

Domain Proxy Agreement

Please read this Domain Proxy Agreement (“Agreement”) carefully. By using the services and/or website of Atakonline Domain Hosting Internet and Information Technologies LTD (“Domain Name API”) (as defined below), you agree to the terms and conditions set forth herein and in the Domain Name API Privacy Policy. You may access the referenced terms and conditions through the provided link. Domain Name API may amend this Agreement at any time by posting the revised terms on its website, and all new, different, or additional features of the services provided by Domain Name API that cause changes to this Agreement will automatically be subject to the terms of this Agreement.

If you do not agree to these terms and conditions, or any future changes to this Agreement, please do not use Domain Name API’s services and do not access the services. Continuing to use the services and website after a change has been made to the Agreement will indicate your acceptance of those changes.

This Agreement is entered into between you and Domain Name API, including your heirs, agents, representatives, and contractors (“You”), and becomes effective upon electronic acceptance. This Agreement constitutes the entire contract between you and Domain Name API regarding the use of Domain Name API’s services. By using Domain Name API’s services, you acknowledge that you have read and understood all terms and conditions and agree that they are binding upon you. This Agreement is also binding on:

- i. You acting on your own behalf,
- ii. Any third party acting on your behalf, and
- iii. Anyone using your Domain Name API account, whether or not they are acting with your authorization.

You also accept that any statements made by third parties using the Domain Name API services or making purchases on your behalf are binding upon you. Furthermore, you acknowledge that any general statements on the Domain Name API website or promotional materials do not constitute binding commitments by Domain Name API. You agree to comply with the terms and conditions published by the Internet Corporation for Assigned Names and Numbers (“ICANN”), including the Uniform Dispute Resolution Policy (“UDRP”) and the domain name registrar – the ICANN-approved individual or entity with whom you have registered your domain name.

1. Description of Domain Name API’s Private Registration Service

When you subscribe to Domain Name API’s private registration service through our partner domain registrar, Domain Name API will display its own contact information in the public “Whois” directory instead of your personal details. In accordance with Section 4 of this Agreement, Domain Name API will keep your name, postal address, email address, and phone and fax numbers confidential. The following information (excluding your personal details) may be made publicly available in the “Whois” directory as per ICANN policy:

- i. The domain name, and the contact information for the proxy email address as the proxy domain name holder, including the phone number and postal address of the proxy domain holder,



- ii. The proxy email address and phone number for the technical contact of the domain registration,
- iii. The proxy email address, postal address, and phone number for the administrative contact of the domain registration,
- iv. The proxy email address, postal address, and phone number for the billing contact of the domain registration,
- v. The primary and secondary name servers for the domain,
- vi. The domain's creation and expiration dates,
- vii. The identity of the domain registrar.

2. Full Enjoyment of Your Domain Registration

Although Domain Name API will display its contact information as the domain registrar in the "Whois" directory for each domain registration, you continue to retain the rights associated with each domain registration in accordance with Section 4:

- i. The right to sell, transfer, or assign the domain registration to a third party,
- ii. The right to control the use of the domain registration, including specifying primary and secondary name servers for each domain,
- iii. The right to cancel the registration details for each domain,
- iv. The right to cancel any Domain Name API services associated with the domain registration and/or confidential services if your contact details are listed in the "Whois" directory,
- v. The right to renew the domain registration in accordance with the applicable rules and policies of the domain registrar upon expiration.

2

3. Your Personal Information, Notification Obligations, Representations, and Warranties; Account Security

3.1. Personal Information and Notification Obligations

By using Domain Name API services, you agree to provide accurate and up-to-date information for each domain registration you have:

- i. Your name, email address, postal address, phone and fax numbers for the domain's registrant contact,
- ii. The email address, postal address, phone and fax numbers for the technical contact of the domain,
- iii. The email address, postal address, phone and fax numbers for the administrative contact of the domain,
- iv. The email address, postal address, phone and fax numbers for the billing contact of the domain; and upon request, you will provide a government-issued photo ID and/or corporate identity document for identity verification.

You also agree:

- i. To notify Domain Name API of any changes to your personal information within three (3) calendar days,
- ii. To respond within three (3) calendar days to any written or electronic requests from Domain Name API to verify the validity of the personal information you have provided,



- iii. To respond in a timely manner to email notifications sent by Domain Name API regarding your domain registration and/or services,
- iv. To allow Domain Name API to act as your “designated agent” in facilitating changes to your domain registration details when domain services are added or removed from your domain.

You acknowledge that due to ICANN requirements or country-specific restrictions, proxy or confidential Whois usage may be restricted or completely prohibited for certain TLDs, and in such cases, your information may be made public in the Whois directory and Domain Name API has no control over this.

You are solely responsible for ensuring that your personal information is always accurate and up-to-date.

3.2. Renewals

You agree that Domain Name API may collect the applicable domain registration fee from your registered credit card or other payment method. If, for any reason, Domain Name API and/or the domain registrar cannot collect the full payment for the services provided, or if previously collected fees are reversed, Domain Name API and/or the domain registrar may take all necessary legal actions to collect the payment, including immediate cancellation of the services provided, without further notification to you.

3.3. Representations and Warranties

You represent and warrant that all information provided to Domain Name API is accurate, complete, up-to-date, and reliable. You also guarantee that you are using Domain Name API's private registration service in good faith, and you are not aware of any infringement of third-party legal rights, trademarks, or trade names regarding your domain. You further guarantee that the domain registered by Domain Name API on your behalf will not be used for illegal activities, to send spam, or to host any malicious code, virus, worm, Trojan horse, or similar programs that may damage or disrupt systems or functionality.

3

3.4. Account Security

You are fully responsible for maintaining the confidentiality of your customer number/login credentials and password (“account access details”). You agree to promptly notify Domain Name API of any unauthorized use of your account or any security breaches. Domain Name API is not responsible for any losses resulting from the use of your account access details, whether authorized or unauthorized. You are also responsible for any losses incurred by Domain Name API or third parties due to the use of your account by unauthorized persons.

3.5. Assigned Agent and Domain Ownership Change Information

The term “designated agent” refers to the individual or legal entity explicitly authorized by the previous or new domain owner to approve domain ownership changes on their behalf. You authorize Domain Name API to act as your “designated agent” in facilitating any domain ownership changes in compliance with ICANN's domain ownership change policies.



4. Domain Name API's Rights to Refuse, Suspend, Terminate Services and Disclose Personal Information

Domain Name API reserves the right, at its sole discretion and without any liability to you, to:

- i. Cancel privacy services (making your information visible in the "Whois" directory) and disclose the personal information you provided to Domain Name API when legally required or believed necessary for public safety,
- ii. Respond to legal demands or comply with ICANN rules, policies, or procedures,
- iii. Resolve third-party claims arising from the use of the domain registered by Domain Name API,
- iv. Take necessary actions as Domain Name API deems appropriate to comply with laws, regulations, court orders, subpoenas, or requests from law enforcement.

5. Communication

5.1. Delivery of Correspondence

By agreeing to have Domain Name API's name, postal address, and phone number listed in the "Whois" directory, you acknowledge that Domain Name API may receive correspondence sent to your domain and, as appropriate, forward it to you.

5.2. Email Delivery

Domain Name API may apply one of the following methods to forward emails directed to your domain:

- i. Forward all messages,
- ii. Filter messages through spam and forward only those that pass,
- iii. Do not forward any messages.

4

5.3. Communication Notification and Response Obligations

You agree to promptly respond to legal notifications or important communications from Domain Name API regarding your domain registration.

6. Limitation of Liability

Under no circumstances will Domain Name API be held responsible for any direct, indirect, incidental, punitive, special, or consequential damages arising from this Agreement or the use of Domain Name API's services or website.

