

Domain Marketplace Terms of Use

1. Parties and Scope

1.1. These Domain Marketplace Terms of Use (the "Agreement") are entered into between Atakonline Domain Hosting İnternet ve Bilgi Teknolojileri Ltd., with its registered address at Özker Özgür Caddesi, No:1 Hamitköy, Lefkoşa, Turkish Republic of Northern Cyprus ("Domain Name API"), and each Seller and Buyer using the Marketplace (each a "User"). The Agreement takes effect on the date the User accepts it electronically.

1.2. This Agreement governs how Domains registered with Domain Name API are listed for sale, how listings are published and how offers are passed on. The Domain Name API User Agreement and the Domain registration terms apply alongside this Agreement; on matters relating to the domain sale service, this Agreement prevails.

1.3. Payment of the purchase price and transfer of the Domain fall outside the scope of this Agreement. Technical transfers are governed by the Domain Sale Direct Transfer and Technical Services Agreement, and the optional brokerage service by the Domain Broker Service Agreement.

2. Definitions

- **Domain:** An internet domain name registered with Domain Name API, together with the registration right attached to it, subject to the rules of the relevant registry and registrar.
- **Marketplace:** The web pages, parking and sale pages and customer panel on which Domain Name API publishes domain sale listings.
- **Seller:** A User who puts a Domain up for sale as its registrant, or as a person duly authorised by the registrant.
- **Buyer:** Any person who submits an offer or a purchase request through a listing.
- **Listing:** A sale notice published by the Seller on the Marketplace, either as a Fixed-Price Listing or as a Make-an-Offer Listing.
- **Offer:** The price a Buyer proposes for a Domain.
- **Purchase Request:** A Buyer's notice to the Seller that it accepts the price stated in a Fixed-Price Listing.
- **Direct Sale:** A sale in which the Buyer and the Seller handle the entire transaction between themselves, including payment and transfer, without Domain Name API acting as intermediary.

- **Brokerage Service:** The paid negotiation, payment and transfer coordination service provided at a party's request under the Domain Broker Service Agreement.

3. Role of Domain Name API

3.1. In a Direct Sale, Domain Name API only provides the technical infrastructure for publishing listings and passing on offers. The sale contract is formed solely between the Buyer and the Seller. The fact that a Domain is registered with Domain Name API does not make Domain Name API a party to the sale.

3.2. In a Direct Sale, Domain Name API:

- is not the seller or buyer of the Domain, nor the agent, broker, surety, guarantor or escrow holder of either party;
- does not collect, hold or pay the purchase price to the Seller;
- is under no obligation to verify whether payment has been made, or to check the identity or statements of the parties, without prejudice to the verifications it must carry out as a registrar under applicable law and ICANN and registry rules;
- does not take part in negotiations, pricing or the parties' commercial decisions;
- does not guarantee that either party will perform its obligations.

3.3. In a Direct Sale, the parties decide between themselves on the payment method and on the order in which payment and transfer take place. A Seller who instructs a transfer before receiving payment, and a Buyer who pays before receiving the Domain, each do so at their own risk.

3.4. **Subject of the sale:** Unless the parties agree otherwise, only the registration right in the Domain is sold. Websites, content, hosting, email, software, trademarks, customer data, social media accounts and any other assets are not included in the sale; any transfer of such assets is solely the parties' responsibility.

3.5. **Secure transaction option:** A party who wants payment and transfer to be coordinated may choose the Brokerage Service by selecting "Continue with Domain Brokerage" at the purchase step. In that case, the Domain Broker Service Agreement applies to all matters relating to the Brokerage Service, and Domain Name API's role as intermediary is limited to what that agreement describes; this Agreement and the Domain registration terms continue to apply within their own scope. Creating a listing or sending an offer does not by itself start the Brokerage Service.

3.6. **The labels "Verified Listing", "Ownership verified" and similar** only indicate that, at the time of listing, the Domain was registered with Domain Name API and the listing

was created from the account that manages it. They do not guarantee the Seller's legal title or authority to sell, the value of the Domain, or that the Domain is free from trademark, copyright or other third-party claims or disputes.

3.7. Domain Name API may, at its discretion, promote listings on partner sites and in search results, and may publish the sale price and domain name for statistical and reference purposes without disclosing the identity of the parties.

4. Listings

4.1. Only Domains registered with Domain Name API and managed in the Seller's account may be listed. Listing is free of charge.

4.2. Access to an account is not, on its own, proof of authority to sell. For security purposes, Domain Name API may ask the Seller for identification, proof of authority to represent a company, or other evidence of authority to sell, and may withhold the listing until verification is complete.

4.3. The Seller may create a Fixed-Price Listing or a Make-an-Offer Listing and may set a minimum offer amount for the latter. A listing without a price is treated as a Make-an-Offer Listing. Auctions are not offered on the Marketplace.

4.4. The Seller alone is responsible for the content, price and accuracy of its listing. The Seller must remove the listing promptly if the Domain is sold, expires, is withdrawn from sale or the registration right ends for any reason. Domain Name API may automatically remove listings for expired Domains.

4.5. Domain Name API may refuse, remove or suspend any listing without prior notice on grounds of suspected breach of law, its acceptable use policy or third-party rights (including infringement notices made under Article 9), complaints, official requests, suspected fraud or the security of the Marketplace.

4.6. Removing a listing does not cancel the Domain or end its registration. Suspension of a Domain and other registration actions are governed by applicable law, the relevant policies and the registration agreement.

5. Offers and Purchase Requests

5.1. Offers and purchase requests are passed on to the Seller through the Marketplace. Making an offer is free of charge. Domain Name API does not guarantee that a message will be delivered, read or answered.

5.2. Offers remain active on the Marketplace for 7 (seven) days and lapse automatically if not answered within that period. The Buyer may withdraw its offer through the Marketplace before the Seller responds.

5.3. Clicking "Buy Now" or a similar button on a Fixed-Price Listing notifies the Seller that the Buyer accepts the listed price. It does not constitute an undertaking by Domain Name API to sell or deliver the Domain and, in a Direct Sale, does not create any payment or transfer obligation towards Domain Name API; payment and transfer are handled between the parties.

5.4. The Domain, price, payment, transfer, timing and any cancellation terms are agreed between the Buyer and the Seller by mutual express acceptance. The acceptance of an offer, its binding effect and its consequences are matters solely between the parties. Domain Name API does not compel either party, resolve disputes or act as arbitrator in these matters.

5.5. Unless stated otherwise, offers and sale prices are in the currency shown on the listing. Taxes, invoicing obligations and exchange rate differences are determined by the parties in line with their own legal obligations.

5.6. Domain Name API may delete offers that are reasonably shown to have been made in error, or that are fake, manipulative or suspected to be fraudulent, and may suspend the related account.

6. Seller's Representations and Undertakings

For each Domain it lists, the Seller represents and undertakes that:

- (a) it is the registrant of the Domain, or is authorised to sell on the registrant's behalf;
- (b) the Domain is not the subject of any lawsuit, UDRP/URS proceeding, enforcement action, attachment, injunction or other legal dispute;
- (c) to the best of its knowledge, the Domain and its use do not infringe any third party's trademark, trade name, copyright or personality rights;
- (d) it will not conceal from the Buyer any known transfer obstacles, transfer locks, registry restrictions or disputes;
- (e) its account and WHOIS details are accurate, up to date and consistent with each other;
- (f) it will keep the Domain registered for as long as the listing is active and until the transfer is complete; unless otherwise agreed with the Buyer, renewal costs are borne by the Seller;
- (g) if it sells the Domain, it will carry out the transfer as agreed between the parties and in accordance with the Domain Sale Direct Transfer and Technical Services

Agreement, and it remains responsible if, after reaching agreement, it transfers the Domain to a third party or allows it to expire;

(h) it bears all taxes, invoicing and other financial obligations arising from the sale.

7. Buyer's Responsibilities

7.1. Before making an offer or a payment, the Buyer evaluates the Domain through its own research. It is the Buyer's responsibility to research trademark and other third-party rights, the registration and eligibility rules and restrictions of the relevant extension (TLD), the remaining registration period, renewal prices and the reliability of the Seller. Domain Name API does not provide valuations, trademark searches or legal reviews.

7.2. After the transfer, the Buyer is responsible for renewing the Domain, keeping its account secure and using the Domain lawfully.

7.3. In a Direct Sale, the Buyer chooses the payment method. Domain Name API accepts no responsibility for payments made outside the Marketplace or for information the parties give each other.

8. Prohibited Conduct

Users must not:

- list Domains that belong to someone else, were obtained through unauthorised access, or may not be transferred;
- make offers on their own listing, directly or indirectly, or create fake offers;
- manipulate traffic, offer or interest statistics;
- provide false listing, identity or payment information, impersonate others, or use fake payment receipts;
- use the Marketplace for fraud, money laundering, phishing, spam or any other unlawful purpose;
- interfere with the technical operation of the Marketplace or send bulk offers using automated tools;
- after choosing the Brokerage Service, try to complete the transaction directly by bypassing Domain Name API.

If Domain Name API detects or reasonably suspects such conduct, it may remove the listing and offers, suspend or close the account, halt the transfer of the relevant Domain and notify the competent authorities. Domain Name API reserves the right to claim any resulting losses.

9. Infringement Notices and Listing Removal

9.1. How to notify: A rights holder, or its authorised representative, who believes that a listing or a listed Domain infringes its trademark, trade name, copyright, personality or other rights must send a notice by email to domain@apiname.com. Notices sent through other channels may not be considered.

9.2. Content of the notice: The notice must include:

- (a) the name or company name, address, email address and telephone number of the person giving notice;
- (b) where the notice is given by a representative, a power of attorney or other proof of authority;
- (c) the Domain concerned and a link to the listing;
- (d) the right claimed to be infringed and its basis (for example, the trademark registration number, country and classes of registration, and the registration certificate);
- (e) an explanation of how the infringement occurs;
- (f) any relevant court, official, UDRP/URS or registry decision;
- (g) a statement that the information in the notice is accurate and that the notice is made in good faith.

9.3. Incomplete notices: Where a notice is incomplete or unclear, Domain Name API may ask for the missing information. The notice may not be processed until it is complete.

9.4. Review and interim measures: A notice that meets these requirements will be reviewed within 5 (five) business days of receipt. Where a notice appears well founded on its face, Domain Name API may remove or suspend the listing, stop passing on offers and put on hold any pending transfer instruction for the Domain. In the case of court or official decisions, or content that is manifestly unlawful, these measures may be taken immediately.

9.5. Seller's objection: Domain Name API will inform the Seller of the notice and of any measure taken. The Seller may send a reasoned objection, with supporting documents, to domain@apiname.com within 5 (five) business days of being informed. Domain Name API will decide at its discretion whether to reinstate the listing. If the dispute between the parties continues, the listing may remain removed until the dispute is resolved by a decision of a competent authority or by agreement between the parties.

9.6. **Sharing of personal data:** The contact details of the person giving notice and of the Seller may be shared with the other side to the extent necessary for them to resolve the dispute, in accordance with personal data protection laws.

9.7. **Domain Name API's position:** Domain Name API does not make legal findings of infringement and does not act as arbitrator between the parties. Removing or suspending a listing does not mean that Domain Name API accepts that an infringement has occurred or that the Seller has no rights. The Domain registration itself will only be suspended, cancelled or transferred on the basis of a decision of a competent court or authority, a UDRP/URS or registry dispute resolution decision, or otherwise in line with applicable law and Domain Name API's obligations as a registrar.

9.8. **Good-faith action and bad-faith notices:** Domain Name API is not liable to the Seller for any loss arising from measures it takes in good faith under this Article. The person giving notice is liable for any loss caused by a false or bad-faith notice.

9.9. **Brokerage and records:** This Article also applies to Domains involved in transactions under the Brokerage Service, in which case the brokerage process may also be suspended. Notices, correspondence and measures taken are recorded and may be shared with competent authorities upon request.

10. Fees

10.1. Domain Name API charges neither the Seller nor the Buyer any commission for listings, offers or Direct Sales, and does not collect the purchase price.

10.2. Fees for registration, renewal, internal account transfers, changes of registrant and inter-registrar transfers are separate from the purchase price. They are set by Domain Name API's current price list (domainnameapi.com), are shown on the order screen before the transaction, and are paid by the party concerned.

10.3. The fee and any commission for the Brokerage Service are shown in a separate order and are governed by the Domain Broker Service Agreement.

11. Limitation of Liability

11.1. The Marketplace is provided "as is" and "as available". Domain Name API does not guarantee that the Marketplace will operate without interruption or error, that a listing will sell within any particular time, or that a Domain has any particular value or traffic revenue.

11.2. In relation to Direct Sales, Domain Name API is in particular not liable for:

- the Buyer's or Seller's failure to make payment or carry out a transfer, delay in doing so, or fraudulent conduct;

- false statements, identity details or payment information provided by the parties;
- payments, communications and agreements made outside the Marketplace;
- a Domain infringing third-party rights, being subject to a dispute or being non-transferable;
- locks, delays or restrictions arising from registrar, registry or ICANN rules;
- emails or notices that are not delivered, are delayed or end up in spam folders;
- the parties' loss of profit, reputation or opportunity, or any other indirect loss.

11.3. In any event, Domain Name API's total liability arising from the Marketplace service is limited to the fees paid by the User concerned to Domain Name API for the Marketplace service in the 12 months preceding the event giving rise to the loss.

11.4. Nothing in this Article excludes Domain Name API's liability for wilful misconduct or gross negligence, or any rights granted by mandatory law, including consumer protection law; the limitations apply to the fullest extent permitted by mandatory law.

12. Indemnity

12.1. The User shall reimburse Domain Name API, upon documentation, for damages, administrative fines, legal costs and reasonable attorney fees paid by Domain Name API in respect of claims brought against it that are causally connected to the User's breach of this Agreement, false statements or infringement of third-party rights, and that may lawfully be attributed to the User.

12.2. Domain Name API will notify the User of any such claim within a reasonable time. Claims arising from Domain Name API's own fault are excluded from this Article.

13. Personal Data and Confidentiality

13.1. The Seller's identity and contact details are not displayed on the listing page. The name, email address and message submitted by the Buyer with an offer are passed on to the Seller so that the offer can be considered.

13.2. In a Direct Sale, the parties choose of their own accord whether to share contact details with each other; the party sharing and the party receiving such details are each responsible for how they are used.

13.3. Personal data is processed in accordance with the personal data protection legislation in force in the Turkish Republic of Northern Cyprus and, where applicable, the EU General Data Protection Regulation (GDPR) and the Domain Name API Privacy Policy

and Data Protection Notice (<https://www.domainnameapi.com/legal>). Where required by law, information may be shared with competent authorities and institutions.

14. Amendments

Domain Name API may amend this Agreement. Amendments take effect 14 (fourteen) days after notice is sent to the User's registered email address and published on the Marketplace. A User who does not accept the amendments may terminate this Agreement within that period by removing its listings; continued use of the Marketplace after that period constitutes acceptance of the amendments. Amendments do not apply to transactions started before they take effect. Amendments required by changes in the law or for security reasons may take effect upon publication.

15. Termination

The User may terminate this Agreement at any time by removing its listings. Domain Name API may terminate the User's access to the Marketplace with immediate effect in the event of a breach of this Agreement or reasonable suspicion of one. Termination does not affect rights and obligations that arose before termination.

16. Force Majeure

Domain Name API is not liable for any failure to perform its obligations caused by natural disasters, epidemics, war, cyberattacks occurring despite reasonable security measures, power or infrastructure outages caused by third parties, registry or ICANN outages, decisions of public authorities, or similar events beyond Domain Name API's control that could not have been prevented by reasonable measures.

17. Notices and Evidence

17.1. Notices are sent to the email address registered in the User's account and to the customer panel. The User must keep its email address up to date.

17.2. The parties agree that Domain Name API's electronic records, system and log records, email correspondence and transaction history constitute evidence and will be assessed together with other lawful evidence; the User's right to submit evidence to the contrary is reserved. The version of this Agreement and the time of its acceptance are kept in the transaction records.

18. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Turkish Republic of Northern Cyprus. The Courts and Enforcement Offices of Lefkoşa (Nicosia) have jurisdiction over any dispute arising from this Agreement. Users who are consumers retain any rights of recourse granted to them by the mandatory consumer protection laws that apply to them.

19. Language and Entry into Force

The Turkish text of this Agreement prevails; this English version is provided for information purposes only. If any provision is held invalid, the remaining provisions remain in effect. This Agreement consists of 19 articles and enters into force upon the User's electronic acceptance.

By accepting electronically, the User confirms that it has read, understood and agreed to all terms of this Agreement.