

Terms of Use

Search over 50 million local businesses from 27 countries
Enhance your app with Yelp ratings, reviews, photos and much more
Simple and fast API with powerful category and geo search filters



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Last Updated: October 22, 2012

This document governs the terms under which you may access and use the application programming interface that is made available on this website (the "**API**"), the data transmitted through the API (the "**Yelp Content**") and the payment to you for referrals from Your Site, as provided below. This document incorporates the terms of the following additional documents, including all future amendments or modifications thereto (collectively, and together with this document, the "**API Agreement**"):

- [Display Requirements](#)
- [Yelp Terms of Service](#)
- [Yelp Privacy Policy](#)

By accessing or using the API or Yelp Content, you agree to be bound by the API Agreement. If you access or use the API or Yelp Content on behalf of a company, principal or other entity, you represent that you have authority to bind such entity and its affiliates to the API Agreement and that it is fully binding upon them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, or if you do not agree with the terms of the API Agreement, you may not access or use the API or Yelp Content. You should read and keep a copy of each component of the API Agreement for your records. In the event of a conflict among them, the terms of this document will control.

1. Purpose

The API is made available by Yelp Inc. ("**Yelp**") to enable you to access valuable local information and present Yelp Deals or Yelp Certificates on your website or mobile properties, including mobile apps ("**Your Site**") that encourages the visitors to Your Site (the "**Users**") to purchase certain Yelp Deals or Yelp Certificates (collectively "**Yelp Voucher(s)**") by directing them to Yelp's website or mobile properties, including mobile apps ("**Yelp site**"). With this in mind, Yelp reserves the right to continually review and evaluate all uses of the API, including determining that a particular usage would be more competitive in nature than complementary to Yelp's own services.

2. Changes

Yelp reserves the right to modify the API Agreement at any time. If Yelp reasonably determines that a modification may adversely impact You, Yelp will provide ten (10) days prior email notice to You using the email address You provided to us during registration. **IF YOU DO NOT WISH TO BE BOUND TO ANY NEW OR MODIFIED TERMS, YOU MUST TERMINATE THE API AGREEMENT BY CEASING USE OF THE API WITHIN TEN (10) DAYS OF RECEIPT OF SUCH NOTICE.**

3. Registration

In order to access or use the API, you must first register for and receive a valid Yelp Web Service I.D. or suite of OAuth consumer keys. You are only allowed to register for and use one set of login credentials, unless otherwise permitted by Yelp in writing, including via email. All queries sent to the API requesting data must reference your valid login credentials. You agree to keep your login credentials confidential and not to share them with any third party.

4. License

Subject to the terms set forth in the [Display Requirements](#) and elsewhere in the API Agreement, Yelp grants you a non-exclusive, revocable, non-sublicensable, non-transferable license to (i) access and use the API to receive the Yelp Content; (ii) display the Yelp Content on Your Site; and (iii) reproduce and display the Yelp name and logo (the "**Yelp Brand Features**") solely in order to comply with the [Display Requirements](#).

You may not use the API, Yelp Content, or Yelp Brand Features for any other purpose without Yelp's prior written consent. These license rights are further limited by the restrictions set forth elsewhere in the API Agreement, and all rights not expressly granted to you hereunder are reserved by Yelp. You acknowledge and agree that Yelp may monitor Your Site in order to confirm compliance with the API Agreement.

You agree that you will remove from display and destroy any Yelp Content within twenty-four (24) hours upon email or other written request from Yelp.

You agree that you will not modify or remove the hyperlink for any Yelp Voucher that is provided in the API. All Yelp Voucher hyperlinks must direct the user to the relevant Yelp Voucher page on the Site, other than for authorized tracking purposes.

For each independent section on your Site that displays the aggregate or individual Yelp star ratings, you agree to (i) place a small Yelp logo next to at least the first instance of the aggregate or individual Yelp star ratings, and (ii) place either the word "Yelp" in letters or a small Yelp logo next to the aggregate or individual Yelp star ratings for all other Yelp reviews in the independent section.

Each business listing or individual review display must have a link to the full review on the applicable Yelp business profile page; either as (i) a "...read more" if there is a review snippet or (ii) as a clickable Yelp logo or the word "Yelp" if there is not a review snippet.

You agree that Yelp may exercise its rights to pre-approve any screenshots of your implementation of the Yelp API and branding prior to launch and you agree that your implementation will remain in substantial compliance with any such approved screenshots throughout the Term of your API usage.

5. Revenue Share, Payments and Taxes for Yelp Voucher Content

Revenue Share. Yelp may pay you a revenue share of the Net Revenue ("**Your Revenue Share**"). All amounts payable under this Agreement are in U.S. dollars and are exclusive of any value added tax, use tax, or sales tax or similar tax. Each party shall pay its own share of any and all applicable taxes owed (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.

You agree to provide Yelp with a properly executed W-9 Form and implement Yelp-approved URL tracking prior to and a condition to receiving Your Revenue Share.

"**Net Revenue**" means the sum of all amounts paid by Users for Direct Transactions on the Yelp Site, less any amounts due to merchants, refunds and chargebacks, and a reserve for credit card processing fees.

"**Direct Transaction**" shall mean the purchase during the term of a Yelp Voucher completed by your User located in the Territory accessing the Yelp Site offering a Yelp Voucher directly via a hyperlink from Your Site and completes the Yelp Voucher purchase during such session on the Yelp Site.

"**Territory**" currently means the United States.

6. Restrictions

You agree that you will not, and will not assist or enable others to:

- a. cache, record, pre-fetch, or otherwise store any portion of the Yelp Content, or attempt or provide a means to execute any "bulk download" operations, other than storing Yelp business IDs which you may use solely for back-end matching purposes;
- b. modify the Yelp Content, or use it to update or create your own database of business listing information;
- c. create or disclose metrics about, or perform any statistical analysis of, the API, Yelp Content or Yelp Vouchers without Yelp's explicit written consent; for sake of clarity, in the event that you do receive explicit written consent from Yelp to create any metrics or perform any statistical analysis of the API, Yelp Content or Yelp Vouchers, you agree not to disclose to any third party any such metrics or analyses related to or connected with the API, Yelp Content or Yelp Vouchers for at least three (3) years following termination of this API Agreement;
- d. use the API on behalf of any third party;
- e. display Yelp Brand Features or Yelp Content in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Yelp, other than your permitted use of the API under the terms of the API Agreement;
- f. copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the API;
- g. modify, rate, rank, review, vote or comment on, or otherwise respond to the Yelp Content;
- h. use the API in a manner that impacts the stability of Yelp's servers or impacts the behavior of other applications using the API;
- i. display the Yelp Content on any site that disparages Yelp or its products or services, or infringes any Yelp intellectual property or other rights;
- j. use the API or Yelp Content in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in Yelp's sole discretion) to Yelp, its providers, its suppliers, end users of this website, or your end users;
- k. use the API, Yelp Content or Yelp Brand Features in a manner that could reasonably be interpreted to suggest that Yelp is the author or entity that is responsible, in whole or in part, for the creation or development of any Yelp Content or that such Yelp Content represents the views of Yelp;
- l. use the API or Yelp Content in connection with or to promote any products, services or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware and/or other malicious programs or code; counterfeit goods and/or items subject to U.S. embargo; unsolicited mass distributions of e-mail ("spam"), actions intended to mislead search engines into ranking some pages higher than they would otherwise deserve ("web spam") multilevel marketing proposals, direct marketing and/or telemarketing activities; hate materials; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; prostitution, body parts and/or bodily fluids; stolen products and/or items used for theft;

hacking/surveillance/interception/descrambling equipment; fireworks, explosives and/or other hazardous materials; gambling; professional services regulated by state licensing regimes; and/or non-transferable items such as airline tickets, event tickets, weapons and/or weapons accessories;

7. Proprietary Rights

As between you and Yelp, the API, Yelp Content, Yelp Brand Features, and all intellectual property rights contained in the foregoing, are and will at all times remain the sole and exclusive property of Yelp and are protected by applicable intellectual property laws and treaties (whether those rights happen to be registered or not, and wherever in the world those rights may exist.). You agree that at no time during or after the termination of the API Agreement will you attempt to register any trademarks (including domain names) that are confusingly similar in any way to those of Yelp Brand Features or Yelp Content.

8. Termination

Yelp reserves the right, in its sole discretion (for any reason or for no reason) and at any time without notice or liability, to change, suspend or discontinue the API and/or suspend or terminate your rights under the API Agreement to access, use and/or display (as applicable) the API, Yelp Brand Features and/or any Yelp Content. Any termination of the API Agreement will also immediately terminate the licenses granted to you hereunder. Such change, suspension or termination of the API may cause your existing services using the API to stop functioning properly. Upon any termination of the API Agreement, you will promptly delete and remove all calls to the API from all web pages, scripts, widgets, applications, and other software in your possession or under your control; promptly destroy and remove from all computers, hard drives, networks and other storage media all copies of the API, Yelp Brand Features and/or any Yelp Content; and you will promptly certify in writing to Yelp that such actions have been taken.

9. Indemnity

You agree that your use of the API is at your own risk and you agree to hold harmless, defend (subject to Yelp's right to participate with counsel it selects) and indemnify Yelp and its subsidiaries, affiliates, officers, agents, employees and suppliers from and against any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fee) arising from, or in any way related to (i) your or your Users' use or implementation of the API or any Yelp Content obtained from the API or (ii) any content on Your Site, including any statements, representations or warranties related to Yelp or the Yelp Voucher. You will not agree to any settlement that imposes any obligation on Yelp without Yelp's prior consent.

10. No Warranties; No Support

THE API, YELP BRAND FEATURES AND YELP CONTENT ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY, OF ANY KIND AND AT YOUR SOLE RISK. EXCEPT TO THE MAXIMUM EXTENT REQUIRED BY APPLICABLE LAW, YELP DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE API, YELP BRAND FEATURES AND ANY YELP CONTENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, YELP DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE API WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR FREE. FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE AND AGREE THAT THE API AGREEMENT DOES NOT ENTITLE YOU TO ANY SUPPORT FOR THE API. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM YELP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE API AGREEMENT.

11. Limitation of Liability

THE API IS BEING PROVIDED FREE OF CHARGE. ACCORDINGLY, YOU AGREE THAT YELP SHALL HAVE NO LIABILITY ARISING FROM OR BASED ON YOUR USE OF THE API. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT SHALL YELP OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API, EVEN IF YELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THE API AGREEMENT MUST BE BROUGHT WITHIN (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IF SUCH CLAIM IS NOT FILED, THEN THAT CLAIM IS PERMANENTLY BARRED. THIS APPLIES TO YOU AND YOUR SUCCESSORS, AND TO YELP AND ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, YELP'S MAXIMUM LIABILITY UNDER THIS API AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED US\$50.00.

12. Limited Relationship

Yelp and you are, and will remain, independent contractors, and nothing in the API Agreement will be construed as creating an employer-employee relationship, partnership or joint venture. You do not have any authority of any kind to bind Yelp in any respect whatsoever.

You agree not to make any public statements about Yelp, information provided by Yelp's API, or your relationship with Yelp under this agreement, without the prior written consent of Yelp, which Yelp may grant or withhold in its sole discretion. You further agree to not imply a different kind of relationship between you and Yelp, including any implied endorsement of your content, products, or services by Yelp.

13. Choice of Law and Arbitration

(a) Any claim, controversy or dispute arising out of or relating to the API Agreement ("**Claim**") will be governed by California law consistent with the Federal Arbitration Act without regard to conflict of law provisions or giving effect to any principles that may provide for the application of the laws of another jurisdiction.

(b) All Claims must be exclusively resolved and settled by final and binding arbitration administered by and in accordance with the rules of the American Arbitration Association ("**AAA**") and before a single arbitrator who is a member of the AAA. 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 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 on appeal to a court of competent jurisdiction for such errors. The arbitrator's ruling will otherwise be final and binding on all parties, and may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any dispute as to the enforceability of this arbitration provision or its applicability to a specific Claim shall be adjudicated by a state or federal court located within San Francisco County, California ("**Court**"), and not by an arbitrator.

(c) 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 this subsection (c), and this subsection (c) is found to be invalid, unenforceable or illegal by a Court, such Claim must be adjudicated by a Court and not by an arbitrator.

14. Miscellaneous

The API Agreement encompasses the entire agreement between you and Yelp regarding the subject matter discussed therein. The failure of Yelp to exercise or enforce any right or provision of the API Agreement will not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the API Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining API Agreement will otherwise remain in full force and effect and enforceable. The API Agreement is not assignable, transferable or sublicensable, in whole or in part, by you except with Yelp's prior written consent. Yelp may assign the API Agreement, in whole or in part, at any time with or without notice to you. Any attempt to do so is void. The section titles in the API Agreement are for convenience only and have no legal or contractual effect.

15. Survival

Sections 7, 9, 10, 11, 13, 14 and this 15 will survive any expiration or termination of this API Agreement for any reason.

16. Contact and Violations

Please contact Yelp with any questions regarding the API Agreement. Please report any violations of the API Agreement [here](#).

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