

Domain Registration Agreement

1. Parties and Contact Information

This Domain Registration Agreement ("Agreement") is entered into between:

Domain Name API – www.domainnameapi.com

Atakonline Domain Hosting Internet and Information Technologies LTD

Address: Özker Özgür Caddesi, No:1 Hamitköy, Lefkoşa, K.K.T.C.

Abuse Email: domain@apiname.com

Phone: +90 262 325 07 76

("Domain Name API", "Company", "we", "us", "our")

and the individual or entity purchasing domain registration, transfer, renewal, and related services through Domain Name API

("you", "your", "user", "customer").

This Agreement becomes effective when you electronically agree to it.

2. Overview

2.1. This Agreement governs your use of Domain Name API's domain registration services. The terms "we," "us," and "our" refer to Domain Name API, and "you," "your," "user," "customer" refer to the individual or entity accepting this Agreement.

2.2. Unless explicitly stated otherwise, no provision of this Agreement shall be construed as granting any third-party rights or benefits; however, the registry operators specified in the relevant sections may be considered "third-party beneficiaries."

2.3. By agreeing to this Agreement, you acknowledge that:

a) Domain Name API may modify or amend this Agreement and any policies referenced herein at its discretion; such changes will become effective immediately upon posting on the site.

b) Your continued use of the site or services after changes are posted constitutes your acceptance of the most recent version of this Agreement.

c) If you do not agree to the most recent version of this Agreement, you should refrain from using the site and services.

2.4. Domain Name API may notify you of changes to the Agreement via email, but is not responsible for notification issues resulting from outdated contact information, especially your email address.

2.5. Domain Name API offers domain services through an accredited registrar and/or relevant top-level domain (TLD/ccTLD) registry operators as per its contracts. By using these services, you also agree to comply with the terms and conditions of these registry operators.

2.6. The term "Registrar" refers to the service provider operating and managing domain registration services on behalf of the registry operator for the relevant TLD or ccTLD.

3. General Provisions for All Registrations

3.1. Registration Principles

3.1.1. You agree to comply with all applicable registration principles, ICANN policies, the rules of the relevant TLD and ccTLD registry operators, and any applicable laws

when registering a domain.

3.1.2. The registry operator for each TLD under which a domain is registered is considered a third-party beneficiary of this Agreement. Under its registration agreement with Domain Name API, the registry operator may act directly based on the third-party beneficiary rights outlined in this Agreement.

3.1.3. The third-party beneficiary rights of the registry operator will not be affected by the termination or cancellation of this Agreement.

3.2. Registration Requirements

3.2.1. For any TLD or ccTLD, there may be requirements such as residency, local representative obligations, DNS validation, document submission, or other eligibility criteria. By applying for, registering, or renewing a domain, you:

- a) Represent that all information you provide and any required documents are accurate, complete, and non-misleading, and that the application is made in good faith.
- b) Agree to meet all eligibility criteria set forth by the relevant TLD during the domain registration period.
- c) Represent that you have not been rejected by another registrar for the same eligibility criteria.
- d) Acknowledge that third parties may challenge your rights to the domain through legal proceedings, UDRP, etc., even if the domain is accepted.
- e) Accept that if the information you provide is incorrect, incomplete, or misleading, the domain registration may be canceled.

3.3. Misleading Content, Trademark Infringement, and Impersonation Sites

3.3.1. It is prohibited to host any content under registered domains that:

- Imitates third parties or entities,
- Violates trademarks, trade names, or service marks,
- Is misleading, counterfeit, or fraudulent.

3.3.2. In such cases, Domain Name API reserves the right to suspend the domain, park/hold DNS records, and report to authorities when necessary.

3.4. Ownership

3.4.1. You acknowledge that domain registration does not grant ownership rights to you, the registrar, or any other party, but only provides the right to use the domain for a specified period.

3.4.2. You may not assign, pledge, or transfer ownership of the domain registration itself as security or claim ownership. Rights to the domain are subject to the policies of the relevant TLD registry operator.

3.5. ICANN Requirements

3.5.1. You agree to comply with all applicable ICANN policies, procedures, standards, and obligations under the registrar's agreement with ICANN.

3.5.2. ICANN policies may change over time; updated policies will be published on ICANN's website and will be binding on you as long as you continue to use the services.

3.6. Indemnification of Registry Operator and Registrar

3.6.1. You agree to indemnify, defend, and hold harmless the registry operator, registrar, and



their affiliates, contractors, employees, agents, and insurers from any claims, damages, liabilities, costs, expenses, or obligations arising from:

- Your domain registration, use, renewal, deletion, transfer, or violation of this Agreement or the registry's policies.
- 3.6.2. You agree that disputes requiring indemnification cannot be settled without the written approval of the registry operator or registrar. This indemnification obligation survives the termination of this Agreement.
- 3.6.3. Under no circumstances shall the registry operator or registrar be liable for indirect, special, consequential, or punitive damages, including loss of profits, reputation, data, or business, arising from domain registration or use.

3.7. Audited TLDs

3.7.1. For audited TLD extensions, you must comply with all applicable laws regarding privacy, data collection, consumer protection, fair credit, debt collection, data disclosure, and financial reporting.

3.7.2. Examples of audited TLDs: .games, .school, .eco, .health, .finance, .law, .insurance, .doctor, .university, etc. The list may change over time.

3.8. Highly Audited TLDs

3.8.1. In addition to general auditing requirements, for highly audited TLDs, you must:

- Provide up-to-date administrator contact information for complaint and abuse reporting,
- Declare that you have the necessary licenses or authorizations to participate in the industry,
- Report significant changes in your license or authorization.

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3.9. Special Security TLDs

3.9.1. For special security TLDs (e.g., .army, .navy), domain owners must take reasonable precautions to ensure their domain does not create the impression of being officially associated with any country's military forces.

3.10. Variable and Non-Uniform Pricing

3.10.1. Certain domains may be subject to "premium" or special pricing as per the registry operator's policies. Registration and renewal fees may vary.

3.11. WHOIS Privacy or Proxy Restrictions

3.11.1. In some countries, regions, or TLDs, the use of WHOIS privacy or proxy services may be prohibited or restricted. In such cases, you must provide valid, accurate, and complete contact information when registering domains.

4. Registration and Payments

4.1. By ordering services on the site, you agree to pay for domain registration, renewal, transfer, and additional service fees.

4.2. Domain Name API reserves the right to change its fees and prices at any time. Such changes will apply to new transactions once posted on the site. There will be no retrospective price difference applied to existing registrations.

4.3. The applicable prices for renewing services on a monthly or yearly basis will be the current prices displayed on the panel at the time of renewal. 4.4. You can find the current fees



for services provided under this Agreement at: <https://www.domainnameapi.com/domain-prices>

5. Domain Renewal Terms

5.1. All renewals are subject to the current version of this Agreement. By renewing a domain name, you agree to be bound by the updated version of this Agreement.

5.2. Domain renewal fees are non-refundable.

5.3. If, for any reason, payment cannot be collected from your registered payment method and you fail to respond to our notifications, your domain may expire and become inactive.

5.4. For certain ccTLDs (.br, .ca, .cn, .net.cn, .eu, .fm, .jp, .nz, .co.nz, .net.nz, .org.nz, .tw, .com.tw, .org.tw, .idv.tw, .uk, .vg, .am, .at, .be, .biz.pl, .ch, .cl, .cm, .co, .co.at, .com.au, .com.br, .com.cm, .com.cn, .com.co, .com.ec, .com.es, .com.gr, .com.gy, .com.hk, .com.ht, .com.mg, .com.mk, .com.ms, .com.mu, .com.my, .com.pe, .com.ph, .com.pl, .com.pt, .com.ro, .com.ru, .com.sb, .com.sg, .cx, .de, .dk, .ec, .es, .fi, .fr, .gr, .gs, .gy, .hk, .hn, .ht, .is, .it, .li, .lt, .lu, .lv, .mg, .mk, .ms, .mu, .my, .net.co, .net.ru, .nf, .nl, .no, .nu, .org.cn, .org.ru, .pe, .ph, .pl, .pm, .re, .ru, .se, .sg, .tc, .tf, .tk, .tl, .tm, .to, etc.), renewal may be required **3 to 44 days before** the expiry date. Grace periods, redemption periods, and similar post-expiration rights vary by extension. You must review these periods in the domain details and in your panel.

5.5. Domain Name API cannot be held responsible for domains that are cancelled or not renewed within the required renewal periods. If a domain is not renewed on time, additional fees or redemption charges may apply.

5.6. If you have purchased privacy, protected registration, or similar add-on services together with your domain, these services may also renew automatically along with the domain unless you cancel them in advance, and additional renewal fees may apply.

5.7. If you do not renew your domain within the specified period, Domain Name API may, at its sole discretion, renew the domain on your behalf and provide a temporary "renewal grace/unauthorized usage period." During this period, you may recover the domain by paying the renewal fee. The duration of this period varies depending on the TLD.

5.8. If no payment is made during this period, the domain will be suspended and marked for deletion. Some extensions offer an additional **redemption period**, during which the domain may be restored by paying the registry-determined redemption fee and the renewal fee. After the redemption period ends, the domain will be released to the general public on a first-come, first-served basis.

5.9. Renewal periods and fees differ for each TLD/ccTLD. In case of conflict, the specific policies of the relevant TLD prevail.

Free Product Terms

6.1. If a free product is provided with a domain registration, such products may only be used together with an active domain registration, and may be automatically terminated if the domain is deleted or cancelled.

6.2. For free domains, you agree not to change the associated account for the first 5 days following registration.

6.3. In paid + free bundle promotions, if the paid domain registration fails, Domain Name API may, at its sole discretion, delete the free domain or offset the cost of the free product against the paid item.

Term of Agreement, Transfers, and Domain Trial Prohibition

7.1. This Agreement remains in effect as long as you have a domain registered with Domain Name API.

7.2. You agree not to transfer your domain to another registrar for **60 days** from the initial registration date (subject to the ICANN Transfer Policy and applicable TLD rules). A transfer lock may also apply for the first 10 days following an internal account change.

7.3. “Domain tasting” — registering a domain, using it for a few days, and cancelling it for a full refund — is prohibited. For gTLD domains deleted within the first 3 days, a refund will be issued with a \$1 deduction.

Domain Name API reserves the right to:

- charge a small processing fee, or
- fully deny cancellation/refund requests.

This 3-day refund does not apply to premium domains.

7.4. Explicit Consent for Domain Transfer and Conditions Under Which Transfer May Be Restricted

7.4.1. The explicit and verifiable consent of the registered domain name holder is mandatory for processing a transfer request to another registrar or person.

7.4.2. Domain transfers may be blocked or refused by the registrar under the following circumstances:

- 60 days have not passed since initial registration,
- the domain is subject to a legal dispute or court order,
- a violation of ICANN or registry policies is detected,
- reasonable suspicion exists that the transfer request is fraudulent or unauthorized,
- the domain is subject to a payment dispute or enforcement action.

7.4.3. The registrant acknowledges and accepts that transfer requests may be denied when any of the above conditions apply.

Accuracy of Information and WHOIS

8.1. You must notify Domain Name API of any changes to your registration information within 5 business days and update the information through your panel. Failure to provide accurate, current information constitutes a material breach of this Agreement and may result in suspension or cancellation of your domain.

8.2. Failure to respond within 5 business days to verification requests made by Domain Name API regarding the accuracy of your information also constitutes a breach.

8.3. You acknowledge that the following contact information is required for each domain:

- Registrant name, postal address, email address, telephone number,
- Technical, administrative, and billing contact information,
- When required, a registered electronic address (KEP), etc.

8.4. Registration data may be shared with the registry operator and may be published in WHOIS/RDAP directories in accordance with ICANN and TLD policies. Some ccTLDs may apply local rules that affect WHOIS visibility.

8.5. Domain Name API and the registry operator take reasonable technical and administrative measures to protect your data from loss or misuse; however, mandatory



publication of data under WHOIS/RDAP is governed by policy and law and may be outside the company's control.

Domain Disputes

9.1. For disputes arising from domains registered through Domain Name API, ICANN's UDRP/URS policies, relevant ccTLD dispute resolution mechanisms, and applicable local laws shall apply.

9.2. Detailed information on domain dispute procedures is available at:

<https://www.icann.org/en/contracted-parties/consensus-policies/uniform-domain-name-dispute-resolution-policy/uniform-domain-name-dispute-resolution-policy-01-01-2020-en>

Your Obligations, Suspension of Services, and Breach

10.1. You represent that your domain registration and use will not infringe the legal rights of third parties (including trademark, copyright, and personality rights) and that you will comply with all applicable laws.

10.2. In particular, you must comply with:

- privacy, data collection, consumer protection, fair lending, debt collection, disclosure, and financial reporting laws,
- applicable security measures when processing health or financial data,
- sector-specific licenses, permits, and authorizations required for certain TLDs.

10.3. Domain Name API and the registry operator are entitled to indemnification for any claim, damage, liability, cost, or expense (including reasonable attorney fees) arising from your domain registration or use.

10.4. If there is a court order or strong evidence that the user is engaged in fraud, identity theft, trademark infringement, or illegal activity, Domain Name API may suspend or disable the domain, with or without prior notice.

10.5. Domain Name API and the registry operator may reject, cancel, transfer, lock, or suspend any domain name to:

- ensure compliance with generally accepted Internet standards,
- correct registration errors,
- address non-payment of fees,
- preserve system stability and integrity,
- comply with court orders or legal/administrative requests,
- comply with ICANN and registry policies,
- avoid criminal or civil liability,
- remedy violations of this Agreement,
- implement procedures required by dispute-resolution processes.

10.6. If you fail to remedy a violation within 5 days of receiving notice, Domain Name API may suspend services or cancel your domains. No refunds will be issued in case of termination for cause.

Service Limitations and Right to Refuse Service



11.1. If you use Domain Name API DNS servers, you must ensure that your domain does not generate abusive traffic (spam, DDoS, excessive load, malicious traffic). Domains causing instability may be disabled from DNS.

11.2. Domain Name API may, at its sole discretion, refuse any domain registration or delete a domain within the first 30 days after registration. In such cases, the registration fee may be refunded; however, no refund may be issued for domains related to spam, gambling, obscene content, or illegal activities.

Domain Proxy Service

12.1. For detailed information and separate terms governing the domain proxy (WHOIS privacy) service, see:

<https://www.domainnameapi.com/legal>

12.2. In the event of a conflict between this Agreement and the proxy service agreement, the proxy-specific terms shall prevail.

Special Terms for Specific TLDs

13.1. .travel Registration Requirements

To register a .travel domain, the registrant must operate in the travel industry or intend to provide travel-related products or services.

13.2. .reise Registration Requirements

.reise domains must be used for travel-related purposes (website, application, etc.) within 6 months of initial registration.

13.3. .sexy Registration Requirements

Content unsuitable for minors may not be placed in the main or top-level directory of a .sexy domain. Subdirectory content must comply with local laws.

13.4. Country-Code Top-Level Domains (ccTLDs)

For each ccTLD you apply for, you agree to comply with the relevant country's:

- eligibility requirements (residency, local presence, local trademark, etc.),
- registration rules, policies, and agreements.

This may include indemnifying the ccTLD operator and accepting jurisdiction under that country's laws.

13.5. .au Registration Requirements

.au, .com.au, .net.au, .org.au and related extensions are governed by auDA policies.

All mandatory auDA policies form part of this Agreement.

auDA may cancel a .au domain in certain cases, and Domain Name API must comply with such decisions.

13.6. .ca Registration Requirements

.ca domains are governed by CIRA (Canadian Internet Registration Authority) policies.

You must agree to the CIRA Registrant Agreement to register a .ca domain.

If the CIRA/registrar relationship ends, you may be required to transfer your domain to

another CIRA-certified registrar.

Technical restrictions such as ASCII/IDN variant bundling may apply.

13.7. .cn Registration Requirements

.cn domains require real-name verification and additional checks in accordance with Chinese regulations.

Failure to submit required identity/company documents may result in the domain not being activated or being deleted.

In some cases, if a registration is rejected by Chinese authorities, a partial refund may be possible; however, no refunds are available after 5 days from registration.

13.8. .jp Registration Requirements

A valid residential or business address in Japan is required to register .jp domains.

Certain geographic or special names are reserved and may only be registered by authorized entities.

13.9. .uk Registration Requirements

Special terms for .uk domains and Nominet policies apply:

<https://www.domainnameapi.com/legal>

Effective Date

14.1. This Agreement becomes effective on the date it is electronically accepted on the Domain Name API panel or website.

14.2. The most current version published on www.domainnameapi.com shall apply. Earlier versions are provided for reference only; only the latest updated version is legally binding.

