Pay-Per-Click Advertising Terms and Conditions
Rev. June / 2012

If you have ordered pay-per-click advertising, you agree to the Electronic Ads and Electronic Services Terms and Conditions and to the following additional terms and conditions:

1. The Pay-Per Click Program is a program whereby you may place a bid for advertising ("Pay-Per-Click Advertising") appearing on Program Sites (defined below) in response to searches or selections by or characteristics of end users.

2. You authorize us to place (and to arrange for third parties to place) Pay-Per-Click Advertising on our Electronic Platform, on other Program Sites we own, and on third party Program Sites, and designate us your agent to do so, and to allocate the Pay-Per-Click Advertising among Program Sites at our discretion. "Program Sites" means electronic sites and applications that are delivered to end users through any transport means and that meet our Pay-Per-Click Program criteria (which may change at any time without notice).

3. You acknowledge that the bidding rules and rate structures may vary by Program Site or package you purchase and may change at any time. For example, a minimum bid or a minimum monthly budget may be required. You may set a maximum amount beyond which your bid will not be automatically adjusted as part of the bidding process (the "Maximum Bid"); provided, however, that we may adjust your bid beyond the Maximum Bid if we determine that the adjustment is necessary (a) for you to spend your minimum monthly budget or (b) to account for the relative value of the Program Site on which the associated Pay-Per-Click Advertising is published. If you are in compliance with Section 8 below, we will notify you via email when we adjust your bid beyond the Maximum Bid.

4. We may modify the content of your Pay-Per-Click Advertising or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within, augment content, or add links to, your Ad content, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g. in different categories), we may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. We may optimize your advertising campaigns by adding relevant categories or keywords to your Pay-Per-Click Advertising.

5. If we are billing charges to your credit card, each time your charges for Pay-Per-Click Advertising reach a threshold amount we set prior to the end of the month, we may charge your credit card for the threshold amount. After the end of the month, we will charge credit card for any amounts incurred but not previously charged during the month.

6. WE DO NOT WARRANT (I) THE NUMBER OF CALLS, CLICKS, OR IMPRESSIONS TO BE GENERATED BY THE PAY-PER-CLICK ADVERTISING; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE PAY-PER-CLICK ADVERTISING WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR PAY-PER-CLICK ADVERTISING RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID PRICE IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF PAY-PER-CLICK ADVERTISING. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF PAY-PER-CLICK PROGRAM INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS, BIDS OF OTHER BIDDERS, AND CLICK COUNTS WILL NOT OCCUR IN "REAL TIME" AND WILL BE DELAYED DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN.

7. You represent and warrant that you have, and during the Term will continue to have, the absolute and unrestricted right to use as searchable text or "keywords" all words, phrases, logos, brands, products, services, affiliations, certifications, and all advertising copy and other information you submit or select in connection with your online business profile and/or Pay-Per-Click Advertising, all of which will be included within the term "Advertiser Content" for the purposes of the rights, licenses and authority you grant in the Marketing Services Agreement.

8. You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Marketing Services Agreement. We reserve the right to change the terms on which we provide the Pay-Per-Click Program and may change these terms and conditions by providing you notice via e-mail or by posting such changes online on Superpages.com or on Superpages Mobile. Your continued participation in the Pay-Per-Click Program following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the Pay-Per-Click Program at any time for any reason.

9. You agree to pay variable charges determined by multiplying the applicable bid as adjusted in accordance with these Additional Terms (the "Bid") by the number of times an end user clicks on the Pay-Per-Click Advertising appearing on a Program Site (that is accessed via the internet) based on that Bid (each, a "Click"), and by multiplying the applicable Bid by the number of impressions of the Pay-Per-Click Advertising appearing on a Program Site (that is accessed via non-internet electronic media) based on that Bid (each, an "Impression") (such charges being referred to collectively as the "Pay-Per-Click Charges"). You agree that the reports we provide will be the sole and definitive measure of the number of Clicks and Impressions.

10. For any month during which the Pay-Per-Click Charges are less than the minimum monthly charge we establish (the "Minimum Monthly Charge"), you agree to pay the Minimum Monthly Charge in lieu of the Pay-Per-Click Charges, even if the Pay-Per-Click Charges are zero. You agree to pay, in addition to the Pay-Per-Click Charges or the Minimum Monthly Charge, as applicable, such administrative charges associated with your Pay-Per-Click Advertising as we establish (the "Administrative Charges").

11. In accordance with the package you have purchased, you may set a monthly budget and we will limit the Clicks so that your charges will not exceed 110% of the monthly budget.

12. If you do not place or maintain a bid during a calendar month, your account will be considered inactive, but the Minimum Monthly Charge will continue to apply. If your account is inactive for more than one calendar month, we may cancel your Pay-Per-Click Advertising.

13. **You acknowledge that due to systems issues, the monthly rate appearing on your Marketing Services Agreement for Pay-Per-Click Advertising will be either zero or a different "placeholder" rate, and that the actual charges will be determined as described in these terms and conditions.**