

Exhibit B

Yelp, Inc.

706 Mission St.
San Francisco, CA 94103
(415) 615-0795 fax
collections@yelp.com

Credit Card Purchase Validation

4/7/2010

Business Owner Email: REDACTE @celibre.com
Last Login: Tuesday, March 16, 2010 10:59:43 a.m. PT
Previous Login: Tuesday, March 16, 2010 10:42:35 a.m. PT
Telephone Number:

Cardmember Name: REDACTED
Billing Address: REDACTED
Credit Card: REDACTE
Expiration: REDA
IP Address: REDACTE

Program: Impressions
Impression Limit: 500
Flat Fee: \$350.00
Fee Period: Calendar Month
Contract Length: Month to Month
Program Period: 1/12/2010 -
Ad Categories: Dermatologists, Hair Removal, Skin Care

Impressions (Last 30 days): 670
Views (Last 30 days): 140
Clicks (Last 30 days): 7

Terms of Service

Agreed To: Tuesday, January 12, 2010 3:51:25 p.m. PT

ADVERTISING TERMS AND CONDITIONS

Last revision on October 30th, 2009

These Advertising Terms and Conditions (the "Terms") govern your purchase of advertising services from Yelp! Inc. ("Services"). You represent that you are an authorized representative of the business for which Services are to be provided (the "Client"). By purchasing the Services, you are binding Client to these Terms with Yelp! Inc ("Yelp"). The Terms are effective as of the date that you first purchase Services ("Effective Date").

Advertising Account

Client hereby establishes an advertising account with Yelp, enabling Client to purchase Services that Yelp makes available to Client from time to time in connection with the Yelp website (the "Site"). Each such purchase (a "Purchase Order") will be governed by and incorporated into these Terms, and will set forth the Services purchased, applicable fees, commitment period, renewal terms, and service start date in writing, by email, or through the Site. Any conflict between the Terms and any Purchase Order will be resolved in favor of the Purchase Order.

Description of Services

Among the Services offered from time to time, the Enhanced Profile Program enables Client to access premium features in connection with its business profile page on the Site, and the Ad Impression Program directs Yelp to make commercially reasonable efforts to deliver a specified or variable number of ad impressions to the Site per month. If Client is in the Ad Impression Program with a specified number of ad impressions per month, its sole remedy in the event of any under-delivery is for Yelp to deliver the shortfall in subsequent months. If Client is in the variable Ad Impression Program, Yelp will deliver a variable but unguaranteed number of ad impressions, at its sole discretion, based on available inventory and other factors. Fees for the variable Ad Impression Program are therefore based either on page views or ad clicks (as indicated in the Purchase Order) rather than ad impressions. A "page view" is a single display of a location's business profile page to a Site user. An "ad click" occurs when a Site user clicks on an ad impression. An "ad impression" is a single display of a highlighted "Sponsored Result" on the Site which incorporates content provided by Client and/or the Site's users. The parties agree to use Yelp's tracking system in measuring all page views, ad clicks, and ad impressions. Yelp reserves the right to alter advertising materials so they conform to its current technical specifications and advertising standards.

Fees and Payment

For each Purchase Order, Client will pay the agreed upon fees for the duration of the commitment period. Payments are due in advance of the period for which they apply, or as otherwise set forth in the Purchase Order. Unpaid amounts or errors may be billed on subsequent dates. Client will be liable for all reasonable costs incurred by Yelp to collect fees on past due amounts hereunder, including attorneys' fees. The fees agreed in a Purchase Order are fixed for the duration of the applicable commitment period, but may be modified by Yelp thereafter by providing one month's prior written notice. IF CLIENT PROVIDES YELP WITH CREDIT CARD, DEBIT CARD, OR BANK ACCOUNT INFORMATION, CLIENT AUTHORIZES YELP TO USE SUCH PAYMENT

INFORMATION TO AUTOMATICALLY CHARGE CLIENT ON A RECURRING BASIS TO COLLECT ALL FEES DUE HEREUNDER.

Client Warranties

Client warrants that any information or materials that it provides in connection with the Services ("*Advertising Materials*") will be true and complete, and will not violate any third party rights or applicable law. Yelp reserves the right to reject any Advertising Materials at its sole discretion. Client further warrants that it will comply with all applicable law, rules, regulations of federal, state and local governments and agencies.

Information About and Use of the Site

The Site allows users to post reviews about businesses. In order to improve reliability, the Site employs an automated filter to suppress reviews from less established users, including those who may be legitimate customers of Client. Yelp's advertising program does not allow Client to remove or reorder negative reviews. Yelp disclaims all liability in connection with, and to the extent that, Client instructs Yelp to access Client's account on Client's behalf in order to make changes or post information to the Site ("*Client Instructions*"). It is Client's responsibility to confirm that Client Instructions are executed as requested. Client's use of the Site, including any use by someone else acting on Client's instructions, is governed by the Terms of Service posted here: <http://www.yelp.com/static?p=tos> ("*TOS*"). Any conflicts between these Terms and the TOS will be resolved in favor of the TOS.

Termination

Client may terminate a Purchase Order at the end of the commitment period or any renewal period by providing written notice to Yelp prior to the 15th day of the month before the termination is intended to take effect. If Client terminates a Purchase Order before the end of the commitment period, Client must pay the agreed upon early termination fee, recognizing that Yelp bears certain costs up-front, and that there is an implied pricing discount based on the length of Client's chosen commitment. Yelp may terminate any Purchase Order or the Terms at any time for any or no reason, effective immediately, by providing written notice to Client. In the event of any termination, Client will immediately pay all unpaid fees through the date of termination, and Yelp will reimburse any fees that were prepaid for Services to be rendered after the date of termination. These Terms will continue in full force and effect in the event of the termination of any Purchase Order.

NO WARRANTIES / LIMITATIONS OF LIABILITY

YELP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER YELP NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE, OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO A PURCHASE ORDER, THE SERVICES, THE SITE, OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF YELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YELP'S MAXIMUM LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH A PURCHASE ORDER, THE SERVICES, OR THESE TERMS WILL BE THE AGGREGATE FEES PAID TO YELP HEREUNDER, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW. YELP SHALL NOT BE LIABLE FOR NON-PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.

Indemnification

Client will indemnify, defend, and hold Yelp and its officers, directors, agents, and employees harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Advertising Materials, Client Instructions, Client's use of the Services, or any breach of these Terms by Client.

Miscellaneous

Anyone agreeing to the Terms on behalf of Client represents that it has full legal authority to bind Client to the Terms. The Terms embody the entire understanding between the parties respecting the subject matter of herein, and supersede any and all prior related representations and agreements between the parties. No conditions, printed or otherwise, appearing on other contracts, orders or copy instructions which conflict with, vary, or add to these Terms will be binding on Yelp. The Terms may not be amended or modified except in writing. Client may not assign the Terms without Yelp's consent. If any provision of the Terms is held to be invalid or unenforceable, the parties will substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision. The Terms will be governed by and construed in accordance with the laws of California without regard to its conflicts of laws provisions. The parties consent to jurisdiction and venue for actions related to the subject matter hereof in the state and federal courts located in San Francisco County, California. Sections VII, VIII, and IX of the Terms will survive any termination of the Terms.