

Designated Agent Agreement

This Designated Agent Agreement (“Agreement”) is entered into between the following parties:

- Atak Domain Bilgi Teknolojileri A.Ş. (hereinafter referred to as the “Designated Agent”),
- [Registrant Name] (hereinafter referred to as the “Registrant”).

1. Definitions

- **Atak Domain:** An ICANN-accredited registrar providing domain name registration services.
- **Designated Agent:** Atak Domain Bilgi Teknolojileri A.Ş., the individual or entity authorized by the Registrant solely to approve a Change of Registrant (COR) on the Registrant’s behalf.
- **Registrant:** The individual or entity that is the domain name holder and that authorizes the Designated Agent to approve a Change of Registrant (COR) on its behalf.

2. Role and Authorities of the Designated Agent

1. Authority to Act:

The authority of the Designated Agent is strictly limited to approving a Change of Registrant (COR) request that has been initiated by the Registrant.

2. Verification of Domain Information:

The Designated Agent may, solely within the scope of COR approval, verify the accuracy of the information provided by the Registrant; the technical and operational responsibility for ICANN compliance rests with the Registrar.

3. Email Notifications:

Pursuant to the ICANN Transfer Policy, COR- and transfer-related notifications are sent directly to the Registrant. The Designated Agent is not the recipient of such notifications.

4. Transfers:

The Designated Agent may not initiate or approve inter-registrar transfer requests and may not receive AuthInfo codes, Forms of Authorization (FOA), or transfer-related notifications.

5. ICANN Compliance:

The Designated Agent shall ensure that all actions performed within its limited

authority comply with the ICANN Transfer Policy and the WHOIS Data Accuracy Specification.

3. Responsibilities of the Registrant

1. Grant of Authority:

The Registrant authorizes Atak Domain Bilgi Teknolojileri A.Ş. (as the Designated Agent) to perform the assigned duties and to approve registrant information solely within the scope defined in this Agreement.

2. Responsibility for Actions Taken:

The Registrant is responsible for the actions taken by the Designated Agent. Such actions are limited to approving domain information and verifying related data.

3. Communication:

The Registrant shall communicate with the Designated Agent, confirm instructions, and provide the necessary documentation for the requested changes.

4. ICANN Compliance and Legal Obligations

1. ICANN Compliance:

The Designated Agent shall ensure that all actions carried out on behalf of the Registrant comply with ICANN policies, including the WHOIS Data Accuracy Specification, the Transfer Policy, and other applicable policies.

2. Legal Responsibility:

The Registrant assumes full legal responsibility for all actions taken by the Designated Agent and ensures that the Designated Agent acts in the Registrant's best interests and in compliance with all applicable laws and regulations.

5. Term and Termination of the Agreement

1. Term:

This Agreement shall remain in effect until terminated by the Registrant. The Registrant may revoke the Designated Agent's authority at any time via Atak Domain.

2. Termination by the Registrant:

The Registrant may terminate the Designated Agent's authority at any time by providing written notice or through the Atak Domain account.

3. Termination by Atak Domain:

Atak Domain reserves the right to terminate the Designated Agent's access if the Designated Agent fails to comply with Atak Domain's policies and procedures.

6. Confidentiality and Security

1. Confidentiality of Information:

The Designated Agent is obligated to keep the Registrant's contact information and domain registration data confidential.

2. Data Security:

The parties shall take all necessary measures to protect personal and sensitive data against unauthorized access or disclosure, in accordance with ICANN policies and applicable data protection regulations.

7. Dispute Resolution

1. Arbitration:

Any dispute arising out of this Agreement shall be resolved by binding arbitration in accordance with the rules of the International Chamber of Commerce (ICC), under the jurisdiction applicable to the Registrant.

2. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the country in which the Registrant resides.

8. Miscellaneous

1. Amendments:

Any amendment to this Agreement must be made in writing and signed by both the Registrant and the Designated Agent.

2. Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

Signatures

By signing below, the parties agree to be bound by the terms and conditions of this Designated Agent Agreement.

Registrant Name: _____

Registrant Signature: _____

Date: _____

Designated Agent (Atak Domain Bilgi Teknolojileri A.Ş.)

Signature: _____

Date: _____