

# YELP DATASET LICENSE

*Last Updated: May 3, 2017*

## Introduction:

Yelp connects people to great local businesses. To help people find great local businesses, Yelp engineers have developed an excellent search engine to sift through over 115 million reviews and help consumers find the most relevant businesses for their needs.

Yelp is proud to introduce a deep dataset for research minded academics from our wealth of data. If you've been looking for a rich set of data to train your models on and use in publications, this is it. Tired of using the same standard datasets? Want some real world relevance in your research project? This data is for you!

How well can you guess a review's rating from its text alone? Can you take all of the reviews of a business and predict when it will be the most busy, or when the business is open? Can you predict if a business is good for kids? Has WiFi? Has Parking? What makes a review useful, funny, or cool? Can you figure out which business a user is likely to review next? How much of a business's success is really just location, location, location? What businesses deserve their own subcategory (i.e., Szechuan or Hunan versus just "Chinese restaurants"), and can you learn this from the review text? What are the differences between the cities in the dataset? There is a myriad of deep, machine learning questions to tackle with this rich dataset.

## License Terms and Conditions

This Yelp Dataset License (the "**Data License**") governs the terms under which you may access and use the data that Yelp makes available for download through its website (or made available by other means) for non-commercial academic purposes (the "**Data**"). If you access or use the Data on behalf of a company, university, school, or other entity, you represent that you have authority to bind such entity and its affiliates to the Data License and that it is fully binding upon them. In such case, the term "**you**" and "**your**" 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 Data License, you may not access or use the Data. you should read and keep a copy of each component of the Data License for your records. In the event of a conflict among them, the terms of this document will control.

### **A. Term and Termination**

This Data License is effective as of the date you agree to these terms and download or otherwise access the Data ("**Effective Date**") and shall continue in full force and effect for a term of six (6) months from the Effective Date, unless earlier terminated by the Parties or expires in accordance with this Section 13 (the "**Term**").

Any termination of the Data License will also immediately terminate the licenses granted to you hereunder. Upon any termination of the Data License, you will promptly: (i) delete and remove

all Data from any location, including any web pages, scripts, widgets, applications and any other software in your possession or under your control; (ii) destroy and remove from all computers, hard drives, networks and other storage media in your possession or under your control all copies of any Data; and (iii) upon Yelp's request, certify in writing to Yelp that such actions have been taken.

## **B. License**

Subject to the terms set forth in this Data License, Yelp grants you a royalty-free, non-exclusive, revocable, non-sublicensable, non-distributable, non-transferable, fully paid-up right and license during the Term to reproduce, use, access, and modify the Data in electronic form solely for non-commercial educational data science purposes only.

You may not use the Data for any other purpose without Yelp's prior written consent. you acknowledge and agree that Yelp may request information about, review, audit, and/or monitor your use of the Data at any time in order to confirm compliance with the Data License. Nothing herein shall be construed as a license to use Yelp's registered trademarks or service marks, or any other Yelp branding.

## **C. Restrictions**

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

- a. publicly display, perform, or distribute any of the Data;
- b. distribute the Data to any other person;
- c. use the Data to update or create your own business listing information (i.e. you may not publicly display any of the Data to any third party, especially reviews and other user generated content, as this is a private data set and not a license to compete with or use contrary to Yelp's business interests);
- d. use the Data in connection for any commercial, non-educational purpose;
- e. use the Data 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;
- f. use the Data on behalf of any third party without Yelp's consent;
- g. create, redistribute or disclose any summary of, or metrics related to, the Data (e.g., the number of reviewed business included in the Data and other statistical analysis) to any third party or on any website or other electronic media not expressly covered by this Agreement;  
purposes, including without limitation the publication of academic articles concerning your use of the Data;
- h. use the Data in a manner that is competitive in nature with Yelp;
- i. display Data 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 Data under the terms of the Data License;

- j. rent, lease, sell, transfer, assign, or sublicense, any part of the Data;
- k. modify, rate, rank, review, vote or comment on, or otherwise respond to the content contained in the Data on the Yelp platform;
- l. display the Data or publicly communicate in any way, or on any site, in a manner that disparages Yelp or its products or services, or infringes any Yelp intellectual property or other rights;
- m. use the Data 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 Data or that such Data represents the views of Yelp.

#### **D. Ownership**

As between you and Yelp, the Data and any derivative works you create from the Data, and all intellectual property rights contained in the foregoing (“**Yelp IP**”), 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 retain all intellectual property rights to any works or code you have created to the extent it does not consist of Yelp IP.

**E. Arbitration, Adjudication and Remedial Process.** The parties agree that any and all disputes, claims, and/or causes of action arising out of or connected with the Data License shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the City and County of San Francisco in the State of California pursuant to the Rules of the American Arbitration Association, then effective. This Data License shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without regard for conflicts of law doctrine of any jurisdiction. You consent to personal jurisdiction in the City and County of San Francisco, State of California, United States of America, and agree that the City and County of San Francisco, State of California, United States of America will be the exclusive venue for any dispute resolution.

**F. NO WARRANTY.** YELP, ITS AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT’S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

**G. Indemnification.** You agree to release, defend, indemnify and hold harmless Yelp from and against any liability, claims, losses, damages or proceedings (including reasonable attorneys’ fees) relating to any actions taken by a third party as a result of your material breach

of this Data Agreement.

#### **H. Miscellaneous**

The Data License encompasses the entire agreement between you and Yelp regarding the subject matter discussed herein. The failure of Yelp to exercise or enforce any right or provision of the Data License 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 Data License 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 Data License will otherwise remain in full force and effect and enforceable. The Data License is not assignable, transferable or sublicensable, in whole or in part, by you except with Yelp's prior written consent. Any attempt to do so is void. Yelp may assign the Data License, in whole or in part, at any time with or without notice to you. The section titles in the Data License are for convenience only and have no legal or contractual effect.