

USER AGREEMENT

Website: <https://www.atakdomain.com>

Parties:

- a) Atak Domain Bilgi Teknolojileri Anonim Şirketi ("Atak Domain")
- b) The individual or entity providing information during registration ("Customer")

This Agreement sets forth the terms of use for domain, hosting, server, SSL, email, and other internet services provided by Atak Domain, as well as the rights and obligations of the Parties. Completing the membership form or purchasing any service constitutes acceptance of this Agreement.

1. Subject of the Agreement

This Agreement defines the terms and conditions applicable to the services purchased by the Customer from Atak Domain, as well as the mutual rights and obligations of the Parties.

2. Customer Responsibilities

2.1 Accuracy of Information

The Customer represents and warrants that all information provided during registration is accurate. The Customer bears full legal and technical responsibility for any consequences arising from incorrect or incomplete information.

2.2 Account Security

The Customer is responsible for the confidentiality and security of all account information, including username and password. Atak Domain cannot be held liable for unauthorized use of account credentials.

2.3 Compliance with Terms of Use

The Customer may not store, transmit, or engage in any of the following:

- SPAM, phishing, or malware
- Copyright infringement
- Illegal content
- Excessive consumption of resources (CPU, RAM, disk, bandwidth)

Upon detection of such activity, Atak Domain may suspend the relevant service.

2.4 Backup Responsibility

While Atak Domain may perform goodwill backups, full responsibility for data backup lies solely with the Customer.

2.5 Content Responsibility

The Customer is fully responsible for all content hosted under their account and accepts all legal and criminal liability arising from such content.

3. Responsibilities of Atak Domain

3.1 Service Provision

Atak Domain activates the services ordered and paid for by the Customer as promptly as possible.

3.2 Limitation of Liability

Atak Domain's maximum liability is limited to the equivalent of one month of the service fee paid by the Customer for the relevant service.

3.3 Data Protection

Atak Domain protects Customer data in accordance with KVKK (Turkish Data Protection Law) and applicable international regulations.

4. Domain Services

4.1 Registration, Renewal, and Transfer

All domain-related processes are carried out in accordance with the rules and policies of ICANN and the respective registry operators.

4.2 WHOIS Information

The Customer is responsible for ensuring that WHOIS information is accurate and up to date. ICANN may require verification; failure to complete verification may result in domain suspension.

4.3 Expiration, Suspension, and Redemption Period

Expired domains may be suspended, redirected to a parking page, or enter a Redemption Period as defined by registry rules. Additional restore fees may apply during the Redemption Period.

4.4 Dispute Resolution

For extensions such as .com, .net, and .org, ICANN's UDRP procedures apply. Atak Domain complies with the instructions of the registry operator or dispute provider.

5. Hosting, Server, and Other Services

5.1 Unlimited Plans

Unlimited services are subject to "fair use" principles. If excessive resource usage or abuse is detected, the service may be restricted or suspended.

5.2 Technical Interruptions

Planned or unplanned outages may occur. Atak Domain's maximum liability in such cases is limited to the equivalent of one month of the service fee.

5.3 Scope of Services

Atak Domain reserves the right to update, modify, or redefine the scope and features of all services provided.

6. Pricing and Payment

6.1 Price Changes

Service renewal prices may change. Atak Domain may implement such changes by notifying the Customer.

6.2 Payment Delay

Services may be suspended if payment is delayed.

6.3 Payment Notification

The Customer is responsible for notifying Atak Domain of any completed payments.

7. Suspension

Services may be temporarily suspended due to non-payment, violation of usage policies, or detection of illegal activity.

8. Termination

8.1 Termination by Atak Domain

Atak Domain may immediately terminate services in cases of breach of this Agreement, provision of false information, illegal activities, or excessive resource usage.

8.2 Termination by the Customer

The Customer may terminate the service at any time. No refunds are provided for unused service periods.

9. Notices and Communication

The Parties accept that the addresses provided during membership registration constitute valid notification addresses. Unless address changes are provided in writing, existing addresses remain valid.

Notifications sent by Atak Domain to the Customer's registered email address are deemed legally binding and valid.

10. Non-Payment and Default

In case of non-payment, Atak Domain may apply late fees or suspend service. In the event of legal proceedings, the Customer agrees to cover all associated costs and expenses.

11. Jurisdiction

Any disputes arising from this Agreement are subject to the exclusive jurisdiction of the Courts and Enforcement Offices of Kocaeli, Türkiye.

12. Updates to the Agreement

Atak Domain reserves the right to update or revise this Agreement. The updated version enters into force on the date it is published on the website.