

EXHIBIT 4

ShareThis Publisher Terms of Service

Welcome to ShareThis! We offer you ShareThis' applications, products, tools and services provided that you agree to the following terms. Please review them carefully.

YOUR AFFIRMATIVE ACT OF ACCESSING, USING OR REGISTERING FOR ANY SHARETHIS SERVICES AND APPLICATIONS SIGNIFIES YOUR AGREEMENT TO THE FOLLOWING TERMS ("Terms" or "Agreement"). YOU AGREE THAT THESE TERMS HAVE THE SAME EFFECT AS AN AGREEMENT SIGNED IN WRITING. You may not sign up or use the ShareThis Applications (described below) if you do not agree.

About ShareThis

ShareThis, Inc. and its affiliates ("we" or "us") offer publishers code, applications, graphics (including icons), tools, analytics, plug-ins and proprietary methods and systems that include, without limitation:

- * Sharing tools that include social web linking, bookmarking, rating, recommending, emailing, instant messaging, and posting to blogs capabilities;
- * Content trending tools; and
- * Analytical tools and data to help publishers analyze how and what content is being shared by users and to help identify audience influencers (collectively, the "ShareThis Applications").

We offer the standard ShareThis Applications on the Web at no charge to publishers in consideration of our publishers giving us the right to collect and use certain data from the use of our ShareThis Applications. Other customized or premium services, such as, advertising services, advertising network services, data analytical services and fee-based services may be subject to additional terms as agreed to by you and us.

About these terms

These Terms serve as a contract between you and us and governs your use of ShareThis Applications.

You agree to transact with us electronically and to receive all terms and notices from us by electronic means, either by email or by posting such notices online. You agree that these Terms may not be denied enforceability because they are in electronic form.

Changes

We make changes to these from time to time. When we make changes, we will post an updated version of these Terms at <http://sharethis.com/terms>. The changes take effect after we post or provide notice of the changes. You understand and agree that by continuing to use the ShareThis Widgets after we post or provide notice of the changes to this Agreement, you affirm your acceptance to the Terms as modified. Therefore, you should review these terms regularly to learn about any changes.

Registration

You do not need to register with us to visit our Web sites. However, you must register with us to use the ShareThis Widgets and Analytical Tools. You will receive basic Analytical Tools at no cost (free) and we will notify you of any significant feature changes or enhancements. If you register, you must complete the registration process and provide us with information about you that is complete, accurate and up to date.

Eligibility

ShareThis Applications are available only to (a) individuals who are legally capable of entering into contracts and (b) corporations and other legal entities authorized to form legally binding contracts under applicable law. If you are not eligible, you may not access or use the ShareThis Applications. We may refuse to offer the ShareThis Applications to any person and may change our criteria for eligibility, at any time, in our sole discretion. We retain the right to terminate your account and your rights to use the Service for any reason, including but not limited to, if we believe that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete or if we believe in our discretion that you are in violation of this Agreement.

Your responsibilities

You must use the ShareThis publisher site to get a ShareThis tool and/or code located at <http://sharethis.com/developers> or from one of ShareThis' authorized distributors (e.g., <http://sharethis.com/blogger>, <http://sharethis.com/typepad>, <http://sharethis.com/wordpress>). You may not copy code from another site, other than your own Site, using the ShareThis Widget. You agree to comply with all applicable laws and regulations.

You acknowledge that we offer the ShareThis Applications in the United States and that (a) we have not designed or customized the ShareThis Applications for use in any specific country or jurisdiction ("Territory"), especially outside the United States, and (b) you may not distribute or make available for use the ShareThis Applications in any Territory where such distribution or use would be contrary to local law or regulation. You are solely responsible for compliance with

local laws as applicable when you use the ShareThis Applications. You are solely responsible for (y) all resources needed to develop and operate your Site and for all materials that appear on the Site and (z) any information, text, postings, images, audio, video and all other materials ("Content") posted on your Site(s) and the conduct of your users. You must back up at your own expense any data and files that you desire to keep.

Ownership rights

The ShareThis Applications are owned by us and our licensors. The ShareThis Applications are protected by copyright and other intellectual property laws and treaties. We and our licensors reserve all rights not specifically granted to you. You may not reverse engineer, decompile, or disassemble any aspect of ShareThis Applications. You may not modify, adapt, or create derivative works from the ShareThis Applications. Do not remove proprietary notices. Do not help anyone else to do any of the things prohibited in this paragraph.

License Terms

We offer you the following rights to use the ShareThis Applications provided that you continue to comply with the terms of this agreement. You may use the ShareThis Applications only to your web site (the "Site") and for your personal or internal business purposes and not in connection with any other commercial purpose or application such as a toolbar, plug-in, helper, and component or other software that runs on an end user's computer. You may use our analytical tools and any data from such tools solely for your personal or internal business purposes to analyze and operate your Site(s) ("Analytical Data"). You may not: (a) share any Analytical Data with third parties that discloses personally identifiable information; (b) combine such Analytical Data with other third party data, including personally identifiable information ("PII") or with any other information that would result in PII; or (c) resell, distribute, transfer, license or sublicense such Analytical Data with third party advertising networks or behavioral data networks without our express, written authorization. You may not remove, distort or alter any element of the ShareThis Applications (including the HTML and JavaScript code). You may not use any component of the ShareThis Applications (including any HTML or JavaScript code) derived from the ShareThis Applications to license, sell, resell, distribute or redistribute any service or product that is similar in features and functionality as the ShareThis Applications. You may not copy the look and feel of our web sites or give the impression that your Site is a part or affiliated with any of our web sites. You may not transfer these rights to anyone else. If the service includes any download of software, you may download and install one copy of such software only on those computers that you directly own or lease. You may access the ShareThis Applications only through the software, interfaces and protocols provided or authorized by us.

About our software

Any software and computer code provided by us is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the software with only those rights as set forth herein.

Export Laws

You agree to comply with all applicable laws that regulate or prohibit the export or re-export of our software and technologies to certain countries and persons. You agree to comply with these laws and regulations at your own expense. You assume sole responsibility for any unauthorized exportation.

Sharing Data

In consideration of your access and use of the ShareThis Applications, you agree that we may collect data related to an end user's interaction with the ShareThis Applications, including without limitation, data regarding the sharing of Content from the Site(s) on a non-personally identifiable basis ("Sharing Data"). You grant us a non-exclusive, perpetual, worldwide and irrevocable right and license to collect, use, create derivative works and disclose data derived from the Sharing in accordance with our Privacy Policy located at www.sharethis.com/privacy and to allow our third party data partners to do the same.

Widget Cookies

In consideration of your access and use of the ShareThis Applications under this Agreement, you agree that we may deploy a cookie when an end user visits a page on any Site containing the a ShareThis Application (e.g., a sharing icon or widget) in order for us to collect information on categories of Content shared by such users and categories of user interests ("Widget Cookies"). Such Widget Cookies will be placed and used in accordance with our Privacy Policy located at www.sharethis.com/privacy and are not intended to identify or collect end user information on a personally identifiable basis. Unless otherwise agreed to by you and us, you grant us a non-exclusive, perpetual, worldwide and irrevocable right and license to collect, use, create derivative works and disclose data derived from the Widget Cookies in accordance with our Privacy Policy and to allow our third party data partners to do the same. Such data may be used to provide advertising of interest to such users. You understand and agree that we will give end users of you Site(s) the ability to opt out of the Widget Cookies at any time at www.sharethis.com/privacy.

Data

We will retain custody and ownership of all data and information collected or obtained by us through our networks from users of the ShareThis Applications and we provide any data to you as a service. You own all data that you collect directly from the users of your Sites.

Privacy

If you are an individual, our Privacy Policy is located at <http://sharethis.com/privacy>. By using ShareThis, you agree to this policy.

ShareThis, Inc. has a pending application for membership in the Network Advertising Initiative (the "NAI"). ShareThis is committed to maintaining compliance with the NAI's Self-Regulatory Principles. In support of those principles, you as a publisher shall be required to maintain a privacy policy, readily available on the "homepage", which (i) complies with all applicable laws and regulations; (ii) discloses that you collect and share user information with third parties for use in online advertising; (iii) discloses the type of information collected and shared by you; (iv) notifies consumers that you may allow third parties such as ShareThis to monitor your Sites for the purpose of reporting website traffic, statistics, advertisements, "click-throughs" and/or other activities, and such third parties may use cookies, web beacons and other monitoring technologies to compile and use anonymous statistics about your users; (v) obtains all rights and permissions necessary, if any, for ShareThis and its affiliates to use such data; (vi) provides consumers with an opportunity to opt-out of receiving cookies from ShareThis through a link to ShareThis' opt-out page, which can be found at <http://sharethis.com/privacy>; and (vii) provides consumers with an opportunity to opt-out of receiving cookies from third party advertising networks through a link to the Network Advertising Initiatives cookie opt-out page, which can be found at http://www.networkadvertising.org/managing/opt_out.asp.

Sharing content

We will not claim ownership in any content or materials that you post or submit on your Sites; however, by offering the ShareThis Widgets on your Site, you agree to allow others to view and share your Content. You grant us solely as necessary to provide the content through the ShareThis Applications, a worldwide, non-exclusive, assignable, fully paid-up, and royalty-free license to display, reproduce, distribute and perform (if applicable) your content through the ShareThis Applications and network. We welcome feedback, suggestions and comments from our users ("Suggestions"). However, if you provide any Suggestions to us, you agree that we may use your Suggestions in any manner as we determine in our discretion without compensation or limitations of any kind.

Advertisements

Our standard sharing tools do not include advertising; however, certain other ShareThis Applications that you may elect to use (such as our toolbar) may be supported by advertising revenue. Unless otherwise provided by agreement, ShareThis shall own all right, title and interest in and to the advertising and promotional spaces within the ShareThis network and has the right to sell all advertising within such spaces and to all revenues related to such advertising.

Any premium services in which advertising, and advertising network and behavioral data services are provided by us to you may be subject to additional terms.

Rules of conduct

You may not use the ShareThis Applications in connection with any content, materials, Web sites, activities or products that:

- * violate or infringe the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- * promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, pornography, prostitution, cigarettes, or firearms;
- * promote unlicensed sales of products or services, including without limitation, alcohol, prescription drugs or professional services;
- * violate any applicable laws, regulations or ordinance;
- * are threatening, abusive, harassing, hate material, defamatory, libelous, deceptive, fraudulent, obscene, pornographic, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- * victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- * impersonate any person, business or entity, including our employees and agents;
- * contain viruses, Trojan horses, worms, time bombs or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- * encourage conduct that would constitute a criminal offense, or that gives rise to civil liability;
- * offer, promote or encourage betting or wagering prohibited by law;
- * violate this Agreement, guidelines, the anti-spam terms below, or any policy posted on the service; or
- * interfere with the use of ShareThis by others.

You may not submit -- or cause to submit -- anything that is false or that you know is inaccurate. We may take any legal and technical remedies to prevent the violation of this Agreement.

Share Icon; Trademarks.

ShareThis, Inc. is the owner of the SHARETHIS name, mark and ShareThis' share icon ("Share Icon"). In order to facilitate the standardization of multiple source and destination sharing, ShareThis is offering its Share Icon for general use to the online community using guidelines similar to the Feed Icon Guidelines for the "RSS icon" published by the Mozilla Foundation. The complete Share Icon Guidelines ("Guidelines") can be found at: sharethis.com/about/share_icon_guidelines. The Share Icon must not be incorporated into or used in any combined trademark, service mark, trade name or other similar identifier (e.g., corporate or organization name) other than in connection with the trademark ShareThis. So long as you comply with the Guidelines and your obligations under these Terms, you may also use the Share Icon trademark for the purpose of promoting or advertising that you use the ShareThis Applications, provided that your Sites do not in our reasonable opinion (1) infringe, dilute or disparage our trademarks, (2) violate any applicable law, or (3) infringe any third-party rights. You hereby grant to us a nontransferable, nonexclusive license during the Term to use your trademarks and logos to advertise that you are using the ShareThis Applications. Nothing in these Terms grant or will be deemed to grant to one party any right, title or interest in or to the other party's trademarks.

No Spam

The ShareThis Applications may not be used direct or indirectly to transmit spam or other form of unsolicited bulk communications. We may terminate your access or use of the ShareThis Applications immediately and take any other legal action if you, or anyone using your access to the ShareThis Applications, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our network system.

Representations and Warranty

Each party represents and warrants to the other party that (i) such party has the full corporate right, power and authority to enter into the Agreement and to perform the acts required under this Agreement, (ii) the execution and performance of the Agreement by such party do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound, (iii) when executed and delivered by such party, the Agreement will constitute the legal, valid and binding obligation of such party, and (iv) each party's performance

of its obligations under this Agreement will not violate the intellectual property rights of any third party.

You further represent and warrant that (a) you own or otherwise control all of the rights to the Content and material that will be shared or access through the ShareThis Applications on your Sites and (b) each person depicted in any image on your Site, if any, has provided consent to the use of the image on your Site.
Content by others

We are not obligated for content provided or shared by others and we have no duty to pre-screen such content. We are not liable for content or materials that are shared through the ShareThis Applications. We are not responsible for content on the Internet.

DISCLAIMER OF WARRANTIES

We provide the ShareThis Applications "as-is," "with all faults" and "as available." WE GIVE NO EXPRESS WARRANTIES OR GUARANTEES. WE DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT. WE, OUR SUPPLIERS AND DISTRIBUTORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SHARETHIS APPLICATIONS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SHARETHIS APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SHARETHIS WIDGETS WILL BE CORRECTED. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT DATA PROVIDE VIA THE ANALYTICAL TOOLS WILL ALWAYS BE ACCURATE, UP TO DATE, OR MEET YOUR REQUIREMENTS.

LIABILITY LIMITATION

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US OR YOUR USE OF SHARETHIS IS TO DISCONTINUE YOUR USE OF THE SHARETHIS APPLICATIONS. WE AND YOU AND OUR RESPECTIVE OWNERS, SUPPLIERS, DISTRIBUTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party, its owners, employees, representatives and agents from all liabilities, claims, and expenses -- including attorney's fees -- that arise from such party's breach of this Agreement. In addition, you agree to defend, indemnify, and hold us and our owners, subsidiaries, employees, representatives and agents from all liabilities,

claims, and expenses -- including attorney's fees -- that arise from your use or misuse of the ShareThis Applications.

Remedies

You acknowledge that your breach of this Agreement may cause irreparable harm to us, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which we may be legally entitled, we will have the right to seek immediate injunctive relief in the event of a breach of such sections by you or any of your officers, employees, consultants or other agents.

General Terms

These terms make up the entire agreement between you and us regarding your use of the ShareThis Widgets. We may assign this Agreement at any time, with or without notice to you. You may not assign this Agreement, or any part of it, to any other person, without our prior written authorization. You agree that the laws of Ohio govern these terms and any claim or dispute that you may have against us. You further agree that any disputes or claims that you may have against us will be resolved by a court located in Hamilton County, State of Ohio, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. If for any reason a court finds that any provision or portion of these terms is unenforceable, the remainder of these terms will continue in force and effect.

You may also reference ShareThis Users Terms of Service located at:
<http://sharethis.com/terms>.

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