LEGAL - TERMS AND CONDITIONS

Effective: June 2015

AMARILLASINTERNET CORPORATION - LEGAL

TERMS AND CONDITIONS FOR USERS
SERVICE
CONTENT
NEGOCIATIONS WITH ADVERTISERS
TERMS AND CONDITIONS FOR ADVERTISERS
PURPOSE
DURATION
OBLIGATIONS
PRICE

The AiYellow.com Web Portal is property of AmarillasInternet Corporation, American privately held Company of the State of Delaware – USA, holder and exclusive owner of the brand, logos, designs, links, images and all other individual aspects that form the Website, such as the structure and design of the business, all that is found correctly registered form the copyright rules, of intellectual and industrial property, which carries its exclusive rights to impose the legal actions to safeguard the unauthorized use and misuse, like all the related ill-intentioned actions that generate confusion or not permitted in the terms and conditions for the Users, Advertisers and Independent Affiliates. The Terms and Conditions are based on principal responsibilities considered for the greater harmony of the Website and the better development of all its participants.

TERMS AND CONDITIONS FOR USERS

To access the AiYellow.com site and all the pages that form and integrate it, the User accepts the Terms and Conditions that are determined ahead. If the user is not in agreement or does not accept such conditions he/she must not log in to the site or to any of the pages.

The Service

The access and use of the AiYellow.com Web Portal for the Users is open and free, in such a way that to log in, no previous registration of any kind or fee are required to review and query the content information. If the user has been redirected in any way by a media or site, requesting previous registration or payment of any type in order to access his/her query, he/she must abandon immediately such site and log in again via www.aiyellow.com. AmarillasInternet Corporation is not responsible for any situation of that kind which may unduly present itself, instead, falling on the person or media that generated it.

In accordance with the previous, it is clearly understood that it is prohibited to resell the service, thus obliging the user not to reproduce, duplicate, copy, sell or operate for any commercial purposes any section, use or access. The use of service in all cases will be under the exclusive responsibility and risk of the User.

The AiYellow.com Web Portal is complemented by resources and tools for use by the Users, such as active buttons for sending emails to the Advertiser, printing the results or sending it to a friend, whose correct function is subject to the email service of the Advertiser and which depends in every case on the sites and companies outside of AiYellow.com. Equally, a Location Map will be available to the registered addresses, whose correct use depends on the Company that supplies it.

The Content

The description and content of the ads, their logos, images, photographs, graphics, videos, music, personal information, links, websites, email address, amongst others, are 99% generated and edited by their own Advertisers and as some could be considered subjective to protect the copyrights, reason for which the user must refrain from reproducing and/or copying, all or partial, for economic or personal purposes, AmarillasInternet Corporation is totally exonerated from responsibility of any misuse by the Users, Advertisers, Independent Affiliates or Third Parties. In all cases they must follow and respect the policies and rules of the established Copyrights in the same Web Portal, as well as the valid rules of each country and place where a violation may be generated in such manner.

The User recognizes and accepts that AiYellow.com does not examine or check the contents, images, texts, links, key words, amongst others, with its prior installation order, edition or transmission by the Advertisers, reason for which a box (Report this Ad) is available from the Web Portal, destined to be used against ads that are considered as non-category, harmful, illegal, obscene, vulgar, threatening, abusive, hateful, impersonators, defamatory, personal or corporate violations, in breach of copyrights and any unacceptable form, in order that AiYellow.com may correct the situation under the terms and conditions for Advertisers, situations that in no case will compromise the responsibility of AmarillasInternet Corporation, which in the case irregular contents move on a personal and/or corporative basis to the Advertiser or specific Advertisers from where it had originated.

Negotiations with Advertisers

The User agrees that any negotiation in offers of products or services, promotions, guarantees, qualities, payments, delivers, and in general anything related between the Users and Advertisers, will be subjects that are considered unique and exclusive to them under a distinctive and personal relationship and personal trading, AmarillasInternet Corporation and/or AiYellow.com will be exonerated of their licensed offices, their representatives or their Independent Affiliates as promoters, of all types of contractual and non-contractual responsibility, of guarantees derived from failure or taxes, which must be resolved between user and Advertiser, under the rules of each place and in its case under the protection of the applicable rules to the consumer.

AmarillasInternet Corporation does not participate in any form of negotiations between the Advertisers and the Users; therefore no responsibility is taken from them.

TERMS AND CONDITIONS FOR ADVERTISERS

These present Terms and Conditions have the scope of a binding obligatory agreement between AmarillasInternet Corporation and the Advertiser. Such agreement will be entirely enforced by the rules and clauses described below; prior to the following considerations:

- www.aiyellow.com, www.amarillasinternet.com and www.amarelasinternet.com Web Portals are property of AmarillasInternet Corporation, American privately held Company of the State of Delaware USA, legal head office Miami FI; for all intents and purposes, hereafter the Company.
- 2. The Company promotes its advertisements (Standard, Premium, Plus, DataClick and Gold Ads) exclusively through its authorized distributors in each country where the Company Web Portal is operating. The Advertisers carry out the acquisition or purchase of the respective codes for editing and activating each type of advertisement through such authorized distributors, according to the mutual terms and obligations set forth below.
- 3. The Advertiser accepts and acknowledges the obligations that acquires through the present agreement, and which are described below. In this sense we recommend to read and bear in mind such obligations to ensure the normal development of the agreement.
- 4. It is fully understood and agreed that the Company and its Web Portal have media obligations, for being a platform which is not involved with the offers and negotiations between Advertisers and Users.
- 5. The Company is compromised with the protection of the global environment; that is the reason why the present binding agreement is designed. It is understood that such agreement, which is binding on the Advertiser, is subscribed and accepted as form the moment of editing and publication of the respective advertisement (Ad). In all cases and according to individual criterion, may the Advertiser fully and with no variation print the present text, as means of support during negotiations, to physically subscribe the present agreement before the authorized Independent Distributor, according to the obligations -set forth below- that each individual acknowledges and assumes.
- I). PURPOSE; The code or codes required for the editing of the advertisements (Standard, Premium and Gold Ads) in www.aiyellow.com, are provided to the Advertiser by the Company through the authorized Independent Distributor. Such provision occurs in the countries where the Web Portal is operating, in exchange for the price and/or value specified below. The site contains a step-by-step system from the introduction of the initial alpha numeric code; for the description, title, information, keywords, maps and images; and depending on the type of advertisement picture gallery and video. Such site will be determined with private username and password that will allow the Advertiser to edit 99% of the advertisement as many times desired; according to the guidelines, possibilities and tools the system provides in each occasion. Such changes and editing will be displayed in real time. After 48 hours from the activation, the name for the advertisement will be locked. The Advertiser could request the change of name to the Company via Ticket from the Backend of the Ad. Name changes can only be

made when they are spelling mistakes or typographical; no name changes allowed of a business to another. Advertisements (Ads) also have an active link to the Advertiser's web site together with active buttons with a map (service provided by Third Parties) to send an email to the Advertiser, to print or to send to a friend. In the case of Premium and Gold advertisements (Ads) there is also a link to the picture catalog and video (service provided by Third Parties according to their own parameters), QR code, Branches and Promotional Coupons. The advertisements (Ads) are listed in a results page according to time of existence and/or placing ranking. Premium and Gold advertisements (Ads) have highlighted banner images, Standard advertisements (Ads) are listed according to time of existence and/or ranking. There is a main page that leads to the results site; in this main page it is possible to search using keywords in a specific city and country. All of such are determined by the Advertiser. It is also possible to search using information such as address, telephone number, postcode/zip code, or entering the registered name of the Advertiser. The position of an advertisement (Ad) in the results page will depend on the type of advertisement (Ad) and the position or ranking the Advertiser would like to give to such advertisement (Ad). It is understood that for such effect, a Standard code corresponds to a ranking of 1; Premium code corresponds to a ranking of 10 while a Gold code corresponds to a ranking of 50. The final position will depend on the equivalent to the addition of each code added to the initial editing. The contents and tools of each advertisement (Ad) will ultimately be available according to the disposal of the Company at each moment, this does not imply that a new feature has a greater cost for the Advertiser, except in particular cases, in which the Company shall expressly notify the Advertiser. To ensure the efficiency of the Web Portal, the Company will carry out the required maintenance, which may imply at a given moment, a restriction or an out-of-service situation of such Web Portal; such cases shall by no means imply failure to comply on the part of the Company.

Plus Product: The Company, through its Distributor or accredited Independent Distributor, has Advertisers in those countries where the Portal is enabled, a code called "Plus" that will provide the Advertiser a step by step from the introduction of the code initial alphanumeric to the services provided by the product which are: Opening Hours/ Delivery button/ Payment Method Available/ Button "Call you"/ Visit Count/ Testimonials and comments area/ Ad Rank/ Skype Me/ Social Networks/ 500 characters more to the Ad/ 5 discount coupons with images.

DataClick Product: The Company, through its Distributor or accredited Independent Distributor, has Advertisers in those countries where the Portal is enabled; a code called "DataClick" will provide the Advertise a step by step from the introduction of the initial alphanumeric code to the services provided by the product which are: Ad Views guaranteed and actual database of visitors.

II). DURATION; for the term of duration of the present agreement, it is established that each code is valid for (1) year as from the moment of editing for the Standard and Premium Ads and five (5) years for the Gold Ads; such period may be extended by the Advertiser if position and/or ranking are added. To set a clear example, such extension of validity would work as followed: a). 1 Standard code = 1 year. b). 2 Standard codes = 2 years and successively, up to a maximum of 5 years of validity, not taking into account if the number of advertisements (Ads) is bigger than 5. c). 1 Premium code = 1 year. d). 2 Premium codes = 2 years and successively, up to a maximum of 5 years of validity, not taking into account if the

number of advertisements (Ads) is bigger than 5. **e**). 1 Gold Code = 5 years, up to a maximum of 5 years of validity, not taking into account if the number of advertisements (Ads) is bigger than 5. If codes belonging to different categories are added, that is Gold, Premium and Standard codes; in this case the term of duration as Premium and Gold Ad is determined by the Premium and Gold codes, and in a residual manner by Standard codes according to their amount, which will extend the validity of such Ad as Standard, and until the expiration date of each one of them. After expiration date of any of our ads, they automatically become Basic ads and keep their original ranking positions. When dropping categories, Basic ads lose their Google indexation.

Plus Product: For purposes of the present term of the agreement, provide that each Plus code is valid equivalent to the time left of the Ad acquired.

AmaWeb Product: The Web Builder - AmaWebs is a free developed tool exclusively for our Gold, Premium and Standard Advertisers, which allows building a website based on basic data and direct interaction with the advert, from www.amawebs.com with the username and password registered. AmaWebs is based on a publisher and developer of high-end on default design templates and Storage up to 5 megabytes (images and documents).

If the Advertiser owns a domain, he/she can re-route it to AmaWebs, or use the sub-domain provided. Features; tools available and full technical support can be seen from www.amawebs.com.

Amawebs will provide all the features to Gold Advertisers for the term of five years, one year to the Premium ads, after the term of one year, Premium ads will only dispose of basic service without additional photo galleries and video, and one year to the Standard Ads with ranking 5.

Being the web builder a free tool for value-added advertising, the Terms and Conditions for Advertisers expressed and extended to understand the content and use of AmaWebs.

III). OBLIGATIONS:

The Advertisers acknowledges the obligations that they acquire and in such sense, they accept the powers of the Company as regards to irregular conducts contained within the present agreement, as well as conducts that may commonly be considered as reprehensible and/or harmful, not necessarily set forth. Such conducts may occur before the Company and/or its Web Portal, the Users, Advertisers themselves or the Independent Distributors. In such sense the Advertiser acknowledges and accepts the following: a). To pay the Independent Distributor the price for the editing of the Ad or Ads. b). To reports the Company of any improper conduct that they detect and that may affect them, originated by Users, Advertisers, Independent Distributor or Third Parties. For such purpose an email address is made available legal@aiyellow.com c). TO RESPECT KEYWORDS FOR THE ADVERTISEMENT/S CORRESPOND TO THE PRODUCT, SERVICE OR ACTIVITY OFFERED; EXPRESSLY UNDERTAKING NOT TO DISOBEY THIS RULE, WHICH IS FUNDAMENTAL FOR THE APPROPRIATE OPERATION OF THE WEB PORTAL. THEY ALSO UNDERTAKE NOT TO REPEAT SUCH BEHAVIOR. THE COMPANY MAY ESTABLISH, WITHOUT PRIOR NOTIFICATION; DISCIPLINARY ACTIONS FOR ADAPTATION AND EQUIVALENCE, AS PUNISHMENT IN EACH CASE, ACCORDING TO REPETITION. THE COMPANY EXPRESSLY WARNS THAT VIOLATION TO THIS RULE ELIMINATES THE POSSIBILITY OF INDEXING THE ADVERTISEMENT IN

EXTERNAL WEB SEARCH ENGINES, THAT AS AN ADDED VALUE THE WEB PORTAL HAS OR MAY HAVE. d). To respect copyrights as regards the contents, information, texts, photos, graphics, videos, music, sound, messages, links, and in general everything related to the advertisements or other material. To make sure that such content is by no means offensive, indecent, illegal, misleading, leading to damage and prejudice, defamatory, obscene and pornographic or in any way unacceptable. In such case, the offense will be complete responsibility of the individual or legal entity, in the place where such content was originated. e). to safeguard their private username and password to prevent the inappropriate use of the site. Cases of misuse or malicious use are considered responsibility of the Advertiser. f) Complete the personal Questions & Answers fields to protect the privacy of access to the ads. In case of loss of password, you will be able to easily retrieve it by answering correctly to the above mentioned questions. Otherwise, the advertiser will have to complete a Password Retrieval form, or contact the nearest Local Office and request a password reset.

- 2. The means for editing the advertisements, with the tools and existing recourses are provided by the Company to the Advertiser. Such service will be provided under normal circumstances, including the required maintenance, which will be notified according to the technology available. Likewise, it is acknowledged that external matters to the Company, such as unforeseen circumstances or acts of nature, breaking of submarine transmission cables, natural disasters, and Third Parties actions, among others may prevent the normal operation of the Web Portal. In such cases, its functionality will be subject to Third Parties, without responsibility on the part of the Company. Both the Company and all the Web Portal Users are equally subject to the Privacy Policy and Copyrights expressly set forth in such Web Portal. The Company is exclusively responsible for the provision of the service.
- 3. The Independent Distributors in the terms of their own obligations to the Company undertake to have the code/s for the editing of the Advertisement/s available before the Advertiser. The Independent Distributors will personally assume responsibility for additional services or products that they incorporate in their offer to the Advertiser.
- **IV)** PRICE; The Company sets the price of the Advertisements (individual Standard, Premium, Gold Codes, Plus Code, DataClick Code), in the legal tender in each country were the Web Portal is operating.

The Advertiser shall directly negotiate with the authorized Independent Distributor, who for such effects shall personally present the respective bill to collect the money, check, tax bill or its equivalent in each country and city. Such check entitles the authorized Independent Distributor to receive the respective payment; in that sense, applicable tax and legal obligations, and withholdings are personal and exclusive responsibility of the authorized Independent Distributor, either as individual or corporate company.

Pricing applicable to individual codes – 2015

Price in dollar established by the Company or its equivalent in local currency by reference to the official listing of the country.

COUNTRY	Standard Code	Premium Code	Gold Code	Plus Code	DataClick Code
Andorra	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Angola	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Argelia	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Argentina	\$ 315 + IVA	\$ 1.715 + IVA	\$ 9.900 + IVA	\$ 625 + IVA	U\$ 5
Armenia	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Aruba	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Australia	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Austria	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Barbados	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Belgium	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Belize	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Bolivia	Bs 270	Bs 1.800	Bs 9000	Bs 550	U\$ 5
Bonaire	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Brazil	R\$ 120	R\$ 800	R\$ 3800	R\$ 120	R\$ 20
Cambodia	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Canada	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Chile	15.000	100.000	500.000	25.000	U\$ 5
China	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Colombia	\$ 105.600	\$ 690.000	\$ 3.250.000	\$ 105.600	\$ 16.200
Korea	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Costa Rica	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Croatia	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Curação	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Denmark	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Ecuador	U\$ 40 + IVA	U\$ 255 + IVA	U\$ 1,235 + IVA	U\$ 80 + IVA	U\$ 5
El Salvador	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
UAE	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Spain	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Philippines	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
France	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Germany	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Ghana	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Greece	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Guatemala	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Haiti	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Holland	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Honduras	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Hong Kong	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
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India	Rs 1.500	Rs 10.000	Rs 50.000	Rs 2.500	U\$ 5
			U\$ 1,000	U\$ 60	U\$ 5
Indonesia	U\$ 30	U\$ 200	£ 793	£ 41	U\$ 5
England	£ 25	£ 163	U\$ 1,000		
Iran	U\$ 30	U\$ 200	, ,	U\$ 60	U\$ 5
Iraq	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Ireland	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Israel	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Italy	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Japan	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Laos	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Luxembourg	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Malaysia	101 RM	676 RM	3379 RM	169 RM	U\$ 5
Morocco	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Mexico	\$ 600 + IVA	\$ 3.800 + IVA	\$ 18.550 + IVA	\$ 1150 + IVA	U\$ 5
Mozambique	1.650 Mzn	10.600 Mzn	50.000 Mzn	1.650 Mzn	2.500 Mzn
Myanmar	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
New Zeland	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Nicaragua	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Nigeria	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Panama	U\$ 50 + IVA	U\$ 255 + IVA	U\$ 1,235 + IVA	U\$ 80 + IVA	U\$ 5
Paraguay	G 195.000	G 1.270.000	G 6.180.000	G 390.000	U\$ 5
Peru	S/. 120	S/. 770	S/. 3750	S/. 240	U\$ 5
Poland	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Portugal	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Puerto Rico	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
R. Dominican	1.200 Dop	8.000 Dop	U\$ 1,000	2.000 Dop	U\$ 5
Romania	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Russia	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Saint Marteen	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Saudi Arabia	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Singapore	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Sri Lanka	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
South Africa	R 400 + BTW	R 2,550 + BTW	R 12,350 + BTW	R 780 + BTW	U\$ 5
Sweden	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Switzerland	30€ + IVA	230€ + IVA	1150€ + IVA	70€ + IVA	U\$ 5
Thailand	1250,00 Bth + VAT	8150,00 Bth + VAT	39550,00 Bth + VAT	2500,00 Bth + VAT	U\$ 5
Taiwan	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Tanzania	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Trin. and Tobago	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Tunes	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Turkey	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Uruguay	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
USA	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5

	8.000 Bsf +		253.000 Bsf +	17.200	1.000 Bsf +
Venezuela	IVA	52.200 Bsf + IVA	IVA	Bsf + IVA	IVA
Vietnam	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5
Yemen	U\$ 30	U\$ 200	U\$ 1,000	U\$ 60	U\$ 5

To all service effect and purposes, the present agreement is subscribed with the Advertiser as from the moment of editing and publication of the Advertisement/s; under the present terms and conditions and as legal jurisdiction in the State of its incorporation and/or its legal head office, mentioned above.

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