

## POLICY REGARDING THE ADVANCED SECURITY SERVICE.

Policy to be in force in May 12<sup>th</sup>, 2012.

### 1. DEFINITIONS.

The terms defined in this section may be used both in the singular and in the 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 the 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 *Service.*

It refers to the Advanced Security Service.

#### 1.2 *Applicant.*

The Main User or Technical permissions User who has made the request of a code to enable the Domain Name's management operations.

### 2. GENERAL PROVISIONS.

The Registrant and the Users of Akky's Domain Names state they have knowledge of the present policy, in relation to the Domain Names service, as well as the authority of Akky to eliminate and/or modify them at any time.

Any modification or update to the Policies published on Akky's Website will be notified through a statement at least five (05) Days before their enforcement date, on Akky's Website, so that the Registrant and the Users may state what best suits their interests. Once the previous deadline has elapsed, the Registrant and the Users of the Domain Name will be bound under these new Policies, without any further need of Akky to issue any type of notice or statement. Akky simply manages the Domain Namespace and, therefore, any consequence resulting from the Domain Name registration and/or use of the Service and/or of the Domain Names constituting or that could constitute violations to the applicable legislation, are the sole responsibility of the Registrant.

### 3. ABOUT THE SERVICE.

#### 3.1. *General Aspects.*

##### 3.1.1. *Contracting.*

The Service may be contracted by the Main User through the System, either during the Domain Name registration or during the coverage period of the Domain Name. In order to contract the Service, the Domain Name to which the Service will be assigned must be either in Active status or Special Active status; otherwise, it cannot be contracted.

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

The Applicant will choose the coverage period for the Service according to the options determined in the System. The coverage period of the Service will begin

on the date in which the Service was requested, and its maximum duration can only be equal to the current coverage period of the Domain Name.

3.1.3. **Renewal.**

When the coverage period chosen by the Applicant comes to an end, the Service can be renewed for the periods determined in the System. The renewal can only be done while the Domain Name is under its coverage period.

3.1.4. **Assignment.**

The Service will be assigned exclusively to the Domain Names stated by the Main User during the process of contracting them through the System.

3.1.5. **Cancellation.**

In order to cancel the Service, the Registrant must follow the guidelines for the Authentication Process described in the Policy of Akky's Domain Names. The Registrant is the only one who can request the cancellation of the Service.

3.1.6. **Access**

In order to access and configure the Service, the Main User must use their User Account in the System.

3.1.7. **Fees and Payment Methods.**

3.1.7.1. The fees and the payment methods for the Service and its modifications will be published in Akky's Website.

3.1.7.2. The Registrant and the Users agree to pay the corresponding fee for the Service stated, according to the coverage period, which cannot, under any circumstances, exceed the coverage period of the Domain Name associated to the Service.

3.1.7.3. When generating a Service Order using a credit card or debit card, Akky will enable automatic renewal for the services included in that Service Order. If the user keeps the automatic renewal, a temporary charge will be generated to confirm that the card is valid, which will be returned once that validation is concluded. It is responsibility of the Main User and/or Users with Payment permissions as appropriate, to place correct information and ensure that through this payment method the renewal of those services can be completed. If necessary, Akky will notify the users that it was not possible to process the automatic renewal in order for the registered information is verified. If this modification is not made, the services will be placed in the corresponding status because it has not been possible to process their renewal.

3.1.7.4. Automatic renewal may be disabled at the time of the Service Order generation or through the Control Panel, by the Main User and/or the Users with payment permissions, however, it will be necessary to generate the corresponding Service Order for its renewal. In case of modifying the credit or debit card, a transitory charge will be generated to confirm that the card is valid, which will be returned once this validation is concluded.

3.1.7.5. In order to process the automatic renewal, Akky Will use the Openpay® services as the operator of these credit and debit card payments.

3.1.7.6. The Registrant and the Users hereby agree that the payments made are not refundable or transferable to another Domain Name. Moreover, if the cancellation of a Service is requested, its payment will neither be refundable nor transferable.

- 3.1.7.7. Akky may send several notifications regarding the payment of the Services before their due date, by email, to the Main User and/or Users with Payment permissions for each Domain Name associated with these Services.
- 3.1.7.8. The compensation for the Service contracted will be proportional to its coverage period.

### 3.2. *Particular Aspects.*

- 3.2.1. Through this Service, the operations mentioned in section 3.2.2. of this policy are restricted, requesting that the Users validate their personal identity in front of Akky, through the identity validation, before he/she may be able to perform any management operation of the requested Domain Name.
- 3.2.2. The management operations of the Domain Name that will be controlled by the Service are: elimination, modification, transfer, the setup of the additional service of Online Presence Service, among others.
- 3.2.3. The Main User or the Users with Technical permissions must complete the request for any modification in a Domain Name through the System.
- 3.2.4. When Akky receives the request from the Main User or Users with Technical permissions, Akky will list the necessary documents in order to validate their personal identity in order to continue with the process of concluding the requested modification.
- 3.2.5. The Applicant must send, by email, copies of the documents requested by Akky, the documents that prove identity of the applicant are:
  - 3.2.5.1. Copy of official identification.
  - 3.2.5.2. Copy of proof of address paid (no longer than 3 months).
- 3.2.6. Akky will review the documentation sent and will then determine if the request is proceeding or not, within a period not exceeding three (3) business days from the date in which the documentation was received.
- 3.2.7. If the Applicant does not deliver the requested documentation to Akky, within the aforementioned term, the request will be cancelled. Akky will send, by email, the notification of this cancellation to the Applicant's account.
- 3.2.8. If the request is proceeding, Akky will send, by email, an authorization code to the Applicant's account in order to enable the management operations. This authorization code must be entered into the System in order to fulfill the requested operation.
- 3.2.9. The management operations can only be fulfilled while the session of the System in which the authorization code was entered to enable the managements operations on the Domain Name is still active.

## 4. **TERMS OF USE.**

- 4.1. In order to contract and use the Service, the User, on behalf of himself and the Registrant, must know and agree to this policy for the use of the Service. In case the User 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, since its use will be interpreted as their acceptance.
- 4.2. 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 Services.
- 4.3. The Users and the Registrant agree and accept that:
  - 4.3.1. The Service is only associated with one Domain Name and this Service is not transferable to any other Domain Name.

- 4.3.2. The content of this policy can be modified by Akky, prior notice of at least five (05) Days before they will be enforced. The notice will be published in the Akky's Website.
- 4.3.3. They are solely responsible for the treatment given to personal data to which they have access due to their relation with Akky, as well as their protection and that their treatment will be made with the secrecy and safety deserved, in accordance to 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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