

Domain Sale Direct Transfer and Technical Services Agreement

1. Parties and Scope

1.1. This Domain Sale Direct Transfer and Technical Services Agreement (the "Agreement") is 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 the User who initiates or receives a transfer, and takes effect on the date of electronic acceptance. The Transferor and the Transferee each give their own instructions and approvals separately.

1.2. This Agreement sets out the technical terms for internal account transfers, changes of registrant and inter-registrar transfers of a Domain registered with Domain Name API, whether following a direct agreement between a Buyer and a Seller or for any other reason. It does not replace the sale contract between the parties and does not grant Domain Name API any authority to sell, collect payment or act as a commercial representative.

1.3. The Domain Marketplace Terms of Use, the Domain Name API User Agreement and the Domain registration terms apply alongside this Agreement. For transfers carried out under the Brokerage Service, the Domain Broker Service Agreement takes precedence.

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.
- **Transferor:** The registrant and account holder of the Domain at Domain Name API.
- **Transferee:** The person who is to receive the Domain.
- **Internal Account Transfer:** The administrative move of a Domain within Domain Name API from the Transferor's account to the Transferee's account. On its own, it is not a change of registrant.
- **Change of Registrant:** The transfer of the Domain's registrant details and registration right to the Transferee, subject to the required verifications.
- **Inter-Registrar Transfer:** The move of a Domain to another registrar using a transfer code (EPP/Auth code). On its own, it does not mean that the purchase price has been paid or that the registration right has passed to another person.

- **Transfer Instruction:** A request made by the Transferor through the customer panel or another secure channel accepted by Domain Name API, and confirmed through identity verification.

3. Role of Domain Name API

3.1. Under this Agreement, Domain Name API acts solely as the registrar that technically carries out the parties' instructions.

3.2. Unless the Brokerage Service has been chosen, Domain Name API:

- is not a party to the sale or any other legal transaction on which the transfer is based;
- does not negotiate, and does not collect, hold in escrow or pay the purchase price to the Transferor;
- does not check whether payment has been made and does not make the transfer conditional on payment;
- is under no obligation to examine the parties' identity, authority or statements beyond account verification, without prejudice to the verifications it must carry out as a registrar under applicable law and ICANN and registry rules.

3.3. If either party submits a payment receipt or payment confirmation to Domain Name API, this does not mean that Domain Name API has verified the payment or assumed any responsibility for it. Technical service fees and the purchase price are entirely separate.

3.4. **Important:** Once a transfer is complete, Domain Name API will not reverse it on the grounds of a payment or any other dispute between the parties (see Article 9). Parties who want payment protection should choose the Brokerage Service before the transfer.

4. Instructions and Authorisation

4.1. The requested transaction or series of transactions (Internal Account Transfer, Change of Registrant, Inter-Registrar Transfer) is specified in the order or request record. The request states the Domain, the Transferee's account and new registrant details, and any applicable fee.

4.2. Only the Transferor may give a Transfer Instruction. Internal Account Transfers and Changes of Registrant are completed once the Transferee confirms acceptance from its own account.

4.3. Access to an account is not, on its own, proof of authority to transfer. Domain Name API may require any verification it considers necessary, such as the account password, two-factor authentication, email confirmation, identification or proof of authority to

represent a company. If the instruction does not match the account or registrant details, the transaction will be held until verification is complete.

4.4. An instruction given using the correct account credentials is deemed to be the Transferor's instruction. Each User is responsible for safeguarding its account password, one-time codes and transfer code. In an Inter-Registrar Transfer, the transfer code is provided only to the Transferor, who is responsible for passing it on to the Transferee.

4.5. A User may request cancellation through the authorised channel before Domain Name API has carried out the requested transaction.

5. Conditions for Transfer

For a transfer to take place:

- (a) the Domain registration must be active, with sufficient time remaining for the transfer;
- (b) there must be no transfer lock imposed by the registry, the registrar or under the ICANN Transfer Policy; locks applied after a new registration, a previous transfer or a change of registrant may delay the transfer, and Domain Name API does not undertake to lift them;
- (c) the Domain must not be suspended due to a lawsuit, a UDRP/URS proceeding, a court or official decision, or a complaint;
- (d) for Internal Account Transfers and Changes of Registrant, there must be no overdue registration or renewal fees for the Domain; for Inter-Registrar Transfers, only the grounds for denial permitted by the ICANN Transfer Policy and the relevant registry rules apply;
- (e) the Transferee must meet any local presence, documentation, citizenship or other eligibility requirements of the relevant extension (TLD).

6. Completion of Transfer

6.1. A requested technical transaction is complete once it has been applied in the relevant account, registrar or registry records:

- for an Internal Account Transfer: when the Domain appears in the Transferee's account;
- for a Change of Registrant: when the registrant details have been updated in the Transferee's name;

- for an Inter-Registrar Transfer: Domain Name API's code provision service is complete once the transfer code has been provided to the Transferor and the transfer lock has been removed. The Inter-Registrar Transfer itself is complete when the Domain has moved to the gaining registrar in the registry records. Initiating and carrying out the transfer request at the gaining registrar is the responsibility of that registrar and the Transferee.

6.2. In a transfer made as part of a sale, a DNS change, the Seller relinquishing technical control, or a change in the public WHOIS/RDAP display does not, on its own, mean that the transfer is complete. Nor does the Transferee's failure to report a problem, on its own, indicate that the transfer is complete.

6.3. Completion of the technical transaction does not confirm that the purchase price has been paid, that the Seller's statements are accurate, or that any dispute between the parties has been resolved.

6.4. Upon completion of the transfer, management rights over the Domain, the obligation to renew it and responsibility for its use pass to the Transferee. After the transfer, the Transferee checks the registration details and account access and reports any problems without delay.

6.5. Domain Name API will endeavour to carry out the transfer within a reasonable time but does not commit to a fixed completion date. It is not liable for delays caused by the registry, ICANN rules or third parties. Updating DNS, nameserver and hosting settings after the transfer is the Transferee's responsibility.

7. Obligations of the Parties

7.1. The Transferor represents that it is the registrant of the Domain and is authorised to transfer it, that the Domain is not the subject of any legal dispute, that it has disclosed all known transfer obstacles, and that the transfer does not infringe any third-party rights. It keeps the Domain registered until the transfer is complete. Before giving a Transfer Instruction, the Transferor checks for itself whether it has received payment from the other party.

7.2. The Transferee confirms that its account and registrant details are accurate, and agrees to use the Domain lawfully after the transfer and to pay renewal fees. Before making payment, the Transferee checks for itself that the Domain can be transferred, its remaining registration period and renewal cost, and the reliability of the Transferor.

7.3. The purchase price, payment method, tax and invoicing obligations between the parties, and the transfer of anything other than the Domain (such as websites, hosting,

email, content, software, data, trademarks or social media accounts), are solely the parties' responsibility and are not part of this technical service.

8. Right to Suspend or Refuse

Domain Name API may refuse or suspend a Transfer Instruction, or request additional verification, in the following cases:

- false information, missing documents, or a mismatch in identity or authority;
- suspected account compromise, unauthorised access or fraud;
- either party reporting a dispute before the transfer;
- an infringement notice made to domain@apiname.com under Article 9 of the Domain Marketplace Terms of Use;
- a request from a court, public authority, registry or ICANN;
- failure to meet the conditions in Article 5;
- breach of applicable law, sanctions lists or Domain Name API policies.

Domain Name API is not liable for any delay or loss resulting from suspending a transaction in these cases. Domain Name API will not cancel one party's registration right solely at the request of the other party.

9. Requests for Reversal

9.1. Domain Name API will not reverse a completed transfer on the grounds of non-payment, partial payment, a fake payment receipt, a chargeback or any other dispute between the parties.

9.2. A transfer may only be reversed on the basis of:

- a decision of a competent court, arbitral tribunal or public authority;
- a UDRP/URS or relevant registry dispute resolution decision;
- a joint written instruction from the Transferor and the Transferee, with identity verification;
- a finding by Domain Name API that the Transferor's account was compromised through unauthorised access, or that the transaction resulted from a technical error on Domain Name API's part.

9.3. Disputes between the parties are resolved between themselves or through the courts. Domain Name API is not a party, mediator or arbitrator in such disputes; it only shares records requested by competent authorities in accordance with applicable law.



10. Fees

10.1. No sales commission is charged to the Seller, and Domain Name API does not collect the purchase price.

10.2. Fees for Internal Account Transfers, Changes of Registrant, Inter-Registrar Transfers and renewals are set by Domain Name API's current price list (domainnameapi.com), are shown before the transaction and are charged upon approval. How these fees are shared between the parties is for the parties to decide.

10.3. If a transaction cannot be completed, any refund of the fee paid is determined by taking into account how far the transaction has progressed, any registry or third-party costs that were disclosed in advance and actually incurred, and any refund rights under mandatory law. Fees for transactions not carried out for reasons attributable to Domain Name API are refunded. Brokerage Service fees are governed by the Domain Broker Service Agreement.

11. Limitation of Liability

11.1. Domain Name API is not liable for the parties' failure to perform their obligations towards each other, their fraudulent conduct or false statements, non-payment, a Domain infringing third-party rights, or any indirect loss connected with the transfer (including loss of profit, opportunity, reputation or data, and service interruption).

11.2. Domain Name API's total liability under this Agreement is limited to the fee paid to Domain Name API for the transfer concerned.

11.3. These limitations do not exclude Domain Name API's liability for wilful misconduct or gross negligence, or any rights granted by mandatory law; they apply to the fullest extent permitted by mandatory law.

12. Indemnity

The Transferor and the Transferee shall each 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 their own false statements, an unauthorised Transfer Instruction given from their own account, their infringement of third-party rights or their breach of this Agreement, and that may lawfully be attributed to them. Claims arising from Domain Name API's own fault are excluded from this Article. Domain Name API will notify the User concerned of any such claim within a reasonable time.

13. Personal Data

The identity, contact and registrant details required for the transfer are 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), the Domain Name API Privacy Policy and Data Protection Notice (<https://www.domainnameapi.com/legal>) and ICANN and registry rules. This information may be shared with the relevant registries and registrars in order to carry out the transfer.

14. General Provisions

14.1. Amendments: Domain Name API may amend this Agreement with effect 14 days after notice is sent to the User's registered email address and published on the Marketplace. Transfers initiated before the amendment takes effect are governed by the version in force on the date of the instruction.

14.2. Force majeure: Domain Name API is not liable for delays or disruptions caused by events beyond its control that could not have been prevented by reasonable measures, such as natural disasters, epidemics, war, cyberattacks occurring despite reasonable security measures, infrastructure or registry outages caused by third parties, or decisions of public authorities.

14.3. Evidence: Domain Name API's system, log and email records and the transaction history in the customer panel 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.

14.4. 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.

14.5. 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 14 articles and enters into force upon electronic acceptance given during the transfer process.

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