

Domain Marketplace Agreement

Introduction

This Atak Domain “Domain Marketplace Agreement” (“Agreement”) is entered into between Atak Domain Bilgi Teknolojileri Anonim Şirketi (“Atak Domain”) and the user, and becomes effective on the date you electronically accept it. This Agreement governs the terms and conditions applicable to the use of Atak Domain’s “Domain Marketplace Services” (“Marketplace Service” or “Services”).

By accepting this Agreement, you acknowledge that you have fully read, understood, and agreed to the terms herein, together with the Atak Domain User Agreement. All terms not defined in this Agreement shall have the meanings assigned to them in the Atak Domain User Agreement.

Atak Domain reserves the right to modify this Agreement, provided that reasonable notice (typically at least two weeks) is given. Unless a written objection is submitted, changes become effective on the date they are published on the Atak Domain website (“Site”). Continued use of the Site or Services after publication constitutes acceptance of the updated Agreement. If you do not accept the changes, you must discontinue use of the Site and Services.

Description of the Domain Marketplace Services

Atak Domain provides a trading and auction platform where users can list Domains, with or without associated website content, offer them for sale, and transfer registration rights (“Domains”).

Any purchase and sale agreement for a Domain is established solely between the Buyer and the Seller. Unless otherwise agreed by the parties, Atak Domain is responsible only for collecting fees arising from the Marketplace Service.

Warning:

Before purchasing any Domain, it is your sole responsibility to research whether it infringes third-party rights and to complete all required registrations and payments accurately.

Fees and Costs

Atak Domain does not charge a listing fee; it collects a commission only after a successful sale. All fees are published in the Price List and are valid as of the date of publication.

If the Domain Transfer Agreement cannot be completed for reasons attributable to either party, Atak Domain may choose not to charge a commission to the non-defaulting party; the party responsible for the failure may be charged.

To prevent manipulation and disruption of the Marketplace, Atak Domain reserves the right to charge a “Marketplace Interference Fee” equal to twice (2x) the minimum commission fee to any user who interferes with or manipulates the platform.

Domain Marketplace Usage Conditions

Atak Domain provides a platform where users may list, promote, make offers on, and purchase Domains.

Users select the listing type (“Buy Now”, “Make Offer”, “Auction”) to proceed with transactions. Offers and responses are delivered via the system to the email address associated with the user’s account. Atak Domain does not guarantee the delivery of such communications.

Each TLD has its own registry policies, pricing, and restrictions. Buyers and Sellers are solely responsible for understanding these rules. Atak Domain is not liable for disputes arising from lack of knowledge of TLD-specific rules.

When the Buyer and Seller reach an agreement, all processes are conducted through the Domain Transfer Service provided by Atak Domain at no additional cost.

4.1. Platform Usage Terms

4.1.1. Legal Relationship Between Atak Domain, Buyer, and Seller

Atak Domain does not own the Domains and does not control interactions between users. The Seller is solely responsible for the content of the Domain listing.

Atak Domain shall not be held liable for failure of either party to fulfill obligations or for damages arising from the transaction.

4.1.2. Making an Offer

A binding offer remains valid for 168 hours (7 days), unless stated otherwise.

Before submitting an offer, users must carefully review the listing and conduct all necessary research.

Once an offer is accepted, a binding purchase/sale obligation is formed.

4.1.3. Taxes, Currency, and Exchange Rates

All prices are final and inclusive of taxes.

Parties may choose a currency when placing offers; once an agreement is reached, the price becomes fixed in that currency.

Exchange rate conversions are based on the Central Bank of the Republic of Türkiye (TCMB) rate.

4.1.4. Atak Domain’s Right to Cancel Offers or Auctions

Atak Domain may cancel any Offer or Auction at any time if there is suspicion of intellectual property infringement, a breach of contract, or any other justified reason.

4.1.5. Rejected or Blocked Listings

Atak Domain may, at its sole discretion, reject, remove, or blacklist any Domain listing without prior notice.

4.1.6. Offer Review and Elimination Rights

4.1.6.1. Erroneous Offers

Offers proven to have been made by mistake may be removed.

4.1.6.2. Fraudulent Offers

Atak Domain may delete any fraudulent, manipulated, or suspicious offer and suspend the associated account.

4.1.7. Availability

Atak Domain does not guarantee that the offer submission page will always be accessible. In the event of technical issues, Atak Domain may extend deadlines, reschedule, or cancel processes.

4.1.8. Publication Rights

Atak Domain may publish the sale price and Domain name in anonymized form for reference purposes.

4.1.9. Communication with Users

Atak Domain may communicate with users to facilitate negotiations between Buyers and Sellers.

4.2. Domain Listing Options

Sellers may list Domains using the “Buy Now”, “Make Offer”, or “Auction” formats. If a Domain is sold or the Seller loses registration rights, the listing must be removed immediately.

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4.2.1. Buy Now and Offer Listings

A Seller may set a fixed price using the “Buy Now” option. If no fixed price is set, the listing defaults to “Make Offer”.

Sellers may specify a minimum offer.

Atak Domain may promote these listings on partner platforms.

4.2.2. Buyer and Seller Conditions for All Listing Types

The following conditions apply to all users:

- (a) Users must create an Account with accurate and complete information. WHOIS data must match account information.
- (b) If the Domain is close to expiration, the Seller must renew it. Renewal fees belong to the Seller.
- (c) Each Domain is subject to the rules of its respective Registry. Transferability may be restricted.
- (d) The Seller represents and warrants that:
 - They are the lawful and current registrant of the Domain.
 - The Domain is not subject to any legal dispute.
 - The Domain does not infringe third-party rights.
 - They are fully authorized to complete the sale.

- (e) Domains that violate Atak Domain's acceptable use policies may not be listed.
- (f) The Seller may not submit offers to their own listing or manipulate traffic statistics.
- (g) Interference with or manipulation of the platform is strictly prohibited.
- (h) The messaging system may not be used to bypass Atak Domain fees or negotiate outside the platform.
- (i) The Seller must keep Domain data updated and remove listings immediately upon sale or loss of registration rights.