

GENERAL TERMS AND CONDITIONS FOR THE TRUSTEE SERVICE

General terms governing the Trustee service Domain Name API provides to its resellers, for domain names whose registrant is not a resident of the Russian Federation

1. Parties and Contact Information

This Trustee Service Agreement ("Agreement") is entered into between Domain Name API – www.domainnameapi.com, Atakonline Domain Hosting Internet and Information Technologies LTD, Address: Özker Özgür Caddesi, No:1 Hamitköy, Lefkoşa, K.K.T.C., Abuse Email: domain@apiname.com, Phone: +90 262 325 07 76 ("Domain Name API", "Provider", "Company", "we", "us", "our") and the individual or legal entity that benefits from the Trustee Service under the Domain Name API reseller program ("Reseller", "you", "your"). This Agreement takes effect on the date it is accepted electronically.

I. Contractual Object

The Reseller wishes to register, on behalf of its own customers, top-level domain names (e.g. .RU, .SU, .PФ and other extensions subject to ESIA verification) whose registry requires the registrant to be resident in the Russian Federation, where neither the Reseller nor the relevant customer is a resident of the Russian Federation.

Registration of such domain names requires that a representative resident in the Russian Federation be designated and entered with the registry as the registrant. Provider offers the Trustee Service to the Reseller in order to meet this requirement.

Trustee Company Details

The Trustee, who will be entered as registrant of record, is Provider's partner established in the Russian Federation. The Trustee's details are as follows:

- Name: On behalf of Domain Name API, "ENJOY" LLC (ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ "ЭНДЖООЙ") – (OBSHCHESTVO S OGRANICHENNOY OTVETSTVENNOSTYU "ENDZHOY" ("ENJOY" LLC))
- Taxpayer Identification Number (INN): 7725359135
- OGRN: 1177746199300
- KPP: 773001001
- Registered address: 121087 Russian Federation, Moscow, Beregovoy proezd 5, bld. 1, office 314

This document is not a separate agreement between Provider and the Trustee named above; it forms part of these general terms between the Reseller and Provider.

These general terms and conditions determine the rights and obligations of Provider, acting as Trustee, and the Reseller. The Trustee holds only a formal, registry-facing role in relation to the domain name; the Reseller, or as applicable its customer, remains at all times the economic and beneficial owner.

II. Obligations and Rights

1. Reseller's Obligations

- The Reseller guarantees that it is authorized to register and use the domain name and that the registration and intended use of the domain name violate neither the rights of any third parties (including trademark rights, rights to a name, or copyrights) nor any applicable laws or moral and ethical standards. For the purposes of this agreement, pornographic content or extremist/hateful content is in particular assumed to be in violation of said standards.
- The Reseller shall ensure that the domain name will not be used for illegal activities, including spamming or phishing.
- The Reseller undertakes to comply with the terms and rules of the relevant registry.
- The Reseller undertakes to inform Provider in writing or by e-mail of all changes concerning the registration or management of the domain name, in particular any change of domain owner or service provider, as well as any legal threats or actions introduced by third parties.
- The Reseller is obliged to respond to all inquiries of Provider in writing or by e-mail, with receipt due no later than 48 hours after the inquiry. This period may be shortened where a third party sets a shorter time limit or another important reason requires quicker action.
- The Reseller shall keep its contact data up to date and expressly authorizes this data to be shared with Provider.
- The Reseller shall ensure that Provider is no longer registered as registrant upon termination of this agreement. Where Provider remains registered as registrant after termination, Provider may require the Reseller to delete the domain name within the response period (item 1.e); should the Reseller fail to do so, Provider may independently request deletion of the domain name.

2. Provider's Obligations

- Provider undertakes to fulfil all duties arising from its role as registrant in trust. It will comply with the Reseller's instructions, provided such instructions do not conflict with applicable law or the contractual arrangements.
- Provider undertakes to inform the Reseller immediately of matters concerning the registration and use of the domain name, and will make no decision without first contacting the Reseller, unless prior consultation is not possible for factual or legal reasons. Where Provider must decide without awaiting the Reseller's response, it will do so using reasonable discretion and in good faith.

3. Provider's Rights

- Provider is not obliged to check the domain name or its content for compliance with applicable law, including violations of third-party rights or legal provisions. Should Provider become aware of such a violation, it is entitled, without prior notice or consultation with the Reseller, to immediately delete the domain name or terminate its role as Trustee.
- If the Reseller cannot be reached using the contact information provided, or fails to respond to an inquiry within the allotted time, Provider is authorized to make all necessary decisions and take steps — including release of the domain name — in particular in cases involving third-party claims.

4. Procedure for Complaints Regarding Third-Party Rights

If Provider is held liable by a third party to release or delete the domain name, the Reseller must declare in writing, within the response time set out in item 1.e, whether it agrees to the release or wishes to defend the domain name.

- Should the Reseller agree to the release, Provider will declare the deletion of the domain with the registry and inform the complainant. The agreement between the Reseller and Provider is automatically terminated without requiring a separate termination.
- If the Reseller provides no response within the allotted time, Provider is authorized to return the domain name to the management of the relevant registry and relinquish its position as registrant.
- If the Reseller informs Provider that it wishes to defend the domain name, it must, within two days, provide security (in the amount and form reasonably determined by Provider) and, within the period set out in item 1.e, name a lawyer to represent it vis-à-vis the third party. Should the Reseller fail to meet these obligations, Provider is authorized to proceed as set out in item II.4.b.

III. Liability

1. Reseller's Liability

The Reseller shall indemnify Provider against all costs, damages and other disadvantages arising from third parties asserting claims relating to the domain name. This obligation applies regardless of fault and includes Provider's reasonable legal consultation costs. It applies equally to valid and invalid claims, and to judicial and non-judicial claims.

2. Provider's Liability

Provider is liable for damages only in cases of intent or gross negligence on the part of Provider or its vicarious agents. For breach of an essential contractual obligation (cardinal duty) that endangers the purpose of the agreement, liability is limited to the typical damage foreseeable at the time the agreement was concluded, unless the breach was caused with intent or gross negligence.

This limitation does not apply to injury to life, body, and/or health. Liability for indirect damages, in particular lost profits, is limited to breaches of an essential contractual duty (cardinal duty) committed with intent or gross negligence by Provider or its vicarious agents, in a manner endangering the purpose of the agreement.

IV. Term, Termination and Fees

1. Term

This agreement is concluded for an indefinite period. It automatically ends upon discharge of Provider as registrant or deletion of the domain name. It is inseparably linked to the registration of the domain name through Provider's partner.

2. Termination

The Reseller and Provider waive their right of regular termination. This does not affect the right to terminate for an important cause or any other termination event provided for in this agreement. Provider may transfer its rights and obligations under this agreement to another trustee and terminate this agreement, provided this creates no legal disadvantage for the Reseller; the Reseller's consent is not required for such transfer or termination.

3. Fees

The service fee is paid by the Reseller to Provider in advance for each one-year term, in accordance with Provider's applicable price list. If the domain name is deleted or transferred prematurely, the Reseller has no right to a pro-rata refund. Provider may determine and update fees in accordance with prevailing market conditions.

V. Final Provisions

- All amendments to this agreement require the written form. This also applies to any waiver of the written-form requirement. No additional terms have been agreed.
- Assignment of the Reseller's rights under this agreement is excluded.
- The competent court for all disputes arising from this agreement is the court at Provider's place of business, where the Reseller is a merchant, a body corporate under public law, or a party without an address for service in Turkey, who has relocated outside Turkey during the term of this agreement, or who has no domicile in Turkey at the time legal action is initiated.
- This agreement is governed exclusively by the laws of the Republic of Turkey.
- Should any provision of this agreement be or become entirely or partially invalid, the validity of the remaining provisions shall not be affected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest, in an economic and legal sense, to the original intent of the parties.

☐ As Reseller, I have read, understood, and electronically accept these General Terms and Conditions for the Trustee Service.