

Designated Agent Agreement

This **Designated Agent Agreement** ("Agreement") is entered into by and between:

- **Atak Domain Bilgi Teknolojileri A.Ş.** (the "Designated Agent"),
-
..... **[Registrant Name]** (the "Registrant").

1. Definitions

- **Domain Name API:** The registrar providing domain registration services, operating under ICANN's accreditation.
- **Designated Agent:** **Atak Domain Bilgi Teknolojileri A.Ş.**, authorized by the Registrant to initiate, approve, or manage domain-related processes on behalf of the Registrant.
- **Registrant:** The individual or organization who owns the domain name and grants permission to the Designated Agent to act on their behalf.

2. Role and Powers of the Designated Agent

1. Authority to Act:

The Designated Agent is authorized to initiate and approve domain-related operations, such as:

- Domain registration, transfer, and ownership changes.
- WHOIS/RDDS verification processes.
- Modifications to contact information.

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2. Verification of Domain Information:

The Designated Agent has the right to verify the registrant's contact information and take necessary actions to maintain compliance with ICANN regulations.

3. E-mail Notifications:

The Designated Agent is responsible for receiving domain-related e-mails on behalf of the Registrant, including notifications regarding WHOIS verification, transfers, and domain ownership changes.

4. ICANN Compliance:

The Designated Agent must ensure all actions comply with **ICANN's Transfer Policy** and **WHOIS Data Accuracy Specification**.

3. Responsibilities of the Registrant

1. Granting Authority:

The Registrant agrees to provide **Atak Domain Bilgi Teknolojileri A.Ş.** (the "Designated Agent") with the authority to carry out domain-related tasks and approve changes to domain records.

2. **Responsibility for Actions:**

The Registrant is responsible for any actions taken by the Designated Agent. This includes, but is not limited to, approving changes to domain information, initiating transfers, and verifying information with the Registrar.

3. **Communication:**

The Registrant agrees to communicate with the Designated Agent to confirm instructions and provide necessary documentation for any changes.

4. ICANN Compliance and Legal Obligations

1. **ICANN Compliance:**

All actions performed by the Designated Agent on behalf of the Registrant must comply with ICANN regulations, including the **WHOIS Data Accuracy Specification, Transfer Policy**, and other relevant policies.

2. **Legal Responsibility:**

The Registrant assumes all legal responsibility for any actions taken by the Designated Agent and ensures that the Designated Agent is acting in the best interest of the Registrant and in compliance with all applicable laws and regulations.

5. Duration and Termination

1. **Term of Agreement:**

This Agreement shall remain in effect until terminated by the Registrant. The Registrant may terminate the Designated Agent's authority at any time by notifying the Registrar.

2. **Termination by the Registrant:**

The Registrant can terminate the Designated Agent's authority at any time through written notice or via the Registrar's account interface.

3. **Termination by the Registrar:**

The Registrar reserves the right to terminate the Designated Agent's access if the Designated Agent fails to comply with the policies and procedures of Domain Name API.

6. Privacy and Confidentiality

1. **Confidentiality of Information:**

The Designated Agent agrees to maintain the confidentiality of the Registrant's information, including contact details and domain registration information.

2. **Security of Data:**

Both parties will take necessary measures to protect personal and sensitive information from unauthorized access or disclosure, in accordance with ICANN policies and data protection regulations.

7. Dispute Resolution

1. Arbitration:

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the International Chamber of Commerce (ICC), located in the Registrant's jurisdiction.

2. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Registrant's country of residence.

8. Miscellaneous

1. Amendments:

Any amendments to this Agreement must be made in writing and signed by both the Registrant and the Designated Agent.

2. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

Signatures

By signing below, the parties agree to be bound by the terms and conditions of this Designated Agent Agreement.

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Registrant Name:

Registrant Signature:

Date :

Designated Agent (Atak Domain Bilgi Teknolojileri A.Ş.)

Signature :

Date :

