

https://www.google.com/adsense/new/localized-terms

**1.欢迎使用AdSense！**

感谢您对我们的搜索和广告服务（以下简称“服务”）的关注！

使用我们的服务，即表示您同意（1）这些服务条款，（2）AdSense计划政策，包括但不限于内容政策，网站站长质量准则，广告实施政策和欧盟用户同意 政策（统称“ AdSense政策”）和（3）Google品牌指南（统称“ AdSense条款”）。 如果发生冲突，这些服务条款将优先于以上编号（2）和（3）列举的政策和指南中的任何其他条款。 请仔细阅读这些服务条款和其他AdSense条款。

在本服务条款中，“您”或“发布者”是指使用服务的个人或实体（和/或任何个人，代理，雇员，代表，网络，母公司，子公司，关联企业，后继者，相关实体，或代表您，在您的指示下，在您的控制下或在控制您的同一个人或实体的指示或控制下行事的所有其他个人或实体）。 “我们”，“我们”或“ Google”是指Google LLC，“当事人”是指您和Google。

**2.访问服务；AdSense帐户**

您对服务的使用取决于您的创建以及我们对AdSense帐户（“帐户”）的批准。 我们有权拒绝或限制您对服务的访问。为了验证您的帐户，我们可能会不时要求您提供其他信息，包括但不限于验证您的姓名，地址和其他标识信息。如果您是个人，则提交使用服务的应用程序表示您已经年满18岁。您可能只有一个帐户。如果您（包括您所控制或控制的帐户）创建了多个帐户，则根据以下规定，您将无权向Google进一步付款，并且您的帐户将被终止。

注册AdSense，即表示您允许Google投放（i）广告和其他内容（以下简称“广告”），（ii）Google搜索框和搜索结果，以及（iii）相关搜索查询和指向您网站的其他链接 ，移动应用程序，媒体播放器，移动内容或Google批准的其他所有权。此外，您授予Google权利，包括通过自动方式访问，索引和缓存资源或其任何部分，Google可能拒绝提供服务的所有权。

作为软件应用程序访问我们服务的任何资源（a）可能需要Google书面批准，并且（b）必须遵守Google的软件原则。

**3.使用我们的服务**

您只能在AdSense条款和所有适用法律允许的范围内使用我们的服务。不要滥用我们的服务。例如，请勿干扰我们的服务或尝试使用我们提供的界面说明以外的方法来访问它们。

您可以随时通过从媒体资源中删除相关代码来停止使用任何服务。

**4. Changes to our Services; Changes to the AdSense Terms**

We are constantly changing and improving our Services. We may add or remove functionalities or features of the Services at any time, and we may suspend or stop a Service altogether.  
We may modify the AdSense Terms at any time. We'll post any modifications to the AdSense Terms on this page and any modifications to the AdSense Policies or the Google Branding Guidelines on their respective pages. Changes will generally become effective 30 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don't agree to any modified terms in the AdSense Terms, you'll have to stop using the affected Services.

**4.我们服务的变更；AdSense条款变更**

我们正在不断改变和改善我们的服务。 我们可能会随时添加或删除服务的功能或特性，并且我们可能会完全暂停或停止服务。

我们可能会随时修改AdSense条款。 我们将在此页面上发布对服务条款的任何修改，并在其相应页面上发布对AdSense政策或Google品牌指南的任何修改。更改通常会在发布后14天生效。但是，针对服务的新功能的更改或出于法律原因所做的更改将立即生效。如果您不同意AdSense条款中的任何修改条款，则必须停止使用受影响的服务。

**5. Payment**

Subject to this Section and Section 6 of these Terms of Service, you will receive a payment related to the number of valid clicks on Ads displayed on your Properties, the number of valid impressions of Ads displayed on your Properties, or other valid events performed in connection with the display of Ads on your Properties, only if and when Google determines that your Properties have remained in compliance with the AdSense Terms (including all AdSense Policies as identified in Section 1 above) for the entirety of the period for which payment is made and through to the date that the payment is issued.

If your Account is in good standing through to the time when Google issues you a payment, we will pay you by the end of the calendar month following any calendar month in which the balance reflected in your Account equals or exceeds the applicable payment threshold. If Google is investigating your compliance with the AdSense Terms or you have been suspended or terminated, your payment may be delayed or withheld. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information in your Account.

If you implement search Services, our payments may be offset by any applicable fees for such Services. In addition, Google may (a) withhold and offset any payments owed to you under the AdSense Terms against any fees you owe us under the AdSense Terms or any other agreement, or (b) require you to refund us within 30 days of any invoice any amounts we may have overpaid to you in prior periods. You are responsible for any charges assessed by your bank or payment provider.

Unless expressly authorized in writing by Google, you may not enter into any type of arrangement with a third party where that third party receives payments made to you under the AdSense Terms or other financial benefit in relation to the Services.

Payments will be calculated solely based on Google's accounting. You acknowledge and agree that you are only entitled to payment for your use of the Services for which Google has been paid; if, for any reason, Google does not receive payment from an advertiser or credits such payment back to an advertiser, you are not entitled to be paid for any associated use of the Services. Additionally, if an advertiser whose Ads are displayed on any Property defaults on payment to Google, we may withhold payment or charge back your Account.

Google has the right to withhold or adjust payments to you to exclude any amounts Google determines arise from invalid activity. Invalid activity includes, but is not limited to, (i) spam, invalid clicks, invalid impressions , invalid queries, invalid conversions, or other invalid events on Ads generated by any person, bot, automated program or similar device, including through any clicks or impressions, queries, conversions, or other events originating from your IP addresses or computers under your control; (ii) clicks, impressions, queries, conversions, or other events solicited or generated by payment of money, false representation, or requests for end users to click on Ads or take other actions; (iii) Ads served to end users whose browsers have JavaScript disabled or who are otherwise tampering with ad serving or measurement; (iv) any click, impression, query, conversion, or other event occurring on a Property that does not comply with the AdSense Policies; (v) any click, impression, query, conversion, or other event occurring on a Property associated with another AdSense Account you use; and (vi) all clicks, impressions, queries, conversions, or other events in any Account with significant amounts of invalid activity, as described in (i-v) above or with the types of invalid activity indicating intentional misconduct. In the event Google detects invalid activity, either before or after issuing a payment for that activity, Google reserves the right to debit your Account, and adjust future payments accordingly, for all invalid clicks, impressions, queries, conversions, or other events including for all clicks, impressions, queries, conversions, or other events on Properties that do not comply with the AdSense Policies.

Additionally, Google may refund or credit advertisers for some or all of the advertiser payments associated with a publisher's Account. You acknowledge and agree that, whenever Google issues such refunds or credits, you will not be entitled to receive any payment for any associated use of the Services.

**5.付款**

根据本服务条款的第6节，您将收到与您在媒体资源上显示的广告的有效点击次数，在媒体资源中显示的广告的有效展示数或在Google中执行的其他有效事件相关的付款，这也与在您的媒体资源上显示广告有关，只有当Google确定在整个付款期间内您的媒体资源都一直遵守AdSense条款（包括上述第1节中确定的所有AdSense政策）时，直到付款的日期。

如果您的帐户在Google发出付款之前一直保持良好状态，那么我们将在您帐户中反映的余额等于或超过适用付款最低限额时的下一个日历月末向您付款。如果Google正在调查您是否遵守AdSense条款，或者您已被暂停或终止，则付款可能会被延迟或扣留。为了确保正确付款，您有责任在您的帐户中提供并维护准确的联系方式和付款信息。

如果您实施搜索服务，则我们的付款可能会被此类服务的任何适用费用所抵消。此外，Google可以（a）从AdSense条款或任何其他协议中根据您欠我们的任何费用中扣留和抵消您根据AdSense条款所欠您的任何付款，或者（b）要求您在收到任何发票后的30天内退还我们我们在先前期间多付给您的任何金额。您应对银行或付款提供商评估的任何费用负责。

除非得到Google的书面明确授权，否则您不得与第三方进行任何形式的合约，即使该第三方收到根据AdSense条款或与服务相关的其他财务利益向您付款。

付款将仅根据Google的会计计算。您承认并同意，您仅有权使用已向Google付费的服务；如果出于任何原因Google没有收到来自广告商的付款或将付款退还给广告商，则您无法因使用服务而获得付款。此外，如果在任何媒体资源上展示广告的广告客户向Google付款违约，我们可能会扣款或从您的帐户中扣款。

Google有权扣留或调整对您的付款，以排除Google确定由无效活动引起的任何金额。无效活动包括但不限于（i）垃圾邮件，无效点击，无效展示，无效查询，无效转换，或其他任何人，机器人，自动程序或类似设备在广告上生成的其他无效事件，包括通过任何点击，展示，查询，转化或其他事件，这些事件源自您的IP地址或您控制下的计算机； （ii）因付款，虚假陈述或要求最终用户点击广告或采取其他行动而招揽或产生的点击，展示，查询，转化或其他事件； （iii）向最终用户提供的广告，这些用户的浏览器已禁用JavaScript或以其他方式篡改了广告投放或评估； （iv）在不符合AdSense合作规范的媒体资源上发生的任何点击，展示，查询，转化或其他事件； （v）与您使用的另一个AdSense帐户相关联的媒体资源发生的任何点击，展示，查询，转化或其他事件； （vi）如上文（i-v）所述，任何帐户中具有大量无效活动的所有点击，展示，查询，转化或其他事件，或无效活动的类型表明有意进行不当行为。如果Google在为无效活动付款之前或之后检测到无效活动，则Google保留针对所有无效点击，展示，查询，转化或其他事件（包括不符合AdSense合作规范的所有点击，展示，查询，转化或其他事件）。

此外，对于与发布者的帐户相关联的部分或全部广告客户付款，Google可以退款或贷记广告客户。您承诺并同意，每当Google发出此类退款或信用额时，您都无权就任何与服务相关的使用获得任何付款。

**6. Termination, Suspension, and Entitlement to Further Payment**

Google may at any time, without providing a warning or prior notice, temporarily suspend further payments on your Account, suspend or terminate the participation of any Property in the Services, or suspend or terminate your Account because of, among other reasons, invalid activity or your failure to otherwise fully comply with the AdSense Policies. Google can terminate your participation in the Services, and close your Account, if your Account remains inactive for a period of 6 or more consecutive months. If Google closes your Account due to inactivity, and the balance reflected in your Account equals or exceeds the applicable threshold, we will pay you that balance, subject to our payment provisions in Section 5. If Google closes your Account due to inactivity, you will not be prevented from submitting a new application to use the Services.

If Google terminates your Account due to your breach of the AdSense Terms, including, but not limited to, your causing or failing to prevent invalid activity on any Property, or your failure to otherwise fully comply with the AdSense Policies, you will not be entitled to any further payment from Google for any prior use of the Services. If you breach the AdSense Terms or Google suspends or terminates your Account, you (i) are prohibited from creating a new Account, and (ii) may not be permitted to monetize content on other Google products. If you dispute any payment made or withheld relating to your use of the Services, or, if Google terminates your Account and you dispute your termination, you must notify Google within 30 days of any such payment, non-payment, or termination by submitting an appeal . If you do not, any claim related to the disputed payment or your termination is waived.

You may terminate your use of the Services at any time by completing the account cancellation process. Your AdSense Account will be considered terminated within 10 business days of Google's receipt of your notice. If you terminate your Account and the balance reflected in your Account equals or exceeds the applicable threshold, we will pay you that balance, subject to the payment provisions in Section 5, within approximately 90 days after the end of the calendar month in which you terminated your use of the Services. Any balance reflected in your Account below the applicable threshold will remain unpaid.

**6.** **终止、暂停和进一步付款的权利**

谷歌可以在任何时候，在不提供警告或事先通知的情况下，暂时暂停对您账户的进一步付款，暂停或终止任何财产参与服务，暂停或终止您的账户，除其他原因外，由于无效活动或您未能完全遵守AdSense政策。如果您的帐户连续6个月或更长时间处于非活动状态，则Google可以终止您对服务的参与并关闭您的帐户。如果Google由于闲置而关闭了您的帐户，并且您帐户中反映的余额等于或超过适用的门槛，我们将按照第5节中的付款规定向您支付该余额。即使Google由于闲置而关闭了您的帐户，也不会阻止您提交新的应用程序来使用服务。

如果Google因违反AdSense条款而终止了您的帐户，包括但不限于您导致或未能防止对任何媒体资源进行无效活动，或者您未能完全遵守AdSense政策，则您无权谷歌就此服务的任何先前使用向其支付的任何其他款项。如果您违反AdSense条款或Google暂停或终止了您的帐户，则（i）禁止您创建新帐户，并且（ii）不得被允许通过其他Google产品上的内容获利。

如果您对与使用服务有关的任何付款或预付款有异议，或者，如果Google终止了您的帐户，并且您对终止本协议提出异议，则必须在付款，未付款或终止后30天内通过提交上诉。如果您不这样做，则与争议相关的付款或您的终止有关的任何索赔都将被免除。

您可以通过取消账户随时终止对服务的使用。您的AdSense帐户将在Google收到您的通知后的10个工作日内被视为终止。如果您终止帐户，并且帐户中反映的余额等于或超过适用的门槛，我们将根据第5节中的付款规定，在您终止帐户的日历月结束后约90天内向您支付该余额您对服务的使用。您帐户中反映的低于适用阈值的任何余额将保持未付款状态。

**7. Taxes**

As between you and Google, Google is responsible for all taxes (if any) associated with the transactions between Google and advertisers in connection with Ads displayed on the Properties. You are responsible for all taxes (if any) associated with the Services, other than taxes based on Google's net income. All payments to you from Google in relation to the Services will be treated as inclusive of tax (if applicable) and will not be adjusted. If Google is obligated to withhold any taxes from its payments to you, Google will notify you of this and will make the payments net of the withheld amounts. Google will provide you with original or certified copies of tax payments (or other sufficient evidence of tax payments) if any of these payments are made by Google.

**7.税收**

在您与Google之间，Google应对Google与广告客户在“媒体资源”上显示的广告之间的交易相关的所有税费（如有）负责。 您需要承担与服务相关的所有税费（如有），但不包括基于Google净收入的税费。 Google向您支付的与服务有关的所有款项将被视为含税（如果适用），并且不会进行调整。

**8. Testing**

You authorize Google to periodically conduct tests that may affect your use of the Services. To ensure the timeliness and validity of test results, you authorize Google to conduct such tests without notice.

**8.测试**

您授权Google定期进行可能会影响您对服务使用的测试。为了确保测试结果的及时性和有效性，您授权Google进行此类测试，恕不另行通知。

**9. Intellectual Property; Brand Features**

Other than as set out expressly in the AdSense Terms, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party or to the other party's licensors.

If Google provides you with software in connection with the Services, we grant you a non-exclusive, non-sublicensable license for use of such software. This license 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 AdSense Terms. Other than distributing content via the AdMob SDK, you may not copy, modify, distribute, sell, or lease any part of our Services or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. You will not remove, obscure, or alter Google's copyright notice, Brand Features, or other proprietary rights notices affixed to or contained within any Google services, software, or documentation.

We grant you a non-exclusive, non-sublicensable license to use Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Features") solely in connection with your use of the Services and in accordance with the AdSense Terms. We may revoke this license at any time. Any goodwill arising from your use of Google's Brand Features will belong to Google.

We may include your name and Brand Features in our presentations, marketing materials, customer lists and financial reports.

**9.知识产权；品牌特征**

除协议明确规定外，任何一方均不会获得另一方或另一方许可人的任何知识产权的任何权利，包括所有权或其他权益。

如果Google为您提供与服务相关的软件，则我们授予您使用该软件的非专有，非可分许可。该许可的唯一目的是使您能够以协议允许的方式使用Google所提供的服务并享受其利益。除了通过AdMob SDK分发内容外，除非法律禁止这些限制，否则您不得复制，修改，分发，出售或租赁我们服务或随附软件的任何部分，也不得进行反向工程或尝试提取该软件的源代码。除非您获得我们的书面许可。您将不能删除，遮盖或更改任何Google服务，软件或文档中随附的或包含在其中的Google版权声明，品牌特征或其他所有权声明。

我们授予您非排他性的，非可分许可，以仅与您对服务的使用以及在以下情况下的使用有关来使用Google的商标名称，商标，服务标记，徽标，域名和其他独特的品牌特征（以下简称“品牌特征”）遵守AdSense条款。我们可以随时吊销此许可证。您使用Google品牌特征所产生的任何商誉均应归Google所有。

我们可能会在演示文稿，营销材料，客户列表和财务报告中包括您的姓名和品牌特征。

**10. Privacy**

Our privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policy. You and Google also agree to the Google Ads Controller-Controller Data Protection Terms. You will ensure that at all times you use the Services, the Properties have a clearly labeled and easily accessible privacy policy that provides end users with clear and comprehensive information about cookies, device-specific information, location information and other information stored on, accessed on, or collected from end users' devices in connection with the Services, including, as applicable, information about end users' options for cookie management. You will use commercially reasonable efforts to ensure that an end user gives consent to the storing and accessing of cookies, device-specific information, location information or other information on the end user's device in connection with the Services where such consent is required by law.

**10.隐私权**

我们的隐私权政策说明了当您使用我们的服务时，我们如何处理您的个人数据并保护您的隐私。使用我们的服务，即表示您同意Google可以根据我们的隐私政策使用此类数据。您和Google也同意遵守Google Ads Controller-Controller数据保护条款。

您将确保在任何时候使用服务时，这些资源均具有清晰标记且易于访问的隐私权政策，该政策可为最终用户提供有关Cookie的明确而全面的信息，特定于设备的信息，位置信息以及其他可在以下位置访问的信息：与服务相关的最终用户设备中收集的信息，包括（如适用）有关最终用户cookie管理选项的信息。您将在商业上做出合理的努力，以确保最终用户同意在法律要求此类服务的情况下，同意在与服务相关的最终用户设备上存储和访问Cookie，特定于设备的信息，位置信息或其他信息。 。

**11. Confidentiality**

You agree not to disclose Google Confidential Information without our prior written consent. "Google Confidential Information" includes: (a) all Google software, technology and documentation relating to the Services; (b) click-through rates or other statistics relating to Property performance as pertaining to the Services; (c) the existence of, information about, or the terms of, any non-public beta or experimental features in a Service; and (d) any other information made available by Google that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. Google Confidential Information does not include information that you already knew prior to your use of the Services, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party. Notwithstanding this Section 11, you may accurately disclose the amount of Google's gross payments resulting from your use of the Services.

**11.保密性**

您同意未经我们事先书面同意不透露Google机密信息。 “ Google机密信息”包括：（a）与服务有关的所有Google软件，技术和文档；（b）与服务相关的与物业绩效相关的点击率或其他统计数据；（c）服务中存在任何非公开Beta或实验性功能，有关信息或条款；（d）Google提供的其他任何标记为机密的信息，或在提供该信息的情况下通常被视为机密的信息。 Google机密信息不包括您在使用服务之前就已经知道的信息，这些信息不会因您的过错而公开，由您独立开发或由第三方合法提供给您。尽管有第11条的规定，您仍可以准确披露因使用服务而产生的Google总付款金额。

**12. Indemnity**

You agree to indemnify and defend Google, its affiliates, agents, and advertisers from and against any and all third-party claims and liabilities arising out of or related to the Properties, including any content served on the Properties that is not provided by Google, your use of the Services, or your breach of any term of the AdSense Terms. Google's advertisers are third-party beneficiaries of this indemnity.

**12.赔偿**

您同意就因财产引起的或与之相关的任何及所有第三方索赔和责任，包括在Google财产上未提供的任何内容，向Google或其关联公司，代理商和广告商进行赔偿，并为其提供辩护； 您对服务的使用或您违反AdSense条款的任何条款。 Google的广告客户是这项赔偿的第三方受益人。

**13. Representations; Warranties; Disclaimers**

You represent and warrant that (i) you have full power and authority to enter into the AdSense Terms; (ii) you are the owner of, or are legally authorized to act on behalf of the owner of, each Property; (iii) you are the technical and editorial decision maker in relation to each Property on which the Services are implemented and you have control over the way in which the Services are implemented on each Property; (iv) Google has never previously terminated or otherwise disabled an AdSense account created by you due to your breach of the AdSense Terms, including due to invalid activity; (v) entering into or performing under the AdSense Terms will not violate any agreement you have with a third party or any third-party rights; and (vi) all of the information provided by you to Google is correct and current.

OTHER THAN AS EXPRESSLY SET OUT IN THEADSENSE TERMS, WE DO NOT MAKE ANY PROMISES ABOUT THE SERVICES. FOR EXAMPLE, GOOGLE MAY REFUSE TO SERVE, AS APPLICABLE, (i) ADVERTISEMENTS AND OTHER CONTENT ("ADS"), (ii) GOOGLE SEARCH BOXES AND SEARCH RESULTS, AND (iii) RELATED SEARCH QUERIES AND OTHER LINKS TO YOUR PROPERTIES. WE DO NOT GUARANTEE THAT EVERY PAGE WILL RECEIVE ADS OR THAT GOOGLE WILL SERVE A CERTAIN NUMBER OF ADS. ADDITIONALLY, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR PROFITABILITY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE EACH SERVICE "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. WE EXPRESSLY DISCLAIM THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH STATUTORY WARRANTIES OR CONDITIONS APPLY AND CANNOT BE EXCLUDED, TO THE EXTENT TO WHICH GOOGLE IS ALLOWED, GOOGLE LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE WARRANTIES OR CONDITIONS TO, AT GOOGLE'S OPTION, THE SUPPLYING OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

Nothing in this AdSense Terms, including Sections 11, 12 and 13, 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 Google's liability will be limited to the maximum extent permitted by law.

**13.陈述；担保；免责声明**

您声明并保证（i）您拥有签署AdSense条款的全部权力和权限；（ii）您是财产所有者，或被合法授权代表的财产所有者行事； （iii）您是在其上实施服务的每个财产的技术和编辑决策者，并且您可以控制在每个财产上实施服务的方式； （iv）由于您违反AdSense条款（包括无效活动），Google从未终止或禁用您创建的AdSense帐户； （v）签订或执行AdSense条款不会违反您与第三方达成的任何协议或任何第三方权利； （vi）您提供给Google的所有信息都是正确和最新的。

除明确规定的其他条款外，我们对服务不做任何承诺。举例来说，Google可能会拒绝提供（i）广告和其他内容（“广告”），（ii）Google搜索框和搜索结果，以及（iii）与您的房地产相关的搜索查询和其他链接。我们不保证每个页面都可以接收广告，也不保证GOOGLE将提供一定数量的广告。此外，我们对服务内容，服务的特定功能或其能力，可靠性，可用性或满足您的需求不作任何承诺。我们“按现状”提供每种服务。

在法律允许的范围内，我们不作任何明示，法定或暗示的担保。我们明确拒绝非侵权，适销性和特定用途适用性的保证或条件。

**14. Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY OBLIGATIONS AND/OR PROPRIETARY INTERESTS RELATING TO THE ADSENSE TERMS, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THE ADSENSE TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOSSES AND EXPENSES WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND EXPENSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) EACH PARTY'S AGGREGATE LIABILITY UNDER THE ADSENSE TERMS IS LIMITED TO THE NET AMOUNT RECEIVED AND RETAINED BY THAT PARTICULAR PARTY IN CONNECTION WITH THESE ADSENSE TERMS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into the AdSense Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

**14.责任范围**

在法律允许的范围内，除非您承担任何赔偿义务或者您违反了任何知识产权，保密义务，与同意的条款有关的专有利益外，（i）不论在任何情况下，对于合同，侵权或任何其他理论上的任何后续，特殊，间接，惩戒性，惩罚性的损失或损失费用，任何一方均不会根据本协议的任何条款承担责任，即使双方均已表示同意此类损害，损失和费用，并且无论是否有任何有限补救措施的必要目的，并且（ii）根据本协议条款，每一方的总体责任仅限于在该声明日期前三个月内，与该协议条款有关的特定一方接收并保留的净额。各方均承认，另一方已依据此处所述的责任限制订立了AdSense条款，并且这些限制是双方之间协商的基本依据。

**15. Miscellaneous**

Entire Agreement; Amendments. The AdSense Terms our entire agreement relating to your use of the Services and supersedes any prior or contemporaneous agreements on that subject. AdSense Terms may be amended (i) in a writing signed by both parties that expressly states that it is amending the AdSense Terms, or (ii) as set forth in Section 4, if you keep using the Services after Google modifies the Agreement.

Assignment. You may not assign or transfer any of your rights under the AdSense Terms.

Independent Contractors. The parties are independent contractors and the 12, the AdSense Terms do not create an agency, partnership, or joint venture.

No Third-Party Beneficiaries. Other than as set forth in Section 12, the AdSense Terms do not create any third-party beneficiary rights.

No Waiver. Other than as set forth in Section 5, the failure of either party to enforce any provision of the Adsense Terms will not constitute a waiver.

Severability. If it turns out that a particular term of the AdSense Terms is not enforceable, the balance of the AdSense Terms will remain in full force and effect.

Survival. Sections 5, 6, 8, 12, 14, and 15 of these AdSense Terms of Service will survive termination.

Governing Law; Venue. All claims arising out of or relating to this AdSense Terms or the Services will be governed by California law, excluding California's conflict of laws rules. The parties will try in good faith to settle any dispute relating to the Agreement ("Dispute") within 30 days after such Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the International Centre for Dispute Resolution of the American Arbitration Association and conducted in accordance with its Expedited Commercial Rules in force as of the date of the Agreement. There will be one arbitrator selected by mutual agreement of the parties. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply to any court having jurisdiction for injunctive relief necessary to protect its rights pending resolution of the arbitration. Any decision rendered by the arbitrator will be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in theAdSense Terms. All information disclosed in connection with the arbitration, including the existence of the arbitration, will be Confidential Information governed by the confidentiality provision of Section 9. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms hereof.

Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

Communications. In connection with your use of the Services, we may contact you regarding service announcements, administrative messages, and other information. You may opt out of some of those communications in your Account settings. For information about how to contact Google, please visit our contact page.

**15.杂项**

整个协议修正案。 AdSense条款是我们与您对服务的使用有关的全部协议，并取代有关该主题的任何先前或同期的协议。如果（Google）修改了AdSense条款后继续使用服务，则（i）双方签署的书面声明均应修改AdSense条款，并明确声明正在修改AdSense条款，或者（ii）如第4节所述。 。

转让。您不得根据AdSense条款转让您的任何权利。

独立运营商。订约方是独立运营商，并且AdSense条款并未创建代理机构，合伙企业或合资企业。

没有第三方受益人。除第12节中规定的内容外，AdSense条款不创建任何第三方受益人权利。

没有豁免。除第6节中规定的内容外，任何一方均未执行AdSense条款的任何规定均不会构成豁免。

可分割性。如果事实证明AdSense条款的特定条款不可强制执行，则其余AdSense条款将保持全部效力。

后续。本服务条款的第5、6、8、12、14和15节将在终止后继续有效。

适用法律地点。由本AdSense条款或服务引起的或与之相关的所有索赔均受加利福尼亚州法律管辖，但加利福尼亚州的法律冲突规定除外。双方将在发生此类纠纷后的30天内，真诚地尝试解决与该协议有关的任何争议（“纠纷”）。如果在30天内未解决争议，则必须由美国仲裁协会国际争议解决中心通过仲裁来解决，并应根据自协议之日起生效的加急商业规则进行。经双方同意，将选出一名仲裁员。仲裁将以英语在美国加利福尼亚州圣克拉拉县进行。任何一方均可在仲裁解决前向拥有管辖权的任何法院申请禁令，以保护其权利。仲裁员作出的任何决定都是最终决定，对当事方具有约束力，任何有管辖权的法院都可就此作出判决。仲裁员可以根据AdSense条款中的补救措施和限制下达公平的裁决。与仲裁有关的所有公开信息，包括仲裁的存在，均应为第9条保密规定所管辖的机密信息。但是，当事方可以根据保密限制向法院适当地披露此类信息，以寻求执行任何仲裁裁决或判决，或寻求本条款下允许的任何救助。

不可抗力。任何一方均无法对超出其合理控制范围的状况（例如自然灾害，战争或恐怖主义行为，暴动，劳动条件，政府行为和互联网干扰）造成的不当行为承担责任。

通讯。关于您对服务的使用，我们可能会就服务公告，管理消息和其他信息与您联系。您可以在“帐户”设置中选择其中一些通讯方式。有关如何与Google联系的信息，请访问我们的联系页面。

**16. Service-Specific Terms**

If you choose to implement any of the following Services on a Property, you also agree to the additional terms identified below:

AdMob: the AdMob Publisher Guidelines and Policies.

Custom Search Engine: the Custom Search Engine Terms of Service.

**16.服务特定条款**

如果您选择实施以下任何服务，则您须同意以下确定的附加条款：

AdMob：AdMob发布商指南和政策。

自定义搜索引擎：自定义搜索引擎服务条款。