

User Agreement

1. This Domain Name API User Agreement ("Agreement") is entered into between Domain Name API - www.domainnameapi.com, 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 on the date you electronically (or in writing) accept it.

This Agreement sets forth the terms and conditions regarding your use of Domain Name API's domain registration services ("Domain Registration," "Registered Name," "domain registration," or "Services").

In this Agreement, the terms "we," "us," "our" refer to Domain Name API, and the terms "you," "your," "user," "customer," or "reseller" refer to the individual or entity that accepts this Agreement. Unless otherwise specifically stated, this Agreement does not confer any rights or benefits to any third parties.

By accepting this Agreement (electronically, in writing, or by submitting a domain registration application), you acknowledge that you have read, understood, accepted, and are bound by this Agreement and the Domain Name API Service Terms Agreement referenced herein. Additionally, you accept and agree to abide by the policies referenced below and incorporated by reference into this Agreement.

2. This Agreement

2.1. Representations and Warranties

You represent, warrant, and covenant the following:

- You have full authority and capacity to execute, deliver, 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 a party to.
- You are not a person or entity prohibited from purchasing or using the Services under the laws of Northern Cyprus, Turkey, the United Kingdom, Canada, the European Union, the United States, or any other applicable legal system.
- If you are accepting this Agreement on behalf of a legal entity (company, association, etc.), you have the legal authority to bind that entity, and the terms "you," "your," "user," "customer," and "reseller" will also refer to the relevant legal entity.
- If you are accepting this Agreement on behalf of a legal entity, you represent that the entity is properly established, authorized, and in good standing under the laws of the country in which it is formed.

2.2. Continued Use

By using the website, API, modules, or Services, you represent that you have read, understood, and agree to this entire Agreement and any other policies published from time to



time by Domain Name API (collectively, “Policies”). The current version of this Agreement and Policies can always be found 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. These changes will become effective immediately upon publication at <http://www.domainnameapi.com/legal/>. Your continued use of the website or Services after such changes are posted will constitute your acceptance of the modified Agreement and Policies.

If you object to any changes, your sole remedy is to cease using the website and Services and terminate this Agreement in accordance with the termination provisions outlined here.

You are responsible for keeping a copy of the current Agreement and Policies and regularly visiting <http://www.domainnameapi.com/legal/> to stay updated with the latest version. Domain Name API is not obligated to notify you of any changes, and you are responsible for maintaining accurate and up-to-date contact information in your account. Domain Name API will not be liable for any failure to receive notifications due to incorrect or outdated email addresses.

3. Domain Name Owner's Obligations and Responsibilities

As a customer using Domain Name API's domain registration services, you agree, represent, and covenant the following obligations and responsibilities:

3.1. Accuracy of Domain Registration Information

You agree that the following contact information will be provided accurately and truthfully for each domain registration:

- The full name, mailing address, email address, phone number, and fax number (if applicable) of the registered domain name holder (Registrant).
- The contact information for technical, administrative, and billing contacts, if different from the domain name holder, including name, email, address, phone number, and fax (if applicable).
- For .TR domains and other domains requiring documentation, you agree to provide accurate and truthful documents as required.

Failure to provide accurate and truthful information will constitute a material breach of this Agreement and may result in the suspension or cancellation of your domain name.

3.2. Changes to Domain Registration Information

You agree to notify Domain Name API of any changes to the registered name holder's full name, mailing address, email address, phone number, fax number, or the contact details of technical, administrative, or billing contacts within five (5) calendar days.

Failure to maintain accurate and up-to-date information may constitute a material breach of this Agreement and could result in the suspension or cancellation of your domain name. If Domain Name API needs to verify the accuracy of the information you provided, failure to respond within five (5) calendar days may also result in suspension or cancellation of your domain name.



3.3. Collection and Use of Registration Information

You agree to be bound by Section 6 ("Collection, Use, and Privacy of Information") regarding the collection, use, and privacy of your information.

3.4. Notification of Status Changes

You are obligated to immediately notify Domain Name API of any significant changes to your authority, residency status, title, or eligibility to be the registered name holder.

3.5. Restrictions and Right to Refuse Service

You agree to be responsible for all damages resulting from the improper or illegal use of any domain name and for any penalties or sanctions (suspension, deletion, cancellation, etc.) imposed by Domain Name API.

Restricted Activities include:

- Sending unsolicited email (spam),
- Sending high-volume, repetitive, and automated queries to Domain Name API services (such as domain lookup, WHOIS, backorder, etc.),
- Distributing malware, using botnets, phishing, piracy, trademark or copyright infringement, fraud, or other illegal activities,
- Linking to or redirecting to illegal content, including content that promotes hate, discrimination, or harms individuals or entities, or violates privacy or intellectual property rights.

3.6. Breach of Restrictions

You acknowledge that violating restricted activities is a material breach of this Agreement. Domain Name API may, at its sole discretion, and without liability to you, take actions such as:

- Refusing domain registration applications,
- Deleting your domain within thirty (30) days of registration,
- Canceling your domain even after thirty (30) days have passed.

3.7. Indemnification Obligation

You agree to indemnify, defend, and hold harmless Domain Name API from any claims, demands, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising from your breach of this Agreement.

3.8. No Ownership Rights in Domain Names

You acknowledge that the registration, renewal, or use of a domain name does not grant you ownership rights over the domain name. Domain Name API does not guarantee immunity from disputes or challenges to your domain name, including cancellation, suspension, or transfer.

4. Domain Registration, Renewal, and Expiry

4.1. Mediator Role



You acknowledge that Domain Name API acts as an intermediary between you, the relevant registrar, and registry operators in domain registration, renewal, and management processes. Submitting a domain registration order does not guarantee that the domain will be registered or that an existing registration will be maintained.

4.2. Sponsoring Registrar

The sponsoring registrar for Domain Name API is Atak Domain Bilgi Teknolojileri A.Ş. – www.atakdomain.com.

4.3. Country Code Top-Level Domains (ccTLD)

You acknowledge that services related to ccTLD domain names may be permanently suspended or changed without prior notice. You accept the risk that such domains may not work as expected.

4.4. ICANN (Internet Corporation for Assigned Names and Numbers)

Domain Name API operates in connection with ICANN-accredited registrars and is subject to ICANN rules. You agree that Domain Name API may modify this Agreement to comply with ICANN regulations.

5. Domain Name Dispute Resolution

5.1. Domain Name Dispute Policies

You agree to comply with the dispute resolution policies of the relevant ccTLD registry or ICANN, including the Uniform Rapid Suspension System (URS) and Uniform Domain Name Dispute Resolution Policy (UDRP).

5.2. Domain Name Locking, Cancellation, or Transfer

Domain Name API may lock, cancel, or transfer your domain in accordance with UDRP/URS or other dispute resolution policies.

5.3. Jurisdiction

Disputes arising from domain name usage will be subject to the jurisdiction of the courts of your country of residence and the registrar's jurisdiction.

6. Collection, Use, and Privacy of Information

You agree to comply with the registry operator's data collection and privacy policies.

7. Fee Payment

7.1. General Pricing and Payment Terms

You agree to pay all fees in accordance with the terms specified by Domain Name API.

7.2. Payment Security

Domain Name API is not obligated to perform domain registration or renewal operations unless the account has sufficient funds.

7.3. Chargeback and Payment Refunds



In the case of chargebacks or disputed payments, the initial payment will be considered void, and Domain Name API may take actions such as domain cancellation or transfer.

8. Breach of Agreement and Suspension of Services

8.1. Rights to Refuse, Cancel, Transfer, Lock, Modify, and Suspend Services

Domain Name API reserves the right to refuse domain registrations, cancel registrations, transfer domains, or suspend services under specific circumstances.

8.2. Breach of Agreement

Failure to comply with this Agreement constitutes a material breach, and Domain Name API may terminate the Agreement and suspend or cancel services.

8.3. Deposit Refunds

Deposits are non-refundable and can only be used for domain registration, renewal, and transfer.

