

YELP TERMS AND CONDITIONS

For Digital Media Inventory placed with Yelp Inc. or any of its affiliated entities, the following terms and conditions apply.

For purposes of Media Buying Transactions, IAB Terms (v3.0) will be applicable, as amended below, and these are binding pursuant to Section XIV(d) of the IAB Terms. In the event of any conflict between or among the IAB Terms and the below amendments the amendments shall prevail.

The parties agree that Yelp will provide the applicable Services as defined pursuant to [Yelp's Master Advertising Terms](#). It is agreed and understood that Yelp's Master Advertising Terms are incorporated and used solely for purposes of defining and describing the sale and delivery of certain advertising products (the "Services") to be provided to Client.

Definitions.

Yelp Inc. - "Yelp" or "Media Company"

IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS, Version 3.0 as jointly published by the AAAA and the IAB - the "IAB Terms"

Media Company Properties and/or Network Properties - collectively the "Sites"

Amendments to IAB terms.

- i. **Editorial Adjacencies and Competitive Ad Placement:** Section II(d) "Editorial Adjacencies" is amended by adding the following new sentence at the end of Section II(d): "Notwithstanding the foregoing, for Ads shown on Media Company Properties (i.e. the Yelp Site and app): (a) user generated content shall be excluded from the definition or limitation of a prohibited site; and (b) no ad placement or positioning, Editorial Adjacency Guidelines or competitive separation guidelines shall apply to the Services. For Ads shown on Network Properties, Media Company will use commercially reasonable efforts to comply with Editorial Adjacency Guidelines."
- ii. **Section III(c) "Payment Liability"** is amended by adding the following new sentence at the end of Section III(c): "Yelp may suspend all Client campaigns upon notice to Client until all outstanding payments are paid in full."
- iii. Reporting. Section IV "Reporting" is deleted in its entirety given Media Company's campaign tracking tools are made available through Agency's Yelp Business Account and/or provided to Agency via mutually agreed upon reporting.
- iv. **Additional Termination Rights.** Section V "Cancellation and Termination" is amended by adding the following new sentence at the end of Section V(b): "Yelp may terminate the IO at any time in the event Yelp determines that the Client violates Yelp's Terms of Service, available on Media Company's Site."
- v. **Warranty.** Section X(c) "Indemnification" is amended by adding the following new paragraph below the existing paragraph:

"Client warrants that any information or materials that it provides in connection with the Services will be true and complete and will not violate applicable law or infringe upon the intellectual property rights of any third party. Client further warrants and represents that it in accordance with the California Consumer Privacy Act ("**CCPA**") and all regulations and

opinions issued related thereto, Client will not: (i) share any customer information, including any “personal information” (as defined under the CCPA) with Yelp for any purpose, or (ii) place, or cause to be placed, any tags or other tracking pixels capable of collecting the personal information of Yelp users on any Advertising Materials or the Site.”

- vi. **Mutual Limitation of Liability.** Section XI “Limitation of Liability” is amended by adding the following new paragraph below the existing paragraph:

“Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT YELP SERVICES PROVIDED HEREUNDER ARE PROVIDED TO CLIENT ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YELP MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, MEDIA COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND GUARANTEES REGARDING: (I) THE PERFORMANCE, QUALITY AND RESULTS OF THE SERVICES, (II) CLICK RATES, CONVERSIONS OR OTHER PERFORMANCE OR RESULTS FOR THE SERVICE OR (III) AN AD IMPRESSION’S POSITIONING OR THE NUMBER OF AD IMPRESSIONS ON THE SITES.

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTY’S MAXIMUM LIABILITY TO THE OTHER FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL BE THE AGGREGATE FEES PAID TO MEDIA COMPANY HEREUNDER.”

- vii. **Non-Disclosure, Data Usage Ownership, Privacy Laws and Laws.** Section XII is hereby amended by adding the following new sentence at the end of Section XII(h):

“Notwithstanding anything to the contrary, Client agrees and acknowledges that in accordance with the CCPA, Client will not: (i) share any customer information, including any “personal information” (as defined under the CCPA) with Yelp for any purpose or (ii) place, or cause to be placed, any tags or other tracking pixels capable of collecting the personal information of Yelp users on any Advertising Materials or the Site.”

- viii. **Third Party Ad Service and Tracking (Applicable if Third Party Ad Server is used).**

Section XIII(a) “Third Party Ad Tracking” is hereby deleted in its entirety and replaced with the following: “Notwithstanding anything to the contrary, for Media Company Properties, Media Company will track delivery through its ad server and invoices will rely on Media Company’s site-served numbers in lieu of third-party tracking measurements (i.e., Third Party Ad Server). If applicable, for Services (i.e. the Yelp Audience Platform) and Ads served on Network Properties, Media Company will track delivery through its ad server and, provided that Media Company has approved in writing a Third Party Ad Server to run in connection with Network Properties, Client will track delivery through such Third Party Ad Server. Client may not substitute the specified Third Party Ad Server without Media Company’s prior written consent.”

Section XIII(d) “Discrepant Measurement” is hereby deleted in its entirety and replaced with the following: “If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Media Company and Third-Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Client reserves the right to either: (a) consider the discrepancy an under-delivery of the Deliverables as described in Section VI(b), whereupon the parties will act in accordance with that Section, including the requirement that Client and Media Company make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server. Notwithstanding the

foregoing, such makegood remedy will in no event exceed a 10% above Media Company's reported data; or (b) Client will pay the invoice based on Media Company's reported data, minus a 10% adjustment."