

GENERAL* POLICY OF AKKY'S DOMAIN NAMES.

Policy to be enforced as from May 5th, 2012.

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1. DEFINITIONS.

The terms defined in this section may be used in the present policy either in singular or in plural.

All the headings used in the present policy are exclusively used to facilitate their reading, but they will not be taken into consideration for their interpretation.

1.1. Akky.

A division of Network Information Center, S.A. de C.V., responsible for the services related to Domain Names management, Domain services and Internet Presence Services.

1.2. Authority.

Any empowered person, with enough faculties and/or jurisdiction to exercise the authority intended to obtain the fulfillment of activities related to this policy, procedures and their modifications or replacements, as well as any group of experts, arbitrator, organism or arbitration panel upon which the parties have submitted themselves following the Policies and procedures herein described.

1.3. ccTLD.

Country Code Top Level Domain. Acronym used to appoint the first level domain names, known as territorial codes. This acronym is related to the classification in the DNS, represented by a suffix of two letters, assigned according to the ISO3166-1 standard for the representation of countries names or territories.

1.4. Classification.

It is a label which identifies the type of domain that corresponds to the Domain Name according to its ending.

1.5. Maximum Coverage.

Maximum number of years in which a registration or renewal of a Domain Name can be made.

1.6. Contacts.

Objects created to facilitate the Domain Name administration. There are four types of contact for each Domain Name: registrant, administrative contact, technical contact and payment contact. For some TLDs the contacts have specific responsibilities to fulfill as detailed in the Annex to the corresponding TLD.

1.7. User Account.

Account in the System related to a User, and whose access is made through a password. Has an attribute named Security Level, which can be configured by the User.

1.8. Main Data.

Data associated to the Domain Name, which are, among others: Domain Name; Registrant's name, address, telephone number and e-mail; Domain Name Contact's name, address, telephone number and e-mail; User's name and address; Domain Name Server's name or IP address; Registrar's name and/or URL who manages the Domain Name. These data may change according to the corresponding TLD.

1.9. Days.

The terms and periods established in Days will be understood as natural days, unless they are specified as business days.

1.10. DNS.

Acronym used to refer to the Domain Name System and/or to the Domain Name Server without distinction. Domain Name System is the distributed computing system for the entire Internet that establishes the correspondences (resolutions) between Domain Names and IP addresses. The Domain Name Server refers to the computing equipment(s), that are part of the Domain Name System and which host the information and processes to set up the correspondences (resolutions) between Domain Names and IP addresses for one or several networks that are logged on to Internet.

1.11. Responsible Entities.

Are those in charge of defining, implementing and ensuring the fulfillment of the policies, procedures, regulations, annexes and information related to the administration of Domain Names among which are ICANN, the corresponding Registries and Akky.

1.12. Domain Names Status.

Status in which the Domain Name is from its application to its elimination; among these are the following:

- 1.12.1. Active. The Domain Name does not have any due payment. If the Domain Name has registered DNS servers, it is active in the DNS system and it is responding in Internet.
- 1.12.2. Special Active. The Domain Name does not have any due payment. It will be automatically renewed without further cost.
- 1.12.3. Elimination. The Domain Name is definitively eliminated from Akky's database. It could be restored through the Restore Rate payment, whenever restoration is feasible. If the Domain Name it's not restored it will be available for its registration according to the dispositions of the corresponding Registry.
- 1.12.4. Previous Elimination. The Domain Name is about to be definitively eliminated from Akky's database but it could be recovered with the Restore Rate payment, whenever restoration is feasible. The Domain Name is not published in the DNS system.
- 1.12.5. Pending Payment. The Domain Name has been registered and its rate payment is pending to be reported by the chosen banking institution. The Domain Name is not published in the DNS system.
- 1.12.6. Pending Payment with Surcharges. The Domain Name has been registered, and the payment rate and its additional surcharges are pending to be reported by the chosen banking institution. The Domain Name is not published in the DNS system.
- 1.12.7. Pending Documentation. The registration application of a Domain Name has been received and the required documentation is pending. The Domain Name is not published in the DNS system.
- 1.12.8. Administrative Process. The Domain Name has entered in an administrative process, according to section 12 of the present policy; at the end of it, the Domain Name may be administrated again in the System.
- 1.12.9. Final Suspension. The Domain Name is not published in the DNS system and will be activated when the chosen banking institution reports that the payment rate was made along with its additional surcharges.
- 1.12.10. Initial Suspension. The Domain Name is not published in the DNS system and only the User with Payment permissions or the Main User will be able to reactivate it through a Services Order.

1.13. Glue Records.

It is a type “A” registration for the authorized name server of the delegated zone.

1.14. gTLD.

Generic Top Level Domain. Acronym used to describe the first level Domain Names, known as generic codes. This acronym refers to the classifications in the DNS, which do not correspond to a ccTLD.

1.15. IDN (Internationalized Domain Names).

Abbreviations used for Internationalized Domain Names. They are the Domain Names that include characters that are not letters of the basic Latin alphabet, numbers from 0 to 9 and the hyphen "-". Such domain names could contain characters with diacritical marks or non-Latin characters (for example Arabic or Mandarin Chinese).

1.16. Authorization Information.(EPP Code)

Necessary code to make a transfer process of a Domain Name.

1.17. IP (Internet Protocol).

Nomenclature used to assign a numerical address to the computing equipment.

1.18. Security Level.

Characteristic of the User Account that, when it is enabled, allows to perform operations on the administration of some services provided by Akky, through the receipt of an authorization code, which is sent through e-mail, and is necessary to perform management operations on the services that the System requires it.

1.19. Domain Name.

Represents a common identifier for a group of computers or equipment connected to the network. They are a simple form of Internet address designed to allow the users to locate Internet Websites in an easy way. A Domain Name is neither a Website nor an email.

1.20. Premium Domain Name.

Domain names that refers to generic concepts or common names, and combinations from one to three characters.

1.21. Services Order.

It is the registration that the Main User and/or User with Payment permissions must do to begin the payment process of a Domain Name. When making this registration the information needed to complete the payment will be generated, this information and the one provided by the User will be kept in this record for their further consultation.

1.22. Policies.

Policies published in Akky’s Website, among which are the present policy, their annexes, the Privacy Notice, as well as the policies, guidelines, regulations and any other document related to the administration of Domain Names issued by Akky and/or the corresponding Registries.

1.23. Collaborators in the Domain Name Management.

The Registrant, Users and Contacts of a Domain Name.

1.24. Registrar.

Any natural or legal person with the authorization to distribute and offer management services of Domain Names.

1.25.Registrant (Holder).

Domain Name Holder. It is recommended for the holder to be the end user (natural or legal person) of the Domain Name.

1.26.DS Records (Delegation Signer).

Simplifies the task of authenticating and validating the trust chain, because it resides in a parent zone (such as .mx, .com, .net, among others) and indicates necessary information from a Domain

Name. When the validation response is successful, it is ensured that the response actually comes from the Domain Name administrator. These records must be generated by the DNS administrator of the Domain Name, for example the hosting provider or system administrator, whom the Domain Name Holder has appointed.

1.27.Registry.

Organization responsible for the management of the database in which the registration of Domain Names on Internet is made for the top level domain name (TLD). It is responsible for the maintenance of the necessary technological infrastructure of the DNS for a TLD. Furthermore, it is responsible of the definition and implementation of the policies for the assignation of Domain Names of the TLD managed.

1.28.RFC (Request for Comments).

Documents on the Internet Engineering describing standards; also include lectures, informal memorandums and best practices. Internet standards are published in an RFC originated in the IETF (Internet Engineering Task Force).

1.29.Domain Services.

Set of services related to the validity of a domain name.

1.30.Presence Services.

Group of useful services to place ideas, projects, etc., on the Internet.

1.31.System.

Set of tools available so that the User to manage the Domain Names. The access service to the System is granted by Akky to those who have a User Account.

1.32.Akky's Website.

<http://www.akky.mx>

1.33.Applicant.

Any natural or legal person who starts the application for a Domain Name under her/his name or by order of a third party.

1.34.TLD.

Top Level Domain. Acronym used as one of the highest hierarchic level areas in the Domain Names system on Internet.

1.35.Users.

They are responsible of the management of a specific Domain Name in the System. There are three (3) types of Users: Main User, User with Technical permissions, and User with Payment permissions. A Domain Name can only be managed by a Main User or even by a Main User, two (2) Users with Technical permissions and two (2) Users with Payment permissions.

1.36. User with Technical permissions.

The user in charge of the use and management in the information on the DNS servers of the Domain Name in the System.

1.37. User with Payment permissions.

The user in charge of the management of the Domain Name payments in the System.

1.38. Main User.

User in charge of the use and management of the Domain Name in the System and whom is the representative of the aforementioned System Registrant. This User is the only one who can designate and revoke Users with Technical permissions and/or Users with Payment permissions. As a part of the management, he/she can carry out the functions described for the Users with Technical permissions and the Users with Payment permissions. There can only be one Main User related to a Domain Name.

1.39. WHOIS.

The database system used for Domain Name consultation along with its Main Data, which can be consulted publicly through Akky's Website and the corresponding Registries' Websites. It is the mechanism to prove and verify the Domain Name holdership.

2. GENERAL PROVISIONS.

Collaborators in the Domain Name Management state they have knowledge of the terms and conditions from the Policies and accept them along with any other procedures, regulations, annexes and information published on Akky's Website in relation to the Domain Name service, including their registration, modification, transfer, suspension, elimination, restoring, processes and disputes of Domain Names; as well as the authority of the Responsible Entities to eliminate and/or to 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 (5) Days before their enforcement date on Akky's Website. After the aforementioned period, the Collaborators in the Domain Name Management will be bound under this new policy, without any further need of Akky to issue any type of notice or statement. Akky may assign, transfer, compromise or dispose of, in whole or in part, the rights and obligations arising from the provision of the service contained in the terms and conditions of these Policies, without the prior authorization of those who collaborate in the Administration of a domain name. In case of any of the above assumptions, Akky will communicate the new responsible for the proper and timely execution of the activities related to the provision of this service, so that those who collaborate in the administration of a Domain Name, will be subject to the terms and conditions established in the policies of the new responsible.

Akky and the corresponding Registries only manage the Domain Name space, and, therefore, any consequence resulting of the Domain Names registration and/or use constituting or that could constitute violations to the applicable legislation, are the sole responsibility of the Registrant.

Except for the provisions expressly stated in this policy, any conflict arising from the application of the present policy will be governed by the Civil Code of Nuevo León (*Código Civil para el Estado de Nuevo León*) and the applicable Mexican laws. Akky, and the Collaborators in the Domain Name Management submit themselves to the courts and tribunals

of the city of Monterrey, Nuevo León and they expressly renounce to any other jurisdiction that may apply by any cause.

3. REGARDING THE DOMAIN NAMES.

3.1. A Domain Name must have the following characteristics:

- 3.1.1. The total length of the Domain Name, without including the Classification characters, must not exceed sixty-three (63) characters, in accordance to the requirements established by the corresponding Registry.
- 3.1.2. The valid characters are numbers, letters of the English alphabet and the hyphen (-).
- 3.1.3. Domain Names must not start nor finish with a hyphen (-) nor have two consecutive hyphens (--).
- 3.1.4. Domain Names must comply with the prohibitions that the corresponding Registries have established for Domain Names.
- 3.1.5. Akky does not carry out the registration of the IDN domain names or the Premium Domain Names.
- 3.1.6. At the conclusion of a Domain Name registration, Akky will place the Transfer Blocking in Active mode, being subject its modification to Inactive in accordance to the established in these Policies and the guidelines of the corresponding Registry.

4. USERS AND CONTACTS FACULTIES AND OBLIGATIONS.

4.1. Main User Faculties.

The Main User will be the only one authorized to make the assignment and cancellation of permissions granted to the other Users, as well as the assignment and/or modification of Contacts, in accordance with the provisions of section 8.6. as well as contracting Domain Services on behalf of the Registrant (Holder), Additionally the Main User will be able to revoke his/her character as such through the System, as long as he/she assigns a new Main User.

4.2. Users Faculties.

- 4.2.1. Only the Users with Payment permissions and the Users with Technical permissions will be able to accept or to reject such assignment at the moment of being designated, either through the System or by requiring the Main User to revoke their assignment. This acceptance or rejection will only be done by the User with Payment permissions and/or the User with Technical permissions when it is assigned to a Main User for the first time.
- 4.2.2. The Main User and/or Users with Payment permissions, according to each case, will be the only ones able to require a Domain Name Status modification, from Initial Suspension and/or Final Suspension to Active, by the registration of the Service Order and/or its payment, according to its case.
- 4.2.3. The Main User and/or User with Payment permissions are able to register Service Orders and he/she shall only be able to consult or reject those that he/she has created; as well as having access to the corresponding invoices.
- 4.2.4. The Main User and/or User with Technical permissions can perform the assignment and modification of the DNS server information and/or the DS Records.

4.3. Users and Contacts Obligations.

- 4.3.1. The Users will have to keep their data updated for each Domain Name as well as the data regarding the Contacts, since it is of extreme importance to be aware of any information related to the Domain Names, including payment notices. Also, they agree to accept the provisions of sections 5.2.3 and 5.2.4 of this policy.

- 4.3.2. The Users and the Contacts for each Domain Name accept that the Registrant will be considered as the Domain Name holder.
- 4.3.3. The Main User and/or the Users with Payment permissions are responsible of attending the payment notifications, elimination warnings due to non-payment, as well as other operations and notifications corresponding to the Service Orders.

5. REGARDING THE DOMAIN NAMES REGISTRATION.

- 5.1. By the acceptance Akky does of an application for a Domain Name registration, it is recognized that the Registrant has the right to use, and to enjoy the Domain Name; nevertheless, this acceptance does not include the faculty to transfer the Domain Name property rights, nor the necessary information to conduct the Domain Name has been already provided.
- 5.2. By the request of one or more Domain Names registration, it is understood that the Collaborators in the Domain Name Management know and accept:
 - 5.2.1. That each Domain Name, either proposed or registered, complies with the Policies at all times.
 - 5.2.2. The express commitment to comply and to be bound by the Policies, without any exceptions or reserves.
 - 5.2.3. That the statements made for the Domain Names during the registration procedure are certain, accurate and complete. Also, they accept the obligation to update such declarations, in order to ensure that it remains at all times correct and accurate during the registration period and during its coverage period.
 - 5.2.4. That the breach of the previous section is a cause to apply the False Information Process.
 - 5.2.5. That when a User Account and password are registered through Akky, the responsibility is assumed to keep its confidentiality, therefore, the Registrant shall be solely responsible for the User Accounts and passwords of the Domain Names in which he/she is appointed as Registrant.
 - 5.2.6. That they are of legal age and they are in full use of their legal capacities.
 - 5.2.7. That to their knowledge and understanding, neither the Domain Name registration nor the way it is used violates directly or indirectly the rights of a third party.
 - 5.2.8. That they do not register the Domain Name(s) with illicit aims.
 - 5.2.9. That they do not acquire intellectual property rights and that it is the sole responsibility of the Registrant to make sure there is no violation to any industrial or intellectual property rights, as well as to the applicable national and international laws.
 - 5.2.10. That the Registrant is the only responsible for the use of the Domain Name and sub-domains that are delegated, as well as the services they provide to their clients and/or users; and in such use, the Registrant becomes responsible not only of his/her own acts but of those of his/her Users, Contacts, employees, agents, relatives and/or third parties. Also, the Registrant is committed to hold harmless and release the Responsible Entities of all liability related with any and all actions arising with the use and/or registration of the Domain Names.
 - 5.2.11. That they authorize that the Main Data of the Domain Name(s), as well as the data related to the registration, due date, and modifications of the Domain Name(s) will be displayed in the WHOIS database or be published, reproduced, disclosed or communicated by the Responsible Entities, in accordance to the Privacy Notice.
 - 5.2.12. That any detail or information provided by the applicant, the Registrant, the Users or any information generated in the databases of Akky's System related to the Domain Name(s) can be sent to the Responsible Entity or any authority that requests it.

- 5.2.13. Submit themselves to the Domain Name Dispute Resolution Policy and Rules defined by the corresponding Registry. In addition, they accept any resolution derived from these, or from the established procedures in the Policies, neither reserving action nor right to exercise against Akky, the corresponding Registries, the dispute resolution services provider at issue, the group of experts nor any of the members of this group.
- 5.2.14. That the email is the only official communication method with Akky. In cases where the exchange of physical documents is necessary, a mail service or courier delivery will be used to record the dates of shipment and delivery.
- 5.2.15. That he/she can receive notifications directly from the corresponding Registries.
- 5.2.16. That the corresponding Registries may migrate the Domain Names from Akky to another Registrar when Akky ends its relationship with any of these Registries.
- 5.2.17. That they fulfill all the requirements to register and/or use the registered Domain Name(s) in accordance with the Policies; and in case that they do not fulfill such requirements the Domain Name(s) may be eliminated by the Responsible Entities.
- 5.2.18. That they will maintain the Responsible safe and harmless of any liability that could arise in relation to the Domain Name, and that they are not going to protest or initiate, direct or indirectly, any type of claim, action, lawsuit, or procedure against these Entities.
- 5.2.19. That they shall indemnify and hold harmless the Responsible Entities from any conflict that might arise, direct or indirectly, due to the activities established in the Policies and/or in relation to the Domain Name(s). In addition, the Registrant will have to pay or refund to the corresponding Entities, as soon as the payment is required, all the expenses, charges, fines, indemnifications, attorney's rates and any other professional's rates or applicable compensation.
- 5.2.20. That the Responsible Entities are never liable, in any case, of any direct, indirect, special, punitive, exemplary and/or consequential damage, including but not limited to damages generated by the loss of use, profits, income and/or damages to third parties.
- 5.2.21. That all the communication shall be in Spanish; nonetheless, Akky will be able to answer messages originally written in a language different from Spanish when considered necessary.
- 5.2.22. That the Registrant may be subject to several surveys related to the Domain Names service and/or any other aspect related to marketing, improvement, advertising, feedback and/or evaluation of Akky.
- 5.2.23. That the only holder of the Domain Name is the Registrant.
- 5.2.24. That they are the sole responsible for the treatment of personal data that they have access to, by virtue of their relation with Akky, as well as of their protection, and that their treatment is made with all the secrecy and security deserved in accordance to the provisions of the applicable legislation.

6. REGARDING THE DOMAIN NAMES REGISTRATION REQUESTS.

6.1. Requirements.

- 6.1.1. All applications for registration must be submitted through the System or Akky alternative mechanisms established for the benefit of its customers. It is an essential requirement to provide the data that Akky requires from the Collaborators in the Domain Name Management when applying for a registration of a Domain Name.
- 6.1.2. The Applicant can provide the DNS service name for the requested Domain Name(s). Glue Records can only be created during the DNS modification for a Domain Name.

- 6.1.3. Some Domain Names Classifications may have additional requirements, which are detailed in the corresponding Annexes. For the ccTLDs, see Annex of this policy.
- 6.1.4. If a Domain Name request does not fulfill with the Classifications' requirements described herein, the Domain Name request will not be accepted and there will be no responsibility of Akky towards this request, except to provide information related to the rejection of the registration. The Applicant must fill another request with the necessary requirements to be reviewed by Akky. Akky reserves the right of not processing the requests received by different mechanisms from those described herein.
- 6.1.5. When requesting the Domain Name registration, without providing at least one DNS or without having paid the rate(s), surcharges, commissions or any other due amount, it will be understood that such Domain Name could not be resolved by the DNS of the corresponding Registries.

6.2. Procedure.

- 6.2.1. The registration requests received by Akky will be processed in the order in which they are received according to the TLD and the corresponding classification, applying the policies described in document RFC 1591 regarding the attention order of the requests.
- 6.2.2. There will not be admitted any requests for Domain Names that are already registered in the corresponding Registry and/or that the specific Registry does not offer it/them as available for their registration.

6.3. Classifications.

- 6.3.1. The Domain Names will be registered only if they fulfill the requirements established by the corresponding Registry.
- 6.3.2. The Classifications are subject to modification with due notice through Akky's Website.

7. REGARDING THE PAYMENT OF DOMAIN NAMES FEES.

7.1. Fees.

- 7.1.1. The fees for the provision of the services related to the administration of the Domain Names will be applied, they will be shown to the user before concluding the payment of their purchase or renewal in the summary of the cart.
- 7.1.2. There are different types of fees according to the service to contract and its coverage, among those are the following:
 - 7.1.2.1. Registration Fee. Amount that will be paid in Mexican currency for concept of a Domain Name registration.
 - 7.1.2.2. Renewal Fee. Amount that will be paid in Mexican currency for concept of Domain Name renewal. It applies when the paid coverage period for a Domain Name registration has already concluded.
 - 7.1.2.3. Restore Fee. Amount that will be paid in Mexican currency for concept of recovery of a Domain Name, when the Registration Rate or the Renewal Rate was not paid in due time. This rate will be determined in accordance with the time elapsed after the Final Suspension or Pending Payment of Domain Name Status with Surcharge, whenever its recovery is possible.
 - 7.1.2.4. Transfer Fee. Amount that will be paid in Mexican currency for the Domain Name transfer application concept from another Registrar, to be managed by Akky.
 - 7.1.2.5. Coverage Extension Transfer Fee. Amount paid in Mexican currency for concept of extending the coverage period in a Domain Name requested for transfer to Akky. This rate will be determined according to the coverage period selected.

7.1.3. Any change in the Domain Names rates will be announced on Akky's Website. The implementations of these changes are not retroactive.

7.2. Collection notices.

- 7.2.1. In accordance with section 5.2.14 of this policy, Akky will only make notifications to the main e-mail in the User Account and/or Payment Users with permissions as appropriate for each Domain Name. Such notices will be sent at the following regularity:
 - 7.2.1.1. First collection notice: thirty (30) Days before the due payment date of a Domain Name.
 - 7.2.1.2. Second collection notice: fifteen (15) Days before the due payment date.
 - 7.2.1.3. Last collection notice: five (5) Days before the due payment date.
 - 7.2.1.4. In the expiration date of the Domain Name.
 - 7.2.1.5. After fifteen (15) days following the expiration date of the Domain Name, indicating that it has incurred on a payment default surcharge.
 - 7.2.1.6. Three (3) Days before the Preview Elimination of the Domain Name, unless a Services Order is received and processed, from this notice it is included a copy of these reports to the Registrant.
 - 7.2.1.7. In the elimination date of the Domain Name.
- 7.2.2. Sending the notices established above will not apply when generating and/or processing a Services Order.

7.3. Payments and Services Order.

- 7.3.1. In order to process the payments it is necessary to make a Services Order through the System.
- 7.3.2. At the time of the Services Order creation, the Main User and/or User with Payment permissions will be required, as appropriate, to recognize that the Registrant is the Domain Name holder.
- 7.3.3. The Services Order is effective for a period of ten (10) Days except when the Domain Name is in the Payment Pending with Surcharges or Final Suspension Domain Name Status.
- 7.3.4. The rate payment must be made within the following deadlines:

Service	Payment due date
Domain Name Registration	Fifteen (15) Days.
Domain Name Renewal	Up to one (1) Day before the expiration date of the Domain Name.
Domain Name Transfer	During the valid period of the Services Order.

- 7.3.5. It is stated that the payment has been made when Akky receives the according proof from the banking institution or corresponding through the mechanisms established between them (banking institution and Akky), this accreditation may take approximately three (3) business days to take effect.
- 7.3.6. The payment must be made in Mexican currency according to the exchange rate set up in the System at the moment of making the Services Order.
- 7.3.7. 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.

- 7.3.8. 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.
- 7.3.9. In order to process the automatic renewal, Akky Will use the Openpay® services as the operator of these credit and debit card payments.
- 7.3.10. It is the responsibility of the Main User and/or Users with Payment permissions, as appropriate, to make the payment before the due date of the Services Order and during the term established in the table of section 7.3.4 to avoid the suspension of the service, in accordance with the provisions of section 9.1. The payments received related to expired Services Order will not be recognized.
- 7.3.11. When the Domain Names Status is Final Suspension, as well as Payment Pending with Surcharges, an additional surcharge will be made corresponding to 50% of the fee shown in the cart summary by the Registry and / or the Renewal of a domain name, the Domain Name will only be reactivated when the corresponding payment has been made.
- 7.3.12. It is understood that a Services Order is not valid when:
 - 7.3.12.1. It does not fulfill the provisions of section 7.3.1. and/or,
 - 7.3.12.2. The payment made is not enough to cover the corresponding rates.
- 7.3.13. The payment of a not valid Services Order will not modify the deadline to make the payment.
- 7.3.14. In case of bounced checks by the bank or credit cards charges that the client claims or denies, the respective Services Order will be cancelled, being the responsibility of the Main User and/or User with Payment permissions, as appropriate, to generate a new Services Order.
- 7.3.15. The payments made will not be refundable or transferable.
- 7.3.16. The Services Order can only be consulted and/or cancelled by the Main User or User with Payment permissions that generated it. The system will update the status of the domains covered by the Service Orders

7.4. Invoices.

- 7.4.1. Akky will issue invoices in electronic format as proof of the received payments, which will be available through the System. In the event that the Main User and/or Users with Payment permissions require a printed copy of the invoice, it must be requested by email to payments@akky.mx, subsequently, it can be collected in Akky's facilities in the days and hours established by Akky for this purpose.
- 7.4.2. The invoices will be issued by Akky within a maximum period of five (5) business days after the corresponding payment has been made.
- 7.4.3. The invoices may only be consulted by the Main User and/or Users with Payment permissions that have generated it.
- 7.4.4. In the event that the Main User and/or User with Payment permissions, as the case may be, request invoices for the payments made, the notices informing them that these proofs of payment have been issued and are available for consultation will be sent to the registered email address of the person that created the

Services Order, once the payment has been made and has been registered, according to section 7.3 of this policy.

- 7.4.5. It is the sole responsibility of the Main User and/or the Users with Payment permissions, according to each case, to provide and/or update, through the System, the necessary, complete and accurate information for the issuance of the corresponding invoice, before the banking institution selected for making the payment confirms to Akky that the payment has been accredited.
- 7.4.6. In case the information is not updated and/or received, according to the above section, the Collaborators in the Domain Name Management release Akky of any liability regarding the issuance of the invoice and the lack of compliance with the obligations of the Main User and/or Users with Payment permissions.

7.5. Payment Methods.

- 7.5.1. The payment methods accepted by Akky for each TLD are described on Akky's Website, therefore, any other method of payment which is not published will not be accepted.
- 7.5.2. The authorized payment method may vary depending on the Domain Names Status: Pending Payment with Surcharges, and/or Final Suspension.
- 7.5.3. For Domain Names that have changed to Eliminated Status and therefore it is necessary to cover the Domain Name Recovery fee, Akky will show the payment methods available for the selection in the shopping cart. These forms of payment may prevail for a period of up to one (1) year after their elimination date.
- 7.5.4. Akky reserves the right to temporarily suspend or eliminate any payment method, through a notification on Akky's Website, only processing those payments corresponding to Services Order generated before the publication of such notification.

7.6. Regarding Surcharges due to Non-payment.

- 7.6.1. When the Domain Name has not been paid in the established term in this policy, additional surcharges will be assigned to it according to the Domain Name Status, in accordance with what is shown in the cart summary:
 - 7.6.1.1. Surcharge on the Domain Registration Payment. An additional charge will be generated when the payment for the Domain Name registration is not made during the term established as Pending Payment, equivalent to fifteen (15) Days and represents 50% of the corresponding fee for the payment of the registration of a Domain Name. The Domain Name will be activated once the corresponding payment has been made.
 - 7.6.1.2. Surcharge on the Domain Renewal Payment. An additional charge will be made when the payment for the Domain Name renewal is not made during the term established as Initial Suspension, which will last for a maximum of fifteen (15) Days and represents 50% of the corresponding fee for renewal payment. The Domain Name will be activated once the corresponding payment has been made.

8. REGARDING THE DOMAIN NAMES MODIFICATIONS.

- 8.1. Modifications are any changes or updates concerning the Domain Name data.
- 8.2. It is important that the Users read and understand the procedures and considerations established in order to make Domain Name modifications as described in this policy.
- 8.3. Under no circumstance can the name of a Domain Name be modified.
- 8.4. The Registrant, Main User and/or Users with Technical permissions of the Domain Name are the only authorized to make the allowed modifications to the information regarding

- a Domain Name, through the System and/or the processes established for this purpose as it applies.
- 8.5.** The Users in accordance with the Security Level configured in the User Account, must enable the management operations in order to request a modification on a Domain Name.
 - 8.6.** The modifications which can be made to the Domain Name through the System are:
 - 8.6.1.** Add, eliminate or modify DNS Name servers. Akky is not responsible in any way if the DNS does not resolve with authority to the Domain Name to which they are related.
 - 8.6.2.** Add, eliminate or modify the DS Records.
 - 8.6.3.** Enable or disable the Transfer Lock.
 - 8.6.4.** Main User Change. The Main User and the Registrar are the only ones authorized to request the Main User change; the Registrar, by using the Authentication Process and the Main User through the System, according to the provisions in this policy. If a Main User change is made, the Users with Payment permissions and the Users with Technical permissions assigned by the Main User to the Domain Name(s) in which the Main User is changed will be automatically disabled. However, the Contacts related to a Domain Name will continue to be linked to the same, regardless of the change made in the Users, being the new Main User able to access and/or modify the information of the Contacts, according to sections 5.2.3 and 5.2.4.
 - 8.6.5.** Changes in Users with Payment permissions, Users with Technical permissions and/or Contacts. The Main User will be the only one authorized to revoke the designation of one or various Users with Payment permissions, Users with Technical permissions and/or Contacts through the System, either when the action has been requested by any of them, by the Registrant or by the initiative of the Main User. In the event that the change has been requested by the Users with permissions of Payment and/or the Users with Technical permissions and/or the Contacts, the Main User must make the corresponding modification in a maximum period of five (5) business days after he/she receives the revocation request. If there is no response to the request of revocation made, the Users with Payment permissions, the Users with Technical permissions and/or the Contacts may request the revocation of their assignment sending an email to: ayuda@akky.mx. After its reception, Akky will inform the Main User about the revocation request received, giving him/her a maximum period of five (5) business days to assign someone else. When it refers to the revocation of the Contacts, and the Main User does not perform it within the stipulated timeframe, Akky will assign the latter in this role; having, the Main User, the obligation to notify the Contacts about the revocation made. If it is about the revocation of the User with Payment permissions and/or the User with technical permissions, Akky will only revoke the assignation and will notify it to the corresponding User.
 - 8.7.** Akky will only send notice regarding a Domain Name modification to the User that made it, when the same is requested within the process.
 - 8.8.** No modification to the Registrant associated to a Domain Name can be made through the System; in order to make such modification, the Authentication Process described in section 12.4 of this policy must be followed.
 - 8.9.** When the corresponding Registries notify Akky that the elimination of a DNS associated to a Domain Name must be made, Akky will make that elimination, and the Main User and/or Users with Technical permissions of the Domain Name, may modify the Domain Name in order to add a new DNS, except when the Domain Name is in a Status that prevents making this modification.
 - 8.10.** Akky may modify a Domain Name when the Intellectual Property dispute resolution services provider indicates it.

9. REGARDING THE DOMAIN NAMES SUSPENSIONS AND ELIMINATIONS.

9.1. Suspension means the deactivation of the Domain Name to be resolved by the Internet DNS associated to the Domain Names and the inability of a third party to request and/or register it. Furthermore, when Akky performs the suspension of a Domain Name, it may, at its consideration, disable any modification to the Domain Name.

9.1.1. A Domain Name may be suspended:

9.1.1.1. When the payment of the rate was not made during the period to make the payment in the due date of the Domain Name. The Suspension Term for the Domain Name will be of fifteen (15) Days after the period to make the payment, being this the Initial Suspension, and only the Main User or the Users with Payment permissions may reactivate it within those fifteen (15) Days if they register the corresponding Services Order and subsequently perform the accreditation of the payment.

9.1.1.2. When any rate has not been paid, no later than fifteen (15) Days after the initial suspension has initiated, being this the Final Suspension. The additional suspension time may be up to fifteen (15) Days, and only the Main User and/or Users with Payment permissions can reactivate it within this period of time, by making the payment of the pending rates and surcharges.

9.1.1.3. Due to a resolution issued by an Authority.

9.2. Elimination means the deactivation of the Domain Name to be resolved by the Internet DNS, making this Domain Name available to be requested by a third party. A Domain Name may be eliminated:

9.2.1. At the request of the Domain Name Main User, according to the following:

9.2.1.1. This request must be made by the Main User through the System. For the Main User to be able to send this request, the Domain Name must not have any pending payments, and it may not have contracted the Advanced Security Service. The Main User in accordance with the Security Level configured in the User Account, must enable management operations in order to be able to request the Domain Name elimination. The Registrant will only receive notice of the elimination request made by the Main User.

9.2.1.2. Akky will not process the elimination requests received by any mechanism different from the System.

9.2.2. Due to a resolution issued by an Authority.

9.2.3. After the expiration of the specified term set by the corresponding Registry regarding its final elimination.

9.2.4. When Akky needs to communicate with the Collaborators in the Domain Name Management, and any of them did not respond, the Domain Name may be eliminated fifteen (15) Days after the communication. Akky may also eliminate the Domain Name in the event that Akky does not receive the required or sufficient documentation for a process resolution.

9.2.5. When the Applicant and/or the Collaborators in the Domain Name Management breach any of the sections established in this policy.

10. REGARDING THE DOMAIN NAMES RESTORE.

10.1. The restore of a Domain Name consists in changing the Status of Previous Removal and/or Removed (within Akky) to Active, upon the payment of the Restore Fee, as long as the corresponding Registry allows it or the Domain Name has not reached the Status of Eliminated in the Registry of the TLD that administrates it, namely, the Domain Name is available for registration again.

- 10.2. The restore of a Domain Name can only be requested through the System by the Main User that used to administrate the Domain Name before its Elimination.
- 10.3. The domain Restore Fees will be shown in the cart summary.
- 10.4. When restoring a Domain Name, the coverage will be extended one (1) year at no cost, as long as the Maximum Coverage Domain Name allows it.

11. REGARDING THE DOMAIN NAMES TRANSFERS.

- 11.1. Transfer means the change in the Domain Name administration from one Registrar to another.
- 11.2. By requesting the transfer of one or more Domain Names, it is understood that the Collaborators in the Domain Name Management know and accept the necessary requirements in order for the transference to be made between Akky and another Registrar.
- 11.3. The Main User can manage two types of transfers: those which have been requested and those which have been received.
- 11.4. Requested transfer means a request made by the Main User through the System in order to transfer to Akky a Domain Name which is managed by another Registrar.
 - 11.4.1. To be able to make a transfer request it is necessary to have the Authorization Information (EPP Code) of the Domain Name to be transferred. In addition, it will be mandatory, according to the TLD, to consider the restrictions described in the corresponding Annex.
 - 11.4.2. In order to request the transfer of a Domain Name it will be necessary to cover the Transfer Fee that Akky indicates in the purchase summary
 - 11.4.3. A transfer request may be canceled by the User that created it; or will be automatically cancelled when the related Service Order expires.
 - 11.4.4. Akky will not refund nor transfer any amount paid for the request, even if it has not been completed.
 - 11.4.5. Once completed the transfer process, Akky will place the Transfer Blocking in Active mode, being subject its modification to Inactive in accordance to the established in these Policies and the guidelines of the corresponding Registry.
- 11.5. Domain Name transfer received means a request submitted for which a transfer of a Domain Name managed by Akky to another Registrar is attempted.
 - 11.5.1. The Domain Name Main User may request the Authorization Information (EPP Code) through the System. In order to be able to fulfill this request the Domain Name must be under the management of the Main User making the request. The Authorization Information (EPP Code) is only sent to the Registrant of the corresponding Domain Name.
 - 11.5.2. Akky will notify the Main User by email that a transfer request has been received, stating the deadline for its authorization or rejection.
 - 11.5.3. It's mandatory that the Transfer Blocking will be modify from Active to Inactive by the Main User at the System.
 - 11.5.4. A received transfer request can only be authorized or rejected by the Domain Name Main User.
 - 11.5.5. If the Main User does not authorize or reject the transfer before the expiration date of the request, Akky will process automatically the transfer request on its expiration date. It is necessary that the section 11.5.3 has been made for the transfer to take place successfully.
 - 11.5.6. The Main User may determine whether or not he/she wants to receive Domain Name transfer requests, for which purpose he/she may consult and modify the status of the Transfer Lock in the System.

12. REGARDING THE HOLDERSHIP PROCESSES.

12.1. *General Aspects.*

- 12.1.1. Akky reserves the right to not resolve any process stated within this policy whenever Akky considers that the case goes beyond its authority; or a better right on behalf of the applicant is not established.
- 12.1.2. Procedures will not be analyzed if the documentation received is not correct nor complete, or if it is assumed that all or part of it is forged or does not comply with the aforementioned requirements. Furthermore, Akky may take all necessary actions before the relevant authority when it is assumed that all or part of the documentation is forged or has been manipulated.
- 12.1.3. Akky may request, at any time, the delivery of additional documentation to the specified for each of the processes, if deemed necessary.
- 12.1.4. When starting a process, Akky will disable the possibility of making any modification to it, and will enable it again at the completion or the cancellation of this process.
- 12.1.5. The Domain Name subject to a process will continue active until the conclusion of the corresponding process.
- 12.1.6. When a Domain Name is under any of the following processes: Disputes Process regarding Domain Names Holdership, Registrant Authentication Process or False Information Process or the Change of Management of a Domain Name assigned for a Registry; Akky will change the Status of the Domain Name to Administrative Process.

12.2. *Dispute Process regarding Domain Names Holdership.*

- 12.2.1. In the event of any dispute between the Registrant and a third party regarding the Domain Name Holdership (except those referring to the Intellectual Property which are mentioned in section 12.3 of this policy), whoever seeks the holdership of a Domain Name must apply for the beginning of a Dispute regarding Holdership by sending an email to disputas@akky.mx.
 - 12.2.1.1. Akky will start the procedure by sending an email to both parties (the current Registrant and the person starting the dispute) requesting the documents proving their holdership, which are limited to:
 - 12.2.1.1.1. The XML and PDF of the invoice issued by the third party who registered the Domain Name for the last coverage period paid, in which it is specified.
 - 12.2.1.1.2. Certified copy of contracts or agreements executed between the parties where the Domain Name is specified.
 - 12.2.1.2. In case the dispute is originated because of the termination of an employment relationship between the Registrant and a third party, it is necessary to be demonstrated with the necessary documents that the Registrant had in fact an employment relationship with the latter, in conjunction with at least one of the following assumptions:
 - 12.2.1.2.1. That the Registrant was given the registration task or the Domain Name administration.
 - 12.2.1.2.2. That the invoice in which it is specified the last coverage period of the Domain Name is in the third party's name.
- 12.2.2. Akky must receive this documentation, by mail or courier service within the following fifteen (15) Days.
- 12.2.3. After the aforementioned term, Akky will resolve about the holdership in favor of whoever has a better right concerning the Domain Name, based upon the received documentation.

12.3. Dispute Process regarding Intellectual Property of Domain Names.

For the resolution of any dispute resulting from an infringement of intellectual property rights, the policy for dispute resolutions concerning Domain Names and regulations defined for such purposes by the corresponding Registry will apply.

12.4. Registrant Authentication Process.

- 12.4.1. The registrant shall request the start of the Authentication Process, either by sending an email to autenticacion@akky.mx enclosing the documents listed in sections 12.4.3 and 12.4.4, according to the type of person to be authenticated, or by telephone, calling the telephone numbers that are published in the "Contact Us" section Akky's Web site, which also prompted the sending of such documentation.
- 12.4.2. Akky will send by email to the Registrant's account or to the account designated by the Registrant for purposes of monitoring this process, the Request Modification-R, using the digital mean that you consider appropriate for your shipment, to confirm that the information to make changes through this Authentication Process is correct and complete, requesting to the Registrant the following documentation:
- 12.4.3. In the case of a moral person, digitized copy of:
 - 12.4.3.1. Complete Incorporation Agreement.
 - 12.4.3.2. Power of attorney, with full powers of administration.
 - 12.4.3.3. Current official identification of the legal representative. The representative's name must be identical both in identifying and in the power.
- 12.4.4. In case of a natural person, simply digitized copy of:
 - 12.4.4.1. Current official identification that shows the registered address on the System for the Registrant.
 - 12.4.4.2. If the official identification does not match with the registered address, you need a proof of the address that corresponds to the one registered in the System, no more than three (3) months, with payment stamp ticket, or online payment screenshot. For these purposes, Akky consider valid service vouchers relating to electricity, water and drainage, settled telephone service and/or natural gas.
- 12.4.5. When it comes to modifying a Registrant of an EDU.MX domain, you must submit:
 - 12.4.5.1. Recent dated letter that includes the place of issue, with the letterhead and seal of the Educational Institution, addressed to Akky Una Division de NIC Mexico, where the domain name to be modified is specified, the update of the Registrant's information is requested, as well as a new Primary User is established. The letter must be signed by the Director or Legal Representative of the Institution and must contain his or her full name, as well as the position he / she has in it.
 - 12.4.5.2. Copy of the inscription in the National Educational System; You must present your registration or proof of Work Center Code (CCT), or the Official Validity Recognition of Studies (RVOE) of any of its educational programs, creation decree or Official Journal of the Federation (DOF). In the case of being a job training center or a technical education institution, you must present the certificate issued by the Competent Authority so that the courses or education provided are valid at the national level.
 - 12.4.5.3. In the event that in the copy of the CCT and / or RVOE, or in the certificate issued by the Corresponding Authority, the person signing the Request Letter is not mentioned, as well as the position he or she holds within the educational institution or training center, It is necessary to present a copy of the appointment of said person.

- 12.4.5.4. Copy of the current official identification of the person signing the letter
- 12.4.6. When it comes to the modification of a Registrant of an GOB.MX domain, it must present:
 - 12.4.6.1. Recent dated letter that includes the place of issue, with the letterhead and seal of the Government Unit, addressed to Akky Una Division de NIC Mexico, specifying the domain name to be modified and requesting the update of the Registrant's information, as well how as a new Primary User is established. The letter must be signed by a Representative of the Entity and must contain his or her full name, as well as the position he / she has in the Unit.
 - 12.4.6.2. Copy of the appointment as Representative of the Entity, of the person who signs the letter.
- 12.4.7. In the case of a person or organization registered with the Federal Telecommunications Institute (IFT):
 - 12.4.7.1. Recent dated letter that includes the place of issue, with the letterhead and stamp of the person or entity that issues it, addressed to Akky una Division de NIC Mexico, specifying the domain name to be modified, requesting the update of the information of the Registrant, as well as establishing a new Primary User. The letter must be signed by the owner or the Representative of the organization, and must contain his or her full name, as well as the legend of the Owner or Legal Representative as appropriate.
 - 12.4.7.2. Copy of the Registry before the IFT.
 - 12.4.7.3. In the event that the owner of the registration before the IFT is a legal person, a copy of the Power of Attorney, with broad powers of administration (simple copy that includes the seal and folio number of the Public Registry of Property and Commerce) .
 - 12.4.7.4. Copy of the current official identification of the person signing the letter.
- 12.4.8. The documentation submitted is valid only for the process in question. Akky will not retain in its records the requested copies once the process is finished regardless of its resolution
- 12.4.9. It will be considered the start date of the Authentication Process, the date of receipt of confirmation of data validation issued by the Registrant in the System, by using the Process Identification Number (PIN) provided by Akky.
- 12.4.10. The Registrant must enter its response to the confirmation of the validation data using the System over a period not exceeding two (2) days counted from the date of delivery by Akky. If there is no response from the Registrant the Modification Application-R will be canceled.
 - 12.4.10.1. The Registrant shall have a maximum of fifteen (15) Days, counted from the day following the date of initiation of process to send:
 - 12.4.10.2. The documentation requested depending on the Registrant to be processed by email, digitized.
- 12.4.11. Once the Authentication Process is initiated, the confirmation of the new Registrant will be required through an email to validate the acceptance of the assignment as the new holder of the Domain Name (s), your data in accordance with point 5.2.3, as well as the acceptance of the present Policies, this must be accomplished during the Authentication Process. In the case of not receiving the new Registrant acceptance, Akky will not be able to proceed with the requested changes.
- 12.4.12. The Request for Modification-R, which must contain the digital signature of the Registrant as similar to the signature placed in the attached documentation that proves their identity and be sent using the digital medium that Akky determines

- for receipt. If the documentation is not received by the deadline, the process will be canceled.
- 12.4.13. In the case that the Authentication Process is not decided in favor of the Registrant once finished the Process, and is requested to start again another Authentication Process by the same Registrant, Akky preliminary will required the documentation before proceeding to start the Process.
 - 12.4.14. In case of death of the Registrant (holder) to assign a new Registrant will need:
 - 12.4.14.1. To start the process, send the following information digitized:
 - 12.4.14.1.1. Death Certificate.
 - 12.4.14.1.2. The documentation of the deceased incumbent specified in section 12.4.4.
 - 12.4.14.1.3. Current official ID of the applicant the assignment of entitlement.
 - 12.4.14.2. Before concluding the process, make digital delivery of the following documents:
 - 12.4.14.2.1. Request Modification-R with digital signature of the applicant for the assignment of entitlement.
 - 12.4.14.2.2. Notarized Public Certified Copy of the deceased Holder's documentation specified in section 12.4.4.
 - 12.4.14.2.3. Notarized Public Certified Copy of the death certificate of the Holder.
 - 12.4.15. In any case, Akky reserves the right to request additional information and/or documentation in accordance to the particular case.
 - 12.4.16. If authentication is decided to the Registrant, Akky will have a maximum period of five (5) Days, counted from such decision to make the requested changes.

12.5. False Information Process.

- 12.5.1. The False Information Process can be initiated at Akky's discretion or, when due to information submitted by a third party, becomes aware that one or more Domain Names are in any of the conditions described below:
 - 12.5.1.1. Providing incorrect, false or inaccurate information in the Domain Name request, or in the information maintained in the WHOIS database;
 - 12.5.1.2. Does not comply with the description in section 5.2.3.
 - 12.5.1.3. Using a Domain Name for different purposes other than those established, or breaches any of the requirements set by each Registry.
- 12.5.2. When these assumptions are made known to Akky by a third party, he/she must notify Akky the breach detected in regards to one or several Domain Names, sending
- 12.5.3. by courier, the physical evidence proving this, and/or by email the digital evidence that contribute to confirm the False Information.
- 12.5.4. Akky, when receiving the corresponding proof documents, within the next ten (10) Days to the receipt date of such proof, may investigate and verify the trustworthiness of it.
- 12.5.5. If a breach is presumed, Akky will be able to proceed with the change of the Domain Name Status to Administrative Process within the next five (5) Days and will contact the Registrant, who will have a period of fifteen (15) Days to send Akky, through mail courier services, any corresponding proof that may verify that the Domain Name complies with the present policy.
- 12.5.6. At the end of this period Akky will resolve the False Information Process.
- 12.5.7. Depending on the object (Users, Contact, DNS, etc.) upon which the False Information Process was based, one or all of the Domain Names related to this object can apply the change of the Domain Name Status to Administrative Process.

12.6. Regarding the Change of Management of a Domain Name assigned for a Registry.

- 12.6.1. The Registrant or a third party claims the holdship and/or administration of one or more Domain Names arising of the Change of Management of a Domain Name assigned for a Registry to Akky.
- 12.6.2. The Registrant or a third party must request the start of this process by sending an email to titularidad@akky.mx, explaining the situation.
- 12.6.3. Akky may request the Applicant to send in the time established by Akky through email, the documents that it considers necessary to follow up the request.
- 12.6.4. Once the documents are received, Akky will review them and will respond notifying the steps to finish the process.
- 12.6.5. Akky will have a maximum period of five (5) business days, as from the day in which the resolution is issued, to perform the requested modifications.

ANNEX A. REGARDING TERRITORIAL OR COUNTRY CODE TOP LEVEL DOMAINS (ccTLD's)

1. DOMAIN NAME .MX

The register Domain Names under the ccTLD (country code Top Level Domain) .MX, is delegated to the Instituto Tecnológico y de Estudios Superiores de Monterrey, Campus Monterrey ("ITESM") by IANA (Internet Assigned Numbers Authority), function now performed by ICANN (Internet Corporation for Assigned Names and Numbers), in accordance with the principles contained in RFC 1591, and it is managed by Network Information Center, S.A. de C.V. ("Registry. MX"). This relationship, between ITESM and the Registry .MX, was established in November 2003 to carry out the functions related to the administration and registration of domain names under the ccTLD .MX, two-letter code assigned to each country, according to ISO 3166 (International Organization for Standardization), in this case México.

1.1. REQUESTS FOR DOMAIN NAME REGISTRATION.

1.1.1. Requirements.

1.1.1.1. The applications related to the registration of a Domain Name with the Classifications .NET.MX, .EDU.MX and .GOB.MX have particular requirements for their registration, which are established by the Registry .MX in its [.MX Domain Name General Policies](#), so Akky can't be flexible at the time of processing the registration applications in case they not meet all the requirements. The steps to follow for the activation of these domain names, are published in the FAQ section of Akky's Web Site.

1.1.2. Procedure.

1.1.2.1. Akky will e-mail a response for each request for registration. This confirmation does not imply that the application will be accepted. Akky is not responsible if the mail account provided by the User is not working.

1.1.2.2. Previous fulfillment of the requirements and within seventy-two (72) hours after receipt of the documents specified as a requirement by the Registry .MX, Akky will notify by e-mail to Collaborators in the Domain Name Management the acceptance or rejection of the application for registration.

1.2. MODIFICATION OF THE DOMAIN NAMES.

1.2.1. Domain Names with the Classification .NET.MX, .EDU.MX and .EDU.MX have particular requirements for update the Registrant information, as well as change the Main User, which are published in the FAQ section of Akky's Web Site.

1.2.2. In the modification of Domain Name it will be possible to link up to five (5) DNS and up to five (5) different IP addresses for each DNS.

1.2.3. The amount of DS Records that will be allowed to relate in the modifications of the Domain Names, will be in accordance with the established by the Registry of this TLD.

1.3. TRANSFER OF DOMAIN NAME.

1.3.1. The Registrants designation in the Domain Names with the Classification .NET.MX, .EDU.MX and .EDU.MX is determined by the Registry .MX, therefore, in the authorized transfer requests, Akky reserves the right to notify and request by email, to Those Who Collaborate in the Administration of a Domain Name of this Classifications, to change the Registrant through the process set out in ANNEX A section 1.2.1

- 1.3.2. In order to request a transfer of a Domain Name from another Registrar to Akky, it needs to be processed in a minor term of fifteen (15) Days after the Domain Name expiration date.
- 1.3.3. In order to receive a transfer request of a Domain Name from Akky to another Registrar, it's needed that the Domain Name is not in the Pending Payment or Pending Payment with Surcharges Status.

2. DOMAIN NAME .CC AND .TV

The Domain Name registration under ccTLD .CC and ccTLD .TV is designated according to the ISO 3166 for the Cocos (Keeling) Islands and Tuvalu respectively, both administered by Verisign Inc.

2.1. REGARDING MODIFICATION OF THE DOMAIN NAMES.

- 2.1.1. In the modification of Domain Name it will be possible to link up to five (5) DNS and up to thirteen (13) different IP addresses for each DNS.
- 2.1.2. The amount of DS Records that will be allowed to relate in the modifications of the Domain Names, will be in accordance with the established by the Registry of this TLD.

2.2. REGARDING TRANSFERS OF THE DOMAIN NAMES.

- 2.2.1. To request a transfer of a Domain Name it will be required that sixty (60) Days have elapsed as from the date of registration.
- 2.2.2. Transfer requests of Premium Domain Names or Domain Names with IDN will not be processed.
- 2.2.3. In order to process the Domain Name Transfer from another Registrar to Akky, it is necessary to make the request in a minor term of twenty (20) Days after the Domain Name expiration date.
- 2.2.4. When transferring a Domain Name to Akky that has more than five (5) DNS linked up, only the first five (5) DNS will be retained with their corresponding IP addresses.

2.3. REGARDING THE DOMAIN NAMES RESTORE.

- 2.3.1. The Restore of a Domain Name can delay a maximum period of seven (7) Days, from its request through the System.
- 2.3.2. Akky may require the Main User, even when the recovery has been done, to send within a specific timeframe, by email, additional information regarding the reason for the recovery of the Domain Name.
- 2.3.3. If the additional information is not submitted within the prescribed period, the recovery of the Domain Name will be canceled.
- 2.3.4. Akky will not refund or transfer payments received for the cancellation of a Domain Name recovery.

ANNEX B. REGARDING THE GENERIC TOP LEVEL DOMAINS (gTLD's)

1. GENERAL INFORMATION.

There are common guidelines to be fulfilled for some of the activities related to this kind of Domain Names' management.

1.1. REGARDING THE TRANSFER OF THE DOMAIN NAMES.

- 1.1.1. To make or receive a transfer request of a Domain Name, it will be necessary that sixty (60) Days have passed since:
 - a. The registration date.
 - b. The date of the last transfer.
 - c. The modification of any of the following Registrant information:
 - Registrant name.
 - Registrant email address.

The Registrant has the authority during the Authentication Process to determine the cancellation of the sixty (60) Days blocking in order to transfer again the Domain Name to another Registrar.

- 1.1.2. No transfer request will be processed for Premium Domain Names or Domain Names with IDN.
- 1.1.3. In order to process a Domain Name Transfer from another Registrar to Akky, it is necessary to perform the request in a minor term of twenty (20) Days after the Domain Name expiration date.
- 1.1.4. The administrative contact of a Domain Name related to a transfer request, must confirm its desire of transfer through the Form of Authorization (FOA), through the link which will be sent by email to the administrative contact's account registered in the System.
- 1.1.5. The Form of Authorization (FOA), will expire due to the next conditions:
 - 1.1.5.1. When passing five (05) Days period after being sent.
 - 1.1.5.2. The Domain Name has expired before the transfer concludes.
 - 1.1.5.3. The Domain Name has expired before the transfer concludes.
- 1.1.6. The transfer request of a Domain Name in which Akky cannot obtain automatically the administrative contact's email, will be placed in a pending status until Akky obtains this information, which will allow sending the Form of Authorization to the administrative contact. If Akky obtains this information, it will be sent.
- 1.1.7. Once the Form of Authorization is confirmed by the administrative contact of a Domain Name, Akky will send the transfer request to the Registrar that administrates the Domain Name.
- 1.1.8. When transferring to Akky a Domain Name that has more than five (5) DNS, only the first five (5) will be preserved with their corresponding IP addresses.
- 1.1.9. Akky will send the Form of Authorization confirmation to the Registrant and the Main User, when the Domain Name Transfer is concluded.

1.2. REGARDING THE WHOIS ACCURACY PROGRAM.

- 1.2.1. The Registrant and/or the Main User, as applicable, must comply with the email validation and verification process within fifteen (15) Days after to:
 - 1.2.1.1. A Domain Name registration.
 - 1.2.1.2. A Domain Name transferred to Akky.
 - 1.2.1.3. The reception of any change in the e-mail address of the Registrant or the Main User published in the WHOIS database.

- 1.2.2. To perform the verification process, Akky will send by email a link and the corresponding instructions.
- 1.2.3. Akky will send two (2) reminders, if the validation is still pending. The first one, five (5) Days after the start of the validation process, and the second one, three (3) Days before the deadline to be carried out.
- 1.2.4. In case the validation process does not get completed, Akky will stop publishing in the DNS the related Domain Names.
- 1.2.5. When Akky restores a Domain Name that has been deleted on the basis of submission of false contact data or non-response to Registrar inquiries, the Domain Name will be placed on Administrative Process status until the Registrant has provided updated and accurate Whois information.

1.3. REGARDING THE DOMAIN NAMES ELIMINATION

- 1.3.1. The Domain Name elimination will be performed once the thirty (30) day period for its payment is completed, where the Initial and Final Suspension status is presented.
- 1.3.2. When a Domain Name is eliminated their status will be Previous Elimination for nine (9) Days, after this period the Domain Name is removed from the Akky records. The Domain Name will be available for registration after a thirty five (35) Days period.
- 1.3.3. A Domain Name in the Previous Elimination status may be reactivated if the recovery process is carried out in accordance with Section 10 and Annex B paragraph 1.4 of the present policies.

1.4. REGARDING THE DOMAIN NAMES RESTORE.

- 1.4.1. The Restore of a Domain Name can delay a maximum of seven (7) Days from its request through the system.
- 1.4.2. Akky may require the Main User, even when the recovery has been done, to send within a specific timeframe, by email, additional information regarding the reason for the Domain Name recovery.
- 1.4.3. If the additional information requested is not submitted within the established period, the Domain Name recovery will be canceled.
- 1.4.4. Akky will not refund or transfer any payment received for a cancellation of a Domain Name recovery.

1.5. REGARDING THE HOLDERSHIP PROCESSES

- 1.5.1. In case that the Registrant starts an Authentication Process to modify one of the following data:
 - a. Registrant name.
 - b. The Registrant email address,Akky will enable a sixty (60) Days blocking to the Domain Name after the conclusion of the Authentication Process to avoid receive Transfer Requests from Akky to other Registrars.
- 1.5.2. The Registrant has the power during the Authentication Process to determine the cancellation of the sixty (60) Days blocking to the Domain Name in order it can be transferred again to another Registrar.
- 1.5.3. The new Registrant will have the faculty during the Authentication Process, specifically in the Acceptance of Ownership, to determine whether or not to authorize the publication of the information in the contact's Domain Name Registration Data Directory (RDDS) service.
- 1.5.4. It is optional for gTLDs Domain Contacts (.COM, .NET, .LAT) to publish the information of the Contacts: Registrant, Administrative and Technical, in the Domain Name Registration Data Directory (RDDS) service.

2. DOMAIN NAME .COM AND .NET

Verisign Inc, with its headquarters in Reston, VA, is the organization that manages the gTLD's .COM and .NET. In the beginning, the gTLD's .COM, was associated with companies or commerce.

The gTLD .NET is derived from the word "network". It was originally intended for organizations related to networking technologies, as is the case of the Internet service providers and other infrastructure companies. Nowadays, these TLDs are used in domain registrations in a general form, as there are no restrictions regarding its use.

2.1 REGARDING MODIFICATION OF THE DOMAIN NAMES.

- 2.1.1. In the modification of the Domain Names, it will be possible to link up to five (5) DNS and up to thirteen (13) different IP addresses for each DNS.
- 2.1.2. The number of DS Records that will be allowed to relate in the modifications of the Domain Names will be in accordance with the established by the Registry of this TLD.

3. DOMAIN NAME .LAT

ECOM-LAC (Latin America and Caribbean Federation for Internet and Electronic Commerce) is the organization that performs functions related to the administration and registration of domain names under the gTLD .LAT

The gTLD .LAT allows the organizations, businesses and projects to have presence on the Internet with Latin identity.

3.1. REGARDING THE MODIFICATION OF THE DOMAIN NAMES

- 3.1.1. In the modification of the Domain Names, it will be possible to link up to five (5) DNS and up to five (5) different IP addresses for each DNS.
- 3.1.2. The number of DS Records that will be allowed to relate in the modifications of the Domain Names will be in accordance with the established by the Registry of this TLD.

ANNEX C. AKKY'S WEBSITE ACCESSIBILITY.

1. Akky will hold a Website on Internet and will make its maximum effort that this Website can be seen from any browser used by its clients. Nevertheless, it is probable that some browser versions can have problems with some sections of the Website. With the purpose of avoiding these disadvantages, it is recommended to use some of the browser versions mentioned in:

<http://www.akky.mx/en/browsers>

2. Also, Akky will be able to place versions of its Website on Internet, in different languages than Spanish, only as a reference for its clients. These Websites will even be able to have functionality; nevertheless the only valid version concerning Policies, terms of use, warnings, notices and other information related to the activities performed by Akky will be the Spanish version.
3. Akky's Website is designed to browse during the session without having to use the browser buttons (back, forward, reload, and stop).
4. The availability of Akky's Website may be suspended by maintenances and/or updates; nevertheless, Akky will try to keep that interruption to a minimum.

ANNEX D. ADDITIONAL INFORMATION.

The additional and contact information about Akky is found in:

<http://www.akky.mx/en/ContactUs>

Update publication date: February 26th, 2021.

Effective as from: March 02nd, 2021.

*** 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 discrepancy between the Spanish version and the English version, the Spanish version shall prevail.**

RAR 0321