

Software License and Services Agreement For:

QUICKBOOKS 2009

1. Agreement Controls the Relationship.

This Software License and Services Agreement ("Agreement") sets forth all terms and conditions, obligations, responsibilities, liabilities and remedies as between (a) you and (b) Intuit Canada Limited, ("Intuit") and the Representatives (defined in Section 11) in regards to your use of the Software. The use by you of any services or content accessible through the Software may be subject to your acceptance of separate agreements with Intuit or third parties. This Agreement applies to the: (i) trial; (ii) single-user license; (iii) multi-user license; and (iv) Original Equipment Manufacturer ("OEM") or Special Editions ("SE") versions of the Software and other branded or customized versions unless otherwise agreed. The Software may include setup assistance ("Setup Service" as defined below) and an Update Service (as defined below), to the extent set forth herein. The subscription option available to you if you obtain the Software directly from Intuit (as more fully described below) may also be referred to as the "Subscription." By using the Software, you confirm that you (a) have read and understood this Agreement, (b) accept and agree to be bound by its terms and conditions, (c) acknowledge that this Agreement sets forth your exclusive remedies in respect of any claims you may have related to the Software, and (d) understand that this Agreement fully sets out the obligations and limitations of liabilities of Intuit, its licensors and the Representatives to you, notwithstanding any other prior or contemporaneous writing (including any related packaging or advertisements), promise, understanding, or oral representations made by any party, including Intuit.

The term "Software" is defined as the Intuit computer program with which this Agreement is included and any other programs, tools, internet-based services, components and any updates or maintenance releases of the Software that Intuit may provide to you or make available to you after the date you obtain your initial copy of the Software, unless accompanied by separate terms.

Registration of the Software with Intuit after the approximate amount of time specified in the Software/Subscription or in the materials accompanying the Software/Subscription and in accordance with Intuit's then-current privacy policies is required. Your registration information must be accurate and complete and you must maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete.

2. Rejection of Agreement

2.1 If you purchased a license to the Software and/or signed up to the Subscription (as more fully described in Section 3 below) but do not agree with or consent to be bound by the terms of this Agreement, you must (a) immediately discontinue all use of the Software and/or Subscription, related materials or documentation; (b) immediately delete from your computer all (including all parts) of the Software and/or Subscription, and destroy any and all copies made by you (or with your permission) of any portion of such software; and (c) within sixty (60) days of purchase, return to Intuit, all items provided to you as part of the Software plus documentation evidencing the date and amount you paid for your purchase of your edition of the Software at retail, or the Subscription (e.g. dated receipt, shipping invoice) to the address set forth in Section 14.3.

2.2 If you comply with the terms of Section 2.1, you shall receive a full refund of any monies you paid for the Software within 60 days of original purchase.

2.3 If the Software was pre-installed on your computer, came packaged with another Software, or CDs came packaged with your computer at no extra charge, and you do not agree with this Agreement, do not use the Software.

3. Services and Support

3.1 In exchange for your continued compliance with this Agreement, and any modification to this Agreement made by Intuit in accordance with Section 14.1, you shall have access to the Software/Subscription in accordance with the following provisions:

(a) If you purchased the Subscription for the Software directly from Intuit, which generally means that you will be paying for your use of the Software on a monthly (or other periodic) basis, you shall receive as part of your basic Subscription, so long as Intuit is receiving the applicable payment from you (defined in Section 6): (i) unlimited access to the features of the Software subscribed to by you; (ii) Additional Service, defined in Section 3.2 below; (iii) Update Service, defined below (which can include the Media Delivery Service, defined in Section 3.2 below, for a small additional fee); (iv) Support Service, defined in Section 3.2 below; and (v) Version Protection, defined in Section 3.2 below. You must subscribe to the Subscription for a minimum of one (1) year, with the Subscription fees payable monthly by you (or on a different time basis upon agreement between Intuit and you). After one (1) year: (x) the Subscription is cancellable by you in accordance with this Agreement, and (y) you are considered to have purchased your license to the Software, entitling you to the Update Service for so long as Intuit supports your release of the Software, even if you cancel your Subscription (b) If you purchased your edition of the Software at retail or directly from Intuit (technically, purchase of a license to use the Software), you shall receive: (i) unlimited access to the features of the Software; (ii) Setup Service, defined below; (iii) Update Service, (which can include the Media (CD) Delivery Service if you are under a subscription, for a small additional fee), for so long as Intuit supports your release of your specific edition of the Software. As part of your purchase of the Software license or Subscription, you may also be provided with certain software that, subject to the terms of this Agreement, you may store on or access via your computer. Intuit's obligations under this Section 3.1 are contingent upon you installing all updates and error corrections within thirty (30) days of their being provided to you by Intuit (or its Representatives).

Please see Section 6 for the duration of the Subscription as applicable to you.

3.2 Additional Support is available only to purchasers of a Software license. (a) The Additional Support means the initial assistance made available by Intuit, through one (1) telephone call and via the quickbooks.ca website, to help you install the Software, set up your company file, begin to set up the accounting features, to start you successfully on your way with QuickBooks, for a period based on your needs. This single call must occur during a period not to exceed sixty (60) days from product registration. (b) Update Service, which is available to all Software license purchasers, means updates and error corrections made generally available to users of your specific edition of the Software, and at Intuit's sole discretion certain feature enhancements, but not including new releases of the software. (c) Media Delivery Service means your right to request delivery by mail of any updates and error corrections (and new releases, if you have purchased the Support Service) on CD-ROM. (d) Support Service means your unlimited access to consulting about the Software and technical support for so long as Intuit supports your release of the Software. Intuit reserves the right to limit the length of telephone calls made as part of the Support Service. (e) Version Protection means your right to new releases of the Software during any month (or other time period) in which you have paid for the Subscription. (The foregoing referred to collectively as the "Services").

3.3 As determined by Intuit in its sole discretion, the Software, Subscription and related services are provided (a) electronically via the internet and/or (b) via media (e.g. CD-ROM). You may be charged an additional fee if Intuit makes the Software and/or Subscription available (y) both electronically and via media and you chose media or (z) in different media forms and you chose the form which is identified as having an additional fee. It is your sole responsibility to establish and maintain adequate internet access in order to receive the Subscription (or services related to your acquisition of the Software, such as QuickBooks Payroll Subscription if applicable) and to maintain in good working order the computer on which you will access the Subscription.

3.4 Intuit may provide, in its sole discretion, technical support for the current release/version of the Software and the immediately preceding release/version for a period of six (6) months following the date the subsequent release/version is made generally available to Software/Subscription customers. You may access the price schedule for technical support by calling Intuit at 1-888-333-8580.

3.5 Whether you purchased the Subscription under Section 3.1(a) or your license to the Software under Section 3.1(b), you may obtain a monthly or annual subscription to the QuickBooks Payroll Service at any time by calling Intuit at 1-888-333-8580, or going to the QuickBooks web site, <http://www.quickbooks.ca>.

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4.2 Multi-Users License.

4.2.1 Certain versions of the Software allow multiple users. If you want multiple users to have the ability to use the specific edition of the Software you have licensed, if applicable, you are required to pay an additional license fee for each additional user, which will be subject to the same restrictions as the single user license. You may access the price schedule for additional user licenses by calling Intuit at 1-888-333-8580. By way of example only, if you have paid for five (5) user licenses for your specific edition of the Software, you are granted a limited non-exclusive license to (a) have up to five (5) individuals (who are your owners, employees, or contractors) access the Software/Subscription; (b) download the Software on up to five (5) computers which are owned and operated by and for your company and are used by up to five (5) individuals (who are your owners, employees, or contractors); (c) place a copy of your Software data file on a network to be accessed and used by such individuals; and (d) make up to four (4) additional copies of the printed materials provided to you by Intuit (if any) and/or print up to five (5) copies of any online user documentation in relation to the Software/Subscription for use by such individuals. You are responsible to ensure that any additional users (referred to above) comply with the terms of this license.

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4.4.1 If you obtained a license for the free version of the Software, there may be additional restrictions on the amount of data or records you can input and use within the Software, as stated within the Software or the accompanying documentation.

4.5 QuickBooks Payroll Subscription. If you subscribe to the Payroll Subscription, your use of the Payroll Subscription shall be subject to this Agreement in accordance with this section (and to any other terms and conditions that accompany the Payroll Subscription itself).

4.5.1 For a subscriber to the Payroll Subscription, any reference to the "Subscription" herein shall be deemed to also include the Payroll Subscription, except that the references to the "Subscription" in Sections 3.1(a), 3.4, 4.1 and 4.2 shall not refer to the Payroll Subscription. You may access the price schedule for Payroll by calling Intuit at 1-888-333-8580.

4.5.2 Tax Tables may be made available, in Intuit's sole discretion, to subscribers to the Payroll Subscription. Intuit grants you a limited non-exclusive license to use the Tax Table and related documentation only in connection with Payroll Subscription. You may only use or install the Tax Table updates on the computer(s) licensed to access the Software under this Agreement.

4.5.3 The following actions are violations of this Agreement under Section 5.3 hereof: (a) distributing copies of the Payroll Subscription to entities or persons that have not purchased a license to the Payroll Subscription from Intuit, or (b) permitting others to access the Payroll Subscription for their own purpose.

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- (c) Copying any portion of the printed materials, if any, accompanying the Software, or printing multiple copies of any user documentation; or
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5.6 You may not process payroll for any other person, company or legal entity without a valid Payroll Subscription.

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6.1 If you obtained the Software directly from Intuit, whether via quickbooks.ca or telephone, the fees and terms of payment for use of the Subscription are:

6.1.1 Once every calendar month (or other time period as mutually agreed upon by you and Intuit) ("Subscription Period"), you authorize Intuit to debit your bank account or charge to your "credit card" identified by you, a fee (plus any and all applicable taxes) for access to the Subscription ("Subscription Fee"). "Credit card" means bank issued credit cards, debit cards, electronic funds transfers, or such other means of payment as deemed acceptable by Intuit in its sole discretion. Any other fees owed by you under this Agreement will be debited to your bank account or charged to your credit card at the time such fees are due. Every twelve (12) months from the date you first subscribe to the Subscription and every subsequent twelve (12) month period starting on the anniversary date of your subscription shall be a "Subscription Year". You must have a valid credit card or sufficient funds in a Canadian chequing or savings account to cover any and all electronic debits of the Subscription Fees during the Subscription Year.

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7.1 You may cancel your Subscription at any time by notifying Intuit of your cancellation in accordance with Section 14.2. Intuit will charge to your credit card all fees owed by you under this Agreement.

7.1.1 Your cancellation will be effective by the close of your applicable Subscription Period in which Intuit receives your cancellation notice, however, if Intuit receives your notice with less than ten (10) business days left in the then existing Subscription Period, your cancellation will take effect at the close of the following Subscription Period, which in no event shall exceed one (1) calendar month. By way of example only, if your Subscription started on January 15, and Intuit received your notice of cancellation on October 20, your cancellation would be effective by November 15. If Intuit received your cancellation notice after November 5, your cancellation would be effective by December 15 and you would be required to pay for the Subscription Period which started on November 15.

7.2 If you have obtained a Subscription under Section 6.1, and you cancel your Subscription prior to the end of a Subscription Year, you may be subject to an early cancellation fee for Service rendered and Software provided to you ("Early Cancellation Fee") in addition to any other fees and taxes owed by you under this Agreement. Current Early Cancellation Fees can be accessed by calling Intuit at 1-888-333-8580. To determine whether an Early Cancellation Fee may apply to your cancellation, please see as follows:

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7.3 Deactivation Code and Reduced Functionality Mode. Intuit may embed a deactivation code in the Software which, upon cancellation/termination of this Agreement or your failure to pay fees owed by you (if any) under this Agreement, may automatically bar your access to the Subscription and Services. Note that you may still be able to access historical data for reporting purposes.

8. 60 Day Money Back Guarantee

In the event you determine that you are not satisfied with the Subscription/Software, whether obtained under Section 3.1(a) or (b) hereof, Intuit's entire liability and your exclusive remedy shall be as follows: you may cancel your order for a full refund (minus applicable shipping, handling and support/service fees) if within sixty (60) days of purchasing the Software or first signing up for the Subscription you: (a) send to the address set forth in Section 14.3 the Software and all items provided to you as part of the Services, your notice of cancellation, and documentation evidencing the date and amount you paid for your Subscription, if you are subject to Section 6.1 above (e.g. dated receipt, shipping invoice); (b) delete any Software

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THE INTUIT SOFTWARE AND RELATED SUBSCRIPTION AND SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT INTUIT AND ITS REPRESENTATIVES ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. INTUIT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE INTUIT SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE INTUIT SOFTWARE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

12. Limitation of Liability and Damages

12.1 THE ENTIRE AND SOLE LIABILITY OF INTUIT AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("SUPPLIERS") FOR ANY REASON SHALL BE LIMITED TO: (i) THE AMOUNT PAID BY YOU TO INTUIT OR ITS AUTHORIZED RESELLER FOR THE SOFTWARE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE WHICH, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, YOU WERE HARMED BY THE SOFTWARE, OR (ii) IF YOU OBTAINED THE SOFTWARE FROM ITS AUTHORIZED RESELLER UNDER SECTION 3.1(b) ABOVE, THE AMOUNT PAID BY YOU TO SUCH RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, TELECOMMUNICATIONS FAILURES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. INTUIT'S AND ITS SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO: (i) THE AMOUNT PAID BY YOU FOR THE SIX (6) MONTHS OF THE SOFTWARE IMMEDIATELY PRECEDING THE DATE WHICH, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, YOU WERE HARMED BY YOUR USE OF THE SOFTWARE, OR (ii) IF YOU OBTAINED THE SOFTWARE FROM ITS AUTHORIZED RESELLER UNDER SECTION 3.1(b) ABOVE, THE AMOUNT PAID BY YOU FOR THE SOFTWARE TO SUCH RESELLER. SOME

JURISDICTIONS MAY NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12.2 These limitations of damages set forth above are fundamental elements of the basis of the bargain between Intuit and you. Intuit would not be able to have provided the Service and/or the Software without such limitations.

13. Banking and other Third Party Services

In connection with the promotion or your use of the Software and Subscription, you may be made aware of and have access to online banking, online investment statement download, and other services, products, offers and promotions provided by third parties ("Third Party Services") and not by Intuit. If you decide to use such Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any of Third Party Services. You authorize Intuit to use and disclose your contact information, including name and address, for the purpose of making the Third Party Services you choose available to you. Your participation in such Third Party Services indicates your acceptance of such terms and conditions. You agree that the third party, and not Intuit, is responsible for the performance of the Third Party Services.

The Software and Third Party Services may contain or reference links to third party websites. Some of those links are provided as a convenience only. The inclusion of any link is not and does not necessarily imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Intuit or its Suppliers (defined below) of any information contained in any third party website. In no event will Intuit or its Representatives be responsible for the information contained in such third party website or for your use of or inability to use such website. Access to any other website is at your own risk, and you should be aware that linked websites may contain terms and privacy policies that are different from those of Intuit and its Representatives. You may be billed for certain of these Third Party Services by your financial institution or other third party and not Intuit. Neither Intuit nor its Representatives are responsible for such provisions, and expressly disclaim any liability for them. You are responsible for providing, at your expense, any access to the Internet and any required equipment.

14. Termination and Amendment

14.1 Your rights under this Agreement may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you must immediately cease using the Software, and delete or destroy all complete and partial copies of the Software, including all backup copies. Any termination of this Agreement shall not affect Intuit's rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software, Subscription or services (including but not limited to internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Intuit determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software or on any Intuit sponsored web site, including www.quickbooks.ca.

If your Software is QuickBooks Premier: Accountant & Bookkeeper Edition or QuickBooks Enterprise Solutions: Accountant & Bookkeeper Edition, additional means of notification may apply to you, and you acknowledge and agree that notice provided by Intuit in accordance with this Section 14.1 and/or as set forth in the ProAdvisor Terms & Conditions shall be valid.

14.2 Notification by You to Intuit: Any notification to be provided by you to Intuit under this Agreement must be made by one of the following means:

- (a) a letter mailed to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta, T6E 4T2; or

(b) a telephone call to 1-888-333-8580.

14.3 Address for Product Returns: All product returns under this Agreement must be sent via registered mail to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta T6E 4T2.

14.4 Address for Contacting Intuit: If you have any questions concerning this Agreement, you may contact Intuit by writing to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta T6E 4T2, Attn: Legal Department.

15. General Provisions

This Agreement sets forth Intuit's and its Representatives' entire liability and your exclusive remedy with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Intuit and sets forth the entire liability of Intuit and its Representatives and your exclusive remedy with respect to the Software and Third Party Services and their use. The Suppliers, agents, employees, distributors, and dealers of Intuit are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by Alberta law and the federal laws of Canada applicable therein, without regard to its choice of law or conflicts of law principles, and with respect to copyright and trademark matters to Canadian federal laws and international treaties. This Agreement is deemed entered into at Edmonton, Alberta, and shall be construed as to its fair meaning and not strictly for or against either party. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. This Agreement does not limit any rights that Intuit may have under trade secret, copyright, patent or other laws.

16. Export Restrictions

You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and Regulations under the Export and Import Permits Act (the "Acts") as well as by the United States Export Administration Act and Export Administration Regulations. You agree and certify that neither the Software nor any part or direct product thereof is being or will be used for any purpose prohibited by the Acts.

17. Privacy Policy

Intuit gathers certain end user information and personal data from its customers. Intuit adheres to all applicable laws governing the protection of any individual personal data provided to Intuit in connection with the use of Intuit products/services. Please go to www.intuit.ca and click on privacy" to review Intuit's current privacy policy in full. The privacy policy is subject to change without notice. You agree to be bound by the applicable Intuit privacy policies, including that your submission of personal information shall be deemed your consent to use such information in the manner set out in our privacy policy.

18. Language

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

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<http://www.intuit.com/canada>

Google Terms of Service

Welcome to Google!

1. Your relationship with Google

1.1 Your use of Google's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Google under a separate written agreement) is subject to the terms of a legal agreement between you and Google. "Google" means Google Inc., whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Google, your agreement with Google will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Google will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Google in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Google in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Google will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 Where Google has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Google.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Google

4.1 Google has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Google itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Google is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Google provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Google may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Google's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Google when you stop using the Services.

4.4 You acknowledge and agree that if Google disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that while Google may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Google at any time, at Google's discretion.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Google will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Google, unless you have been specifically allowed to do so in a separate agreement with Google. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Google, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Google may suffer) of any such breach.

6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Google for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Google immediately at <http://www.google.com/support/accounts/bin/answer.py?answer=48601>.

7. Privacy and your personal information

7.1 For information about Google's data protection practices, please read Google's privacy policy at <http://www.google.com/privacy.html>. This policy explains how Google treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Google's privacy policies.

8. Content in the Services

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Google (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Google or by the owners of that Content, in a separate agreement.

8.3 Google reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, Google may provide tools to filter out explicit sexual content. These tools include the 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.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Google may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that Google (or Google's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Google and that you shall not disclose such information without Google's prior written consent.

9.2 Unless you have agreed otherwise in writing with Google, nothing in the Terms gives you a right to use any of Google's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Google, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Google's brand feature use guidelines as updated from time to time. These guidelines can be viewed online at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may provide for this purpose from time to time).

9.4 Other than the limited license set forth in Section 11, Google acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Google, you agree that you are responsible for protecting and enforcing those rights and that Google has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by Google, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. License from Google

10.1 Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Google as part of the Services as provided to you by Google (referred to as the "Software" below). This licence 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 Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Google, in writing.

10.3 Unless Google has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling Google to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

11.2 You agree that this licence includes a right for Google to make such Content available to other companies, organizations or individuals with whom Google has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

11.3 You understand that Google, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Google to take these actions.

11.4 You confirm and warrant to Google that you have all the rights, power and authority necessary to grant the above licence.

12. Software updates

12.1 The Software which you use may automatically download and install updates from time to time from Google. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Google to deliver these to you) as part of your use of the Services.

13. Ending your relationship with Google

13.1 The Terms will continue to apply until terminated by either you or Google as set out below.

13.2 If you want to terminate your legal agreement with Google, you may do so by (a) notifying Google at any time and (b) closing your accounts for all of the Services which you use, where Google has made this option available to you. Your notice should be sent, in writing, to Google's address which is set out at the beginning of these Terms.

13.3 Google may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Google is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom Google offered the Services to you has terminated its relationship with Google or ceased to offer the Services to you; or

(D) Google is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by Google is, in Google's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect Google's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Google have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. EXCLUSION OF WARRANTIES

14.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, 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 OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

14.3 IN PARTICULAR, GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

14.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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.

14.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

14.6 GOOGLE FURTHER EXPRESSLY DISCLAIMS 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.

15. LIMITATION OF LIABILITY

15.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH GOOGLE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE GOOGLE WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

15.2 THE LIMITATIONS ON GOOGLE'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT GOOGLE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

16. Copyright and trade mark policies

16.1 It is Google's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers. Details of Google's policy can be found at <http://www.google.com/dmca.html>.

16.2 Google operates a trade mark complaints procedure in respect of Google's advertising business, details of which can be found at http://www.google.com/tm_complaint.html.

17. Advertisements

17.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by Google on the Services are subject to change without specific notice to you.

17.3 In consideration for Google granting you access to and use of the Services, you agree that Google may place such advertising on the Services.

18. Other content

18.1 The Services may include hyperlinks to other web sites or content or resources. Google may have no control over any web sites or resources which are provided by companies or persons other than Google.

18.2 You acknowledge and agree that Google is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that Google is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

19.1 Google may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Google will make a new copy of the Universal Terms available at <http://www.google.com/accounts/TOS?hl=en> and any new Additional Terms will be made available to you from within, or through, the affected Services.

19.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Google will treat your use as acceptance of the updated Universal Terms or Additional Terms.

20. General legal terms

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be

subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 The Terms constitute the whole legal agreement between you and Google and govern your use of the Services (but excluding any services which Google may provide to you under a separate written agreement), and completely replace any prior agreements between you and Google in relation to the Services.

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

20.4 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with Google under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Google shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

April 16, 2007