Domain Broker Service Agreement

Parties:

Atak Domain Bilgi Teknolojileri A.Ş. ("Atak Domain", "Service Provider")

and

The customer utilizing the broker service ("Customer").

1. PURPOSE AND SCOPE

This Agreement sets forth the terms and conditions of the **Domain Broker Service** provided by Atak Domain for the purpose of purchasing, exchanging, negotiating, and facilitating communication with third-party domain owners on behalf of the Customer, including conveying offers, conducting price negotiations, and completing all required technical procedures.

Atak Domain acts as a broker for the Customer and may establish a direct or indirect representation relationship between the Customer and the domain owner.

2. DESCRIPTION OF THE SERVICE

Atak Domain provides the following services:

- Contacting the domain owner
- Submitting offers anonymously on behalf of the Customer (anonymous brokerage)
- Price negotiation and mediation
- Managing the purchase process
- Payment and escrow coordination
- Handling transfer and technical procedures
- Full representation of the Customer until the completion of the transaction

However, the final decision always belongs to the Customer.

3. CUSTOMER OBLIGATIONS

The Customer must:

1. Clearly specify the domain name intended for purchase

2. Provide a maximum budget in writing

3. Be bound by offers submitted during the brokerage process

4. Provide accurate contact and personal information

5. Make payment promptly once a price is accepted

4. SERVICE FEE

For domain brokerage services, Atak Domain may charge:

• A fixed service fee, and/or
• A commission (%) calculated on the purchase price

Fees are listed on the Atak Domain website or in the written offer.
Broker service fees are non-refundable.

5. ACCURACY AND WARRANTIES

Atak Domain will make all reasonable efforts to:

• Identify the legitimate domain owner
• Verify the owner's contact information
• Conduct negotiations diligently

However, Atak Domain cannot be held liable in the following cases:

• The domain owner refuses to provide an offer
• The domain is not for sale
• The owner stops responding
• The price is increased excessively
• The domain is sold to a third party

6. ANONYMOUS NEGOTIATION AND REPRESENTATION

If requested by the Customer, Atak Domain will:

• Not disclose the Customer's identity to the domain owner
• Submit offers under its corporate broker identity

Customer anonymity is part of the standard broker service.

7. PAYMENT AND TRANSFER SECURITY

Atak Domain conducts transactions through:

• Atak Domain's payment infrastructure, or
• Trusted third-party escrow services

Atak Domain is not responsible for payments made outside of escrow or approved channels.

8. COMPLETION OF THE TRANSACTION

When a price agreement is reached between the Customer and the seller:

1. The Customer makes the payment

2. The seller provides the transfer (auth) code

3. The domain is transferred to Atak Domain control or an escrow account

4. The domain is delivered to the Customer's account

A sale is not considered final until the transfer is fully completed.

9. CANCELLATION TERMS

Atak Domain may terminate the service under the following conditions:

• Failure to contact the seller
• Customer providing false information
• Customer failing to make payment
• Risk of intellectual property infringement
• Suspicion of illegal intent
• Domain owner withdrawing from the sale

In such cases, the broker fee is non-refundable.

10. LIMITATION OF LIABILITY

Atak Domain cannot be held liable for:

• Failure to purchase the domain
• Increase in the seller's asking price
• The domain being sold to another party
• Unsuccessful negotiations
• Delays occurring during transfer

Atak Domain's total liability is limited to the amount of the service fee paid by the Customer.

11. INTELLECTUAL PROPERTY DISPUTES

If the domain being purchased becomes subject to:

• Trademark infringement
• Copyright infringement
• Personality rights violation
• ICANN UDRP / URS proceedings

all legal responsibility belongs solely to the Customer.
Atak Domain does not conduct legal or trademark analysis of domain names.

12. CONFIDENTIALITY

Both Atak Domain and the Customer agree to keep the following confidential:

- Offers
- Pricing information
- Correspondence with the seller

13. DISPUTE RESOLUTION

For any disputes arising from this Agreement:

- Turkish Law applies
- Kocaeli Courts and Enforcement Offices have jurisdiction

14. EFFECTIVENESS OF THE AGREEMENT

This Agreement is deemed:

- Read
- Understood
- Accepted

once the Customer requests the Domain Broker Service.
Atak Domain reserves the right to update this Agreement.