

**THINKING JUICE ADVERTISING LTD**  
**Pay Per Click Services Schedule**  
**(Schedule 3)**  
**LAST UPDATED: 29th May 2012**

**1.0 Definitions**

In this Schedule, unless the context requires otherwise, the definitions contained within the Terms and Conditions shall apply with the following additions:

- 1.1 **“Advertising Network”** means the company where the Pay Per Click adverts are displayed, including (but not limited to). Google, Yahoo! or MSN
- 1.2 **“Campaign Duration”** means any time period agreed between the Customer and the Supplier for the adverts to be placed on the Advertising Network.
- 1.3 **“Budget”** means the target level of spend over an agreed duration for the Supplier to place with the Advertising Network on behalf of the Customer;
- 1.4 **“Keywords”** means the words or phrases used on the Advertising Network which when searched for may display the Customer’s advert
- 1.5 **“Campaign”** means the Budget being placed on the Advertising Network for Keywords on behalf of the Customer for the Campaign Duration
- 1.6 **“Optimisation”** means amendments made to the Campaign with the intention of improving the results

**2.0 Pay Per Click Services:**

2.1 The Customer has agreed one or more of the following options:

- (i) Setup – The setup of a Campaign by the Supplier
- (ii) The Optimisation of a Campaign by the Supplier
- (iii) Ongoing Campaign Optimisation by the Supplier

2.2 In the event that the Supplier creates or has created an account on the Customer’s behalf or the Customer has provided the Supplier with log in details:

- (i) the Supplier will take all reasonable care to guard access to this account and ensure secure access.
- (ii) the Supplier will not be liable in respect of any changes to the account that have not been made by the Supplier, including with respect to any budget or advertisement amendments.

2.3 the Supplier strongly recommends that the Customer does not send passwords or security details via email, unsecure email or other unsecure means.

**3.0 Exclusion of Warranties:**

3.1 The Supplier does not warrant or guarantee the success rate or performance rate of any of its recommendations or Optimisation that is made to the Customer’s Campaign.

3.2 Clicks do not guarantee sales or conversions to business.

**4.0 Reporting**

The Supplier will normally supply Campaign reporting to the Customer on a monthly basis unless an alternative frequency is agreed. The Supplier may also make available access to an online reporting service.

## 5.0 Amendments

- 5.1 Where the Customer requests additional Keywords to be added to or removed from the Campaign, these will normally be added free of charge where they relate to the Customer's products, services or geographical areas already being targeted within the Campaign. Amendment requests which include new products, services or geographical areas may be subject to a setup fee. In this event the Supplier will endeavour to notify the Customer in advance of the work commencing.
- 5.2 The Customer acknowledges that in the course of Optimisation, the Supplier or 3rd party software used by the Supplier, may make amendments to the Campaign which can include:
- (i) changing maximum or minimum bids for Keywords
  - (ii) displaying or not displaying adverts based on certain Keywords
  - (iii) changing the advert text
  - (iv) displaying adverts on additional networks operated by the Advertising Network, such as Google's content network of targeted websites

As optimisation is an ongoing 24/7 activity, these amendments may be made without the Customer's prior knowledge unless the Customer expressly states otherwise in writing to the Supplier.

## 6.0 Budget

Where the Customer has specified a Budget, the Supplier will make all best endeavours to place this amount on the Advertising Network. The Customer acknowledges that this is a target figure and may be affected by issues outside the control of the Supplier. The actual amount spent may be under or over the target Budget. Where the actual amount spent on the Advertising Network exceeds the Budget, the Customer agrees to pay for this excess amount up to a total of 15% of the Budget specified.

## 7.0 Payment and suspension of services

- 7.1 The Customer shall make payment to the Supplier within 30 days of receipt of an invoice from the Supplier, unless different terms have been notified to the Customer by the Supplier.
- 7.2 All payments to be made in pounds sterling and in the manner specified in the Invoice.
- 7.3 The Customer acknowledges that in the event of non or late payment that the Campaign may be suspended. In this event the Supplier shall attempt to notify the Customer prior to the suspension using any of the contact details the Customer has previously supplied.

## 8.0 Fees/Price:

As per Order Form