

Domain Name API Terms of Use

1. Overview

This Domain Name API Terms of Use Agreement ("Agreement") is entered into between Domain Name API – www.domainnameapi.com, operated by Atakonline Domain Hosting Internet and Information Technologies LTD, Özker Özgür Caddesi, No:1 Hamitköy, Lefkoşa, K.K.T.C. ("Domain Name API") and you, and becomes effective when you start using this website ("Website"), Domain Name API's application programming interface ("API"), and the integrated third-party modules ("Modules"), or when you electronically accept this Agreement. This binding Agreement sets out the general terms and conditions for your use of the Website, API, Modules, and products and services (individually and collectively "Services") provided through Domain Name API. In this Agreement:

- "We," "us," or "our" refer to Domain Name API,
- "You," "your," "user," "customer," "reseller," or "buyer" refers to the individual or legal entity that accepts this Agreement, has access to an account, or uses the Services.

The term "Party" refers individually to Domain Name API or you, and "Parties" refers collectively to both. Nothing in this Agreement shall be interpreted to create rights or benefits for third parties.

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By navigating this Website, using the Services, or purchasing new Services, you acknowledge that you have read, understood, accepted, and are bound by this Agreement and the following policies and relevant product/service agreements:

- Domain Name Registrant Agreement
- Reseller Agreement
- ccTLD Domain Name Registration Policies
- gTLD Domain Name Registration Policies
- Domain Name Related Services Agreement
- Domain Name Proxy Services Agreement
- DNS Services Agreement
- SSL Certificate Agreement
- Root Servers Agreement
- Privacy Policy



2. This Agreement

2.1. Your Representations

You represent, warrant, and guarantee the following:

- You have full authority and capacity to sign, submit, and perform this Agreement;
- You are at least eighteen (18) years old;
- This Agreement is valid, binding, and enforceable against you, and your obligations under this Agreement do not conflict with any other agreements;
- You are not a person or entity prohibited from purchasing or acquiring the Services under the laws of Turkey, Canada, the European Union, the United States, or other relevant jurisdictions;
- If you are accepting this Agreement on behalf of an organization or company (rather than an individual), you have the legal authority to bind that entity, and in such cases, “you,” “your,” “user,” “customer,” “reseller” shall also apply to the legal entity;
- If acting on behalf of a legal entity, you represent that the entity is duly established, authorized, and in good standing under the laws of its country of incorporation.

2.2. Continued Use

By using the Website, API, Modules, or Services, you represent that you have read, understood, and agreed to the terms of this Agreement and all other agreements or policies that Domain Name API may publish from time to time (“Policies”). The current version of this Agreement and the Policies is available at

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

2.3. Modifications

Domain Name API may, at its sole discretion, modify or revise this Agreement and any Policies at any time. Any such changes will take effect immediately upon posting at <http://www.domainnameapi.com/legal/>. By continuing to use the Website or Services after such changes are posted, you acknowledge and accept the most recent version of the Agreement and Policies.

If you object to any changes, your sole remedy is to stop using the Website and Services and terminate this Agreement in accordance with the termination provisions set forth herein.

It is your responsibility to keep a copy of the current Agreement and Policies and to regularly visit <http://www.domainnameapi.com/legal/> to stay updated with the latest version. Domain Name API is not required to notify you of any changes; however, it is your responsibility to ensure that your contact information on your account is up-to-



date. Domain Name API is not liable if you fail to receive notifications due to incorrect or outdated email addresses.

2.4. Priority of Agreements

Except as expressly stated by a written agreement signed by a Domain Name API representative, the provisions of this Agreement take precedence over any prior or contemporaneous verbal, written, or other communications between you and Domain Name API regarding the Services.

3. Account Responsibilities

3.1. Account Information

You agree and warrant that all information provided when creating an Account with Domain Name API or purchasing new Services is accurate, current, and complete, and that you will maintain the accuracy, currency, and completeness of your Account and Service information.

Violation of this section constitutes a material breach of this Agreement. Domain Name API reserves the right to suspend or terminate your Account at its sole discretion.

3.2. Account Management

Domain Name API reserves the right, at its sole discretion, to deny access (or control) to any Account or Service, cancel, suspend, lock, or modify any Account or Service (including canceling or transferring domain name registrations) for any reason, including but not limited to:

1. Correcting errors in providing or delivering any Service (including domain name registration),
2. Maintaining the integrity and stability of domain name records and correcting errors made by the registry,
3. Assisting in the prevention of fraud and abuse,
4. Complying with court orders, applicable local, regional, national, and international laws, rules, and regulations,
5. Complying with law enforcement requests (including subpoenas),
6. Adhering to any dispute resolution processes,
7. Defending against any legal actions or threats of legal action,
8. Protecting the liability of Domain Name API, its managers, employees, subsidiaries, and affiliates (for example, if you have filed or threatened to file a lawsuit against Domain Name API).

3.3. Account Security

It is your sole responsibility to maintain the security and confidentiality of your account



access information (username/login, password, email addresses, and – if you choose to use enhanced security features – IP addresses).

If you lose or forget your username or password, or if your confidentiality is compromised, you must immediately notify Domain Name API and request new credentials; however, this notification does not relieve you of responsibility for unauthorized use of your username or password.

Domain Name API is only required to provide new credentials, and it may request documentation or notarized identification for verification purposes.

You are fully responsible for all activities conducted through your Account, whether authorized or not. Domain Name API is not liable for any losses resulting from unauthorized use of your Account; however, you may be responsible for losses caused by your Account, whether by authorized or unauthorized parties.

3.4. Account Communications

It is your responsibility to regularly check and verify messages from Domain Name API.

4. General Use and Conduct Rules

Violation of this section constitutes a material breach of this Agreement. You agree and warrant the following:

5. Your use of the Website and Services will comply with this Agreement and all applicable local, regional, national, and international laws, rules, and regulations.
6. You will not use the Website or Services in a manner that Domain Name API, at its sole discretion, may interpret as:
 - Sending unsolicited emails (spam),
 - Sending high-volume, repetitive queries to any Service (e.g., domain availability queries),
 - Engaging in illegal or potentially illegal activities,
 - Promoting or engaging in child pornography or the exploitation of children,
 - Promoting or engaging in terrorism or violence against persons, animals, or property,
 - Promoting or participating in fraud, hacking, or unauthorized access activities,
 - Violating the intellectual property rights of others,
 - Posting content generally considered harmful by the internet community,
 - Violating the privacy or publicity rights of any individual or entity,
 - Interfering with the operation of the Website or Services,



- Distributing viruses, worms, Trojan horses, or other malicious code or files,
 - Creating legal risk for Domain Name API,
 - Using misleading or fraudulent language that harms Domain Name API's reputation.
7. You will not resell or redistribute Domain Name API's technologies for commercial purposes without prior approval ("Reseller"). To become a reseller, you must declare your intention to become one during or after account creation and complete Domain Name API's reseller approval process. Resellers are subject to the terms of the Reseller Agreement.

8. Services

You agree, understand, and acknowledge the following:

5.1. Domain Name API's Role

Domain Name API acts only as an intermediary in the provision, registration, and management of Services, and the submission of an order ("Order") or application for a specific Service ("Application") does not guarantee fulfillment or completion of the Service. Domain Name API is not responsible for Orders or Applications that do not occur for any reason.

5.2. Intermediaries and Other Policies

You consent to your Orders or Applications being submitted by Domain Name API to Service Providers (registrars, registry operators, registries) either directly or through an intermediary. You acknowledge that Services may be managed by international organizations with their own terms and conditions, and you agree to be bound by those terms.

5.3. Partial Fulfillment

You accept partial fulfillment of Services if only a portion can be provided.

5.4. Order Verification

You will take the necessary care to verify the accuracy of the Order submitted to Domain Name API and will immediately notify Domain Name API of any errors or inconsistencies.

5.5. Service Renewals

Unless notified otherwise, all Services will automatically renew unless Domain Name API receives written notice to the contrary at least three (3) months before the service expiration date.

5.6. Domain Name and Related Services

You agree to comply with:

- Domain Name Registration Agreement,

- ccTLD and gTLD Domain Name Policies,
- Domain Name Related Services Agreement,
- Domain Name Proxy Services Agreement,
- DNS Services Agreement,
- SSL Certificate Agreement,
- Root Servers Agreement.

6. Pricing and Payment

6.1. Prices

The fees for Services are listed in the Pricing Table published on the Website and are subject to change at Domain Name API's discretion. Unless otherwise stated, all amounts are in U.S. Dollars.

6.2. Payment Obligation

You agree to pay the fees for Services in accordance with the Pricing Table and the methods approved by Domain Name API. Non-payment of the fees will constitute a material breach of this Agreement.

6.3. Taxes

All sales taxes, VAT, and other applicable taxes are the responsibility of the customer.

6.4. Account Balance

Domain Name API is not obligated to provide Services without sufficient payment or satisfactory proof of payment.

6.5. Payment Methods

Approved payment methods include bank cards, PayPal, credit cards, or wire transfer. Customers are responsible for any transaction fees or currency conversion losses.

6.6. Invoices

Domain Name API may send monthly invoices for Services, which may be sent electronically in PDF format.

6.7. Chargebacks

If a chargeback occurs, you automatically lose all rights to the related Services. Domain Name API reserves the right to take actions such as transferring the domain name to its portfolio.

6.8. Refund Policy

Prepaid services for unfulfilled services will be credited to your account and refunded upon request, minus transaction fees.



6.9. Records

Domain Name API may maintain records of all Services provided. If there is a discrepancy between Domain Name API's records and those of the customer or third parties, Domain Name API's records will prevail.

