

Hosting Service Agreement

Parties:

Atak Domain Bilgi Teknolojileri Anonim Şirketi

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(Hereinafter referred to as "Atak Domain")

and

The natural or legal person purchasing the hosting service

(Hereinafter referred to as the "Customer")

have agreed to the following terms.

1. General Provisions

1.1 This Agreement governs the terms of use for web hosting, reseller hosting, corporate email, database hosting, SSL, and all related technical services purchased by the Customer from Atak Domain.

1.2 By purchasing the service, the Customer is deemed to have accepted:

- this Agreement,
- Atak Domain usage policies,
- ICANN policies and applicable TLD registry rules,
- obligations under KVKK and Law No. 5651.

1.3 The Customer may not transfer, lease, or resell the services provided under this Agreement to third parties.

2. Scope of the Service

Under the purchased package, Atak Domain provides:

- Web space
- Email services
- Database services
- PHP/ASP/.NET environments (depending on package)
- Traffic and resource allocation
- Control panel access (cPanel / Plesk / Atak Panel)
- Security and infrastructure components

3. Service Continuity and SLA (Service Level Agreement)

3.1 Atak Domain aims to provide 99.9% monthly uptime for all hosting services.

3.2 Exclusions from the SLA include:

- Force majeure events
- DDoS or similar attacks
- Telecommunication infrastructure failures
- Customer's faulty software
- Scheduled maintenance
- Legal access restrictions
- Third-party software issues

3.3 SLA Credit:

If uptime falls below 99.9%, the Customer may request a service credit equal to 10% of that month's hosting fee.

Credits are not refundable.

3.4 SLA requests must be submitted via ticket within 7 days following the outage.

4. Resource Limits (CPU - RAM - I/O - Inode - Entry Process)

4.1 All shared hosting services are subject to the following limits:

- CPU Limit: Usage exceeding 100% for more than 60 seconds is prohibited.
- RAM Limit: Cannot exceed package specifications.
- I/O Limit: Defined in the package details.
- Entry Processes: Concurrent processes must remain within package limits.
- Inode Limit: Total file count must not exceed package limits.

4.2 In the event of exceeding limits, Atak Domain may:

- Terminate the running process
- Suspend the website
- Technically restrict resource usage

5. Backup Policy

5.1 Atak Domain may perform weekly or daily backups; however, backups are not guaranteed.

5.2 No guarantee is provided regarding the integrity or restorability of backups.

5.3 The Customer is responsible for preventing data loss and must maintain their own backups.

5.4 Backup restoration requests may be subject to a fee.

6. Email Usage Policy

6.1 Hosting accounts may not be used for bulk email (mass mailing).

6.2 SMTP limits:

- 90 emails per hour
- Maximum 15 recipients per email

- Up to 5 simultaneous SMTP connections

6.3 In case of spam detection:

- The account is automatically suspended
- If the IP address is blacklisted, the Customer is responsible
- Cleanup and delisting costs belong to the Customer

6.4 Use of SPF, DKIM, and DMARC records is recommended.

7. Prohibited Uses (Abuse Policy)

Hosting services may not be used for:

- Malware, botnets, viruses, trojans
- Phishing, scams, fake banking sites
- Child exploitation content
- Pirated or unlicensed software
- Illegal gambling or betting (unless permitted)
- Cryptocurrency mining
- DDoS attack tools
- Traffic manipulation scripts
- Illegal streaming (live TV, sports, etc.)
- Spam services
- Proxy, VPN, TOR exit nodes
- IRC, bots, toplist, autosurf systems
- Copyright-infringing content

7.1 Detection of such content results in immediate suspension without prior notice.

7.2 No refunds will be issued.

7.3 Relevant authorities may be notified if necessary.

8. Abuse / DMCA / Copyright Complaints

8.1 Abuse notifications must be sent to:

hukuk@atakdomain.com / domain@apiname.com

8.2 Upon receipt of a copyright (DMCA-like) complaint:

- Content may be suspended within 24–48 hours
- The Customer may submit a counter-notice

8.3 Repeated violations may result in permanent account termination.

G. Security, KVKK, and Data Protection

9.1 Atak Domain implements technical and administrative measures under KVKK Article 12.

9.2 All traffic, access, and transaction logs are retained for 1–2 years as required by Law No. 5651.

9.3 The Customer is considered the “data controller” for personal data processed on

their hosting account.

9.4 Atak Domain may only share data with:

- Courts
- BTK
- Prosecutor's Office
- Authorized law enforcement

9.5 The Customer is primarily responsible for the integrity and security of their data.

10. Service Suspension

Atak Domain may immediately suspend the service under the following circumstances:

- Payment delay (1 day)
- Spam / abuse
- Excessive resource usage
- Scripts harming the server
- Malware-infected files
- Copyright infringement
- Illegal content
- Security risks

10.1 Service may be restored once the issue is resolved.

10.2 If payment is not made within 29 days, the account may be deleted.

11. Refund Policy

11.1 Hosting services do not include a standard refund guarantee once purchased.

11.2 Domains, licenses, SSL certificates, IPs, and panel licenses are non-refundable.

11.3 No refunds are issued for accounts terminated due to abuse.

11.4 Service credits for unused periods are at Atak Domain's discretion.

12. Service Migration (Transfer)

12.1 Migration services are provided as a goodwill gesture and are not guaranteed.

12.2 Data loss may occur; full responsibility lies with the Customer.

12.3 The Customer is responsible for providing FTP / panel credentials.

13. Service Fees and Payments

13.1 Services are billed in advance.

13.2 The Customer must pay renewal fees at the beginning of the new service term.

13.3 In case of delay:

- Day 5 → Suspension
- Day 29 → Deletion

13.4 Deleted accounts may not be recoverable.

14. Contract Term and Renewal

14.1 This Agreement begins on the date the service is purchased.

14.2 Unless terminated 15 days before expiration, the Agreement renews automatically for the same term.

14.3 Atak Domain may update the terms when necessary.

The new version is published on www.atakdomain.com.

14.4 Continued use of the service constitutes acceptance of the new terms.

15. Termination

15.1 The Customer may terminate the service at any time; no refunds apply.

15.2 Atak Domain may terminate the service immediately in cases of:

- Illegal activity
- Security threat
- Spam / fraud
- Court order
- Harm to network infrastructure

16. Jurisdiction

For any disputes between the parties, the courts and enforcement offices of **Kocaeli and Artvin, Türkiye** shall have jurisdiction.

17. Final Provisions

This Agreement consists of 17 articles.

By using the service, the Customer is deemed to have accepted all provisions.

