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Attorneys for Pulaski & Middleman, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Pulaski & Middleman, LLC., individually and	}	Case No.:
on behalf of all others similarly situated,		<b>CLASS ACTION</b>
Plaintiff,		<b>COMPLAINT</b>
v.		<b>JURY TRIAL DEMANDED</b>
GOOGLE INC., a Delaware corporation,		
Defendant		

1 Plaintiff, Pulaski & Middleman, LLC, ("Pulaski") alleges, individually and on behalf of  
2 the Class described below, and upon information and belief, except as to allegations specifically  
3 pertaining to itself, which are based on personal knowledge, as follows:

#### 4 **SUMMARY OF CLAIMS**

5 1. This case is about Defendant Google's fraudulent, unfair and deceptive  
6 business practices in connection with its AdWords advertising program ("AdWords"). Pulaski  
7 brings this case both individually, and on behalf of a similarly situated Class, against Defendant  
8 Google, Inc. ("Google") for breach of contract, breach of duty of good faith and fair dealing,  
9 violations of Business Professions Code Sections 17200 and 17500 and unjust enrichment.

#### 10 **PARTIES**

11 2. Plaintiff, Pulaski & Middleman, LLC, is Texas limited liability company  
12 engaged in the practice of law. Pulaski's offices are located at 6800 West Loop South, Suite  
13 200, Bellaire, Texas 77401. During the relevant time set forth herein, Plaintiff contracted with  
14 Google to place advertisements through AdWords. Pulaski has contracted with Google and  
15 participated in the AdWords program since on or about May 6, 2006.

16 3. Defendant Google Inc. ("Google") is a publicly held corporation that was  
17 incorporated in California in September 1998 and reincorporated in Delaware in August 2003.  
18 Google's headquarters are located at 1600 Amphitheatre Parkway, Mountain View, California  
19 94043. Defendant Google's website is located at www.Google.com. In 2007, Google's total  
20 revenue was approximately 16.6 billion, 99% of which was derived from Internet based  
21 advertising services offered through AdWords.

#### 22 **JURISDICTION AND VENUE**

23 4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
24 §1332(d) in that this is a civil action filed under Federal Rule of Civil Procedure 23 and Plaintiff  
25 and other members of the Class are citizens of a state different from Google, the aggregate  
26 amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs, and there are more  
27 than 100 Class members 28 U.S.C. §1332(d)(2), (6).

5. Venue is proper in the Northern District of California Pursuant to 28 U.S.C. § 1391(a) in that: (1) Google resides in this judicial district; (2) a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this judicial district; and (3) Google is subject to jurisdiction in the Northern District of California.

6. No other forum would be more convenient for the parties and witnesses to litigate this action. Defendant Google is a resident of this judicial district and a substantial amount of the evidence and witnesses are located in this judicial district.

## **FACTS**

### **A. General Background**

7. Google is the world's single largest online marketing/advertising business in the world. According to Google: "There's no larger network for contextual advertising in the world." <https://adwords.google.com/select/afc.html>.

8. The "AdWords Advertising Program" ("AdWords") is Google's primary advertising program and the source of over 98% of its annual revenue. In 2004, 2005, 2006, and 2007 Defendant Google generated approximately 99% of its annual revenue from its AdWords advertisers.

9. Google's advertising network ("Google Network") reaches over 86% of Internet users worldwide. <http://adwords.google.com/support/bin/answer.py?answer=6119>. In attracting AdWords advertisers to contract for participation in AdWords, Defendant Google represents its "reach" as follows:

Country	Unique Reach
Germany	89%
Japan	86%
France	79%
United Kingdom	75%
United States	76%
Global	75%

Source: comScore Networks machine-based panel

<https://adwords.google.com/select/afc.html>

10. Pulaski and the Class are "Adwords advertisers" that have contracted with Google to participate in the AdWords advertising program and display their advertisements on the Google Network.

**B. Google Network**

11. The Google Network, also referred to as the Google AdSense Network, is the association of individuals/entities that collectively provide the internet locations where AdWords advertisements are displayed and monetized. The Google Network consists of: (1) Google; (2) Google Search Network participants (America Online, CompuServe, Netscape, AT&T Worldnet, EarthLink, Sympatico, and others); (3) Google Content Network participants (New York Post Online Edition, Mac Publishing (includes Macworld.com, JavaWorld, LinuxWorld), HowStuffWorks, and others); (4) Google Domain Network participants (Sedo.com, Oversee.net and others); and (5) Google AdSense Network participants.

12. The Google AdSense program pays participants for AdWords ads monetized on their sites. Google AdSense consists of the following different programs: AdSense for Content, AdSense for Search, AdSense for Mobile, AdSense for Video, AdSense for Domains, and AdSense for Errors.

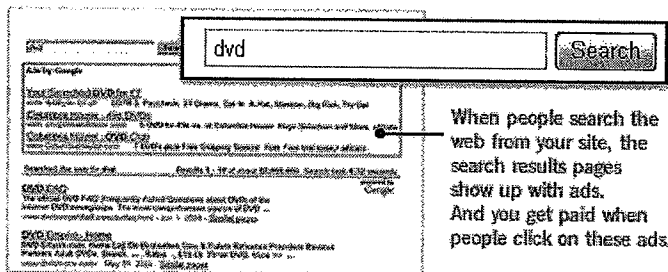
13. *AdSense For Content:* AdSense Network partners that contract with Google to allow AdWords Advertisements to be placed/displayed on content based webpages under their ownership, license, registration, and or other control. As explained by Google on its website: "The Google content network comprises hundreds of thousands of high-quality websites, news pages, and blogs that partner with Google to display targeted AdWords ads. When you choose to advertise on the content network, you can expand your marketing reach to targeted audiences--and potential customers--visiting these sites every day. There's no larger network for contextual advertising in the world." It includes, but is not limited to the following individuals/entities:



<https://adwords.google.com/select/arc.html>

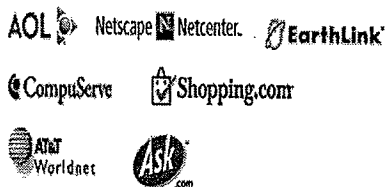
14. **AdSense for Search:** AdSense Network partners that contract with Google to place a Google search box on their websites to allow a website's users to perform search queries using keywords from a website they have visited. Based on the search query typed into the search box, Google will display Google search results along with related Adwords advertisements and Google shares the revenue with the site owner.

15. As Google states: "**AdSense for search** allows website publishers to provide Google web and site search to their visitors, and to earn money by displaying Google ads on the search results pages."



[https://www.google.com/adsense/login/en\\_US/?hl=en\\_US&sourceid=aso&subid=ww-en\\_US-et-ads-r3\\_b\\_top&medium=link&gsessionid=jjUuHkGH\\_dk](https://www.google.com/adsense/login/en_US/?hl=en_US&sourceid=aso&subid=ww-en_US-et-ads-r3_b_top&medium=link&gsessionid=jjUuHkGH_dk)

16. Defendant Google explains on its website, the: "(g)lobal search network which includes, but is not limited to, Google Product Search and Google Groups and the following entities:



<http://adwords.google.com/support/bin/answer.py?answer=6119>

17. This is how Google defines a "search":

### The Essentials of Google Search

Doing a search on Google [or a site in the Search Network] is easy. Simply type one or more search terms (the words or phrase that best describe the

1 information you want to find) into the search box and hit the 'Enter' key or click  
2 on the Google Search button.

3 The image shows a close-up of a Google search interface. On the left, there is a search input field containing the text 'Haw aii'. To the right of the input field is a button labeled 'Google Search'.

4  
5 In response, Google produces a results page: a list of web pages related to your  
6 search terms, with the most relevant page appearing first, then the next, and so  
7 on. <http://www.google.com/support/bin/static.py?page=searchguides.html&ctx=basis>

8 18. ***AdSense for Mobile:*** AdSense Network partners that contract with Google to  
9 allow AdWords Advertisements to be placed/displayed on mobile webpages under their  
10 ownership, license, registration, and or other control.

11 19. ***AdSense for Video:*** AdSense Network partners that contract with Google to  
12 allow AdWords Advertisements to be placed/displayed within video streams under their  
13 ownership, license, registration, and or other control.

14 20. ***AdSense for Domains:*** AdSense Network partners that contract with Google to  
15 allow AdWords Advertisements to be placed/displayed on parked domains entered into the  
16 address bar under their ownership, license, registration, and or other control, based on the  
17 meaning of the "domain names". Google explains on its website: AdSense for domains allows  
18 domain name registrars and large domain name holders to unlock the value in their parked page  
19 inventory. AdSense for domains delivers targeted, conceptually related advertisements to parked  
20 domain pages by using Google's semantic technology to analyze and understand the meaning of  
21 the domain names. Our program uses ads from the Google AdWords network, which is  
22 comprised of thousands of advertisers worldwide and is growing larger everyday. Google  
23 AdSense for domains targets web sites in over 25 languages, and has fully localized  
24 segmentation technology in over 10 languages. <http://www.google.com/domainpark/index.html>

25 21. ***AdSense for Errors:*** AdSense for Errors program serves AdWords  
26 Advertisements when an internet user enters an unregistered URL or search query in their  
27 browser's address bar.  
28

### C. Google AdWords Program

22. The Google AdWords program, launched in 2000, is Google's primary advertising program. It offers participants an opportunity to place advertisements through Google's expansive network that reaches up to 86% of worldwide Internet users.

23. AdWords advertisements appear throughout the Google Network alongside or above search results, on web pages, in e-mail, blogs, in video, and/or otherwise on Google or the Google Network (collectively referred to herein as "Advertising Properties").

24. AdWords advertisements are offered in a variety of formats including, but not limited to, text ads, image ads (banner ads), flash ads, and video ads.

25. Google states that advertisements are displayed throughout the Google Network based on factors such as: how much an advertiser bids, the quality of the advertiser's ad, and how many other people want to bid on a particular keyword.

26. AdWords ads can be displayed on the: (1) Search Network and/or (2) Content Network.

27. Search Network Ads are targeted and displayed based on a user's exact search query terms and keywords. Content Network Ads are targeted and displayed based on content themes.

28. Google defines its "Content Network" as follows:

The Google content network comprises hundreds of thousands of high-quality websites, news pages, and blogs that partner with Google to display targeted AdWords ads. When you choose to advertise on the content network, you can expand your marketing reach to targeted audiences--and potential customers--visiting these sites every day. There's no larger network for contextual advertising in the world.

WHAT YOU NEED  
TO KNOW  
**About**



Reed Business howstuffworks.com

**LYCOS**



**The New York Times**

**InfoSpace**

**business.com**

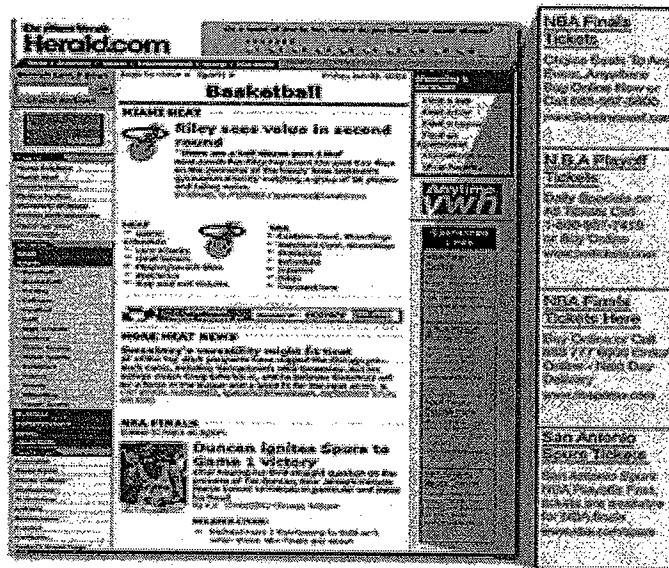
As an AdWords advertiser, you can hand-pick sites from the content network or simply let Google's proven ad targeting display your ads on the website pages most relevant to your products and services.

<https://adwords.google.com/select/afc.html>

29. Google, at <https://adwords.google.com/support/bin/answer.py?answer=6119&topic=82>, provides the following representations about, and example of, ad placement on the content network:

#### Ads on the content network

AdWords ads on content sites are targeted to the content and URL of each page. In the screenshot below you can see how the ads are displayed on a content page and that the ads are directly relevant to the content of the page.



30. Google partners participating in the AdSense program are required to adhere to the following policies. "No Google ad may be placed on any non-content-based pages." In addition, no Google ad is allowed to be placed on web pages generated "specifically for the purpose of showing ads, whether or not the page content is relevant."

<https://www.google.com/adsense/support/bin/answer.py?answer=48182&sourceid=aso&subid=ww-ww-et-asui&medium=link>

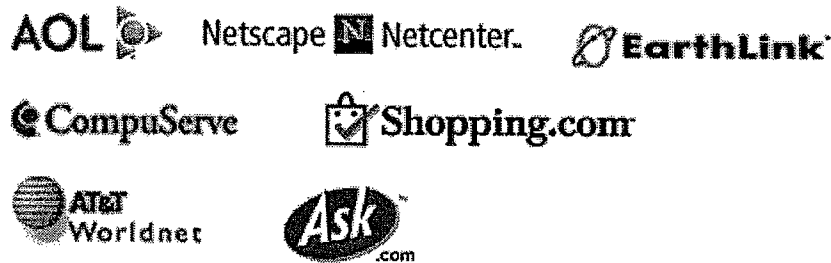
31. Google states the following about the "Search Network":

#### The search network

Your ads may appear alongside or above search results, as part of a results page as a user navigates through a site's directory, or on other relevant search



pages. Our global search network includes Google Product Search and Google Groups and the following entities:



<https://adwords.google.com/support/bin/answer.py?answer=6119>

32. Regarding the Search Network, Google tells advertisers: “Ads are targeted based on a user's search terms. For example, if you search for 'Italian coffee' on Google, you'll see related coffee ads next to the search results.”

<http://adwords.google.com/support/bin/answer.py?hl=en&answer=6104>

33. All new keyword campaigns are automatically included into both the Search and Content networks.

34. An AdWords advertiser can exclude an ad campaign from the Search and/or Content Networks, however until May 2008, there was no way to categorically exclude “parked sites” or AdSense for Errors pages from a campaign.

35. In fact, until May 2008, Google actively concealed the identity of parked pages and error pages that displayed AdWords advertisements.

#### **D. Inclusion of Low –Quality Parked Domains and Error Pages in the Google Networks**

36. Google includes millions of low-quality parked/undeveloped websites (“sham sites”) in the Google Search and Content Networks, despite the fact that said sites do not contain any content and are not search sites.

37. Until May 2008, Google actively concealed the monetization, with AdWords advertisements, of low-quality, parked and error pages.

38. Google includes web pages displayed through the AdWords for Errors program in the “Content Network,” despite the fact that the pages contain no content. Google displays

AdWords ads on its AdSense for Errors web pages when an Internet user enters an unregistered URL in their browser's address bar.

39. AdWords advertisers in the Google "Content Network" may have their ads displayed not only on "content sites," but also on parked/non-content sites, AdSense for Domains, and AdSense for Error pages.

40. AdWords advertisers in the Google "Search Network" may have their ads displayed not only on "search sites," but also on parked/non-content sites and AdSense for Domains pages, where someone only typed in a domain name into the address bar and/or no search query from a search box occurred.

41. Google intentionally includes the low-quality parked/undeveloped sites, Google AdSense for domains and error pages in the Google Search and Content Networks in order to inflate its reported search statistics, as well as to maximize revenue from internet traffic by providing substantially more advertising venues (Internet locations) and more billed "clicks" or "impressions" for AdWords advertisements.

42. Google actively misleads AdWords advertisers and otherwise conceals the fact that many of its AdWords advertisements appear on low-quality parked/non-content sites and Error pages, by among other things:

a. Repeatedly affirmatively representing on its website, and in other communications, that AdWords advertisements appear on "High-quality" sites;

b. Failing to reference the AdSense for Domains and AdSense for Errors pages in its definition of the Google Network or on the main AdSense Pages;

c. Until May 2008, failing to provide any specific identification of low-quality, parked/non-content, AdSense for Domains and Error pages in its Content Network performance reports;

d. Even through the present, failing to identify the specific parked/undeveloped and other AdSense for Domains sites monetized through its "Search Network" on its AdWords advertisers' performance reports;

1 e. After it commenced reporting in May 2008, Google recharacterized many of the  
2 parked/undeveloped sites and AdSense for Domains pages as "Search Network" sites to avoid  
3 specifically reporting monetization of those sites and further conceal their conduct from  
4 AdWords advertisers;

5 f. Misrepresenting to AdWords advertisers the real reason that parked/undeveloped  
6 sites and AdSense for Domains have equal or better click through rates than traditional content  
7 and search sites. Google fails to disclose such pages and only shows ads on the  
8 parked/undeveloped sites. In doing this, Google violates its own terms and conditions of how  
9 ads can be displayed on the Search and Content Networks, further misleading advertisers;

10 g. Knowingly provided AdWords advertisers false definitions of the AdSense for  
11 Domains Network, and misrepresented to advertisers what the AdSense for Domains Network  
12 consists of and how an internet user gets to a parked page in the AdSense for Domains Network.

13 h. Otherwise making affirmative misrepresentations, fraudulent statements, and  
14 omissions of material fact to AdWords advertisers and the general public regarding the AdWords  
15 and AdSense programs.

16 43. Google induces advertiser participation in AdWords by emphasizing the "high-  
17 quality" of sites on which AdWords ads will be placed, and intentionally concealed and omitted  
18 Google's practice of placing ads on low-quality parked AdSense for Domains sites or on  
19 AdSense for Errors sites, as well as on sites that it knows violates cybersquatting, trademark,  
20 copyright, and other intellectual property laws.

21 44. Google's AdWords website, which potential customers view before clicking the  
22 "Start Now" button to sign up for the program, includes the following statement:

23  
24 Expand your reach through the content network with hundreds of thousands of  
25 high-quality websites, news pages, and blogs that partner with Google to display  
26 AdWords ads, the Google content network can reach users all over the web to  
27 help you drive conversions. Choose from text, image, and video formats to  
28 communicate your message.

1           45.     Google intends to and has affirmatively mislead AdWords advertisers, and  
2 otherwise omitted material facts, regarding the composition of the Content and Search networks.

3           46.     Google makes numerous affirmative representations and promises, to AdWords  
4 advertisers about participation in the AdWords program, including but not limited to the  
5 following:

6           a.     By advertising on sites in the Google "Content Network": "Your ads appear on  
7 sites that are highly relevant to your products and services. As a result, you're already aligned  
8 with the interests of people visiting those sites."

9 <https://adwords.google.com/select/afc/cycle.html>

10          b.     All web sites and products are reviewed and monitored according to Google's  
11 rigorous standards, so as the network grows, your AdWords ads will continue to appear only on  
12 high quality sites and products.

13 [https://adwords.google.com/support/bin/answer.py?answer=6104&query=Google+Network&top](https://adwords.google.com/support/bin/answer.py?answer=6104&query=Google+Network&topic=&type=f&%20onclick=)  
14 [ic=&type=f&%20onclick=](https://adwords.google.com/support/bin/answer.py?answer=6104&query=Google+Network&topic=&type=f&%20onclick=) Similarly, Google states: "To ensure overall quality, all sites are  
15 carefully reviewed before being allowed in the Google Network."

16 <http://adwords.google.com/support/bin/answer.py?hl=en&answer=6104>

17          c.     Google represents that a number of "tools" offer automated optimization of an  
18 Adwords ad campaign and will save the AdWords advertiser money, including but not limited  
19 to: AdWords Budget Optimizer, Site exclusion tool, performance reporting tools  
20 contextual targeting tools, and AdWords Discounter.

21           47.     Google, despite its representations to AdWords advertisers, uses its automated  
22 tools to maximize its own revenue and for its own financial gain. Google misleads AdWords  
23 advertisers to utilize the tools with false promises that the tools will benefit the Adwords  
24 Advertiser.

25           48.     For example, Google offers the "AdWords Budget Optimizer" tool that  
26 promises to get AdWords advertisers the most clicks for their advertising dollars. In fact,  
27 Google uses that tool to maximize its own revenue by displaying AdWords ads on many low-  
28 quality sites that generate costly low-quality clicks, such as AdSense for Domains pages.

**E. Monetization of AdWords Advertisements**

49. Google generates money when it “monetizes” AdWords advertisements by displaying them throughout the Google Network and then charging AdWords advertisers through one of its two primary pricing regimes: Cost Per Click (“CPC”) and Cost per Thousand Impressions (“CPM”).

50. Google generates revenue under the CPC regime when:

- a. Google displays the AdWords advertisement on the Google Network;
- b. An Internet user “clicks” on the advertisement; and
- c. Google charges the corresponding AdWords advertiser a “click fee.”

51. Google generates revenue under the CPM regime by charging advertisers a flat rate based on display of impressions, regardless of whether an Internet user “clicks” on any impression.

52. Under the CPC pricing regime, Google places ads through the Google Network and the AdWords advertiser is charged “per click,” each time an ad is clicked.

53. Under the CPM pricing regime, an Advertiser pays Google a set fee per 1000 impressions displayed.

54. CPC or CPM pricing is available on placement targeted ads. Only CPC pricing is offered for contextually targeted ads.

55. CPC advertisements are displayed when an Internet user enters search terms into the Google Search engine. The order in which the AdWords advertisements appear depends on the amount of the bid and the “quality score” of all ads shown for a given search.

56. AdWords advertisers can choose to pay a different price when ads appears on the content network versus when it appears on Google or a Google search network site (“content bidding”).

57. Google represents to AdWords advertisers that the “AdWords smart pricing feature” will optimize their advertising dollars, because it: “(w)ill adjust the cost of your content network click based on the content network site's relevance to your own site. For example, if our data shows that a particular click from a content network page is less likely to turn into a sale,

1 registration, or other desired behavior, we'll automatically reduce the price you pay for that  
2 click." <https://adwords.google.com/select/afc/pricing.html>

3 58. AdWords advertisers can set a maximum price that they are willing to pay per  
4 click, a maximum daily budget, and/or use the "AdWords Budget Optimizer" that Google  
5 promises will "(t)ry and find you the most clicks possible within your budget."

6 59. Google represents that it is always actively working for AdWords advertisers to  
7 get them the lowest advertising rates, with tools such as the "AdWords Discounter" which  
8 Google affirmatively represents "(a)utomatically reduces the actual cost-per-click (or CPC) you  
9 pay to the lowest cost needed to maintain your ad's position. The AdWords Discounter keeps  
10 working no matter which method of display or bidding you choose."

11 <https://adwords.google.com/support/bin/answer.py?answer=6084&topic=115>

12 60. Aggregate paid clicks on Google Network sites increased by 65% from year-  
13 end 2005 through year end 2006 (*See* 2006 Google 10K at 43).

#### 14 **F. AdWords Contracts, Guidelines, and Policies**

15 61. In order to participate in AdWords, advertisers must electronically accept the  
16 following contracts: <https://adwords.google.com/select/tsandcsfinder>. ("AdWords Contract")  
17 and <http://www.google.com/accounts/TOS> ("Google Universal Contract"), as well as all  
18 general and Google policies, procedures and regulations such as: Editorial Guidelines  
19 ([adwords.google.com/select/guidelines.html](https://adwords.google.com/select/guidelines.html)), Google Privacy Policy  
20 ([www.google.com/privacy.html](http://www.google.com/privacy.html)) and Trademark Guidelines  
21 ([www.google.com/permissions/guidelines.html](http://www.google.com/permissions/guidelines.html)), and Google and Partner ad specification  
22 requirements (collectively, "**Policies**"). Pulaski and each member of the Class has entered into  
23 said contracts with Google. *See AdWords Contracts, attached hereto as Exhibit "A."*

24 62. Google is contractually obligated to act in good faith and deal fairly with  
25 AdWords advertisers.

26 63. Google is further obligated to act in good faith and deal fairly with AdWords  
27 advertisers in implementing and enforcing its self proscribed policies and guidelines.  
28

1           64. Google is obligated to discharge its contractual obligations without violating  
2 California, United States, and International cybersquatting, typosquatting, cyberpiracy,  
3 trademark, copyright, and other intellectual property laws.

4           65. Google controls the Internet advertising market through restrictive agreements  
5 with many of its Google Network participants that forbid those participants from displaying any  
6 advertisements on their sites other than Google advertisements. Therefore, in order to gain  
7 access to millions of Internet advertising properties, Pulaski and the Class were left with no  
8 choice but to contract with Google for participation in the Google AdWords advertising program.

9           66. Google requires, as a condition for participation in the AdWords advertising  
10 program, and to gain access to the Google Network properties that purportedly reaches 86% + of  
11 world-wide internet users, that AdWords advertisers consent to and enter into electronic  
12 contracts with Google that are displayed on Google's website.

13           67. AdWords advertisers are required to agree to comply with Google's rules,  
14 regulations, guidelines, and other policies. In fact, several of the policies are explicitly  
15 incorporated into the contracts.

16           68. Pulaski and the Class have all entered into the same standard contracts with  
17 Defendant Google, as a condition of participation in Google's AdWords advertising program.  
18 Pulaski and the Class are subject to the same, standard written policies, procedures, and  
19 guidelines published by Google on its website.

20           69. Google unilaterally drafts all contracts, policies, procedures, and guidelines  
21 governing the relationship between Google and AdWords advertisers, as well as any and all  
22 amendments and modifications.

23           70. Google places all AdWords advertisements on the Google Network.

24           71. Pursuant to ¶2 of the Google Inc. Advertising Program Terms:

25           "Google Customer understands and agrees that ads may be placed on (y) any  
26 content or property provided by Google ("**Google Property**"), and, unless  
27 Customer opts out of such placement in the manner specified by Google, (z) any  
28 other content or property provided by a third party ("**Partner**") upon which  
Google places ads ("**Partner Property**"). Customer authorizes and consents to  
all such placements."

1           72.     Google is obligated pursuant to the terms of ¶2, to act in good faith and deal  
2 fairly with Google AdWords advertisers in discharging the placement of AdWords  
3 Advertisements.

4           73.     Specifically, Google has an obligation to display advertisements on legitimate  
5 sites that Google and/or its “partners” are legally entitled to utilize and monetize.

6           74.     Google breaches its contractual obligations to Pulaski and the Class when it  
7 displays and/or charges them for their AdWords advertisements displayed on sites that Google is  
8 not legally entitled to use, sites that violate trademark law, sites that violate cybersquatting law,  
9 sites that violate cyberpiracy laws, sites that violate copyright laws, and sites that violate other  
10 California, United States and/or International laws.

11          75.     Google breaches its contractual obligations to Pulaski and the Class when it  
12 displays and/or charges them for their AdWords advertisements displayed on sites that violate  
13 Google’s own written and published guidelines, policies, and rules.

14          76.     Google breaches its contractual obligations to Pulaski and the Class when it  
15 overcharges them for AdWords advertisements.

16          77.     Google breaches its contractual obligations to Pulaski and the Class when it  
17 includes millions of low-quality sites and Error pages in its “Content” and “Search” Networks.

18          78.     Google breaches its contractual obligations to Pulaski and the Class when it  
19 utilizes its tools and technologies for their own pecuniary gain and to the detriment of Pulaski  
20 and the Class, while inducing Pulaski and the Class to utilize those tools with false  
21 representations that the tools will optimize/maximize the value of their participation in  
22 AdWords.

23          79.     Google knowingly and intentionally displays, and charges Pulaski and the  
24 Class, for AdWords advertisements on:

- 25               a.     Low-quality parked/non-content sites and Error pages;  
26               b.     Sites that it “knows” violates cybersquatting, typosquatting, cyberpiracy,  
27 trademark, copyright and other intellectual property laws;  
28



c. Sites that it knows violates Google's own written and published policies, guidelines, and rules, such as gambling sites and pornography related sites;

d. Sites that it knows it is not legally entitled to use; and

e. Sites that neither itself nor its partners are legally entitled to use or monetize, and in fact whose use is in violation of United States and International cybersquatting, trademark, copyright and other laws ("illegal sites").

**G. Google Representations, Promises, and Communications**

80. Google makes specific affirmative written representations and promises to Plaintiff, the putative Class, and the general public which are located on its website, [www.google.com](http://www.google.com), as well as, specifically contained in the following documents:

Google's Universal Terms of Service	<a href="http://www.google.com/accounts/TOS">http://www.google.com/accounts/TOS</a>
Google's Copyright and Trademark policies	<a href="http://www.google.com/tm_complaint.html">http://www.google.com/tm_complaint.html</a> . <a href="http://www.google.com/dmca.html">http://www.google.com/dmca.html</a> .
Google AdSense™ Online Standard Terms and Conditions	<a href="https://www.google.com/adsense/localized-terms">https://www.google.com/adsense/localized-terms</a>
Google AdSense Program Policies	<a href="https://www.google.com/adsense/support/bin/answer.py?answer=48182">https://www.google.com/adsense/support/bin/answer.py?answer=48182</a>
Google Webmaster Guidelines	<a href="http://www.google.com/webmasters/guidelines.html">http://www.google.com/webmasters/guidelines.html</a> .
Google Landing Page and Site Quality Guidelines	<a href="https://adwords.google.com/support/bin/answer.py?answer=46675&amp;hl=en">https://adwords.google.com/support/bin/answer.py?answer=46675&amp;hl=en</a>
AdSense For Video Program Policies	<a href="https://www.google.com/AdSense/support/bin/answer.py?answer=73987">https://www.google.com/AdSense/support/bin/answer.py?answer=73987</a>
AdSense for Mobile Content Program Policies	<a href="https://www.google.com/AdSense/support/bin/answer.py?answer=71600">https://www.google.com/AdSense/support/bin/answer.py?answer=71600</a>

81. Google knowingly and intentionally uses the written representations to induce AdWords advertisers to contract with Google for participation in the AdWords advertising program. Google intends Plaintiff, the Class, and the public to rely upon and act in reliance upon its representations on [www.google.com](http://www.google.com) and other publicly available documents and

1 communications. Plaintiff and the Class reasonably expect Google to act in accordance with  
2 these representations.

3 82. Google knows that its website, and other public communications are false,  
4 misleading, and/or omit material facts and information.

5 83. Google intentionally and knowingly continuously violates its written policies,  
6 guidelines, policies and rules in operating the AdWords and AdSense programs. It does so for its  
7 own ill-gotten commercial gain, in ways such as but not limited to:

8 a. Intentionally displays and charges Plaintiff and the Class for “clicks” on  
9 advertisements placed on websites that violate Google’s written contracts, guidelines, policies,  
10 and public representations, such as sites generated solely for the purpose of displaying AdWords  
11 Advertisements and sites violating trademark and copyright law.

12 b. Intentionally displaying and charging Plaintiff and the Class for “clicks” on  
13 advertisements placed on low-quality and undisclosed websites participating in the AdSense for  
14 Domains and Adsense for Errors programs;

15 c. Overcharging Plaintiff and the Class for advertising through the AdWords  
16 program;

17 d. Intentionally hijacking and diverting Plaintiff and the Class Member’s legitimate  
18 internet traffic to sham infringement websites, and then requiring Plaintiff and the Class to pay  
19 “click” ransoms to get their own internet traffic back. For example, a user intending to visit the  
20 retailer Target’s legitimate website might mistype it as “www.wwwtarget.com.” At the “www”  
21 infringing site, the internet user sees a list of ads provided by Google, including an ad for the  
22 legitimate Target site. If the user clicks the legitimate Target ad, the user is taken to the true  
23 Target website, but Target has to pay a “ransom” in the form of a “PPC” click fee in order to get  
24 their intended internet traffic back from Google;

25 e. Displaying, and charging for, AdWords advertisements in spyware programs; and

26 f. Failing to utilize targeting technology to ensure that AdWords ads are “highly  
27 targeted,” but rather placing and displaying AdWords ads in a random fashion.  
28

1           84.     Without their knowledge or consent, advertisers who joined Google's AdWords  
2 program have had their ads placed on pages contained in AdSense for Domains, or parked sites,  
3 and AdSense for Errors, or error pages. The quality of these sites as an advertising medium is  
4 substantially lower than sites on the rest of Google's network, and many of the sites directly  
5 violate United States and International trademark, copyright, and other intellectual property laws.

6           85.     For example, Google routinely and intentionally charges Plaintiff and Class  
7 members for clicks on advertisements improperly displayed on parked domains that infringe  
8 distinctive and valuable marks, for example "www" , "http" and "com.com" domains, such as:

9 bedbathandbeyondcom.com; chevycom.com; chryslercom.com; cocacolacom.com;  
10 discovercreditcardcom.com; disneylandcom.com; disneyworldcom.com;  
11 ebaumsworldcom.com; espncom.com; fordmotorscom.com; geicocom.com;  
12 homedepotcom.com; ibmcom.com; ikeacom.com; jetbluecom.com; jcpennycom.com;  
13 kohlscom.com; kmartcom.com; mcdonaldscom.com; musiciansfriendcom.com;  
14 nascarcom.com; oldnavycom.com; pizzahutcom.com; randcom.com; saabcom.com;  
15 scottrade.com; travelocitycom.com; usairwayscom.com; volkswagencom.com;  
16 xangacom.com. httpaarp.com, httpabc.com; httpabcgames.com; httpabckids.com;  
17 httpabcnews.com; httpamericanexpress.com; httpamsouthbank.com; httpautotrader.com;  
18 httpbankofamerica.com; httpbellsouth.com; httpbestbuy.com; httpblackplanet.com;  
19 httpbordersbooks.com; httpbratz.com; httpcareerbuilder.com; httpcapitalone.com;  
20 httpcapitolone.com; httpcarmax.com; httpcartoonnetwork.com; httpcartoonnetwork.com;  
21 httpcartoonnetwork.com; httpchevrolet.com; httpchevy.com; httpcircuitcity.com;  
22 httpcisco.com; httpciti.com; httpcitibank.com; httpciticard.com and httpciticards.com.  
23 "WWWAMERICANAERLINES.COM";  
24 "WWWAMERICANAIRLINESARENA.COM";  
25 "WWWAMERICANANIAGARA.COM"; "WWWAMERICANARLINES.COM";  
26 WWWAMERICANCRAFTSMANWIN.COM"; "WWWAMERICANCURVES.COM";  
27 "WWWAMERICANFUND.COM"; "WWWAMERICANFUNDS.COM";  
28 "WWWAMERICANGREEETING.COM"; "WWWAMERICANHEARTASSO

CIATION.COM"; "WWWAMERICANHOMEPARTNERS.COM";  
"WWWAMERICANMEADOWS.COM"; "WWWAMERICANTRANSAIR.COM";  
"WWWAMERICASFIRSTHOME.NET"; "WWWAMERIJET.COM";  
"WWWAMIGOSADVENTISTAS.ORG"; "WWWAMIN.ORG"; "WWWAMITI.COM";  
"WWWAMORPOSTALES.COM"; "WWWAMOUR.COM";  
"WWWAMROKHALED.COM"; "WWWAMTRACT.COM";  
"WWWAMWAYINDIA.COM", "WWWANALOG.COM"; "WWWAND.COM";  
"WWWANGELPIN.NET"; "WWWANGONOTICIAS.COM".

86. Google includes millions of parked domains and error pages that have little to no content, and that result in practically zero conversions, in both its Content Network and its Search Network.

87. Given the illegality and/or low quality of these parked domain and error page sites, Plaintiff and the Class would not agree to spend their advertising budgets on these distribution networks. However, Google designed its network in such a way that it was impossible to opt out of the AdSense for Domains and/or AdSense for Errors programs.

88. Even after providing limited ability to opt-out of the AdSense for Domains and AdSense for Errors programs, Google still continues to conceal from the Plaintiff and the Class that those networks contain millions of illegal sites that infringe trademark, copyrights and intellectual property laws.

89. Google's practice of including parked domains within the Search Network is misleading, since no actual searches are performed on these pages. Likewise, Google's practice of including parked domains and error pages within the Content Network is also misleading, since most of these sites include little or no content.

90. Google violates its promise and duty to not place ads in pernicious spyware programs. Google has done just that, and has charged AdWords advertisers for every click made on spyware pop-up ads.

1 91. Google also represented that its advertisement would be “highly targeted.”  
2 When, in fact, Google enters into syndication agreements with companies that show random ads  
3 that are the opposite of “highly targeted.”

4 92. Google has otherwise acted unfairly, in bad faith, and in a manner that is  
5 directly contrary to the interests of AdWords advertisers, and in its own pecuniary interest, in  
6 discharging its duties and obligations to AdWords advertisers.

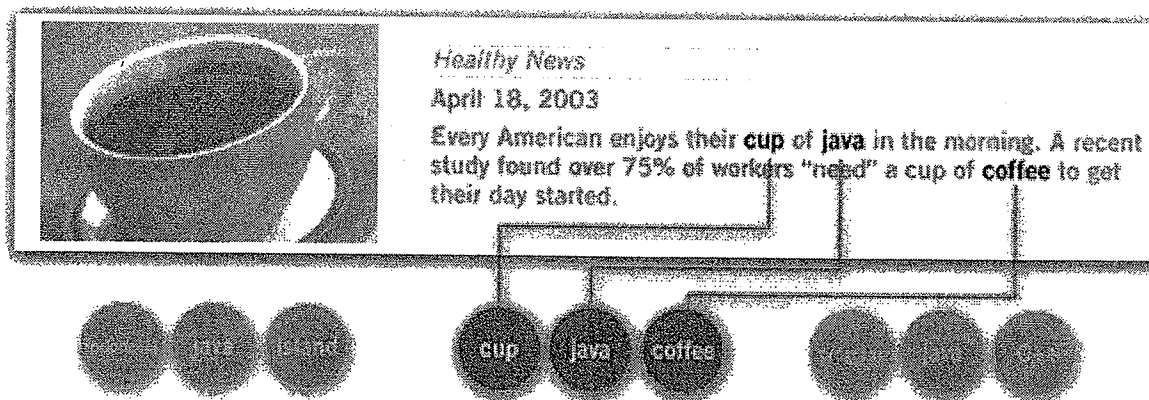
#### 7 **H. Contextual Targeting Technology**

8 93. Google promises AdWords advertisers that it has sophisticated “Contextual  
9 Targeting Tehchnology” that: “(c)an automatically match your ads to webpages in our content  
10 network that are most relevant to your business. For example, an ad for a digital camera may  
11 show up next to an article reviewing the latest digital cameras.”

12 <https://adwords.google.com/select/Login>.

13 94. Google provides the following explanation and example of how “contextual  
14 targeting” technology is used to maximize an AdWords ad placement:  
15 Google continually scans the millions of pages from the content network to look for relevant  
16 matches with your keywords and other campaign data. When we find a match, your ad becomes  
17 eligible to run on that page. Google's extensive web search and linguistic processing technology  
18 can decipher the meaning of virtually any content network page to ensure we're showing the  
19 most relevant ads.

20 Consider the following example:



If you have a page about Java the coffee, our technology knows that it's not about Java the programming language. And you get ads about coffee.

1           98.     The site exclusion tool still does not provide a mechanism by which AdWords  
2 advertisers can "exclude" illegal sites from a campaign, such as those that infringe trademarks,  
3 copyrights, and other intellectual property laws.

4           99.     The site exclusion tool still does not provide a mechanism by which AdWords  
5 advertisers can "exclude" sites and pages that fail to meet Google's published guidelines,  
6 policies, and procedures (i.e., gambling sites, pornography sites, etc.).

7 **J.     Performance Reporting**

8           100.    On Google's AdWords promotional/marketing pages, which are shown to  
9 prospective customers prior to signing up for AdWords, Google states the following under  
10 "Reach More Customers":

11           Measure and optimize your results With the Placement Performance Report, you have  
12 visibility into where all your ads appear. Review your ad's performance on a site-by-site  
13 basis to see impression, click, cost, and conversion data, and use this data to identify  
14 well-performing sites to target more aggressively and low-value placements that require  
15 content optimization or exclusion.

16 <https://adwords.google.com/select/Login>

17           101.    Google's Placement Performance Reports provide limited information only on  
18 sites included in Google's Content Network. No such reports have ever been available for  
19 Google's Search Network.

20           102.    Google does not automatically provide these reports to its AdWords customers.  
21 Rather, the reports are generated only for AdWords advertisers that locate the appropriate page  
22 on Google's website and have the report generated.

23           103.    In June 2007, Google first began offering limited data on the placement of  
24 AdWords ads on parked and error pages. However, until May 2008, the reports did not provide a  
25 specific (site-by-site) list of the parked and error pages where an ad appeared, rather the report  
26 simply aggregated the data into two lump-sum line items, called "Domain ads" and "Error page  
27 ads."  
28

1           104. At no time prior to June 12, 2007, did Google ever disclose to AdWords  
2 advertisers that low-quality parked domain and error pages were included in both its Content and  
3 Search Networks.

4           105. Without a site-by-site listing of which parked domains and error pages their ad  
5 was placed on, advertisers could not adjust their advertising budgets on these sites. Nor could  
6 they exclude some or all parked domains and error pages from receiving ad placement. By  
7 aggregating this information, Google effectively prohibited advertisers from utilizing means of  
8 opting out of domain or error page ads using the AdWords interface.

9           106. In response to complaints by advertisers, on May 2, 2008, Google posted a  
10 message titled "Where did I park?" on its AdWords Agency Blog announcing that it had finally  
11 changed the policy and was providing site-by site data for parked domains.

12           107. Katharine Allan of Google's Agency Team wrote: "We recently added a new  
13 level of detail to Placement Performance reports to answer this question. Placement Performance  
14 reports give site-by-site performance metrics for the sites where your ads appeared within  
15 Google's content network. Now, rather than seeing one consolidated entry for all parked domains  
16 in your reports, you'll see separate rows displaying performance statistics for individual parked  
17 domains."

18           108. Prior to May 2, 2008, Google completely failed to disclose domain names, IP  
19 addresses, and associated performance data of parked domain and error pages included in its  
20 Content Network. Google has never, and still does not disclose this data for parked domain and  
21 error pages included in its Search Network.

22           109. Google's conduct, as alleged herein, has injured the general public and  
23 contravene well-established public policy.

24           110. Google's conduct, as alleged herein, has distorted the Internet search system for  
25 public Internet users and has made it more difficult and time-consuming for Internet users to  
26 locate legitimate websites on the Internet, as they are repeatedly diverted through parked  
27 advertising pages that simply provide Google with "click" revenue.

111. As a direct and proximate result of Defendant's conduct alleged herein, Plaintiff and the Class were and continue to be unlawfully charged for services that Defendant did not provide or that Plaintiffs and the Class did not agree to pay for.

112. As a direct and proximate result of Defendant's conduct alleged herein, Plaintiff and the Class were and continue to be charged grossly inflated amounts for advertising through the AdWords program.

113. As a direct and proximate result of the inclusion of illegal and low-quality sites in the Google Network, Pulaski and the Class paid more for advertising and the cost of participation in the AdWords program.

114. As a direct and proximate result of Defendant's conduct alleged herein, Pulaski and the Class have otherwise suffered injury and damage to their business and property.

#### **CLASS ALLEGATIONS**

115. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23(c) and (b)(3) on behalf of himself and the following Class ("the Class"):

All persons or entities located within the United States who, within four years preceding the filing of this Complaint, contracted for and participated in Google's AdWords program.

116. Excluded from the Class are governmental entities, Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns.

117. Also excluded from the Class are any judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff.

118. Upon information and belief, Plaintiff alleges that the total number of Class members is at least in the hundreds of thousands and that the members of the Class are geographically dispersed across the United States. Consequently, joinder of the individual Class members would be impracticable.

119. There are many questions of law and fact common to the representative Plaintiff and the proposed Class, and those questions substantially predominate over any



1 individualized questions that may affect individual Class members. Common questions of fact  
2 and law include, but are not limited to, the following:

- 3 • Whether Google's representations regarding AdWords were false or misleading;
- 4 • Whether Google's breached its Contracts with Plaintiff and the Class;
- 5 • Whether Google, in violation of applicable law and its own stated policy, charged
- 6 Plaintiff and the members of the Class for ads that were placed on parked domain and
- 7 error page websites;
- 8 • Whether Google engaged in unfair, unlawful and/or deceptive business practices;
- 9 • Whether Google failed to disclose material facts about its AdWords program; and
- 10 • Whether or not Plaintiff and the members of the Class have been damaged by the
- 11 wrongs complained of herein, and if so, the measure of those damages and the nature
- 12 and extent of other relief that should be provided.

13  
14 120. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff  
15 and all Class members have been similarly affected by Defendant's common course of conduct.

16 121. Plaintiff will fairly and adequately represent and protect the interests of the  
17 Class. Plaintiff has retained counsel with substantial experience in prosecuting complex and  
18 Class action litigation. Plaintiff and his counsel are committed to vigorously prosecuting this  
19 action on behalf of the Class. Neither Plaintiff nor his counsel has any interests adverse to those  
20 of the proposed Class.

21 122. Plaintiff and the members of the Class have suffered, and will continue to  
22 suffer, as a result of Defendant's unlawful and wrongful conduct. A Class action is superior to  
23 other available methods for the fair and efficient adjudication of the present controversy, because  
24 joinder of all members of the Class would be impractical.

25 123. Even if individual Class members had the resources to pursue individual  
26 litigation, it would be unduly burdensome to the courts in which the individual litigation would  
27 proceed. Individual litigation would cause delay and undue expense to all parties affected by  
28 Defendant's common course of conduct.

1           124. The Class action device will allow a single court to provide the benefits of  
2 unitary adjudication, judicial economy, and the fair and equitable handling of all Class members'  
3 claims in a single forum. The maintenance of this action as a Class action will conserve the  
4 resources of the parties and of the judicial system, and will protect the rights of the Class  
5 members.

6           125. Furthermore, for many, if not most, Class members, a Class action is the only  
7 feasible mechanism for legal redress for the harm alleged.

8           126. Adjudication of individual Class members' claims against the Defendant would,  
9 as a practical matter, be dispositive of the interests of other Class members not parties to the  
10 adjudication and could substantially impair or impede the ability of other Class members to  
11 protect their interests.

12                                   **FIRST CLAIM OF RELIEF**  
13                                   **(Breach of Contract)**

14           127. Plaintiff realleges the preceding paragraphs as if fully set forth herein.

15           128. Plaintiff and the class have standing to pursue this claim as Plaintiff and the  
16 Class have suffered injury in fact and has lost money or property as a result of Google's actions  
17 as set forth above.

18           129. Plaintiff and Class members entered into the AdWords Contract and the Google  
19 Universal Contract with Defendant Google. Plaintiff and Class member have performed all of  
20 their obligations under said contracts.

21           130. In breach of said Contracts, Google: (1) placed advertisements, and charged  
22 Plaintiff and Class members for associated clicks, on its AdSense for Domains and AdSense for  
23 Errors sites; (2) placed Plaintiff's and Class members' advertisements, and charged Plaintiff and  
24 Class members for associated clicks, on domains/sites that infringe upon Plaintiff's and Class  
25 members' own trademarks; (3) placed advertisements, and charged Plaintiff and Class members  
26 for associated clicks, on domains/sites that violate trademark, copyright and intellectual property  
27 law, (4) overcharged Plaintiff and Class members for advertisements displayed through the  
28 AdWords program, and (5) charged Plaintiff and Class members for services they did not agree  
to pay for by hiding such charges for clicks on low-quality sites, illegal sites, or sites that violate

1 Google's publicly disseminated written policies, procedures and guidelines (i.e, gambling sites,  
2 pornography sites, etc.)

3 131. Google knowingly and intentionally violates United States and international  
4 trademark, copyright, and intellectual property laws, for its own commercial gain, in the course  
5 of administering its AdWords program.

6 132. Google actively conceals its illegal conduct from Plaintiff and the putative  
7 Class.

8 133. As a direct and proximate result of Google's breach of contract as set forth  
9 above Plaintiff and Class members have been damaged.

## 10 **SECOND CLAIM FOR RELIEF**

### 11 **(Breach of Covenant of Good Faith and Fair Dealing)**

12 134. Plaintiff realleges the preceding paragraphs as if fully set forth herein, and to  
13 the extent necessary is plead in the alternative.

14 135. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact  
15 and has lost money or property as a result of Google's actions as set forth above.

16 136. Class members have suffered injury in fact and have lost money or property as  
17 a result of Google's actions as set forth above.

18 137. Google had a duty to act in good faith and deal fairly with Plaintiff and the  
19 Class in connection with said contracts and its obligations in administering the AdWords  
20 program.

21 138. Google breached its duty of good faith and fair dealing to Plaintiff and the Class  
22 through its actions as alleged herein.

23 139. As a direct and proximate result of Googles' breach of the covenant of good  
24 faith and fair dealing as set forth above Plaintiff and Class members have been damaged.  
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1           148. Pursuant to Cal. Bus. & Prof. Code §17203, Plaintiff and the Class seek an  
2 order of this court enjoining Google from continuing to engage in unlawful, unfair, and/or  
3 deceptive business practices and any other act prohibited by law, including those acts set forth in  
4 this complaint.

5           149. Plaintiff and the Class also seek an order requiring Google to make full  
6 restitution of all moneys it has wrongfully obtained from Plaintiff and the Class, along with all  
7 other relief allowable under Cal. Bus. & Prof. Code §17200 *et seq.*

8                           **FOURTH CLAIM FOR RELIEF**

9                           **(Violation of California Business & Professions Code**  
10                           **Section 17200 Et Seq.-Fraudulent Conduct)**

11           150. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to  
12 the extent necessary, pleads this cause of action in the alternative.

13           151. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact  
14 and has lost money or property as a result of Google's actions as set forth above.

15           152. Class members have suffered injury in fact and have lost money or property as  
16 a result of Google's actions as set forth above.

17           153. Google's actions as alleged in this complaint constitute "fraudulent" conduct  
18 within the meaning of California Business and Professions Code §17200 *et seq.*

19           154. Google's business practices, as alleged herein, are "fraudulent" because they are  
20 likely to deceive consumers, including Plaintiff and members of the Class. Google fails to  
21 disclose all material information to AdWords advertisers concerning the types of sites on which  
22 their ads will be displayed, and affirmatively conceals the fact that low-quality parked domains  
23 and error pages are included in both its Content Network and its Search Network. Google failed  
24 to disclose Class members advertisements would also appear on deceptive domains that would  
25 violate the Class members own trademarks resulting in them paying for "advertising" to receive  
26 traffic from a user who intended to reach the Class member. Google failed to disclose to  
27 advertisers, including Plaintiff and the Class, that, until March 2008, they would have no way to  
28 exclude their ads from appearing on these sites. Google continues to fail to provide an effective

1 and adequate method of excluding ads from these sites, or to adequately disclose that any method  
2 of excluding ads from these sites exists at all.

3 155. As a result of Google's "fraudulent" conduct, Plaintiff and members of the Class  
4 expended money on advertising that they would not otherwise have spent, and received less  
5 value for their advertising dollars than they should have received.

6 156. Google's wrongful business practices alleged herein constituted, and continue to  
7 constitute, a continuing course of unfair competition since Google continues to market and sell  
8 its products in a manner that is likely to deceive customers.

9 157. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and the Class seek an  
10 order of this court enjoining Google from continuing to engage in "fraudulent" business practices  
11 and any other act prohibited by law, including those acts set forth in this complaint.

12 158. Plaintiff and the Class also seek an order requiring Google to make full  
13 restitution of all moneys it has wrongfully obtained from Plaintiff and the Class, along with all  
14 other relief allowable under Cal. Bus. & Prof. Code §17200 *et seq.*

15 **FIFTH CLAIM FOR RELIEF**

16 **(Violation of California Business & Professions**  
17 **Code § 17200 Et Seq.-Unlawful Conduct)**

18 159. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to  
19 the extent necessary, pleads this cause of action in the alternative.

20 160. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact  
21 and has lost money or property as a result of Google's actions as set forth above.

22 161. Class members have suffered injury in fact and have lost money or property as  
23 a result of Google's actions as set forth above.

24 162. Google's actions as alleged in this complaint constitute an "unlawful" practice  
25 within the meaning of California Business and Professions Code §17200 *et seq.* because  
26 Google's actions are "unfair" and "fraudulent," as alleged above, and because they violate  
27 California Business and Professions Code §17500 *et seq.*, which proscribe false advertising, as  
28 alleged below.

1 **SEVENTH CLAIM FOR RELIEF**

2 **(Unjust Enrichment)**

3 172. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to  
4 the extent necessary, pleads this cause of action in the alternative.

5 173. Through the actions described above, Google has received money belonging to  
6 Plaintiff and the Class through fees collected from ads placed on parked domains and error  
7 websites, even though reasonable customers would have believed that they were not paying for  
8 and would not be charged for ads placed on such websites.

9 174. Google has also reaped substantial profit by collecting and retaining revenue  
10 from Plaintiff and the Class generated through clicks generated through ads that were displayed  
11 on such websites.

12 175. Google has received money belonging to Plaintiff and the Class resulting from  
13 clicks on these ads.

14 176. As a direct and proximate result of Google's misconduct as set forth above,  
15 Google has been unjustly enriched.

16 177. Google should not be permitted to keep sums that Google has unjustly received  
17 as a result of its actions.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, Adam Pulaski and the Class pray for relief as follows:

20 a. That the Court determine that the claims alleged herein may be maintained as a  
21 class action under Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure;

22 b. That the Court adjudge and decree that the Defendant has engaged in the conduct  
23 alleged herein;

24 c. That the defendant be permanently enjoined and restrained from, in any manner,  
25 directly or indirectly, continuing, maintaining, or engaging in the unfair, unlawful, and/or  
26 deceptive practices alleged herein;

27 d. That plaintiff and the class members be awarded restitution, including  
28 disgorgement of profits obtained by defendant as a result of their acts of unfair, unlawful or

1 deceptive practices and acts of unjust enrichment and breach of the covenant of good faith and  
2 fair dealing;

3 e. That the plaintiff and class members be awarded compensatory damages and/or  
4 all other available monetary and equitable remedies for the breach of contract claims identified  
5 above;

6 f. That plaintiff and the class members be awarded both pre-and post-judgment  
7 interest at the maximum allowable rate on any amounts awarded;


8 g. That plaintiff and the class members recover their costs of suit, including  
9 reasonable attorneys' fees as provided by law;

10 h. That plaintiff and the class members be awarded such other and further relief as  
11 may be necessary and appropriate.

12 **JURY DEMAND**

13 Pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Constitution of the  
14 United States, Plaintiff and the Class members demand a trial by jury for all issues so triable.

15  
16  
17 Dated: August 14, 2008

  
\_\_\_\_\_  
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# EXHIBIT A

## Google Inc. Advertising Program Terms

These Google Inc. Advertising Program Terms ("**Terms**") are entered into by, as applicable, the customer signing these Terms or any document that references these Terms or that accepts these Terms electronically ("**Customer**") and Google Inc. ("**Google**"). These Terms govern Customer's participation in Google's advertising program(s) ("**Program**") and, as applicable, any insertion orders or service agreements ("**IO**") executed by and between the parties and/or Customer's online management of any advertising campaigns. These Terms and any applicable IO are collectively referred to as the "**Agreement**." Google and Customer hereby agree and acknowledge:

**1 Policies.** Program use is subject to all applicable Google and Partner policies, including without limitation the Editorial Guidelines ([adwords.google.com/select/guidelines.html](http://adwords.google.com/select/guidelines.html)), Google Privacy Policy ([www.google.com/privacy.html](http://www.google.com/privacy.html)) and Trademark Guidelines ([www.google.com/permissions/guidelines.html](http://www.google.com/permissions/guidelines.html)), and Google and Partner ad specification requirements (collectively, "**Policies**"). Policies may be modified at any time. Customer shall direct only to Google communications regarding Customer ads on Partner Properties. Some Program features are identified as "**Beta**," "**Ad Experiment**," or otherwise unsupported ("**Beta Features**"). To the fullest extent permitted by law, Beta Features are provided "**as is**" and at Customer's option and risk. Customer shall not disclose to any third party any information from Beta Features, existence of non-public Beta Features or access to Beta Features. Google may modify ads to comply with any Policies.

**2 The Program.** Customer is solely responsible for all: (a) ad targeting options and keywords (collectively "**Targets**") and all ad content, ad information, and ad URLs ("**Creative**"), whether generated by or for Customer; and (b) web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products (collectively "**Services**"). Customer shall protect any Customer passwords and takes full responsibility for Customer's own, and third party, use of any Customer accounts. Customer understands and agrees that ads may be placed on (y) any content or property provided by Google ("**Google Property**"), and, unless Customer opts out of such placement in the manner specified by Google, (z) any other content or property provided by a third party ("**Partner**") upon which Google places ads ("**Partner Property**"). Customer authorizes and consents to all such placements. With respect to AdWords online auction-based advertising, Google may send Customer an email notifying Customer it has 72 hours ("**Modification Period**") to modify keywords and settings as posted. The account (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects after the Modification Period. Customer agrees that all placements of Customer's ads shall conclusively be deemed to have been approved by Customer unless Customer produces contemporaneous documentary evidence showing that Customer disapproved such placements in the manner specified by Google. With respect to all other advertising, Customer must provide Google with all relevant Creative by the due date set forth in that Program's applicable frequently asked questions at [www.google.com](http://www.google.com) ("**FAQ**") or as otherwise communicated by Google. Customer grants Google permission to utilize an automated software program to retrieve and analyze websites associated with the Services for ad quality and serving purposes, unless Customer specifically opts out of the evaluation in a manner specified by Google. Google may modify any of its Programs at any time without liability. Google also may modify these Terms at any time without liability, and Customer's use of the Program after notice that these Terms have changed constitutes Customer's acceptance of the new Terms. Google or Partners may reject or remove any ad or Target for any or no reason.

**3 Cancellation.** Customer may cancel advertising online through Customer's account if online cancellation functionality is available, or, if not available, with prior written notice to Google, including without limitation electronic mail. AdWords online auction-based advertising cancelled online will cease serving shortly after cancellation. The cancellation of all other advertising may be subject to Program policies or Google's ability to re-schedule reserved inventory or cancel ads already in production. Cancelled ads may be published despite cancellation if cancellation of those ads occurs after any applicable commitment date as set forth in advance by the Partner or Google, in which case Customer must pay for those ads. Google may cancel immediately any IO, any of its Programs, or these Terms at any time with notice, in which case Customer will be responsible for any ads already run. Sections 1, 2, 3, 5, 6, 7, 8, and 9 will survive any expiration or termination of this Agreement.

**4 Prohibited Uses; License Grant; Representations and Warranties.** Customer shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising related information from any Program website or property except as expressly permitted by Google; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice. Customer represents and warrants that it holds and hereby grants Google and Partners all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in Creative, Services

and Targets needed for Google and Partner to operate Programs (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Creative or Targets) in connection with this Agreement ("Use"). Customer represents and warrants that (y) all Customer information is complete, correct and current; and (z) any Use hereunder and Customer's Creative, Targets, and Customer's Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including without limitation intellectual property rights). Violation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences.

**5 Disclaimer and Limitation of Liability.** To the fullest extent permitted by law, GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. To the fullest extent permitted by law, Google disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii) click through rates; (iii) availability and delivery of any impressions, Creative, or Targets on any Partner Property, Google Property, or section thereof; (iv) clicks; (v) conversions or other results for any ads or Targets; (vi) the accuracy of Partner data (e.g. reach, size of audience, demographics or other purported characteristics of audience); and (vii) the adjacency or placement of ads within a Program. Customer understands that third parties may generate impressions or clicks on Customer's ads for prohibited or improper purposes, and Customer accepts the risk of any such impressions and clicks. Customer's exclusive remedy, and Google's exclusive liability, for suspected invalid impressions or clicks is for Customer to make a claim for a refund in the form of advertising credits for Google Properties within the time period required under Section 7 below. Any refunds for suspected invalid impressions or clicks are within Google's sole discretion. EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND CUSTOMER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO CUSTOMER'S BUSINESS) WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY CUSTOMER FOR THE AD GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including without limitation to acts of God, government, terrorism, natural disaster, labor conditions and power failures.

**6 Agency.** Customer represents and warrants that (a) it is authorized to act on behalf of and has bound to this Agreement any third party for which Customer advertises (a "Principal"), (b) as between Principal and Customer, the Principal owns any rights to Program information in connection with those ads, and (c) Customer shall not disclose Principal's Program information to any other party without Principal's consent.

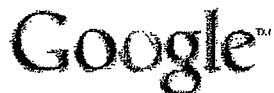
**7 Payment.** Customer shall be responsible for all charges up to the amount of each IO, or as set in an online account, and shall pay all charges in U.S. Dollars or in such other currency as agreed to in writing by the parties. Unless agreed to by the parties in writing, Customer shall pay all charges in accordance with the payment terms in the applicable IO or Program FAQ. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer is responsible for paying (y) all taxes, government charges, and (z) reasonable expenses and attorneys fees Google incurs collecting late amounts. To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge (this does not affect Customer's credit card issuer rights). Charges are solely based on Google's measurements for the applicable Program, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Google and only in the form of advertising credit for only Google Properties. Nothing in these Terms or an IO may obligate Google to extend credit to any party. Customer acknowledges and agrees that any credit card and related billing and payment information that Customer provides to Google may be shared by Google with companies who work on Google's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Google and servicing Customer's account. Google may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Google shall not be liable for any use or disclosure of such information by such third parties.

**8 Indemnification.** Customer shall indemnify and defend Google, its Partners, agents, affiliates, and licensors from any third party claim or liability (collectively, "Liabilities"), arising out of Use, Customer's Program use,

Targets, Creative and Services and breach of the Agreement. Partners shall be deemed third party beneficiaries of the above Partner indemnity.

**9 Miscellaneous.** THE AGREEMENT MUST BE CONSTRUED AS IF BOTH PARTIES JOINTLY WROTE IT AND GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOOGLE PROGRAM(S) SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND GOOGLE AND CUSTOMER CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. The Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number) or oral discussions are void. Each party shall not disclose the terms or conditions of these Terms to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation. Customer may grant approvals, permissions, extensions and consents by email, but any modifications by Customer to the Agreement must be made in a writing executed by both parties. Any notices to Google must be sent to Google Inc., Advertising Programs, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via confirmed facsimile, with a copy sent via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. Google and Customer and Google and Partners are not legal partners or agents, but are independent contractors. In the event that these Terms or a Program expire or is terminated, Google shall not be obligated to return any materials to Customer. Notice to Customer may be effected by sending an email to the email address specified in Customer's account, or by posting a message to Customer's account interface, and is deemed received when sent (for email) or no more than 15 days after having been posted (for messages in Customer's AdWords interface).

August 22, 2006



United States

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## Google Terms of Service

### Welcome to Google!

#### 1. Your relationship with Google

1.1 Your use of Google's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Google under a separate written agreement) is subject to the terms of a legal agreement between you and Google. "Google" means Google Inc., whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Google, your agreement with Google will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Google will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Google in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

#### 2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Google in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Google will treat your use

of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

### **3. Language of the Terms**

3.1 Where Google has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Google.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

### **4. Provision of the Services by Google**

4.1 Google has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Google itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Google is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Google provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Google may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Google's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Google when you stop using the Services.

4.4 You acknowledge and agree that if Google disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that while Google may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Google at any time, at Google's discretion.

## 5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Google will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Google, unless you have been specifically allowed to do so in a separate agreement with Google. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Google, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Google may suffer) of any such breach.

## 6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Google for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Google immediately at <http://www.google.com/support/accounts/bin/answer.py?answer=48601>.

## 7. Privacy and your personal information

such information without Google's prior written consent.

9.2 Unless you have agreed otherwise in writing with Google, nothing in the Terms gives you a right to use any of Google's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Google, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Google's brand feature use guidelines as updated from time to time. These guidelines can be viewed online at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may provide for this purpose from time to time).

9.4 Other than the limited license set forth in Section 11, Google acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Google, you agree that you are responsible for protecting and enforcing those rights and that Google has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by Google, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## 10. License from Google

10.1 Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Google as part of the Services as provided to you by Google (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Google, in writing.

10.3 Unless Google has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to



use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## **11. Content licence from you**

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling Google to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

11.2 You agree that this licence includes a right for Google to make such Content available to other companies, organizations or individuals with whom Google has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

11.3 You understand that Google, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Google to take these actions.

11.4 You confirm and warrant to Google that you have all the rights, power and authority necessary to grant the above licence.

## **12. Software updates**

12.1 The Software which you use may automatically download and install updates from time to time from Google. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Google to deliver these to you) as part of your use of the Services.

## **13. Ending your relationship with Google**

13.1 The Terms will continue to apply until terminated by either you or Google as set out below.

13.2 If you want to terminate your legal agreement with Google, you may do so by (a) notifying Google at any time and (b) closing your accounts for all of the Services which you use, where Google has made this option available to you. Your notice should be sent, in writing, to Google's address which is set out at the beginning of these Terms.

13.3 Google may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Google is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom Google offered the Services to you has terminated its relationship with Google or ceased to offer the Services to you; or

(D) Google is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by Google is, in Google's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect Google's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Google have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

#### 14. EXCLUSION OF WARRANTIES

14.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT GOOGLE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

14.3 IN PARTICULAR, GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

14.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

14.6 GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 15. LIMITATION OF LIABILITY

15.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT

LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH GOOGLE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE GOOGLE WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

15.2 THE LIMITATIONS ON GOOGLE'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT GOOGLE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**16. Copyright and trade mark policies**

16.1 It is Google's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers. Details of Google's policy can be found at <http://www.google.com/dmca.html>.

16.2 Google operates a trade mark complaints procedure in respect of Google's advertising business, details of which can be found at [http://www.google.com/tm\\_complaint.html](http://www.google.com/tm_complaint.html).

**17. Advertisements**

20.2 The Terms constitute the whole legal agreement between you and Google and govern your use of the Services (but excluding any services which Google may provide to you under a separate written agreement), and completely replace any prior agreements between you and Google in relation to the Services.

20.3 You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

20.4 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with Google under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Google shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

April 16, 2007



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### AdWords Advertising Policies

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Example: *pop-ups or trademarks*

Please review all the policies described in these pages and make sure that your ads, site, keywords, and account comply.

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Select a location

#### Select your ad type:

Text ads

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Some of our advertising policies vary based on the region you're advertising in and the type of ad you create.

← Use the navigation bar on the left:

1. **Select your targeted location** and preferred language using the drop-down menu. If the location you're targeting is not shown, please select 'All other locations.'
2. **Select your ad type** using the drop-down menu.
3. **View** the policies that apply to your ads.

The ultimate goal of the Google AdWords program is your success, and we believe that providing a great user experience is the first step towards your success. Our advertising policies will help you meet this goal and ensure the effectiveness of your AdWords advertising.

As an overarching rule, all AdWords advertising should follow the same fundamental principles. Ads should:

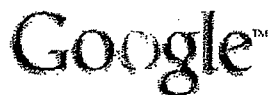
- Clearly and accurately represent your site.
- Emphasize the unique benefits of your product or service.

Our policies will help you achieve these goals and ensure the effectiveness of your AdWords advertising.

We reserve the right to disapprove any ad for any reason and to modify or amend our policies at any time. Format requirements are also subject to change. Please note that the decisions we make concerning advertising in no way affect the search results we deliver.

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## AdWords Help Center

### AdWords Advertising Policies

#### Search for AdWords Policies

Example: *pop-ups* or *trademarks*

Search AdWords Help

#### Targeted Location:

Select a location

#### Select your ad type:

Text ads

#### Editorial & Format »

[Accurate Ad Text](#)

[Capitalization](#)

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[Competitive Claims](#)

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#### Content »

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[AdWords Terms & Conditions](#)

[Invalid Clicks](#)

[Policy Home](#) > [Text ads](#) > [Editorial & Format](#)

### Editorial & Format Policies

The Editorial & Format Guidelines below will help you create effective ads to meet your advertising goals. To run your ads on Google and/or our growing ad network of sites and products, you must adhere to these guidelines. Application of our policies will always involve an element of discretion and we reserve the right to reject or approve any ads.

These guidelines typically apply to the ad text - namely to the first three lines of your ad. For specific guidelines on the display URL field, please refer to the [Link](#) policies.

#### Accurate Ad Text

##### Accurately represent your product or service.

Your ads and keywords must directly relate to the content on the landing page for your ad. When users see your ad, they should be able to understand what kind of product, service, or other content they will find on your site. Products or services promoted in your ad must be reflected on your landing page; ads can be disapproved if a promoted product is not offered or available for sale as promised.

As a basic rule, use clear, descriptive, and specific ad content that highlights the differentiating characteristics of your product/service. You can distinguish your ad by including your company name, line of business, or by highlighting one specific product. If you offer a local service or product, you might want to indicate your location in your ad.

##### Example:

If your alterations business only services New York, you might include 'New York' in your ad text, mention your company's particular specialty (such as 'experts in reweaving fine garments'), and link to a page that displays this service.

#### Capitalization

Use standard capitalization.



[Advertising in China](#)

[Google Privacy Policy](#)

[Google Advertising Cookies](#)

[YouTube: Ads Content Policy](#)

[YouTube: Ads Specs and](#)

[Policies](#)

[YouTube: Contest Platform](#)

[Rules](#)

[Requirements for third-party ad  
serving](#)

- Don't use excessive capitalization such as 'FREE' or 'GOOGLE ADWORDS.'
- You can choose whether or not to capitalize the first letter of each word in your ad. Capitalization of the first letter of each word within your display URL is also permitted.

Correct Ad	Correct because:
<a href="#">Google AdWords</a> Effective CPC Advertising. Fast Results Within Your Budget! AdWords.Google.com	Necessary capitalization for the acronym, 'CPC.'  Acceptable capitalization in display URL.
Incorrect Ad	Incorrect because:
<a href="#">Google AdWords</a> EFFECTIVE CPC Advertising. Fast results within your budget NOW! AdWords.GOOGLE.COM	Excessive capitalization of 'EFFECTIVE' and 'NOW.'  Excessive capitalization of 'GOOGLE.COM' in display URL.

## Character Limits

Stay within the ad character limits.

Your intended headline, text, and URL must fit within the limits below and not be cut off. Please keep these ad text limits in mind when planning your ads:

- Ad titles are limited to 25 characters.
- The two description lines and display URL are limited to 35 characters each.
- Languages using double-byte characters (such as Chinese, Japanese, Korean, Hebrew, and Arabic) can have 12 characters in the title, 17 characters for each line of ad text, and 35 characters for the display URL (only single-byte characters are allowed in the display URL field).

Note that if you run out of characters, the display URL field cannot be used as another line of ad text. Similarly, the third line must fit completely within the character limit and cannot lead into the display URL with phrases such as 'See this site:'.

## Competitive Claims

Support competitive claims.

Competitive claims are statements implying that your product/service is better than a competitor's. If your ad text contains competitive language regarding other companies, specific support for this claim must be displayed on the landing page for your AdWords ad.

You can offer support for your claim in a variety of ways such as a chart or table that compares the features and/or prices of your product versus your competitor's product or a competitive analysis discussing why your product is superior.

For example, ad text that states 'Better than AdWords' would be considered a competitive claim and would require support on the website. If the landing page includes a competitive analysis of the advertised service versus AdWords, this claim would be acceptable and the ad could be approved.

## Grammar & Spelling

Use correct grammar and spelling.

- Your ad text must be in logical sentence or phrase form. This includes using grammatically correct spacing between words and around punctuation.
- Ads must contain correct spelling. The only exceptions are commonly misspelled words or spelling variations that the majority of users would recognize and understand.

Correct Ad	Correct because:
<p><u>Google AdWords Ads</u> Advertising at affordable costs Visit &amp; then see if right for you! adwords.google.com</p>	<p>Ad uses appropriate spacing, grammar, and symbols.</p>
Incorrect Ad	Incorrect because:
<p><u>GoogleAdWordsAds</u> Advertising at affordable costs. Sea how our prices works for you! adwords.google.com</p>	<p>Ad is missing spaces in title.</p> <p>Misspelled word: 'affordable' is shown as 'affordible'</p> <p>Wrong word: 'Sea' is used instead of 'See'</p> <p>Incorrect grammar: wrong verb tense in the phrase 'prices'</p>

	works.' It should read 'prices work.'
--	---------------------------------------

## Implied Affiliation

### Don't imply inaccurate affiliation or partnership.

- Your ads may not imply an affiliation, partnership, or any special relationship with Google. Ads and sites cannot contain language that is likely to cause confusion as to the association between Google's services and your services.

*Examples of inaccurate affiliation:*

'Google special offer!'

'Recommended by Google'

'Sponsored Google site'

Review our list of [trademarked Google terms and logos](#) and the rules regarding their use.

- Your ads also may not imply an affiliation with any publisher or publisher's website in the Google Network.

*Example of inaccurate affiliation:*

'Special offer from this website!'

## Inappropriate Language

### Don't use inappropriate language.

Your ad (including your display URL) cannot contain offensive or inappropriate language. This also applies to misspellings or other variations of inappropriate language.

## Prices, Discounts, & Free Offers

### Support advertised prices, discounts, and free offers.

If your ad includes a price, special discount, or 'free' offer, it must be clearly and accurately displayed on your website within 1-2 clicks of your ad's landing page.

Prices in your ad text must be accurate. Prices can also apply to bulk purchases. For free offers, it is acceptable if the user can infer that the product is indeed free, even if the word 'free' does not appear along with that product or service.

Web,' the site must display third party verification of the claim. A Forbes Magazine seal indicating this site received a 'best of the web' award would be acceptable, and the ad would then comply with this policy.

## **Target Specific Keywords**

### **Target relevant and specific keywords.**

Use specific keywords that accurately reflect your products, services, or the site you're promoting.

If you offer a location-specific product or service, you might consider using keywords that reflect your location.

#### *Example:*

A New York apartment rental agency would not be allowed to run on only the overly general keyword 'rentals.' The agency should instead use keywords such as 'New York rental agency' or 'find NY apartments.'

## **Trademarks**

### **Adhere to our trademark policies.**

Google recognizes the importance of trademarks. As a courtesy to trademark owners, we have created trademark complaint procedures with respect to use of trademarked terms in Google AdWords campaigns or in domain names participating in our AdSense for Domains program.

Trademarks are territorial and apply only to certain goods or services of the trademark owner. Therefore, different parties can own the same mark in different countries or different industries. Accordingly, in processing complaints, Google will ask the trademark owner for information regarding where the mark is valid and for what goods or services.

### **Trademark Complaints**

As a provider of space for advertisements, Google is not in a position to arbitrate trademark disputes

between advertisers and trademark owners. As stated in our Terms and Conditions, advertisers are responsible for the keywords and ad text that they choose to use. Accordingly, Google encourages trademark owners to resolve their disputes directly with the advertiser, particularly because the advertiser may also be using your trademark on similar ads in other programs.

However, Google takes allegations of trademark infringement very seriously and, as a courtesy, we're happy to investigate matters raised by trademark owners. You are not required to be a Google AdWords advertiser in order to send a complaint.

If you have concerns about the **use of your trademark in AdWords ads**:

- File a trademark complaint in the U.S., Canada, U.K., and Ireland.
- File a trademark complaint outside the U.S., Canada, U.K., and Ireland.

If you have concerns about the **use of your trademark in a parked domain name**:

- File an AdSense for Domains trademark complaint.

Once Google receives all of the required information from the trademark owner, the claim will be investigated, and appropriate action will be taken.

*Please note:* Such trademark investigations will only affect ads served on or by Google. In the case of an AdSense for Domains trademark complaint, an investigation will affect only the domain names of sites in our AdSense for Domains program. Additionally, Google's trademark policy does not apply to search results, only to sponsored links. For trademark concerns about websites that appear in Google search results, the trademark owner should contact the site owner directly.

### **Authorization to Use Trademarks in Your Ad Campaign**

If we have received and processed a complaint for a trademark, advertisers seeking to use the mark in the countries and industry of the trademark owner will have their keywords and/or ad text disapproved. For ads targeting the U.S. and Canada, the use of the trademark in ad text will be disapproved; outside the

U.S. and Canada, use of the trademark may be disapproved as a keyword or in ad text or both, depending on the request of the trademark owner.

If an advertiser has been restricted from using a trademark and disagrees with the owner's assertion of exclusive rights or believes he has a right to use the mark, we encourage the advertiser to contact the trademark owner directly and request permission to use the trademark. Only if the trademark owner provides Google with an authorization will the advertiser be able to use the trademark in his ad campaign. Please note that the trademark owner may change or rescind the authorization at any time.

## Unacceptable Phrases

### Don't use unacceptable phrases.

Avoid call-to-action phrases such as 'click here' that could apply to any ad, regardless of content. This includes phrases in the third line of your ad that lead into your display URL, such as 'See this site:'.

This type of generic phrase has been found to add little value to your ad's message. The limited text space should be used for concise, informative language that sets you apart from your competition.

Correct Ad	Correct because:
<u>Target your Ads w/AdWords</u> Create an AdWords account today! Visit Google.com to learn more. adwords.google.com	Uses unique call-to-action phrases.  3rd line is independent from display URL
Incorrect Ad	Incorrect because:
<u>Google AdWords</u> For an account - click here To learn more, just visit us at: adwords.google.com	Unacceptable phrase: 'click here'  3rd line continues into the display

[Prostitution](#)[Scams/Phishing for Personal Information](#)[Sexual & Adult Content](#)[Solicitation of Funds](#)[Template Sites for Ad Networks](#)[Tobacco and Cigarettes](#)[Traffic Devices](#)[Weapons](#)[Webmaster Guidelines Violations](#)[Link »](#)[View all policies »](#)[Double Serving](#)[AdWords Terms & Conditions](#)[Invalid Clicks](#)[Advertising in China](#)[Google Privacy Policy](#)[Google Advertising Cookies](#)[YouTube: Ads Content Policy](#)[YouTube: Ads Specs and Policies](#)[YouTube: Contest Platform Rules](#)[Requirements for third-party ad serving](#)

cannot be promoted in ad text or be the purpose of your site (occupying a significant portion of your site).

- Advertisements for beer may target countries where such ads comply with local regulations. However, beer ads may not target the United States, U.S. territories (American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands), India, Pakistan, Sri Lanka, Thailand, and Malaysia.
- Advertisements for champagne and wine are allowed everywhere that such advertisements comply with local regulations.
- Since we consider beer, wine, and champagne to be products intended for the sale and consumption by adults, ads promoting these products will be given a Non-FamilySafe status.
- Please note that some jurisdictions may enforce any of these additional regulations:

- require government permits for the advertisement of alcoholic beverages,
- prohibit advertisements for beverages with a certain level of alcohol content,
- and/or require certain disclaimers in advertisements for alcohol beverages.

It is the advertiser's responsibility to comply with all local laws.

## Anabolic Steroids

### Don't promote anabolic steroids.

Advertising is not permitted for anabolic steroids, muscle-enhancing stacks and cycles, bodybuilding steroid supplements, and related content, irrespective of an advertiser's claims of legality.

## 'Anti' and Violence

### Don't promote violence or advocate against a protected group.

Ad text advocating against any organization, person, or group of people is not permitted.

Advertisements and associated websites may not promote violence or advocate against a protected group. A

**protected group** is distinguished by their:

- |                         |                                      |
|-------------------------|--------------------------------------|
| • Race or ethnic origin | • Sex                                |
| • Color                 | • Age                                |
| • National origin       | • Veteran status                     |
| • Religion              | • Sexual orientation/Gender identity |
| • Disability            |                                      |

## **Bulk Marketing**

### **Don't promote bulk marketing products.**

Advertising of bulk marketing products is not permitted if the stated or implied use of the following products is unsolicited spam:

- Email lists that are not opt-in
- Bulk email software
- Bulk messaging

## **Copyright**

### **Don't promote copyrighted content without permission.**

Copyrights are important business assets in which the copyright holder maintains exclusive rights. You must not use AdWords to promote the copying or distribution of copyrighted content for which you don't have consent from the copyright holder and which is not otherwise permitted by law.

To learn more about how we handle copyright issues within the AdWords program, view the Digital Millennium Copyright Act and our [copyright policy and procedures](#).

## **Counterfeit Designer Goods**

### **Don't advertise counterfeit designer goods.**

Advertising is not permitted for products that are replicas or imitations of designer goods. A replica good contains the trademarked name or logo of a designer brand but is not made by that brand.

## **Data Entry Affiliates**

### **Don't advertise for data entry affiliate programs.**

Advertising is not permitted for the promotion of data entry affiliate programs. This includes ads directing users to sites that promote the creation/data entry of more ads that direct users to the same site.

There are no exceptions to this policy, which is intended to protect both advertisers and AdWords users.

## **Dialers**



**Don't promote dialer-related products.**

A dialer is a program that will cut your chosen internet connection and establish a new connection to a premium rate number. In order to protect our users and maintain the quality of advertising we display, we don't allow ads and sites that require or solicit the use of a dialer program.

**Drugs and Drug Paraphernalia****Don't promote drugs and drug paraphernalia.**

Advertising is not permitted for the promotion of drugs and drug paraphernalia. This includes drug accessories, illegal drugs, and herbal drugs such as salvia and magic mushrooms.

**e-Gold****Don't promote e-gold or related products.**

Advertising is not permitted for e-gold and e-gold related content. This includes, but is not limited to, e-gold exchange, e-gold investment, and e-gold accounts.

**Endangered Species****Don't promote products obtained from endangered or threatened species.**

Advertising is not permitted for products obtained from endangered or threatened species. This includes, but is not limited to, the sale of products derived from elephants, sharks, tigers, whales, rhinoceroses, or dolphins.

**Fake Documents****Don't promote fake documents.**

Advertising is not permitted for the promotion of false documents such as fake IDs, passports, social security cards, immigration papers, diplomas, and noble titles.

**Fireworks and Pyrotechnic Devices****Don't promote fireworks or pyrotechnic devices.**

Advertising is not permitted for the promotion of fireworks and pyrotechnic devices.

## **Gambling**

### **Don't promote online gambling or related sites.**

Advertising is not permitted for the promotion of online casinos and gambling activities.

This includes, but is not limited to, the following:

- sports books
- lotteries
- bingo
- poker
- sites that provide tips, odds, and handicapping
- software facilitating online casinos and gambling
- gambling tutoring online
- gambling related eBooks
- 'play for fun' gambling or casino games of skill including sites where the primary purpose is 'play for fun' gambling
- affiliate sites with the primary purpose of driving traffic to online gambling sites

## **Hacking and Cracking**

### **Don't promote hacking and cracking sites.**

Advertising is not permitted for the promotion of hacking or cracking and tools that aid in copyright infringement. For example, we do not permit:

- Sites that provide instructions or equipment to illegally access or tamper with software, servers, or websites
- Sites or products that enable illegal access of cell phones and other communications or content delivery systems/devices
- Mod chips, such as devices that unlock copyright protection
- Products that descramble cable and satellite signals in order to get free cable services
- Copied or backed-up version of software, CDs, or DVDs not intended for personal use
- Products or services that circumvent digital rights management technologies or technical protection measures for copyrighted works

## **Inflating Ad Clicks or Impressions**

### **Don't promote inflating ad clicks or impressions.**

Advertising is not permitted for the promotion of inflating clicks or impressions on ads, such as pay-to-click, pay-to-

PharmacyChecker approved when targeting the U.S. or Canada.

If you meet the above requirements and want to get started, review Google's [online pharmacy qualification process](#).

#### **Online pharmacy in the UK**

Google AdWords requires online pharmacy websites targeting ads to the United Kingdom to target ads only to the UK and to be registered with the Royal Pharmaceutical Society of Great Britain (RPSGB). These ads will not be displayed in other countries. Additionally, ad campaigns for online pharmacies and related services in the UK cannot promote prescription drugs.

#### **Online pharmacy in the Republic of Ireland**

Google AdWords requires online pharmacy websites targeting ads to the Republic of Ireland to target ads only to the Republic of Ireland and to be registered with the Pharmaceutical Society of Ireland (PSI). These ads will not be displayed in other countries. Additionally, ad campaigns for online pharmacies and related services in the Republic of Ireland cannot promote prescription drugs.

#### **Online pharmacy in Australia**

Google AdWords requires online pharmacy websites targeting ads to Australia to target ads only to Australia and to be registered with the Pharmacy Guild of Australia. These ads will not be displayed in other countries. Additionally, ad campaigns for online pharmacies and related services in Australia cannot promote prescription drugs.

#### **Prostitution**

**Don't promote prostitution.**

Advertising is not permitted for the promotion of prostitution.

#### **Scams/Phishing for Personal Information**

**Don't use phishing or other scamming tactics.**

Advertising is not permitted for sites collecting sensitive personal information or money with fake forms, false claims, or unauthorized use of Google Trademarks. Examples of personal information include email addresses, user names, passwords, and/or payment information. In addition, advertising is not permitted for 'run your car on water' programs or content.

## Sexual & Adult Content

### Sexual & adult content is restricted.

Advertising is not permitted for the promotion of child pornography, any sexually suggestive content involving children, or other non-consensual sexual material. We also do not permit ads promoting teen pornography or other pornography that describes models who might be underage.

Examples include, but are not limited to, advertisements for 'teen xxx', 'teen porn', and 'school girl' pornography. Please note that Google does not allow this content regardless of whether or not a site complies with government regulations on this kind of advertising.

While approvable adult-related ads can show in some countries, certain countries such as Germany, China, Korea, and India will not show any ads categorized as 'Adult Sexual Content' such as ads with any pornographic content. There may be other effects of family status on how your ads are served.

## Solicitation of Funds

### The solicitation of funds is restricted.

If the solicitation of funds is promoted in ad text or occupies a significant portion of your site, the ad's landing page should clearly display tax-exempt status such as 501(c)(3) status in the United States, and should state whether the donations are tax-deductible in full or in part. Other countries need to have an equivalent status (must be a registered charity or not-for-profit organization).

However, for the solicitation of political donations, the ad's landing page must clearly state that the donations are *not* tax-deductible.

## Template Sites for Ad Networks

### Don't promote template sites for ad networks such as AdSense.

Advertising is not permitted for the promotion of template sites for ad networks. This includes products and services that create template or pre-generated websites solely intended to profit from ads.

## Tobacco and Cigarettes

### Don't promote tobacco and cigarettes.

Advertising is not permitted for the promotion of tobacco or tobacco-related products, including cigarettes, cigars, tobacco pipes, and rolling papers.

### **Traffic Devices**

#### **Don't promote illegal traffic devices.**

Advertising is not permitted for the promotion of radar jammers, license plate covers, traffic signal changers, and related products.

In addition, advertising is not permitted for the promotion of radar detectors in Germany, France, Belgium, Luxemburg, Poland, or Switzerland.

### **Weapons**

#### **The promotion of weapons is restricted.**

Advertising is not permitted for the promotion of certain weapons, such as firearms, firearm components, ammunition, balisongs (switchblades), butterfly knives, and brass knuckles.

### **Webmaster Guidelines Violations**

#### **Don't promote unacceptable webmaster techniques.**

Advertising is not permitted for the promotion of cloaking, keyword stuffing, search engine spamming, and doorway pages. These unacceptable techniques and services are described in the [Google Webmaster Guidelines](#). Ads and sites promoting such techniques will be disapproved.

We also recommend that you comply with the rest of the [Google Webmaster Guidelines](#) which suggest best practices for web development.



## AdWords Help Center

### AdWords Advertising Policies

#### Search for AdWords Policies

Example: *pop-ups* or *trademarks*

#### Targeted Location:

Select a location

#### Select your ad type:

Text ads

#### [Editorial & Format »](#)

##### [Content »](#)

##### [Link »](#)

[Affiliate URLs](#)

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[Requirements for third-party ad](#)

[Policy Home](#) > [Text ads](#) > [Link](#)

#### Affiliate URLs

##### Affiliate Policy

We do not allow [data entry affiliates](#) to use AdWords advertising, but all other affiliates may participate in the AdWords program. However, we monitor and don't allow the following:

- **Redirect URLs:** Ads that contain URLs that automatically redirect to the parent company.
- **Bridge Pages:** Ads for web pages that act as an intermediary, whose sole purpose is to link or redirect traffic to the parent company.
- **Framing:** Ads for web pages that replicate the look and feel of a parent site. Your site should not mirror (be similar or nearly identical in appearance to) your parent company's or any other advertiser's site.

If you're an affiliate and are paid to send traffic to another site or a distributor, the company you're promoting may also require you to comply with their own terms and conditions.

Please note that we'll display only one ad per search query for advertisers sharing the same top-level domain in the display URL. Learn more about [when affiliate ads show](#).

#### Back Button

**Your site must allow a browser's 'Back' button to work.**

Links to your website must allow users to enter and exit the landing page easily. Once reaching your site, a user must be able to return to the page where they found and clicked on your ad by clicking once on their Internet browser's 'Back' button.

#### Destination URL

**Destination URL must work.**

The destination URL is the webpage users will visit when they click on your ad.

serving

- Your destination URL must work properly.
- The landing page for your ad cannot be under construction. We require your destination URL to link to an actual web page with content relevant to your ad. When your site is under construction or down for maintenance, you must pause your ad group(s).
- Your destination URL must link to a working website and cannot link to an email address or a file. This includes an image, audio, video, or document file that requires an additional program or application to open or run.
- Always check your spelling and symbols to make sure you entered the correct URL for the page you want users to visit.

## Display URL

Display URL must be accurate.

- Your display URL must accurately reflect the URL of the website you're advertising. It should match the domain of your landing page so that users will know which site they'll be taken to when they click on your ad.
- The display URL field cannot be used as another line of ad text.
- Your display URL must include the domain extension, for example: *.com*, *.net*, or *.org*.
- If your actual destination URL link is too long to use as your display URL, use a shortened version (such as your homepage) that meets the character limit for this field.

*Example:*

Destination URL:

<http://www.TravelingDog.net/toys.html>

Display URL: [www.TravelingDog.net](http://www.TravelingDog.net)

## Landing Page and Site Quality Guidelines

Landing Page and Site Quality Guidelines

As part of our commitment to making AdWords as effective an advertising program as possible, we've outlined some site-building guidelines to better serve our users, advertisers, and publishers. We've found that when our advertisers' sites reflect these guidelines, two important things happen:

- The money you spend on AdWords ads will be more likely to turn into paying customers.
- Users develop a trust in the positive experience provided after clicking on AdWords ads (and this turns in to additional targeted leads for you).

Furthermore, following our site guidelines will help improve your landing page quality score. As a component of your

removal from Google search results and/or a poor AdWords Quality Score. Pay close attention to the 'Quality Guidelines' section which outlines some of the illicit practices that may affect your Quality Score.

Additionally, sites that are misleading, malicious, or that provide a negative user experience may be disapproved or may have a low enough Quality Score to reduce or even stop delivery of your ads. See our Webmaster Guidelines Violations policy.

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# Google

## Privacy Center

### Privacy Policy

Last modified: August 7, 2008

At Google we recognize that privacy is important. This Privacy Policy applies to all of the products, services and websites offered by Google Inc. or its subsidiaries or affiliated companies except DoubleClick (DoubleClick Privacy Policy) and Postini (Postini Privacy Policy); collectively, Google's "services". In addition, where more detailed information is needed to explain our privacy practices, we post supplementary privacy notices to describe how particular services process personal information. These notices can be found in the Google Privacy Center.

Google adheres to the US Safe Harbor Privacy Principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access and Enforcement, and is registered with the U.S. Department of Commerce's Safe Harbor Program.

If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at

Privacy Matters  
c/o Google Inc.  
1600 Amphitheatre Parkway  
Mountain View, California, 94043  
USA

### Information we collect and how we use it

We offer a number of services that do not require you to register for an account or provide any personal information to us, such as Google Search. In order to provide our full range of services, we may collect the following types of information:

- **Information you provide** – When you sign up for a Google Account or other Google service or promotion that requires registration, we ask you for personal information (such as your name, email address and an account password). For certain services, such as our advertising programs, we also request credit card or other payment account information which we maintain in encrypted form on secure servers. We may combine the information you submit under your account with information from other Google services or third parties in order to provide you with a better experience and to improve the quality of our services. For certain services, we may give you the opportunity to opt out of combining such information.
- **Cookies** – When you visit Google, we send one or more cookies – a small file containing a string of characters – to your computer that uniquely identifies your browser. We use cookies to improve the quality of our service by storing user preferences and tracking user trends, such as how people search. Google also uses cookies in its advertising services to help advertisers and publishers serve and manage ads across the web. We may set a cookie in your browser when you visit a website and view or click on an ad supported by Google's advertising services.
- **Log information** – When you access Google services, our servers automatically record

information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.

- **User communications** – When you send email or other communications to Google, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- **Affiliated sites** – We offer some of our services in connection with other web sites. Personal information that you provide to those sites may be sent to Google in order to deliver the service. We process such information in accordance with this Privacy Policy. The affiliated sites may have different privacy practices and we encourage you to read their privacy policies.
- **Links** – Google may present links in a format that enables us to keep track of whether these links have been followed. We use this information to improve the quality of our search technology, customized content and advertising. For more information about links and redirected URLs, please see our FAQs.
- **Other sites** – This Privacy Policy applies to Google services only. We do not exercise control over the sites displayed as search results or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Google only processes personal information for the purposes described in this Privacy Policy and/or the supplementary privacy notices for specific services. In addition to the above, such purposes include:

- Providing our services to users, including the display of customized content and advertising;
- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network; and
- Developing new services.

You can find more information about how we process personal information by referring to the supplementary privacy notices for particular services.

Google processes personal information on our servers in the United States of America and in other countries. In some cases, we process personal information on a server outside your own country. We may process personal information to provide our own services. In some cases, we may process personal information on behalf of and according to the instructions of a third party, such as our advertising partners.

## Choices for personal information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Privacy Policy and/or in the specific service privacy notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Privacy Policy and/or in the supplementary service privacy notices, unless we have obtained your prior consent.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies

or to indicate when a cookie is being sent. However, some Google features and services may not function properly if your cookies are disabled.

You may choose to opt out of Google's Ad Serving cookies on the Google content network at any time by using DoubleClick's cookie opt-out.

You can decline to submit personal information to any of our services, in which case Google may not be able to provide those services to you.

## Information sharing

Google only shares personal information with other companies or individuals outside of Google in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Google, its users or the public as required or permitted by law.

If Google becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

We may share with third parties certain pieces of aggregated, non-personal information, such as the number of users who searched for a particular term, for example, or how many users clicked on a particular advertisement. Such information does not identify you individually.

Please contact us at the address below for any additional questions about the management or use of personal data.

## Information security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Google employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

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## Guidelines for Third Party Use of Google Brand Features

### Use of Google Brand Features

#### General Information

Although we'd like to accommodate all the requests we receive from users who want to add a touch of Google to their sites, we are passionate about protecting the reputation of our brand as an objective and fair provider of search results. That means we have to turn down many requests because sites imply that Google is endorsing them or is otherwise affiliated with them. The same applies if Google's trademarks, logos, web pages, screen shots, or other distinctive features ("Google Brand Features" or "Brand Features") are associated with objectionable material, as determined by Google.

As a result, we require that you have Google's explicit written permission before using any Google Brand Features. These Brand Features can be used only pursuant to these Guidelines, our [Terms and Conditions](#), and for the specific purposes for which Google has given permission. If you have a written agreement with Google that specifically addresses how you may use its Brand Features, you don't need to go through the approval process here unless you want to do something other than what has been authorized in your existing agreement. Otherwise, the only time you can use Brand Features without advance written permission is if there is clear and express language on our website stating that you can use those Brand Features without first obtaining permission, such as is the case with our search boxes.

When you use any of our Brand Features, you must always follow the Rules for Proper Usage included in these Guidelines. In addition, Google may provide you with written requirements as to the size, typeface, colors, and other graphic characteristics of the Google Brand Features. If we provide these requirements to you at the time of our approval, you must implement them before using our Brand Features. If we provide these requirements to you after we initially gave our permission, you must implement them within a commercially reasonable timeframe.

#### Approval Process

To request approval, complete the [Permission Request Form](#), and send it to us with the information specified in the form. Although we will try to respond within 10 business days, we cannot guarantee that, and you can't use Google Brand Features until we have expressly granted you approval.

The approval to use Google Brand Features is limited to the information provided in your request. If your anticipated use changes, before or after, Google grants approval, you must update your request accordingly.

Please note that we can only give you permission to use the Google Brand Features. We cannot give you permission to use any brand features belonging to third parties.

### Trademark Basics

- Don't display a Google Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Google, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of Google or Google personnel.
- Don't display a Google Brand Feature on any web site that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one years of age, or otherwise violates applicable law.
- Don't display a Google Brand Feature in a manner that is in Google's sole opinion misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Google.
- Don't display a Google Brand Feature on a site that violates any law or regulation.
- Don't frame or mirror any Google page (including the page that appears in response to a click on the Google logo or Google search box).
- Don't incorporate Google Brand Features into your own product name, service names, trademarks, logos, or company names.
- Don't copy or imitate Google's trade dress, including the look and feel of Google web design properties or Google brand packaging, distinctive color combinations, typography, graphic designs, product icons, or imagery associated with Google
- Don't adopt marks, logos, slogans, or designs that are confusingly similar to our Brand Features.
- Don't register Google trademarks as second-level domain names.
- Don't use Google trademarks in a way that suggests a common, descriptive, or generic meaning.
- Trademark rights vary from country to country. Some countries have severe criminal and civil penalties for improper use of the registration symbol. Therefore, don't use the registration symbol (®) in countries where the mark has not been registered.

If there is any question about usage, requests for clarification or permission may be submitted through the process outlined at:  
<http://www.google.com/permissions/>.

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### **Google Trademarks and Suggested Accepted Generic Terms**

The following are some of the trademarks owned by Google Inc. and the suggested generic terms for those trademarks.

- AdSense™ advertising service
- AdSense For Content™ program
- AdSense For Domains™ program
- AdSense For Print™ program
- AdSense For Search™ program
- AdWords™ advertising service
- AdWords Authorized Resellers™ program
- AdWords Editor™ campaign management application
- Android™ mobile technology platform
- Blogger™ web publishing service
- Broadcast Yourself™ service

- Citizentube™ channel
- Claim Your Content™ content monitoring tool
- Closed Log Avails™ tool
- Dalvik™ virtual machine
- Dmarc™ advertising service
- Dodgeball™ social networking service
- Feedburner™ services
- Feedflare™ service
- Gmail™ webmail service
- Goog 411™ service
- Google™ search or search engine
- Google Ad Manager For Advertisers™ service
- Google Adsense™ advertising program
- Google Advertising Professionals™ program
- Google Adwords™ advertising program
- Google Alerts™ email update service
- Google Analytics™ web analytics service
- Google Answers™ research service
- Google App Engine™ platform
- Google Apps™ service
- Google Audio Ads™ service
- Google Base™ online database
- Google Blog™ weblog
- Google Blog Search™ service
- Google Book Search™ service
- Google Calendar™ calendaring service
- Google Catalogs™ catalog search
- Google Chart Api™ product
- Google Checkout™ payment and billing service
- Google Code™ open source developer site
- Google Code Search™ search engine
- Google Compute™ feature
- Google Content Network™ service
- Google Co-Op™ platform
- Google Custom Search™ service
- Google Custom Search Engine™ service
- Google Dashboard Widgets™ software
- Google Data Api™ protocol
- Google Desktop™ searching software
- Google Desktop Search™ search tool
- Google Diary™ product
- Google Directory™ web directory
- Google Docs™ program
- Google Earth™ mapping service
- Google Enterprise™ products
- Google Extensions™ for Firefox software
- Google Finance™ financial information service
- Google Foundation™ non-profit organization
- Google Friend(S)™ newsletter
- Google Gadget Ads™ technology



- Google Gadget Center™ web page
- Google Gadgets™ technology
- Google Gears™ open source browser
- Google Glossary™ glossary service
- Google Grants™ program
- Google Groups™ usernet discussion forums
- Google Health™ program
- Google Image Search™ service
- Google Labs™ research division
- Google Mail™ webmail service
- Google Maps™ mapping service
- Google Mars™ mapping service
- Google Message Discovery™ email product
- Google Message Encryption™ email product
- Google Message Filtering™ email product
- Google Message Security™ email product
- Google Mini™ hardware
- Google Mobile™ wireless service
- Google Mobile Ads™ service
- Google Mobile Updater™ application
- Google Music Search™ service
- Google Music Trends™ service
- Google News™ news service
- Google News Alerts™ service
- Google Notebook™ tool
- Google Pack™ software download service
- Google Page Creator™ tool
- Google Patent Search™ service
- Google Personalized Search™ service
- Google Print Ads™ advertising program
- Google Product Search™ price comparison service
- Google Profiles™
- Google Reader™ feed reader
- Google Ride Finder™ taxi service
- Google Safe Browsing™ api
- Google Safesearch™ filtering
- Google Scholar™ scholarly texts search
- Google Search Appliance™ hardware
- Google Sets™ set prediction service
- Google Sidebar™ software
- Google Site Search™ service
- Google Sitemaps™ service
- Google Sites™ web application
- Google Sky™ program
- Google Sms™ mobile messaging service
- Google Store™ online store
- Google Suggest™ suggestion service
- Google Talk™ instant messaging service
- Google Toolbar™ search bar
- Google Transit™ trip planning service

- Google Translate™ translation service
- Google Trends™ tool
- Google TV Ads™ advertising program
- Google Updater™ application
- Google US Government Search™ service
- Google Video™ video search
- Google Voice™ communications service
- Google Web Accelerator™ software
- Google Web Alerts™ service
- Google Web Search™ features
- Google Web Security™ for Enterprise product
- Google Web Toolkit™ open source Java software development framework
- Google Webmaster Central™ landing page
- Google Website Optimizer™ tool
- Google Zeitgeist™ report
- Google 000000™ product
- Google 00™ product
- Google 000™ product
- Google 000™ product
- Google 00™ feature
- Google.Org™ non-profit foundation
- Google0000 000000™ product
- Google 00™ service
- Google 00000™ product
- Grandcentral™ communications service
- iGoogle™ personalized homepage
- I'm Feeling Lucky™ search service
- Jaiku™ service
- Joga™ online community
- Keyhole™ mapping service
- Knol™ project or website
- Listen In™ feature
- Maestro™ audio systems
- Measure Map™ web analytics service
- One Number...For Life™ service
- Open Handset Alliance™ business alliance
- Opensocial™ developer api
- Orkut™ online community
- Pagerank™ algorithm
- Panoramio™ photo-sharing community
- Picasa™ photo organizing software
- Postini™ email solutions
- Recharge It™ Google.org car program
- Ringshare™ feature
- Sketchup™ sketching software
- Songnow™ channel
- Trendalyzer™ software
- Universal Search™ vision
- Urchin™ web analytics service

- Youtube™ user-generated content website
- Youtube Screening Room™ program
- Zingku™ service
- □□□™ product
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- □□□□□□™ feature
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