

Reseller Yelp Policy - BirdEye

This Reseller Yelp Policy herein referred to as “Yelp Policy” will be applicable to those Resellers who enter into an agreement and/or Order Form with Birdeye to resell any of the Yelp Services provided under such Agreement. This Yelp Policy and thereby the following terms will apply during the entire tenure of the agreement between Reseller and Birdeye.

Reseller acknowledges that they will be directly responsible for the acts and omissions of its customers. Reseller agrees and understands that Yelp has the right to review Reseller's usage of Yelp Services and Yelp content if they are found to be in violation of the following terms. In the event Birdeye becomes aware that Reseller is in breach of the following terms, the Reseller's access to Yelp Services shall be suspended until such violation is cured and further violations may result in Birdeye revoking Reseller's rights to use the Services. Reseller understands and agrees that they will not be eligible for any associated refund of fees or credit upon such occurrence. The Reseller thereby agrees to the following terms:

Access and Geography Restrictions

1. A Reseller may not have access to the Yelp content of any business other than its associated Customers which they have notified Birdeye about.
2. Reseller is only authorized to sell Yelp Services to its customers located in the United States, Canada, and US territories (American Samoa, Commonwealth of the Northern Mariana Islands (CNMI), Guam, Puerto Rico, and U.S. Virgin Islands).
3. Reseller agrees and acknowledges that Birdeye has an obligation to Yelp to disclose Reseller's entity name prior to providing access to the Yelp contents. By agreeing to this Reseller Yelp Policy, Reseller hereby authorized Birdeye to make such necessary disclosure to Yelp, subject to applicable data privacy laws.
4. Resellers and their customers using a co-branded or white-labeled Birdeye dashboard may view Yelp reviews within the dashboard; however, they are not permitted to download Yelp reviews.

Yelp Review and Content Rules

1. Reseller will not write reviews or edit contents on Yelp themselves.
2. Reseller will not encourage anyone to review a business on Yelp, regardless of whether a reward is offered.
3. Resellers will not offer discounts, gifts, or money in exchange for reviews or edits.
4. Resellers will not practice “review gating” i.e., preventing users from posting negative Yelp reviews.
5. Resellers will not vote on Yelp reviews (e.g., voting a review as “Helpful,” “Love this,” etc.).
6. Photos or videos posted on Yelp should not have suggestive captions like “Best Donut”, “Best Sushi place in USA”, etc.
7. Responses should be in compliance with applicable laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and the CAN-SPAM Act of 2003.

Yelp Conduct Rules:

1. Reseller and their customers will not claim that unfavorable reviews should be removed or improved ratings can be done by paying for advertisements.
2. Reseller and their customers will not claim or state that they are representatives of Yelp.
3. Reseller and their customers will not flag reviews except for those reasonably ascertained to be violations of Yelp's content Guidelines.
4. Reseller and their customers will not provide third party access through display, electronic files, or any other distribution method to the Yelp content of another customer.
5. Resellers and their customers will not use reviews to send thank-you messages, address customer service issues, or broadcast commercial offers.

Restriction on use of Yelp content:

1. Reseller will not use or modify Yelp content to update or create their own database of business listing data.
2. Reseller will not use Yelp content for direct marketing applications, which includes, but is not limited to telephone marketing.
3. Reseller will not display any Yelp content on a non-password protected, publicly available platform, device or media.
4. Reseller will not copy, rent, sell, transfer, assign, sublicense, disassemble, reverse engineer, or decompile, modify or alter any part of the Yelp APIs or Yelp content.
5. Reseller will not use Yelp content for any purpose which is in violation of law.
6. Reseller is not permitted to use Yelp marks without the prior written consent from Yelp through Birdeye.