

Exhibit E

TERMS OF SERVICE
Last Updated on August 5, 2008

By accessing, browsing, crawling, scraping or in any way using this website located at www.yelp.com (the **"Site"**), you agree to these Terms of Service, the privacy policy posted at <http://www.yelp.com/static?p=privacy> (the **"Privacy Policy"**), and any other guidelines, rules, and additional terms referenced herein (collectively the **"Terms of Service"**). Please read the Terms of Service carefully. Your access to or use of the Site constitutes your acceptance of the Terms of Service. If you are unwilling to be bound by the Terms of Service, do not access or use the Site.

1. Definitions.

A **"User"** is anyone who accesses, browses, crawls, scrapes, or in any way uses the Site, including but not limited to you and others who may read or write reviews about local businesses listed on the Site. The **"Services"** means the services and functionality made available to Users on the Site. **"Content"** means information, compilations, communications, images, photographs, graphics, audio, and videos. **"Your Content"** means Content that you submit, post, or transmit to, or using, the Site, including but not limited to the ratings, reviews, compliments, information that you display as part of your account profile, invitations, or other commentary that you may submit, post, or transmit to, or using, the Site. Your Content does not include personally identifiable information that you submit when creating an account on the Site (which personal information is subject to our Privacy Policy). **"User Content"** means the Content that any User of the Site may submit, post, or transmit to, or using, the Site, including but not limited to Your Content. **"Yelp Content"** means Content that is created by Yelp! Inc. (**"Yelp"**) and made available on the Site. **"Third Party Content"** means Content that is made available on the Site by parties other than Yelp or the Users, including but not limited to data providers who license data to Yelp for use on the Site. **"Site Content"** means all of the Content that is made available on the Site, including Your Content, User Content, Third Party Content, and Yelp Content.

2. Eligibility.

You must be at least 18 years old. In addition, you may not use the Services or accept the Terms of Service if (i) you are not of legal age to form a binding contract, or (ii) you are prohibited by law from receiving or using the Services. By accessing or using the Site, you represent and warrant that you have the right, authority, and capacity to enter into the Terms of Service and to abide by all of the terms and conditions set forth herein. If you access or use the Site on behalf of a company, entity, or organization, you represent and warrant that you are an authorized representative of such company, entity, or organization with the authority to bind it to the Terms of Service.

3. Changes to the Terms of Service or the Site.

The Terms of Service may be modified by Yelp at any time. When these changes are made, Yelp will notify you by making a new copy of the Terms of Service available on this page and will indicate at the top of this page the date these terms were last revised. Any such modification will be effective upon Yelp's posting of new Terms of Service. **Your continued use of the Site after any posted modification to the Terms of Service indicates your acceptance of the modification. Unless expressly stated otherwise by Yelp, any new Services or Site Content implemented after your initial access to the Site shall be subject to the Terms of Service.**

4. User Accounts.

To access or use some of the Services, you may be required to register on the Site by creating an account and providing information about yourself to Yelp. You are solely responsible for maintaining the confidentiality of any passwords that you create in connection with the Site, and are solely responsible for all activities that occur in connection with your account. You agree to notify Yelp

immediately of any unauthorized use of your account. Yelp reserves the right to close your account at any time for any or no reason. There are two types of accounts:

a. A **"Personal Account"** is an account for your *personal, non-commercial use only*, and may be used (among other things) to submit, post, and transmit reviews, ratings, messages, compliments, invitations, commentary, photographs, and other types of User Content. In creating or updating a Personal Account, we ask that you provide complete and accurate information about yourself in order to bolster your credibility as a contributor to the Site, though you may instead choose not to provide information that makes you personally identifiable. Notwithstanding the foregoing, you may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), provide an email address that is not your own, or create multiple Personal Accounts.

b. A **"Business Account"** is an account for use on the Site as a representative of a business that is listed on the Site. 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. You may not provide an email address that is not your own or create multiple Business Accounts for the same business.

5. Use of the Site.

a. Subject to the restrictions set forth herein, Yelp grants you permission to access and use the Services, including but not limited to the ability to: (a) search for local business and services, (b) read, write, and share reviews about local businesses, (c) announce local events, (d) post messages on talk boards, (e) send messages to other Users, and (f) invite people you know to register with Yelp. More broadly speaking, the Site allows Users to submit, post, and transmit reviews, ratings, messages, invitations, commentary, photographs, and other types of User Content.

b. You will be exposed to User Content and Third Party Content. You understand that User Content and Third Party Content may be offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Yelp does not endorse User Content or Third Party Content, including but not limited to the opinions, recommendations, or advice expressed therein.

6. Restrictions on Use.

You agree that you will not (and will not permit others to):

a. use the Site to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with a User's enjoyment of the Site;

b. use the Site to transmit or post spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;

c. use the Site for promotional or commercial purposes, unless expressly allowed to do so by Yelp;

d. use the Site in a manner that creates the appearance of a conflict of interest, including trading reviews with other business owners and writing or soliciting shill reviews;

e. use the Site to promote bigotry or discrimination against protected classes;

f. use the Site to violate 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;

- g. use the Site to transmit or post illegal materials, including material that is pornographic or obscene;
- h. use the Site in connection with the solicitation of personal information from minors;
- i. use the Site in violation of the Terms of Service or any applicable local, state, national or international law;
- j. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works of, publicly display, sell, trade, or in any way exploit the Site, the Services, or any of the Site Content (other than Your Content), except as expressly authorized by Yelp;
- k. reverse engineer any portion of the Site;
- l. remove any copyright, trademark or other proprietary rights notices contained on the Site or in any Site Content;
- m. collect or record information about Users;
- n. use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any Site Content or information from the Site;
- o. access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- p. reformat or frame any portion of the Site;
- q. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on Yelp's technology infrastructure; or
- r. attempt to gain unauthorized access to the Site, User accounts, computer systems or networks connected to the Site through hacking, password mining or any other means; use the Site or any Site Content to transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site; use the Site 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 Site or any Services or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

7. Licenses.

a. You hereby grant Yelp and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, fully sublicensable, and fully transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, incorporate into other works, display, perform, and otherwise exploit Your Content for any purpose, including without limitation promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels now known or later developed ("**Downstream Distributions**").

b. You also hereby grant Users and users of any Downstream Distributions a non-exclusive license to access, use, reproduce, distribute, display, and perform Your Content for their personal, noncommercial use in connection with their use of the Site and any Downstream Distributions, as expressly permitted by the functionality of the Site and any applicable Downstream Distribution, and the Terms of Service and terms of use of any applicable Downstream Distribution. In addition, you grant

Yelp, its affiliates, and their respective sublicensees the right to associate and display your account name with Your Content.

c. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to Your Content.

8. Responsibility for Your Content.

a. You are solely responsible for Your Content. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure by you of information in Your Content that makes you personally identifiable. You hereby affirm, represent, and warrant that you own, or have the necessary licenses, rights, consents, and permissions to use, and authorize Yelp to use, Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Yelp.

b. Because you alone are responsible for Your Content (and not Yelp), you may expose yourself to liability if, for example, Your Content 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 false, intentionally misleading, or defamatory; 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.

9. Use of Your Content.

a. Yelp makes no representations that it will publish or otherwise use Your Content in any way. Yelp may or may not use Your Content in its sole discretion. You understand that Yelp does not guarantee any confidentiality with respect to Your Content. Yelp has no obligation to store or provide you with copies of Your Content.

b. Yelp reserves the right (but has no obligation) to remove or suppress User Content from the Site at its sole discretion for any or no reason and without notice or liability of any kind, including without limitation, the suppression or removal of User Content that may be untrustworthy or in violation of the Terms of Service or content guidelines (as posted at <http://www.yelp.com/faq>).

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

10. Copyright Dispute Policy.

Yelp has adopted the following policies and procedures toward copyright infringement in accordance with Title 17, United States Code, Section 512(c), which is part of the Digital Millennium Copyright Act ("DMCA"). The address of Yelp's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section. It is Yelp's policy to (i) respond to notices of alleged copyright infringement that comply with the DMCA; and (ii) terminate the accounts of those who Yelp determines to be "repeat infringers".

a. **Procedure for Reporting Copyright Infringements.** If you are a copyright owner or agent thereof, and believe that your copyright is being infringed in connection with the Site, please send a written notification to the Designated Agent detailing the alleged infringement. Your written notification must include:

- (1) Identification of the copyrighted work that you claim has been infringed;

(2) Identification of the content on the Site that allegedly infringes upon the copyrighted work at issue, and information reasonably sufficient to permit Yelp to locate such content on the Site;

(3) A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(4) A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

(5) Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

Please note that Yelp may, at its sole discretion, send a copy of such notices to third-parties for publication. For example, your letter (with personal information removed) may be forwarded to Chilling Effects (<http://www.chillingeffects.org>) for publication. Please note that you may be subject to liability under Section 512(f) of the DMCA if you materially misrepresent that content on the Site infringes your copyright.

b. Procedure to Supply a Counter-Notice to the Designated Agent. If you believe that content has been mistakenly removed from the Site pursuant to this DMCA policy, you may send a written counter-notice to the Designated Agent including the following:

(1) Identification of the content that was removed, and the location on the Site where it would have been found prior to its removal;

(2) A statement under penalty of perjury that you have a good faith belief that the content was removed as a result of a mistake or misidentification;

(3) A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is located outside the United States, for any judicial district in which Yelp is located, and that you will accept service of process from the person who provided notification under 512(c)(1)(C) or an agent of such person; and

(4) Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

c. Address for Designated Agent. Please contact Yelp's Designated Agent at the following address:

Jeremy Stoppelman
Copyright Agent, Yelp! Inc.
706 Mission Street
San Francisco, CA 94103
United States of America
Phone: (415) 908-3801
Fax: (415) 908-3833
Email to: legal@yelp.com

The Designated Agent should only be contacted in connection with the issues raised in this Section. All other inquiries directed to the Designated Agent will not be responded to; instead, such inquiries should be made through the procedures referenced in Sections 15 or 23 below.

11. Content Feeds

Yelp makes 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, provided that (a) your use of the Feeds is for personal, non-commercial purposes only, (b) your display of the Feed Content links back to the relevant pages on the Site and attributes Yelp as the source of the Feed Content, (c) your use or display of the Feed Content does not suggest that Yelp promotes or endorses any third party causes, ideas, web sites, products or services, (d) you do not redistribute the Feed Content, and (f) 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 contact our business development team through our contacts page [here](#) to inquire about other possible uses of the Feeds.

12. Availability of Service.

Yelp reserves the right (but is under no obligation) to modify, update, or discontinue the Site or any of the Services at its sole discretion, at any time, for any or no reason, and without notice or liability.

13. Unauthorized Access.

Yelp reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Site, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

14. Investigations.

Yelp, in its sole discretion, may (but has no obligation to) monitor or review the Services and Site Content at any time. If Yelp becomes aware of any possible violations by you of the Terms of Service or any law or third party right, Yelp reserves the right to investigate such violations. If, as a result of such investigation, Yelp believes that criminal activity has occurred, Yelp reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Yelp is entitled to disclose any information or Site Content, including Your Content, in Yelp’s possession in connection with your use of the Services to (i) comply with applicable law, legal process or governmental request, (ii) enforce the Terms of Service, (iii) respond to any claims that Your Content violates the Terms of Service or any law or third party right, (iv) respond to your requests for customer services, or (v) protect the rights, property or personal safety of Yelp, its Users or the public, and law enforcement or other government officials, as Yelp in its sole discretion believes to be necessary or appropriate.

15. Feedback.

a. Dissatisfaction. If you are dissatisfied with the Site, please let us know by providing feedback to the customer support team through our contacts page [here](#). Your input is valuable to us. Your only other remedy with respect to any dissatisfaction with (i) the Site, (ii) the Terms of Service, (iii) any policy or practice of Yelp in operating the Site, or (iv) any content or information transmitted through the Site, is to terminate the Terms of Service and your account.

b. Suggestions and Improvements. By submitting ideas, suggestions, documents and/or proposals (“**Feedback**”) to Yelp through its suggestion, feedback, forum or similar web pages, you acknowledge and agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) Yelp is not under any obligation of confidentiality, express or implied, with respect to the Feedback, (iii) Yelp, in its discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide, (iv) Yelp may have something similar to the Feedback already under consideration or in development, (v) the Feedback automatically becomes

Yelp's property without any obligation to you, and (vi) you are not entitled to any compensation or reimbursement of any kind from Yelp under any circumstances.

16. Termination

a. Yelp reserves the right (but is under no obligation) to terminate or suspend your account or your ability to use the Site, in whole or in part, at Yelp's sole discretion, for any or no reason, and without notice or liability of any kind. Termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion of your password and all related information, files and materials associated with or inside your account (or any part thereof), including Your Content; and (iii) barring of further use of the Services. You agree that Yelp shall not be liable to you or any third party for any termination of your account, or access to the Site, Services and Materials, including Your Content.

b. You may terminate the Terms of Service at any time by closing your account, discontinuing your use of any and all parts of the Site, and providing Yelp with a notice of termination [here](#).

c. The Terms of Service will continue to apply until terminated by either you or Yelp. Sections 7, 9, 10, 14, 15, 16, 17, 18, 19, 20 and 22 shall survive any termination of this Agreement.

17. Ownership.

Yelp owns 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 Site excluding User Content and Third Party Content. Yelp also owns the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights (the "IP Rights") associated with the Yelp Content and the Site, 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 of, publicly display or in any way exploit, any of the Yelp Content in whole or in part except as expressly authorized by Yelp. Except as expressly and unambiguously provided herein, Yelp does not grant you any express or implied rights, and all rights in and to the Site and the Yelp Content are retained by Yelp.

18. Disclaimers.

a. THE SITE AND ALL SITE CONTENT IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. YELP MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE SITE, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE SITE CONTENT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF BUSINESS REVIEWS AND BUSINESS INFORMATION LISTED ON THE SITE, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SITE OR SITE CONTENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES SOLD BY BUSINESSES LISTED ON THE SITE. YELP FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM YELP OR THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

b. YELP SPECIFICALLY DISCLAIMS ALL LIABILITY RELATING TO YOUR USE OF THE SITE, SERVICES, AND SITE CONTENT. ACCESS TO, AND USE OF, THE SITE, SERVICES, AND SITE CONTENT ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO

YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. YELP ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH THE SERVICES.

c. YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES, ADVERTISERS, OR USERS ON THE SITE, ARE SOLELY BETWEEN YOU AND SUCH BUSINESSES, ADVERTISERS, AND USERS. YELP IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY SUCH COMMUNICATIONS OR DEALINGS. YELP RESERVES THE RIGHT (BUT HAS NO OBLIGATION) TO MONITOR DISPUTES BETWEEN YOU AND SUCH BUSINESSES, ADVERTISERS, AND USERS.

d. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS, OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

19. Limitation on Liability.

WITHOUT LIMITING THE FOREGOING, YELP WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YELP'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO YELP IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) US\$100.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

20. 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 and attorneys' 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 Site or Services, (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.

21. Third Parties.

a. The Site Content may include links to other websites (the "Third Party Sites"). Yelp does not control or endorse any Third Party Site, and you agree that Yelp is not responsible for the availability or contents of any Third Party Site.

b. Some of the business listing information on the Site was licensed from Acxiom Corporation. For all such information, the following applies: This information is proprietary to Acxiom Corporation and is protected under U.S. copyright laws and international treaty provisions. This information is licensed for your personal or professional use and may not be resold or provided to others. You may not distribute, sell, rent, sublicense, or lease such information, in whole or in part to any third party; and you will not make such Acxiom information available in whole or in part to any

other user in any networked or time-sharing environment, or transfer the information in whole or in part to any computer other than the PC used to access this information.

c. The Site's mapping feature is powered by Google Inc. Your use of the mapping feature is governed by Google Inc.'s terms of use located at http://maps.google.com/help/terms_maps.html (or such other URL as may be updated by Google Inc.).

22. Miscellaneous.

a. If there is any dispute about or involving the Site or Yelp, you agree that any such dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts in San Francisco County, California. Some jurisdictions prohibit the use of a choice of law clause that would prevent a consumer from having recourse to courts in the consumer's local jurisdiction, so this governing law clause may not apply to you.

b. No agency, partnership, joint venture, or employment is created as a result of the Terms of Service, and you do not have any authority of any kind to bind Yelp in any respect whatsoever.

c. Yelp may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Site.

d. Except as otherwise stated in Section 21 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

e. The Terms of Service contain the entire agreement between you and Yelp regarding the use of the Site, and supersede any prior agreement between you and Yelp on such subject matter.

f. The failure of Yelp to exercise or enforce any right or provision of the Terms of Service shall 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.

g. 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.

h. 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 Yelp without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.

i. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

23. Contact and Violations.

Please contact us with any questions regarding the Terms of Service. Please report any violations of the Terms of Service to our legal department through the contacts page [here](#).

24. Marks.

Yelp and the Yelp logo including the "burst" symbol are proprietary service marks of Yelp! Inc.