

Backorder Agreement

Last Updated: November 18, 2025 – © Atakonline Domain Hosting Internet and Information Technologies LTD. All rights reserved.

This Backorder Agreement ("Backorder Agreement") is an integral part of the Master Service Agreement or Reseller Agreement ("Agreement") entered into between the Customer ("Customer") and Atakonline Domain Hosting Internet and Information Technologies LTD, operating under the Domain Name API – www.domainnameapi.com brand ("Service Provider"). The Service Provider provides backorder services ("Backorder Services") to the Customer, subject to the terms of the Agreement. By accepting this Backorder Agreement, the Customer agrees to pay the applicable fees for the services provided hereunder.

Terms not defined in this Backorder Agreement, but capitalized, shall carry the meaning given to them in the Agreement, the Service Provider's Registration Agreement ("Registration Agreement"), and other related agreements signed between the parties.

Preliminary Statement

The Customer and Service Provider agree that the Backorder Services defined in this Backorder Agreement may also be offered to the Customer's end users through the Service Provider's interfaces and APIs.

1

A. Terms of Service

1. Definitions

The following definitions apply under this Backorder Agreement:

- **Backorder System:** A special system operated by the Service Provider to track domain expiration dates and increase the likelihood of domain registration as soon as possible after the domain is deleted and re-opened for registration by the relevant Registry.
- **Backorder:** A request to track and register a domain name that is currently registered by a third party, which will be deleted and re-opened for registration by the relevant Registry.
- **Backorder Fee:** The fee charged by the Service Provider for processing a Backorder request for the relevant domain. Current fees are listed in the Service Provider's price list. Unless explicitly stated otherwise, the Backorder Fee includes the Registry fee for the first-year registration of the domain.
- **Valid Backorder:** A Backorder that meets the following conditions:



- The order has been processed, and all necessary information for domain registration has been provided correctly and completely.
- A reservation (blockage) for the amount of the Backorder Fee has been made on the Customer's deposit account by the Finalization Date. The Backorder System attempts registration only for domains with at least one Valid Backorder.
- **Finalization Date:** The deadline by which:
 - New Backorder requests are no longer accepted.
 - Existing Backorder requests cannot be canceled or modified. The Finalization Date is displayed to the Customer via the reseller panel, API queries, or "pending delete" lists.
- **Partner Registrars:** ICANN-accredited registrars or relevant Registry partners used for domain registration requests related to Backorder services.

2. Customer's Obligations

The Customer agrees and undertakes the following:

a) Additional Terms

The domain registrations resulting from the Backorder Services are subject to:

- This Backorder Agreement.
- The Agreement and any applicable R&M Supplements.
- The Service Provider's Registration Agreement and terms of use.
- All rules, policies, and registration requirements set by the relevant Registry.

For certain domain extensions (e.g., local or restricted extensions), additional information or documents may be required (local address, ID number, company documents, power of attorney, etc.). The relevant Registry rules and registration requirements are available via the Service Provider's knowledge base, API documentation, or similar online resources, as well as on the Registry websites.

If the Customer is also the end user (final domain owner), all these terms apply directly to the Customer.

b) Responsibility for Approval and Information Accuracy

The Customer is exclusively responsible for:

1. Ensuring that the end user (if applicable) accepts all applicable agreements, policies, and terms for the Backorder Services, including those mentioned in Section 2(a).

2. Ensuring that all required information for processing the Backorder request and domain registration (domain owner information, contact details, nameserver, etc.) is provided correctly, completely, and submitted to the Service Provider before the Finalization Date.
3. Ensuring that the end user agrees to the Service Provider acting as the "authorized representative" or "designated agent" for the management of the domain under ICANN and the relevant Registry rules.

c) **Effect of the Finalization Date**

After the Finalization Date for a specific domain:

- No new Backorder requests will be accepted.
- No modifications or cancellations will be allowed for existing requests. All Backorder requests are considered final after this date.

d) **Reservation of Backorder Fee**

On the Backorder Date, the Service Provider will block (reserve) the necessary amount for Backorder Fees on the Customer's deposit account for the relevant Backorder requests.

e) **Cancellations**

Backorder requests can only be canceled up to 3 days before the Finalization Date.

In case of cancellation:

- The reserved amount for the relevant Backorder will be released from the Customer's account.
- These funds will be made available for other transactions.

f) **Failure of Fee Reservation**

The Service Provider will only process Backorder requests for which the required Backorder Fees have been reserved on the Customer's account by the Finalization Date. The collection of funds from the end user and ensuring the balance is available on time is solely the responsibility of the Customer.

g) **Exclusion of Liability for Customer-caused Errors**

The Service Provider is not responsible for any damages or losses incurred by the Customer or end user due to:

- Submission of incomplete or incorrect information.
- Insufficient funds in the Customer's account.
- Failure of the Backorder System to process or attempt registration due to these issues.

h) **Processing of Backorder Requests**

Once the Backorder request is processed by the system and a registration attempt is made, the Backorder is considered:

- Final, whether successful or not.
- Completed.

If a new Backorder request is to be made for the same domain, a new Backorder request must be initiated.

i) **No Guarantee of Success**

The Service Provider will make commercially reasonable efforts using its available technical resources to secure the registration of a domain under Backorder. However:

- Due to competition from other registrars,
- The Registry's domain release policies,
- Technical limitations, and
- Other factors beyond the Service Provider's control,
no guarantee of success can be provided for any Backorder request.

j) **Use of Partner Registrars**

To increase the success rate of Backorder transactions, the Service Provider may utilize Partner Registrars for the registration of Backorder requests.

- Domains registered this way will be managed by the Customer via the Service Provider's control panel or APIs.
- If required by ICANN or the relevant Registry rules, Partner Registrars may contact the domain owner directly and request the acceptance of their registration agreements.

k) **Deposit Resolution and Billing**

After all Backorder requests for a specific domain have been processed by the Backorder System:

- Unused reserved amounts are released from the Customer's deposit account.
- For each successful registration, the corresponding Backorder Fee is collected from the Customer's account, and the domain is transferred to the Customer's account (the end user is assigned as the domain owner based on the information provided by the Customer).

l) **Single Backorder Policy for the Same Domain**

The Service Provider's Backorder System only allows one (1) active Backorder request for the same domain at any given time.

1. If there is already an active Backorder request for a domain, a second Backorder request will not be accepted or processed.
2. The Customer or end users will see the information that a Backorder request is already active when applying via the interface or API; in this case, a new Backorder cannot be created.
3. Due to this policy:
 - Multiple Valid Backorders for the same domain will not occur.
 - No additional rules, ranking, or auction mechanisms will be required to determine which customer or end user receives the domain.

This section is structured to operate the “first come, first served” principle with a unique and non-conflicting Backorder model.

