

POLICY REGARDING SMS ALERTS SERVICE

Policy to be in force in May 12th, 2012.

1. DEFINITIONS.

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

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 SMS Alerts Service.

1.2 Domain Services.

Services that may be contracted by the Main User, which are subject to the coverage period of a Domain Name that is administered in Akky, include Advanced Security, SMS Alerts and Custom DNS.

1.3 SMS (Short Message Service).

The text messaging system for mobile phones.

1.4 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 of 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 Name stated by the Main User during the process of contracting it through the System.

3.1.5. *Cancellation.*

The Main User may cancel the Service through the System.

3.1.6. *Access.*

In order to have access and to set up the Service, the Main User must use his/her User Account on 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 shown to the user before concluding the payment of their purchase or renewal in the cart summary.

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. 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 Service before their due date, by email, to the Main User and/or User with Payment permissions for each Domain Name associated with this Service. The sending of these messages is done in support of the Users for the payment of the service, so it is their responsibility to know the date of renewal of the service and to make the payment in a timely manner.
- 3.1.7.8. The compensation for the Service contracted will be proportional to its coverage period.

3.2. Particular Aspects.

- 3.2.1. The Service consists in notifying by SMS alert of certain management operations of the Domain Name related to the Service to the mobile phone number provided by the Main User.
- 3.2.2. The management operations of the Domain Name, which will be notified through this Service, are the following:
 - 3.2.2.1. Domain Name Modification (Contacts, DNS, transfer lock, permissions, among others).
 - 3.2.2.2. Domain Name Transfer.
 - 3.2.2.3. Notices concerning the expiration of a Domain Name and/or the expiration of some Domain Service.
 - 3.2.2.4. Domain Name payment notification.
 - 3.2.2.5. Final payment notice.
- 3.2.3. The Service is only available for mobile phone numbers registered in México and for the operators displayed in the System.
- 3.2.4. When the Main User contracts the Service, he/she will receive a confirmation of it through a SMS alert to the mobile number he/she has provided.
- 3.2.5. While performing the configuration, the Main User will determine in the System the schedule in which he/she wishes to receive the non-critical notices sent by the Service.
- 3.2.6. When critical management operations are performed, the SMS alerts will be sent at the time the operation is performed. The following management operations are considered as critical:
 - 3.2.6.1. Domain Name Modification.
 - 3.2.6.2. Domain Name Transfer Received.
 - 3.2.6.3. Domain Name Elimination.
- 3.2.7. The Registrant and the Users recognize and accept that the reception of the SMS alerts will depend exclusively on the corresponding mobile service provider.
- 3.2.8. The amount of SMS alerts that the Service includes and which will be sent to the mobile phone number indicated by the Main User will not have a limit.
- 3.2.9. Akky will have the right to suspend the Service in the event that due to the use given to the Service Akky can be affected, without any kind of refund for the discontinued Service.

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 Service.
- 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 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.

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