

## PAGEVAMP WEBSITE CREATOR SERVICE POLICY

Policy to be in force as from October 20th, 2018.

### 1. DEFINITIONS.

The terms defined in this section may be used both in singular and in plural throughout this policy.

The terms stated in capital letters and without a definition in this policy, will have the definition and meaning given to them in Policy of Akky's Domain Names, unless they are defined in any other way, or that definition or meaning has been limited within this document.

All of the headings established in this policy are used exclusively to facilitate its reading, but they will not be taken into consideration for the interpretation of this policy.

#### 1.1. DNS Records

Records that are part of a zone file of the Domain Name.

#### 1.2. Service Status

Status that the service may have throughout its validity and its configuration:

- **Active:** Service does not present any overdue payment and it is possible to make its configuration through the Akky system.
- **Pending Payment:** The service has been contracted and has a registered Payment Order, the service can be configured once the payment is reported by the banking institution to Akky. This status makes it impossible to modify the configuration of the Service, because there is a Registered Payment Order and the corresponding payment for the contract or renewal of the Service has not been reported by the bank institution to Akky
- **Suspended:** The Service has not been renewed within the established period, therefore it is not possible to modify the configuration of the service. If there is a Domain Name related to this Service administered by Akky, the DNS related to the Domain Name will not resolve on the Internet. This state will prevail until it is reported the corresponding payment by the banking institution to Akky.
- **Canceled:** The Service has been canceled by the User from the Akky System.
- **Removed:** The Service has been removed by the Akky System due to the fact that deadlines to make payment passed and the payment was not credited correspondent.

#### 1.3. Facebook Page

A page within the environment of said social network, which contains information available to the public, often related to a business, brand or organization.

#### 1.4. Service.

The Website Creator Pagevamp (PV Site) Service consist of the use of a WEB tool in which users can build a WEB Site from a Facebook Page, of which the Applicant is the administrator, using the templates and resources included in this service.

#### 1.5. Akky System.

Set of tools available for the User to administer the service. Service Access to the Akky System is granted by Akky to those who have a User Account.

#### 1.6. Website.

A set of Web Pages.

### **1.7. Applicant.**

The User who has made the contracting of the Service through the Akky System.

### **1.8. URL.**

It is an identifier of an Internet resource according to RFC 1738 or the RFC that updates or replaces it.

## **2. GENERAL PROVISIONS.**

The service Applicant, the Users and/or if applicable, the Registrant, state that they know and accept the terms and conditions contained in these policies as well as Akky's ability to modify them.

Any modification or update to the Policies published on the Akky Website will be notified through a statement at least five (05) Days before their enforcement date, on the Akky Website, so that the service Applicant, the Users and/or the Registrant may state what best suits their interests. Once the previous term has elapsed, they will be obligated under these new Policies, without any further need of Akky to issue any type of notice or statement. Akky may assign, transfer, compromise, transfer or dispose, totally or partially, the rights and obligations derived from the provision of the Service contained in the terms and conditions of the present Policies, without previous authorization. In case of carrying out any of the above assumptions, Akky will communicate the new responsible for the adequate and timely execution of the activities relating to the provision of this Service, for which the Applicant, the Users and/or, if applicable the Registrant, will be subject to the terms and conditions established in the Policies of the new responsible.

Akky only manages the Domain Names space, and, therefore, any consequence resulting of the Domain Name registration and/or use of the Service and/or of the Domain Names constitute or could constitute a violation to the applicable legislation, are the sole responsibility of the Registrant still and when the Domain Name with which this Service is configured is managed with another Registrar.

Akky reserves the right to review, remove, edit or block any material or information that users have published, sent or received in violation of any law, at the express request of an authority or in case of abuse of the Service. Akky, at any time, may suspend, temporarily or permanently, and / or cancel access and / or use of the Service.

## **3. ABOUT THE SERVICE.**

### **3.1. General Aspects.**

#### **3.1.1. Contracting.**

3.1.1.1. The Service may be contracted by Users through the Akky System, make your selection through the Services section, the Applicant is responsible for obtaining the authorization of the Registrant to relate this Service with a Domain Name, which can be managed even with another Registrar.

3.1.1.2. Akky grants as a benefit the Additional Custom DNS Service for Domain Names related to the Service, which consists of hosting the DNS of a Domain Name on Akky's servers, when the Applicant is the Primary User of the Domain Names Related, it may use all the functionality of the Additional Custom DNS Service. Otherwise, the DNS Records: A and AAAA necessary for the operation of the Service must be configured in the corresponding Domain Name.

### **3.1.2. Coverage Period.**

The Applicant will choose the coverage period for the Service according to the options determined in the Akky System. The coverage period of the Service will begin on the date in which the Service was requested.

### **3.1.3. Renewal.**

When the coverage period chosen by the Applicant comes to an end, the Service can be renewed for periods determined by the Akky System.

### **3.1.4. Assignment.**

The Service will be assigned to the Domain Names stated by the Users when making their configuration through the Akky System, so in order to be able to allocate this service and its correct functioning, the Applicant assume the following responsibilities:

- 3.1.4.1. Ensure that the Domain Name related to this Service exists and counts with coverage paid with the Registrar that corresponds.
- 3.1.4.2. Preserve the configuration of DNS Records A and AAAA if the Domain Name is administered in Akky. If the Domain Name is administered by another Registrar, the user must place the information of the DNS Records shown in the section Help in the Akky System, in order that website resolve in Internet. Have administrator permissions on the Facebook Page related to the Service and ensure that the page remains in force.
- 3.1.4.3. Akky reserves the right to modify or cancellate the Service assignment at request of the Domain Name's Registrant after carrying out the Ownership validation and the Registrant's authentication, by presenting the required or enough documentation for this purpose.

### **3.1.5. Cancellation.**

- 3.1.5.1. The Applicant may carry out the cancellation of the Service, which may be performed at any time through the Akky System.
- 3.1.5.2. In case of cancellation of the Service, the payment of it shall not be refundable or transferable.
- 3.1.5.3. Akky reserves the right to cancellate the Service in accordance with point 3.1.4.3. of these policies.

### **3.1.6. Elimination**

The Service will be eliminated when the payment is not received within the periods established by Akky, at the moment of contracting the Service or the date of its renewal.

### **3.1.7. Access.**

In order to have access and set up the Service, Users must use their User Account on the Akky System.

### **3.1.8. Fees and Payment Methods.**

- 3.1.8.1. The fees and the payment methods for the Service and its modifications will be shown to the user before concluding the payment of their purchase or renewal in the cart summary.
- 3.1.8.2. The Registrant and the Users must pay the corresponding rate for the Services stated, according to the coverage period.
- 3.1.8.3. The Registrant and the Users hereby agree that the payments made are not refundable or transferable to another Service. Akky may send several notifications regarding the payment of the Services before their due date, by email, to who have made the hiring of the Service. The sending of this messages is made as a support to the Users for the payment of the service, so it is their responsibility to know the date of renewal of the Service and to make the payment in a timely manner

- 3.1.8.4. From the date of contracting the Service, the User has the period of validity indicated in the Services Order to make the payment thereof.
- 3.1.8.5. There is a term of up to 30 (thirty) calendar days after the date of Renewal of the Service to make the corresponding payment.
- 3.1.8.6. The consideration of the Service will be proportional to the effective time contracted.

### 3.2. *Specifications.*

- 3.2.1. The Service consists of the use of a WEB tool in which users can build a WEB Site from a Facebook Page, of which the Applicant is the administrator, using the templates and resources included in this service.
- 3.2.2. In order to contract and use the Service, it is necessary that the Applicant, and the Registrant, know and accept the present policy for the use thereof, as well as Custom DNS Service Policies and Terms of Service Pagevamp published on its website. In case the Applicant, Users and/or the Registrant do not agree with all or part of what is stated in this policy, they must refrain from requesting, contracting and/or using the Service.
- 3.2.3. The Users confirm that they are of legal age and that they have full use of their legal capacity, otherwise they should refrain from using and/or requesting the Service.
- 3.2.4. The configuration of the Service is done in 2 parts:
  - 3.2.4.1. In Akky System's the URL of the Facebook Website is indicated in which Applicant/Registrant is an administrator and Domain Names are indicated with the which this service will be related, this can be manages through the Akky System or with another Registrar.
  - 3.2.4.2. In the [site of the Website Creator Pagevamp Service](#) the creation of Website is done from the content of the Facebook Web Page settled on the Akky System.
- 3.2.5. The Service contain sections in which the User can provide information and/or images for their use. Akky shall not be responsible at any moment for the information provided by the Users in these areas. Therefore, it is responsibility of the User and Registrant to use these spaces in a licit manner.
- 3.2.6. By contracting the Service, the Registrant and the Users are responsible for the use given to the Service, including the content, material and information they place and publish through the Service; furthermore, they declare that this information will be all times true, precise and complete.
- 3.2.7. The Users must ensure that they, or a third party uses their User Account, will not use it to:
  - 3.2.7.1. Send, publish or use information (data, images, audio or any other type of information):
    - 3.2.7.1.1. Which may affect the image of Akky in any way.
    - 3.2.7.1.2. Which affects the moral integrity of the employees, directors, representatives, partners, suppliers, customers, or any person collaborating with Akky.
    - 3.2.7.1.3. With obscene, defamatory, degrading or any content that violates the privacy of any person.
    - 3.2.7.1.4. With content of which they do not have the corresponding rights (for example; any material protected by copyright).
    - 3.2.7.1.5. Which was obtained as confidential and without the authorization of the author or the copyright owner.

### 3.3. Intellectual Property.

The Registrant and the Users must be sure they are not infringing any right corresponding to intellectual property while using the Service (such as: trademarks, licenses, know how), and/or any other intellectual property right, according to the applicable domestic and international law.

### 3.4. Personal data

The Registrant and the Users are the sole responsible for the treatment of personal data that they have access, by virtue of the Service use, as well as of their protection, and that their treatment is made with all the secrecy and security deserved in accordance with the Mexican Federal Law on Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de Particulares*), as well with the provisions of the applicable legislation.

**\*The English version of this document has no legal value, it is provided solely as a means to facilitate the reading and understanding of the Spanish version, it is not a substitute to the legal validity of the Spanish version. In case of any controversy, the text in the Spanish version will in all cases apply.**

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