

DNS Service Agreement

Definitions

Internal DNS Zone

A DNS zone (zone) for a domain held with Domain Name API through one of its accredited registrars (Registry).

External DNS Zone

A DNS zone (zone) for a domain registered with a registrar other than Domain Name API.

1. Introduction

This DNS Services Agreement (“DNS Agreement”) is an integral part of the Reseller Agreement entered into between Domain Name API services (“Domain Name API,” “Service Provider”) and the customer/reseller (“Customer”) provided by Atakonline Domain Hosting Internet and Information Technologies LTD.

Terms not defined herein and written with an initial capital letter shall carry the meanings assigned to them in the Agreement. Under this DNS Agreement, Domain Name API provides the DNS Services described below to the Customer. The Customer acknowledges and agrees to the terms of this agreement and commits to paying the fees set forth for the DNS Services.

This DNS Agreement becomes effective when the Customer accepts the DNS Agreement electronically or in writing or when a DNS zone is created within the Domain Name API system. The term of this Agreement will be the same as the term of the Reseller Agreement and will remain in effect until terminated.

By accepting this DNS Agreement (electronically or in writing) or creating a DNS zone within Domain Name API’s system, the Customer acknowledges that they have read, understood, accepted, and agreed to be bound by this DNS Agreement.

Domain Name API reserves the right to unilaterally change the terms and conditions of this DNS Agreement at any time. Such changes will be communicated to the Customer via the Domain Name API services and/or website. Continuing to use the DNS Services after such changes constitutes acceptance of those changes. The current version in effect is the most recent one published on the Domain Name API website.

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2. Definition of DNS Services

2.1. Scope of DNS Services

DNS Services include the creation, management, and resolution of authorized DNS queries for any DNS zone running on Domain Name API’s name servers.

DNS Services may include, but are not limited to:



- Creation or modification of a DNS zone via the web interface or API,
- URL redirection (Redirect / Frame),
- Email forwarding.

2.2. Sharing of Data with Third Parties

The Customer agrees that Domain Name API may share third-party information as required for the provision of the DNS Services. For further information, Domain Name API's Privacy Policy applies.

3. Availability, Suspension, and Termination of DNS Services

3.1. Incoming Transfers (DNS Service Availability)

3.1.1. DNS Services may be unavailable during the transfer process of a domain name to Domain Name API.

3.1.2. The Customer agrees to add all DNS records used by third-party name servers to Domain Name API's DNS zone (zone) before or at the latest, before the transfer is completed.

3.1.3. The Customer acknowledges that they are solely responsible for any disruptions, data loss, usage loss, or other damages arising from discontinuing the use of third-party name servers and transferring the domain to Domain Name API; Domain Name API is not responsible for such losses or damages.

3.2. Outgoing Transfers (DNS Service Availability)

3.2.1. DNS Services for an Internal DNS Zone will continue to be available for up to fourteen (14) days after the domain is transferred to another registrar; after this period, Domain Name API may terminate DNS Services at any time.

3.2.2. The Customer acknowledges that they are solely responsible for DNS resolution and necessary DNS configurations after transferring the domain to another registrar.

3.2.3. The Customer acknowledges that Domain Name API is not responsible for any disruptions, data loss, usage loss, or other damages arising from the decision to use third-party name servers or transfer the domain to another registrar.

3.3. DNS Service Availability for Deleted and Expired Domains

For an Internal DNS Zone, DNS Services may continue for up to fourteen (14) days after the domain is deleted by the relevant registry. After this period, Domain Name API may terminate the DNS Services at any time.

3.4. DNS Service Availability for External DNS Zones

3.4.1. DNS Services for an External DNS Zone will become active after the Customer's order and will continue indefinitely until the Customer cancels the service.

3.4.2. The Customer is fully responsible for ensuring that the domain's sponsor registrar (their registrar) points the domain's nameserver records to Domain Name API's nameservers and correctly configures DNS settings.

3.4.3. Domain Name API is not responsible for checking whether the domain is still registered or still using Domain Name API nameservers for External DNS Zones.

3.5. Suspension and Termination of DNS Services

3.5.1. Domain Name API may delay the initiation of DNS Services or suspend ongoing DNS Services at any time and for any reason, including third-party service provider-related issues. Domain Name API may refuse to process DNS Service requests or suspend or terminate DNS Services in case of:

- Violation of this DNS Agreement or Domain Name API's General Terms,
- Cancellation or expiration of a domain name registered with Domain Name API,
- Refusal or suspension of other services provided by Domain Name API or third-party service providers.

3.5.2. In the event of disruptions, attacks, failures, or similar incidents affecting DNS infrastructure that are beyond Domain Name API's control, or if Domain Name API has reasonable grounds to believe that such incidents are related to or caused directly by the Customer, Domain Name API may suspend DNS Services without prior notice. In such cases, Domain Name API will make commercially reasonable efforts to inform the Customer of the disruption within a reasonable time. The Customer agrees to cooperate in good faith with Domain Name API and assist with any necessary maintenance activities.

4. Acceptable Use

4.1. Limit on Record Count

The Customer agrees that each of their DNS zones (Customer Zones) will contain no more than 1,000 Resource Records (DNS records).

4.2. Query Count Limit

To maintain DNS infrastructure stability, Domain Name API reserves the right to throttle or deactivate DNS zones that receive more than 10,000 queries per hour.

4.3. Monthly Query Volume

To ensure fair resource allocation among all users, Domain Name API reserves the right to charge additional traffic fees for DNS zones that exceed 2 million queries per month.

4.4. Abuse

Domain Name API may deactivate, suspend, or delete DNS zones associated with domains that violate the Anti-Abuse Policies at its sole discretion.

5. DNS Resolution

5.1. Service Levels

Domain Name API will make commercially reasonable efforts to provide DNS resolution



with 99.99% uptime under the terms specified in Section 3 of this DNS Agreement. Domain Name API is not liable for any indirect, incidental, or consequential damages arising from DNS Service interruptions.

5.2. No Warranty

The Customer acknowledges that the DNS service does not guarantee uptime, response times, or DNS resolution quality. DNS Services may be subject to restrictions or suspensions due to high query usage (as referred to in Section 4.2).

5.3. Exceptions to Downtime

The following situations will not be considered a “service failure” and will not trigger any compensation:

- Suspension or termination under Section 3 of this Agreement,
- Malicious or illegal actions by the Customer or Customer’s clients,
- DDoS or similar attacks,
- Third-party software, system, or platform-related issues,
- Customer errors, negligence, or omissions,
- Issues caused by third-party applications or coding,
- Problems in internet sections outside of Domain Name API’s network.

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5.4. Scheduled Maintenance

Domain Name API may perform scheduled maintenance from time to time. The Customer will be notified in advance via DNS Service interfaces or email. Scheduled maintenance periods are not considered as DNS service failures.

5.5. Limitation of Liability

The Customer agrees that Domain Name API is not liable for any data loss, information loss, or other damages arising from interruptions, errors, or other issues caused by disruptions mentioned in this section.

6. Customer Responsibilities

6.1. Keeping Information Up to Date

The Customer is responsible for ensuring that all DNS zones are properly configured and kept up to date during the term of this DNS Agreement.

6.2. Cooperation and Technical Changes

The Customer is required to cooperate with Domain Name API in relation to DNS Services and ensure that necessary technical changes to DNS configurations are made.

6.3. Accurate Information

The Customer represents that all information provided to Domain Name API is accurate,



up-to-date, and complete, and that any changes to this information will be promptly updated.

6.4. Deleting External DNS Zones

The Customer is responsible for deleting any external DNS zones that are no longer needed. The Customer acknowledges that they are fully responsible for the service charges for any External DNS Zone that remains in the account.

6.5. Legal and Anti-Abuse Compliance

The Customer agrees to comply with this DNS Agreement, Domain Name API's General Terms, Anti-Abuse Policies, and applicable laws while using DNS Services. DNS Services cannot be used for illegal activities, spam, attacks, phishing, or violating intellectual property or privacy rights.

7. Domain Name API's Responsibilities

7.1. Providing the Service

Domain Name API is responsible for providing DNS Services as specified in this DNS Agreement.

7.2. Support

Domain Name API will respond to reasonable support requests from the Customer related to DNS Services.

7.3. Third-Party Name Servers

Domain Name API is not responsible for providing support for third-party name servers.

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8. Term and Termination of the DNS Agreement

8.1. Term

This DNS Agreement becomes effective when the Customer accepts it electronically or in writing, or when the Customer creates their first DNS zone or places their first DNS Service order. The Agreement remains in effect until terminated.

8.2. Termination by the Customer

The Customer can terminate this DNS Agreement by deleting the relevant DNS zone from their account and removing Domain Name API's nameservers from the WHOIS record of the relevant domain name.

8.3. Termination by Domain Name API

8.3.1. Domain Name API may terminate this DNS Agreement with written notice at least 30 days in advance.

8.3.2. If Domain Name API reasonably believes that the Customer has violated the DNS



Agreement or the Anti-Abuse Policy, or is using the DNS Service for illegal purposes, it may suspend the DNS Service without prior notice.

8.3.3. Domain Name API is not liable for any actions taken under this section.

8.4. Consequences of Termination

8.4.1. Provisions such as fees, payments, indemnities, and liability limitations will remain in effect after termination.

8.4.2. Upon termination, all DNS Services for the Customer's DNS zones will cease. The Customer is responsible for ensuring their DNS zones are deleted. If the Customer does not delete their zones, Domain Name API reserves the right to take necessary actions.

8.4.3. Domain Name API is not obligated to contact third parties regarding DNS service terminations.

9. Fees and Payments

9.1. Fees

Fees for DNS Services are determined according to the terms published on Domain Name API's website, control panel, or in the General Service Terms, Reseller Agreement, or Wholesale Service Agreement annexes.

9.2. Insufficient Balance

If the Customer's account does not have enough funds to cover the DNS zone renewal fee, Domain Name API reserves the right to suspend or terminate DNS Services.

