



PREMIUM EMAIL SERVICES POLICIES

Policies in force as of June 27th, 2020.

1. DEFINITIONS.

The terms defined in this section may be used in these policies both singular and plural.

The terms referred to in capital letters and without definition in these policies, will have the definition and meaning that has been given to them in the Akky Domain Name Policies, unless these are defined in any other way or limit said definition or sense.

All the headings used in these policies are used exclusively to facilitate their reading, but they are not taken into account for their interpretation.

1.1. *Email.*

Any message transmitted through the SMTP protocol defined in RFC 2821 or the RFC that updates or replaces it.

1.2. *DNS Records*

Records that are part of a domain zone file.

1.3. *Service Status*

The states that the Service may have during its validity are:

Active: The Service does not present any payment due. The DNS related to this service are being resolved on the Internet.

Pending Payment: The Service is Inactive because there is a Services Order and the banking institution has not reported to Akky the corresponding payment for contracting the service or its renewal. This status makes it impossible to modify the Service Configuration.

Suspended: The Service is Inactive because the term to make the payment for its renewal has passed. The DNS related to this Service are not being resolved on the Internet. This status will prevail until the corresponding payment is reported by the chosen banking institution to Akky.

Cancelled: The Service has been canceled by the user from the System.

Removed: The Service has been eliminated by the System because the term to make the payment has elapsed and it was not accredited.

1.4. *Plan*

Service modality with specific characteristics.

1.5. *RFC (Request For Comments).*

Technical or organizational note about the Internet whose central repository is at <http://www.rfc-editor.org>.

1.6. *Service*

The Custom Email Service allows the transmission of Email messages.

1.7. *Applicant*

The User who has contracted the Service through the System.

2. GENERAL PROVISIONS.

The Registrant and Users of a Domain Name in Akky declare that they know and accept these policies, in relation to the Domain Name service; as well as Akky's attributions to eliminate and/or modify them.

Any modification or update to the Policies published on the Akky Website will be notified by means of a notice five (05) days before the effective date, so that the Registrant and the Users express their disagreement. After the previous term, they will be bound under these new Policies, without it being necessary for Akky to make any other type of publication or notice. Akky may assign, transfer, compromise, transfer or alienate, totally or partially, the rights and obligations derived from the provision of the Service contained in the terms and conditions of these Policies, without prior authorization. If any of the above assumptions are fulfilled, Akky will communicate who is the new person responsible for the proper and timely execution of the activities related to the provision of the service, so the Applicant, the Users and / or the Registrar, if applicable, should be subject to the terms and conditions established in the Policies of the new person in charge.

Akky only administers the Domain Names space, and therefore, any consequence of the registration and / or use of the Service and / or of the Domain Names that constitutes or could constitute violations of the applicable legislation, is the exclusive responsibility of the Registrant, even and when the Domain Name with which this Service is configured is administered with another Registrar.

Akky reserves the right to review, remove, edit or block any material or information that Users publish, receive or send in contravention of any law, at the express request of an Authority or in case of abuse of the Service. Akky, at any time, may suspend, temporarily or permanently, and/or cancel access and/or use of the Service.

3. ABOUT SERVICE.

3.1. General Aspects.

3.1.1. *Contracting.*

3.1.1.1. The Service can be contracted by the Users through the System by selecting a Plan and adding it to the shopping cart, the Applicant must obtain the authorization of the Registrant to relate this Service to a Domain Name, which may be administered even with another Registrar. In addition to considering that, when contracting a Plan to relate it to a Domain Name, the Service accounts must correspond to the same type of Plan, that there is a maximum of up to 100 (one hundred) Service accounts and it does not compatible with other Email supplier.

3.1.1.2. Akky provides the benefit of the Custom DNS Domain Service for Domain Names administered in Akky and related to the service, which consists of hosting the DNS of a Domain Name on Akky's servers, when the Applicant is the Primary User Of the related Domain Names, it will be able to use all the functionality of the Custom DNS Domain Service. Otherwise, the DNS Records MX, CNAME, TXT necessary for the operation of the Service must be configured in the corresponding Domain Name.

3.1.2. *Coverage Period.*

The Applicant will choose the coverage period for the service according to the options determined by the system. The coverage period of the Service will begin on the date of request for contracting the Service.

3.1.3. *Renewal.*

At the end of the coverage period selected by the Applicant at the time of contracting, the Service may be renewed for periods offered by the System.

3.1.4. *Assignment.*

The Service will be assigned to the Domain Name indicated by the Main User, when making its configuration through the System, therefore, for the assignment of this service and its correct operation, the Applicant assumes the following responsibilities:

- 3.1.4.1. Ensure that the Domain Name related to this Service exists and has paid coverage with the corresponding Registrar.
- 3.1.4.2. Preserve the configuration of DNS Records MX, CNAME and TXT if the Domain Name is administered in Akky. If the Domain Name is managed by another Registrar, the User must enter the DNS Records information shown in the section [Help](#), in order that Online Store can resolve on Internet.
 - 3.1.4.2.1. 3.1.4.3. Akky reserves the right to modify or cancellate the Service assignment at request of the Domain Name's Registrant after carrying out the Ownership validation and the Registrant's authentication, by presenting the required or enough documentation for this purpose.
- 3.1.5. **Cancellation.**
 - 3.1.5.1. The Applicant can carry out the cancellation of the Service, which can be done at any time through the System.
 - 3.1.5.2. In the case of cancellation of the Service, the payment thereof will not be refundable or transferable.
 - 3.1.5.3. Akky reserves the right to cancellate the Service in accordance with point 3.1.4.3. of these policies

3.1.6. **Suspension**

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

3.1.7. **Elimination.**

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

3.1.8. **Access.**

To access and configure the service, Users must use their User Account in the System.

3.1.9. **Fees, terms and forms of payment.**

- 3.1.9.1. The rates and forms of payment will be shown to the user before completing the payment of their purchase or renewal in the cart summary.
- 3.1.9.2. The Applicant and the Users must cover the rate corresponding to the indicated service according to the coverage period.
- 3.1.9.3. 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.
- 3.1.9.4. 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.

- 3.1.9.5. In order to process the automatic renewal, Akky Will use the Openpay® services as the operator of these credit and debit card payments.
- 3.1.9.6. The Applicant and the Users acknowledge and accept that the payments made are not refundable or transferable to another Service. Akky may send notices or reminders regarding payment of the Service before expiration date via email to the Applicant. 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 make the payment in a timely manner.
- 3.1.9.7. From the date of contracting the Service, the User has the coverage period indicated in the Order of Services to pay for it.
- 3.1.9.8. There is a term of up to 15 (fifteen) calendar days after the Service Renewal date to make the corresponding payment.
- 3.1.9.9. The economic consideration of the Service will be proportional to the contracted coverage period.

3.2. Specifications.

- 3.2.1. The Service consists of transmission of Email messages, which may be consulted through different devices due to IMAP (Internet Message Access Protocol). There are different plans each with specific characteristics that are published through the Akky Website.
- 3.2.2. The characteristics of the Service may be modified in order to adapt them if technically necessary. Akky will notify through its website, when there is any improvement in the characteristics of this Service, so that users make the appropriate considerations.
- 3.2.3. Akky reserves the right to provide the Service with its own resources or with the support of providers.
- 3.2.4. To be able to contract and subsequently use the Service, it is necessary that the Applicant, on behalf of the Registrant, knows and accepts these policies for the use of the same, as well as the policies of the Custom DNS service. In the event that the Applicant and / or the Registrant do not agree in whole or in part with the provisions of this policy, they must refrain from requesting, contracting and/or using the Service.
- 3.2.5. Users will be able to make an upgrade to the contracted plan before concluding the period of validity selected at the time of contracting. This upgrade must be made for all Custom Email accounts related to a Domain Name. The system will show the amount to be paid according to the current rates at the time of the upgrade in the cart summary. Once the upgrade has been made, it will not be possible to return to the previous Plan.
- 3.2.6. Users accept that they are of legal age and in full use and enjoy their ability to exercise, otherwise they must refrain from using and/or requesting the Service
- 3.2.7. The configuration of the Service is done in 2 parts:
 - 3.2.7.1. Linking a Domain Name. This step could take time, so if it does, Akky would send a notification that the email box has been linked.
 - 3.2.7.2. Creating the email box. Users must indicate the Name of the Owner of the Email account, the Custom Email account and their password. This step could take time, so if it does, Akky would send a notification that the email box has been created.
 - 3.2.7.3. At the end of the configuration, the User could go to the Email box, which can be consulted directly at www.webmail.akky.mx. There are some resources such as the creation of email aliases, email re-sending, group lists, etc., for which it is necessary for the User to make the corresponding configuration.
- 3.2.8. By contracting the Service, the Registrant and the Users are responsible for the use they give to the Service, including the content, material and information that they publish; Additionally, they declare that it will be truthful, exact and complete at all times.
- 3.2.9. Users must guarantee that they or anyone who uses their User Account does not use it to send, publish or use information (data, images, audio or any other type of data):
 - 3.2.9.1.1. That affects in any way the image of Akky.

- 3.2.9.1.2. That affects the moral integrity of employees, directors, representatives, partners, suppliers, customers, or anyone who collaborates with Akky.
- 3.2.9.1.3. With obscene, defamatory, degrading content, or that violates the privacy of any person.
- 3.2.9.1.4. With content for which you do not have the corresponding rights (example: material protected by copyright).
- 3.2.9.1.5. That it was obtained as confidential and without the permission of the author or rights holder.
- 3.2.9.1.6. Sending unsolicited email or massive mailing.
- 3.2.10. The Service does not allow migration to other providers, so the cancellation or elimination of the Service implies the total loss of the Online Store.
- 3.2.11. Akky grants an SSL certificate and the Personalized DNS service for free, these services are delivered under best effort and do not imply an additional obligation with the Applicant and do not cover any direct or indirect impact that may be attributed to the provision of the Service.

3.3. Intellectual property.

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

3.4. Personal Data.

The Registrant and the Users are the only ones responsible for the treatment they carry out of the personal data to which they have access by virtue of the use of the Service, as well as for their protection and that their treatment is carried out with the secrecy and security that they deserve, of in accordance with the provisions of the Federal Law on Data Protection Held by Individuals (Ley Federal de Protección de Datos Personales en Posesión de Particulares), as well with the provisions of the applicable legislation.

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

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