



# Search Ads Additional Terms

Our Terms of Business (<http://yellowbusiness.co.nz/legal>) and these Additional Terms apply to **Search 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. Search Ads help your business promote its products and services through advertising in the “Sponsored Links” sections of the Google search results page, to the right and sometimes above relevant search results (**Advertisements**). This is not the same as paid inclusion or placement in search results, which some search engines offer. Advertising normally requires you to have a Search Ads account. However, as a Google Premier Partner, we will provide you with a fully-managed Search Ads service, including account activation and management of your Advertisements.

*Please see Yellow Search Optimisation for improving your rankings in the unpaid or "organic" search results of common internet search engines.*

- 1.2. In these Additional Terms:

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

- (a) our set-up Charges (if any);
- (b) our management Charges; and
- (c) 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 Advertisements for you in relevant categories, and with relevant geo targeting, up to the value of your Total Budget. Your Total Budget is only reduced when an end-user clicks on your Advertisements (**Clicks**). While we try to maximise the number of Clicks obtainable within your Total Budget, we do not guarantee the number of Clicks 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 and TradeMe ads (also called **Advertisements**).
- 1.5. You may request changes to your:
- (a) categories, geo targeting, and any of your names, addresses or phone numbers used in 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; and

- (b) 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 Initial Term.
- 1.6. 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>).
- 1.7. Google and other third parties control their own services, access to which is therefore subject to change without warning.
- 1.8. You agree to contact us for support relating to Search Ads. In addition to phone support within New Zealand on 0800 803 803 during the hours of 9 am to 5 pm, Monday to Friday (excluding public holidays), we will also reply to emails to [productsupport@yellow.co.nz](mailto:productsupport@yellow.co.nz) within 5 business days. 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](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 Search Ads on a continuing, monthly basis, from publication of your first Advertisement. You may terminate Search Ads in accordance with clause 5.1 of the Terms of Business.
- 3.2. Notwithstanding your termination of Search Ads, we may continue to secure Advertisements for you until your Total Budget is exhausted, and our Terms continue to apply to that date.
- 3.3. You acknowledge and agree that, following termination, we will retain admin access to the Search Ads account used to secure Advertisements for you, unless or until you request such access.