

## Data Processing Agreement (DPA / GDPR DPA)

This Data Processing Agreement (“DPA”) is concluded between Atak Domain Bilgi Teknolojileri A.Ş. (“Atak Domain”, “Data Processor”) and the customer benefiting from Atak Domain services (“Customer”, “Data Controller”), and defines the terms and conditions regarding the processing and protection of personal data.

This DPA is an integral part of the Atak Domain General Terms of Service, User Agreement, and Privacy Policy.

### 1. Purpose and Scope

The purpose of this DPA is to:

- ensure that all personal data processed by Atak Domain on behalf of the Customer complies with GDPR, KVKK, and other applicable data protection regulations,
- define the obligations between the data controller and the data processor,
- ensure the security and confidentiality of personal data.

This agreement covers all personal data processed within the scope of domain, hosting, DNS, email, SSL, CDN, API, and all other services provided by Atak Domain.

### 2. Definitions

The terms used in this DPA have the following meanings:

- Personal Data: Any information relating to an identified or identifiable natural person.
- Data Controller: The party determining the purposes and means of processing personal data (Customer).
- Data Processor: The party processing personal data on behalf of the data controller (Atak Domain).
- Processing: Any operation performed on personal data (collection, storage, modification, deletion, etc.).
- Sub-Processor: Third-party service providers used by Atak Domain.
- Data Breach: Any security incident resulting in unauthorized access, disclosure, or loss of data.

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### 3. Roles of the Parties

- The Customer acknowledges that it is the data controller for the processed data.
- Atak Domain acts as the data processor on behalf of the Customer.
- Atak Domain will not process, use, or transfer any personal data outside the Customer’s documented instructions.

### 4. Nature, Purpose, and Categories of Data Processing

Atak Domain may process personal data on behalf of the Customer for the following purposes:

- domain registration, renewal, and transfer operations
- compliance with ICANN, registry operators, and regulatory requirements

- provision of hosting, email, DNS, SSL, and server services
- security, logging, and monitoring activities
- billing and accounting
- customer support services
- operational communication
- account management

Categories of data that may be processed:

- first name, last name
- contact information (phone, email, address)
- IP address, log records
- billing and payment information
- domain whois information
- technical usage data
- support ticket contents

Categories of data subjects:

- Customer
- Reseller users
- End-users
- Authorized persons and employees

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## 5. Obligations of the Data Processor (Atak Domain)

Atak Domain:

### 5.1. Legal Compliance

- complies with GDPR, KVKK, ICANN GDPR guidelines, and all relevant regulations.

### 5.2. Processing According to Instructions

- processes data only in accordance with the Customer's written instructions.

### 5.3. Confidentiality

- ensures that Atak Domain employees and sub-processors are bound by confidentiality obligations.

### 5.4. Technical and Organizational Measures

Atak Domain applies the following security measures:

- TLS/SSL encryption
- physical security at the data center
- firewall and IDS/IPS protection
- 24/7 logging and monitoring
- data backup
- access control (RBAC)

- DDoS protection
- data integrity and availability safeguards

### 5.5. Sub-Processors

Atak Domain may use sub-processors only when necessary for service provision.

Examples include:

- ICANN / registry operators
- global DNS providers
- email infrastructure services
- CDN / security services

Atak Domain enters GDPR-compliant agreements with all sub-processors.

## 6. Obligations of the Data Controller (Customer)

The Customer:

- confirms that it has the legal basis for processing personal data,
- fulfills its obligation to inform data subjects,
- transfers only lawful data to Atak Domain,
- ensures account security.

## 7. Data Transfer (Domestic and International)

### 7.1. ICANN & Registry Requirements

Due to domain registration requirements, data may be transferred to the following entities:

- ICANN
- relevant TLD registry operators
- Whois services (redacted under GDPR)
- UDRP / URS institutions
- short-term verification services

These transfers are legally mandatory.

### 7.2. Transfer to Third Countries

Data may be transferred in accordance with GDPR Article 46 and with additional safeguarding measures.

### 7.3. Transfers Requested by the Customer

The Customer may request data transfer for domain transfer, email/hosting migration, and similar operations.

## 8. Data Breach Notification

Atak Domain:

- notifies the Customer of a data breach within 72 hours,
- explains the scope, impact, and corrective actions,
- cooperates with the Customer to take necessary measures.

## 9. Data Retention and Deletion

Atak Domain:

- retains data only for the duration required by the service,
- deletes or anonymizes data upon Customer request when the service ends,
- retains certain data due to legal obligations (logs, ICANN-required domain data).

Log records are stored for 2 to 5 years as required by law.

## 10. Data Subject Rights

Atak Domain assists the Customer in responding to data subject requests (access, correction, deletion, portability, objection, etc.) but does not process these requests directly.

Data subject requests are the responsibility of the Customer.

## 11. Right to Audit

The Customer:

- may audit Atak Domain's data processing activities with reasonable prior notice.

Audits:

- are limited to the scope of this DPA,
- exclude trade secrets,
- may be performed once per year.

## 12. Duration of the Agreement

This DPA:

- remains effective as long as the Customer uses Atak Domain services,
- may require continued retention of certain data even after the service ends.

## 13. Amendments to the Agreement

Atak Domain reserves the right to update this DPA.

Updates take effect upon publication on the website.

## 14. Effective Date

By using Atak Domain services, the Customer is deemed to have accepted this DPA.