



**SERVICE POLICIES FOR BUILDER OF WEBSITES AND ONLINE STORE.
Policies effective as of February 16, 2021.**

1. Responsible for the service.

The person responsible for providing the Services, a term defined below, is Network Information Center S.A. de C.V. (hereinafter, "AKKY"), located at Av. Eugenio Garza Sada No. 427, Piso 2, Local 1, Colonia Altavista, Monterrey, Nuevo León, C.P. 64840 with RFC NIC170103C64.

For any questions, complaints or suggestions in relation to the Services we offer, you can contact us and be contacted through the following communication channels:

Phone: +52 (81) 8864-2626

Email: ayuda@akky.mx

Web: www.akky.mx

In the event that we have received your request on non-business days or hours, it will be considered submitted as of the next business day.

2. Acceptance of the Service Policies.

By using the AKKY Website, registering and/or contracting our Services, you agree to comply with these Service Policies and authorize Akky to use your information for the purposes contemplated in our Privacy Notice. For more information about the treatment that AKKY will carry out on your personal data, we put at your disposal our Privacy Notice at www.akky.mx

Therefore, we recommend that, prior to using our Service, you carefully read these Service Policies, as well as our Privacy Notice, since they may be updated and / or modified by AKKY. If the User does not agree, or does not accept the Service Policies, they must refrain from contracting the AKKY Services.

The User acknowledges that he or she is of legal age or has sufficient power to be bound by the terms of these Service Policies.

3. Definitions.

Privacy Notice: It is the physical, electronic document or in any other format generated by AKKY and that is made available to the person to whom the personal data correspond, prior to the processing of their personal data.

LFPDPPP: Federal Law on Protection of Personal Data Held by Private Parties.

System: Computer system implemented by AKKY so that the User can contract the Services.

Website or online store: It refers to the Website or online store that AKKY will develop and deliver to the User for the provision of its Services.

AKKY Website: Refers to the Website www.akky.mx.

User: It is the person who uses, accesses, downloads, installs, obtains and / or provides information from the AKKY Website, in order to access the Services offered by AKKY.

AKKY: Network Information Center S.A. de C.V.

Services: It refers to the different Service plans that AKKY offers, which are offered in the modalities called "We do it for you" and "We do it with you", which are described on the AKKY Website.

Service Policies: Refers to these Service Policies, which establish the form and background that will govern the use of the AKKY Website and the purchase and sale of the Products and/or Services marketed by AKKY.

4. Scope of the Services.

The AKKY Website will function as an electronic means through which AKKY may offer the following Services:

- Website Builder.
- Online Store Builder.

Services that the User may contract in any of the following modalities:

- **We do it for you**, a Service in which AKKY makes the design and configuration of the Website or online store from the information and material provided by the User.
- **We do it with you**, a Service in which AKKY provides support to the User so that they can create their website or initial online store.

The characteristics of each of the Services are different and the details about each one are displayed on the AKKY Website, so the User acknowledges that the information displayed on said site constitutes the framework under which the Services will be provided.

You grant AKKY a royalty-free license, valid worldwide, to use, reproduce, distribute, modify, adapt, publicly disclose and otherwise exploit the information you provide us for the development of your Website or online store, as well as to create derivative works of this, but only for the limited purposes of providing the Services.

This limited-purpose license will remain in effect even when you stop using our Services. This license also extends to any trusted third party we work with, to the extent necessary to provide the Services to you.

5. Procedure for contracting the Services

The contracting of the Services will be carried out through the site www.akky.mx according to the process defined by AKKY. For the provision of the Services it will be necessary to carry out a series of steps according to the modality that you are contracting. Below is the procedure to be able to fulfill our Services.

A. Procedure for "We do it for you"

Step 1. Call for understanding. To start the project, the User is suggested to schedule an Understanding Interview with an AKKY expert, who will accompany him in choosing and acquiring the service that best suits his needs for the creation of his Website or Online Store. and will help you schedule the VIP Interview.

In the event that the User hires the service without the support of an AKKY expert as indicated in the previous paragraph, AKKY may contact the User to schedule the VIP Interview through the means they have provided us when hiring the service.

In the event that AKKY is unable to contact the User, the latter must contact AKKY directly through the means of contact mentioned at the beginning of these Service Policies.

Step 2. VIP interview. The AKKY expert who will build your Website or online store, will carry out an analysis of your requirements or needs, will explain the service, request information and material so that your Website or online store will be prepared in accordance with the contracted service . All the information that is requested will have the character of confidential information.

The User acknowledges that as part of the VIP Interview, AKKY will request the information and material that you want AKKY to consider during the creation of the site or online store. In the event that the User does not provide such information in the period agreed during the VIP Interview, AKKY will not be responsible for delays in the Delivery Time described in the characteristics of the service published on the AKKY Website.

Step 3. Production. During this phase of the project, AKKY will work on the development of the content and narrative of the Website or online store using the material that the User provided and taking into account all the needs that were identified in the VIP Interview. The parties agree that upon reaching this step, no changes or modifications can be made to plans or content.

Step 4. Review and Quality of the Website or online store. Within the agreed period, AKKY will deliver the proposal of the Website or online store through a video call and will show the User how it works.

Step 5. Welcome and activation. During this final phase of the project, AKKY will contact the User to activate and deliver the credentials with which the User can access the configuration and / or editing panel of the Website or online store.

B. Procedure for "We do it with you"

Step 1. Call for understanding. To start the project, the User is suggested to schedule an Understanding Interview with an AKKY expert, who will accompany him in the choice and acquisition of the service that best suits the User's needs for the creation of his Website or Store. online and help you schedule the VIP Interview.

In the event that the User hires the service without the support of an AKKY expert as indicated in the previous paragraph, AKKY may contact the User to schedule the VIP Call through the means provided to us when hiring the service. In the event that AKKY is unable to contact the User, the latter must contact AKKY directly through the means of contact mentioned at the beginning of these Service Policies.

Step 2. VIP call. During the VIP Call, the AKKY expert will help you to carry out the initial configuration of the Website or online store according to the contracted service, select (among the available options) the template and the applications that best suit your needs. of the User.

The User acknowledges that, as part of the VIP call, AKKY may request information and / or material that AKKY considers necessary for the creation and Initial configuration of the Website or online store. Said information or material is optional and if it is not provided during the VIP call, the User will be responsible for concluding with the configuration of their Website or online store with their own resources.

Step 3. Activation of the Website or Online Store. Before ending the VIP Call, the AKKY expert will tell the User how to link the Website or online store to his domain to make it public through the Internet, in addition, he will provide the credentials with which the User can access the panel configuration and / or editing of the Website or online store.

After the activation or delivery of the site or online store, the User will not be able to schedule a second VIP call.

The "We do it with you" service does not include any design or development of the Website or online store.

6. Access data to the Website or online store.

When activating the Website or online store, AKKY will provide the User, through an email, the access data for their administration. The User accepts that, at all times, he will be solely responsible for keeping said data and the use that is given to it.

7. Fee for Services.

The User agrees to pay AKKY the current rate for each Service that he wishes to contract. For its part, AKKY, upon receiving the payment confirmation, will issue the corresponding invoice using the information that the User has registered for this purpose through the AKKY Website. In the case of using a credit, debit or PayPal card to make the payment, the User declares and guarantees that the information provided about said card is correct.

The rates and forms of payment for the provision of the Service will be shown to the User before completing the payment of their purchase or renewal, in the cart summary. The consideration for the Service will be proportional to the duration of the contract.

AKKY may modify the rates of the Services at any time and they will enter into force at the time of their publication on the AKKY Website.

8. Confidentiality.

AKKY will treat the information provided by the User with strict confidentiality and will only use and disclose it in accordance with these Service Policies. However, the information provided by the User will not be considered confidential information if:

- Is or becomes public domain (in a way that is not due to breach of these Service Policies by AKKY);
- AKKY had knowledge of said information legally before receiving it from the User;
- AKKY receives it from a third party without knowledge of breach of any commitment with the User, or
- The information was developed independently by AKKY without reference to its information. AKKY may disclose your Content when required to do so by law or legal process, but only after AKKY, if permitted by law, does everything commercially reasonably possible to notify you and provide the User with the opportunity to object to the disclosure request.

9. Obligations of the User.

If you are a natural person, you can only use the Services if you are empowered to enter into a contract with AKKY. If you do not have this power, you will not be able to use the Services. If you are not a natural person, you warrant that you are legally constituted and exist under the laws of the jurisdiction of your constitution, that you have full authority to be bound by the terms of these Service Policies and that you have duly authorized your agent or representative to link it to these Service Policies.

You declare and guarantee that you will comply with the laws and provisions concerning your use of the Services and must obey the following behaviors:

- You may not use the Services to commit an illegal activity; use the Services for activities in which use or failure of the Services could result in physical harm, death, mental harm, or personal injury.
- You may not provide access to the Services to anyone under the age of 13.

- You may not purchase, use or access the Services for the purpose of creating a competitive product or service or for any other competitive purpose.
- You may not misuse our Services by interfering with their normal operation or by attempting to access them using a method other than through the interfaces and instructions we provide.
- Unless authorized by AKKY in writing, you may not probe, scan or test the vulnerability or security of the Services or any AKKY System or network.
- You may not store or transmit viruses, malware, or other malicious software, or links to such software, through the Services.
- You may not use the Services to infringe the intellectual property rights of third parties.
- Unless authorized by AKKY in writing, you may not resell or lease the Services.
- If your use of the Services requires you to comply with specific industry regulations applicable to such use, you will be solely responsible for such compliance, unless AKKY has agreed with you in writing otherwise. You may not use the Services in a way that subjects AKKY to those industry-specific regulations without obtaining AKKY's prior written agreement.
- You cannot register Users using "bots" or other automated methods.

10. User Rights.

In accordance with the provisions of the Federal Consumer Protection Law and other applicable regulations, as a Consumer, the User has the following rights when using our Services:

- Know the identity and contact details of AKKY to request clarifications or submit claims;
- Know all the information about the terms, conditions and Services offered by AKKY;
- Receive timely, complete, clear and truthful information in relation to the advertising and scope of the AKKY Services;
- Free choice of contracting our Services;
- That the Services we offer are provided in conditions of quality and safety;
- Not be discriminated against because of sex, race, religion, economic condition, nationality, sexual orientation, because of having a disability or any similar reason;
- Right to be compensated or subsidized in the cases that are appropriate;
- That your personal data be treated confidentially;
- Go to PROFECO or any other competent body to defend your rights.

11. Third Party Services

To provide the Services, AKKY may generate alliances with third parties to collaborate with efforts aimed at the design, commercialization and execution of the Services. However, the Services are provided by AKKY and the User does not acquire any legal relationship with those third parties that help us to provide the Services contracted by the User.

The parties agree that AKKY will be responsible only for the delivery of the service and in the event that the service is executed or provided by a third party, the User agrees to be bound by the terms of use that said third party makes available to them. The limit of AKKY's liability towards the User will be the amount actually paid for the service.

In the event that the User has any complaint, doubt and / or suggestion about the Services regulated in these Service Policies, he will contact AKKY.

12. Privacy and Protection of Personal Data.

AKKY only collects personal information from Users when they provide it through the AKKY Website.

The confidentiality and effective protection of said information is essential for AKKY, who will maintain adequate protection, in accordance with the principles and obligations provided by the LFPDPPP and

other applicable regulations, in order to ensure the security, integrity and privacy of the information collected and treated on the AKKY Website.

To know the general conditions to which the processing of your personal data is subject, as well as to exercise the rights that the regulations provide, we advise you to consult our Privacy Notice.

13. Trademarks.

All the trademarks used on the AKKY Website are owned by AKKY, or it has the necessary permissions and / or licenses for the use thereof, by virtue of this the User accepts and acknowledges that he is not authorized or legitimized to In any way to use or exploit the trademarks, logos, designs, and other similar concepts, of AKKY, so you may not disclose, reproduce the content of the application nor can they be used for purposes other than those allowed in these Service Policies and those strictly related to the purpose of using the aforementioned application, not even for non-profit purposes.

14. Intellectual Property.

The intellectual property rights regarding the Services, the distinctive signs, their source code, as well as the rights to use and exploit them, including their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of AKKY. By virtue of the foregoing, the User acknowledges that he may not disclose, publish, reproduce, distribute, transform or dispose of in any way, the domain owned by AKKY, or any material that is the result of the latter's Intellectual Property. In addition, the User acknowledges that what is established in the immediately preceding paragraph regarding the ownership of the rights by AKKY, will be applicable to the rights of third parties regarding the content or information presented or linked to the application.

15. Suspension and cancellation of the Services.

The User may request the cancellation of the Services at any time through the AKKY Website. The parties agree that in the event of Cancellation of the AKKY service, they will not make returns or compensation.

AKKY may suspend the provision of its Services for any of the following reasons:

- If the User substantially breaches these Service Policies and does not rectify this breach within 5 calendar days after AKKY has notified it in writing to the email that User has registered in the System.
- If the User does not make the payment of the corresponding fee before the expiration date of the Service.

Likewise, AKKY may limit, suspend or eliminate the Services it provides in the following cases:

- If the User does not comply with these Service Policies;
- If the User uses the Services in a way that creates legal liability for AKKY or affects the use of the Services by other AKKY Users; or
- If AKKY is investigating suspicious behavior by the User.
- If the User does not make the payment for the renewal of the Services before 30 days after its expiration.

In addition, in the event that AKKY limits, suspends or eliminates the Services, depending on the reason, AKKY will do everything possible to notify the User in advance, However, urgent situations may arise in which AKKY is likely to decide that they should be taken immediate action without prior notice. AKKY will make commercially reasonable efforts to reduce the scope and duration of any limitation or suspension in accordance with the provisions of this section as necessary to resolve the event that motivated such action. AKKY has no obligation to keep the information on the User's Website or online store after the corresponding Service has been removed.

16. Assignment

The parties agree that Akky may assign, transfer, compromise, transfer or dispose, in whole or in part, the rights and obligations derived from what is stipulated in these Service policies, notifying the User of this with at least 05-five Days of anticipation of any of the aforementioned assumptions or hypotheses taking effect. In the event that a third party acquires the rights and obligations derived from these Service Policies and continues with the execution of the Services, said third party will be responsible for making the new applicable Service Policies available to the User, with which, It will be understood that the User will grant their 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 said action it will be understood that he gives his express consent through electronic means. For their part, the User will not have the right to assign the services, responsibilities and / or obligations contained in these policies without the written permission of Akky.

17. Modifications

The User acknowledges that AKKY has the right to modify at any time the Service Policies established in this document, as well as the characteristics and rates of the Services. Consequently, the User must carefully review the Service Policies each time he wishes to use the application, as they are binding on the User and the activities carried out through the AKKY Website. The contracting and use of the Services will be understood as tacit consent regarding the modifications that make up these Service Policies.

Update publication date: February 26th, 2021.

Effective as from: March 02, 2021.

RAR-0321