



Welcome to Google AdSense. Please review and accept our Terms and Conditions shown below. You'll then be able to paste the AdSense ad code into your web pages and start running AdWords ads on your site within minutes.



Updated - In response to recent feedback regarding the Google AdSense Online Standard Terms and Conditions, we have made clarifications to this agreement in the following sections: Program Participation (section 1), Implementation; Ad Placement (section 2), Parties' Responsibilities (section 4), Prohibited Uses (section 5), Termination; Cancellation (section 6), Confidentiality (section 7), Limitations of Liability; Force Majeure (section 10), Payment (section 11), Information Rights (section 15) and Miscellaneous (section 16).

Google AdSense™ Online Standard Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS AND THE FAQ BEFORE REGISTERING FOR THE GOOGLE ADSENSE ONLINE PROGRAM. PARTICIPATION IN THE GOOGLE ADSENSE ONLINE PROGRAM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE GOOGLE ADSENSE ONLINE PROGRAM.

Introduction. This agreement ("Agreement") between You and Google Inc. ("Google") consists of these Google AdSense Online Program (the "Program") Standard Terms and Conditions ("Terms and Conditions"). A description of the Program, as generally offered by Google, is available at the Program Frequently Asked Questions ("FAQ") URL, located at <https://www.google.com/adsense/faq>, or such other URL as Google may provide from time to time. "You" or "Publisher" means any entity identified in an enrollment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement.

- 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 (collectively, "Ads") and related Google search queries in connection with the Web site(s) that You designate (each a "Site") using Google's content-targeted advertising serving technology. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Google (including electronic mail).
- 2. Implementation; Ad Placement.** You agree to comply with the technical specifications provided by Google to enable proper display of the Ads in connection with Your Site(s), including without limitation by not modifying the JavaScript or other programming provided to You by Google in any way. Ads shall be grouped by Google and displayed with related Google search queries (where applicable) to end users of the Site(s) as ad units (such groups of Ads and related Google search queries 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: (a) 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 (b) shall be subject to the placement guidelines set forth herein. In addition, You agree that while You may display more than one (1) Ad Unit on each Site Web page, but no Ad Unit shall contain any advertisement in common with any other Ad Unit. You also agree not to display any other text-based or content-targeted advertisement(s) on the same Web page in connection with which an Ad Unit or any Ad is displayed.
- 3. Communications Solely With Google.** You agree to direct to Google, and not to any advertiser, any communication regarding any Ad(s) displayed in connection with Your Site(s).
- 4. Parties' Responsibilities.** You are solely responsible for the Site(s), including all content and materials, maintenance and operation thereof, the proper implementation of Google's technical specifications, and

adherence to the terms of this Agreement, including compliance with the Program Policies. Google is not responsible for anything related to Your Site(s) and shall not be obligated to provide notice to You in the event that Ads are not being displayed properly to end users of the Site(s).

5. **Prohibited Uses.** You shall not, and shall not authorize or encourage any third party to: (i) generate fraudulent impressions of or fraudulent clicks on any Ad(s), 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 fraudulent use of other search engine optimization services and/or software; (ii) edit, modify, filter or change the order of the information contained in any Ad and/or Ad Unit, or remove, obscure or minimize any Ad or Ad Unit in any way; (iii) frame any Web page accessed by an end user after clicking on any part of a Ad ("Advertiser Page"); (iv) redirect an end user away from the Advertiser Page, provide a version of the Advertiser Page different from the page an end user would access by going directly to the Advertiser Page or intersperse any content between the Ad and the Advertiser Page; (v) display any Ad(s) on any error page, registration or "thank you" page (e.g. a page that thanks a user after he/she has registered with the applicable Web site), or in any email or on any Web page or any Web site that contains any pornographic, hate-related or violent content ; or (vi) act in any way that violates any Program Policies posted on the Google Web Site, as may be revised from time to time. Violation of any of the foregoing may result in immediate suspension of Your account or termination of this Agreement, and may subject You to state and federal penalties and other legal consequences.
6. **Termination; Cancellation.** You may cancel the participation of any Site in the Program and/or terminate this Agreement with or without cause at any time by removing the JavaScript or similar programming from Your Sites. Google may at any time, in its sole discretion, terminate the Program, terminate this Agreement, or suspend or terminate the participation of any Site in the Program for any reason. In addition, Google reserves the right to terminate without notice any account that has not generated any clicks on Ads (as measured by Google) for a period of two (2) months or more. Upon termination of participation of any Site in the Program or termination of this Agreement for any reason, Sections 3, 6 through 10, 14, 15 and 16 shall survive termination.
7. **Confidentiality.** You agree not to disclose Google Confidential Information without Google's prior written consent. "Google Confidential Information" includes without limitation: (a) all Google software, technology, programming, technical specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other statistics relating to Site performance in the Program provided to You by Google; and (c) any other information designated in writing by Google as "Confidential" or an equivalent designation. It does not include information that has become publicly known through no breach by You or Google, or information that has been (i) independently developed without access to Google Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.
8. **No Guarantee.** Google makes no guarantee regarding the level of impressions of or clicks on any Ad, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to You under this Agreement.
9. **No Warranty.** GOOGLE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
10. **Limitations of Liability; Force Majeure.** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE PROGRAM, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) GOOGLE'S AGGREGATE LIABILITY TO PUBLISHER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY GOOGLE TO PUBLISHER DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.
11. **Payment.** You shall receive a payment related to the number of valid clicks on Ads displayed in connection

with Your Site(s) as determined by Google for its participants in the Program. Unless otherwise agreed to by the parties in writing (including electronic mail), payments to You shall be sent by Google within approximately thirty (30) days after the end of each calendar month that Ads are running on Your Site if Your earned balance is \$100 or more. If Your earned balance is less than \$100, unless otherwise agreed to by the parties in writing (including electronic mail), Google shall make payments to You within approximately thirty (30) days after the end of the calendar year that Ads are running on Your Site, but in no event shall Google make payments for any earned balance less than \$1.00. Notwithstanding the foregoing, Google shall not be liable for any payment based on (a) any fraudulent impressions generated by any person, bot, automated program or similar device or for fraudulent clicks similarly generated on any Ads, as reasonably determined by Google; (b) Ads delivered to end users whose browsers have JavaScript disabled; (c) Ads benefiting charitable organizations and other placeholder or transparent Ads that Google may deliver in the event that a Site is improperly configured to comply with Google technical requirements; (d) Google advertisements for its own products and/or services; or (e) impressions co-mingled with a significant number of fraudulent impressions or fraudulent clicks described in (a) above, or as a result of other 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, 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 on 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 the Google AdWords program, Google reserves the right to withhold payment until all outstanding payments have been made. 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 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. 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 electronic mail).

12. **Publicity.** You agree that Google may use Your name and logo in presentations, marketing materials, customer lists, financial reports and Web site listings of customers. If You wish to use Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Features"), You may do so, so long as such use is in compliance with this Agreement 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).
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; and (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; and (c) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You 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.
14. **Your Obligation to Indemnify.** You agree to indemnify, defend and hold Google, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Site(s), and/or Your breach of any term of this Agreement.
15. **Information Rights.** Google may retain and use for its own purposes all information You provide, including but

not limited to Site demographics and contact and billing information. You agree that Google may transfer and disclose to third parties personally identifiable information about You for the purpose of approving and enabling Your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. Google disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party. Google may share aggregate (i.e., not personally identifiable) information about You with advertisers, business partners, sponsors, and other third parties. In addition, You grant Google the right to access, index and cache the Site(s), or any portion thereof, including by automated means including Web spiders or crawlers.

16. **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. 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.

February 18, 2004

- By checking this box and clicking on the **I Accept** button, you agree that you have read, understand and accept the Terms and Conditions and the Frequently Asked Questions for participation in Google AdSense. If you do not agree to these Terms and Conditions, you will not be able to participate in this program.

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