

Reseller Agreement

1. Overview

This Reseller Agreement (“Agreement”) is made between Domain Name API services (“Domain Name API,” “we,” “us,” “our”), offered by Atakonline Domain Hosting Internet and Information Technologies LTD, and the individual or legal entity who electronically accepts this Agreement (“Reseller,” “you,” “your”).

This Agreement governs the general terms and conditions under which you resell Domain Name API products and services (“Services”) to your customers using your Domain Name API account.

By electronically accepting this Agreement, you acknowledge that you have read, understood, approved, and agreed to comply with the following:

- This Agreement,
- Domain Name API’s General Service Terms,
- Other agreements and policies referenced herein, which are updated from time to time, including:
 - Domain Name Registration Agreement
 - gTLD Domain Name Registration Operator Policies
 - ccTLD Domain Name Registration Operator Policies
 - Domain Name Additional Services Agreement
 - Domain Proxy Services Agreement
 - DNS Services Agreement
 - SSL Certificate Agreement

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This Agreement does not grant any direct rights to third parties.

2. The Agreement

2.1. Representations and Warranties

By accepting this Agreement, you represent, warrant, and covenant the following:

1. You are fully authorized to sign and electronically accept this Agreement, perform its obligations, and fulfill all terms hereunder,
2. You are at least 18 years old,



3. This Agreement is legally valid, binding, and enforceable on you and does not conflict with any other agreements you are party to,
4. You are not on any list of prohibited persons under the laws of Turkey, the Turkish Republic of Northern Cyprus, the European Union, the United States, or any other applicable country laws,
5. If you are accepting this Agreement on behalf of a company/entity, you are authorized to bind that entity to this Agreement, and the terms "you," "your," "customer," and "reseller" also apply to that entity,
6. If you are acting on behalf of a company/entity, that entity is duly established, authorized, and operational in accordance with the laws of the country where it is incorporated.

2.2. Continuous Usage

By continuing to use the Domain Name API website, API, modules, or Services, you acknowledge that you have read, understood, and will comply with this Agreement and all policies referenced herein, which are updated periodically.

The current and binding version of the Agreement and Policies is the one published on the Domain Name API website.

2.3. Modifications

Domain Name API reserves the right to unilaterally change this Agreement and the referenced Policies. These changes will become effective as soon as they are published on the website.

- Changes will be considered notified to you once published on the website.
 - Continuing to use the Services after changes means you accept the updated Agreement.
- If you do not agree with any changes, your only recourse is to stop using the Services and terminate this Agreement. It is your responsibility to keep the email address associated with your account updated.

3. Reseller's Obligations and Responsibilities

As a Domain Name API reseller, you accept the following obligations and responsibilities:

3.1. License

Domain Name API grants you a revocable, non-exclusive, non-transferable, worldwide, royalty-free license to use Domain Name API's intellectual property solely for the purpose of reselling Domain Name API Services, provided you comply with this Agreement.

During the term of this Agreement and after its termination:



- You shall not claim any rights over Domain Name API's trademarks, logos, or other intellectual property,
- You shall not attempt to register any similar trademarks or marks that could be confused with Domain Name API's trademarks.

3.2. Service Information, Data Collection, and Use

You agree to comply with Domain Name API's "Cookie Policy" (Section 10 of this Agreement) and all relevant Privacy Policies concerning the processing of personal and commercial data related to the Services.

3.3. Reporting Status Changes

You are obliged to notify Domain Name API within a reasonable time if there are any significant changes to your authorization, license, company status, residency, representation authority, or other legal circumstances that may affect your reseller status.

3.4. Restrictions and Right to Refuse Service (Restricted Activities)

The following actions, referred to as "Restricted Activities," are considered severe violations of this Agreement. In such cases, Domain Name API reserves the right, at its sole discretion, to immediately restrict or terminate your account and Services:

- Sending unsolicited bulk email (spam),
- Sending repetitive, high-volume, abusive queries to Domain Name API Services (e.g., WHOIS queries, domain queries, etc.),
- Engaging in activities related to abuse, such as:
 - Distributing malware or operating botnets,
 - Phishing, pharming, counterfeiting, piracy,
 - Fraud, deception, or misleading commercial practices,
- Linking to or directing to illegal or harmful content:
 - Hate speech based on race, ethnicity, religion, or politics, slander, libel,
 - Content that damages someone's honor and reputation, insulting or aggressive content,
 - Child abuse, sexual content involving minors, or other illegal content,
 - Content that infringes the intellectual property rights of others, such as copyrights, trademarks, patents, trade secrets,
 - Promoting illegal goods or services in violation of national or international law,

- Threatening or harassing Domain Name API staff or representatives,
- Impersonating others or committing fraud using fake identities,
- Providing content or services that directly or indirectly promote illegal activities.

3.5. Violation of Restrictions

If any Restricted Activity is performed by you, it constitutes a material breach of this Agreement. Domain Name API, at its sole discretion, may:

- Refuse to provide the relevant Services,
- Suspend or terminate your current Services,
- Lock, suspend, transfer, or delete the relevant domain names.

3.6. Indemnification

You agree to indemnify, defend, and hold Domain Name API, its affiliates, directors, employees, and partners harmless from any damages, claims, costs, and sanctions arising out of your violation of this Agreement or involvement in Restricted Activities.

3.7. Ownership of Services

Being a reseller of the Services does not grant you or your customers any ownership rights over the Services. The legal "Registrant" of domain names is the person or entity listed in the WHOIS records. Reselling services does not imply that Domain Name API guarantees ownership of domain names.

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3.8. Compliance with Third-Party Rules and Policies

Domain Name API must comply with specific policies and rules established in agreements with ICANN, registry operators, and other service providers. As part of this Agreement:

- ICANN policies,
- Relevant gTLD and ccTLD registry operator policies,
- TMCH, DPML, and similar systems rules,
are binding on both you and Domain Name API. You are responsible for understanding and enforcing these policies with your customers.

3.9. Reseller's Own Customer Agreements

As a reseller, you are required to provide your customers with a Customer Agreement (electronic or written) that includes, at a minimum:

- The customer's obligations,
- Pricing structure and renewal processes for the Services,
- How customer data is collected, processed, stored, and shared,



- References to ICANN and relevant registry operator provisions.
Additionally, you agree to publish a Privacy Policy on your website similar to Domain Name API's policy.

3.10. Use of Domain Name API's Marks

You may use Domain Name API's trademarks, logos, and other intellectual property only as explicitly authorized by Domain Name API. Without authorization, Domain Name API's logo or brand cannot be used as if they are your own brand.

3.11. Annual Reseller Compliance Declaration

Domain Name API reserves the right to verify its resellers' compliance annually. You must:

- Respond to the annual reseller compliance emails sent by Domain Name API within the specified time,
- Declare that you are maintaining your reseller status and adhering to this Agreement.
Failure to respond or complete the form may be considered a serious violation and could lead to the suspension or termination of your account.

3.12. Right to Audit

Domain Name API has the right to audit your website and related records to ensure compliance with this Agreement. If necessary, Domain Name API may request documentation. Failure to comply may result in the suspension or termination of your account and related Services.

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4. Domain Reseller Obligations

4.1. Use of ICANN Name, Website, and Logos

Unless you are an ICANN-accredited registrar, you may not use the ICANN logo or the phrase "ICANN-accredited registrar" or present yourself as accredited by ICANN.

4.2. Sponsoring Registrar Disclosure

You agree to clearly indicate to your customers, upon request, that the sponsoring registrar for the domain is Domain Name API's partner registry/Atak Domain (or relevant registry operator).

4.3. ICANN Proxy and Privacy Policies

You agree to comply with ICANN's future proxy and privacy service accreditation programs and specifications. For proxy services you offer, you must either:

- Deposit the actual registrant data with Domain Name API (escrow), or
- Clearly inform your customers that their data is not being held in escrow.

4.4. ICANN Educational Information Link

You agree to provide your customers with a link to ICANN's "Educational Information for



Registrants” page and keep it accessible.

4.5. Registrant Rights and Responsibilities

You must provide your customers with a link to ICANN’s “Registrant Rights and Responsibilities” specification and ensure no actions conflict with these provisions.

