

GOOGLE LOCAL SERVICES ADS LEADS PROGRAM

Last Updated: November 11, 2022

If you have ordered Google Local Services ads (“LSA”), you agree to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Services Agreement Terms and Conditions governing your Order. By ordering Google LSA, you agree to participate, if eligible, in Google’s LSA leads program (“**Program**”), facilitated by Company, as a separate lead source related to Client’s Search Engine Marketing (“**SEM**”) program with Company.

1. Description of Program. Certain Company SEM customers in select “Home Services” categories may apply to participate in a separate lead-generating ad program provided by Google, in which those accepted by Google into the Program (“**Participants**”) register to receive shared business leads delivered to them via the Program and paid for on Client’s behalf by Company from the total media budget allocated for that Client’s SEM program, and/or from a separate, dedicated budget amount specifically for this Program. Participants will receive LSA leads via phone calls, form-fills, email, text message and/or via a special application downloaded to their mobile devices, through which mobile application the Participants must also manage their availability/readiness to receive leads from the Program. Company will assist eligible Participants to be on-boarded into the Program, including facilitating the set-up of the Participant’s LSA ad campaign from content provided by Participant, and will arrange to pay Google for leads provided to Client via the Program, which cost will be charged against the Client’s SEM monthly media budget based on the actual price-per-lead, plus a standard management fee, during the term of Client’s participation in the Program, which budget amount Client will pay to Company monthly, as invoiced.

2. Eligibility. To be eligible, Participants must pass a background check conducted by a third party (Pinkerton’s or similar) on behalf of Google, for all employees of their business who provide services in customers’ homes or workplaces or other properties and must validate all information in the business’s Google My Business™ business listing service profile. Company will not receive any information from the background checking and will not participate in Program eligibility decisions. Client acknowledges that all decisions as to eligibility to participate in the Program are based on criteria established by Google at its sole discretion, Google is solely responsible for any appeal procedures or explanatory information, if any, including as may be required under the Fair Credit Reporting Act (FCRA) and other applicable laws and regulations, and Client hereby releases Company from any claims related to determining Client’s eligibility to participate in the Program.

3. Onboarding/Participation. By ordering LSA, Client agrees to the Google [LSA program terms](#). Client acknowledges and agrees that in order to participate in the Program, Company will create an account in Google’s LSA interface (“**LSA App**”) on behalf of the Client, and Company will accept Google’s [LSA program terms](#) on Client’s behalf. Client agrees it will not have direct access to the LSA App during the term of its Program managed by Company. Upon termination, cancelation, or expiration of your LSA Program with Company, Company will not, and has no obligation to, transfer account management to Client. Company will direct Client to the link provided by Google or its vendor to obtain the required background checking for Program eligibility. Company will facilitate Client’s provision of content and other business information for the purpose of creating the Client profile and ad(s) for the Program. Client certifies that all information it provides for the purpose of the Program is true and correct, including, without limitation, the specific services that Client provides and for which Client wishes to receive leads from the Program and the specific service areas or geographies that Client can serve. Client represents and warrants that it has the right to use any text, graphics, logos, taglines, slogans, photos, images, videos, or other content provided and to grant Company and Google the right to publish such content in association with Client’s business in the Program. Client must provide a valid email address and mobile phone number that will be associated with Client’s Google LSA account. Client will reasonably cooperate with Company to facilitate ad campaign creation and Program set-up.

4. Budget Cap; Valid Leads; Management Service Fee. Client acknowledges that the Google LSA Program will operate on a budget-based model in which the price for all “valid” leads delivered during the time that Client’s status was set to available to receive leads in the LSA App (as set by Company at Client’s direction) during the previous month will be charged against Client’s monthly budget amount for the Program, plus a management fee. Client

acknowledges that lead prices may vary based on factors like location, business type, job type, and the type of lead. Company will arrange to pay Google the cost for valid leads delivered to Client, up to the budget cap set for Client in the LSA Program (“**LSA Budget Cap**”). Client acknowledges that all leads delivered may be shared leads (not exclusive to Client), understands that all valid leads provided to Client are payable, and will count against Client’s LSA Budget Cap (or monthly media spend amount for SEM), whether or not Client books a job from the lead or converts any lead into a paying customer. Whether a lead delivered via LSA is “**valid**” or chargeable is based on Google’s definition of a “valid” lead, and such determination is at Google’s sole discretion, but Google will consider, upon request from Client, whether Google will provide a refund/credit in the event a lead is delivered that is not for a specific service or product that Client provides, or within Client’s specified service area, or the lead does not contain valid contact information from a potential Client, such as if it is unintelligible, illegible or is a solicitation from a third-party marketing or other service provider rather than a potential client. Client agrees to take responsibility for informing Company within fifteen (15) days of receipt of a lead should Client wish to contest the validity of any particular lead with Google and for what reason based on these factors. Lead pricing may be changed at any time at Google’s sole discretion. Client acknowledges and agrees that while Client is a Participant in the Program, Company will charge a management service fee on top of the cost charged by Google for delivering leads from the LSA Program, similar to that charged by Company for other SEM optimization and media spend management services.

5. Program Term. Client may terminate its participation in the LSA Program by providing written notice to Company to withdraw Client from this source of lead acquisition. Unless/until Client provides notice to terminate earlier, Client’s participation in the Program shall be co-terminus with Client’s SEM product term and shall continue upon renewal of that product (or any equivalent successor product). Company reserves the right to discontinue offering access to the Program at any time, and Client understands and agrees that Google may cease providing the Program at any time or may change the terms of the Program at any time, each without liability to Client.

6. Warranty Disclaimer. **Neither Company nor Google makes any representations, warranties, promises or guarantees regarding the performance or results of the ad campaign or the Google LSA Program offered under this Agreement.**

7. Indemnity; Release/Waiver. Client agrees to indemnify, defend and hold harmless Company from any and all claims arising from or relating to (a) Client’s provision of or failure to provide adequate or appropriate home services to its customers, (b) Client’s violation of any applicable laws, rules, or regulations, and (c) any Client negligence, gross negligence, fraud or willful misconduct. Client waives and releases Company from any and all claims relating to the Program, including without limitation the operation of the Program or any determinations of Client’s eligibility to participate in the Program or the validity of any leads provided via the Program.