

SPECIFIC CONDITIONS APPLICABLE TO CONTRACTING TERRITORIAL .MX TOP-LEVEL DOMAINS

The present specific conditions complement and develop the general conditions of the domain registration contract and form an integral part of the same.

1.- Identifying data which complement the general conditions

- **Definition:** Territorial domains are top-level domains relating to a country or territory code (Country Code Top Level Domain: "Cctld"). For the purposes of the present conditions, these abbreviations refer to the classification in the domain name system, represented by a code of two letters assigned pursuant to the Standard ISO 3166-1 for the representation of country and territory names.
- **Domain name Regulator:**
 - ICANN (www.icann.org/registrars/accredited-list.html)
 - IANA (www.iana.org/cctld/cctld-whois.htm)
- **Registry Operator:**
 - NETWORK INFORMATION CENTER MEXICO, S.C. (www.registry.mx)
- **Body responsible and regulations for domain name attribution conflict resolution:** Dispute Policy (Uniform Domain-Name Dispute-Resolution Policy) as laid down in the regulations on conflict resolution established by Internet Corporation for Assigned Names and Numbers (ICANN) on the 24th of October 1999. (www.icann.org/udrp/udrp.htm)
- **Registered address of Registry Operator for the purposes of international transfer of data:** Mexico

2.- Registry restrictions:

For further information on the Registry restrictions for .mx domains incorporated hereby, and which form an integral part of the contractual conditions applicable, please refer to: www.registry.mx

3 - Declaration by the Client

The Client hereby assumes sole liability for the following declarations:

- That all the information furnished in the present application is accurate, complete and correct, errors and omissions in good faith excepted.
- That they are aware, and accept, that any false statement in the data furnished in the present application may be cause for rejection of the same, or cancellation of the domain name at any moment if already registered, and in the latter case, the domain name might be subsequently registered by another client in accordance with the established regulations and procedures.

- That to the best of their knowledge, the use of this domain name does not infringe the intellectual or industrial property rights of any third party, does not represent unfair competition, nor in any other way infringe any other right of any class of third party. acensTechnologies
- That they bear full liability for the consequences of any question arising over the right to use the chosen name.
- That they hold sole liability for the choice of this domain name and its subsequent maintenance.
- That they are aware, and accept, that registration of the proposed domain name does not confer any legal rights over the same.
- That they agree to defend, compensate and make restitution to, Acens and NETWORK INFORMATION CENTER MEXICO, S.C, and the directors, officials, employees and agents of each and every one of the same, for any loss or expense, including attorney's fees, arising from a claim by third parties or legal action relating to the domain name or the use made of the same. These damages shall be additional to any other damages demanded under the Dispute Policy.
- That they accept the conditions of the contract agreed between Acens and NETWORK INFORMATION CENTER MEXICO, S.C. under which domains are registered automatically (published at www.icann.org), and in particular:
 - That they shall absolve and hold harmless, Registry.MX from any liability that may arise in relation to the Domain Name. ○ That they shall not claim or initiate, directly or indirectly, any kind of demand, action, suit or procedure against Registry.MX.
 - That Registry.MX is under no circumstances liable for any direct, indirect, special, punitive, exemplary or consequential damages, including, but without limitation, damages arising from loss of use, of earnings, business income and/or damages to third parties related to a failure by the Registration Agent to fulfil their obligations under the Agreement or the Contract.
 - That Registry.MX is entitled to terminate the Contract at any moment, without Registry.MX incurring any class of liability therefor.
 - That under no circumstances shall Registry.MX be liable for the use of the Domain Name, nor any conflicts, disputes, claims or threats against the Registration Agent, the Registrant, the Contacts or the Client, including, but without limitation, cases related to the Intellectual Property of a third party or any illegal act carried out by the Registration Agent or a third party.
 - This requirement to absolve from all responsibility and compensate Registry.MX as arising out of any conflict of a civil, mercantile, labour, criminal, administrative or any other nature, derived, directly or indirectly, as a consequence of the activities governed by the present Agreement and/or in relation to the Domain Name, as well as those related to the rights and obligations of the same which are the responsibility of the Registration Agent, binds them to defend, absolve and hold harmless from all responsibility, Registry.MX, in the event of any claim, investigation, audit, demand, suit or controversy undertaken by any third party or competent authority against Registry.MX. in relation to such events. Similarly, the Registrant, the Contacts and the Client, must pay or reimburse Registry.MX, immediately upon demand for payment, all costs, surcharges, fines, compensation, fees for attorneys and other professionals, and any other item applicable, in accordance with the provisions of the present Appendix.
- That acceptance of these conditions entails the acceptance of the Rules and Conditions laid down by the Internet domain name regulator. (www.icann.org). In particular, they accept the Dispute Policy (www.icann.org/udrp/udrp.htm), as well as the Basic Policies of NETWORK INFORMATION CENTER MEXICO, S.C. (www.registry.mx) in force at any time.