



AiYellow.com Conditions of Use

1. We (AmarillasInternet Corporation o AiYellow.com) provide the AiYellow.com website. We are a Corporation registered in (and ruled by the laws of) Florida State, United States of America (registration number EIN 26-3779909). Our registered office is at 25 SE 2nd Ave. Suite 410 Ingraham Building, Miami, FL. 33131.
2. These conditions of using our websites (the “Conditions”) govern the terms of use of AmarillasInternet Corporation websites.
3. We legally own a wide range of intellectual property rights used in and relating to the AmarillasInternet Corporation websites, including:
 - a. each of the trade marks AmarillasInternet Corporation, AmarillasInternet, AiYellow.com and related logos;
 - b. our business-listings directory database;
 - c. the design, text, graphics, articles, blogs and other content of the AiYellow web pages, together with all the web addresses associated with those web pages, other than those which we use under license;

About these conditions

4. For the purpose of these Conditions, the term “AiYellow.com Websites” refers collectively to the following AmarillasInternet Corporation websites and the term “AiYellow.com Website” refers to any one of the following:
 - a. Ai Yellow Pages;
 - b. Ai White Pages;
 - c. Ai Website Builder;
 - d. UbiZ;
 - e. Yellow Heart Program;
 - f. Click to Help Program;
 - g. Ai Token - B2B Ai Coins;
5. including any other website we may own or run from time to time that links through to these Conditions.
6. If you log on to or use any part of the AiYellow Websites you agree to these Conditions. If you do not want to agree to these Conditions, do not log on to or use the AiYellow Websites.
7. We may change these Conditions at any time without giving you notice. Please check these Conditions from time to time for any changes. By continuing to use a AiYellow Website you agree to all the changes we make to these Conditions.

Use

8. Where any of the AiYellow Websites allow you to:
 - a. contact the organisations that provide these goods and services; or
 - b. bid for certain AiYellow products and services,
9. we may limit your access to all or some parts of the AiYellow Websites or may not accept you as an AiYellow business account holder (as the case may be). We may, in our absolute discretion, accept or refuse any registration application.
10. Please do not tell other people your log in details, password or any other piece of information that is part of our security procedures. We take steps to prevent people misusing the AiYellow Websites and to make sure that our rights are not affected. You are responsible for the content of any material provided using your log in details and password. You must notify us immediately if your log in details and/ or password, are used without your permission. We have the right to disable any account if, in our absolute discretion, you have failed to comply with these Conditions, including if your display name is inappropriate in any way.
11. You acknowledge and agree that:
 - a. you are responsible for any AiYellow account (Virtual Office, Smart Office) you use whilst on any of the AiYellow Websites and maintaining the confidentiality of your password and you shall take all necessary steps to ensure that your password is kept confidential and secure;



- b. you shall inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being used or is likely to be used in an unauthorised manner;
 - c. you accept all responsibility for any and all activities that occur at or through your AiYellow Account (whether authorised or not); and you shall ensure that all information that you provide to us is and remains at all times true, correct and complete.
12. We process information about you in line with our [Privacy policy](#). By using the AiYellow Websites, you agree to the way in which we process your personal information.
13. You must make sure that:
- a. all information you give us is true, correct and complete and let us know if it changes; and (where applicable).
 - b. all electronic files you give us use properly licensed software and are free from viruses and other malware.

Our Responsibilities

14. Subject to these conditions, we shall endeavor to make the AiYellow Websites available.
15. **You cannot use a AiYellow Website:**
- a. for any unlawful purpose;
 - b. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us or any other company within our group of companies;
 - c. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - d. to provide any kind of commercial information service;
 - e. as a source of material or contact data for any kind of marketing activity;
 - f. in a way that affects how it is run;
 - g. in a way that imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us;
 - h. to tamper with, update or change any part of the AiYellow Websites;
 - i. use any automated means to monitor or copy the AiYellow Websites or their content, or
 - j. to interfere with or attempt to interfere with how a AiYellow Website works.
16. You must not artificially increase the number of click counts or click-through for any advertisement or advertiser, including by:
- a. any manual means (such as repeatedly clicking on adverts or refreshing pages);
 - b. any automated means (such as computer-generated search requests or similar devices); or
 - c. asking someone to carry out these activities (including by offering any benefit or incentive).
17. We have the right to investigate your online activities, your online account and any order that you place with AiYellow for 'click-fraud' or any similar activity. You agree to provide reasonable help with these matters.
18. We may suspend and have the right to modify all or any part of the AiYellow Websites, (including any services or products that we offer on the AiYellow Websites) or your access to them, at any time without telling you beforehand. We won't be responsible to you for any changes we make or for ceasing operation of all or any part of the AiYellow Websites. In doing so we will endeavor not to diminish the value of any products or services that we offer to any material degree.
19. We may suspend or cancel your use of the AiYellow Websites or your online account with AiYellow or user details relating to any of the AiYellow Websites if:
- a. you do not keep to these Conditions
 - b. you use the AiYellow Websites in an inappropriate or unreasonable way;
 - c. you fail to pay the charges you owe us for any products or services you buy from us (whether you buy them through any of the AiYellow Websites or through another sales channel);
 - d. we suffer from any event or circumstance which is beyond our reasonable control or which we could not reasonably be expected to have taken into account at the date of commencing to provide the AiYellow Websites to you, and which



- results in or causes our failure to perform any or all of our obligations under these Conditions (including, without limitation, any act of God, lightning, fire, storm, flood, earthquake, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, industrial action, public demonstration, strike, sabotage, act of vandalism or explosion); or
- e. Bankruptcy or insolvency proceedings are brought against you, or a receiver, an administrative receiver or an administrator is appointed over any of your assets or, if you are a company, you go into voluntary liquidation (except for the purposes of amalgamation or reconstruction).
20. To be clear, if we suspend or cancel any of your AiYellow Accounts or AiYellow user details, you will still have to pay us for any products or services you have bought from us.

Material provided to any AiYellow Website

21. If you provide any material to any AiYellow Website (for example, by commenting on a blog, posting a review or uploading any other content including a video), you agree to grant us permission, irrevocably and free of charge, to use your material in any way we want on any website or otherwise (including altering and adapting it for operational or editorial reasons) in any media worldwide, which may include syndicating the material to selected third party social media and networking sites.
22. After posting or emailing your material to any AiYellow Website, you continue to own that material, and you continue to have the right to use your material in any way you choose.
23. Please choose carefully any information you post on any AiYellow Website, as it will be available for public viewing. By providing any material to a AiYellow Website, and for us to be able to use it, you confirm you and the material comply with all obligations set out in these conditions, and in particular that:
- your material is your own original work, or you are authorized to provide it any AiYellow Website;
 - your material is not defamatory (that is, it does not damage someone's good reputation), does not contain any material which is harassing, threatening, obscene, offensive, hateful, abusive or inflammatory;
 - your material does not take away or affect any other person's privacy rights, contract rights or any other rights;
 - your material does not promote any illegal activity or discrimination;
 - that you have the right to give us permission to use it for purposes specified above and that such use will not infringe the copyright, database right, trade mark, privacy or other rights of a third party;
 - your material is not in any way liable to mislead others or otherwise be detrimental to or inconsistent with our good name or reputation;
 - your material does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of the website;
 - if your material is intended to promote your own business or services, you will clearly and openly state your association with the particular business;
 - you will not falsify or delete any author attributions, legal or other proprietary notices, designations or labels; and
 - your material complies with our [Advertising policies](#).
24. You acknowledge that we do not have a duty to publish any material you have provided.
25. We have the right to:
- reject or refuse to post any material you have provided;
 - remove any material from any AiYellow Website, whether or not the material goes against any of these conditions; or
 - restrict, suspend or stop your access to all or any part of any AiYellow Website, at any time.
26. We will usually display your name with your material on any AiYellow Website, unless you ask us not to (as long as it is possible to do this). We may need to contact you for administrative purposes or to make checks on your material. For full details of when and how we may contact you, please see our [Privacy policy](#).
27. If you do not want to grant us the permission set out above on these terms, please do not provide any material to any AiYellow Website.



28. We do not edit, pre-vet or review any third-party material displayed on any AiYellow Website. We operate a notice and take down procedure regarding such material. If you believe that any comment or review does not comply with the requirements set out in clause 26 above, please notify us immediately. We will then review the material and, where we deem it appropriate, remove the material within a reasonable time.

Disclaimers

29. Please be aware of the following:

- a. You use the website at your own risk.
- b. We advise you to make sure you are satisfied with the exact type and nature of goods or services being offered by any organizations you search for using the Database. We also recommend that you check the qualifications of people, companies and organizations offering the goods or services. We are not an agent for and do not give guarantees for these organizations or their goods and services;
- c. You should not rely on the website for advice;

We cannot guarantee the accuracy of the results of any search made via the AiYellow Keyword Search Tool;

- d. The AiYellow Websites contain hyperlinks to websites run by companies other than Amamrillasinternet Corporation. We do not control, and are not responsible for, any other websites made available from or through AiYellow Websites. We do not give any guarantees about their content or how they work. You access and use these sites at your own risk and will need to keep to any conditions of use that apply to those sites. We do not approve or sponsor any products, services or content you access or buy through these websites.

30. As far as the relevant laws allow, neither we nor any other members of our group of companies, shareholders, officers, shareholders, staff or other organizations connected to us (collectively, 'AiYellow Personnel') give you any guarantees that:

- a. there will be no problems with how you use AiYellow Websites; or
- b. the computer or server you use to log on to AiYellow Websites is free of viruses or other harmful programmed.

Limits to our liability

31. You acknowledge and agree that computer and telecommunications systems are not uninterrupted or fault free and we do not make any representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the AiYellow Websites. We will take all commercially reasonable steps to minimize any such periods of interruption or non-availability.

32. You acknowledge and agree that we make no warranty and give no representation of any kind in relation to third party data and we accept no responsibility or liability for inaccuracy in or arising out of third party data.

33. Nothing in these Conditions shall limit or exclude liability in respect of death or personal injury caused by negligence, or fraudulent misrepresentation.

34. Under no circumstances will the AiYellow Personnel or any other organization involved in creating, producing, maintaining or distributing the AiYellow Websites be liable for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):

- a. loss of revenue;
- b. loss of actual or anticipated profits (including for loss of profits on contracts);
- c. loss of anticipated savings;
- d. loss of business;
- e. loss of opportunity;
- f. loss of goodwill;
- g. loss of reputation;



- h. loss of, damage to or corruption of data or software;
 - i. wasted expenditure; or
 - j. any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in Clauses 34a to 34f).
35. If we do not keep to these Conditions, we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other loss whether they are because we have not kept to our obligations or contract, because of our negligence, due to defamatory statements or liability for a product or service or otherwise as a result of:
- a. using or relying on the AiYellow Websites;
 - b. not being able to use the AiYellow Websites;
 - c. any mistake, fault, failure to do something, missing information, or virus on the AiYellow Websites or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
 - d. theft, destruction of information or someone getting access to our records, programs or services without our permission;
 - e. goods, products, services or information received through or advertised on AiYellow Websites or any links provided by AiYellow Websites; or
 - f. any information, data, message or other material which you e-mail, upload, reproduce, send, or receive using the AiYellow Websites.

Indemnities

36. You will at all times and on demand fully indemnify us and keep us fully indemnified from and against any claims, threatened or made against us arising as a result of your non-compliance with any of your representations, warranties or obligations set out in these Conditions.

General

37. Failure of either party to assert its rights in relation to any breach of these conditions shall not constitute a waiver of such rights, nor will any such waiver be implied.
38. Each provision of these conditions shall be construed separately and shall be severable from these Conditions. If any provision of these conditions (or portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these conditions will not be affected or impaired.
39. A person who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Conditions.

The Whole Agreement

40. These Conditions constitute the entire agreement between you and us with respect to the subject matter hereof, and supersedes all prior discussions, agreement or understanding between you and us.
41. 44. The laws of United State of America apply to your use of the AiYellow Websites and these Conditions. We control the AiYellow Websites from within the United State of America. However, you can get access to the AiYellow Websites from other places around the world. Although these places may have different laws from the laws of United State of America, by using the AiYellow Websites you agree that the laws of United State of America will apply to everything relating to you using a AiYellow Website and you agree to keep to these laws. We have the right to take you to court in the country you live in.