**YankiAI General Terms of Use**

**Last Updated: July 17, 2025**

Welcome to YankiAI! These Terms of Use (“Terms”) constitute a legal agreement between you (“User,” “you,” or “your”) and Nelat LLC, a company registered in California, USA (“YankiAI,” “we,” “our,” or “us”), governing your access to and use of the YankiAI application, website, APIs, and related services (collectively, the “Services”).

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services. These Terms apply to all users, including individuals, organizations, and entities.

**1. Who We Are and How We Operate**

YankiAI is a personal assistant platform and service aggregator that connects users with trusted third-party service providers (“Assistants” or “Third-Party Providers”). Nelat LLC operates from California, USA, but service operations and task fulfillment are conducted through third-party companies, primarily located in Mexico. No services are physically performed within the United States by YankiAI.

YankiAI does not directly provide personal services but facilitates connections between users and Third-Party Providers who perform tasks or services requested through the platform. We aim to streamline access to reliable services while prioritizing user convenience and trust.

**2. Eligibility**

* **Age Requirement**: You must be at least 13 years old (or the minimum legal age in your jurisdiction) to use the Services. Users under 18 must have consent from a parent or legal guardian, who is responsible for ensuring compliance with these Terms.
* **Legal Compliance**: You are responsible for ensuring that your use of the Services complies with all applicable local, state, national, and international laws and regulations.
* **Account Restrictions**: YankiAI reserves the right to refuse service or terminate accounts for users who do not meet eligibility requirements or violate these Terms.

**3. Account Registration and Responsibilities**

* **Accurate Information**: You must provide accurate, complete, and up-to-date information when creating an account. You agree to update your account information promptly if it changes.
* **Account Security**: You are responsible for maintaining the confidentiality of your account credentials (e.g., username and password) and for all activities that occur under your account. Notify us immediately at pa@yanki.ai if you suspect unauthorized access.
* **Prohibited Actions**: Do not share, transfer, or allow others to use your account credentials.
* **Organizational Accounts**: If you create an account on behalf of an organization or entity, you represent and warrant that you have the authority to bind that entity to these Terms.
* **Account Suspension**: YankiAI may suspend or terminate your account if we suspect fraudulent activity, unauthorized use, or violation of these Terms.

**4. Your Use of the Services**

**Permitted Use**

You may use the Services for lawful, personal, and non-commercial purposes, in accordance with these Terms and applicable laws. The Services are intended to facilitate access to Third-Party Providers for tasks such as personal assistance, scheduling, or other approved services.

**Prohibited Use**

You may not:

* Use the Services for any unlawful, harmful, abusive, or fraudulent purposes.
* Attempt to reverse-engineer, decompile, disassemble, or access the source code of the Services.
* Resell, sublicense, lease, or commercially exploit the Services without express written permission.
* Bypass, disable, or interfere with any access restrictions, security measures, or technical protections of the Services.
* Use the Services to develop or promote competing products or services.
* Engage in abusive, harassing, or discriminatory behavior toward Assistants, other users, or YankiAI staff.
* Use automated systems (e.g., bots, scrapers) to access or extract data from the Services without permission.
* Upload or transmit viruses, malware, or any harmful code.

**Accessibility**

YankiAI is committed to making the Services accessible to all users, including those with disabilities. If you encounter accessibility barriers, please contact us at pa@yanki.ai, and we will work to address your needs in accordance with applicable laws.

**5. Content and Intellectual Property**

**Your Content**

* **Ownership**: You retain ownership of any content you submit to the Services (“Input”), such as requests or messages, and the responses or outputs generated by the Services (“Output”), subject to the limitations of AI-generated content.
* **Assignment**: YankiAI assigns to you any rights, title, or interest it may have in your Output, to the extent permitted by law. However, you acknowledge that Outputs may be influenced by third-party AI models or data, which may impose additional restrictions.
* **Responsibility**: You are solely responsible for the legality, accuracy, and appropriateness of your Input and for how you use the Output. YankiAI is not liable for any consequences arising from your Input or Output.

**YankiAI’s Content**

* **Ownership**: All other content, software, trademarks, logos, designs, and intellectual property within the Services (excluding your Input and Output) are owned by YankiAI or its licensors and are protected by copyright, trademark, and other intellectual property laws.
* **Limited License**: YankiAI grants you a non-exclusive, non-transferable, revocable license to use the Services’ content solely for your personal, non-commercial use in accordance with these Terms.
* **Restrictions**: You may not copy, modify, distribute, sell, or create derivative works from YankiAI’s content, software, or materials without prior written permission.

**6. Service Operations and Third Parties**

* **Role of YankiAI**: YankiAI acts as an intermediary platform connecting users with Third-Party Providers. We do not directly perform or control the services provided by these providers.
* **Third-Party Providers**: All services requested through the YankiAI platform are fulfilled by independent Third-Party Providers, primarily based in Mexico or other jurisdictions. YankiAI does not guarantee the quality, reliability, legality, or timeliness of these services.
* **Third-Party Terms**: Services provided by Third-Party Providers are subject to their own terms and conditions, which you must review and accept when applicable. YankiAI is not a party to any agreement between you and a Third-Party Provider.
* **Payments for Third-Party Services**: Payments for third-party services are processed according to the Third-Party Provider’s terms. YankiAI may facilitate payment processing but is not responsible for disputes related to payments.
* **Certifications and Standards**: Services or products provided by Third-Party Providers may be subject to local certifications, licenses, or religious standards (e.g., kosher, halal). YankiAI does not verify or guarantee compliance with such standards unless explicitly stated.
* **User Responsibility**: You are responsible for reviewing the qualifications, certifications, and terms of Third-Party Providers before engaging their services.

**7. Privacy**

* **Privacy Policy**: Our Privacy Policy, available at [yanki.ai], forms an integral part of these Terms and explains how we collect, use, store, and protect your personal data.
* **Compliance**: YankiAI complies with applicable privacy laws, including but not limited to the General Data Protection Regulation (GDPR) for EU users, the California Consumer Privacy Act (CCPA) for California residents, the Lei Geral de Proteção de Dados (LGPD) for Brazil, and the Ley Federal de Protección de Datos Personales en Posesión de los Particulares (LFPDPPP) for Mexico.
* **Data Sharing**: By using the Services, you consent to the sharing of necessary data with Third-Party Providers to fulfill your requests, as outlined in our Privacy Policy.

**8. Payment and Billing**

* **Paid Features**: Some features of the Services require payment, such as subscriptions or fees for specific tasks. Pricing details are provided at the time of purchase.
* **Recurring Charges**: By subscribing to paid Services, you authorize YankiAI to charge your chosen payment method on a recurring basis until you cancel your subscription. You may cancel at any time through your account settings.
* **Non-Refundable**: All payments are final and non-refundable unless otherwise required by applicable law or explicitly stated in our refund policy.
* **Price Changes**: YankiAI reserves the right to modify pricing for the Services. We will provide reasonable notice of material price changes via email or through the Services.
* **Taxes**: You are responsible for any applicable taxes related to your use of the Services, unless otherwise stated.

**9. Termination**

* **By You**: You may stop using the Services and terminate your account at any time by deactivating your account through the platform or contacting us at pa@yanki.ai.
* **By YankiAI**: We may suspend or terminate your account or access to the Services if you violate these Terms, engage in fraudulent or illegal activity, or for any other reason at our discretion, with or without notice.
* **Effect of Termination**: Upon termination, your right to access the Services ceases immediately. Any outstanding payments or obligations remain due. Provisions of these Terms that by their nature should survive termination (e.g., intellectual property, liability, dispute resolution) will continue to apply.

**10. Disclaimers and Limitations of Liability**

**No Warranties**

* The Services are provided “as is” and “as available” without warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
* YankiAI does not guarantee the accuracy, reliability, completeness, or suitability of the Services, Third-Party Provider services, or AI-generated Outputs.
* We do not warrant that the Services will be uninterrupted, error-free, or free from viruses or other harmful components.

**Limitations of Liability**

* To the maximum extent permitted by law, YankiAI, its affiliates, officers, directors, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising from your use of the Services.
* YankiAI’s total liability for any claim arising from these Terms or the Services is limited to the greater of (a) the amount you paid for the Services in the 12 months prior to the claim or (b) $100 USD.
* These limitations apply even if YankiAI was advised of the possibility of such damages or if the damages were foreseeable.

**Force Majeure**

YankiAI is not liable for any failure to perform its obligations under these Terms due to events beyond our reasonable control, including but not limited to natural disasters, pandemics, strikes, or governmental actions.

**11. Indemnification**

You agree to indemnify, defend, and hold harmless YankiAI, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys’ fees) arising from:

* Your violation of these Terms or applicable laws.
* Your Input or use of Outputs.
* Your interactions with Third-Party Providers.
* Any misuse of the Services.

YankiAI reserves the right to assume the exclusive defense and control of any matter subject to indemnification, at your expense.

**12. Dispute Resolution**

**Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflict of law principles.

**Arbitration**

* **Agreement to Arbitrate**: Any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by the American Arbitration Association (AAA) in Los Angeles, California, under its Consumer Arbitration Rules.
* **Process**: Arbitration will be conducted in English on an individual basis. You and YankiAI waive the right to participate in class actions, class arbitrations, or jury trials, to the extent permitted by law.
* **Costs**: Each party will bear its own costs, except as otherwise provided by AAA rules or applicable law.
* **Confidentiality**: Arbitration proceedings and outcomes will remain confidential, except as required by law.

**Exceptions**

* **Small Claims**: Disputes eligible for small claims court may be resolved in such courts instead of arbitration.
* **Injunctive Relief**: Either party may seek injunctive relief in a court of competent jurisdiction for issues involving intellectual property or equitable relief.
* **Mandatory Rights**: If your local law grants mandatory consumer or privacy rights (e.g., under GDPR or CCPA), those rights are not affected by this arbitration clause.

**Opt-Out**

You may opt out of arbitration by sending written notice to pa@yanki.ai within 30 days of first accepting these Terms. Opting out does not affect other provisions of these Terms.

**13. International Users**

* **Global Access**: YankiAI operates globally, and users outside the United States agree to comply with their local consumer protection, privacy, and other applicable laws.
* **Jurisdiction-Specific Rights**: Users in the European Union, United Kingdom, Brazil, Mexico, and other jurisdictions may have additional rights under local laws (e.g., GDPR, LGPD, LFPDPPP). These rights are supplemental to these Terms and are detailed in our Privacy Policy.
* **Cross-Border Data Transfers**: By using the Services, you consent to the transfer, storage, and processing of your data in the United States, Mexico, or other countries, as outlined in our Privacy Policy.

**14. Changes to These Terms**

* **Updates**: YankiAI may update these Terms from time to time to reflect changes in our Services, legal requirements, or business practices.
* **Notification**: Material changes will be communicated at least 30 days in advance via email, through the Services, or on our website. Non-material changes may take effect immediately.
* **Acceptance**: Your continued use of the Services after the effective date of revised Terms constitutes your acceptance of those changes. If you do not agree to the revised Terms, you must stop using the Services.

**15. Miscellaneous**

* **Entire Agreement**: These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and YankiAI regarding the Services.
* **Severability**: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
* **Waiver**: Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.
* **Assignment**: You may not assign or transfer your rights or obligations under these Terms without our prior written consent. YankiAI may assign these Terms without restriction.
* **No Third-Party Beneficiaries**: These Terms do not confer any rights or benefits to third parties, except as expressly stated (e.g., Third-Party Providers).
* **Language**: These Terms are provided in English. Any translations are for convenience only, and the English version controls in case of conflict.

**16. Contact**

For questions, concerns, or feedback about these Terms or the Services, please contact us at:

* **Email**: pa@yanki.ai
* **Mail**: Nelat LLC, 4221 Wilshire Blvd, Suite 312, Los Angeles, CA 90010, USA