

Domain Transfer Agreement

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Domain Registrar / Service Provider:

Domain Name API – www.domainnameapi.com

Atakonline Domain Hosting Internet and Information Technologies LTD.

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1. Overview

1.1. This Domain Transfer Agreement (“Agreement”) is made between you (“You,” “Your,” “Customer,” “Registrant”), as the domain owner or authorized representative, and Domain Name API (“Domain Name API,” “We,” “Us,” “Our”), as outlined above.

1.2. This Agreement governs the terms and conditions for transferring a registered domain name from its current registrar to Domain Name API or transferring a domain name from Domain Name API to another registrar.

1.3. By electronically accepting this Agreement, you acknowledge that you have read and understood the following documents, which are part of this Agreement:

- Domain Name API Domain Registration Agreement,
- Domain Name API’s published current service terms, privacy policy, DNS abuse / misuse policy,
- ICANN’s Transfer Policy, UDRP, and other relevant policies and regulations, which are periodically updated.

1.4. Domain Name API may unilaterally update this Agreement if changes are required due to modifications in the contracts or policies with ICANN or relevant registry authorities. The updated version becomes effective when published on www.domainnameapi.com. Continuing to use the services means you accept the updated Agreement.

2. Definitions

2.1. Registrant: The individual or entity listed as the domain name owner in the Whois or relevant registration system.

2.2. Registry: The organization that manages the relevant TLD or ccTLD and administers domain name registrations.

2.3. Registrar: A company authorized by ICANN or the relevant local authority to register and manage domain names on behalf of the domain owner. Domain Name API acts as a registrar for the relevant TLDs under this Agreement.



2.4. Transfer: The process of moving a domain name from one registrar to another.

2.5. Transfer Code / TAC (Auth/EPP Code): A unique authorization code that is used by the registrant or authorized person to initiate the domain transfer.

2.6. gTLD: Generic top-level domains managed by ICANN (.com, .net, .org, etc.).

2.7. ccTLD: Country-code top-level domains (.tr, .de, .uk, etc.), which may have specific transfer rules.

3. Pre-Conditions for Domain Transfer

3.1. By submitting a transfer request for a domain, you declare and confirm that you are the current domain owner or an authorized person on behalf of the registrant.

3.2. For gTLD domain names, under ICANN's Transfer Policy:

- If the domain has not been registered for at least 60 days,
- If registrant information has changed within the last 60 days or a transfer lock has been applied,
- If the domain is part of a dispute, court order, or insolvency process, the transfer request may be rejected.

3.3. For most gTLDs, there is a "grace/renewal period" or "redemption" period after the domain's expiration, although these periods and fees vary by extension. It is recommended to initiate the transfer well before the domain's expiration date.

3.4. Some ccTLD extensions (.de, .uk, .tr, etc.) are subject to local authority or registry policies. In these cases:

- Additional documents may be required for the transfer,
- Different time restrictions may apply,
- Internal transfers (such as TAG changes, NIC handle transfers, etc.) may be required.

Domain Name API reserves the right to enforce the relevant registry rules in these cases.

4. Domain Transfer Process to Domain Name API

4.1. The general steps for transferring a domain to Domain Name API are as follows:

- a) Unlock the domain at the current registrar,
- b) Obtain a valid transfer code / TAC (Auth/EPP Code),
- c) Create a transfer request through the Domain Name API panel or API and make the payment according to the applicable time and fee requirements,
- d) If required, approve the transfer via email or another verification method as per ICANN and registry policies,
- e) The current registrar approves the transfer or, after the waiting period defined by

ICANN rules, the transfer is automatically completed.

4.2. Upon successful transfer:

- Domain Name API becomes the new registrar for your domain,
- The domain's registration period is usually extended by 1 year according to the registry policy (premium or special/promotion registrations may be exceptions).

4.3. The transfer process typically completes within a few days, but may take longer due to disputes, technical issues, incorrect information, or incomplete verification.

5. Transfer from Domain Name API to Another Registrar

5.1. If you wish to transfer a domain from Domain Name API to another registrar, you must:

- Unlock the domain in your Domain Name API panel,
- Ensure that the registrant's email address is up-to-date and accessible,
- Request a transfer code / TAC if required.

5.2. Domain Name API commits to not arbitrarily rejecting transfer requests unless:

- Legal obligations, court orders, payment disputes, fraud, identity theft suspicion, serious discrepancies in Whois data, etc.

However, within the limits permitted by ICANN, Domain Name API may temporarily block or reject transfers in the following cases:

- If less than 60 days have passed since the initial registration or previous transfer,
- If there is an ongoing domain dispute (UDRP, URS, etc.),
- If the domain is associated with fraudulent activities, credit card chargebacks, identity theft,
- If the domain is under legal investigation or court order.

6. Reasons Transfer Requests May Be Denied

6.1. Domain Name API may partially or fully reject a domain transfer request in the following cases:

- If less than 60 days have passed since the domain was initially registered,
- If less than 60 days have passed since the domain was transferred to Domain Name API (if the registry or ICANN rules impose this restriction),
- If the domain is locked or in a "clientTransferProhibited" status and the lock has not been removed,

- If there is fraud or serious discrepancies in the registrant details,
- If the domain has expired, is in redemption or deletion process, and the necessary fees have not been paid,
- If mandatory verifications related to a registrant change have not been completed,
- If the domain is blocked or under investigation due to serious DNS abuse, phishing, malware, or legal violations by the authorities.

6.2. A transfer denial does not mean the domain's use will be completely blocked; it simply means that the current transfer request will not be processed in accordance with the relevant policies and regulations.

7. Renewal and Extension Effect

7.1. According to ICANN and registry policies, when gTLD domains are successfully transferred to Domain Name API, the domain's registration period is usually extended by one (1) year. This extension may not apply if the maximum registration period (usually 10 years) has been reached.

7.2. For some ccTLDs:

- No additional time may be granted during the transfer,
- The transfer can only occur during the active period,
- A mandatory renewal condition may apply along with the transfer request. In these cases, the rules specified on the domainnameapi.com pricing and policy pages for the relevant extension will apply.

7.3. Some renewals made by the previous registrar during the "grace" period may be lost after the transfer (especially renewals made immediately after expiration). In this case, Domain Name API has no responsibility or refund obligation for the lost year, depending on your commercial relationship with the previous registrar.

8. Fees and Refund Policy

8.1. The registration, renewal, transfer, and redemption fees for domain transfers may vary depending on the extension and your membership level. You can access the current prices on the pricing page at domainnameapi.com.

8.2. Fees paid during the transfer request are generally non-refundable unless:

- Transfer is technically impossible under ICANN and registry policies,
- Transfer is rejected by the registry for the relevant extension. In cases where a refund is possible, the refund procedures will be applied in accordance with Domain Name API's general refund policy.

8.3. Additional fees for redemption or special recovery processes are non-refundable due to technical procedures and registry costs.

9. Rights and Obligations of the Parties

9.1. Your Obligations as the Registrant:

- Keep your registered email address and contact details up to date in your panel,
- Ensure that you have full legal and technical authority for the domain before initiating the transfer,
- Declare that the domain does not infringe on third-party trademarks, copyrights, personality rights, and is not being used for illegal activities,
- Respond to any information or verification requests from Domain Name API during the transfer process in a timely manner,
- Pay all fees in full and on time.

9.2. Domain Name API's Obligations:

- Process transfer requests in compliance with ICANN and registry policies,
- Provide reasonable information about the approval or rejection of the transfer,
- Provide reasonable support regarding transfers via customer support channels (ticket, email, phone, etc.),
- Process personal data in compliance with Domain Name API's personal data disclosure statement and KVKK.

9.3. Domain Name API is not responsible for any delays caused by interruptions or technical failures from the registry, ICANN, network operators, or third-party service providers during the transfer process.

10. Limitation of Liability

10.1. Except as required by applicable law, Domain Name API shall not be liable for:

- Loss of profits,
- Loss of reputation,
- Loss of data,
- Indirect or consequential damages.

10.2. In any case, Domain Name API's total liability under this Agreement will be limited to the amount paid for the last year of service for the domain being transferred.

11. Effectiveness and Modifications of the Agreement



11.1. This Agreement is effective when you electronically accept it and will remain valid as long as you have a domain registered with Domain Name API, use transfer services, or request transfer authority via the panel/API.

11.2. Domain Name API reserves the right to update this Agreement unilaterally due to changes in ICANN and registry policies or legal obligations. Changes will be effective once published on www.domainnameapi.com.

12. Governing Law and Jurisdiction

12.1. This Agreement is governed by the mandatory laws of the country where Atakonline Domain Hosting Internet and Information Technologies LTD is located, and the courts of that jurisdiction shall have exclusive authority for resolving disputes, except as otherwise required by international regulations.

12.2. For disputes arising from ICANN policies, UDRP, URS, or similar administrative processes, the relevant ICANN rules and procedures shall apply.

13. Headings and Severability

13.1. The headings used in this Agreement are for convenience only and do not affect the interpretation of its terms.

13.2. If any provision of this Agreement is held to be invalid or unenforceable by a competent court, the remaining provisions shall remain valid and enforceable, and the invalid provision will be interpreted in a way that best reflects the parties' intentions.

