


# EXHIBIT 1

CV 10-01321 EMC  
CV 10-02351 EMC


Real people. Real reviews.®

**Search for** (e.g. taco, cheap dinner, Max's)

**Near** (Address, Neighborhood, City, State or Zip)

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Find Reviews
Invite Friends
Messaging
Talk
Events
Member Search

## Terms of Service

Last Updated on July 21, 2010

These terms and conditions (the "**Terms of Service**") govern your access to and use of Yelp's websites and mobile applications that link to or reference these Terms of Service (collectively, the "**Service**"). By accessing or using the Service, you are agreeing to these Terms of Service and concluding a legally binding contract with Yelp! Inc. ("**Yelp**"). Do not access or use the Service if you are unwilling or unable to be bound by the Terms of Service.

### 1. DEFINITIONS

#### A. Parties

"**You**" and "**your**" refer to you, as a user of the Service. A "**user**" is someone who accesses, browses, crawls, scrapes, or in any way uses the Service. "**We**", "**us**", and "**our**" refer to Yelp.

#### B. Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**Your Content**" means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, compliments, invitations, check-ins, messages, and information that you publicly display or displayed in your account profile. "**User Content**" means Content that users submit or transmit to, through, or in connection with the Service. "**Yelp Content**" means Content that we create and make available in connection with the Service. "**Third Party Content**" means Content that originates from parties other than Yelp or its users, which is made available in connection with the Service. "**Site Content**" means all of the Content that is made available in connection with the Service, including Your Content, User Content, Third Party Content, and Yelp Content.

### 2. CHANGES TO THE TERMS OF SERVICE

We may modify the Terms of Service from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms of Service on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms of Service. **You understand and agree that your continued access to or use of the Service after any posted modification to the Terms of Service indicates your acceptance of the modification.**

### 3. TRANSLATION

We may translate these Terms of Service into other languages for your convenience. Nevertheless, the English version governs your relationship with Yelp, and any inconsistencies among the different versions will be resolved in favor of the English version.

### 4. USING THE SERVICE

#### A. Eligibility

To access or use the Service, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service. You may not access or use the Service if you are a competitor of ours or if we have previously banned you from the Service or closed your account.

#### B. Permission to Use the Service

We grant you permission to use the Service subject to the restrictions in these Terms of Service. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

#### C. Site Availability

The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

#### D. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

There are two types of accounts:

- i. A "**Personal Account**" is an account for your personal, non-commercial use only. In creating a Personal Account, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Service. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple Personal Accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with Yelp. Please read our Privacy Policy for more information.
- ii. A "**Business Account**" is an account to be used solely for the purpose of representing your business in connection with the Service. In creating or updating a Business Account, you must be an authorized representative of the business in question, and you must provide complete and accurate information about yourself and the business you represent, including an unobstructed photo of yourself to be displayed in connection with your Business Account. You may not provide an email address that is not your own. If you are no longer an authorized representative of the business in question, you must close your Business Account immediately.

#### E. Communications from Yelp and other Users

By creating an account, you agree to receive certain communications in connection with the Service. For example, you might receive compliments or friend requests from other Users. You will also receive our weekly e-mail newsletter about happenings in your neighborhood. You can opt-out of non-essential communications here

### 5. CONTENT

**A. Responsibility for Your Content**

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Yelp.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

**B. Our Right to Use Your Content**

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Yelp and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

**C. Ownership**

As between you and Yelp, you own Your Content. We own the Yelp Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "**IP Rights**") associated with the Yelp Content and the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Yelp Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Yelp Content are retained by us.

**D. Advertising**

Yelp and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

**E. Content Feeds**

We make some of the Site Content (the "**Feed Content**") available via Real Simple Syndication and Atom feeds (the "**Feeds**"). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog ("**Your Site**"), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on Yelp's websites, and attributes Yelp as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that Yelp promotes or endorses any third party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden Yelp's systems. Yelp reserves all rights in the Feed Content and may terminate the Feeds at any time. Please select "Partnerships" on our contacts page here to inquire about other possible uses of the Feeds.

**F. Other**

We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion and without notice to you. For example, we may remove a review if we believe it violates our Content Guidelines. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

**6. RESTRICTIONS**

We are under no obligation to enforce the Terms of Service on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms of Service, we reserve the right to investigate and take appropriate action at our sole discretion.

**A. You agree not to, and will not assist or enable others to use the Service to:**

- i. Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or writing a review that you were paid for either directly or indirectly by the business being reviewed;
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account and as expressly permitted by Yelp;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

**B. You also agree not to, and will not assist or enable others to:**

- i. Violate the Terms of Service;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Site Content (other than Your Content), except as expressly authorized by Yelp;
- iii. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service or any Site Content;
- iv. Reverse engineer any portion of the Service;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;
- viii. Reformat or frame any portion of the Service;

- ix. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Yelp's technology infrastructure or otherwise make excessive traffic demands of the Service;
- x. Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- xi. Use the Service or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- xii. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- xiii. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Site Content; or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Service.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

## 7. GUIDELINES AND POLICIES

### A. Content Guidelines

You represent that you have read and understood our Content Guidelines.

### B. Privacy

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms of Service and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Service outside of the United States, you consent to having your personal data transferred to and processed in the United States.

### C. Copyright And Trademark Disputes

Please see our Infringement Policy for information about copyright and trademark disputes.

## 8. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

## 9. THIRD PARTIES

The Service may include links to other websites or applications (each, a "**Third Party Site**"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Service are provided in connection with third parties and subject to additional terms posted here which are incorporated herein by reference.

## 10. INDEMNITY

You agree to indemnify and hold Yelp, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Service, (ii) your violation of the Terms of Service, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Yelp reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Yelp. Yelp will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF YELP AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, THE "YELP ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

- A. THE SERVICE AVAILABLE IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.
- B. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE CONDUCT OF THIRD PARTIES. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT OR IDENTITY, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED ON THE SERVICE.
- C. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, AND REVIEWS, OR THE SAFETY OR SECURITY OF THE SERVICE. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, OR REVIEWS, OR THE SAFETY OR SECURITY OF THE SERVICE.
- D. THE YELP ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- E. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.
- F. THE YELP ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS OF SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE YELP ENTITIES IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- G. THE YELP ENTITIES DISCLAIM ALL LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) LOSS OF OR DAMAGE TO REPUTATION OF YELP OR ANY THIRD PARTY, OR (v) LOSS OF INFORMATION OR DATA.

**12. CHOICE OF LAW AND VENUE**

California law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Yelp (a "**Claim**"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

**13. TERMINATION**

- A. You may terminate the Terms of Service at any time by closing your account, discontinuing your use of the Service, and providing Yelp with a notice of termination here. If you close your account, we may continue to display Your Content where it implicates other users (e.g., compliments that you have sent to other users and comments that you have posted to Yelp Talk).
- B. We may close your account, suspend your ability to use certain portions of the Service, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Service, Your Content, Site Content, or any other related information.
- C. In the event of any termination, whether by you or us, Sections 1, 5, 6, 10 - 14 of these Terms of Service will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

**14. GENERAL TERMS**

- A. We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or communications through the Service.
- C. Except as otherwise stated in Section 9 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- D. The Terms of Service contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Service.
- E. Any failure on Yelp's part to exercise or enforce any right or provision of the Terms of Service does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- F. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable.
- G. The Terms of Service are not assignable, transferable or sublicensable by you except with Yelp's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.
- H. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

<b>About</b>	<b>Help</b>	<b>More</b>	<b>Countries</b>	<b>Language</b>
<a href="#">About Yelp</a>	<a href="#">FAQ</a>	<a href="#">Careers</a>	<a href="#">Austria</a>	<a href="#">English ▾</a>
<a href="#">Yelp Blog</a>	<a href="#">Content Guidelines</a>	<a href="#">Yelp Mobile</a>	<a href="#">Canada</a>	
<a href="#">Press</a>	<a href="#">Contact Yelp</a>	<a href="#">The Weekly Yelp</a>	<a href="#">France</a>	
<a href="#">Terms of Service</a>	<a href="#">Business Support Center</a>	<a href="#">RSS</a>	<a href="#">Germany</a>	
<a href="#">Privacy Policy</a>	<a href="#">Developers</a>	<a href="#">Top Searches</a>	<a href="#">Ireland</a>	
			<a href="#">Spain</a>	
			<a href="#">The Netherlands</a>	
			<a href="#">United Kingdom</a>	
			<a href="#">United States</a>	

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