



# Sensis Search Engine Marketing Product Guidelines

**This Sensis Search Engine Marketing Product Guidelines documents covers BidSmart® Full Service, Self Service and Sensis ClickManager® (Sensis ClickManager® Guaranteed & Sensis ClickManager® Plus) If this document is in conflict with other advertising rules, these rules shall take precedence.**

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# 1 Background

This document provides the Product Rules, Entry Criteria, Relevancy Guidelines and Editorial Guidelines associated with the BidSmart® and Sensis ClickManager® products ( Sensis ClickManager® Guaranteed and Sensis ClickManager® Plus). In this document these products may be collectively referred to as the “Sensis Search Engine Marketing (SEM) products.

BidSmart® Sponsored Listings are distributed through the BidSmart® network, as determined by Sensis from time to time. The BidSmart® Service provides placement of BidSmart® Sponsored Listings in the search results displayed across the BidSmart® network.

Sensis ClickManager® is the Search Engine Marketing service from Sensis that delivers targeted traffic to an advertiser’s website from the major Australian search engines.

Sensis ClickManager® listings are search engine marketing advertiser listings which appear on external search engine networks. These listings are created and managed by Sensis on behalf of advertisers, and are subject to additional terms imposed by the relevant third party (as set out in the terms and conditions applicable to Sensis ClickManager® products).

- **Sensis ClickManager® Guaranteed** products are published on the Yahoo and Google search engine networks, and on the broader BidSmart® distribution networks.
- **Sensis ClickManager® Plus** product is a fully managed search engine marketing service published only on the Google network.

Generally, the higher a Sponsored Listing appears in search results or Contextual Placements for relevant Keywords, the greater the proportion of Clicks that Sponsored Listing will receive. A customer may purchase any number of Selected Keywords and Locations matching their business products and services by bidding for Rank. The customer determines the maximum Cost Per Click (CPC) paid for each Selected Keyword.

BidSmart® Sponsored Listings are ranked in the search results and Contextual Placements based on a combination of the maximum CPC bid for each Keyword and Location combination, and the Sponsored Listing’s relevance to Users.

Sensis ClickManager® listings are search engine marketing advertiser listings which appear on one or more of the Yahoo! and Google search engine networks (and may also appear on Sensis.com.au and other Sensis websites involved in the Google distribution network through Sensis’ AdWords relationship with Google) and on the BidSmart® distribution networks. These listings are created and managed by Sensis on behalf of advertisers, and are subject to additional terms imposed by the relevant third party. Sensis ClickManager® Plus listings appear only on the Google Search engine network.

The intention of these Product Guidelines is to:

- (a) preserve the quality and integrity of Sensis SEM products;
- (b) ensure uniformity in the product offering, positioning and presentation; and
- (c) provide Sensis customers with consistent, equal and fair treatment.

## 2 Definitions

Any capitalised terms not defined in these Product Guidelines have the meaning given to them in the Sensis Search Engine Marketing Terms. In addition, the following words have these meanings:

**Bid Price** means, in respect of a Selected Keyword, the current value of a Click for that Selected Keyword as determined and displayed in the BidSmart® Platform.

**Min Bid** means minimum bid and, like a reserve price in a standard auction, is the lowest amount that it is possible to pay for a Keyword on the BidSmart® Platform.

**Placement** means a space on a search results page or Contextual Placement where Sponsored Listings are displayed. Examples of Placements are “top of page” and “sidebar”.

**Rank** means the position of a Sponsored Listing within the “Featured Listing” (that is, a position within the top three positions for a given Placement of the search results on a results page or Contextual Placement), with the highest ranked Sponsored Listing being closest to the top of the Placement space.

**Sensis Approved Agency** means an advertising agency that represents more than one advertiser client and spends an amount equal to or greater than \$5,000 per month with Sensis under this agreement and is nominated as an agency by Sensis on the Insertion Order.

## 3 Entry Policy

- a) A customer purchasing Sensis SEM must first have a live URL/website or a web page provided by Sensis at its discretion.
- b) Customers must supply Sensis with an active email address as a condition of the service, to ensure Sensis can contact customers.
- c) Customers must meet these Sensis SEM Product Guidelines in relation to content and operational standards of their Internet website (See the Website Content and Operational Requirements in this document). The site/URL submitted must also satisfy the Sensis Search Engine Marketing Standards Policy in this document).
- d) For Sensis' cancellation policy, see cl 10 of the Sensis Search Engine Marketing Terms and section 9.2 of these Product Guidelines
- e) To ensure the quality and relevance of Sensis search results are maintained and that Sensis SEM listings comply with these Product Guidelines, Sensis reserves the right to edit a customer's copy, keywords or to suspend any listings deemed to be in breach of these guidelines.
- f) Subject to compliance with these entry policies and rules, the final acceptance of Sensis SEM Listings/keywords/locations rests with the BidSmart® Senior Product Manager within Sensis.

## 4 Sensis Search Engine Marketing Product Types

Sensis Search Engine Marketing service offers the following products:

### **BidSmart®**

- Self Service
- Full Service

### **Sensis ClickManager® service, including;**

- Sensis ClickManager® Guaranteed
- Sensis ClickManager® Plus

## 4.1 BidSmart®

BidSmart® is a pay for performance online marketing solution from Sensis. It allows advertisers to target users who are searching or using the BidSmart® distribution network of sites and implementations. Sensis.com.au is not part of the BidSmart® distribution network. Sensis is constantly adding new traffic sources and monitoring the performance of its distribution network to ensure that advertisers get value for money from their BidSmart® spend.

### 4.1.1 Self Service

Advertisers can choose to manage their own marketing campaigns as a Self Service advertiser by setting up their own account and listings.

Once an account has been set up, advertisers are then able to select and bid on relevant keywords to drive qualified traffic to their website. The advertiser is able to take advantage of this traffic to achieve their business objectives, which may include generating sales leads, brochure downloads, ecommerce transactions, phone inquiries or other user based actions.

The rules relating to how to set up and manage listings are set out in this document.

### 4.1.2 Full Service

Sensis also offers a fully managed campaign management service for advertisers who spend \$500 per month or more on their campaigns. Sensis will work with the advertiser to determine the specific marketing objectives of the campaign, and set up the campaign including selecting appropriate keywords and writing the ad editorial. Sensis will also leverage its experience in search engine marketing to manage the campaigns according to the agreed objectives, ensuring that full service BidSmart® advertisers are able to get the most out of their BidSmart® search marketing.

## 4.2 Sensis ClickManager®

Sensis ClickManager® is the Search Engine Marketing service from Sensis that delivers targeted traffic to an advertiser's website or a web page that Sensis makes available from time to time from the major Australian search engines. Clicks to sites are delivered from the Google and Yahoo search and content networks.

For the Sensis ClickManager® Guaranteed product clicks are delivered from the Google, Yahoo (including Bing) and the broader BidSmart® network which includes other websites owned, operated or hosted by third parties on or through which Sensis has authorised the making available of Sponsored listings.

Sensis ClickManager® Plus is a budget based fully managed search advertising service that enables advertisers to generate quality leads to their website via the Google network only.

The Google network now includes Sensis.com.au (on which Google Adwords listings will be displayed).

Utilising Sensis' expertise in search engine marketing, the advertiser has a fully managed online marketing campaign delivering a set number of clicks. Sensis takes care of the initial set up and ongoing management of the campaign in the search engines, saving the advertiser time and providing access to Sensis' search marketing expertise.

Sensis ClickManager® Guaranteed and Sensis ClickManager® Plus are offered as fully managed services; designed for those advertisers who want to take advantage of Sensis expertise in search engine marketing. Sensis working with the advertiser will set up the creative and keywords for an SEM campaign. Sensis will also use its expert knowledge to help advertisers to deliver campaigns that meet their objectives. The rules relating to Sensis ClickManager® are set out in detail in this document.

## 5 BidSmart® Product Guidelines

The following information provides detail regarding the rules applicable to BidSmart® pay for performance advertising.

### 5.1 BidSmart® Self Service

The Self Service product allows the customer to create and update listing(s) in near real-time. Self Service customers set up their own account, select keywords that are relevant to their business and target locations (if desired) to the locations they are in and/or that they service. Customers manage their own listings through the BidSmart® self-service interface. BidSmart® is a performance-based program, where customers pay only for click throughs to their website, so there are no fixed fees. Customers only pay for the clicks they receive.

Self Service customers are provided with email alerts to inform them when their account is running low on funds, to ensure that the customer has an opportunity to continue to publish their Sponsored Listing(s), until the end of the calendar month. This provides customers with the opportunity to increase their credit at any time. If however they choose not to take this option, and their account runs to zero dollars, their Sponsored Listing(s) will be unpublished until the start of the next calendar month.

Self Service customers can:

- turn listing(s) on or off as per their needs;
- target locations;
- get priority position if desired (through the BidSmart® auction process);
- access keyword suggestion tools;
- access bulk upload tools;
- access reporting tools; and
- access Interactive Customer Care, if support is required.

As BidSmart® is an auction based system, customers need to set a monthly cap for their listing(s) and a maximum bid per keyword.

### 5.2 Payment for Self-Service Advertiser

#### 5.2.1 Post Paid accounts

BidSmart® Accounts for Self-Service Advertisers created before October 2006 will be post paid accounts. At the end of each month, Sensis will calculate the total amount owed for Clicks received on the BidSmart® Sponsored Listings for each Self-Service Advertiser. This amount will be automatically deducted from the Self-Service Advertiser's nominated credit card account.

Self-Service Advertisers who have post paid accounts may change their payment method from credit card to direct debit from their bank account if desired, via the BidSmart® platform. During transition from credit card to direct debit, the Self-Service Advertiser's BidSmart® Account will be flagged as "Unbillable," and their BidSmart® Sponsored Listings unpublished, until their new payment details have been successfully registered. If a Self-Service Advertiser registers for direct debit via the BidSmart® Platform, the advertiser agrees to be bound by the "Direct Debit Customer Service Agreement," which the advertiser will be required to accept during direct debit registration.

If Sensis is unable to process the credit card or direct debit payments of a Self-Service Advertiser's post paid account on the first day of any month for any reason, that advertiser will be notified by email. When payment cannot be processed, that advertiser's BidSmart® Account will be suspended and their BidSmart® Sponsored Listings unpublished.

Any Self-Service Advertiser BidSmart® Accounts outstanding after a 60 day period will be referred to Telstra's credit department for collection, the advertiser's BidSmart® Account terminated, and the advertiser will be liable for all reasonable expenses (including legal fees) incurred by Sensis in collecting those amounts.

## 5.2.2 Pre-paid accounts

BidSmart® Accounts for Self-Service Advertisers will be encouraged to be pre-paid accounts. Self-Service Advertisers must provide Sensis with their credit card or direct debit bank account details during the registration of their BidSmart® Account.

During registration, the Self-Service Advertiser's BidSmart® Account will be flagged as "Unbillable," and their BidSmart® Sponsored Listings unpublished, until their payment details have been successfully registered. At the time of the Self-Service Advertiser's BidSmart® Account is set up, the Monthly Budget nominated on their credit card or direct debit authority will be automatically deducted from the Self-Service Advertiser's nominated credit card account or direct debit bank account.

This payment will create a positive (credit) BidSmart® Account balance, which will be maintained according to one of the following options the Self-Service Advertiser nominates:

(a) If the Monthly Top-Up Option is selected: at the start of each month, the difference between the BidSmart® Account balance and any Monthly Cap will be calculated, and such amount will be automatically deducted from the Self-Service Advertiser's nominated credit card or direct debit bank account.

(b) If the Rollover Option is selected: whenever the BidSmart® Account balance is reduced to an amount equal to or less than the Notification Threshold, the difference between BidSmart® Account balance and any Monthly Cap will be calculated, and such amount will be automatically deducted from the Self-Service Advertiser's nominated credit card or direct debit bank account.

(c) If the "Pay-As-You-Go" option is selected: if the BidSmart® Account balance is reduced to \$0 or less at any time, then no automatic payment will occur. The Self-Service Advertiser's BidSmart® Account will be flagged as "Unfinancial" and the BidSmart® Sponsored Listings will be unpublished from the search results and Contextual Placements until a manual top-up payment, initiated by the Self-Service Advertiser via the BidSmart® Platform, is successfully processed.

Costs for Clicks received on the Self-Service Advertiser's BidSmart® Sponsored Listings during that month, including GST, will be deducted from the positive BidSmart® Account balance.

If the cost of a Click reduces the BidSmart® Account Balance to \$0 or less, then the Self-Service Advertiser's BidSmart® Account will be flagged as "Unfinancial" and their BidSmart® Sponsored Listings will be unpublished from the search results and Contextual Placements until the next Monthly Top-Up Option amount is successfully processed.

At any time, the Self-Service Advertiser may increase their positive (credit) Account Balance by initiating a Manual Top-Up payment via the BidSmart® Platform.

BidSmart® accepts the following credit cards:

- Visa
- Master Card
- AMEX

## 5.3 BidSmart® Full Service

The BidSmart® Full Service product is a fully managed search marketing solution. Customers are assigned an Account Manager who will help them set their campaign objectives and are then provided with a dedicated search marketing campaign manager, who will work with the customer to implement and manage their listing(s). Our Campaign Managers are experts in the business. They will help identify highly searched for keywords for the customer, target locations and continually optimise the customer's listings, to help drive qualified leads to their business. To be a Full-Service customer, customers must spend at least \$500 per month on their Account. Sensis reserves the right to modify the eligibility criteria for a Full-Service customer at its sole discretion.

Full-Service customers will need to:

- advise Sensis of their advertising goals, such as target monthly spend, campaign spend for the Service and target average CPC;
- complete and sign a new Insertion Order or Search Engine Marketing Contract to change their Monthly Cap;
- notify Sensis via email if they wish to change their maximum CPC amount;
- request that Sensis manage their BidSmart® Account on their behalf, except that the customer will have view-only access to reporting, editing and BidSmart® Account analysis tools on the BidSmart® Website; and
- advise Sensis (via e-mail to the customer's Sensis campaign manager or sales representative) of any changes they wish to have made to their Account on their behalf.

As a Full-Service customer, the signed Insertion Order or Search Engine Marketing Contract will be represented as an "Online Contract" on the online contract system. The online contract system will monitor "Start Date", "End Date" and Maximum Spend. If desired, the customer may nominate on the Insertion Order or Search Engine Marketing Contract to have the "Start Date" of their "Online Contract" automatically adjusted to conform with the publishing of the first Sponsored Listing for their Account. If this option is selected, the "End Date" will be automatically adjusted to conform with the adjusted "Start Date".

Should any of the following scenarios occur:

- the aggregate value of Clicks (excluding GST) charged to the customer's Account equals or exceeds the Maximum Spend for their current Insertion Order or Search Engine Marketing Contract at any point in time;
- the "Start Date" of the customer's current Insertion Order has not yet been reached; or
- the "End Date" of the customer's current Insertion Order has been reached,

then the customer's Account will be flagged as "Out Of Contract" and their Sponsored Listings will be unpublished from the search results (unless and until the customer establishes a new Insertion Order or Search Engine Marketing Contract). If this occurs, the customer will receive an email advising them of the reason for their "Out of Contract" status. Any unpublished Sponsored Listings as a result of the customer's Account being "Out Of Contract" will automatically be re-activated when a new Insertion Order or Search Engine Marketing Contract is established.

Full Service Customers are provided with access to view their account, so that they are able to track the performance of their listings via the Reporting Tools available to them via the BidSmart® online interface.

If a customer requires changes to their account, our campaign managers will make the changes in accordance with the customer's instructions.

The features of the BidSmart® Full Service product are:

- set up of the customer's Account, including writing titles & descriptions for all Sponsored Listings;
- Target locations;
- select appropriate Keywords (which will be the customer's Selected Keywords), Keyword Match Types and Locations for their Sponsored Listings;
- activate, pause, reactivate or delete the customer's Account and/or Sponsored Listings and/or Keywords and
- arrange for the customer's username and password log-in to the BidSmart® Platform to be e-mailed
- Turn listings on or off according to the customer's business needs;
- Target highly qualified keywords;
- Campaign is based on minimum spend to achieve best results;
- The campaign manager bids on behalf of the customer according to customer objectives;
- As BidSmart® is an auction based system, campaign managers will set a monthly cap and a maximum bid per keyword, in order to meet the customer's objectives;
- Full Service customers are billed by invoice at the end of the month;
- Saves time and resources - by letting the experts do the work for you; and
- The Full Service product is available to customers with a minimum spend of \$500 per month (or other amount notified by Sensis from time to time).

### **5.3.1 Payments**

Full-Service Advertisers will be invoiced as at the first of each month for the number of Clicks they received on their BidSmart® Sponsored Listings during that month. Full-Service Advertisers must pay the amount invoiced within the period stated on the invoice and may pay the invoice by cheque, credit card (Visa, Master Card or AMEX) or direct debit.

## **5.4 BidSmart® Full Service & Self Service Direct Debit Requests**

### **BidSmart® Direct Debit Customer Service Agreement**

Drawing Arrangements:

We will provide you with access to the BidSmart® Terms upon establishment of your BidSmart® Account. We will provide you with access to the details of the BidSmart® Direct Debit Customer Service Agreement upon submission of your bank account details.

When a payment for your BidSmart® account falls due in accordance with the BidSmart® Terms, we will request a drawing of the amount owing from your Financial Institution via the Bulk Electronic Clearance System (BECS). The result of any payment will be reflected against your BidSmart® account within 5 business days.

If drawing attempts fail, and a payment cannot be processed in accordance with the BidSmart® Terms and Conditions, your BidSmart® account may become inactive. Should this occur, we reserve the right to arrange with you an alternative payment method before your BidSmart® account will be reactivated.

If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

We will not change the amount or frequency of drawing arrangements without your prior approval. We may vary any details of the direct debit request service agreement at any time by giving you notice in writing.

We will keep all information pertaining to your direct debit request private and confidential, including your nominated account at your Financial Institution. We will make reasonable attempts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to this information do not make any unauthorised use, modification, reproduction or disclosure of that information.

If you wish to stop or defer a debit payment, or cancel your authority for the direct debit, you must notify us or your financial institution in writing (which must be a letter physically signed by you and posted or faxed to us or your financial institution) at least 14 days before the next debit day. If you first notify your financial institution, please promptly let us know. If you are a Self-Service customer, you may change your drawing arrangements yourself via the BidSmart® User Interface. If you are a Full-Service BidSmart® customer, you may do this by making a request to BidSmart® Online Customer Care on 1800 728 208.

Where you consider that a drawing has been initiated incorrectly (outside the arrangements of the BidSmart® Terms and Conditions or the BidSmart® Direct Debit Customer Service Agreement), you should take the matter up directly with us by contacting BidSmart® Online Customer Care.

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing as it falls due.

If there are insufficient funds in your designated account to meet the debit payment:

- you may be charged a fee by your financial institution;
- you may also incur fees and/or interest imposed or incurred by us ; and
- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

If the account nominated by you to receive the BidSmart® Direct Debit drawings is transferred or closed, either by yourself or the nominated Financial Institution, it is your responsibility to arrange a suitable alternative payment method. If you are a Self-Service customer, you may nominate a replacement account via the BidSmart® User Interface. If you are a Full-Service or Starter-Pack customer, you may nominate a replacement account by making a request to Interactive Customer Care 1800 728 208.

## 5.5 BidSmart® Ranking, Positioning & Keyword pricing

Placing the highest Smart Bid may increase a listing's exposure within the Sponsored Listings search results and contextual placements, but Sensis also considers other factors to determine a Listing's ranking in relation to competing listings within the same set of search results or contextual placements. If a Sponsored Listing receives a good click through rate and targets locations relevant to the user's search or the webpage they are viewing, it may be ranked more favourably than competing listings which match the same search.

Most keywords start off with a floor price of \$0.10 (although some may be higher depending on their industry type and therefore their market value). As customers attempt to secure matches for their Sponsored Listings by bidding on certain keywords, the price may rise. Some customers may be prepared to raise their bid on a keyword because they want their businesses' Sponsored Listing to achieve maximum exposure (which will equate to a higher position in search results or contextual placements).

Customers place a "Smart Bid" (Maximum Bid) per keyword, which sets a price ceiling for how much they are prepared to pay for that keyword. This means they will never pay more than their "Smart Bid" (Maximum Bid), unless they increase it.

What customers actually pay is called the Bid Price or Cost Per Click (CPC), which could be anything between the Keyword Floor Price (e.g. 10 cents) and their Smart Bid (e.g. 50 cents), and is influenced by the Smart Bid and ranking of competing customers bidding for the same keyword. Bid prices for keywords rise in increments of \$0.01. Some keywords in highly sought areas such as "Web Hosting", "Flowers" and "Home Loans" will have higher floor prices, e.g. the starting price will be more than 10 cents. The exposure achieved within Sponsored Listings search results and contextual placements is determined in part by the "Smart Bid" (Maximum Bid) amount, and also by the Click Through Rate (CTR) and Location Matching relevance boost if applicable. CTR is driven by historical relevance of the Sponsored Listing to the user's search or the webpage they are viewing.

As the BidSmart® system is dynamic, initially customers with the highest "Smart Bid" (Maximum Bid) for any keyword will achieve maximum exposure within the Sponsored Listings search results or contextual placement. However as each customer receives clicks to their Sponsored Listing, the ranking of their Sponsored Listing begin to change based on CTR and Location Matching relevance boost if applicable.

A Sponsored Listing receiving a click in position one, on the first results page, is worth less than receiving a click in position one on the second results page as a click on page 2 is harder to obtain. This makes it possible for a customer with a lower Smart Bid to achieve higher exposure by ensuring that more relevant Sponsored Listing results are returned. Relevance is based on the number of clicks received, and therefore the effort the user has taken to find that result against the keyword they are searching for is potentially reduced.

## 5.6 Account Caps

Full-Service customers will be subject to Sensis' credit approval processes. They must advise Sensis of their nominated Monthly Cap and this must not exceed the amount for which they have credit approval.

If the amount owing on a Sensis SEM Account equals or exceeds the customer's Monthly Cap at any point in time it will be flagged as "Capped" and their Sponsored Listings will be unpublished from the Search results and Contextual Placements for the remainder of that month (unless and until the customer increases their Monthly Cap). Any Sponsored Listings not published as a result of the customer exceeding their Monthly Cap will automatically be re-activated on the first day of the following month when that month's capped spend becomes available.

Any bids made for Selected Keywords must be in Australian dollars and cents. Bids are exclusive of GST and may be made in increments of 1 cent. Bids are subject to Sensis' Min Bid requirements current at the time of bidding. Sensis reserves the right to set a Min Bid amount for individual Selected Keywords or groupings of Selected Keywords at its discretion and to modify these amounts at any time.

## 5.7 Location Targeting

BidSmart® allows customers to target Australian locations. Sensis SEM customers can target Sponsored Listings at any level from Australia-wide to individual towns or suburbs.

- Customers MUST be able to service all areas within the locations they target.

Customers can target international locations as Keywords, but not as part of the location targeting feature. Location targeting is only for Australian locations.

Refer to the Business Type Location Guidelines at Appendix 1 of this document for more detailed information on permissible use of location as part of a Sponsored Listing.

Customers should be as specific as possible when choosing locations to add to their Sponsored Listing, due to the 'Location Boost' feature. If the location contained in the search term exactly matches one of the locations a listing is targeting, that listing will receive a boost in its ranking score. Depending on the ranking score of the listings above this may result in the listing moving up in position. For example, if the term 'Flowers Carlton' is searched for, all listings containing the keyword 'Flowers', and targeted to Carlton, Melbourne Metro, Victoria or Australia will be displayed, but only those listings targeted to Carlton will receive the location boost. Alternatively, if 'Flowers Victoria' was searched for, the listings with the above location targets would again display, but only those targeted to Victoria would receive the boost.

For location to be a factor in search match, the customer's listing must be assigned the location targeting option of 'Location Only' or 'With or Without Location'.

## 5.8 Smart Bid

Smart Bid checks competing bids for keywords and resets a customer's bid to one cent higher than the next best bid (up to, but no higher than customer's Bid Limit). E.g. If a bidding customer's maximum bid for a keyword is set at \$0.50 but the current bid for the same Keyword is only \$0.30, Smart Bid set the bidding customer's Bid to \$0.31 CPC.

## 5.9 General BidSmart® Rules

Self Service customers can attach up to 1000 keywords per Sponsored Listing and can create an unlimited number of Sponsored Listings in their account.

Customers not specifying a location for their Sponsored Listing will not be displayed in location based results.

A single customer may not have multiple Sponsored Listings in any one result set.

Customers do not receive an alert if their Sponsored Listing changes position, but can check positioning by running a search for one of their Sponsored Listings' keywords.

The BidSmart® product is billed on a monthly basis by Sensis once the Sponsored Listing has been published.

## 5.10 Usage Rules for BidSmart®

The customer must not:

- Use the BidSmart® Website or any content contained within it wherever it may be published, for any purpose other than managing their Account;
- Disseminate or redistribute any information from the BidSmart® Website;
- Use any automated means, including devices, software, scripts, robots or spiders to access any BidSmart® Account via the BidSmart® Platform;
- Use any means, including devices, software, scripts, robots or spiders to monitor, copy or interfere with the proper working of the BidSmart® Website or the BidSmart® Platform;
- Take any action that, in Sensis' opinion, imposes an unreasonable load on Sensis' infrastructure; or
- Initiate a Click on the Sponsored Listing of a competitor (or a competitor of a third-party for whom the customer is acting as an authorised agent) ("Competitor"), which in Sensis' opinion is intended to drain the BidSmart® Account balance of the Competitor.
- Regardless of where the customer's Sponsored Listings appear across the Distribution Network, the customer must direct any communication regarding the Service directly to Sensis and not to Third Party Website owners within the Distribution Network.
- The customer is responsible for updating their Website and BidSmart® Sponsored Listings so that all information published in their Sponsored Listings or implied by their Selected Keywords accurately reflects that available on their Website.

## 5.11 BidSmart® Editorial Guidelines

These BidSmart® Product Rules, Entry Criteria, Relevance Guidelines & Editorial Guidelines are designed to assist customers in creating BidSmart® Listings, to maximise the effectiveness of the promotion and to allow Sensis to ensure content and links are appropriate to the BidSmart® product.

It is important that BidSmart® customers familiarise themselves with these rules on editorial style and keyword selection.

A BidSmart® Listing comprises two elements: the text of the BidSmart® Listing as it appears onscreen, plus the group of keywords customers select match the listing with a user's search.

Successful campaigns will be based on well-written copy text, plus a highly relevant set of keywords.

## 5.12 BidSmart® Sponsored Listings Format

BidSmart® Sponsored Listings are text-based with three fields: a title, description and

URL – with the following character limits:

- Titles cannot exceed 65 characters, including spaces
- Descriptions cannot exceed 165 characters, including spaces
- The maximum length for a web site address is 500 characters, including tracking.

### 5.12.1 Sponsored Listing Title

This is the title given to BidSmart® Sponsored Listing, which appear on-screen in search results.

- Titles must include the customer's business or domain name or refer to the key product or service being promoted with the listing.
- Titles must accurately represent the content of the web page to which they link.
- Titles may contain up to 65 characters including spaces.

### 5.12.2 Sponsored Listing Description

- This is the main wording of a customer's BidSmart® Sponsored Listing, as it will appear on-screen in search results.
- Descriptions must be of either one or two sentences only and must be clearly written, using proper spelling, capitalisation and punctuation.
- Descriptions may contain up to 165 characters including spaces.

### 5.12.3 Copy Rules

- Spelling should be standard Australian English, unless a specific product, company or brand name requires otherwise. (Reference: Macquarie Dictionary.)
- Capitalisation (typing words in all capital letters) is not permitted unless the initials used are an acronym (e.g., NSW or DVD) or unless they are business names trademarked in caps (e.g. LG Electronics)
- Symbols, keyboard characters or punctuation cannot be used in place of words (e.g. "save \$\$" should be written as "save money"). Characters must not be repeated to express emphasis (e.g. "for \*\*great\*\* service" or "Looking for a mortgage???"). A BidSmart® Sponsored Listing may contain one exclamation point only.
- Generic call-to-action phrases (e.g. "click here", "click now" or "visit our website") cannot be used. They are unnecessary in search results and not specific to a business offering.
- Write text in the third person. For example, "our wide range of carpets" should be written as "a wide range of carpets". "We guarantee low prices" should be written as "low prices guaranteed".
- Superlatives (e.g. "lowest", "best", "cheapest", etc.) cannot be used unless verified by a third party, are part of a company's trademark or if there is a money-back guarantee (i.e. "Voted best by ZDNet.com.au"). Descriptions and wording must be true and factual and not contain exaggerated statements.
- Phonetic, slang and SMS shortcuts (e.g. "4U", "b4" or "w/o", etc.) may only be used where they are a part of your registered trademark.

- Abbreviations should be avoided wherever possible. Abbreviations for universities, organisations and government agency names are acceptable.
- Apostrophes should not be used when making acronyms or other abbreviations plural (e.g. "wide range of DVD's and VCR's" should be written as "wide range of DVDs and VCRs"). When referring to a decade, do not use an apostrophe before the numeral or before the "s" (e.g. "original 1970's and '80's designs" should be written as "original 1970s and 80s designs").
- Quotation marks in BidSmart® Sponsored Listings should only be used to enclose titles of books or albums. (e.g. "order Kylie's "Greatest Hits" today"). Quotation marks for the purpose of emphasis must not be used. (e.g. "our coffee is "the greatest" flavour in your morning" must be avoided).

#### **5.12.4 Tags**

Tags replace the concept of Campaigns from the previous version of the BidSmart® system and provide advertisers with a flexible and powerful way of categorising and managing Sponsored Listings, particularly when managing a number of listings.

A Tag is simply a label that advertisers choose to describe their listing (e.g. a location, a product category or a store) and is a category that exists independently of an advertiser's BidSmart® Sponsored Listing. Advertisers can create as many Tags as they wish, and assign them to multiple BidSmart® Sponsored Listings. Multiple Tags may be assigned to a single listing.

## 5.12.5 Examples of acceptable editorial style

Flower shop example:

### Not acceptable

FREE Delivery on all Flowers!!!!

Australia's leading florist. FREE delivery on the best flowers. Click here to save \$\$.

### Acceptable

Garden of Eden Online Florist

Floral bouquets including roses, gerberas, lilies and other arrangements for special occasions. Order online and receive free delivery Australia-wide.

Furniture store example:

### Not acceptable

Top Shopping

Unbelievable prices!! Save CASH at Australia's top store.

### Acceptable

Ausfair Furniture Mall

Full range of home furnishings at below retail prices. With daily deals and weekly specials.

Weight loss products supplier example:

### Not acceptable

Health Products

Exhilarating products and services!! Lose weight online.

### Acceptable

Weight Loss Products

Home slimming products and food management program designed to help control your weight.

Audio specialist example:

### Not acceptable

Fitzroy Electronics – “No. 1” for Home Hi-Fi

Stockists of “top quality” home entertainment equipment, PC’s, DVD’s and VCR’s.

### Acceptable

Fitzroy Electronics – Audio Specialists

Stockists of quality home entertainment equipment, PCs, DVDs and VCRs.

## 5.13 URLs

### 5.13.1 Display URL

Also known as a 'landing URL' or 'vanity URL', this should be the web address of the page the user will arrive at immediately after clicking on a BidSmart® Listing. This page is often referred to as the 'landing page'. Where a Sensis Web Page is to be linked to, a standard display URL is to be used, and will be "[www.yellow.com.au](http://www.yellow.com.au)" in all cases.

- Tracking code or tags cannot be included.

### 5.13.2 Destination URL

Also known as 'tracking URL', 'tagged URL' or 'encoded URL', this is the web address of the page the user will arrive at. It is not displayed on screen.

- Any optional code or tags used to track the user's click should be included here.
- If destination URLs are used, they must take the visitor to the same page as the display URL.
- BidSmart® Listings must link to a fully operational site. Customers may not link to a landing page that is under construction or one that automatically redirects to another web page.
- URLs must begin with either of these protocols: "<http://>" or "<https://>."
- URLs cannot contain spaces. Spaces should be replaced with a "+" sign.
- The use of anchor tags within a URL is not permitted.
- The maximum length for a URL web site address is 500 characters, including tracking.
- Where a Sensis Web Page is to be linked to, the format will always be [http://www.yellowpages.com.au/onlineSolution\\_moreinfo.do?iblid=<Online Solution IBL>&postcode=<valid postcode>](http://www.yellowpages.com.au/onlineSolution_moreinfo.do?iblid=<Online Solution IBL>&postcode=<valid postcode>) e.g.  
[http://www.yellowpages.com.au/onlineSolution\\_moreinfo.do?iblid=3993632&postcode=312](http://www.yellowpages.com.au/onlineSolution_moreinfo.do?iblid=3993632&postcode=312)

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## **6 Sensis ClickManager® Product Rules**

### **6.1 General**

Sensis ClickManager® is the Search Engine Marketing (SEM) service provided by Sensis.

Sensis ClickManager® offers two service types:

- Sensis ClickManager® Guaranteed product; and
- Sensis ClickManager® Plus product.

### **6.2 Campaigns**

Advertisers are able to take advantage of the expertise provided by the Sensis search engine marketing team. The expertise offered as part of the Sensis ClickManager® Service includes recommending appropriate keywords search engine users are most likely to use when searching for the advertiser's products and services. Sensis will also work with the advertiser to write the advertisement copy, attempting to deliver the most relevant search users to the advertiser's Website.

Prior to the campaign being set up, the advertiser should provide any relevant business related information to assist the Campaign Managers in setting up a targeted advertising campaign. For instance, if the advertiser specialises in particular products or services within a category, this information will be used to target users who are most relevant to that business. This will be achieved by selecting the most relevant keywords and locations which in turn will drive qualified traffic to the advertiser's website. This information is provided in a Campaign Brief which the Sales Representative will complete in collaboration with the advertiser.

Search engine marketing is a highly specialised area of marketing. Sensis can draw on valuable knowledge and experience in setting up and managing campaigns across the major Australian search engines, helping advertisers to create effective campaigns.

Generally, creative's and keywords from yellow online products are not suited to search engine marketing campaigns.

## 6.3 Set Up Process

1. The advertiser will receive an email in approximately 10 working days after signing the contract notifying them that their Sensis ClickManager® listings are live.
2. Billing occurs differently depending on the payment method the customer has chosen.
  - Direct Debit Customers: the customer's bank account will be debited for the agreed amounts as they fall due, in accordance with the Sensis Search Engine Marketing Terms. The charge will appear on the customer's bank statement as "Direct Debit Sensis #####". The initial charge amount will be equal to the set up fee plus the amount payable for the first 3-packs (for Sensis ClickManager® Guaranteed customers) or the first 3-months (for Sensis ClickManager® Plus customers). Thereafter, the customer's account will be charged in advance on a 3-pack by 3-pack instalment basis (for Sensis ClickManager® Guaranteed customers) or a 3-month by 3-month instalment basis (for Sensis ClickManager® Plus customers) until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms.
  - Invoice Customers: the customer will receive an initial invoice in the mail representing their set-up fee plus the amount payable for the first 3-packs (for Sensis ClickManager® Guaranteed customers) or the first 3-months (for Sensis ClickManager® Plus customers). Thereafter, the customer will be invoiced in advance on a 3-pack by 3-pack instalment basis (for Sensis ClickManager® Guaranteed customers) or a 3-month by 3-month instalment basis (for Sensis ClickManager® Plus customers) until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms. The methods by which they can pay this invoice are listed on the back.
  - The customer will receive regular Click Reports from Sensis, and if they are provided access to a Sensis ClickManager® web interface, they can access the Click Reports via the web interface.

## 6.4 Termination rights

If the customer has a Sensis ClickManager® Account, they may terminate the Agreement with effect from the end of their Initial Commitment or their then current Instalment, by notifying Sensis by email at the following email address: [clickmanager@sensis.com.au](mailto:clickmanager@sensis.com.au):

- (i) if they are a Sensis ClickManager® Guaranteed customer and are provided access to a Sensis ClickManager® web interface to view information about their account, before 80% of the total clicks in their Initial Commitment or their then current Instalment (3-pack) have been delivered; or
- (ii) if they are a Sensis ClickManager® Guaranteed customer and receive a report from Sensis at the completion of delivery of each pack, within 5 business days of receiving a report from Sensis confirming the delivery to them of the second-last pack in their Initial Commitment or their then current Instalment (3-pack); or
- (iii) if they are a Sensis ClickManager® Plus customer and are provided access to a Sensis ClickManager® web interface to view information about their account, before the second-last month in their Initial Commitment or their then current Instalment (3-months) have been delivered; or
- (iv) if they are a Sensis ClickManager® Plus customer and receive a report from Sensis at the completion of delivery of each month, within 5 business days of receiving a report from Sensis confirming the delivery to them of the second-last month in their Initial Commitment or their then current Instalment (3-months).

If the customer notifies Sensis in accordance with the above rules, Sensis will deliver the Initial Commitment or the customer's then current Instalment and the customer must still pay Sensis the Initial Commitment or the then current Instalment amount.

For further information regarding your Sensis ClickManager® campaign, contact your Interactive Customer Care or 1800 610 977

## **6.5 Sensis ClickManager® Guaranteed**

### **6.5.1 General**

Customers pay a fixed cost for a specific number of clicks throughs to their website. Sensis sets up listings and manages delivery of clicks on the Yahoo! and Google networks (although Sponsored Listings may also appear on Sensis.com.au and other Sensis websites through Sensis' AdWords relationship with Google) and also Sensis' BidSmart networks.

Sensis ClickManager® Guaranteed customers purchase a fixed number of clicks to their website or Sensis Web Page from major Australian search engines. Each contract contains an Initial Commitment to deliver a number of packs. Each pack contains a fixed number of clicks that Sensis will deliver to the customer's website.

Customers purchase a pack of clicks which Sensis manages on their behalf, utilising Sensis' knowledge and experience in search engine marketing. The customer purchases a Sensis ClickManager® pack relevant to their business heading. Each pack contains a specific number of clicks, which varies depending on how many clicks they would like to receive and how many packs they would like to purchase as an Initial Commitment.

Sensis works with the customer to select keywords, locations and to write the listing's description. However, the customer is responsible for ensuring listings conform to the product guidelines and terms and conditions of each of the search engine networks. The customer does not have access to their campaign, nor are they able to add or alter keywords/descriptions. If a customer wants to add or alter keywords/descriptions, they can make a request by contacting Sensis via email at [ClickManager@sensis.com.au](mailto:ClickManager@sensis.com.au).

### **6.5.2 Availability**

Sensis ClickManager® Guaranteed packs are available to customers with a live website (or a Sensis web page as made available by Sensis from time to time) and an email address. Sensis ClickManager® packs are available to a broad range of headings that Sensis specifies. As there are a limited amount of clicks available on the search engines, there are a limited number of packs available per heading. Once all packs have been sold in a particular heading, no more packs will be available until more are made available by Sensis.

Each advertiser heading pack contains a fixed number of clicks that will be delivered by Sensis via publication on the Yahoo, Google & BidSmart Search networks. Due to the dynamic nature of Search-Engine Marketing, the number of clicks delivered from each search network cannot be guaranteed and will be managed by Sensis Search-Engine Marketing specialists.

Customers may purchase additional clicks by advising Sensis via email that they wish to purchase a larger pack size. Customers can only increase their pack size in line with the pack sizes available in the customer's relevant headings. Once the customer has confirmed their increase with Sensis, the new increased pack size will begin to be delivered once Sensis has delivered the remaining clicks from their existing pack.

Each Sensis ClickManager® pack comes with one heading only, and Sensis will select the keywords for each heading taking into account the advertiser's marketing objectives, products and services and website.

Sensis will select the relevant search engine networks that will be used to deliver the customer's pack of clicks, and will determine the proportion of clicks from each search engine where more than one search engine is used. There are no guarantees as to what position a customer's advertisement will be ranked for relevant keywords. Ad campaigns are managed in real time, and Sensis uses its expertise in search marketing to deliver the number of clicks a customer has purchased. This means that campaigns may not always be live and available to view, and will be dependent on how the delivery of clicks are being paced. Sensis aims to deliver each pack over a 1 month period, however due to the dynamic nature of search engine marketing it is not always possible to accurately achieve this pacing rate.

Sensis will notify the customer when their campaign has been activated. Sensis will endeavour to have the customer's listings live on the search engines in ten working days, however this is not guaranteed. In addition, Sensis does not guarantee where, when and for how long the advertiser's listings will appear. On activation of the customer's campaigns across the search engine Networks, Sensis will send a confirmation email. If the customer has an existing SEM Account, Sensis will pause it and set up a new Account for their Sensis ClickManager® pack. However, if the customer has an existing account with Google or Yahoo, Sensis will not cancel, change or suspend the existing account with them. It is the customer's responsibility to do so. The Sensis ClickManager® service cannot function until all previous Google and Yahoo accounts are suspended.

The customer may nominate the start date for their listings to go live, provided it is not longer than one month after the contract sign date. The customer is not able to pause or temporarily suspend delivery of their packs other than in accordance with the Sensis ClickManager® terms and conditions.

### **6.5.3 Set Up Fee**

A set up fee will be applied to each Sensis ClickManager® Guaranteed contract regardless of the number of headings purchased on that contract. The set up fee is not refundable.

### **6.5.4 Payment**

Sensis ClickManager® Guaranteed advertisers may pay by Direct Debit or Invoice. The advertiser will indicate upon contract signing of their chosen payment method.

**Direct Debit Customers:** Sensis agrees to periodically debit your nominated account for the agreed amounts as they fall due, in accordance with the Sensis Search Engine Marketing Terms. The initial charge amount will be equal to the set up fee plus the amount payable for the first 3-packs. Thereafter, the customer's account will be charged in advance on a 3-pack by 3-pack instalment basis until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms. If Sensis is unable to process the direct debit payments of a Sensis ClickManager® Guaranteed Advertiser's account for any reason, that advertiser will be notified by email. When payment cannot be processed, that advertiser's Sensis ClickManager® Guaranteed Account will be suspended and their Sponsored Listings unpublished.

**Invoice:** Customers will receive an invoice in the mail representing the fees for their Initial Commitment. The methods by which they can pay this invoice are listed on the back. The initial charge amount will be equal to the set up fee plus the amount payable for the first 3-packs. Thereafter, the customer will be invoiced in advance on a 3-pack by 3-pack instalment basis until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms.

Sensis ClickManager® Accounts outstanding after a 60 day period will be referred to Telstra's credit department for collection, the advertiser's account may be suspended or terminated, and the advertiser will be liable for all reasonable expenses (including legal fees) incurred by Sensis in collecting those amounts.

## 6.6 Sensis ClickManager® Plus

### 6.6.1 General

Sensis ClickManager® Plus is a flexible budget-based and fully-managed Search Advertising service that optimises customers search engine advertising, enabling customers to generate leads to their website via the Google network.

The expertise offered as part of the Sensis ClickManager® Plus service includes recommending appropriate keywords search engine users are most likely to use when searching for the advertiser's products and services. Sensis also works with the advertiser to write the search ad copy to deliver search users to the advertiser's website.

The Sensis ClickManager® Plus service is available currently in four options Bronze, Silver, Gold and Platinum.

The Sensis ClickManager® Plus service includes:

- Emailed Live Notification Letter including 'Details of your Campaign'
- Emailed Status 'Click Report' Mid Month (for Silver, Gold & Platinum tiers only)
- Emailed Status 'Click Report' End of Month spend
- Dedicated Campaign Manager to manage and optimise the campaign
- Dedicated Customer Care Consultant to support the advertiser

Sensis ClickManager® Plus is campaign-based with an Initial Commitment of 6 months or 12 months.

### 6.6.2 Product Options

Sensis ClickManager® Plus is available in four options per below with Keyword limits as shown.

<b>Tier</b>	<b>*Key</b>		
	<b>* Ad Groups</b>	<b>Words</b>	<b>Click Report</b>
<b>Bronze</b>	Up to 3	Up to 150	End Month
<b>Silver</b>	Up to 6	Up to 300	Mid & End Month
<b>Gold</b>	Up to 9	Up to 450	Mid & End Month
<b>Platinum</b>	Up to 12	Up to 600	Mid & End Month

\*Ad Groups (similar to Headings) & Key Words are estimations only

The Sensis ClickManager® Plus Service includes selecting appropriate keywords search engine users are most likely to use when searching for the advertiser's products and services. Sensis will also write the Search Ad copy to deliver the relevant search users to the advertiser's Website.

There are no guarantees as to what position a customer's advertisement will be ranked for relevant keywords or how many clicks will be received. Ad campaigns are managed in real time, and Sensis uses its expertise in search marketing to best optimise the budget the advertiser has allocated to their Campaign to best win clicks. This means that Campaigns may not always be live and available to view, largely due to budgeted spend status, and will be dependent on how the delivery of clicks are being paced.

Sensis will notify the customer when their campaign has been activated. If the customer has an existing Sensis ClickManager® Guaranteed Account, Sensis will terminate it and set up a new Account for their Sensis ClickManager Plus Campaign at the end of the current Sensis ClickManager® Guaranteed instalment.

However, if the customer has an existing account with Google Sensis can not cancel, change or suspend this existing account. It is the customer's responsibility to do so. The Sensis ClickManager® Plus Service cannot function until all previous Google accounts (either self-managed or through an agent) are suspended.

The customer is not able to pause or temporarily suspend delivery of their Service other than in accordance with the Sensis ClickManager® Terms and Conditions.

### 6.6.3 Product Rules

The following product rules are specific to Sensis ClickManager® Plus. Editorial Guidelines, Website Content & Operational Requirements within this document are also applicable to the Sensis ClickManager® Plus Service.

- All Sensis Click Manager® Plus Contracts require Pre-Approval from the Campaign Management Team.
- All Contracts without Pre-Approval will be rejected.
- Sensis maintains the right of refusal.
- Customers may upgrade from Sensis Click Manager® Guaranteed to Sensis Click Manager® Plus (if Approved).
- Sensis selects the Keywords, Ad Groups, Locations etc and designs the customers Search Ads. Customers do not have access to their Campaigns, nor are they able to add or alter Key Words/Search Ads. However customers can contact their Customer Care Consultant to discuss changes via email [Sensis ClickManagerplus@sensis.com.au](mailto:Sensis ClickManagerplus@sensis.com.au).
- Sensis may (in its own discretion and without notice to the customer) edit, suspend or terminate Selected Keywords, Sponsored Listings, or Accounts which in Sensis' opinion fail to comply with the Sensis Search Engine Marketing Agreement, the Product Guidelines or, if relevant, the Third Party Terms.
- Sensis does not guarantee the position of Your Sponsored Listings in the Search results (or Contextual Placements). The position of Your Sponsored Listings is determined by various factors including relevancy and the price other customers bid for the Selected Keywords.

### 6.6.4 Billing Options

A setup fee is payable for Sensis ClickManager® Plus accounts and is not refundable.

If a customer has a Sensis ClickManager® Plus Account and has elected to be charged:

- Direct Debit Customers: Sensis agrees to periodically debit your nominated account for the agreed amounts as they fall due, in accordance with the Sensis Search Engine Marketing Terms. The initial charge amount will be equal to the set-up fee plus the amount payable for first 3-months for ClickManager® Plus. Thereafter the customer's account will be charged in advance on a 3-month by 3-month instalment basis until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms.
- Invoice Customers: the customer will receive an initial invoice in the mail representing their set-up fee plus the amount payable for the first 3-months.. The methods by which they can pay this invoice are listed on the back. Thereafter the customer will be invoiced in advance

on a 3-month by 3-month instalment basis until the customer cancels the agreement in accordance with clause 10.2 of the Sensis Search Engine Marketing Terms

At the end of the customer's Initial Commitment (6 or 12 Months), Sensis will continue operating the Service on a 3-month by 3-month basis unless and until the customer Terminates the Agreement in accordance with clause 10.2 in the Terms of Agreement.

## **7 Sensis Search Engine Marketing Standards Policy**

Sensis reserves the right to reject advertising links to Internet sites, remove or reject Sponsored Listings or remove any content that in Sensis' sole view is inappropriate, offensive, misleading or deceptive (or likely to mislead or deceive), defamatory, incorrect or in any other way in breach of any legislative or third party's rights.

In particular, Sensis may refuse content and links to Internet sites as unacceptable if the advertisement or linked Internet site contains material which:

- Promotes illegal activities;
- Describes, depicts, expresses or otherwise contains content not acceptable to minors;
- Depicts or promotes bestiality, paedophilia or matters of sex acts, drug misuse or addiction, crime, cruelty, violence or revolting or abhorrent behaviour in such a way that it is likely to cause offence to reasonable adults;
- Promotes, incites or instructs in matters of crime or violence;
- Endorses or promotes political issues outside of the defined standards for election advertising;
- Does not comply with Australian Internet Standards regulations.
- Is misleading or deceptive (or likely to mislead or deceive);
- Incites or attempts to incite persecution or harassment based on race, religion, political views, sexual orientation or gender;
- Disparages competitors or competing products and/or services;
- Infringes or seems likely (in Sensis' sole opinion) to infringe Sensis, Telstra's or a third party's intellectual property rights;
- Refers or relates to banned substances or products;
- Contains refused classification material or material which would be likely to be refused classification;
- Has inadequate measures to ensure minors do not gain access to material classified as being for adult viewing only; or
- In all the circumstances is considered is offensive or likely to cause offence.

Sites linked to using BidSmart® must not contain pornography or pornographic material other than Adult Shops selling goods in compliance with these Product Guidelines. Escort Agencies, Escort Service businesses throughout Australia as registered in each state or territory may also be accepted subject to approval by Sensis.

Sites that depict explicit sexual acts are not permitted. We define explicit sexual acts as the depiction or description of any kind of sexual intercourse, or depictions of any sexual acts that portray genitalia.

Sensis reserves the right to exclusively determine the appropriateness of the BidSmart® listing, website content or format, and reject any proposed listing or website that Sensis considers, in its discretion, to be inappropriate.

## 7.1 Adult Shops & Adult Product Content

Sensis accepts advertising for Adult products in BidSmart® listings such as Adult DVDs, Sex Toys, adult games and other pleasure products. Some adult keywords are blocked from appearing as part of BidSmart® Listings due to not meeting these BidSmart® Product Guidelines.

An 'adult shop' is defined for the purposes of BidSmart® Listings as a business located in Australia selling adult products through a retail shop outlet or an online website. Adult businesses such as Strippers, Adult Escorts and Brothels are not currently able to purchase BidSmart® Listings.

Businesses will only be considered to be located in Australia if they are operated by an Australian company or a business name registered in Australia. Sensis may require proof of an Australian company or Australian registered business name.

## 7.2 Approval Process for Adult Shops & Adult Product Content

Editorial process for BidSmart® and Sensis ClickManager® advertisers flagged as adult content -

Adult-related keywords (in line with Sensis' approved list) are available to ALL BidSmart® and Sensis ClickManager® advertisers to target. Listings will be reviewed for adherence with these Product Guidelines and approval by Sensis is required prior to final acceptance (and publication) of titles, descriptions, URLs and keywords. This process is set out below:

- New Self Service advertiser sets up an account, campaign and listings and targets adult-related keywords. Listings are published and begin appearing in search results and contextual placements via Sensis' BidSmart® Distribution Network. Following placement of adult keywords or content a Self Service advertiser's listings are flagged as New Listings and enter the Editorial Review queue.
- Sensis suspends the advertiser's listings and alerts them that their listing has been identified as containing adult content and suspended pending final approval of that content against these BidSmart® Product Guidelines.
- If approved, listings are unsususpended. If not approved, listings remain suspended and an explanatory email is sent to advertiser.
- This process is repeated for all changes to BidSmart® Listings with adult keywords, content or URL links.
- BidSmart® Full Service and Sensis ClickManager® customers providing adult products and services, classified will be subject to the Sensis SEM standards policy as described in these guidelines.

## 7.3 Other Acceptable Adult Content

- Descriptions of sexual acts in the context of health-related education.
- Sites that offer drugs or medical products designed to enhance sexual performance.
- Sites that depict sexual acts in the context of mainstream, established artwork.

## 7.4 Business Exclusions

Businesses under the following business categories will not be accepted for inclusion within the BidSmart® product:

- Mail Order Bride Services
- Pyramid or Multi Level Marketing programs
- Promotion and/or Sale of Banned Substances
- Tobacco Advertising
- Gambling – Competitions, Promotions, Lotteries & Sweepstakes

## 7.5 Alcohol Advertising

While alcohol advertising is legal, Sensis maintains its social responsibility and aims to deliver alcohol advertising in the manner appropriate to Australian advertising standards.

Advertising promoting the excessive use or abuse of alcohol or that is targeted at young audiences will not be accepted on Sensis internet sites.

## 7.6 Sensis Sensitive Headings Reference

The Sensis sensitive headings for Yellow® and Citysearch® customers apply to Sensis SEM products (as set out below):

### **Acceptable:**

- Adult Shops (Yellow®)
- Entertainers & Entertainers' Agents (Yellow®)
- Entertainers & Entertainers' Agents (Citysearch®)
- Family Planning
- Introduction Services – Social
- Massage Therapy (Yellow®) - (Adult Businesses excluded)
- Massage Therapists (Citysearch®) - (Adult Businesses excluded)
- Novelty Massage Services (Yellow®) - (Adult Businesses excluded / Non Adult Businesses acceptable)
- Party Plan Selling
- Pregnancy Counselling & Related Services
- Pregnancy Termination Services (Yellow® only)
- Telegrams-Singing & Novelty (Citysearch®) – (Adult Businesses excluded/ Non Adult businesses acceptable)
- Adult Entertainment & Services (Yellow®)
- Adult Entertainment &/or Products (Citysearch®)
- Escort Agencies
- Escort Services – Social
- Escort Services Social & Agencies

Headings listed above without specific reference to a directory product apply to both the Yellow® and Citysearch® products.

## 7.7 Defamatory or Offensive Material

Defamatory or offensive material or material that infringes or violates the rights of others is not permitted. This means that sites that advocate harm or violence against a person or group, or that use epithets and derogatory terms against an individual or group – or which otherwise uses language which would be likely to harm the reputation of a person and bring them into disrepute - are not allowed. Sites using hate speech or advocating hate crimes are also prohibited.

### Acceptable:

- Sites that advocate political action related to a group or individual but do not advocate harm or violence towards the person or group
- Sites that report on hate crimes or the use of hate speech, use it in a historical context, or use it in the context of an established artist's work

## 7.8 Gratuitous or Graphic Violence

Content or sites promoting or showing gratuitous or graphic violence is not permitted. This means that sites that use images or words to portray violence or harm to people or animals are not permitted, except in limited circumstances.

### Acceptable:

- Violent content in the context of a historical event, current news, political advocacy, medical or clinical subjects, or established artwork.
- Sites that depict or describe the use of animal products in established trades and hobbies, such as leather working or taxidermy.

## 7.9 Illegal Activities

Material that promotes products or activities that are illegal for purchase in Australia is not permitted.

### Not permitted:

- Sites that provide instruction or advice about engaging in activities that are illegal in the category to which the site is being added.
  - Sites about evading law enforcement.
- Sites that infringe on or violate the rights of others, or which distribute products that are illegal for purchase in the category to which the site is being added.

### Acceptable:

- Sites that discuss but do not distribute illegal types of products, subject to meeting other BidSmart® criteria.

## 7.10 Illegal Drugs

### Not permitted:

- Sites that enable users to purchase illegal drugs or provide instructions on how to purchase, obtain, grow, or manufacture illegal drugs are not acceptable.
- Site that sell drug paraphernalia are not permitted.

### Acceptable:

- Educational or advocacy sites about the above-mentioned topics.

## 7.11 Medication or Medical Products

### Not permitted:

- Sites that offer medications or medical products that are illegal for purchase in the market to which the site is being added.

### Acceptable:

- Sites that discuss the health uses, benefits, and side effects of any prescription drug, as are sites that provide prescription medication online for customers that provide a doctor's prescription.

## 7.12 Sports and Gambling – Competitions, Promotions, Lotteries & Sweepstakes

### Not permitted:

- Sites that describe how to find illegal sporting events.
- Sites promoting 'gambling products' which include but are not limited to Internet Gaming, Internet based Sports Betting and their sites, Casino gambling promotion or any such advertising prohibited under legislation.
- State run lotteries will be assessed on a case by case basis and must comply with Sensis' standards of advertising.

### Acceptable:

- Gambling sites that are in compliance with all applicable laws, as are sites about the history of gambling.

Customers promoting competitions or promotions on their sites and which are linked to through BidSmart® are required to meet all State and Federal legal requirements for competitions and promotions advertised.

## 8 Keyword Rules

### 8.1 General

Sensis SEM customers may only choose a keyword if it is relevant to their website and business. Any product or service that is implied by the keywords selected for Sponsored listings must be clearly available on the landing page.

Keywords must relate directly to the content of the landing page or Sensis Web Page as described in the customer's Sponsored Listing, title and description.

Keywords must describe the site content itself, not the Internet user or the person that would use that product, service or information. For example, the Keyword "Accountant" cannot be used to promote a website selling taxation software.

### 8.2 Competitive Keywords

Keywords based on the names of competitors or trademarks owned by third parties to the applying Sensis SEM customer are not acceptable. For example, a car manufacturer is not permitted to bid on trade marks or brands owned by a third party (including those of their competitors in the automotive industry).

## 8.3 Content & Spelling of Keywords

Misspellings or variations in spelling may be used in keywords, e.g. selecting all the keywords "family accommodation", "family accommodation" and "family accommodation" for a Listing promoting a holiday apartment.

Pornographic, violent, racist, or other offensive phrases may not be used as keywords. Phrases that relate directly to any content defined as unacceptable by these Sensis SEM Product Guidelines may not be used as keywords.

Sponsored Listings can target international locations as keywords, but not as part of the location targeting feature. Location targeting is only for Australian locations.

If Sponsored Listings target international locations, or use foreign language keywords, the landing pages must be in English.

## 8.4 Match Types

BidSmart® offers four Keyword Match Types – **Broad Match**, **Phrase Match**, **Exact Match** and **Negative Match**.

### 8.4.1 Broad Match:

Means when keywords are compared to the words a user types into the search engine (or in the case of a contextual placement, to the keywords generated using a contextual advertising program), they must contain all the same words, in any order and in any cases for a customer's Sponsored Listing to be displayed. Additional words not in the keyword may also be included in the search term. Broad Match is the default keyword match type assigned to new keywords.

### 8.4.2 Exact Match:

Means that when keywords are compared to the words a user types into the search engine (or in the case of a contextual placement, to the keywords generated using a contextual advertising program), they must be all the same words, in the same order and in any cases with no other words for the customer's Sponsored Listing to be displayed.

### 8.4.3 Phrase Match:

Means when keywords are compared to the words a user types into the search engine (or in the case of a contextual placement, to the keywords generated using a contextual advertising program), they must contains all the same words, in the same order and in any cases for a customer's Sponsored Listing to be displayed. Additional words not in the keyword may also be included in the search term provided they fall before or after the phrase, not within.

### 8.4.4 Negative Match:

Prevents a customer's Sponsored Listing from being displayed when that keyword is part of the search term entered into the search engine by a user (or in the case of a contextual placement, the keywords generated using a contextual advertising program), even if another part of the search query matches one of the other keywords.

Advertisers are responsible for checking that each keyword selected is relevant to their business, and that they are legally entitled to use that keyword and the Sponsored Listing generated. Keywords based on the names of competitors or trademarks owned by third parties will not be accepted. For example, Ford would not be permitted to bid on 'Holden' and thereby direct users looking for Holden cars to the Ford website.

## 9 Website Content & Operational Requirements

Without limiting any other requirements set out in these Sensis SEM Product Guidelines, the site linked to from a Sponsored Listing must:

- Be operational 24 hours a day, 7 days a week;
- Not have the majority of the site under construction;
- Have operable features and links;
- Load pages at an acceptable speed;
- Not be a mirror site or redirect to another site; and
- Be in English and suitable for an audience based in Australia. Bilingual and multilingual sites are acceptable if there is sufficient English content for an English speaker;
- Not be misleading or deceptive (or likely to mislead or deceive);
- Not make unverifiable claims;
- Not infringe a third party's intellectual property rights;
- not disparage competitors or competing products and/or services; and
- Not contain pornography, pornographic or adult advertising, erotica or adult-only content, gratuitous or graphic violence, material that infringes on or violates someone's rights, material that promotes/disseminates illegal activities, or undue hate speech or material.

All submitted pages, including product-level pages, must have sufficient content to warrant inclusion.

Customers must own the site they are linking to or have the right to advertise that site. Sites that mirror (or copy) other sites will only be accepted if they have the approval of the legal owner of that site.

Pages must have an operational back button and cannot use excessive pop-ups to trap users.

### 9.1 Maintenance and Updates

- BidSmart® Self Service customers are responsible for maintaining their account(s) via the BidSmart® online self service interface. Where necessary, if customers require assistance with changes/additions to their account, Sensis will assist the customer through this process, but will not make the changes on the customer's behalf.
- BidSmart® Full Service customers will have view access only, therefore the maintenance of their accounts is managed solely by their Sensis Campaign Manager in accordance with the customer's instructions
- Sensis ClickManager® customers will not have access to their account. Maintenance of their account is managed by Sensis Campaign Managers.

### 9.2 Setup, Charging & Cancellation Policy

The cancellation policy for BidSmart® products is as follows:

- Full Service customers are subject to the terms of the Insertion Order they have signed, which includes a campaign start and end date, as well as an agreed initial campaign spend. Full Service customers wishing to cancel their service must provide 30 days written notice of their intent to cancel their contract and will be subject to an early termination fee calculated by projecting the Full Service customer's average actual campaign spend as at the termination date over the remaining period of the campaign.
- Self Service customers have total control of their BidSmart® Account. They can cancel or suspend their service at any time without notice to Sensis and incur no early termination fee.
- Sensis ClickManager® customers can terminate their contract with effect from the end of their Initial Commitment or their then current Instalment, by notifying Sensis by email at the following email address: [clickmanager@sensis.com.au](mailto:clickmanager@sensis.com.au):

(i) if they are a Sensis ClickManager® Guaranteed customer and are provided access to a Sensis ClickManager® web interface to view information about their account, before 80% of the total clicks in their Initial Commitment or their then current Instalment (3-pack) have been delivered; or

(ii) if they are a Sensis ClickManager® Guaranteed customer and receive a report from Sensis at the completion of delivery of each pack, within 5 business days of receiving a report from Sensis confirming the delivery to them of the second-last pack in their Initial Commitment or their then current Instalment (3-pack); or

(iii) if they are a Sensis ClickManager® Plus customer and are provided access to a Sensis ClickManager® web interface to view information about their account, before the second-last month in their Initial Commitment or their then current Instalment (3-months) have been delivered; or

(iv) if they are a Sensis ClickManager® Plus customer and receive a report from Sensis at the completion of delivery of each month, within 5 business days of receiving a report from Sensis confirming the delivery to them of the second-last month in their Initial Commitment or their then current Instalment (3-months).

If the customer notifies Sensis in accordance with the above rules, Sensis will deliver the Initial Commitment or the customer's then current Instalment and the customer must still pay Sensis the Initial Commitment or the then current Instalment amount.

## 9.3 Agencies

Sensis approved agencies may be entitled to receive a discount of the price of the relevant campaign on subject to the condition that, at all times the agency pays Sensis within the period stated on the invoice in relation to the agency BidSmart® Account and otherwise comply with the Sensis Search Engine Marketing Terms (and these Product Guidelines). The agency acknowledges that Sensis may at any time remove its status as a Sensis Approved Agency (by notice) from which time the agency will no longer be entitled to receive any discount in respect of their BidSmart® Account.

### **Refunds for Accounts in credit at time of termination:**

If an advertiser's Sensis SEM Account that is or was previously a pre-Paid account, has a positive (credit) account balance at time of termination, unused credit may be refunded to the advertiser as follows:

- (a) any early termination fees will be calculated and deducted from the account balance;
- (b) any component of the customer's account balance representing gifts of service, including validated coupons, will be deducted from the account balance; and
- (c) if the account balance remains in credit, Sensis will provide a refund of the remaining amount in the customer's BidSmart® Account to the customer. The customer may be required to re-submit credit card or bank account details as part of this process.

## 9.4 Agents, Authorised Distributors/Resellers and Franchisees

Customers purchasing Sponsored Listings must ensure they are authorised to refer to the products, brands and services mentioned in their Listing or selected as keywords. This includes customers operating as an Agent, Authorised Distributor/Reseller or a Franchisee (as these terms are defined below) where they are not the manufacturer, brand owner or product owner but promote or sell the products and/or services of the manufacturer, brand or product owner.

### 9.4.1 Agent

A person or company authorised to act on behalf of another party (principal), including

entering into agreements on behalf of the principal.

#### **9.4.2 Authorised Distributor/Reseller**

A person or company appointed to distribute or re-sell the goods or services of a manufacturer or licensor, including to retailers or consumers.

#### **9.4.3 Franchisee**

A person or company appointed to operate under the name of an already established business (the franchisor). A franchisee is usually given the right to carry on the business of supplying goods or services under a system substantially controlled or suggested by the franchisor and to use trade marks, advertising or commercial symbols provided by the franchisor.

## **10 Appendix 1**

### **10.1 BidSmart® Business Type Location Guidelines**

#### **10.1.1 BidSmart® linking to Suburbs & Location**

BidSmart® customers may only link locations in which they have a physical presence, or which they service in Australia.

For the consumer, correct implementation of multiple suburb purchasing ensures relevant results to meet their needs, and for BidSmart® customers, it ensures maximised targeting of their businesses.

The following BidSmart® product rules apply for linking multiple suburbs to different business types. It is the responsibility of customers to ensure they only purchase suburbs and areas that they can physically service or in which they are physically located. Please refer to the following guidelines to assist in the purchasing of suburbs and areas for specific business types e.g. Fixed Business, Mobile Business, mix of Fixed/mobile & Location independent or Fixed Speciality Business type.

#### **10.1.2 Multiple suburbs & different business types**

The following BidSmart® rules apply to different business types linking into multiple suburb areas. These rules are in place for the benefit of consumers and customers to provide an appropriate acceptance criteria for BidSmart®. For the consumer, correct implementation of multiple suburb purchasing ensures relevant results to meet their needs and for a customer, they ensure maximised targeting.

Location/Suburbs acceptable links are defined according to the following business types and rules:

1. Consumer Visits Business (Fixed Businesses)
2. Business Visits Consumer (Mobile Businesses)
3. Dual Dynamics (Fixed & Mobile Businesses)
4. Location Independent (Neither)
5. Nation Wide Customers
6. Fixed Speciality Business of a Specialty Nature

## 10.2 1 Consumer Visits Business – Fixed Business

- Location is a PRIMARY search factor
- Exact suburb (and/or surrounding suburbs) is likely to be the user's request
- These types of businesses are predominantly fixed by nature.

### Suburb Purchasing Business Rules.

A fixed business can link to:

- The suburb in which the business is physically located; and
- One or more levels of adjacent suburbs in appropriate situations – up to Approximately 5kms.

Example of one level of adjacent suburbs for "Montmorency":



There will be instances where a fixed business is eligible to link one or more levels of adjacent suburbs.

In these scenarios, given the nature and location of the business, a consumer would be likely to travel beyond their immediate suburb to visit the fixed business.

Examples may be as follows:

- Stores such as Myer, Target, Safeway, Coles, etc.
- Major shopping centres
- Franchise outlets such as McDonalds, The Cheese Cake Shop, Pizza Hut.
- Specialty stores such as Antique Dealers, Ski Hire, aquarium suppliers, backpacker accommodation, costume & costume hire, etc.
- Traders in white goods, furniture and electrical goods – JB HiFi, Harvey Norman, Dick Smith, the Good Guys, Freedom Furniture, Oz Design, etc.

There will be instances where a fixed business is NOT eligible to purchase BidSmart® beyond the suburb in which it is physically located (One suburb buy ONLY).

In this scenario, given the nature and location of the business, it is considered unlikely that the consumer would travel beyond their immediate suburb to visit a fixed business.

Examples may be as follows:

Milk bars, bakeries, Newsagencies, lottery agents, take away outlets, hairdressers, supermarkets, chemists, beauty salons, fruitier and greengrocers.

### **10.3 2. Business Visits Consumer**

Multiple suburb purchasing is relevant and based on their business coverage certain businesses (including those set out below) may link to:

- The suburb in which they are physically located; and
- Additional suburbs providing they service those suburbs purchased.

Business examples: trades people, home delivery, rubbish removal, mobile mechanics etc.

### **10.4 3. Dual Dynamics – Combination of (1 & 2 above)**

Businesses are able to purchase multiple suburbs where they have a physical presence in one locality but also visit/deliver to customers.

Multiple suburb purchasing is relevant and based on their business coverage, certain businesses (including those set out below) can link to:

- The suburb in which they are physically located; and
- Additional suburbs providing they service those suburbs.

Business examples are: Food outlets (Pizza, Chinese, etc) that offer delivery, auto part suppliers that deliver on site, car maintenance service that arrange pick up, etc.

### **10.5 4. Location Independent**

Location of business is generally unimportant and interface is via phone, fax, mail order or the business is an online e-commerce business.

For example: couriers, insurance companies, stock brokers, Novelty Message Services, Online Stores, etc.

The business can link to any suburb in Australia that suits its requirements, providing it services those suburbs linked to.

- 1) Onus is on the customer to ensure they service all suburbs purchased.
- 2) Upon renewal of a BidSmart® campaign where an customer has previously purchased multiple suburbs, customers are required to ensure they still service the suburbs purchased when they set up an additional or alter their existing campaign. Some BidSmart® customers may be required to decrease the number of suburbs purchased.

## 10.6 5. Nation Wide Customers

In the instance where an customer purchases national or metro coverage the business rules stated above must apply.

For example: If Video Ezy purchases metro coverage, this does not mean that they have linked to every metropolitan suburb.

As Video Ezy is a fixed business, the fixed business rules apply.

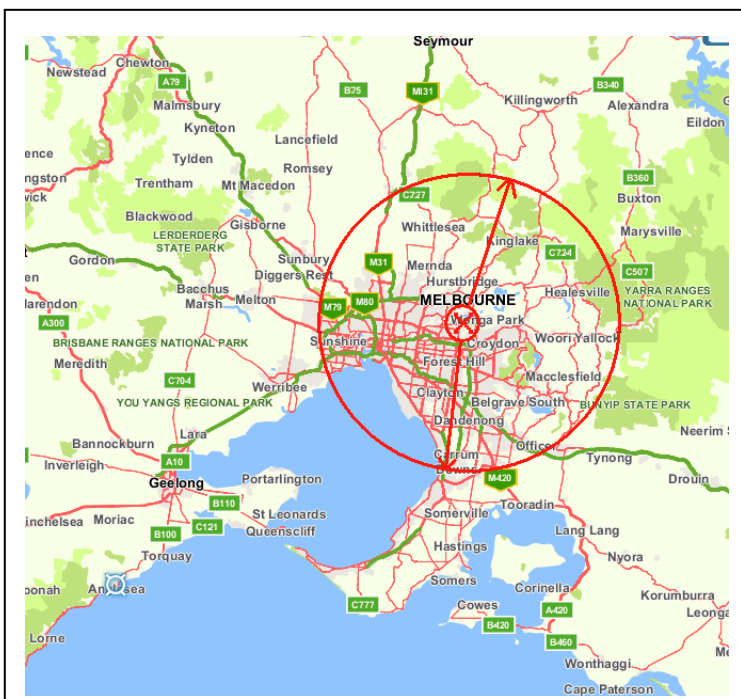
- Each Video Ezy outlet is entitled to purchase the suburb in which each store is physically located, and one level of adjacent suburbs where appropriate.

## 10.7 6. Fixed Businesses of a Specialty Nature

Where a BidSmart® customer operates from a fixed location but offers products where their consumers may travel longer distances to reach we can cater specifically to these businesses and allow a wider area of suburbs purchased.

For example, a Car parts specialist for unique or hard to find car parts would expect customers to travel to their business from a wide area. These speciality businesses may purchase suburbs over a larger area surrounding their business than for normal 'fixed' businesses.

The speciality fixed business criteria are met where a "normal consumer" would source products or services over a wide area to transact with this business.



Example. Specialty vintage car parts 'fixed business' based in Ringwood, Victoria may purchase other areas over Melbourne & Victoria. Appropriate suburbs linked to in the business type is subjective and based on the business type and/or business operations.