

Exhibit F

Yelp Terms of Service

The effective date of this Agreement is May 7, 2007.

By using the Yelp Services (as defined below) which are owned and operated by Yelp! Inc. ("Yelp") and by accessing the Yelp Site located at <http://www.yelp.com>, and all linked pages owned and operated by Yelp (the "Yelp Site"), you agree to be bound by these terms of service, as well as any other guidelines, rules and additional terms referenced herein, and all such guidelines, terms and rules are hereby incorporated herein by this reference (collectively, "Terms of Service").

Yelp's on-line services which are available at the Yelp Site will, among other things, help you find businesses/services you are looking for by allowing you to get reviews from other Yelp users, post and share these reviews with Yelp users, and view third party postings/reviews regarding similar businesses/services ("Yelp Service"). These Terms of Service set out the legally binding terms with respect to your use of and our provision of the Yelp Site and Yelp Services. Please read these Terms of Service carefully. Your access to or use of the Yelp Service constitutes your acceptance of all the provisions of these Terms of Service. If you are unwilling to be bound by these Terms of Service, do not access or use the Yelp Service.

1. Eligibility.

You must be 18 or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register as a member of Yelp or use the Yelp Site and Yelp Services. If you are under the age of 18 or the applicable legal age in your jurisdiction, you can use the Yelp Service only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Service. If you do not qualify, do not use the Service. Membership in the Yelp Service is void where prohibited by applicable law, and the right to access the Yelp Site is revoked in such jurisdictions. You must be 13 or older to use the site, in compliance with the Children's Online Privacy Protection Act(COPPA). By using the Yelp Site and/or Yelp Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein. The Yelp website is administered in the US and intended for US users; any use outside of the US is at the user's own risk and users are responsible for compliance with any local laws applicable to their use of the service or the website.

2. Changes to the Agreement or the Yelp Services.

You agree and understand that these Terms of Service, the Yelp Site and the Yelp Services may be modified by Yelp at any time without prior notice, and such modifications will be effective upon Yelp's posting of the new terms and/or upon implementation of the new changes on the Yelp Site. You agree to review the Terms of Service periodically so that you are aware of any modifications. Your continued use of the Yelp Service after any modifications indicates your acceptance of the modified Terms of Service. Unless expressly stated otherwise by Yelp, any new features, new services, enhancements or modifications to the Yelp Service implemented after your initial access to the Service shall be subject to these Terms of Service.

3. Registration and Security.

In order to use or access some of the Yelp Services, you may be required to register with Yelp and to select a password and user name, which shall consist of an email address you own and use ("User ID"). If you register, you agree to provide Yelp with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Service, which may result in immediate termination of your account. You may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or, (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Yelp reserves the right to refuse registration of, or cancel a User ID in its discretion. You shall be responsible for maintaining the

confidentiality of your password and are fully responsible for all activities that occur under your User ID and password. Any User ID and password provided to you for your access to the Yelp Service shall be for your personal use only. You agree to (a) immediately notify Yelp of any unauthorized use of your User ID or password, and (b) ensure that you exit from your account at the end of each session.

4. Use of the Site/Services by Members.

Subject to the restrictions on use and on posting set forth in this Agreement, you may: use the Yelp Site to solicit reviews from, and share reviews with other Yelp users; search the Yelp database for reviews and business contact information; forward reviews to people you know, whether or not they are existing Yelp users; invite people you know to join Yelp; and download or copy the portions of the information, data, text, sound, photographs, graphics, video, messages and other materials available via the Yelp Service ("Content"), and other items displayed on the Yelp Site, for your own use. You may not copy or distribute any portion of the Yelp Site and/or Yelp Service for any purpose not authorized above without the express written permission of Yelp. Yelp does not control the Content posted by third parties via the Yelp Service, including the content of any messages or reviews, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Yelp Service you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Yelp be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. You are responsible for complying with all laws applicable to the Content you submit via the Yelp Service. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content.

5. Restrictions on Rights to Use.

You agree that you shall not (and you agree not to allow any third party to):

- modify, adapt, translate, or reverse engineer any portion of the Yelp Site and/or Yelp Service;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Yelp Site and/or Yelp Service or in or on any Content or other material obtained via the Yelp Site and/or Yelp Service;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Yelp Site and/or Yelp Service;
- access, retrieve or index any portion of the Yelp Site and/or Yelp Service for purposes of constructing or populating a searchable database of business reviews;
- collect any information about other users or members (including usernames and/or email addresses) for any purpose other than to solicit and share reviews with other Yelp users or members;
- reformat or frame any portion of the web pages that are part of the Yelp Site and/or Yelp Service;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit unwanted electronic communications such as "spam" to other users or members of the Yelp Site and/or Yelp Service or otherwise interfere with other user's or member's enjoyment of the Yelp Site and/or Yelp Service;
- transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- use of the Yelp Site or Yelp Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- copy or store any Content offered on the Yelp Site for other than your own use;
- use any device, software or routine that interferes with the proper working of the Yelp Site and/or Yelp Service, or otherwise attempt to interfere with the proper working of the Yelp Site and/or Yelp Service;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;

- use any Content marked as obtained from or belonging to Acxiom except in compliance with the additional terms specified below;
- use the Yelp Site and/ or Yelp Service, intentionally or unintentionally, to violate any applicable local, state, national or international law; or
- collect or store personal data about other users in connection with the prohibited activities described in this paragraph.

6. Content Posted By You on the Yelp Site.

- You are solely responsible for any Content and other material that you submit, publish or display on the Yelp Site or transmit to other members and/or other website users (hereinafter, "Posted Content").
- You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any Content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party.
- You may not provide any Posted Content that falsely express or imply that such Content or material is sponsored or endorsed by Yelp.
- You may not provide any Posted Content that is unlawful or that promotes or encourages illegal activity.
- You understand and agree that Yelp may review and delete any business listings (including business name, address, phone, fax, distance, reviews, rating, reviews) or other Posted Content that in the sole judgment of Yelp violates these Terms of Service or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Yelp Site and/or other website users.
- You are solely responsible for your ratings and reviews of businesses listed on Yelp. Yelp reserves the right, but has no obligation, to monitor disputes between you and any entity which you have reviewed.
- You agree that you will only provide Posted Content that you believe to be true and you will not purposely provide false or misleading information.
- By posting Posted Content on the Yelp Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, Yelp, its contractors, and the users of the Yelp Site an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Content and to prepare derivative works of, or incorporate into other works, such Posted Content. This license is non-exclusive, except you agree that Yelp shall have the exclusive right to practice this license to the extent of combining your Posted Content with the Posted Content of other Yelp users for purposes of constructing or populating a searchable database of business reviews.
- The following is a partial list of the kind of Content and communications that are illegal or prohibited on/through the Yelp Site. Yelp reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Yelp Service and terminating the membership of such violators or blocking your use of the Yelp Service and/or Yelp Site. You may not post Content that:
 - is false or intentionally misleading;
 - is patently offensive to users of the Yelp Site, such as Content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or advocates harassment of another person;
 - involves the transmission of unsolicited mass mailing or "spamming";
 - violates the intellectual property or other rights of any person;
 - promotes illegal activities or conduct that is abusive;
 - is threatening, obscene, defamatory or libelous;

- is pornographic or sexually explicit in nature; and
- seeks or recommends providers of material that exploits people under the age of 18 in a sexual or violent manner, or seeks or recommends providers that solicit personal information from anyone under 18.

7. Copyright Dispute Policy.

Yelp has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <http://www.lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Yelp's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section.

- **Yelp Policy.**
It is Yelp's policy to (i) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, Content providers, members or users; and (ii) remove and discontinue service to repeat offenders.
- **Procedure for Reporting Copyright Infringements.**
If you believe that material or Content residing on or accessible through the Yelp Site or Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):
 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 2. Identification of works or materials being infringed;
 3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Yelp is capable of finding and verifying its existence;
 4. Contact information about the notifier including address, telephone number and, if available, email address;
 5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
 6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- **Upon Receipt of a Bona Fide Infringement Notification.**
Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is Yelp's policy:
 0. to remove or disable access to the infringing material;
 1. to notify the Content provider, member or user that it has removed or disabled access to the material; and
 2. that for repeat offenders, Yelp will also terminate such Content provider's, member's or user's access to the service.
- **Procedure to Supply a Counter-Notice to the Designated Agent.**
If the Content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the Content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

0. A physical or electronic signature of the Content provider, member or user;
1. Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
2. A statement that the Content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
3. The Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the Content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Yelp is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

o **Removal.**

If a counter-notice is received by the Designated Agent, Yelp may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Yelp's discretion.

o **Address for Designated Agent.** Please contact Yelp's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Jeremy Stoppelman
Copyright Agent, Yelp! Inc.
650 Mission St., 2nd Floor, San Francisco, CA 94105
Phone: (415) 908-3801
Fax: (415) 462-0506
Email to: legal@yelp.com

8. Venue Only.

If you enter into correspondence or engage in commercial transactions with third parties in connection with your use of the Yelp Service, such activity is solely between you and the applicable third party. Yelp shall have no liability, obligation or responsibility for any such activity. You hereby release Yelp from all claims arising from such activity.

9. Privacy.

Use of the Yelp Site and/or the Yelp Service is also governed by our [Privacy Policy](#), a copy of which is currently located at <http://www.yelp.com/static?p=privacy>

10. Term.

These Terms of Service will remain in full force and effect while you use the Yelp Site and/or Yelp Services. Either Party may terminate these Terms of Service for any reason, at any time. Sections 9, 10, 11, 12, 13, 14, 15 and 16 shall survive any termination or expiration of these Terms of Service.

11. Ownership.

The Yelp Site and Yelp Service (including, but not limited to, text, photographs, graphics, video and audio Content) are protected by copyright as collective works or compilations under the copyright laws of the

United States and other countries. All individual articles, Content and other elements comprising the Yelp Site and Yelp Service are also copyrighted works. Except for the Content submitted by members or users, the Yelp Service and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights therein, is owned by Yelp or its licensors. You acknowledge that the Yelp Service and any underlying technology or software used in connection with the Yelp Service contain Yelp's proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the Yelp Site, or Yelp Services in whole or in part except as expressly provided in Yelp's policies and procedures made available via the Yelp Service. Except as expressly and unambiguously provided herein, Yelp and its suppliers do not grant you any express or implied rights, and all rights in the Yelp Service not expressly granted by Yelp to you are retained by Yelp.

12. Disclaimer.

THE YELP SITE IS PROVIDED BY YELP ON AN "AS IS" BASIS. YELP AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO THE OPERATION OF THE YELP SITE, YELP SERVICE OR SOFTWARE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE YELP SITE OR IN ASSOCIATION WITH THE YELP SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YELP AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YELP AND ITS LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE YELP SITE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YELP IS NOT RESPONSIBLE FOR THE CONDUCT, OF ANY USER OF THE YELP SITE. Yelp does not warrant or covenant that the Yelp Service will be available at any time or from any particular location, will be secure or error-free, that defects will be corrected, or that the Yelp Service is free of viruses or other potentially harmful components. Any material or Content downloaded or otherwise obtained through the use of the Yelp Service is accessed at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM YELP, THE YELP SITE OR THROUGH OR FROM THE YELP SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

13. Limitation on Liability.

Yelp shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Yelp's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). WITHOUT LIMITING THE FOREGOING, YELP AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. 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 FOR THE YELP SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) \$100 . IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14. Indemnity.

You agree to indemnify and hold Yelp, its parents, subsidiaries, affiliates, officers and employees, 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 the Yelp Site, (ii) your use of the Yelp Services, (iii) the violation of these Terms of Service by you, or (iv) the infringement by you, or any third party using your account or User ID or password, of any intellectual property or other right of any person or entity.

15. Third Party Content Providers.

With respect to any Content marked as Content obtained from or belonging to Acxiom, 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.

16. Miscellaneous.

If there is any dispute about or involving the Yelp Site and/or the Yelp Service, by using the Yelp Site, you agree that the 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 of the State of California, City of San Francisco. No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind Yelp in any respect whatsoever. Yelp may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Yelp Service. These Terms of Service, accepted upon use of the Yelp Site, and all terms, guidelines and rules referenced herein contain the entire agreement between you and Yelp regarding the use of the Yelp Site and/or the Yelp Service. The failure of Yelp to exercise or enforce any right or provision of these 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. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. These Terms of Service are not assignable, transferable or sublicensable by you except with Yelp's prior written consent. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms of Service include Yelp's acceptable use policy for Content posted on the Yelp Site, Yelp's Privacy Policy, and any notices regarding the Yelp Site.

17. Contact and Violations.

Please contact us with any questions regarding these Terms of Service. Please report any violations of the Terms of Service to legal@yelp.com.

18. Mark.

Yelp is a proprietary service mark of Yelp! Inc.