

EXHIBIT 1

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SAN JOSE, CALIFORNIA

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Attorneys for JIT Packaging, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JIT Packaging, Inc., individually and on behalf)
of all others similarly situated,)
Plaintiff,)
v.)
GOOGLE INC., a Delaware corporation,)
Defendant)

Case No.:
CLASS ACTION
COMPLAINT
JURY TRIAL DEMANDED

COMPLAINT

1 Plaintiff, JIT Packaging, Inc., ("JIT") alleges, individually and on behalf of the Class
2 described below, and upon information and belief, except as to allegations specifically pertaining
3 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"). JIT
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, JIT is an Illinois Corporation located at 1452 Brewster Creek Blvd,
12 Bartlett, Illinois. During the relevant time set forth herein, Plaintiff contracted with Google to
13 place advertisements through AdWords. JIT has contracted with Google and participated in the
14 AdWords program since on or about February 19, 2004.

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

21 **JURISDICTION AND VENUE**

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

27 5. Venue is proper in the Northern District of California Pursuant to 28 U.S.C. §
28 1391(a) in that: (1) Google resides in this judicial district; (2) a substantial part of the events or

1 omissions giving rise to the claims asserted herein occurred in this judicial district; and (3)
2 Google is subject to jurisdiction in the Northern District of California.

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

6 **FACTS**

7 **A. General Background**

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

11 8. The "AdWords Advertising Program" ("AdWords") is Google's primary
12 advertising program and the source of over 98% of its annual revenue. In 2004, 2005, 2006, and
13 2007 Defendant Google generated approximately 99% of its annual revenue from its AdWords
14 advertisers.

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

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

24 Source: comScore Networks machine-based panel

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

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

1 **B. Google Network**

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

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

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

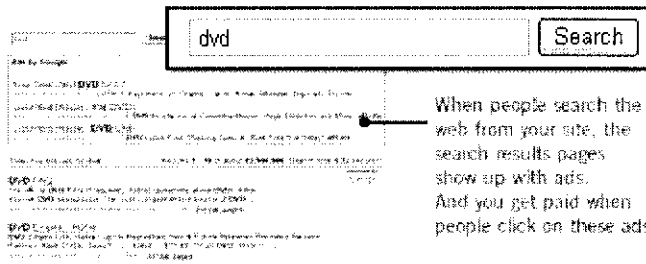


25 <https://adwords.google.com/select/arc.nml>

26 14. **AdSense for Search:** AdSense Network partners that contract with Google to
27 place a Google search box on their websites to allow a website's users to perform search queries
28 using keywords from a website they have visited. Based on the search query typed into the

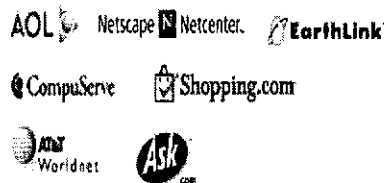
1 search box, Google will display Google search results along with related Adwords
2 advertisements and Google shares the revenue with the site owner.

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



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11 [https://www.google.com/adsense/login/en_US/?hl=en_US&sourceid=aso&subid=ww-en_US-et-](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)
12 [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)

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



16
17
18
19
20 <http://adwords.google.com/support/bin/answer.py?answer=6119>

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

22 **The Essentials of Google Search**

23 Doing a search on Google [or a site in the Search Network] is easy. Simply
24 type one or more search terms (the words or phrase that best describe the
25 information you want to find) into the search box and hit the 'Enter' key or click
26 on the Google Search button.



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

4
5 18. **AdSense for Mobile:** AdSense Network partners that contract with Google to
6 allow AdWords Advertisements to be placed/displayed on mobile webpages under their
7 ownership, license, registration, and or other control.

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

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

22 21. **AdSense for Errors:** AdSense for Errors program serves AdWords
23 Advertisements when an internet user enters an unregistered URL or search query in their
24 browser’s address bar.

25 **C. Google AdWords Program**

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

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

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

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

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

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

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

15 The Google content network comprises hundreds of thousands of high-quality
16 websites, news pages, and blogs that partner with Google to display targeted
17 AdWords ads. When you choose to advertise on the content network, you can
18 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.

19
20  WHAT YOU NEED TO KNOW About



Reed Business howstuffworks.com

 LYCOS



21  The New York Times

InfoSpace

 business.com

22
23 As an AdWords advertiser, you can hand-pick sites from the content network
24 or simply let Google's proven ad targeting display your ads on the website
pages most relevant to your products and services.

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

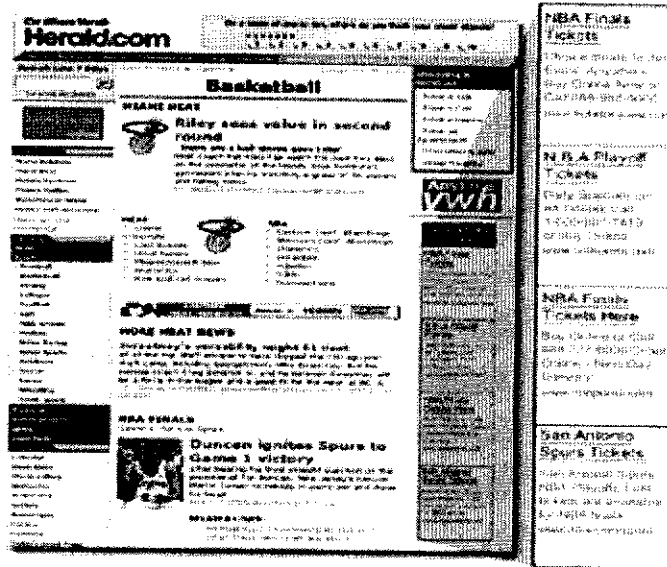
26 29. Google, at

27 <https://adwords.google.com/support/bin/answer.py?answer=6119&topic=82>, provides the

28 following representations about, and example of, ad placement on the content network:

Ads on the content network

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



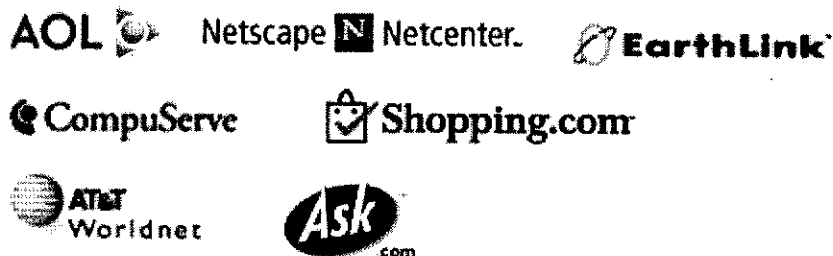
15 30. Google partners participating in the AdSense program are required to adhere to
16 the following policies. "No Google ad may be placed on any non-content-based pages." In
17 addition, no Google ad is allowed to be placed on web pages generated "specifically for the
18 purpose of showing ads, whether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

19 [https://www.google.com/adsense/support/bin/answer.py?answer=48182&sourceid=aso&subid=](https://www.google.com/adsense/support/bin/answer.py?answer=48182&sourceid=aso&subid=ww-ww-et-asui&medium=link)
20 [ww-ww-et-asui&medium=link](https://www.google.com/adsense/support/bin/answer.py?answer=48182&sourceid=aso&subid=ww-ww-et-asui&medium=link)

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

22 **The search network**

23 Your ads may appear alongside or above search results, as part of a results
24 page as a user navigates through a site's directory, or on other relevant search
25 pages. Our global search network includes Google Product Search and Google
26 Groups and the following entities:



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

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

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

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

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

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

13 **D. Inclusion of Low –Quality Parked Domains and Error Pages in the Google** 14 **Networks**

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

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

20 38. Google includes web pages displayed through the AdWords for Errors program
21 in the “Content Network,” despite the fact that the pages contain no content. Google displays
22 AdWords ads on its AdSense for Errors web pages when an Internet user enters an unregistered
23 URL in their browser’s address bar.

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

27 40. AdWords advertisers in the Google “Search Network” may have their ads
28 displayed not only on “search sites,” but also on parked/non-content sites and AdSense for

1 Domains pages, where someone only typed in a domain name into the address bar and/or no
2 search query from a search box occurred.

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

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

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

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

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

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

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

25 f. Misrepresenting to AdWords advertisers the real reason that parked/undeveloped
26 sites and AdSense for Domains have equal or better click through rates than traditional content
27 and search sites. Google fails to disclose such pages and only shows ads on the
28

1 parked/undeveloped sites. In doing this, Google violates its own terms and conditions of how
2 ads can be displayed on the Search and Content Networks, further misleading advertisers;

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

6 h. Otherwise making affirmative misrepresentations, fraudulent statements, and
7 omissions of material fact to AdWords advertisers and the general public regarding the AdWords
8 and AdSense programs.

9 43. Google induces advertiser participation in AdWords by emphasizing the “high-
10 quality” of sites on which AdWords ads will be placed, and intentionally concealed and omitted
11 Google's practice of placing ads on low-quality parked AdSense for Domains sites or on
12 AdSense for Errors sites, as well as on sites that it knows violates cybersquatting, trademark,
13 copyright, and other intellectual property laws.

14 44. Google’s AdWords website, which potential customers view before clicking the
15 “Start Now” button to sign up for the program, includes the following statement:

16
17 Expand your reach through the content network with hundreds of thousands of
18 high-quality websites, news pages, and blogs that partner with Google to display
19 AdWords ads, the Google content network can reach users all over the web to
20 help you drive conversions. Choose from text, image, and video formats to
21 communicate your message.

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

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

27 a. By advertising on sites in the Google “Content Network“: “Your ads appear on
28 sites that are highly relevant to your products and services. As a result, you’re already aligned

1 with the interests of people visiting those sites.”

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

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

6 [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=)
7 [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
8 carefully reviewed before being allowed in the Google Network.”

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

10 c. Google represents that a number of “tools” offer automated optimization of an
11 Adwords ad campaign and will save the AdWords advertiser money, including but not limited
12 to: AdWords Budget Optimizer, Site exclusion tool, performance reporting tools
13 contextual targeting tools, and AdWords Discounter.

14 47. Google, despite its representations to AdWords advertisers, uses its automated
15 tools to maximize its own revenue and for its own financial gain. Google misleads AdWords
16 advertisers to utilize the tools with false promises that the tools will benefit the Adwords
17 Advertiser.

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

22 **E. Monetization of AdWords Advertisements**

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

27 50. Google generates revenue under the CPC regime when:

28 a. Google displays the AdWords advertisement on the Google Network;

1 b. An Internet user “clicks” on the advertisement; and

2 c. Google charges the corresponding AdWords advertiser a “click fee.”

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

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

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

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

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

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

18 57. Google represents to AdWords advertisers that the “AdWords smart pricing
19 feature” will optimize their advertising dollars, because it: “(w)ill adjust the cost of your content
20 network click based on the content network site's relevance to your own site. For example, if our
21 data shows that a particular click from a content network page is less likely to turn into a sale,
22 registration, or other desired behavior, we'll automatically reduce the price you pay for that
23 click.” <https://adwords.google.com/select/afc/pricing.html>

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

27 59. Google represents that it is always actively working for AdWords advertisers to
28 get them the lowest advertising rates, with tools such as the “AdWords Discounter” which

1 Google affirmatively represents “(a)utomatically reduces the actual cost-per-click (or CPC) you
2 pay to the lowest cost needed to maintain your ad's position. The AdWords Discounter keeps
3 working no matter which method of display or bidding you choose.”

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

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

7 **F. AdWords Contracts, Guidelines, and Policies**

8 61. In order to participate in AdWords, advertisers must electronically accept the
9 following contracts: <https://adwords.google.com/select/tsandesfinder>. (“AdWords Contract”)
10 and <http://www.google.com/accounts/TOS> (“Google Universal Contract”), as well as all
11 general and Google policies, procedures and regulations such as: Editorial Guidelines
12 (<adwords.google.com/select/guidelines.html>), Google Privacy Policy
13 (www.google.com/privacy.html) and Trademark Guidelines
14 (www.google.com/permissions/guidelines.html), and Google and Partner ad specification
15 requirements (collectively, “Policies”). JIT and each member of the Class has entered into said
16 contracts with Google. *See AdWords Contracts, attached hereto as Exhibit “A.”*

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

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

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

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

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

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

8 68. JIT and the Class have all entered into the same standard contracts with
9 Defendant Google, as a condition of participation in Google's AdWords advertising program.
10 JIT and the Class are subject to the same, standard written policies, procedures, and guidelines
11 published by Google on its website.

12 69. Google unilaterally drafts all contracts, policies, procedures, and guidelines
13 governing the relationship between Google and AdWords advertisers, as well as any and all
14 amendments and modifications.

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

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

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

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

26 73. Specifically, Google has an obligation to display advertisements on legitimate
27 sites that Google and/or its "partners" are legally entitled to utilize and monetize.

28 74. Google breaches its contractual obligations to JIT and the Class when it
displays and/or charges them for their AdWords advertisements displayed on sites that Google is
not legally entitled to use, sites that violate trademark law, sites that violate cybersquatting law,

1 sites that violate cyberpiracy laws, sites that violate copyright laws, and sites that violate other
2 California, United States and/or International laws.

3 75. Google breaches its contractual obligations to JIT and the Class when it
4 displays and/or charges them for their AdWords advertisements displayed on sites that violate
5 Google's own written and published guidelines, policies, and rules.

6 76. Google breaches its contractual obligations to JIT and the Class when it
7 overcharges them for AdWords advertisements.

8 77. Google breaches its contractual obligations to JIT and the Class when it
9 includes millions of low-quality sites and Error pages in its "Content" and "Search" Networks.

10 78. Google breaches its contractual obligations to JIT and the Class when it utilizes
11 its tools and technologies for their own pecuniary gain and to the detriment of JIT and the Class,
12 while inducing JIT and the Class to utilize those tools with false representations that the tools
13 will optimize/maximize the value of their participation in AdWords.

14 79. Google knowingly and intentionally displays, and charges JIT and the Class, for
15 AdWords advertisements on:

- 16 a. Low-quality parked/non-content sites and Error pages;
- 17 b. Sites that it "knows" violates cybersquatting, typosquatting, cyberpiracy,
18 trademark, copyright and other intellectual property laws;
- 19 c. Sites that it knows violates Google's own written and published policies,
20 guidelines, and rules, such as gambling sites and pornography related sites;
- 21 d. Sites that it knows it is not legally entitled to use; and
- 22 e. Sites that neither itself nor its partners are legally entitled to use or
23 monetize, and in fact whose use is in violation of United States and International
24 cybersquatting, trademark, copyright and other laws ("illegal sites").

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

26 80. Google makes specific affirmative written representations and promises to
27 Plaintiff, the putative Class, and the general public which are located on its website,
28 www.google.com, as well as, specifically contained in the following documents:

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

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 and other publicly available documents and communications. Plaintiff and the Class reasonably expect Google to act in accordance with these representations.

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

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

a. Intentionally displays and charges Plaintiff and the Class for "clicks" on advertisements placed on websites that violate Google's written contracts, guidelines, policies,

1 and public representations, such as sites generated solely for the purpose of displaying AdWords
2 Advertisements and sites violating trademark and copyright law.

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

6 c. Overcharging Plaintiff and the Class for advertising through the AdWords
7 program;

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

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

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

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

24 85. For example, Google routinely and intentionally charges Plaintiff and Class
25 members for clicks on advertisements improperly displayed on parked domains that infringe
26 distinctive and valuable marks, for example “www”, “http” and “com.com” domains, such as:
27 bedbathandbeyondcom.com; chevycom.com; chryslercom.com; cocacolacom.com;
28 discovercreditcardcom.com; disneylandcom.com; disneyworldcom.com;

1 ebaumsworldcom.com; espncom.com; fordmotorscom.com; geicocom.com;
2 homedepotcom.com; ibmcom.com; ikea.com; jetbluecom.com; jcpennycom.com;
3 kohlscom.com; kmartcom.com; mcdonaldscom.com; musiciansfriendcom.com;
4 nascarcom.com; oldnavycom.com; pizzahutcom.com; randcom.com; saabcom.com;
5 scottrade.com; travelocity.com; usairways.com; volkswagen.com;
6 xangacom.com. httpaarp.com, httpabc.com; httpabcgames.com; httpabckids.com;
7 httpabcnews.com; httpamericanexpress.com; httpamsouthbank.com; httpautotrader.com;
8 httpbankofamerica.com; httpbellsouth.com; httpbestbuy.com; httpblackplanet.com;
9 httpbordersbooks.com; httpbratz.com; httpcareerbuilder.com; httpcapitalone.com;
10 httpcapitolone.com; httpcarmax.com; httpcartonnetwork.com; httpcartoonnetwork.com;
11 httpcartoonnetwork.com; httpchevrolet.com; httpchevy.com; httpcircuitcity.com;
12 httpcisco.com; httpciti.com; httpcitibank.com; httpciticard.com and httpciticards.com.
13 "WWWAMERICANAERLINES.COM";
14 "WWWAMERICANAIRLINESARENA.COM";
15 "WWWAMERICANANIAGARA.COM"; "WWWAMERICANARLINES.COM";
16 WWWAMERICANCRAFTSMANWIN.COM"; "WWWAMERICANCURVES.COM";
17 "WWWAMERICANFUND.COM"; "WWWAMERICANFUNDS.COM";
18 "WWWAMERICANGREEETING.COM"; "WWWAMERICANHEARTASSO
19 CIATION.COM"; "WWWAMERICANHOMEPARTNERS.COM";
20 "WWWAMERICANMEADOWS.COM"; "WWWAMERICANTRANSAIR.COM";
21 "WWWAMERICASFIRSTHOME.NET"; "WWWAMERIJET.COM";
22 "WWWAMIGOSADVENTISTAS.ORG"; "WWWAMIN.ORG"; "WWWAMITI.COM";
23 "WWWAMORPOSTALES.COM"; "WWWAMOUR.COM";
24 "WWWAMROKHALED.COM"; "WWWAMTRACT.COM";
25 "WWWAMWAYINDIA.COM", "WWWANALOG.COM"; "WWWAND.COM";
26 "WWWANGELPIN.NET"; "WWWANGONOTICIAS.COM".
27
28

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

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

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

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

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

19 91. Google also represented that its advertisement would be "highly targeted."
20 When, in fact, Google enters into syndication agreements with companies that show random ads
21 that are the opposite of "highly targeted."

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

25 **H. Contextual Targeting Technology**

26 93. Google promises AdWords advertisers that it has sophisticated "Contextual
27 Targeting Tehchnology" that: "(c)an automatically match your ads to webpages in our content
28 network that are most relevant to your business. For example, an ad for a digital camera may

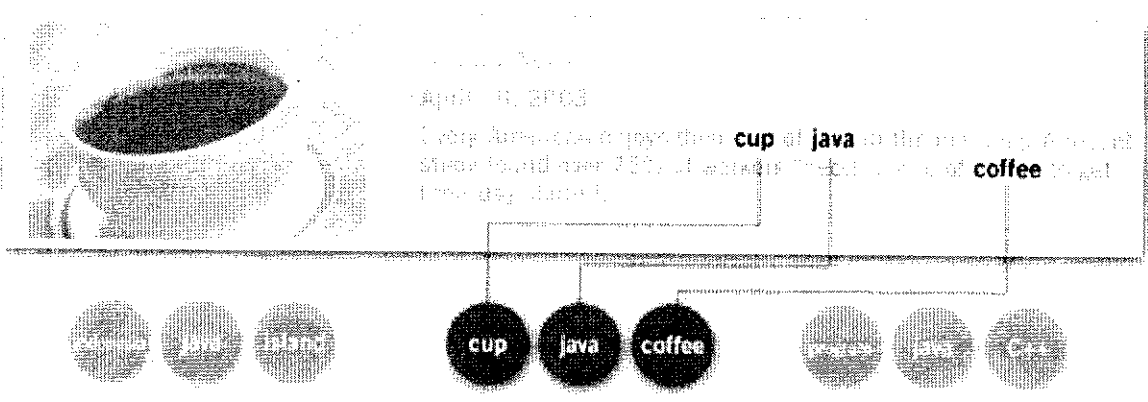
1 show up next to an article reviewing the latest digital cameras.”

2 https://adwords.google.com/select/Login.

3 94. Google provides the following explanation and example of how “contextual
4 targeting” technology is used to maximize an AdWords ad placement:

5 Google continually scans the millions of pages from the content network to look for relevant
6 matches with your keywords and other campaign data. When we find a match, your ad becomes
7 eligible to run on that page. Google's extensive web search and linguistic processing technology
8 can decipher the meaning of virtually any content network page to ensure we're showing the
9 most relevant ads.

10 Consider the following example:



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19 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.

20 Here's another example of an AdWords ad on a content network page:

21
22
23
24
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29 You get relevant text
and image ads that are
precisely targeted to
your site and your site
content.

1 **I. Google Site Exclusion Tool**

2
3 95. Until March 2008, Google's "Site Exclusion Tool" only allowed an advertiser
4 to exclude an advertising campaign from: (1) specific websites, (2) the entire "Search Network,"
5 and/or (3) the entire "Content Network." It could not categorically exclude "parked" AdSense
6 for Domains and/or AdSense for Errors pages. Rather, in order to avoid placement on illegal
7 and/or low quality sites, an advertiser would have to entirely opt-out of both the Search Network
8 and the Content Network. But, doing so would also prevent its ads from being displayed on the
9 websites of any of Google's high-quality partners, such as AOL and The New York Times.

10 96. On March 6, 2008, Google posted a message on its AdWords blog announcing
11 a change to its exclusion policy.

12 97. After this change in Google's policy, by clicking on a well-hidden "page types"
13 tab within the tool, AdWords advertisers can now see summarized click data for "Error Pages"
14 and "Parked Domains," and for the first time, exclude their ads from appearing on these sites.
15 However, instead of including this option on the main settings page for each campaign, Google
16 placed this opt-out button four (4) clicks deep within its interface, where many advertisers would
17 not notice it.

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

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

24 **J. Performance Reporting**

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

28 Measure and optimize your results With the Placement Performance Report, you have
visibility into where all your ads appear. Review your ad's performance on a site-by-site

1 basis to see impression, click, cost, and conversion data, and use this data to identify
2 well-performing sites to target more aggressively and low-value placements that require
3 content optimization or exclusion.

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

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

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

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

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

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

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

27 107. Katharine Allan of Google's Agency Team wrote: "We recently added a new
28 level of detail to Placement Performance reports to answer this question. Placement Performance

1 reports give site-by-site performance metrics for the sites where your ads appeared within
2 Google's content network. Now, rather than seeing one consolidated entry for all parked domains
3 in your reports, you'll see separate rows displaying performance statistics for individual parked
4 domains."

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

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

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

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

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

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

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

26 **CLASS ALLEGATIONS**

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

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

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

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

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

13 119. There are many questions of law and fact common to the representative
14 Plaintiff and the proposed Class, and those questions substantially predominate over any
15 individualized questions that may affect individual Class members. Common questions of fact
16 and law include, but are not limited to, the following:

- 17 • Whether Google's representations regarding AdWords were false or misleading;
- 18 • Whether Google's breached its Contracts with Plaintiff and the Class;
- 19 • Whether Google, in violation of applicable law and its own stated policy, charged
20 Plaintiff and the members of the Class for ads that were placed on parked domain and
21 error page websites;
- 22 • Whether Google engaged in unfair, unlawful and/or deceptive business practices;
- 23 • Whether Google failed to disclose material facts about its AdWords program; and
- 24 • Whether or not Plaintiff and the members of the Class have been damaged by the
25 wrongs complained of herein, and if so, the measure of those damages and the nature
26 and extent of other relief that should be provided.

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

1 121. Plaintiff will fairly and adequately represent and protect the interests of the
2 Class. Plaintiff has retained counsel with substantial experience in prosecuting complex and
3 Class action litigation. Plaintiff and his counsel are committed to vigorously prosecuting this
4 action on behalf of the Class. Neither Plaintiff nor his counsel has any interests adverse to those
5 of the proposed Class.

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

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

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

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

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

25 **FIRST CLAIM OF RELIEF**
26 **(Breach of Contract)**

27 127. Plaintiff realleges the preceding paragraphs as if fully set forth herein.
28

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

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

7 130. In breach of said Contracts, Google: (1) placed advertisements, and charged
8 Plaintiff and Class members for associated clicks, on its AdSense for Domains and AdSense for
9 Errors sites; (2) placed Plaintiff's and Class members' advertisements, and charged Plaintiff and
10 Class members for associated clicks, on domains/sites that infringe upon Plaintiff's and Class
11 members' own trademarks; (3) placed advertisements, and charged Plaintiff and Class members
12 for associated clicks, on domains/sites that violate trademark, copyright and intellectual property
13 law, (4) overcharged Plaintiff and Class members for advertisements displayed through the
14 AdWords program, and (5) charged Plaintiff and Class members for services they did not agree
15 to pay for by hiding such charges for clicks on low-quality sites, illegal sites, or sites that violate
16 Google's publicly disseminated written policies, procedures and guidelines (i.e, gambling sites,
17 pornography sites, etc.)

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

21 132. Google actively conceals its illegal conduct from Plaintiff and the putative
22 Class.

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

25 **SECOND CLAIM FOR RELIEF**

26 **(Breach of Covenant of Good Faith and Fair Dealing)**

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

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

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

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

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

10 139. As a direct and proximate result of Googles' breach of the covenant of good
11 faith and fair dealing as set forth above Plaintiff and Class members have been damaged.

12
13 **THIRD CLAIM FOR RELIEF**

14 **(Violation of California Business & Professions Code**
15 **Section 17200 Et Seq. -Unfair Conduct)**

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

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

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

22 143. Google's actions as alleged in this complaint constitute "unfair" conduct within
23 the meaning of California Business and Professions Code sections 17200 *et seq.*

24 144. Google's business practices, as alleged herein, are "unfair" because they offend
25 established public policy and/or are immoral, unethical, oppressive, unscrupulous and/or
26 substantially injurious to its customers. Google's conduct is "unfair" because Google fails to
27 disclose that customers' ads are placed on parked domain and error page sites, and Google does
28 not provide an effective means for customers to exclude their ads from appearing on these sites.

1 In fact, until March 2008, Google provided no means at all for customers to exclude their ads
2 from appearing on these sites.

3 145. As a result of Google's "unfair" 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.

6 146. As a result of Google's "unfair" conduct, Plaintiff and members of the Class
7 have unknowingly been charged and paid for advertising on sites that actually infringe upon the
8 Class members' own trademarks.

9 147. Google's wrongful business practices alleged herein constituted, and continue to
10 constitute, a continuing course of unfair competition since Google continues to market and sell
11 its products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
12 oppressive, unscrupulous and/or substantially injurious to its customers.

13 148. Pursuant to Cal. Bus. & Prof. Code §17203, Plaintiff and the Class seek an
14 order of this court enjoining Google from continuing to engage in unlawful, unfair, and/or
15 deceptive business practices and any other act prohibited by law, including those acts set forth in
16 this complaint.

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

20 **FOURTH CLAIM FOR RELIEF**

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

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

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

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

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

3 154. Google's business practices, as alleged herein, are "fraudulent" because they are
4 likely to deceive consumers, including Plaintiff and members of the Class. Google fails to
5 disclose all material information to AdWords advertisers concerning the types of sites on which
6 their ads will be displayed, and affirmatively conceals the fact that low-quality parked domains
7 and error pages are included in both its Content Network and its Search Network. Google failed
8 to disclose Class members advertisements would also appear on deceptive domains that would
9 violate the Class members own trademarks resulting in them paying for "advertising" to receive
10 traffic from a user who intended to reach the Class member. Google failed to disclose to
11 advertisers, including Plaintiff and the Class, that, until March 2008, they would have no way to
12 exclude their ads from appearing on these sites. Google continues to fail to provide an effective
13 and adequate method of excluding ads from these sites, or to adequately disclose that any method
14 of excluding ads from these sites exists at all.

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

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

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

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

1 **FIFTH CLAIM FOR RELIEF**

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

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

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

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

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

15 163. As a result of Google's "unlawful" conduct, Plaintiff and members of the Class
16 expended money on advertising that they would not otherwise have spent, and received less
17 value for their advertising dollars than they would have received.

18 164. Pursuant to Cal. Bus. & Prof. Code section 17203, Plaintiff and the Class seek
19 an order of this court enjoining Google from continuing to engage in unlawful business practices,
20 including those acts set forth in this complaint.

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

24 **SIXTH CLAIM FOR RELIEF**

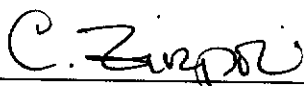
25 **(Violation of California Business & Professions**
26 **Code § 17500 Et Seq.)**

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

1 **JURY DEMAND**

2 Pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Constitution of the
3 United States, Plaintiff and the Class members demand a trial by jury for all issues so triable.
4

5
6 Dated: October 10, 2008


7 GUIDO SAVERI (022349)
8 R. ALEXANDER SAVERI (SBN 173102)
9 CADIO ZIRPOLI (SBN 179108)
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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), Google Privacy Policy (www.google.com/privacy.html) and Trademark Guidelines (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 ("**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

7.1 For information about Google's data protection practices, please read Google's privacy policy at <http://www.google.com/privacy.html>. This policy explains how Google treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Google's privacy policies.

8. Content in the Services

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Google (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Google or by the owners of that Content, in a separate agreement.

8.3 Google reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, Google may provide tools to filter out explicit sexual content. These tools include the SafeSearch preference settings (see <http://www.google.com/help/customize.html#safe>). In addition, there are commercially available services and software to limit access to material that you may find objectionable.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Google may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that Google (or Google's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Google and that you shall not disclose

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.

17. Advertisements

17.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by Google on the Services are subject to change without specific notice to you.

17.3 In consideration for Google granting you access to and use of the Services, you agree that Google may place such advertising on the Services.

18. Other content

18.1 The Services may include hyperlinks to other web sites or content or resources. Google may have no control over any web sites or resources which are provided by companies or persons other than Google.

18.2 You acknowledge and agree that Google is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that Google is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

19.1 Google may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Google will make a new copy of the Universal Terms available at <http://www.google.com/accounts/TOS?hl=en> and any new Additional Terms will be made available to you from within, or through, the affected Services.

19.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Google will treat your use as acceptance of the updated Universal Terms or Additional Terms.

20. General legal terms

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

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 Help Center

AdWords Advertising Policies

Search for AdWords Policies

[Policy Home](#)

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.

Targeted Location:

Select a location

Select your ad type:

Text ads

[Editorial & Format »](#)

[Content »](#)

[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](#)

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.

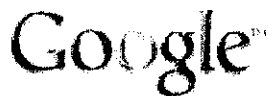
As an overarching rule, all AdWords advertising should follow the same fundamental principles. Ads should:

- 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*

Targeted Location:

Select a location

Select your ad type:

Text ads

Editorial & Format »

- [Accurate Ad Text](#)
- [Capitalization](#)
- [Character Limits](#)
- [Competitive Claims](#)
- [Grammar & Spelling](#)
- [Implied Affiliation](#)
- [Inappropriate Language](#)
- [Prices, Discounts, & Free Offers](#)
- [Proper Names](#)
- [Punctuation & Symbols](#)
- [Repetition](#)
- [Superlatives](#)
- [Target Specific Keywords](#)
- [Trademarks](#)
- [Unacceptable Phrases](#)

Content »

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[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:
Google AdWords 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:
Google AdWords 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>Google AdWords Ads Advertising at affordable costs Visit & then see if right for you! adwords.google.com</p>	<p>Ad uses appropriate spacing, grammar, and symbols.</p>
Incorrect Ad	Incorrect because:
<p>GoogleAdWordsAds 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.

Examples:

If you mention that you are selling socks for 20% off in your ad text, your destination URL should link to a page that clearly displays socks at the discounted price.

Other examples that must be supported include 'Save \$20 on first purchase,' 'free hat with purchase,' and 'DVDs for \$5 each.'

Proper Names

Don't use proper names as keywords.

Sites that promote people-finder services, detective agencies, or other similar services are not permitted to use proper names in ad text or as keywords.

Punctuation & Symbols

Use standard punctuation and symbols.

- Don't use repeated, unnecessary, or gimmicky punctuation or symbols.
- Your title may not contain an exclamation point.
- Your entire ad text may only contain one exclamation point in total.
- The use of symbols, numbers, and letters must adhere to the true meaning of the symbol.

Correct Ad	Correct because:
Advertise with Google Want fast results? Create your campaign today! adwords.google.com	No exclamation point in title. Question mark used appropriately. Only one exclamation point used in entire ad text.
Incorrect Ad	Incorrect because:
	Exclamation point in title. Gimmicky use of asterisks.

<p>U Can Use Google AdWords! Want *fast* results @ low cost?? Make \$ now 4 your business. adwords.google.com</p>	<p>Repeated question marks on second line.</p> <p>Uses symbols to replace words:</p> <ul style="list-style-type: none"> • Letter 'U' instead of 'you' • Symbol '@' instead of 'at' • Symbol '\$' instead of 'money' • Number '4' instead of 'for'
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Repetition

Don't use unnecessary repetition.

Avoid gimmicky repetition of words or phrases.

Correct Ad	Correct because:
<p>Google AdWords CPC Ad Campaigns: Fast, easy, and effective! adwords.google.com</p>	<p>Ad is clear without repetition.</p>
Incorrect Ad	Incorrect because:
<p>Google AdWords Ads Results are fast, fast, fast! Results are fast, fast, fast! adwords.google.com</p>	<p>Gimmicky repetition in phrase 'fast, fast, fast.'</p> <p>Unnecessary repetition of second line of text.</p>

Superlatives

Avoid using generic superlatives.

If your ad contains the comparative or subjective phrases 'best' or '#1,' verification by a third party must be clearly displayed on your website. Third-party verification must come from someone or some group unrelated to your site; customer testimonials do not constitute third-party verification.

For example, if an ad claims to be the 'Best of the

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

	URL
--	-----

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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 »

[Academic Aids](#)

[Aids to Pass Drug Tests](#)

[Alcohol](#)

[Anabolic Steroids](#)

['Anti' and Violence](#)

[Bulk Marketing](#)

[Copyright](#)

[Counterfeit Designer Goods](#)

[Data Entry Affiliates](#)

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[Fireworks and Pyrotechnic Devices](#)

[Gambling](#)

[Hacking and Cracking](#)

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[Miracle Cures](#)

[Mobile Content Services](#)

[Political Advertising](#)

[Prescription Drugs and Related](#)

[Content](#)

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

Content Policy

The policies listed in this section complement our Terms and Conditions and describe Google's advertising policies with regards to products and services. These policies may apply to ads and the content of your site.

Application of our policies will always involve an element of discretion and we reserve the right to reject or approve any ads. As noted in our [Terms & Conditions](#), you represent and warrant that your advertisements and/or website comply with all applicable laws.

Academic Aids

Don't promote unacceptable academic aids.

Advertising is not permitted for academic aids. This includes 'test-taking' services in which someone takes an exam for someone else and academic paper-writing services providing custom/pre-written theses, dissertations, etc.

Aids to Pass Drug Tests

Don't promote aids to pass drug tests.

Advertising is not permitted for the promotion of products designed to help someone pass a drug test. This includes products such as drug cleansing shakes and urine test additives.

Alcohol

Don't promote unacceptable alcohol products.

Restrictions on the promotion of alcohol vary based on local regulations and type of alcoholic product:

- Ads are not permitted to directly promote hard alcohol and liqueurs. This means that hard alcohol

- [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](#)

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- [YouTube: Ads Content Policy](#)
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- [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-

view, auto-surfing, automated ad clicking, and other guaranteed traffic programs.

Miracle Cures

Don't promote miracle cures.

Advertising is not permitted for the promotion of miracle cures, such as 'Cure cancer overnight!'

Mobile Content Services

Mobile content services ads are restricted.

We allow the advertisement of mobile content services only upon certain conditions noted below. Mobile content services include, but are not limited to, sites that promote downloading ringtones, wallpaper, or text messages for predictions, love life advice, news, personality quizzes, or other entertainment services.

Google TV Ads

We allow the advertisement of mobile content services only when the ad clearly and accurately displays the pricing.

Google Audio Ads

We allow the advertisement of mobile content services only when the ad clearly and accurately states the pricing.

Online Ads

We allow the advertisement of mobile content services only when the promoted website clearly and accurately displays the pricing.

All Ad Formats

If your site promotes mobile content services and requires users to submit personal information, your site must prominently display the price and billing interval (such as per week or once per month) on the page where users first enter personal information (such as a name or phone number).

If users sign up to your service by transmitting a code by text message, the price and billing interval must be clearly and prominently displayed beside the code.

If your service is a subscription, you must provide a prominent opt-in checkbox or other clear mechanism indicating that the user knowingly accepts the price and

subscription service. This should be on the first page users enter personal data, and the user should not be able to proceed without opting in.

All of the items above should be located in a prominent place on your webpage and should be easy to find, read, and understand.

Political Advertising

Political advertising is allowed.

We permit political advertisements regardless of the political views they represent. Stating disagreement with or campaigning against a candidate for public office, a political party, or public administration is generally permissible.

However, political ads must not include accusations or attacks relating to an individual's personal life, nor can they advocate against a protected group.

If you're soliciting political donations, your ad's landing page must clearly state that the donations are non-tax-deductible.

Political campaigns and candidates with questions about these policies are encouraged to contact our Elections Team at elections@google.com.

Prescription Drugs and Related Content

The promotion of prescription drugs and related content is restricted.

Google only accepts online pharmacies that are based in the U.S., Canada, the UK, the Republic of Ireland, or Australia.

Online pharmacy in the U.S. and Canada

Google AdWords requires all online pharmacy advertisers and affiliates in the U.S. and Canada to be members of the PharmacyChecker Licensed Pharmacy Program. Ads will not run until a valid PharmacyChecker identification number is provided. To be fair to all of our pharmacy advertisers, we make no exceptions.

Additionally, ad campaigns for prescription drugs can only target the U.S., U.S. territories (American Samoa, Guam, Puerto Rico, U.S. Virgin Islands), and/or Canada; these ads will not be displayed in other countries.

Note that pet pharmacies and affiliates advertising pet prescription drugs are also required to be

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

Back Button

Destination URL

Display URL

Landing Page and Site Quality

Guidelines

Pop-Ups

Site Security

Software Principles

Webmaster Guidelines

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

[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.

servicing

- 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

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