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# Yelp Guaranteed Consumer Terms

The Yelp Guaranteed program, offered by Yelp Inc. (“**Yelp**”), allows you to use the Yelp website or mobile apps (the “**Site**”) to obtain bids from and hire eligible Yelp service professionals in supported categories to perform work within a scope and price agreed upon by you and the Yelp Pro (your “**Project**”), and get up to \$2,500 of your money back if you are not reasonably satisfied, subject to these Yelp Guaranteed Consumer Terms (“**Guaranteed Terms**”).

**PLEASE READ THE SECTION “CHOICE OF LAW, ARBITRATION, FORUM SELECTION, AND CLASS ACTION WAIVER” CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

By participating in the Yelp Guaranteed program, you acknowledge that you have read and agree to be bound by these Guaranteed Terms and that you are at least 18 years of age. Please note that you may be required to consent to additional terms by the Yelp Pro, and any conflict between those terms and these Guaranteed Terms, as they relate to issues between you and Yelp, shall be resolved in favor of these Guaranteed Terms.

- **How to participate in Yelp Guaranteed.** When you first send a message through Yelp’s “Request a Service” feature (i.e. “Request a Quote” or “Request a Consultation” feature) to a business that is covered under the Yelp Guaranteed program (“**Yelp Pro**”) to start a conversation about your Project prior to hiring the Yelp Pro, you will be automatically covered under the Yelp Guaranteed program for the Project performed by that Yelp Pro, subject to the below limitations and eligibility requirements.
- **How to determine if the business is covered under Yelp Guaranteed.** Not all service provider services on Yelp are covered by Yelp Guaranteed. Look for the designated icon and the label “Yelp Guaranteed” on the company’s Yelp profile page before you send a message to (a) the Yelp Pro or (b) look for the designated icon in your Yelp inbox and biz email replies. Although Yelp may provide compensation for problems related to services from a Yelp Pro, Yelp does not endorse any Yelp Pros or vouch that the service will meet your expectations. It is important to independently evaluate the Yelp Pro, use common sense and conduct your own research.
- **What Yelp Guaranteed Covers.** If you are not reasonably satisfied with the quality of the work performed by a Yelp Pro within the scope of a Project you arranged through the Site, you fill out this [Refund Request Form](#) and after review, Yelp may, at its absolute and sole discretion, pay you to reasonably address the issue up to **the lesser of** (a) your documented payments made to the

Yelp Pro for the Project, and (b) \$2,500; subject to the limitations and conditions in these Guaranteed Terms.

The Yelp Guaranteed program typically covers losses or damages for the following types of problems, though coverage will depend on the specific facts and circumstances:

1. your dissatisfaction with the work itself (e.g., the plumber failed to fix your faucet) but not the experience (e.g. the plumber was rude or late) ;
2. loss or damage suffered to your property by the Yelp Pro worked on within the scope of the Project (e.g., the mover dropped your TV or the roofer made a hole in your ceiling);
3. no-show on a pre-paid job; or
4. charges that exceed a written (i.e. physical document quoting reasonable market prices agreed upon by the parties), binding quote provided in advance to you by the Yelp Pro which states the project will not exceed that amount unless the changes are agreed upon by you in writing prior to completion of the project.

- **What Yelp Guaranteed Does Not Cover.** The Yelp Guaranteed program does not cover, and Yelp will not pay you, for losses or damages in connection with the following, as determined by Yelp at its sole discretion:

1. dissatisfaction with the experience (e.g., the plumber was rude), but not the work itself;
2. work performed outside the scope of the Project (e.g., if you ask the Yelp Pro to perform additional work not originally contemplated in the Project);
3. actions or events that are incidental to, or outside the scope of, the Project, or that are not reasonably foreseeable given the nature of the Project (e.g., a painter sat on your Faberge egg or a plumber stole your purse); or
4. pricing disputes without written proof of a binding quote agreed upon by the parties (e.g., a plumber estimates the water heater would cost \$900 without a binding final quote, but ends up charging \$2,000 due to extra piping she didn't see). We encourage you to obtain a binding quote from the Yelp Pro in writing whenever possible, as it will assist you in any later fee disputes, as well as assist Yelp in assessing your claim.

- **Limitations.** Coverage under the Yelp Guaranteed program is further limited, at Yelp's sole discretion, as follows:

1. The maximum lifetime coverage for any individual participant, regardless of the number of Yelp accounts, in the Yelp Guaranteed program is \$2,500.00, regardless of the number of Projects or refund requests made;

2. Yelp is not responsible for and will not cover any consequential damages, special damages, interruption of business, loss of use, and losses, or damages associated with the unauthorized acquisition of or access to electronic data, or opportunity costs;
3. Yelp is not responsible for and will not cover any loss or damage that Yelp reasonably believes was unforeseeable at the time the Project was agreed upon; and
4. Yelp is not responsible for and will not cover any loss or damage for which you are eligible for or otherwise expect to receive payment from another source, such as the Yelp Pro, an insurer, bank, card payment processor, or another third party (e.g., landlord or roommate). It could be considered fraud to request a refund from Yelp if you have already received or are expected to receive payment from another source.

■ **Eligibility.** To be eligible for coverage under the Yelp Guaranteed program, you must:

1. send the initial message through Yelp's "Request a Service" feature (i.e. "Request a Quote" or "Request a Consultation") to a business that is covered under the Yelp Guaranteed program to start a conversation about your Project prior to hiring the Yelp Pro.
2. communicate with Yelp Pro whenever possible through the Site, which allows you to more easily document your Projects which predates the Yelp Pro commencing work on your Project, and Yelp to more easily assess any refund requests you make, such as any changes to the work and agreed upon costs;
3. not have a commercial, familial, or other relationship with any Yelp Pro you engage, nor be a current employee or contractor of Yelp;
4. are 18 years old or older;
5. have not exceeded \$2,500 in Yelp Guaranteed payments over the lifetime of the Yelp Guaranteed program; and
6. not otherwise be prohibited from participating in the Yelp Guaranteed program.

■ **Making a Claim.** If you are not reasonably satisfied with the work performed by a Yelp Pro that was hired through the Yelp Guaranteed program on the Site:

1. You should first attempt to resolve your concerns with the Yelp Pro.
2. If you are unable to resolve your concerns with the Yelp Pro, please submit a written claim request form electronically using the form found [here](#), completing the form in its entirety. You represent and warrant that the information you provide is complete and accurate.
3. You must make your request and submit all supporting documentation and the information required to process your request **within thirty (30) days** after the date of your last payment to the

### Yelp Pro for the Project.

4. Your refund request must include, among other information that may be requested by Yelp to help us better evaluate the claim: (a) proof of payment to the Yelp Pro, (b) documentation supporting the scope of the Project, the price agreed upon, and the work performed, such as a receipt that clearly shows the amount paid and the Yelp Pro's business name that matches the name on Yelp and additional evidence of service upon request, and (c) evidence of any loss or damage, and documentation supporting the replacement cost or cost to fix, subject to independent verification by Yelp.

Yelp may collect similar information from the Yelp Pro about your Project and refund request, and, at its sole discretion, make a determination about whether you are entitled to a refund under the Yelp Guaranteed program.

- **You Need to Provide a W-9 to Yelp as a Condition of Payment on a Claim.** Any money received from Yelp under the Yelp Guaranteed program is considered reportable income by the IRS. As a result, as a condition of payment, you may need to provide Yelp with a filled out IRS W-9 form prior to receiving the money from Yelp, depending on the cumulative amount of money you received during the year. Yelp will email you the W-9 form and provide details where to send the completed form.
- **Yelp Pros Pay Yelp to Participate.** Yelp Pros enrolled by Yelp in the Yelp Guaranteed program have provided some form of compensation to Yelp as an advertiser, which may make them eligible to have their work covered by the Yelp Guarantee as a part of Yelp Pros. All prices and related fees are set by each Yelp Pro, not Yelp, and the Yelp Pro is solely responsible for collecting and remitting any applicable taxes for your Project. **You should insist on obtaining a binding quote in writing before the Yelp Pro begins work. If you do not, that may affect your success in obtaining relief under the Yelp Guaranteed program.**
- **Your Information.** Yelp may access and use your Yelp user account information in accordance with our [Privacy Policy](#), including information that you have provided to a Yelp Pro through the Site in connection with the Yelp Guaranteed program.
- **Yelp Guaranteed Is Not a Warranty.** The information that Yelp collects and/or provides about each Yelp Pro, including its inclusion in the Yelp Guaranteed program, its licensing status (if applicable), and its ratings and reviews (if available) is not a warranty and is only meant to assist you in your evaluation of the Yelp Pro. You should conduct your own due diligence to determine whether a Yelp Pro suits your needs. Please use your best judgment when selecting Yelp Pro and interacting with them, since Yelp is not in a position to confirm whether a certain Yelp Pro will be

suitable for your needs. We offer information regarding the Yelp Pros (including whether or not they've been screened) only to assist your evaluation.

- **Service Quality and Disclaimer.** You agree that Yelp Pros are responsible for the services they provide and any associated claim, not Yelp. Further, You agree that Yelp is not liable to you for any damage, loss, or other liabilities you may incur in connection with a Yelp Pro or its services. **The Yelp Guarantee Program does not provide a product warranty or endorsement of Yelp Pro services, nor is it a form of insurance. All decisions related to your eligibility and ability to collect payments related to the Yelp Guaranteed program are made at Yelp's sole discretion.**
- **Fraud.** By booking a service through the Yelp Guaranteed program, you acknowledge and understand that attempting to collect or obtain a cash refund for a payment card purchase or initiating a fraudulent chargeback while pursuing or intending to pursue a claim through Yelp or from the Yelp Pro is prohibited by law and you hereby agree to indemnify, defend, and hold harmless Yelp, from any claims, losses, or liabilities arising from or in connection with your violation of these Guaranteed Terms. Yelp reserves the right to pursue legal action and remedies in the event that Yelp has evidence that you knowingly submitted false claims or otherwise committed fraud related to the Yelp Guaranteed program. Yelp reserves the right to ban you from participating in the Yelp Guaranteed program if Yelp believes you have participated in any fraudulent activity, including deleting your Yelp account.
- **Communications.** By providing any mobile or other telephone number to Yelp in connection with the Yelp Guaranteed program, you (a) represent and warrant that you are the subscriber of record for such telephone number or you have been duly authorized by the subscriber of record to use and grant others permission to contact such telephone number, and (b) expressly authorize Yelp and its representatives to call and send text messages (e.g., SMS or MMS messages) to such telephone number for purposes of the Yelp Guaranteed program. Notwithstanding the foregoing sentence, Yelp will not rely on the permission granted by this section to initiate text messages for promotional purposes. Nothing in this section will affect any consent to receive advertising-related calls or text messages that you may grant to Yelp outside of this section. Standard message and data rates may apply to your receipt of Yelp text messages.
- **Changes to the Guaranteed Terms.** Yelp may add to, delete from, or modify the Guaranteed Terms at any time. Changes will not apply retroactively, and will become effective seven (7) days after posting the new Guaranteed Terms. If a term or condition is determined by Yelp to have an adverse impact on your rights or expectations, then Yelp will notify you of such changes at the email address you provided in registration. If any change to these Guaranteed Terms is found invalid, void, or for any reason unenforceable, that change will be deemed severable and will not

affect the validity and enforceability of any remaining changes or conditions. **YOUR CONTINUED USE OF THE YELP GUARANTEED PROGRAM AFTER THE DATE SET FORTH ABOVE CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.**

■ **Choice Of Law, Arbitration, Forum Selection, And Class Action Waiver.**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

- You and Yelp agree that these Guaranteed Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.
- Any controversy or claim arising out of or relating to these Guaranteed Terms, or the breach thereof ("**Claim**"), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a ruling in writing and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected through judicial review by a court of competent jurisdiction under the California Arbitration Act. Claims shall be heard by a single arbitrator. Arbitrations will be held in San Francisco, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration and these Guaranteed Terms shall be governed by the laws of the State of California. The award of the arbitrators shall be accompanied by a reasoned opinion. The prevailing party shall be entitled to an award of reasonable attorney fees for any action under these Terms.
- NOTWITHSTANDING THE FOREGOING, FOR ANY CLAIM THAT IS NOT SUBJECT TO ARBITRATION, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA, WHICH IS THE PLACE OF PERFORMANCE OF THESE TERMS.
- **Class Action Waiver.**

YOU AND YELP AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND YELP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A CLAIM IMPLICATES THAT THIS SUBSECTION (D), AND THIS SUBSECTION (D) IS FOUND TO BE INVALID,

UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

■ **Miscellaneous.**

- A. No conditions, printed or otherwise, appearing on other contracts, orders or copy instructions that conflict with, vary, or add to these Guaranteed Terms will be binding on Yelp, and any conflicting or additional terms contained in any other documents or oral discussions are void. The Guaranteed Terms embody the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed or written representations and agreements between the parties. No statements or promises by either party have been relied upon in entering into these Guaranteed Terms, except as expressly set forth herein. Each party shall not disclose the terms or conditions of these Guaranteed Terms to any third-party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation.
- B. Notices to the other party under these Guaranteed Terms must be in writing and sent via the following methods: Yelp may provide effective notice to you by the email associated with your Yelp account or commercial courier to an address associated with your account, if applicable, and the notice will be deemed received upon receipt by you. Any notices sent by you to Yelp must be sent via commercial courier to Legal, "Yelp Guaranteed" at Yelp Inc., 350 Mission Street, 10th Floor, San Francisco, California, 94105 and will be deemed received when such notice is received by Yelp.
- C. No provision in these Guaranteed Terms may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. You may not assign any rights or obligations under these Guaranteed Terms without Yelp's prior consent, and any purported assignment by you shall be void. If any provision of these Guaranteed Terms is held to be invalid or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision or strike such provision without further prejudice to these Guaranteed Terms such that all remaining provisions of these Guaranteed Terms shall remain in full force and effect.

**### End of Guaranteed Terms ###**

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