

# **EXHIBIT 1**



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## Google's AdWords Select Standard Terms and Conditions

**Introduction.** This Agreement between you and Google, Inc. ("Google") consists of these AdWords Select Standard Terms and Conditions ("Terms and Conditions"), the AdWords Select Program (the "Program") Frequently Asked Questions, which may be revised periodically, and the terms of any advertising campaign you submit or modify. "You" or "Advertiser" means the entity identified in this enrollment form, and/or any agency acting on its behalf, which shall also be bound by the terms of this Agreement. Please read very carefully these Terms and Conditions and the Program Frequently Asked Questions (the "FAQs").

1. **Uses; Partner Sites.** You agree that your ads may be placed on (i) any site owned or operated by Google (a "Google Web Site") or (ii) unless you opt out of the syndication program described on the FAQs, on any site owned by a third party (a "Partner") with which Google has an agreement to place AdWords Select ads ("Partner Site"). Unless otherwise agreed to in writing by Google, any ads may be modified without your consent to comply with any policy of Google or any Partner Site. Google reserves the right to, and in its sole discretion may, at any time review, reject, modify, or remove any ad. The Partners may also have certain rights allowing them to reject, modify or withdraw ads placed under this Agreement. No liability of Google and/or any Partner shall result from any such decision.
2. **Communications Solely With Google.** Even if your ad(s) are placed on Partner Site(s), you agree to direct to Google, and not to any Partner, any communication regarding your ad(s) on any Partner Site.
3. **AdWords Select FAQs.** The FAQs contain many important policies and procedures. Google may modify the FAQs at any time upon notice published on Google's Web Site.
4. **Parties' Responsibilities.** You are responsible for knowing the contents of the FAQs. You are solely responsible for the selection of all "Targets" (any keyword, negative keyword, category, and other targeting mechanism), and for the content of your ads, including URL links. Google is not responsible for anything regarding your Web site(s) including, but not limited to, maintenance of your Web site(s), order entry, customer service, payment processing, shipping, cancellations or returns.
5. **Prohibited Uses.** Google strictly prohibits using the Google Web Site or any Partner Site(s) (i) to generate fraudulent impressions of or fraudulent clicks on Advertiser's ad(s) or third-party ad(s), including but not limited to using 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) to advertise substances, services, products or materials that are illegal in any state or country where the ad is displayed; (iii) in any way that violates any policy posted on the Google Web Site, as revised from time to time; or (iv) to engage in any other illegal or fraudulent business practice under the laws of any state or country where the ad is displayed. You may not include links to any Web site(s) as part of your ad, unless the content found at such site(s) is relevant to your Target(s). You may not run multiple ads linking to the same or similar site on the same search results page. Violation of these policies may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences.
6. **Termination; Cancellation.** Google may at any time, in its sole discretion, terminate the Program, terminate this Agreement, or cancel any ad(s) or your use of any Target. Google will notify you via email of any such termination or cancellation, which shall be effective immediately. You may cancel any ad and/or terminate this Agreement with or without cause at any time. Cancelled ads will be discontinued within 24 hours of notice received via your account on the Program homepage. Termination of your account shall be effective when Google receives notice via your account on the Program homepage. Upon termination for any reason, (i) you shall remain liable for any amount due for ads already delivered or for clicks on any ad (s), and (ii) Sections 2 and 4 through 15 shall survive termination.
7. **Confidentiality.** Each party agrees not to disclose Confidential Information of the other party without prior written consent except as provided herein. "Confidential Information" includes (i) ads, prior to publication, (ii) submissions or modifications relating to any advertising campaign, (iii) clickthrough rates or other statistics (except in an aggregated form that includes no identifiable information about you), and (iv) any other information designated in writing as "Confidential." It does not include information that has become publicly known through no breach by a party, or has been (i) independently developed without access to

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- the other party's Confidential Information; (ii) rightfully received 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 levels of impressions or clicks for any ad on its site or those of its Partners. Google may offer the same Target to more than one advertiser. You may not receive any impressions for your ad(s) if for a given Target there are more advertisers than available display positions.
  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.** In no event shall Google or any Partner be liable for any act or omission, or any event directly or indirectly resulting from any act or omission of Advertiser, Partner, or any third parties (if any). EXCEPT FOR THE PARTIES' INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER 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 ADVERTISER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT PAID TO GOOGLE BY ADVERTISER FOR THE AD GIVING RISE TO 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 agree to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any government entity, and that Google may change its minimum pricing at any time, as reflected in the FAQs. If you dispute any charge made under the Program, you must notify Google in writing within sixty (60) days of any such charge; failure to so notify Google shall result in the waiver by you of any claim relating to any such disputed charge. Charges 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.
  12. **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; (b) you hold all rights to permit Google and any Partner(s) to use, reproduce, display, transmit and distribute ("Use") your ad(s); and (c) Google's and any Partner(s) Use, your Target(s), and any site(s) linked to, and products or services to which users are directed, will not, in any state or country where the ad is displayed (i) violate any criminal laws or third party rights giving rise to civil liability, including but not limited to trademark rights or rights relating to the performance of music; or (ii) encourage conduct that would violate any criminal or civil law. You further represent and warrant that any Web site linked to your ad(s) (i) complies with all laws and regulations in any state or country where the ad is displayed; (ii) does not breach and has not breached any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) is not false, misleading, defamatory, libelous, slanderous or threatening.
  13. **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., all relevant Partner(s), licensors, licensees, consultants and contractors) ("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, your Web site, and/or your breach of any term of this Agreement. Customer understands and agrees that each Partner, as defined herein, has the right to assert and enforce its rights under this Section directly on its own behalf as a third party beneficiary.
  14. **Information Rights.** Google may retain and use for its own purposes all information you provide, including but not limited to Targets, URLs, the content of ads, and contact and billing information. Google may share aggregate (i.e., not personally identifiable) information about you with advertisers, business partners, including syndication Partners, sponsors, and other third parties. If you elect to participate in the

syndication program, the display of your ad on Partner Site(s) will provide access to Partner(s) to the content of your ads, including the URL(s), and any contact or other information that can be obtained through such URL(s), as well as data regarding queries or clicks on directory categories that may enable such Partner(s) to determine your Targets.

15. **Miscellaneous.** Any decision made by Google under this Agreement shall be final. Google shall have no liability for any such decision. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting unpaid amounts under this Agreement. 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 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. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default. 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. Advertiser may not resell, assign, or transfer any of its rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Google. The relationship(s) between Google and the "Partners" is not one of a legal partnership relationship, but is one of independent contractors. This Agreement shall be construed as if both parties jointly wrote it.

May 17, 2002

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