


EXHIBIT C

 Gmail by Google

Gmail Terms of Use

Welcome to Gmail! Before you register for your Gmail account, you must read and agree to these Gmail Terms of Use and the following terms and conditions and policies, including any future amendments (collectively, the "Agreement"):

- **Google Terms of Service** – Our general terms and conditions
- **Gmail Privacy Policy** – How we maintain and protect your personal information in Gmail
- **Gmail Program Policies** – Guidelines for using Gmail

Although we may attempt to notify you via your Gmail address when major changes are made, you should visit this page periodically to review the terms. Google may, in its sole discretion, modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the Gmail service. In the event of an inconsistency between the Gmail Terms of Use and either Google's general Terms of Service (available at http://www.google.com/terms_of_service.html) or the Gmail Privacy Policy (available at <http://www.google.com/mail/help/privacy.html>), the Gmail Terms of Use shall control. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. **Description of Service.** Gmail is a free, search-based email application from Google (the "Service"). You understand and agree that the Service may include content-targeted ads or other related information, as further described below and in the Gmail Privacy Policy. In addition, you understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. Google disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. Google also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.
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9. **Account Inactivity.** After a period of inactivity, Google reserves the right to disable or terminate a user's account. If an account has been deactivated for inactivity, the email address associated with that account may be given to another user without notice to you or such other party. For more information on how Google deals with account inactivity, please consult the Program Policies.
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12. **Indemnification.** You agree to hold harmless and indemnify Google, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Google will provide you with written notice of such claim, suit or action.
13. **Choice of Law; Jurisdiction.** These Terms of Use will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of such courts.

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