

## POLICIES FOR CUSTOM DNS SERVICE

Policy to be in force as from December 5th, 2015.

### 1. DEFINITIONS.

The terms defined in this section may be used both in the singular and in the plural throughout this policy.

The terms stated in capital letters and without a definition in this policy, will have the definition and meaning given to them in 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. 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 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.

#### 1.2. DNS Records

These are the records that are part of a zone file of the Domain Name.

#### 1.3. DNSSEC

It is a technology that has been developed to certify the validity of the address from the Website you visit. Its full implementation will ensure that the end user is connected to the actual Website or to the service that corresponds to a particular domain name.

#### 1.4. IP (Internet Protocol)

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

#### 1.5. 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 is successful, ensures 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.

#### 1.6. Service

It refers to the Custom DNS Service.

#### 1.7. Applicant.

The Main User of a domain name.

## 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 only manages the Domain Names, 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 a violation to the applicable legislation, are the sole responsibility of the Registrant.

Akky reserves the right to review, remove, edit or block any material or information that the Main User and / or the User with Technical permissions have published, received or sent in violation 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 Services.

## 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 periods determined by 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 only and exclusively to the Domain Names stated by the Main User during the process of contracting them through the System. Akky will be able to automatically assign this service as an added value in the services that specify it and reserves the right to eliminate its assignment in accordance with point 2 of these policies.

### 3.1.5. *Cancellation.*

The Main User may cancel the Service through the System. When requesting the transfer of the Domain Name to another Registrar the Service will be canceled. In the case of cancellation of the Service, the payment thereof will not be refundable or transferable.

### 3.1.6. *Access.*

In order to have access to set up the Service, the Main User or the Technical Permission Users must use his/her User Account on the System.

### 3.1.7. *Fees and Payment Methods.*

- 3.1.7.1. The rates 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 must pay the corresponding rate for the Services stated, according to the coverage period, which cannot, under any circumstances, exceed the coverage period of the Domain Name associated to the Service.
- 3.1.7.3. When generating a Service Order using a credit card or debit card, Akky will enable automatic renewal for the services included in that Service Order. If the user keeps the automatic renewal, a temporary charge will be generated to confirm that the card is valid, which will be returned once that validation is concluded. It is responsibility of the Main User and/or Users with Payment permissions as appropriate, to place correct information and ensure that through this payment method the renewal of those services can be completed. If necessary, Akky will notify the users that it was not possible to process the automatic renewal in order for the registered information is verified. If this modification is not made, the services will be placed in the corresponding status because it has not been possible to process their renewal.
- 3.1.7.4. Automatic renewal may be disabled at the time of the Service Order generation or through the Control Panel, by the Main User and/or the Users with payment permissions, however, it will be necessary to generate the corresponding Service Order for its renewal. In case of modifying the credit or debit card, a transitory charge will be generated to confirm that the card is valid, which will be returned once this validation is concluded.
- 3.1.7.5. In order to process the automatic renewal, Akky Will use the Openpay® services as the operator of these credit and debit card payments.
- 3.1.7.6. The Registrant and the Users hereby agree that the payments made are not refundable or transferable to another Domain Name. Akky may send several notifications regarding the payment of the Services before their due date, by email, to the Main User and/or User with Payment permissions for each Domain Name associated with these Services. 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.
- 3.1.7.7. The compensation paid for the Service contracted will be proportional to the current time in which the associated the Domain Name is valid.

## 3.2. *Particular Aspects.*

- 3.2.1. The service consists in to host the Domain Name DNS in Akky's servers.
- 3.2.2. The Main User or the Technical permission Users could set the DNS records through the System.

- 3.2.3. The service will have DNSSEC as long as the TLD supports it. Upon activation of this service, the DNS of the Domain Name will be modified by adding the corresponding DS Records.
- 3.2.4. The DNS Records to set are:
  - 3.2.4.1. A. Specifies the IPv4 (IP version 4) address at which a domain points. You can have multiple domain names pointing to the same IP address.
  - 3.2.4.2. AAAA. Specifies the IPv6 (IP version 6) address at which a domain points. You can have multiple domain names pointing to the same IP address.
  - 3.2.4.3. CNAME. It is used to assign an alias to a domain, i.e., a query to the DNS servers looking for the alias will return the information of the domain at which it points.
  - 3.2.4.4. MX. Determine the mail server that it used by a domain. Typically there is used a mail server from your DNS, but it also possible to assign one or more records from different DNS.
  - 3.2.4.5. SRV. Determine the servers used by a domain to provide special services (Internet telephony, instant messaging (chat), some streaming services).
  - 3.2.4.6. TXT. Are used to associate additional text information to a domain.
- 3.2.5. The changes in the DNS Records configuration will be updated in the Akky System immediately, however it may take from 24 hours to 72 hrs. to be reflected on the Internet due to the propagation time of the DNS system.

### 3.3. *Terms of use.*

- 3.3.1. 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 Services. 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.
- 3.3.2. 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.
- 3.3.3. The Users and the Registrant agree and accept that:
  - 3.3.3.1. The Service is only associated with one Domain Name and this Service is not transferable to any other Domain Name.
  - 3.3.3.2. They are the sole ones responsible for the treatment given to personal data to which they have access due to their relation with Akky, as well as their protection, and that their treatment will be made with the secrecy and safety deserved, in accordance to the provisions of the applicable legislation.

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

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