

1. **USE OF SERVICES** Google Inc., its subsidiaries and affiliated companies, including your domain administrator ("Google") offer Google services to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of Google services. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Google of any unauthorized use of your password or account or any other breach of security. Google cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. **APPROPRIATE CONDUCT** You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. Google reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content available via Google services. You understand that by using Google services you may be exposed to Content that is offensive, indecent or objectionable, and that you use Google services at your own risk. For some services, Google provides tools to filter out adult sexual content, including our 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. You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using Google services and for any consequences thereof. You agree to use Google services only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Google services or servers or networks connected to Google services. To report any activity or Content that may violate the Terms, please go to <http://www.google.com/support/bin/request.py>. In addition to this agreement, your use of some specific Google services is governed by the policies or guidelines specific to those services and which are specifically incorporated into this agreement. You agree to comply with your company's data usage and privacy policies. Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or your country of residence.

3. **GOOGLE PRIVACY POLICY** For information about our data protection practices, please see our Privacy Policy at <http://www.google.com/a/help/intl/en/users/privacy.html>. By using Google services, you acknowledge and agree that Google may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Google, its users or the public as required or permitted by law. You understand that the technical processing and transmission of Google services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services. You also understand and agree that your domain administrator may have access to your account and its content, and may suspend or terminate your account access and your ability to modify your account.

4. **PROPRIETARY RIGHTS** Google's Rights You

acknowledge and agree that Google services and any necessary software used in connection with Google services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that Content contained in sponsor advertisements or presented to you through Google services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Google or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, Google services or Software, in whole or in part except as specifically authorized in a separate written agreement. Subject to the Terms, Google grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorized by Google in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to Google services. You agree not to access Google services by any means other than through the interface that is provided by Google for use in accessing Google services except as specifically authorized in a separate written agreement. Except as expressly authorized by Google you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Google's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Google services or Software. Your Rights Google claims no ownership or control over any Content submitted, posted or displayed by you on or through Google services. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, post or display on or through Google services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through Google services which are intended to be available to the members of the public, you grant Google a worldwide, non-exclusive, royalty-free license to reproduce, adapt, modify, publish and distribute such Content on Google services for the purpose of displaying, distributing and promoting Google services. Google reserves the right to syndicate Content submitted, posted or displayed by you on or through Google services and use that Content in connection with any service offered by Google. Google furthermore reserves the right to refuse to accept, post, display or transmit any Content in its sole discretion. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content submitted.

**5. SOFTWARE AND AUTOMATIC UPDATES** Your use of any Software provided by Google will be governed by the Terms and any additional terms and conditions of the end user license agreement accompanying such Software. Google Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop Google services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

**6. POLICIES REGARDING COPYRIGHT AND TRADEMARKS** It is our policy to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act or other applicable law and to terminating the accounts of repeat infringers. For more information, please go to <http://www.google.com/dmca.html>. For information regarding our trademark complaint procedure, please go to [http://www.google.com/tm\\_complaint.html](http://www.google.com/tm_complaint.html). Any use of Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand

features must be in compliance with the Terms and in compliance with Google's then current Brand Feature use guidelines, and any content contained or reference therein, which may be found at the following URL: <http://www.google.com/permissions/guidelines.html> (or such other URL Google may provide from time to time).

**7. GENERAL PRACTICES REGARDING USE AND STORAGE** You agree that Google has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Google services. You acknowledge that Google may have set no fixed upper limit on the number of transmissions you may send or receive through Google services or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice. Upon the termination of your use of Google services, including upon receipt of a certificate or other legal document confirming your death, Google will close your account and you will no longer be able to retrieve content contained in that account.

**8. PERSONAL NON-COMMERCIAL USE** You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Google services, use of Google services, or access to Google services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

**9. MODIFICATIONS TO SERVICE** Google reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Google services (or any part thereof) with or without notice. You agree that Google shall not be liable to you or to any third party for any modification, suspension or discontinuance of Google services.

**10. TERMINATION** You may discontinue your use of Google services at any time. You agree that Google may at any time and for any reason, including a period of account inactivity, terminate your access to Google services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Google services, your account or any files or other content contained in your account. Sections 10 (Termination), 13 (Indemnity), 14 (Disclaimer of Warranties), 15 (Limitations of Liability), 16 (Exclusions and Limitations) and 19 (including choice of law, severability and statute of limitations), of the Terms, shall survive expiration or termination.

**11. ADVERTISEMENTS** Some Google services are supported by advertising revenue and may display advertisements and promotions on the service. Such advertisements may be targeted to the content of information stored on the Google services, queries made through Google services or other information. The manner, mode and extent of advertising by Google on its services are subject to change. As consideration for your use of Google services, you agree that Google may place such advertising and that Google shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of the presence of such advertisers on Google services or your subsequent dealings with advertisers.

**12. LINKS** Google services may provide, or third parties may provide, links to other World Wide Web sites or resources. Google may have no control over such sites and resources and you acknowledge and agree that Google is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Google shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

**13. INDEMNITY** You agree to hold harmless and indemnify Google, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Google and Partners") from and against any third party claim arising from or in any way related to your use of Google services, violation of the Terms or any other actions connected with use of Google services, including any liability or expense arising from all claims, losses, damages (actual and consequential),

suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Google will provide you with written notice of such claim, suit or action.

14. **DISCLAIMER OF WARRANTIES** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: a. YOUR USE OF GOOGLE SERVICES IS AT YOUR SOLE RISK. GOOGLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOGLE AND PARTNERS EXPRESSLY DISCLAIM 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. b. GOOGLE AND PARTNERS DO NOT WARRANT THAT (i) GOOGLE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) GOOGLE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GOOGLE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH GOOGLE SERVICES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GOOGLE 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. d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM GOOGLE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

15. **LIMITATION OF LIABILITY** YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GOOGLE OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GOOGLE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM GOOGLE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON GOOGLE SERVICES; OR (v) ANY OTHER MATTER RELATING TO GOOGLE SERVICES.

16. **EXCLUSIONS AND LIMITATIONS** NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. 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 ABOVE LIMITATIONS IN SECTIONS 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. **NO THIRD PARTY BENEFICIARIES** You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

18. **NOTICE** You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Google services.

19. **GENERAL INFORMATION** Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to you from time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Google and govern your use of Google services, superceding any prior agreements between you and Google for the use of Google services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain

other Google services, affiliate services, third-party content or third-party software. Choice of Law and Forum. The Terms and the relationship between you and Google shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Google agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. Waiver and Severability of Terms. The failure of Google to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section headings in the Terms are for convenience only and have no legal or contractual effect.