

AGILE EMAIL SERVICE POLICIES.
Policies effective as of February 16, 2021.

These Service Policies are made available to the User by Akky Online Solutions, S.A. de C.V. (hereinafter referred to as "Akky"), with address at Av. Eugenio Garza Sada # 427, Piso 2, Local 1, Col. Altavista in Monterrey, Nuevo León, México, C.P. 64840, with contact email help@akky.mx and contact telephone number +52 (81) -8864-2626.

1. DEFINITIONS.

The terms defined in this section may be used in these Policies both in the singular and in the plural. The terms referred to in capital letters and without definition in these Policies, will have the definition and meaning that has been granted to them in the Akky Domain Name Policies, unless in these they are defined otherwise or said definition is limited or sense. All the headings used in these Policies are used exclusively to facilitate their reading but will not be taken into account when interpreting them.

1. **User Account:** It is an account in the System, related to a User and whose access is made through a password. It has an attribute called Security Level, which can be configured by the User.
2. **Days:** The terms, terms and / or periods established in Days will be understood as natural, unless specified as business days.
3. **Domain:** It is the name of an organization or entity on the Internet. The domain name system provides each server with a unique and easy to remember address in order to hide the technical IP address.
4. **DNS:** Acronyms used to refer to the Domain Name System and / or the Domain Name Server interchangeably. Domain Name System is the distributed computer system that establishes for the entire Internet, the correspondences (resolutions) between Domain Names and IP addresses. The Domain Name Server refers to the computer equipment or equipment that are part of the Domain Name System and that house the information and processes for the establishment of the correspondences (resolutions) between Domain Names and IP addresses for one or more networks that are connected to Internet. DNS also refers to the records that are part of a domain name zone file.
5. **Status of the Service:** These are the states that the Service may have during its validity:
 - 5.1. **Active:** The Service does not present any payment due. The DNS related to this Service are resolving on the Internet.
 - 5.2. **Payment Pending:** The Service is inactive in its configuration due to the existence of a registered Service Order and the corresponding payment for contracting or renewing the Service has not been reported by the chosen banking institution to Akky. This status makes it impossible to modify the Service Configuration.
 - 5.3. **Suspended:** The Service is inactive in its configuration because the term to make the payment in its renewal has elapsed. The DNS related to this Service are not resolving on the Internet. This status will prevail until the corresponding payment is reported by the chosen banking institution to Akky.
 - 5.4. **Canceled:** The Service has been canceled by the User from the System.
 - 5.5. **Eliminated:** The Service has been eliminated by the System due to the expiration of the deadlines for making the payment and the corresponding payment was not credited.
6. **Email or Electronic Mail:** Any message transmitted through the SMTP protocol defined in RFC 2821 or the RFC that updates or replaces it.
7. **RFC:** Request For Comments for its acronym in English, is a technical or organizational note about the Internet whose central repository is located at <http://www.rfc-editor.org>.
8. **Agile Email Plan:** Modality of the personalized email service with specific characteristics detailed on the Akky Website
9. **Website:** File in HTML format that can be published on the Internet using the Hosting Service and whose content and / or functionality is attributable to its owner.
10. **Register:** Natural or legal person, accredited to distribute and offer Domain Name Administration Services.
11. **Registrant:** Holder of a Domain Name. It is recommended that you be the End User (physical or legal person) of the Domain Name.
12. **System:** Set of tools available so that the User can manage the Services that they have contracted with Akky. Access to the System is granted by Akky to those who have a registration or User Account.
13. **Website:** Set of Web Pages.



14. **User:** Natural or Legal Person duly registered in Akky and who has contracted the Service through the System.

2. GENERAL PROVISIONS.

Akky offers its Users the possibility of contracting the Agile Email Service subject to compliance with these Policies, making them accessible to the general public through the AKKY Website. The User and / or the third parties that he authorizes are solely responsible for protecting their data and the use they give to the Agile Email Service, releasing Akky from all responsibility. It is recommended that you avoid sending, storing or publishing personal data that may be abused online. It is recommended that the User send or receive only data for which the sender or recipient is the owner or authorized User to avoid violations of the rights of third parties.

The Users, in this act, declare that they have read these Service Policies in detail, completely and consciously, that they have understood the content included in them and that, additionally, they have received legal advice to obtain a proper understanding of said Policies. and, consequently, they accept and grant their express consent to these Policies in relation to this Service, the Domain Name Service, the terms and conditions, guidelines and any other document that Akky has in relation to the Services it offers; as well as the faculty of Akky to eliminate and / or modify them at any time. Any modification or update to the Service Policies published on the Akky Website will be made known by means of their publication on the aforementioned site five (05) Days in advance of the date of its entry into force, in order that Users manifest what suits your interests. Once the previous period has elapsed, Users agree to be bound by these new Policies, without it being necessary for Akky to make any other type of publication or notice.

Akky may assign, transfer, compromise, transfer or dispose of, in whole or in part, the rights and obligations that derive from what is stipulated in these Policies, notifying the User of this at least 05-five days in advance of any effect whatsoever. of the assumptions or hypotheses indicated. In the event that a third party acquires the rights and obligations derived from these Policies and continues with the execution of the Services, said third party will be responsible for making the new applicable terms and conditions available to the User, with which, it will be understood that The User will grant his express consent, clearly, freely and voluntarily for the continuity in the execution of the aforementioned Services. Both parties agree that, if the User continues to enjoy the Services stipulated in these Policies, such action will be understood to grant their express consent through electronic means. For his part, the User acknowledges and accepts that he will not have the right to assign the Services, responsibilities and / or obligations contained in these Policies without the written permission of Akky.

Akky simply manages the email accounts assigned to the User when contracting the Agile Email Service, and, therefore, any consequence derived from the contracting and / or use of the Service that constitutes or could constitute violations of the applicable legislation, is the sole responsibility of the User.

Akky reserves the right to review, remove, or block any material or information that Users have received or sent in contravention of any law, at the express request of an Authority or in the event of abuse of the Service. Understanding for the purposes of these Policies as abuse of the Service, at Akky's consideration: the inappropriate, excessive, illegal use or that contravenes any applicable legislation, as well as what is established in these Service Policies and / or in any other guideline or policy that Akky makes public to Users and / or that Users accept when contracting the corresponding Services. Akky, at any time, may suspend, temporarily or permanently, and / or cancel access and / or use of the Service for which, notification by email by Akky with at least 1- one business day in advance, which will be sufficient effects upon compliance with said term and without requiring a judicial declaration.

3. OF THE SERVICE.

3.1. Hiring. The Service can be contracted by Users through the System when making the selection of the plan corresponding to Agile Email, adding it to the shopping cart and making the corresponding payment. The User is responsible for relating this Service with a Domain Name, which can be administered with Akky or with another Registrar.

Akky provides as a benefit the Custom DNS Domain Service for Domain Names administered in Akky and related to the Service, which consists of hosting the DNS of a Domain Name on Akky's servers, when the Applicant is the Main

User of the related Domain Names, it may use the full functionality of the Custom DNS Domain Service. Otherwise, the DNS Records: MX, CNAME, TXT record necessary for the operation of the Service must be configured in the corresponding Domain Name.

3.2. Validity. The User will choose the period of coverage of the Service in accordance with the options determined by the System. The validity of the Service will begin on the date that the payment by the User is duly credited and will begin to run, regardless of whether or not the User makes the necessary configuration. The correct configuration is the sole responsibility of the User.

3.3. Renewal. The renewal of the Agile, Akky Email Service may be carried out:

- **Manually.** - Akky may notify the User through the Control Panel and / or by email to the account registered for this purpose and 30 days in advance of the expiration date of the Service. The sending of this notification is done only as a support to the User, for which it is the responsibility of the User to know the expiration date and carry out the renewal in a timely manner. Once the notice of upcoming expiration is received and before the end of the period of validity selected by the User in contracting the Service, he must renew it by selecting the new period of his choice in accordance with the options determined by the System. It is the responsibility of the User to carry out the renewal before its expiration, since once the period of validity has concluded, the Service may be suspended and / or eliminated in accordance with the provisions of these Policies. The corresponding notice will be sent 30 days before the end of the validity period.
- **Automatically.** - When the User contracts the Service and makes the payment by credit card or debit card, Akky will enable the automatic renewal of said Services. The automatic renewal may be disabled by the User at the time of the generation of the Service Order or later through the Control Panel, consequently, it will be necessary for the User to carry out the manual renewal of the Services before the end of the period of validity.

The User may enable or disable the automatic renewal of the services within the control panel at any time. To enable automatic renewal, the User must register at least one credit or debit card in the control panel, the User acknowledges and accepts that he is solely responsible for keeping the information on his cards updated and for having the necessary funds at the time of the renewal of the Services.

If necessary, Akky will notify the User when it is not possible to process the automatic renewal in order to verify the information provided. If this modification is not made, the Services will remain in the corresponding status because it has not been possible to process their renewal.

3.4. Assignment. The Agile Email Service will be used for the Domain Name (s) indicated by the User, when making its configuration through the System, therefore, in order to assign this Service and its correct operation, the Applicant assumes the Responsibility of ensuring that the Domain Name to be related to this Service exists and has paid coverage with the corresponding Registrar.

The User must preserve the configuration of the DNS Records MX, CNAME and TXT, if the Domain Name is administered in Akky. If the Domain Name is administered by another Registrar, the User must place the DNS Records information shown in the Help section of the website, so that the Service can resolve on the Internet.

Akky reserves the right to modify or cancel the assignment of the Service at the Registrant's Request for a Domain Name after carrying out the validation of the Ownership and the authentication of the Registrant, by providing the documentation required or sufficient for this purpose.

3.5. Cancellation. The User can carry out the cancellation of the Service at any time through the System. It is the User's responsibility to attend to Akky's communication, in order to keep your Agile Email Service in force, so that, in case of attending to said communication, the User exempts Akky from any responsibility related to the cancellation of the Service. In the case of cancellation of the Service due to causes attributable to the User, the payment for this will not be compensable, refundable or transferable.



3.6. Suspension. At the end of your Service period and the corresponding payment for the renewal is not received, the Service will be Suspended for a period of fifteen (15) after its expiration date. This status will prevail until the corresponding payment is reported by the chosen banking institution to Akky, in case said payment does not occur, the Service will be Eliminated.

3.7. Elimination. The Service will be eliminated if payment is not received within the periods established by Akky, at the time of contracting the Service or on the date of its renewal.

3.8. Access. To access and configure the Service, the User must use their User Account and password to enter the control panel in the Akky system. The User acknowledges and accepts that he will be solely responsible for the conservation and custody of said User Account and password, releasing Akky from any responsibility for access, improper or unauthorized use.

3.9. Rates, Terms and Forms of Payment. The final or total rates, terms and forms of payment for the provision of the Service will be those informed to the User through the Akky website, which will be confirmed before completing the payment of their purchase or renewal, in the summary of shopping cart available on said Website. To access the Services, the User must cover the rate corresponding to the indicated Service according to the selected coverage period.

When generating the Service Order with payment by credit card or debit card, Akky will enable automatic renewal for the Services included in that Order. Automatic renewal may be disabled by the User at the time of generating the Service Order or through the Control Panel; in this case, the User must carry out the manual renewal of the services before their expiration.

It is the responsibility of the Main User and / or Users with Payment permissions, as appropriate, to place correct information and ensure that through this method the payment of the automatic renewal of those Services can be completed. If necessary, Akky will notify Users when it is not possible to process the automatic renewal in order to verify the information provided. If this modification is not made, the Services will remain in the corresponding status because it has not been possible to process their renewal.

In order to process payments for contracting and / or automatic renewal, the parties agree that Akky may use the Openpay® Services as a credit card and debit card payment operator, with which the User agrees. When using this payment method, a temporary charge is generated to confirm that the card is valid, which will be returned once that validation is completed.

The User acknowledges and accepts that the payments made are not refundable, nor transferable to another Service. Akky may send various notices regarding the collection of the Service before its expiration date via email to the Applicant. The sending of these messages is carried out as a support to the Users for the payment of the Service, for which it is their responsibility to know the renewal date of the Service and make the payment in a timely manner.

4. SPECIFICATIONS AND / OR RESTRICTIONS.

- 4.1.** The Agile Email Service consists of the transmission of Email messages, which may be consulted through different devices due to IMAP (Internet Message Access Protocol), the email or Email mailboxes will be limited to the applicable storage memory for each package and / or the plan published on the Akky Website.
- 4.2.** There are different Plans with specific characteristics, which are not compatible with each other, or with another Email provider. The different plans are made available to the User and can be consulted through the Akky Website.
- 4.3.** The characteristics of the Service may be modified in order to adapt them if technically necessary. Akky will notify its customers through its website, when there is any improvement in the characteristics of this Service, so that customers can make the appropriate considerations.

- 4.4.** Akky reserves the right to provide the Service with its own resources, or with the support of third-party providers.
- 4.5.** If any of the Akky Services is used for illegal or SPAM purposes, it will be immediately eliminated without the need for a judicial declaration.
- 4.6.** The Agile Email Service can only be associated with a Domain Name
- 4.7.** The User acknowledges that he is solely responsible for the contracting, payment, configuration, administration, renewal and / or any other situation or commitment that he has acquired when using a Service provided through a third party.
- 4.8.** Users can NOT send more than 150-150 emails per hour regardless of the number of mailboxes they have configured.
- 4.9.** When contracting the Service, the Registrant and the Users are responsible for the use that is given to the Service, including the content, material and information that they post and publish; additionally they declare that it will be true, exact and complete at all times.
- 4.10.** Users must guarantee that they or any third party that uses their User Account, does not use it to:
 - 4.10.1.** Send, publish or use information (data, images, audio or any other type of data):
 - 4.10.1.1.** That affects Akky's image in any way.
 - 4.10.1.2.** That affects the moral integrity of employees, directors, representatives, partners, suppliers, clients, or anyone who collaborates with Akky.
 - 4.10.1.3.** With content that is obscene, defamatory, degrading, or that violates the privacy of any person.
 - 4.10.1.4.** With content for which you do not have the corresponding rights (example: material protected by copyright).
 - 4.10.1.5.** That it was obtained as confidential and without permission of the author or rights holder.
 - 4.10.1.6.** Sending unsolicited mail or mass emails.
 - 4.10.1.7.** The Service does not allow migration to other providers, so the cancellation or elimination of the Service implies the total loss of the contracted Plan.
 - 4.10.1.8.** Akky provides the Personalized DNS Service free of charge, these Services are delivered under best effort and do not imply an additional obligation with the User nor do they cover any direct or indirect impact that can be attributed to the provision of the Service.

5. AVAILABILITY OF THE SERVICE.

Akky guarantees its Users that its Agile Email Service will be up or available at least 99.8% of the time. This warranty includes network uptime, server uptime, web server, and Service uptime. However, Akky cannot be held responsible for problems outside its network and areas where Akky does not have direct influence, such as: backbone provider failures, fiber optic main line cuts, DNS or registrar problems with the domain names of the User or its clients, routing problems between the clients' location and Akky's data center.

Akky is not responsible nor does it guarantee the availability of the Service if the interruption was caused by natural or external events that Akky cannot directly influence.

Network outages or unscheduled downtime is any unplanned or unexpected interruption in network availability due to hardware, software, network connectivity, or data center problem, during which a 100% loss is experienced. of packages.

Scheduled downtime is any scheduled interruption of the Services for the purpose of updating the network or replacing any equipment to provide better User Service. Scheduled downtime occurs during reported downtime, with as many warnings sent in advance by email or posted to Akky's news feed with a minimum of 24 hours notice.

6. ILLEGAL OR PROHIBITED USE.

The User acknowledges and accepts that neither he nor his clients can use the Akky Services for any purpose that is illegal or implies the breach of any regulation or legislation, whether federal, state or local, for example, the transmission of material with rights of author, related rights, industrial or commercial secrets, material legally protected by any intellectual property right, in a broad sense. Nor can they be used for the propagation, distribution, hosting, processing, storage or manipulation in any way of lewd, obscene, adult or pornographic material, or any other material that the company considers inadmissible or is prohibited by these Service Policies.

Unauthorized access to the Akky Services, other accounts, computer systems or networks connected to the Akky Services, through hacking, password extraction or any other means, is prohibited.

Akky may provide or disclose any information deemed necessary to comply with any applicable law, regulation, legal process or governmental request.

7. OBLIGATIONS OF THE USER.

Regardless of the other obligations that they acquire due to the observation and fulfillment of these Service Policies and that are contained in them, the User agrees to:

1. Provide true, accurate, current and complete data for your registration in Akky.
2. Keep the registration data updated, keeping them true, accurate, up-to-date and complete. In case of providing information that in Akky's discretion is false, inaccurate, not current, incorrect or incomplete, or does not comply with the aforementioned, Akky will have the right to suspend or cancel your account.
3. The data update must be done online through the Customer or User Control Panel.
4. The User may access the Services using the User and password created by him at the time of registration, it is his obligation to maintain the confidentiality of his access data and is fully responsible for the use that he or third parties may give it and for all activities that are carried out, for which they undertake to:
 - a. Notify Akky in writing immediately of any unauthorized use of your password or username or any other breach of security, as well as making sure to log out of your account at the end of each session. Akky cannot and will not be liable for any loss or damage arising from this breach.
 - b. The User agrees not to store, share, send or receive in their Agil Email account any information, software or other content that violates or infringes the rights of third parties or that contravenes laws of any jurisdiction.
 - c. Do not distribute content, distribution points or 'links' to sites that:
 - d. Infringe intellectual property or property rights, publicity or privacy of third parties.
 - e. and. Violate any law, statute, ordinance or regulation.
 - f. Are defamatory, threatening, harassing, abusive, pornographic, obscene or adult.
 - g. Contain viruses, Trojans, worms, corrupted files, or any other similar software or programs that may damage the operation of another person's computer or the property of another.
5. Guarantee that you own or possess the right to use, reproduce, propagate and / or transmit the Content of your messages or emails, including texts, graphics, images, software, pictures, sound, music, video, etc.

Any User who violates the security of the system or the network is subject to administrative, criminal and civil liability, as well as the immediate cancellation of the account.

8. SPAMMING.

Spamming is prohibited. Akky will determine in its sole discretion, if any of the messages sent by the User is spam; spam generally includes, but is not limited to:

- to. Sending unsolicited messages in bulk, or sending unsolicited emails.
- b. Sending spam.
- c. The use of distribution lists that include people who have not given specific permission to be included in the distribution process.
- d. Excessive and repeated posting of off-topic messages in newsgroups.
- and. Excessive and repeated cross-posting.



F. Email harassment, including, but not limited to, the transmission of any threatening, defamatory or obscene material, or material of any nature that may be considered offensive.

g. Sending by email communications or inappropriate content for minors under 18 years of age.

h. Spam is considered an improper use of the Service and will be construed as a violation of these Policies.

i. The maximum number of allowed emails sent per hour is 150-150. Without exceptions.

9. PERSONAL DATA.

Users are solely responsible for the treatment they carry out of the personal data to which they have access by virtue of the use of the Service, as well as their protection and that their treatment is carried out with the secrecy, confidentiality and security that they deserve, in accordance with the provisions of the Federal Law on Protection of Data Held by Individuals, as well as the current legislation that is applicable in the matter. The ways in which Akky collects and processes the User's personal data are described in the Privacy Notice.

10. CIRCUMSTANCES OF FORCE MAJEURE.

Akky will be in a position of non-responsibility with respect to the failure or delay in the performance of its duties as a consequence of circumstances beyond its control. Such circumstances could be caused by acts of any government body, war, rebellion, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption or delay in transportation, unavailability, interruption or delay in telecommunications or third party services (including the propagation and / or abuse of DNS), third party hardware or software failures or inability to obtain raw materials, supplies or used energy or equipment necessary to supply the Services.

11. ABUSE.

Any attempt to undermine, defame, threaten or cause harm to a server, customer, employee or Akky's company directly is strictly prohibited and is grounds for immediate termination without refund of the Services. Akky will receive any report of violation of the Policies of this service at abuse@akky.mx.

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*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.