



**Multi-Location Claiming Agreement**  
**Yelp Inc.**

**CLIENT INFORMATION**

**Business name ("Client"):** {{\*businessname\_es\_signer1 }}  
**Primary Contact name(s):** {{\*primarycontactname\_es\_signer1 }}  
**User Account Email:** {{\*email\_es\_signer1 }}  
**Phone:** {{\*phone\_es\_signer1 }}

**I. Purpose.** This Yelp Multi-Location Claiming Agreement (the "**Agreement**") provides the terms under which the Client may access and use a Yelp for Business Owners account (the "**BOA**") to access and manage multiple listings on Yelp Inc.'s ("**Yelp**") websites and mobile applications and other properties (collectively, the "**Site**"). This Agreement amends and supplements Yelp's Terms of Service ("**TOS**"), available at <http://www.yelp.com/static?p=tos>, which is hereby incorporated herein and to which the parties also agree. Any conflict among this Agreement and the TOS will be resolved in favor of this Agreement. Client agrees that it will not share its BOA username and password with any third party. If Client decides that it would like to permit a third party entity acting on its behalf to access the BOA, Client must submit a request for third party access to Yelp for prior approval and to set up a separate BOA username and password that is specific to each approved third party.

**II. Multi-Location Claiming Process.** Yelp will permit Client to bypass Yelp's standard business location claiming process, one time, for any location for which Client provides the required information according to Yelp's **Location List** template, which Yelp will send to Client separately. Yelp will associate with Client's BOA with each location indicated on the Location List that has an existing listing on Yelp. The claiming service does not include any listing creation, cleanup, merging, de-duping, account management, or other paid services that are available from Yelp. After this one-time multi-location claiming service, locations may be added or removed by Client using Yelp's standard process that is administered through the Site.

**III. Representations and Warranties.** Client represents and warrants to Yelp that (a) any information or materials that Client provides in connection with the BOA will be true and complete, and (b) Client has the right to access and control the BOA for each location listed in the Location List and subsequently claimed by Client. Yelp reserves the right to reject or remove any provided information or material at its sole discretion.

**IV. Information About and Use of the Site.** The Site allows consumers to post ratings and reviews about businesses like Client's. Purchasing, or not purchasing, Ad Programs, or any Yelp product or service, does not impact ratings or reviews. The Site employs automated software in an effort to showcase the most reliable and useful reviews while displaying other reviews less prominently. Client understands that while Yelp uses such automated software to identify potentially less helpful reviews, the software may sometimes suppress legitimate reviews or fail to detect illegitimate reviews.

**V. Term.** This Agreement will become effective between the parties as of the date Client executes the Agreement (the "**Effective Date**"). Yelp may terminate this Agreement at any time for any or no reason without liability, effective immediately, by providing written notice to Client (email is fine). Yelp may at any time, for any reason, revoke access to a BOA.

**VI. Indemnification.** Client will indemnify, defend, and hold Yelp, its subsidiaries, officers, directors, agents, and employees harmless from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees and court costs) (collectively, a "**Third Party Claim**") arising out of or in connection with (i) Client's use of the Site, including the BOA, (ii) any breach of representations or warranties provided under this Agreement by Client in Section III, or (iii) Client's products or services or the provision thereof to end users. Yelp will notify Client promptly of any Third Party Claim for which it seeks indemnification and will permit Client to control the defense of such Third Party Claim with counsel chosen by Client; provided, that Client will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing on the part of Yelp without Yelp's prior written consent.

By signing below, including signing electronically, and returning it to Yelp, you indicate that you have read, accept, and agree to the Multi Location Claiming Agreement on behalf of, and as an authorized representative of, Client. The Multi Location Claiming Agreement becomes effective between the parties as of the date signed by Client.

**Client Signature:** {{\_es\_signer1\_signature}}}}

**Print Name:** {{\_es\_signer1\_fullname}}}}

**Date:** {{\*\_es\_signer1\_date}}}}

**Title:** {{\*\_es\_signer1\_title}}}}