

AdSense Terms and Conditions - What has Changed ?

<p>1 1. Program Participation. Participation in the Program is subject to Google prior approval and Your continued compliance with the Program Policies ("Program Policies"), located at https://www.google.com/adsense/policies, or such other URL as Google may provide from time to time. Google reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. By enrolling in the Program, You represent that You are at least 18 years of age and agree that Google may serve third party and/or Google provided advertisements (such Google-served advertisements, collectively, "Ads"), related Google queries and/or Ad search box(es) (collectively, "Links"), Google Web and/or Site search results (collectively, "Search Results"), and/or Google referral Ads ("Referral Buttons") in connection with the Web site(s) that You designate and the Atom, RSS, or other feeds distributed through such Web site(s) (each such Web site or feed, a "Site"). For the avoidance of doubt, any reference in this Agreement or the Program Policies to an individual "Web page", "Web site", "Web site page" or the like that is part of the Site will also mean feeds distributed through such Web site. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Google (including by electronic mail).</p>	<>	<p>1 1. Program Participation. Participation in the Program is subject to Google's prior approval and Your continued compliance with the Program Policies ("Program Policies"), located at https://www.google.com/adsense/policies, and/or such other URL as Google may provide from time to time. Google reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. By enrolling in the Program, You represent that You are at least 18 years of age and agree that Google may serve (a) third party and/or Google provided advertisements and/or other content (such third party provided advertisements, Google provided advertisements and other content, collectively, "Ads"), provided, however, that if Google serves non-compensated content, You will have the ability to opt out of receiving such content as part of the Program, (b) related Google queries and/or Ad search box(es) (collectively, "Links"), (c) Google Web and/or Site search results (collectively, "Search Results"), and/or (d) Google referral Ads ("Referral Buttons"), each in connection with the Web site(s), media player(s), video content and/or mobile content that You designate, or such other properties expressly authorized in writing by Google (including by electronic mail) (such other properties, "Other Properties"), and the Atom, RSS, or other feeds distributed through such Web site(s), media player(s), video content, mobile content and/or Other Properties (each such Web site, media player, video content, mobile content, Other Property or feed, a "Property"). For the avoidance of doubt, any reference in this Agreement or the Program Policies to an individual "Web page", "Web site", "Web site page" or the like that is part of the Property will also mean feeds and media players distributed through such Web site. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Google (including by electronic mail). In some circumstances expressly authorized in writing by Google (including by electronic mail), You may enroll in the Program and create an account for the sole purpose of receiving payment from Google, and not, for purposes of clarification, for the purpose of displaying Ads, Links, Search Results and/or Referral Buttons on a Property. If, however, You subsequently use your</p>
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- 2 * AdSense for Search. If You have elected to receive Search Results, You will display on Your **Site(s)** a Google search box (a "Search Box") in accordance with the specifications provided by Google. **Each Web page(s) that contains a Search Box must also contain other content related to Your Site.** Except for related Google queries, all search queries (including queries entered into an Ad search box) must originate from individual human end users inputting data directly into a Search Box (or Ad search box, as applicable) on Your **Site(s)**. You will send any and all queries (without editing, **modifying, or filtering** such queries individually or in the aggregate) to Google and Google will use commercially reasonable efforts to provide You with corresponding Search Results and/or Ads, as applicable and as available. Search Results and any accompanying Ads will be displayed on Web pages **hosted by Google** (each, a "Search Results Page"), the format, look and feel of **which** may be modified by Google from time to time.
- 3 * AdSense for Content. All content and **Site**-based Ads (and Ads served in response to end user clicks on and queries entered into Links, if any) shall be grouped by Google and displayed with Links (where applicable) to end users of the **Site(s)** as ad units (such groups of Ads and/or Links collectively referred to as "Ad Units") in standard formats as offered generally by Google from time to time, as may be described in the FAQ. You may select a format approved by Google for the display of Ad Units in connection with the **Site(s)**, but You acknowledge and agree that Ads and/or Links: (i) shall only be displayed in connection with the **Site(s)**, each of which is subject to review and approval by Google in its discretion at any time; and (ii) shall be subject to the placement guidelines set forth **herein. In**

Account to participate in the Program (i.e. for the purpose of displaying Ads, Links, Search Results and/or Referral Buttons on a Property), then such use of the Program will be governed by the terms of this Agreement. You must have and abide by an appropriate privacy policy that clearly discloses that third parties may be placing and reading cookies on your users' browser, or using web beacons to collect information, in the course of ads being served on your website. Your privacy policy should also include information about user options for cookie management.

- 2 * AdSense for Search. If You have elected to receive Search Results, You will display on Your **Property(ies)** a Google search box (a "Search Box") in accordance with the specifications provided by Google. Except for related Google queries, all search queries (including queries entered into an Ad search box) must originate from individual human end users inputting data directly into a Search Box (or Ad search box, as applicable) on Your **Property(ies)**. You will send any and all queries (without editing, **filtering, truncating, appending terms to or otherwise modifying** such queries individually or in the aggregate) to Google and Google will use commercially reasonable efforts to provide You with corresponding Search Results and/or Ads, as applicable and as available. Search Results and any accompanying Ads will be displayed on Web pages **that may be hosted by Google** (each, a "Search Results Page"), **and** the format, look and feel of **those Web pages hosted by Google** may be modified by Google from time to time.
- 3 * AdSense for Content. All content and **Property**-based Ads (and Ads served in response to end user clicks on and queries entered into Links, if any) shall be grouped by Google and displayed with Links (where applicable) to end users of the **Property(ies)** as ad units (such groups of Ads and/or Links collectively referred to as "Ad Units") in standard formats as offered generally by Google from time to time, as may be described in the FAQ. You may select a format approved by Google for the display of Ad Units in connection with the **Property(ies)**, but You acknowledge and agree that Ads and/or Links: (i) shall only be displayed in connection with the **Property(ies)**, each of which is subject to review and approval by Google in its discretion at any time; and (ii) shall be subject to the placement guidelines set forth **herein.**

addition, You agree that while You may display more than one (1) Ad Unit on each Site Web page, You shall not display any Ad Unit on a page that contains Ads associated with another Google AdSense customer (e.g., Your Web hosting company), unless authorized to do so by Google.

- 4 * Referrals. If You have elected to use the Google AdSense Referrals feature, You will implement any Referral Buttons on Your Site(s) in accordance with the specifications provided by Google. Each Web page(s) that contains a Referral Button must also contain other content related to Your Site. End users who click on a Referral Button will be directed to a Web page hosted by Google ("Referral Page"), the format, look and feel of which may be modified by Google from time to time. A "Referral Event" will be initiated when an end user clicks on a Referral Button from the Site and will be completed when the referral requirements for the relevant Google product are satisfied in accordance with this Agreement. Such referral requirements, along with the payment amount applicable to the Referral Event, are located at [<https://www.google.com/adsense/referrals>], or such other URL as Google may provide from time to time. You agree to comply with the specifications provided by Google from time to time to enable proper tracking and reporting of Referral Events in connection with Your Site. You shall not promote or facilitate a Referral Event by any means other than displaying a Referral Button on the Site, unless expressly authorized in writing by Google (including by electronic mail).
- 5 * General. You agree not to display on the same Web page in connection with which any Ad Unit, Ad, Link, Search Box, or Referral Button is displayed (a "Serviced Page") any advertisement(s) that an end user of Your Site(s) would reasonably confuse with a Google advertisement or otherwise associate with Google. If You have elected to receive content or Site-based Ads, You further agree not to display on any Serviced Page any non-Google content-targeted advertisement(s). If You have elected to receive Search Results on any Site(s), You agree that Google will be the exclusive provider of Internet search services on such Site(s). Certain Google services available as part of the Program may contain filtering capability, such as SafeSearch or AdSafe, that You may access through Your account. However, if You elect to

- 4 * Referrals. If You have elected to use the Google AdSense Referrals feature, You will implement any Referral Buttons on Your Property(ies) in accordance with the specifications provided by Google. End users who click on a Referral Button will be directed to a Web page that may be hosted by Google ("Referral Page"), and the format, look and feel of those Web pages hosted by Google may be modified by Google from time to time. A "Referral Event" will be initiated when an end user clicks on a Referral Button from the Property and will be completed when the referral requirements for the relevant product are satisfied in accordance with this Agreement. Such referral requirements, along with the payment amount applicable to the Referral Event, are located at <https://www.google.com/adsense/referrals>, or such other URL as Google may provide from time to time. You agree to comply with the specifications provided by Google from time to time to enable proper tracking and reporting of Referral Events in connection with Your Property. You shall not promote or facilitate a Referral Event by any means other than displaying a Referral Button on the Property, unless expressly authorized in writing by Google (including by electronic mail).
- 5 * General; Serviced Pages; Filtering; Beta Features. You agree not to display on the same Web page in connection with which any Ad Unit, Ad, Link, Search Box, or Referral Button is displayed (a "Serviced Page") any advertisement(s) or content that an end user of Your Property(ies) would reasonably confuse with a Google advertisement or otherwise associate with Google. Certain Google services available as part of the Program may contain filtering capability, such as SafeSearch or AdSafe, that You may access through Your account. However, if You elect to enable any such filters, You acknowledge and agree that: (i) it is Your responsibility to enable such features in accordance with the specifications provided by Google, and (ii) Google does not and cannot commit that all results (including Ads, Links and Search Results) will be limited to results elected by enabling such

enable any such filters, You acknowledge and agree that: (i) it is Your responsibility to enable such features in accordance with the specifications provided by Google, and (ii) Google does not and cannot commit that all results (including Ads, Links and Search Results) will be limited to results elected by enabling such filter(s). Google may also include in certain services features which are unsupported under Google's then current technical documentation. Such features are provided "as is" and Your use of them shall be undertaken solely at Your own risk.

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7 5. Prohibited Uses. You shall not, and shall not authorize or encourage any third party to: (i) directly or indirectly generate queries, Referral Events, or impressions of or clicks on any Ad, Link, Search Result, or Referral Button through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software; (ii) edit, modify, filter or

filter(s). Some Program features are identified as "Beta" or otherwise unsupported ("Beta Features"). To the fullest extent permitted by law, Beta Features are provided "as is" and at Your option and risk. You shall not disclose to any third party any information from Beta Features, existence of non-public Beta Features or access to Beta Features.

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* AdSense for Video. If you have elected to use AdSense for Video, Your participation is subject to your continued compliance with the AdSense for Video Program policies located at <http://adsense.google.com/support/bin/answer.py?answer=73987> or the URL as Google may provide from time to time. All Ads (including Ads served in response to end user clicks on and queries entered into Links, if any) shall be (1) grouped by Google and displayed with Links (where applicable) to end users of the Property(ies) as Ad Unit(s) or (2) pre-, post- or interstitial roll in connection with third party video content, in each case in standard formats as offered generally by Google from time to time, as may be further described in the applicable policies. You acknowledge and agree that the Ads will be displayed on the Property in a video format approved by Google, and that such Ads: (i) shall only be displayed in connection with the Property(ies) and non-advertisement video content (collectively "Video Media"), all of which is subject to review and approval by Google in its discretion at any time; and (ii) shall only be requested in connection with end user initiated Video Media. In addition, You agree that You may only display one (1) Ad Unit within Your media player at any single time, unless otherwise approved by Google in writing.

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5. Prohibited Uses. You shall not, and shall not authorize or encourage any third party to: (i) directly or indirectly generate queries, Referral Events, or impressions of or clicks on any Ad, Link, Search Result, or Referral Button (including without limitation by clicking on "play" for any video Ad) through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software; (ii)

change the order of the information contained in any Ad, Link, Ad Unit, Search Result, or Referral Button, or remove, obscure or minimize any Ad, Link, Ad Unit, Search Result, or Referral Button in any way; (iii) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Ad ("Advertiser Page"), any Search Results Page, or any Referral Page; (iv) redirect an end user away from any Advertiser Page, Search Results Page, or Referral Page; provide a version of the Advertiser Page, Search Results Page, or Referral Page that is different from the page an end user would access by going directly to the Advertiser Page, Search Results Page, or Referral Page; intersperse any content between the Ad and the Advertiser Page, between the page containing the Search Box and the Search Results Page, or between the Referral Button and the Referral Page; or otherwise provide anything other than a direct link from an Ad to an Advertiser Page, from the page containing the Search Box to the Search Results Page, or from the Referral Button to the Referral Page; (v) display any Ad(s), Link(s), or Referral Button(s) on any error page, on any registration or "thank you" page (e.g., a page that thanks a user after he/she has registered with the applicable Web site), on any chat page, in any email, or on any Web page or any Web site that contains any pornographic, hate-related, violent, or illegal content; (vi) directly or indirectly access, launch, and/or activate Ads, Links, Search Results, or Referral Buttons through or from, or otherwise incorporate the Ads, Links, Search Results, or Referral Buttons in, any software application, Web site, or other means other than Your Site(s), and then only to the extent expressly permitted by this Agreement (e.g., while Search Results may be indirectly accessed from Your Site(s), they may only be displayed on the appropriate Google-hosted Web page); (vii) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from any Ads, Links, Search Results, or Referral Events, or any part, copy, or derivative thereto; (viii) act in any way that violates any Program Policies posted on the Google Web Site, as may be revised from time to time, or any other agreement between You and Google (including without limitation the Google AdWords

edit, modify, filter, truncate or change the order of the information contained in any Ad, Link, Ad Unit, Search Result, or Referral Button, or remove, obscure or minimize any Ad, Link, Ad Unit, Search Result, or Referral Button in any way without authorization from Google; (iii) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Ad ("Advertiser Page"), any Search Results Page, or any Referral Page; (iv) redirect an end user away from any Advertiser Page, Search Results Page, or Referral Page; provide a version of the Advertiser Page, Search Results Page, or Referral Page that is different from the page an end user would access by going directly to the Advertiser Page, Search Results Page, or Referral Page; intersperse any content between the Ad and the Advertiser Page, between the page containing the Search Box and the Search Results Page, or between the Referral Button and the Referral Page; or otherwise provide anything other than a direct link from an Ad to an Advertiser Page, from the page containing the Search Box to the Search Results Page, or from the Referral Button to the Referral Page; (v) display any Ad(s), Link(s), or Referral Button(s) on any Web page or any Web site that contains any pornographic, hate-related, violent, or illegal content; (vi) directly or indirectly access, launch, and/or activate Ads, Links, Search Results, or Referral Buttons through or from, or otherwise incorporate the Ads, Links, Search Results, or Referral Buttons in, any software application, Web site, or other means other than Your Property(ies), and then only to the extent expressly permitted by this Agreement; (vii) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from any Ads, Links, Search Results, or Referral Events, or any part, copy, or derivative thereto; (viii) act in any way that violates any Program Policies posted on the Google Web Site, as may be revised from time to time, or any other agreement between You and Google (including without limitation the Google AdWords program terms); (ix) disseminate malware; (x) create a new account to use the Program after Google has terminated this Agreement with You as a result of your breach of this Agreement; or (xi) engage in any action or practice that reflects poorly on Google or otherwise disparages or devalues Google's reputation or goodwill. You acknowledge that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that we may pursue any and all

program terms), or engage in any action or practice that reflects poorly on Google or otherwise disparages or devalues Google's reputation or goodwill. You acknowledge that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that we may pursue any and all applicable legal and equitable remedies against You, including an immediate suspension of Your account or termination of this Agreement, and the pursuit of all available civil or criminal remedies.

8 8. No Guarantee. Google makes no guarantee regarding the level of impressions of Ads or clicks on any Ad or Referral Button, the timing of delivery of such impressions and/or clicks, the completion of Referral Events, or the amount of any payment to be made to You under this Agreement.

9 11. Payment. You shall receive a payment related to the number of valid clicks on Ads, valid impressions of Ads, and/or valid completions of Referral Events initiated through Referral Buttons displayed in connection with Your Site(s), in each case as determined by Google for its participants in the Program. If You have elected to receive Search Results, this payment will be offset by fees applicable to Search Results. Unless otherwise agreed to by the parties in writing (including by electronic mail), payments to You shall be sent by Google within approximately thirty (30) days after the end of each calendar month that Ads or Referral Buttons are running on Your Site or that Ads are running on Search Results Pages if Your earned balance is \$100 or more. In the event the Agreement is terminated, Google shall pay Your earned balance to You within approximately ninety (90) days after the end of

applicable legal and equitable remedies against You, including an immediate suspension of Your account or termination of this Agreement, and the pursuit of all available civil or criminal remedies.

8 8. No Guarantee. Google makes no guarantee regarding the level of impressions of Ads or clicks on any Ad or Referral Button, the timing of delivery of such impressions and/or clicks, the completion of Referral Events, or the amount of any payment to be made to You under this Agreement. In addition, for the avoidance of doubt, Google does not guarantee the Program will be operable at all times or during any down time (i) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Your equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond Google's (or its wholly owned subsidiaries') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Google (or its wholly owned subsidiaries) or Your servers are located or co-located.

9 11. Payment. You shall receive a payment related to the number of valid clicks on Ads, the number of valid impressions of Ads, the number of valid completions of Referral Events initiated through Referral Buttons displayed in connection with Your Property(ies), and/or other events performed in connection with the display of Ads on Your Property(ies), in each case as determined by Google for its participants in the Program. If You have elected to receive Search Results, this payment will be offset by fees applicable to Search Results. Unless otherwise agreed to by the parties in writing (including by electronic mail), payments to You shall be sent by Google within approximately thirty (30) days after the end of each calendar month that Ads or Referral Buttons are running on Your Property or that Ads are running on Search Results Pages if Your earned balance is US \$100 or more. In the event the Agreement is terminated, Google shall pay Your earned balance to You within

the calendar month in which the Agreement is terminated by You (following Google's receipt of Your written request, including by email, to terminate the Agreement) or by Google. In no event, however, shall Google make payments for any earned balance less than \$10. Notwithstanding the foregoing, Google shall not be liable for any payment based on: (a) any amounts which result from invalid queries, invalid Referral Events, or invalid clicks or impressions on Ads generated by any person, bot, automated program or similar device, as reasonably determined by Google, including without limitation through any clicks or impressions (i) originating from Your IP addresses or computers under Your control, (ii) solicited by payment of money, false representation, or request for end users to click on Ads, or (iii) solicited by payment of money, false representation, or any illegal or otherwise invalid request for end users to complete Referral Events; (b) Ads or Referral Buttons delivered to end users whose browsers have JavaScript disabled; (c) Ads benefiting charitable organizations and other placeholder or transparent Ads that Google may deliver; (d) Google advertisements for its own products and/or services (excluding payments based on completed Referral Events); or (e) clicks co-mingled with a significant number of invalid clicks described in (a) above, or as a result of any breach of this Agreement by You for any applicable pay period. Google reserves the right to withhold payment or charge back Your account due to any of the foregoing or any breach of this Agreement by You, pending Google's reasonable investigation of any of the foregoing or any breach of this Agreement by You, or in the event that an advertiser whose Ads are displayed in connection with Your Site(s) defaults on payment for such Ads to Google. In addition, if You are past due on any payment to Google in connection with any Google program (including without limitation the Google AdWords program), Google reserves the right to withhold payment until all outstanding payments have been made or to offset amounts owed to You in connection with the Program by amounts owed by You to Google. To ensure proper payment, You are solely responsible for providing and maintaining accurate contact and payment information associated with Your account. For U.S. taxpayers, this information includes without limitation a

approximately ninety (90) days after the end of the calendar month in which the Agreement is terminated by You (following Google's receipt of Your written request, including by email, to terminate the Agreement) or by Google. In no event, however, shall Google make payments for any earned balance less than US \$10. Notwithstanding the foregoing, Google shall not be liable for any payment based on: (a) any amounts which result from invalid queries, invalid Referral Events, or invalid clicks or impressions on Ads generated by any person, bot, automated program or similar device, as reasonably determined by Google, including without limitation through any clicks or impressions (i) originating from Your IP addresses or computers under Your control, (ii) solicited by payment of money, false representation, or request for end users to click on Ads, or (iii) solicited by payment of money, false representation, or any illegal or otherwise invalid request for end users to complete Referral Events; (b) Ads or Referral Buttons delivered to end users whose browsers have JavaScript disabled; (c) Ads benefiting charitable organizations and other placeholder or transparent Ads that Google may deliver; or (d) clicks co-mingled with a significant number of invalid clicks described in (a) above, or as a result of any breach of this Agreement by You for any applicable pay period. Google reserves the right to withhold payment or charge back Your account due to any of the foregoing or any breach of this Agreement by You, pending Google's reasonable investigation of any of the foregoing or any breach of this Agreement by You, or in the event that an advertiser whose Ads are displayed in connection with Your Property(ies) defaults on payment for such Ads to Google. In addition, if You are past due on any payment to Google in connection with any Google program (including without limitation the Google AdWords program), Google reserves the right to withhold payment until all outstanding payments have been made or to offset amounts owed to You in connection with the Program by amounts owed by You to Google. To ensure proper payment, You are solely responsible for providing and maintaining accurate address and other contact information as well as payment information associated with Your account. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information includes without limitation either a signed certification that the taxpayer does not have U.S. Activities (as

valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information includes without limitation either a signed certification that the taxpayer does not have U.S. Activities (as described on the Google AdSense: Tax Information Page located at <https://www.google.com/adsense/taxinfo>, or such other URL as Google may provide from time to time) or a fully-completed Form W-8 or other form, which may require a valid U.S. tax identification number, as required by the U.S. tax authorities. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment.

- 10 You agree to pay all applicable taxes or charges imposed by any government entity in connection with Your participation in the Program. Google may change its pricing and/or payment structure at any time. If You dispute any payment made under the Program, You must notify Google in writing within thirty (30) days of any such payment; failure to so notify Google shall result in the waiver by You of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by Google. No other measurements or statistics of any kind shall be accepted by Google or have any effect under this Agreement. The payments made under this Agreement are for use by You only and may not be transferred or in any manner passed on to any third party (i.e., distributed to Sites managed by You that require separate payments) unless expressly authorized in writing by Google (including by electronic mail).

described on the Google AdSense: Tax Information Page located at <https://www.google.com/adsense/taxinfo>, or such other URL as Google may provide from time to time) or a fully-completed Form W-8 or other form, which may require a valid U.S. tax identification number, as required by the U.S. tax authorities. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment.

- 10 You agree to pay all applicable taxes or charges imposed by any government entity in connection with Your participation in the Program. Google may change its pricing and/or payment structure at any time. If You dispute any payment made under the Program, You must notify Google in writing within thirty (30) days of any such payment; failure to so notify Google shall result in the waiver by You of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by Google. No other measurements or statistics of any kind shall be accepted by Google or have any effect under this Agreement. The payments made under this Agreement are for use by You only and may not be transferred or in any manner passed on to any third party (i.e., distributed to Properties managed by You that require separate payments) unless expressly authorized in writing by Google (including by electronic mail). From time to time Google may be holding funds, payments and other amounts due to You in connection with the AdSense Program. You acknowledge and agree that Google may, without further notice to You, contribute to a charitable organization selected by Google all funds, payments and other amounts related to the AdSense Program that are held by Google and that are due to you (if any), but which Google is unable to pay or deliver to You because Your account is Inactive (as defined below). "Inactive" means that, based on Google's records: (a) for a period of two (2) years or more You have not logged into your account or accepted funds, payments or other amounts that Google has attempted to pay or deliver to You, and (b) Google has been unable to reach You, or has not received adequate payment instructions from You, after contacting You at the address shown in Google's records.

11 13. Representations and Warranties. You represent and warrant that (a) all of the information provided by You to Google to enroll in the Program is correct and current; (b) You are the owner of each Site or that You are legally authorized to act on behalf of the owner of such Site(s) for the purposes of this Agreement and the Program; (c) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (d) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in Your performance of any acts hereunder. You further represent and warrant that each Site and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.

12 17. Miscellaneous. This Agreement shall be governed by the laws of California, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Santa Clara County, California. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by Google. The

11 13. Representations and Warranties. You represent and warrant that (a) all of the information provided by You to Google to enroll in the Program is correct and current; (b) You are the owner of each Property or You are legally authorized to act on behalf of the owner of such Property(ies) for the purposes of this Agreement and the Program; (c) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (d) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in Your performance of any acts hereunder. In addition, to the extent that Your Site is a media player (1) You represent and warrant that You have a valid license to use and distribute such media player (including all content therein, including without limitation any Ads or Ad Units) for the purposes of this Agreement and the Program; and (2) You shall ensure that any media player(s) that constitute the Site shall comply with the terms and conditions set forth herein. You further represent and warrant that each Property and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.

12 17. Miscellaneous. This Agreement shall be governed by the laws of California, except for its conflicts of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The parties agree that they will try in good faith to settle within thirty (30) days any dispute relating to this Agreement ("Dispute"). If the Dispute is not resolved within thirty (30) days after such Dispute arose, the Dispute must be resolved by arbitration. The arbitration will be submitted to the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") and conducted in accordance with the Expedited Commercial Rules of the AAA in force as of the date of this Agreement ("Rules"). There will be one arbitrator selected by

failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Google. Notwithstanding the foregoing, Google may assign this Agreement to any affiliate at any time without notice. The relationship between Google and You is not one of a legal partnership relationship, but is one of independent contractors.

mutual agreement of the parties. The arbitration will be conducted in English and the place of arbitration will be in Santa Clara County, California, USA. Either party may, without waiving any remedy under this Agreement, apply to any court having jurisdiction for any interim, provisional or injunctive relief necessary to protect the rights or property of that party until the arbitration award is rendered or the Dispute is otherwise resolved. Any decision rendered by the arbitral tribunal will be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The arbitral tribunal will be empowered to order equitable or injunctive relief consistent with the remedies and limitations set forth in this Agreement. The parties agree that all arbitral proceedings conducted pursuant to this Section, including the existence of any arbitral proceedings and information disclosed in the course of such arbitral proceedings, will be considered confidential information not to be disclosed to third parties. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as is necessary to seek enforcement of any award rendered by the arbitral tribunal or to seek any relief permitted under the terms hereof. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by Google. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Google. Notwithstanding the foregoing, Google may assign this Agreement to any affiliate at any time without notice. The relationship between Google and You is not one of a legal partnership relationship, but is one of independent contractors.