

Domain Transfer Policy

Domain Name Registrar / Service Provider:

Atak Domain Bilgi Teknolojileri Anonim Şirketi

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1. Overview

1.1. This Domain Transfer Agreement (“Agreement”) is executed between you, as the domain name owner or authorized representative (“You”, “your”, “customer”, “registrant”), and Atak Domain Bilgi Teknolojileri A.Ş. (“Atak Domain”, “we”, “us”, “our”).

1.2. This Agreement sets forth the terms and conditions that apply to the transfer of a registered domain name either to Atak Domain from another registrar or from Atak Domain to another registrar.

1.3. Your electronic acceptance of this Agreement signifies that you have read, understood, and agree to be bound by:

- the Atak Domain Domain Registration Agreement,
- the Atak Domain General Service Terms,
- the Atak Domain Privacy Policy,
- the Atak Domain DNS Abuse Policy,
- ICANN’s Transfer Policy, UDRP, URS, and other applicable ICANN regulations.

1.4. Atak Domain may update this Agreement unilaterally when required due to ICANN or registry policy changes. The updated version becomes effective upon publication.

2. Definitions

2.1. **Registrant:** The individual or entity that owns the domain name.

2.2. **Registry:** The organization responsible for managing the relevant TLD/ccTLD.

2.3. **Registrar:** The ICANN-accredited or locally authorized domain name registrar; within this Agreement, Atak Domain.

2.4. **Transfer:** The process of moving a domain name from one registrar to another.

2.5. **Transfer Code / TAC (Auth/EPP Code):** The authorization code required to initiate a domain transfer.

2.6. **gTLD:** Generic top-level domains (.com, .net, .org, etc.).

2.7. **ccTLD:** Country-code top-level domains (.tr, .de, .uk, etc.).

3. Preconditions for Domain Transfer

3.1. The individual submitting the transfer request represents and warrants that they are the current registrant or are duly authorized by the registrant.

3.2. Pursuant to ICANN's Transfer Policy, transfers may be denied under the following circumstances:

- fewer than 60 days have passed since the domain's initial registration,
- registrant information has been changed within the previous 60 days,
- a transfer lock (Registrar Lock) is active on the domain,
- the domain is subject to legal proceedings, a court order, or UDRP/URS action.

3.3. Some gTLDs allow transfers during the grace period following expiration; however, domains in redemption or pending delete status generally cannot be transferred.

3.4. Certain ccTLDs may require additional documentation, local presence, TAG changes, or special procedures.

4. Transfer of a Domain Name to Atak Domain

4.1. A standard inbound transfer process consists of the following steps:

- a) removal of the transfer lock at the current registrar,
- b) obtaining the transfer code (TAC/EPP),
- c) submitting the transfer request and payment via the Atak Domain control panel,
- d) approving the transfer request via email or other ICANN-approved validation method,
- e) completion of the transfer upon the current registrar's approval or upon expiration of ICANN's waiting period.

4.2. Once the transfer is completed, Atak Domain becomes your new registrar, and for most gTLDs, the domain term is extended by one additional year (premium or promotional exceptions may apply).

4.3. Timelines may vary due to technical delays, insufficient verification, or registry-specific procedures.

5. Transfer from Atak Domain to Another Registrar

5.1. To transfer a domain out of Atak Domain, the following conditions must be met:

- the transfer lock must be removed,
- the transfer code must be obtained,
- WHOIS contact information must be accurate and reachable.

5.2. Atak Domain may deny a transfer request under the following circumstances:

- fewer than 60 days have passed since the initial registration or a previous transfer,
- the domain is subject to UDRP/URS or a court order,
- chargeback, fraud, or payment disputes exist or are suspected,
- WHOIS information is inconsistent or unverifiable,
- the domain is blocked by the registry or relevant authority.

6. Circumstances Under Which a Transfer May Be Denied

6.1. A transfer request may be denied if:

- the domain lock is not disabled,
- the TAC code is incorrect or invalidated,
- WHOIS information is inaccurate, incomplete, or cannot be verified,
- redemption fees remain unpaid,
- the domain is under investigation due to severe abuse (phishing, malware, spam, botnet).

6.2. Denial of transfer does not affect the operational use of the domain; it only prevents the transfer from being completed.

7. Effect on Renewal and Term Extension

7.1. Transferred gTLDs typically receive an additional one-year extension.

7.2. Extension rules for ccTLDs are determined by the respective registry.

7.3. Renewals processed during grace periods may not carry over after transfer. Atak Domain cannot be held responsible for such cases.

8. Fees and Refund Policy

8.1. Transfer fees vary by extension; current prices are available on the Atak Domain pricing page.

8.2. Refunds may be issued only in exceptional cases where the transfer is technically impossible or the registry denies the transfer.

8.3. Redemption, restore, and special recovery fees are non-refundable.

9. Rights and Obligations of the Parties

9.1. Customer Obligations:

- maintaining accurate and up-to-date WHOIS information,
- ensuring legal and technical authority over the domain name,
- refraining from infringing the rights of third parties,
- completing all verification steps requested by Atak Domain,
- paying all applicable fees in a timely manner.

9.2. Atak Domain Obligations:

- evaluating transfer requests in accordance with ICANN rules,
- informing the customer of the transfer process,
- providing technical support,
- processing personal data in accordance with KVKK and the Atak Domain Privacy Policy.

9.3. Disclaimer:

Atak Domain is not responsible for delays or service interruptions caused by the registry, ICANN, or third-party technical providers.

10. Limitation of Liability

10.1. Atak Domain shall not be liable for loss of profit, data loss, reputational harm, or any indirect or consequential damages.

10.2. Atak Domain's maximum liability is limited to the amount paid for the relevant domain name services within the previous one-year period.

11. Term and Amendments

11.1. This Agreement becomes effective upon your electronic acceptance.

11.2. Any updated version becomes effective immediately upon publication.

12. Governing Law and Jurisdiction

12.1. This Agreement is governed by the laws of the Republic of Türkiye.

12.2. Kocaeli Courts and Enforcement Offices have exclusive jurisdiction over disputes.

12.3. ICANN rules apply to UDRP/URS-related proceedings.

13. Headings and Severability

13.1. Section headings are provided for convenience only and shall not affect the interpretation of the provisions.

13.2. The invalidity of any provision shall not affect the remaining provisions of this Agreement.