



Display Ads Additional Terms

Our Terms of Business (<http://yellowbusiness.co.nz/legal>) and these Additional Terms apply to **Display Ads**. Except with respect to clause 23 of our Terms of Business, in the event of any conflict between our Terms of Business and these Additional Terms, these Additional Terms shall take priority.

These Additional Terms were last updated on 27 July 2018.

1. Deliverables

1.1. Display Ads help your business promote its products and services through display advertising on the Google Display Network (**Advertisements**). Advertising normally requires you to have a Google Ads account. However, as a Google Premier Partner, we will provide you with a fully-managed Google Ads service, including account activation and management of your Advertisements.

1.2. In these Additional Terms:

Monthly Budget means the amount you agree to pay us for each Service Period, which covers:

- (a) our management Charges; and
- (b) our estimated costs to purchase Advertisements for you;

Service Period means the period from the date your first Advertisement is published until the same day of the following calendar month, and then each rolling monthly period thereafter (as the case may be);

Total Budget means, in respect of any given Service Period, the sum of your Monthly Budget for that Service Period together with any Unused Budget that has rolled-over (as described in clause 1.3 below); and

Unused Budget means any part of a Monthly Budget that was allocated for the purchase of Advertisements but not used in the relevant Service Period.

- 1.3. In each Service Period, we will secure relevant Advertisements for you up to the value of your Total Budget. Your Total Budget is reduced when an end-user clicks on your Advertisements (**Clicks**) or each time your Advertisement is displayed 1,000 times (**CPM**). While we try to maximise the number of Clicks or CPMs obtainable within your Total Budget, we do not guarantee the number of Clicks or CPMs that will be achieved. Traffic amounts fluctuate and therefore your Total Budget may not be exhausted in any given Service Period. At the end of each calendar month, we will confirm how much of your Total Budget was spent, and report the number of Clicks that were achieved. Any Unused Budget will automatically roll over into the next Service Period.
- 1.4. You acknowledge and accept that we may use Unused Budget to secure analogous third party online advertising, including but not limited to Microsoft Bing, Facebook, LinkedIn, YouTube and TradeMe ads (also called **Advertisements**).
- 1.5. You may provide Advertisement collateral, however it will only be displayed in the size provided. Additional Charges apply where your collateral is modified to meet recommended Advertisement sizes. We can also prepare Advertisement collateral for you (**Digital Banner Design**), subject to additional Charges.
- 1.6. In addition to clause 11 of our Terms of Business, your contingent obligations for Display Ads include:
- (a) completing an online questionnaire regarding, among other things, your business, the content of the Advertisements, and your preferred audience for the Advertisements. You must complete this, and provide any clarifications or further information we request, within 3 business days;
 - (b) providing your Advertisement collateral within 5 business days of our request; and

- (c) providing feedback on or approval of draft and/or final Advertisement collateral that we prepare for you, within 5 business days of our request.
- 1.7. Where you do not meet the obligations in clause 1.6 within the timeframes specified, we may choose to proceed to the next fulfilment stage of the Advertisements. This is in order to ensure we can complete and deliver the Advertisements within the time frame and Monthly Budget.
- 1.8. You may request changes to:
- (a) the targeting of your Advertisements. Where any such change may affect our costs in purchasing Advertisements, and we receive your request within fifteen (15) business days of the next Service Period, the change may not take effect until the end of that Service Period;
 - (b) your names, addresses or phone numbers used in Advertisements; and
 - (c) your Monthly Budget, in writing. You may increase your Monthly Budget at any time, but you may not reduce your Monthly Budget until following the expiry of any Fixed Term.
- 1.9. Your indemnity under clause 21 of the Terms of Business applies to any act or omission by you that causes you or us to be in breach of Google's terms of service (including <http://google.com/ads/terms> and <https://billing.google.com/payments/u/0/paymentsinfofinder?hostOrigin=aHR0cHM6Ly9iaWxsaW5nLmdvb2dsZS5jb206NDI4Mw..&sri=-21>).
- 1.10. Google control their own services, and third parties control parts of the Google Display Network, access to which is therefore subject to change without warning.
- 1.11. You agree to contact us for support relating to Display Ads. You must immediately notify us if you receive a complaint relating to any Advertisement, and we reserve the right to respond on your behalf.

2. Remarketing

- 2.1. If you wish to provide information about end-users of your own websites in order to increase the relevancy and targeting of your Advertisements ("remarketing"), then you must include the following (or a substantially similar) statement on your website:

We may use third-party advertising companies to serve ads when you visit our websites. These companies may use certain information (but not including your name, address, email address or telephone number) about your visit to our websites in order to provide advertisements on ours and others' websites about goods and services that may be of interest to you. In the course of serving such advertisements, our third-party advertisers may place or recognise a unique cookie on your computer.

Our websites use the following cookies:

- Google Analytics: This cookie allows us to see information on user website activities including, but not limited to page views, source and time spend on website. The information is depersonalised and is displayed as numbers, meaning it cannot be tracked back to individuals. This will help to protect your privacy. Using Google Analytics we can see what content is popular on our websites, and strive to give you more of the things you enjoy reading and watching.
- Google Ads: Using Google Ads code we are able to see which pages helped lead to contact form submissions. This allows us to make better use of our paid search budget.
- DoubleClick: We use remarketing codes to log when users view specific pages, allowing us to provide targeted advertising in the future.
- Facebook: We use the Facebook pixel to log when users view specific pages or make certain interactions with our site.

Information on how to opt out of various kinds of tracking can be found at <http://www.google.com/settings/ads> (Google's ad settings page),

<https://www.facebook.com/help/568137493302217> (Facebook) or http://www.networkadvertising.org/managing/opt_out.asp (the Network Advertising Initiative's opt-out page).

- 2.2. We can make the necessary changes to your websites at an additional cost, subject to additional Charges and you providing us with administrator access rights to your websites.
- 2.3. You agree that we may create and use remarketing lists on your behalf, based on visitors to your website, or viewers of your content (including on YouTube and Facebook).

3. Term and termination

- 3.1. Unless your Order Form specifies an Initial Term, we will provide Display Ads on a continuing, monthly basis, from publication of your first Advertisement. You may terminate Display Ads in accordance with clause 5.1 of the Terms of Business.
- 3.2. Notwithstanding termination of your Display Ads, we may continue to secure Advertisements for you until your Total Budget is exhausted, and our Terms continue to apply to that date.