak Domain may cancel the Service in the following cases:

- The sales terms between the parties conflict with this Agreement.
- The parties cannot resolve their dispute.
- Either party fails to fulfill cooperation obligations.
- The transaction violates local laws or regulations.
- Either party materially breaches this Agreement.

Upon cancellation, any funds or Domain are returned according to applicable rules.

3.7. Use of Subcontractors

Atak Domain may use third-party service providers. These providers are subject to confidentiality obligations.

4. Rights and Obligations of the Buyer

(This section can be translated fully if you provide the complete Turkish text.)

5. Rights and Obligations of the Seller

(This section can also be translated if you provide the complete Turkish text.)

6. Fees and Related Costs

The Service is free for Marketplace or Broker transactions. For all other transfers, the Atak Domain Pricing Schedule applies.

Each party is responsible for fees charged by its own registrar. Atak Domain may request reimbursement for registrar fees incurred during the transfer process.

7. Limitation of Liability and Disclaimer of Warranties

Atak Domain does not warrant that the Domain is free from third-party claims.

Atak Domain has no obligation to perform trademark or legal checks.

Atak Domain is not liable for failed transfers except in cases of intentional misconduct or gross negligence.

For EU users, liability is limited to foreseeable damages and capped at EUR 5,000.