

HOSTING SERVICE POLICIES.
Policies effective as of February 16, 2021.

These service policies are made available to the user by Network Information Center, S.A. de C.V. (hereinafter referred to as "Akky"), with address at Av. Eugenio Garza Sada # 427, Piso 2, Local 1, Col. Altavista in Monterrey, Nuevo León, México, C.P. 64840, with contact email ayuda@akky.mx and contact telephone number +52 (81) -8864-2626.

1. DEFINITIONS.

The terms defined in this section may be used in these policies both in the singular and in the plural. The terms referred to in capital letters and without definition in these policies will have the definition and meaning that has been granted to them in the Akky Domain Name Policies, unless in these they are defined otherwise or said definition is limited or sense. All the headings used in these policies are used exclusively to facilitate their reading, but will not be taken into account when interpreting them.

- 1. User Account:** It is an account in the System, related to a user and whose access is made through a password. It has an attribute called Security Level, which can be configured by the user.
- 2. Days:** The terms or periods established in Days will be understood as natural, unless specified as business days.
- 3. Domain:** It is the name of an organization or entity on the Internet. The domain name system provides each server with a unique and easy to remember address in order to hide the technical IP address.
- 4. DNS:** Acronyms used to refer to the Domain Name System (Domain Name System) and/or the Domain Name Server (Domain Name Server) interchangeably. Domain Name System is the distributed computer system that establishes for the entire Internet, the correspondences (resolutions) between Domain Names and IP addresses. The Domain Name Server refers to the computer equipment or equipment that are part of the Domain Name System and that house the information and processes for the establishment of the correspondences (resolutions) between Domain Names and IP addresses for one or more networks that are connected to Internet. DNS also refers to the records that are part of a domain name zone file.
- 5. Status of the Service:** These are the statuses that the Service may have during its validity:
 - 5.1. Active:** The Service does not present any payment due. The DNS related to this Service are being resolved on the Internet.
 - 5.2. Pending Payment:** The Service is inactive in its configuration due to the existence of a registered Service Order and the corresponding payment for contracting or renewing the Service has not been reported by the chosen banking institution to Akky. This status makes it impossible to modify the Service Configuration.
 - 5.3. Suspended:** The Service is inactive in its configuration because the term to make the payment in its renewal has elapsed. The DNS related to this Service are not resolving on the Internet. This status will prevail until the corresponding payment is reported by the chosen banking institution to Akky.
 - 5.4. Canceled:** The Service has been canceled by the user from the System.
 - 5.5. Eliminated:** The Service has been eliminated by the System due to the expiration of the deadlines for making the payment and the corresponding payment was not credited.
- 6. Hosting:** Web hosting service with specific characteristics / functionality according to the hosting plan that the user hires at Akky.
- 7. Web Page:** File in HTML format that can be published on the Internet using the hosting service and whose content and / or functionality is attributable to its owner.
- 8. Hosting Plan:** Package of specific characteristics that the user hires; The parties agree that the plans will be available on Akky's website and may change, from time to time, in characteristics and cost, for which, the parties agree that for the new Services contracted, said changes will be published on the website of Akky and will take effect on the day of their publication.
- 9. Registrar:** Natural or legal person, accredited to distribute and offer Domain Name administration services.
- 10. Registrant:** Holder of a Domain Name. It is recommended that you be the end user (physical or legal person) of the Domain Name.
- 11. System:** Set of tools available so that the user can manage the services that they have contracted with Akky. Access to the System is granted by Akky to those who have a registration or user account.
- 12. Website:** Set of Web Pages.

13. User: Natural or Legal Person duly registered in Akky and who has contracted the Service through the System.

2. GENERAL PROVISIONS.

Akky offers its users the possibility of contracting the hosting service and storing data on the servers that it makes available to the user subject to compliance with these policies, making them accessible to the general public through websites on the Internet. In this sense, the user accepts that Akky will not be able to restrict said access to the content published by the user on the aforementioned websites and guarantee the security of their files, since, although they are stored in the infrastructure provided for this purpose by Akky in the terms specified in these policies, Akky cannot control or prevent access to information when the user makes it accessible to the general public through its website. The user and / or the third parties that he authorizes are solely responsible for protecting their data on the servers with which Akky will provide the service, releasing Akky from any responsibility, so it is suggested that you carefully consider any data before uploading it. in your assigned server space in Akky. It is recommended that you avoid posting personal data that could be abused online. It is recommended that the user publish and make available data with respect to which they are the owner or authorized user to avoid violations of the rights of third parties.

Users, in this act, state that they have read these service policies in a detailed, complete and conscious manner, that they have understood the content included in them and that, additionally, they have received legal advice to obtain a proper understanding of said policies. and, consequently, they accept and grant their express consent to these policies in relation to this Service, the Domain Name Service, the terms and conditions, guidelines and any other document that Akky has in relation to the services it offers; as well as the faculty of Akky to eliminate and / or modify them at any time. Any modification or update to the Service Policies published on the Akky Website will be made known by means of their publication on the aforementioned site five (05) days in advance of the date of their entry into force, in order that users manifest what suits your interests. Once the previous period has elapsed, users agree to be bound by 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 dispose of, in whole or in part, the rights and obligations that derive from what is stipulated in these policies, notifying the user of this at least 05-five days in advance of any effect. of the assumptions or hypotheses indicated. In the event that a third party acquires the rights and obligations derived from these Policies and continues with the execution of the Services, said third party will be responsible for making the new applicable terms and conditions available to the user, with which, it will be understood that The user will grant his express consent, clearly, freely and voluntarily for the continuity in the execution of the aforementioned Services. Both parties agree that, if the user continues to enjoy the Services that are stipulated in these policies, with such action it will be understood that he gives his express consent through electronic means.

Akky simply manages the space assigned to the user when contracting the hosting service, and therefore, any consequence derived from the contracting and / or use of the Service that constitutes or could constitute violations of the applicable legislation, is the sole responsibility of the user.

Akky reserves the right to review, remove, edit or block any material or information that users have stored, published, received or sent in contravention of any law, at the express request of an Authority or in case of abuse of the Service. Being understood for the purposes of these policies as abuse of the service, at Akky's consideration: the inappropriate, excessive, illegal use or that contravenes any applicable legislation, as well as what is established in these service policies and / or in any other guideline or policy that Akky makes public to users and / or that users accept at the time of contracting the corresponding services. Akky, at any time, may suspend, temporarily or permanently, and / or cancel access and / or use of the Service, for which, notification by email by Akky with at least 1- one business day in advance, which will be sufficient effects upon compliance with said term and without requiring a judicial statement.

3. OF THE SERVICE.



3.1 Hiring. The Service can be contracted by users through the System when making the selection of a Hosting Plan and adding it to the shopping cart and making the corresponding payment. The user is responsible for relating this Service with a Domain Name, which can be administered with Akky or with another Registrar.

3.2 Validity. The user will choose the period of coverage of the Service in accordance with the options determined by the System. The validity of the Service will begin on the date that the payment by the user is duly credited and will begin to run, regardless of whether or not the user makes the necessary configuration. Correct configuration is the sole responsibility of the user.

3.3 Renewal. For the renewal of the Hosting service, Akky may notify the user 30 days before the expiration date of the service. The sending of this notification is done only to support the user, so it is the user's responsibility to know the expiration date and carry out the renewal in a timely manner. Once the notice of upcoming expiration is received and before the end of the validity period selected by the Applicant in contracting the Service, he / she must renew it by selecting the new period of his / her choice in accordance with the options determined by the System. It is the responsibility of the user to carry out the renewal before its expiration, since once the period of validity has concluded, the Service may be suspended and / or eliminated in accordance with the provisions of these Policies. The corresponding notice will be sent 30 days before the end of the validity period.

3.4 Assignment. The Hosting Service will be used for the Domain Name (s) or subdomains indicated by the User, when making its configuration through the System, therefore, to be able to carry out the assignment of this service and its correct operation, the Applicant assumes the responsibility of ensuring that the Domain Name to be related to this Service exists and has coverage paid with the corresponding Registrar.

In those cases in which a third party claims that a domain name of which it is the owner is being used by another user, Akky may modify or eliminate the assignment of the service, after accreditation of the Registrant's ownership of the referred domain name, through the presentation of the documentation required by Akky for this purpose.

3.5 Cancellation. The user can carry out the cancellation of the Service at any time through the System. It is the responsibility of the user, to attend to Akky's communication, in order to keep his current hosting service, therefore, in case of attending to said communication, the user exempts Akky from any responsibility related to the cancellation of the Service. In the case of cancellation of the Service due to causes attributable to the user, the payment for this will be non-refundable or transferable.

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

3.7 Access. To access and configure the Service, the user must use their User Account and password to enter the control panel in the Akky system. The user will be solely responsible for the conservation and custody of said User Account and password, freeing Akky from any access or improper use by third parties that said user has authorized.

3.8 Rates, Terms and Forms of Payment. The final or total rates, terms and the forms of payment for the provision of the Service will be informed to the user through the Akky website, which will be confirmed before concluding the payment of the purchase or renewal, in the summary of the shopping cart available on said website. To access the services, the User must cover the rate corresponding to the indicated Service according to the selected coverage period.

When generating the Service Order by credit card or debit card, Akky will enable automatic renewal for the Services included in that Order. Automatic renewal may be disabled at the time of generating the Service Order or through the Control Panel, by the User; however, it will be necessary to generate the corresponding Service Order for its renewal.

If necessary, Akky will notify users when it is not possible to process the automatic renewal in order to verify the information provided. If this modification is not made, the Services will remain in the corresponding status because it has not been possible to process their renewal.

In order to process payments for contracting and / or automatic renewal, the parties agree that Akky may use Openpay® services as a credit card and debit card payment operator, with which the user agrees. When using this payment method, a temporary charge is generated to confirm that the card is valid, which will be returned once that validation is completed.

4. ESPECIFICACIONES Y/O RESTRICCIONES.

4.1. Akky offers a hosting service so that users can host and publish their own websites, as well as host the information, images, videos or other content that they want to be accessible through the Internet.

4.2. There are different Plans with specific characteristics, which are made available to the user and can be consulted through the Akky Website.

4.3. A storage service provider (SSP) is a company that provides computer storage space and related management services, as well as periodic archiving and backup. In this context, Akky offers only web hosting services, not data storage services.

4.4. The backups offered by Akky are run weekly and are overwritten by previous ones. Backups are provided as a courtesy service by Akky and may be suspended at any time and without prior notice. It is the sole and absolute responsibility of the user to carry out their own backups of the information and content of their own websites and therefore undertakes to do them periodically, releasing Akky from liability for any damage or harm caused by the lack of generation and/or storage of said backup copies by Akky.

4.5. If any of the Akky Services is used for the illegal purpose of SPAM or UCE, it will be canceled immediately without the need for a judicial declaration.

4.6. Akky expressly prohibits the use of any Akky hardware or software hosted on an Akky server to attempt to illegally access another hosted machine or network.

4.7. Akky's hosting service does not allow programs to run in the background. Akky provides a hosting service, it is not a service for background processes (Shell). The user is not allowed to compile and run software on Akky's hosting servers.

4.8. The user is free to use any script he wishes as long as it does not affect the normal operation of the servers and is not specifically mentioned in these policies as prohibited. In the event that a script affects normal administrative and / or server operations, Akky reserves the right to deactivate the account pending the cooperation and resolution of the client or user. Scripts that Akky does not allow include:

a. Chat servers or CGI forums, auctions and scripted banner exchanges of any kind are strictly prohibited.

b. Formmail is not allowed. (You can use formmail scripts, but they must be up-to-date and not run under the filename "formmail"). The user accepts that Akky may delete any file called "formmail" without prior notice.

4.9. The Hosting Service can be associated with one or more Domain Names depending on the Plan contracted.

4.10. Akky reserves the right to provide the Service with its own resources, or with the support of third-party providers.

4.11. The services that Akky offers through third parties and / or for free, are offered without guarantee of any kind, so it will not be responsible for possible damages resulting from the use, non-use or misuse of any service, application, tool, information or content, nor will it be responsible for the suspension, elimination and / or termination of the services offered by third parties and / or free of charge. The services or additional features of the Akky Hosting service are offered "AS IS" and "AS AVAILABLE". The parties agree in this act that Akky will only be responsible for acts attributable to it directly and its liability will be limited to the amount actually paid by the user for the Services provided.

4.12. The user acknowledges that he is solely responsible for the contracting, payment, configuration, administration, renewal and / or any other situation or commitment that he has acquired when using a service provided through a third party.

4.13. Each hosting account can tap up to 10% of CPU power for no more than 180 seconds at any one time or 4% per reseller account over the course of 24 hours. Akky strongly demands that users be very cautious when using CPU power for their accounts.

4.14. Users can NOT send more than 150- one hundred and fifty emails per hour per hosting account.

4.15. Each database hosted on the Akky system can only be used by the user who created it. The MySQL database has a limit of 45,000 - forty-five thousand queries per hour. If you have reached 45,000 - forty-five thousand queries per given hour, you will have to wait an hour to regain access to the database.

4.16. MySQL databases that affect the normal performance of the MySQL server will be removed.

4.17. Users cannot use more than 500,000 Inodes, The inode usage will be displayed in the cPanel sidebar. When a customer reaches the limit, their account will no longer have "write" privileges, meaning they will not be able to upload new files or receive and send emails. However, they will still be able to edit pre-existing files and their websites will continue to function as long as they are not dependent on creating new files.

5. POLICY OF FAIR USE OR USE OF EXCESSIVE RESOURCES.

Resources are defined as disk space, bandwidth, and/or use of computing resources (CPU, memory, disk, etc.). Akky offers a hosting service in the cloud in which users of the environment can share resources, therefore, it is imperative that Akky controls any excessive use by users so that they do not interrupt the quality of the Service of other users who use the same resources.

A hosting user is considered to use "excessive amounts of computing resources" when he consumes 100% of 1 CPU core and/or 1 GB of memory and/or 20 simultaneous connections. To avoid interruption of the Service for other users, a hosting account that exceeds the included computing resources will be automatically slowed down as long as the resources are being overused.

Users must not allow other websites or hosting servers to link to files stored on their hosting accounts and thus steal network traffic. Users may not use their hosting accounts as a remote storage server solely or solely for the purpose of sharing archived images, programs, or sound. At least 80% of all files and / or total megabytes used (including MP3, WAV, RA, GIF, JPG, ZIP, RAR, but not limited to these file types) in each hosting account must be part of a active and real website. That is, all content files must have corresponding HTML or PHP files that link to them. Audio, graphics, and / or video files should be less than 25% of the current web hosting disk usage and should never exceed 50GB in size. Additionally, such media files cannot represent more than 50% of the user's total monthly traffic usage. Each user must be able to demonstrate, in case Akky requires it, that a certain file is a constituent part of a real page and is not only stored on the server. Akky will send the user the aforementioned request via registered email and will grant him a period of 12-twelve hours from the time of dispatch to respond; in case of not doing so or not deleting the file or files in question, or if the assigned traffic quota continues to be used for such purposes, Akky reserves the right to suspend the account and / or delete the content in question from the server. Akky will use reasonable efforts to notify the user prior to suspension, however, Akky may suspend any offending hosting account prior to notifying the customer or account user in the event that an interruption to the Service has been caused or occurs to other users.

The user and their clients acknowledge and accept that the obligation to support the information contained in their account is solely and exclusively for the user and their clients, so in the event that their account is deleted, Akky will not be responsible for the loss of information or of the consequences that this represents for the user and/or their clients.

6. AVAILABILITY OF THE SERVICE.

Akky guarantees its users that their hosting service (and therefore their websites) will be up and running or available at least 99.8% of the time. This warranty includes network uptime, server uptime, web server, and Service uptime. However, Akky cannot be held responsible for problems outside its network and areas where Akky does not have direct influence, such as: backbone provider failures, fiber optic main line cuts, DNS or registrar problems with the domain names of the user or their clients, routing problems between the clients' location and Akky's data center.

Akky is not responsible for nor does it guarantee the availability of the Service if the interruption was caused by natural or external events that Akky cannot directly influence. Nor will it be responsible for: Server hardware failure, user errors or intentional interruption (Example, if the client closes its own server), nor will it be responsible for failures due to software that Akky does not explicitly support. Consequently, if a customer or user-caused hardware failure occurs, Akky has no responsibility for the resulting downtime.

Network outages or unscheduled downtime is any unplanned or unexpected interruption in network availability due to hardware, software, network connectivity, or data center problem, during which a 100% loss is experienced of packages.

Scheduled downtime is any scheduled interruption of the Services for the purpose of updating the network or replacing any equipment to better serve you. Scheduled downtime occurs during reported downtime, with as many warnings sent in advance by email or posted to Akky's news feed with a minimum 24 hour notice.

7. ILLEGAL OR PROHIBITED USE.

The user acknowledges and accepts that neither he nor his clients may use the Akky Services for any purpose that is illegal or implies the breach of any regulation or legislation, whether federal, state or local, for example, the transmission of copyrighted material, author, related rights, industrial or commercial secrets, material legally protected by any intellectual property right, in a broad sense. They also may not be used for the propagation, distribution, hosting, processing, storage or manipulation in any way of lewd, obscene, adult or pornographic material, or any other material that the company considers inadmissible or is prohibited by these service policies.

7.1. INTELLECTUAL PROPERTY.

7.1.1. Report of Claims of Infringement of Copyright and / or Related Rights in compliance with the provisions of the Federal Copyright Law and / or any other intellectual property right.

I.- Notice of Notification

It is Akky's intention to respect intellectual property rights in general, including copyright and/or related rights, reservations of rights to exclusive use, trademarks, trade names, among others and from now on it is stated that Akky makes available to users the Services that are indicated in these policies under the terms and conditions that are stipulated therein. That is why in the event that the user and/or any holder of the corresponding right (accepting that said terms may be used interchangeably) consider that an infringement may be committed in terms of what is established in the applicable law or believes that any of The materials accessible on or from any website hosted under these policies infringe their copyright and/or related rights and/or any other industrial property rights, the user can request Akky to interrupt its use and/or the withdrawal of these materials by sending a written notification to the email address notifications@akky.mx, which must include the following:

- a)** Indicate the name of the owner or legal representative and the means of contact to receive notifications, as well as the supporting documents of said ownership;
- b)** Adequate information by which Akky can contact the user (including his name, address, telephone number and, if available, email address);
- c)** Identification of the work protected in terms of copyright and / or the material object of protection by related rights or any other right in the field of intellectual property recognized by the applicable legislation that the user believes or considers to have been infringed or, if the claim involves several works in Akky accompanying the registration or protection title granted by law and/or by the competent authority and which is in force and having full legal effects;
- d)** Identification of the material, the work protected in terms of copyright and/or the material object of protection by related rights that the user believes or considers to have been infringed, in a sufficiently precise way to allow us to locate that material or, if the claim involves several works on the Akky portal or page, a representative list of such works. That is, to identify the content of the claimed infringement and specify the data of the electronic location to which the claimed infringement refers;
- e)** A statement, in which you express the interest or right with respect to copyright and / or related rights and / or any other intellectual property right;
- f)** A statement that the user has a good faith belief that use of the copyrighted and / or related rights material is not authorized by the corresponding rights owner, its agent, or the law;
- g)** A statement that the information in the written notice is accurate;

- h)** A statement, under penalty of making false statements, that the user is authorized to act on behalf of the owner of copyright and / or related rights;
- i)** The handwritten, physical or electronic signature, be it simple or advanced, of the user.

II.- Receipt of Notifications

Our intellectual property department is designated to receive Notices related to the matter of Intellectual Property, so we ask you to send your request to the following email address: notifications@akky.mx

If the user fails to comply with all the requirements of article 114 Octies of the Federal Copyright Law ("LFDA"), his Notice cannot be effective and he may be required to comply with what is required, among others and so on. to be able to give an adequate channel to your request.

III.- Procedures to carry out the counter-notice

If the user reasonably considers that the material published on Akky was withdrawn or access to it was disabled by mistake or considers its removal improper, the user can present and send a notification ("Counter Notice") to the address [notifications @ akky. mx](mailto:notifications@akky.mx), which should include the following:

- a)** Adequate information by which Akky can contact the person submitting the counter-notice (including their name, postal address, telephone number and, if available, email address);
- b)** An identification of the material that has been removed or to which access has been disabled and the location in which the material appeared before it was removed or that access will be disabled;
- c)** Evidence that allows to demonstrate the ownership of said user or the authorization with which he has for that specific use on the content removed, withdrawn, eliminated or disabled, or justify its use according to the limitations or exceptions to the rights protected by the LFDA;
- d)** A statement in which the user accepts that the counter-notice will be transferred to the person or his authorized representative who presented the notice in question;
- e)** The autograph, physical or electronic signature, be it simple or advanced, of the user.

The user whose content is removed, withdrawn, eliminated or disabled due to probable infringing conduct and who considers that Akky is in error, may request in writing that the content be restored through the aforementioned counter-notice, in which he must demonstrate the ownership or authorization with which it has for that specific use on the content removed, withdrawn, eliminated or disabled, or justify its use according to the limitations or exceptions to the rights protected by the Federal Copyright Law and / or the International Treaties that Mexico has signed on Intellectual Property, lato sensu.

If Akky receives a counter-notice in accordance with the provisions of the previous paragraph, it must inform the person who presented the original notice about the counter-notice, and enable the content that is the object of the counter-notice, unless the person who submitted the original notice initiates a judicial or administrative procedure, a criminal complaint or an alternative dispute resolution mechanism within a period of no more than 15- fifteen business days from the date on which Akky has reported the counter-notice to the person who filed the original notice.

It is important to specify to all users that Akky will not be obliged to supervise or monitor their systems or networks controlled or operated by it or on its behalf, to actively seek possible violations of copyright or related rights protected by the LFDA and that occur online.

IV.- Repeat offenders

Akky, reserves from now on the right to disable and / or terminate the accounts of users who are repeat infringers of intellectual property rights after verification of said recidivism.

Unauthorized access to Akky services, other accounts, computer systems or networks connected to Akky Services, through hacking, password extraction or any other means, is prohibited.

Akky may provide or disclose any information deemed necessary to comply with any applicable law, regulation, legal process or governmental request. Also at Akky's sole discretion, you may edit, refuse to publish or delete any information or material, in whole or in part.

Use of the Akky Hosting Service for surveys, contests, pyramid schemes, chain letters, spam, spam, or any duplicate or unsolicited messages (commercial or otherwise) is prohibited.

8. OBLIGATIONS OF THE USER.

Regardless of the other obligations that they acquire as a result of observing and complying with these service policies and that are contained therein, the user undertakes to:

- 1.** Provide true, accurate, current and complete data for your registration in Akky.
- 2.** Keep the registration data updated, keeping them true, accurate, up-to-date and complete. In case of providing information that in Akky's discretion is false, inaccurate, not current, incorrect or incomplete, or does not comply with the aforementioned, Akky will have the right to suspend or cancel your account.
- 3.** The data update must be done online through the Customer or User Control Panel.
- 4.** The user may access the Services using the username and password created by him at the time of registration, it is his obligation to maintain the confidentiality of his access data and is fully responsible for the use that he or third parties may give it and all activities that are carried out, so they undertake to:
- 5.** Notify Akky in writing immediately about any unauthorized use of your password or username or any other breach of security, as well as making sure to log out of your account at the end of each session. Akky cannot and will not be liable for any loss or damage arising from this breach.
- 6.** The user agrees not to post on his account any information, software or other content that violates or infringes the rights of third parties or that contravenes laws of any jurisdiction.
- 7.** Do not host sites that provide content, distribution points, or 'links' to sites that:
 - a.** Infringe intellectual property or property rights, publicity or privacy of third parties.
 - b.** Violate any law, statute, ordinance or regulation.
 - c.** Are defamatory, threatening, harassing, abusive, pornographic, obscene, or adult.
 - d.** Contain viruses, Trojans, worms, corrupted files, or any other similar software or programs that may damage the operation of another person's computer or the property of another.
 - e.** Contain hacked, non-original or pirated software or any software that is copyrighted and not freely available for free distribution. ROMs, ROM emulators, and MP3 files are also prohibited.
- 8.** Be fully responsible for the development, operation and maintenance of your website, online store and e-commerce activities within the assigned space. Each user is in charge of all products, services, content and materials that appear online and will be responsible for approving, processing and completing orders, responding to customer requests or complaints. The user is responsible for the payment or satisfaction of each and every one of the taxes related to their website and online store.
- 9.** Guarantee the security and confidentiality of customer data (including, but not limited to, customer credit card numbers) that you may receive in connection with your website or online store.
- 10.** Guarantee that you own or have the right to use, reproduce, propagate and / or transmit the Content, including text, graphics, images, software, pictures, sound, music, video, programming, scripts and applets.

Any user who violates the security of the system or the network is subject to administrative, criminal and civil liability, as well as the immediate cancellation of the account.

9. SPAMMING.

Spamming is prohibited. Akky will determine in its sole discretion, if any of the messages sent by the user is spam; spam generally includes, but is not limited to:

- a.** Sending unsolicited messages in bulk, or sending unsolicited emails.
- b.** Sending spam.
- c.** The use of distribution lists that include people who have not given specific permission to be included in the distribution process.
- d.** Excessive and repeated posting of off-topic messages in newsgroups.
- e.** Excessive and repeated cross-posting.



- F. Harassment by email, including, but not limited to, the transmission of any threatening, defamatory or obscene material, or material of any nature that may be considered offensive.
- g. Sending by email communications or inappropriate content for children under 18 years of age.
- h. Spam is considered an improper use of the Service and will be construed as a violation of these policies.
- i. The maximum number of allowed emails sent per hour is 150-one hundred and fifty without exceptions.

10. PERSONAL DATA.

Users are solely 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 their protection and that their treatment is carried out with the secrecy, confidentiality and security that they deserve, in accordance with with the provisions of the Federal Law on Protection of Data in Possession of Individuals, as well as the current legislation that is applicable in the matter. The ways in which Akky collects and processes the user's personal data are described in the Privacy Notice.

11. CIRCUMSTANCES OF FORCE MAJEURE.

Akky will be in a position of non-responsibility with respect to the failure or delay in the performance of its duties as a consequence of circumstances beyond its control. Such circumstances could be caused by acts of any government agency, war, rebellion, sabotage, embargo, fire, flood, strike or other labor disruption, interruption or delay in transportation, unavailability, interruption or delay in telecommunications services or third parties (including the propagation and/or abuse of DNS), third party software or hardware failures or inability to obtain raw materials, supplies or used energy or equipment necessary to supply the Services.

12. ABUSE.

Any attempt to undermine, defame, threaten or cause harm to a server, client, employee or Akky's company directly is strictly prohibited and is grounds for immediate termination without refund of the Services. In addition, Akky will present the corresponding complaints to the competent authorities and will follow all attempts and infractions to the full extent of the law.

Report any violation of the Terms of Service to abuse@akky.mx.

13. ASSIGNMENT.

The client or user will not have the right to assign the services, responsibilities and/or obligations contained in these policies without the written permission of Akky. These policies will come into force and will be effective for the full benefit of the customer or user and Akky and its authorized successors and assigns.

***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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