

# Google AdSense 在线服务条款

## 1. 欢迎使用 AdSense!

感谢您对我们的搜索和广告服务（“服务”）感兴趣！

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](#)，其中包括但不限于内容政策、网站站长质量指南、广告实施政策和欧盟用户同意书政策（统称为“AdSense 政策”），以及 (3) [Google 品牌指南](#)（统称为“AdSense 条款”）。如果发生冲突，这些服务条款将优先于上述第 (2) 和 (3) 项中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 AdSense 条款的其余部分。

在这些服务条款中，“您”或“发布者”是指使用服务的个人或实体（和/或任何个人、代理人、员工、代表、网络、母公司、子公司、关联公司、继承人、相关实体、受让人），或代表您行事的所有其他个人或实体），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）。“我们”或“Google”是指 Google Asia Pacific Pte. Ltd.，“各方”指您和 Google。

## 2. 访问服务； AdSense 帐户

您对我们的服务的使用取决于您创建并获得我们批准的 AdSense 帐户（“帐户”）。我们有权拒绝或限制您访问服务。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、地址和其他身份信息。如果您是个人，提交使用服务的申请即表示您已年满 18 岁。您可能只有一个帐户。如果您（包括在您的指示或控制下的帐户）创建多个帐户，您将无权从 Google 获得进一步的付款，并且您的帐户将根据以下规定被终止。

注册 AdSense，即表示您允许 Google 在适用的情况下提供 (i) 广告和其他内容（“广告”），(ii) Google 搜索框和搜索结果，以及 (iii) 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、移动内容和/或 Google 批准的其他财产（每项单独称为“财产”）。此外，您还授予 Google 访问、索引和缓存资产或其任何部分的权利，包括通过自动方式。Google 可能拒绝向任何财产提供服务。

任何属于软件应用程序并访问我们服务的财产 (a) 可能需要 Google 的书面预先批准，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 条款和任何适用法律允许的情况下使用我们的服务。请勿滥用我们的服务。例如，请勿干扰我们的服务或尝试使用我们提供的界面和说明以外的方法访问它们。

我们的服务是商业工具。您只能将我们的服务用于与您的贸易、业务、工艺或专业相关的目的。

您可以随时通过从您的资产中删除相关代码来停止使用任何服务。

## 4. 我们的服务变更； AdSense 条款的变更

我们不断改变和改进我们的服务。我们可以随时添加或删除服务的功能或特性，并且我们可以完全暂停或停止服务。

我们可能随时修改 **AdSense** 条款。我们会在此页面上发布对 **AdSense** 条款的任何修改，并在相应页面上发布对 **AdSense** 政策或 **Google** 品牌指南的任何修改。更改通常会在发布 30 天后生效。但是，针对服务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** 条款中的任何修改后的条款，则必须停止使用受影响的服务。

## 5. 付款

根据本服务条款的本节和第 6 节，您将收到与您的媒体资源上显示的广告的有效点击次数、您的媒体资源上显示的广告的有效展示次数或在您的媒体资源中执行的其他有效事件相关的付款。与在您的媒体资源上展示广告有关，前提是 **Google** 确定您的媒体资源在整个付款期间始终遵守 **AdSense** 条款（包括上文第 1 条中规定的所有 **AdSense** 政策）直至付款发出之日。

如果在 **Google** 向您付款之前您的帐户信誉良好，我们将在您帐户中反映的余额等于或超过适用的付款最低限额的任何日历月的下一个日历月月底之前向您付款。如果 **Google** 正在调查您对 **AdSense** 条款的遵守情况，或者您已被暂停或终止，您的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和付款信息。

如果您实施搜索服务，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) 扣留并抵消您根据 **AdSense** 条款或任何其他协议欠我们的任何费用，或 (b) 要求您在收到任何发票后 30 天内向我们退款我们在之前期间可能多付给您的任何金额。您有责任支付您的银行或支付提供商收取的任何费用。

除非 **Google** 明确书面授权，否则您不得与第三方达成任何类型的安排，让第三方接收根据 **AdSense** 条款向您支付的款项或与服务相关的其他经济利益。

付款将仅根据 **Google** 的会计核算进行计算。您承认并同意，您仅有权因使用 **Google** 已付费的服务而获得付款；如果出于任何原因，**Google** 未收到广告商的付款或将此类付款退回广告商，则您无权因任何相关的服务使用而获得报酬。此外，如果在任何媒体资源上展示广告的广告客户拖欠向 **Google** 付款，我们可能会扣留付款或向您的帐户扣款。

**Google** 有权扣留或调整向您支付的款项，以排除 **Google** 认为因无效活动而产生的任何金额。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、无效转化或任何人、机器人、自动化程序或类似设备（包括通过任何点击）生成的广告上的其他无效事件或源自您的 IP 地址或您控制下的计算机的展示、查询、转化或其他事件；(ii) 通过付款、虚假陈述或要求最终用户点击广告或采取其他操作而招揽或产生的点击、展示、查询、转化或其他事件；(iii) 向浏览器禁用 **JavaScript** 或以其他方式篡改广告投放或测量的最终用户投放广告；(iv) 在不符合 **AdSense** 政策的资源上发生的任何点击、展示、查询、转化或其他事件；(v) 与您使用的其他 **AdSense** 帐户关联的媒体资源上发生的任何点击、展示、查询、转化或其他事件；(vi) 任何帐户中存在大量无效活动（如上文 (i-v) 中所述）或具有表明故意不当行为的无效活动类型的所有点击、展示、查询、转化或其他事件。如果 **Google** 在为该活动付款之前或之后检测到无效活动，**Google** 保留针对所有无效点击、展示、查询、转化或其他事件（包括以下事件）从

您的帐户中扣除费用并相应调整未来付款的权利：不符合 AdSense 政策的媒体资源上的所有点击、展示、查询、转化或其他事件。

此外，Google 可能会向广告商退还或贷记与发布商帐户相关的部分或全部广告商付款。您承认并同意，每当 Google 发放此类退款或积分时，您将无权因任何相关服务使用而获得任何付款。

## 6. 终止、暂停和进一步付款的权利

Google 可以随时在不提供警告或事先通知的情况下，暂时暂停向您的帐户进一步付款，暂停或终止任何财产参与服务，或者由于无效活动或其他原因暂停或终止您的帐户。您未能完全遵守 AdSense 政策。如果您的帐户连续 6 个月或以上保持不活动状态，Google 可以终止您对服务的参与并关闭您的帐户。如果 Google 由于不活动而关闭您的帐户，并且您的帐户中反映的余额等于或超过适用的阈值，我们将根据第 5 条中的付款规定向您支付该余额。如果 Google 由于不活动而关闭您的帐户，您将不得阻止提交新的服务使用申请。

如果 Google 因您违反 AdSense 条款（包括但不限于您导致或未能阻止任何财产上的无效活动，或者您未能完全遵守 AdSense 政策）而终止您的帐户，则您无权 Google 因之前使用服务而产生的任何进一步付款。如果您违反 AdSense 条款或 Google 暂停或终止您的帐户，您 (i) 不得创建新帐户，并且 (ii) 可能不得通过其他 Google 产品上的内容获利。如果您对与您使用服务相关的任何付款或预扣款项提出异议，或者如果 Google 终止了您的帐户，而您对终止提出异议，则您必须在任何此类付款、不付款或终止后 30 天内通过提交上诉。如果您不这样做，则与有争议的付款或终止相关的任何索赔均被放弃。

您可以随时通过完成帐户取消流程来终止对服务的使用。您的 AdSense 帐户将在 Google 收到您的通知后 10 个工作日内被视为终止。如果您终止您的帐户，并且您的帐户中反映的余额等于或超过适用的阈值，我们将根据第 5 条中的付款规定，在您终止帐户的日历月结束后大约 90 天内向您支付该余额您对服务的使用。您帐户中反映的任何低于适用阈值的余额将保持未付状态。

## 7. 税收

在您和 Google 之间，Google 负责缴纳与 Google 和广告商之间与媒体资源上显示的广告相关的交易相关的所有税费（如果有）。您负责缴纳与服务相关的所有税费（如果有），但基于 Google 净收入的税费除外。Google 向您支付的与服务相关的所有付款均将被视为含税（如果适用），并且不会进行调整。如果 Google 有义务从向您支付的款项中预扣任何税款，Google 将通知您这一情况，并在扣除预扣金额后进行付款。如果 Google 支付了任何税款，Google 将为您提供税款原件或经过认证的副本（或其他充分的税款证据）。

## 8. 测试

您授权 Google 定期进行可能影响您使用服务的测试。为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. 知识产权；品牌特色

除 AdSense 条款中明确规定的情况外,任何一方均不会获得属于另一方或另一方许可人的任何知识产权的任何权利、所有权或利益。

如果 Google 向您提供与服务相关的软件,我们将授予您使用此类软件的非排他性、不可再许可的许可。该许可的唯一目的是让您能够按照 AdSense 条款允许的方式使用 Google 提供的服务并从中受益。除了通过 AdMob SDK 分发内容外,您不得复制、修改、分发、出售或租赁我们服务或包含的软件的任何部分,也不得进行反向工程或尝试提取该软件的源代码,除非法律禁止这些限制或者您已获得我们的书面许可。您不得删除、掩盖或更改任何 Google 服务、软件或文档中附加或包含的 Google 版权声明、品牌特征或其他专有权声明。

我们授予您非排他性、不可再许可的许可,允许您使用 Google 的商号、商标、服务标记、徽标、域名和其他独特的品牌特征(“**品牌特征**”),但仅限于您对服务的使用以及以下目的:符合 AdSense 条款。我们可以随时撤销该许可。您因使用 Google 品牌特征而产生的任何商誉均归 Google 所有。

我们可能会在我们的演示文稿、营销材料、客户名单和财务报告中包含您的姓名和品牌特征。

## 10. 隐私

我们的[隐私政策](#)解释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 还同意 [Google Ads 控制者-控制者数据保护条款](#)。您将确保在您使用服务的任何时候,属性都有明确标记且易于访问的隐私政策,为最终用户提供有关 Cookie、设备特定信息、位置信息以及存储和访问的其他信息的清晰且全面的信息。或从与服务相关的最终用户设备收集,包括(如适用)有关最终用户 Cookie 管理选项的信息。您将采取商业上合理的努力,确保最终用户同意在法律要求的情况下存储和访问最终用户设备上与服务相关的 Cookie、设备特定信息、位置信息或其他信息。

## 11. 保密

您同意未经我们事先书面同意,不会披露 Google 机密信息。“**Google 机密信息**”包括:(a) 与服务相关的所有 Google 软件、技术和文档;(b) 与服务相关的财产绩效相关的点击率或其他统计数据;(c) 服务中任何非公开测试版或实验性功能的存在、相关信息或条款;(d) Google 提供的任何其他标记为机密或在其提供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已知的信息、非因您的过错而公开的信息、由您独立开发的信息或第三方合法向您提供的信息。尽管有第 11 条的规定,您仍可以准确披露 Google 因使用服务而产生的总付款金额。

## 12. 赔偿

您同意向 Google、其关联公司、代理和广告商提供赔偿并为 Google 及其关联公司、代理商和广告商辩护,使其免受因资产(包括非 Google 提供的在资产上提供的任何内容)引起的或与之相关的任何及所有第三方索赔和责任,您对服务的使用,或您违反 AdSense 条款中的任何条款。Google 的广告商是此项赔偿的第三方受益人。

### 13. 陈述；保证；免责声明

您声明并保证 (i) 您拥有签订 AdSense 条款的完全权力和授权； (ii) 您是每项财产的所有者，或被合法授权代表该财产的所有者行事； (iii) 您是实施服务的每个资产的技术和编辑决策者，并且您可以控制在每个资产上实施服务的方式； (iv) Google 之前从未因您违反 AdSense 条款（包括无效活动）而终止或以其他方式禁用您创建的 AdSense 帐户； (v) 签订或履行 AdSense 条款不会违反您与第三方签订的任何协议或任何第三方权利； (vi) 您向 Google 提供的所有信息都是正确且最新的。

除 THEADSENSE 条款中明确规定的之外，我们不对服务做出任何承诺。例如，Google 可能会在适用的情况下拒绝提供 (i) 广告和其他内容（“ADS”）、(ii) Google 搜索框和搜索结果，以及 (iii) 相关搜索查询和其他指向您的资产的链接。我们不保证每个页面都会收到广告，也不保证 Google 会提供一定数量的广告。此外，我们不对服务的内容、服务的具体功能或其盈利性、可靠性、可用性或满足您的需求的能力做出任何承诺。我们“按原样”提供每项服务。

在法律允许的范围内，我们排除所有明示、法定或暗示的保证。我们明确否认不侵权、适销性和特定用途适用性的保证或条件。在此类法定保证或条件适用且不能被排除的情况下，在 Google 允许的范围内，对于这些保证或条件下的任何索赔，Google 可以选择将其责任限制为再次提供服务或支付再次提供服务的费用。

本 AdSense 条款（包括第 11、12 和 13 条）中的任何内容均不排除或限制 Google 对适用法律未合法排除或限制的损失的保证或责任。某些司法管辖区不允许排除某些保证或条件，也不允许限制或排除因疏忽、违反合同或违反默示条款或附带或后果性损害而造成的损失或损害的责任。因此，只有在您所在司法管辖区合法的的限制才适用于您，并且 Google 的责任将限于法律允许的最大范围。

### 14. 责任限制

在法律允许的范围内，除非本协议项下的任何赔偿义务或您违反与 AdSense 条款相关的任何知识产权、保密义务和/或专有权益，(i) 在任何情况下，任何一方均不承担 AdSense 条款下的责任对于任何后果性的、特殊的、间接的、惩戒性的、惩罚性的损害或损失和费用，无论是合同、侵权还是任何其他理论，即使该方已被告知发生此类损害或损失和费用的可能性，即使存在任何必要的缺陷任何有限补救措施的目的，以及 (ii) AdSense 条款项下各方的累计责任仅限于该特定方在 CLA 日期之前的三个月内收到并保留的与这些 AdSense 条款相关的净金额即时消息。双方均承认另一方已根据此处所述的责任限制签订了 AdSense 条款，并且这些限制是双方之间讨价还价的重要基础。

### 15. 其他

**整个协议;修正案。** AdSense 构成我们与您使用服务有关的完整协议，并取代任何先前或同期的有关该主题的协议。 AdSense 条款可能会进行修订 (i) 以双方签署的书面形式明确表示正在修订 AdSense 条款，或 (ii) 如果您在 Google 修改本协议后继续使用服务，则按照第 4 条的规定进行修订。

**任务。** 您不得让渡或转移您在 AdSense 条款下的任何权利。

**独立承包商。**双方均为独立承包商，AdSense 条款不构成代理、合作伙伴或合资企业。

**无第三方受益人。**除第 12 条规定外，AdSense 条款不产生任何第三方受益权。

**无弃权。**除第 5 条规定的情况外，任何一方未能执行 AdSense 条款的任何规定均不构成弃权。

**可分割性。**如果 AdSense 条款中的某个特定条款不可强制执行，则 AdSense 条款的其余条款将仍然完全有效。

**生存。**本 AdSense 服务条款的第 5、6、8、12、14 和 15 条在终止后仍然有效。

**适用法律；场地。**由本 AdSense 条款或服务引起或与之相关的所有索赔均受加利福尼亚州法律（不包括加利福尼亚州的法律冲突规则）管辖，并且只能在美国加利福尼亚州圣克拉拉县的联邦法院或州法院提起诉讼，并且您和 Google 同意接受这些法院的属人管辖权。

**不可抗力。**任何一方均不对因超出该方合理控制范围的情况（例如自然灾害、战争或恐怖主义行为、骚乱、劳动条件、政府行为和互联网干扰）而导致的履约不足承担责任。

**通讯。**在您使用服务时，我们可能会就服务公告、管理消息和其他信息与您联系。您可以在您的帐户设置中选择退出其中一些通信。有关如何联系 Google 的信息，请访问我们的[联系页面](#)。

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## 16. 服务特定条款

如果您选择在财产上实施以下任何服务，您还同意以下附加条款：

**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](#)。

# Google AdSense Online Terms of Service

## 1. Welcome to AdSense!

Thanks for your interest in our search and advertising services (the "**Services**")!

By using our Services, you agree to (1) these Terms of Service, (2) the [AdSense Program Policies](#), which include but are not limited to the Content Policies, the Webmaster Quality Guidelines, the Ad Implementation Policies, and the EU User Consent policy (collectively, the "AdSense Policies"), and (3) the [Google Branding Guidelines](#) (collectively, the "**AdSense Terms**"). If ever in conflict, these Terms of Service will take precedence over any other terms in the policies and guidelines enumerated in numbers (2) and (3) above. Please read these Terms of Service and the rest of the AdSense Terms carefully.

As used in these Terms of Service, "you" or "publisher" means the individual or entity using the Services (and/or any individual, agent, employee, representative, network, parent, subsidiary, affiliate, successor, related entities, assigns, or all other individuals or entities acting on your behalf), at your direction, under your control, or under the direction or control of the same individual or entity who controls you). "We," "us" or "Google" means Google Asia Pacific Pte. Ltd., and the "parties" means you and Google.

## 2. Access to the Services; AdSense Accounts

Your use of the Services is subject to your creation and our approval of an AdSense Account (an "**Account**"). We have the right to refuse or limit your access to the Services. In order to verify your Account, from time-to-time we may ask for additional information from you, including, but not limited to, verification of your name, address, and other identifying information. By submitting an application to use the Services, if you are an individual, you represent that you are at least 18 years of age. You may only have one Account. If you (including those under your direction or control) create multiple Accounts, you will not be entitled to further payment from Google, and your Accounts will be subject to termination, pursuant to the provisions below.

By enrolling in AdSense, you permit Google 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 websites, mobile applications, media players, mobile content, and/or other properties approved by Google (each individually a "**Property**"). In addition, you grant Google the right to access, index and cache the Properties, or any portion thereof, including by automated means. Google may refuse to provide the Services to any Property.

Any Property that is a software application and accesses our Services (a) may require preapproval by Google in writing, and (b) must comply with Google's [Software Principles](#).

## 3. Using our Services

You may use our Services only as permitted by this the AdSense Terms and any applicable laws. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide.

Our Services are business tools. You must only use our Services exclusively for purposes relating to your trade, business, craft or profession.

You may discontinue your use of any Service at any time by removing the relevant code from your Properties.

#### **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.

#### **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.

## **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.

## **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.

## **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.

## **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.

## 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.

## 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.

## **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.

## **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 THE ADSENSE 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 NON INFRINGEMENT, 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.

#### **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.

#### **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 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 the AdSense Terms or the Services will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

**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](#).

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## 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](#).