

EXHIBIT 4

6/22/2009

Google Inc. Advertising Program Terms

These Google Inc. Advertising Program Terms ("**Terms**") are entered into by, as applicable, the customer signing these Terms or any document that references these Terms or that accepts these Terms electronically ("**Customer**") and Google Inc. ("**Google**"). These Terms govern Customer's participation in Google's advertising program(s) ("**Program**") and, as applicable, any insertion orders or service agreements ("**IO**") executed by and between the parties and/or Customer's online management of any advertising campaigns. These Terms and any applicable IO are collectively referred to as the "**Agreement**." Google and Customer hereby agree and acknowledge:

1 Policies. Program use is subject to all applicable Google and Partner policies, including without limitation the Editorial Guidelines (adwords.google.com/select/guidelines.html), Google Privacy Policy (www.google.com/privacy.html) and Trademark Guidelines (www.google.com/permissions/guidelines.html), and Google and Partner ad specification requirements (collectively, "**Policies**"). Policies may be modified at any time. Customer shall direct only to Google communications regarding Customer ads on Partner Properties. Some Program features are identified as "**Beta**," "**Ad Experiment**," or otherwise unsupported ("**Beta Features**"). To the fullest extent permitted by law, Beta Features are provided "**as is**" and at Customer's option and risk. Customer shall not disclose to any third party any information from Beta Features, existence of non-public Beta Features or access to Beta Features. Google may modify ads to comply with any Policies.

2 The Program. Customer is solely responsible for all: (a) ad targeting options and keywords (collectively "**Targets**") and all ad content, ad information, and ad URLs ("**Creative**"), whether generated by or for Customer; and (b) web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products (collectively "**Services**"). Customer shall protect any Customer passwords and takes full responsibility for Customer's own, and third party, use of any Customer accounts. Customer understands and agrees that ads may be placed on (y) any content or property provided by Google ("**Google Property**"), and, unless Customer opts out of such placement in the manner specified by Google, (z) any other content or property provided by a third party ("**Partner**") upon which Google places ads ("**Partner Property**"). Customer authorizes and consents to all such placements. With respect to AdWords online auction-based advertising, Google may send Customer an email notifying Customer it has 72 hours ("**Modification Period**") to modify keywords and settings as posted. The account (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects after the Modification Period. Customer agrees that all placements of Customer's ads shall conclusively be deemed to have been approved by Customer unless Customer produces contemporaneous documentary evidence showing that Customer disapproved such placements in the manner specified by Google. With respect to all other advertising, Customer must provide Google with all relevant Creative by the due date set forth in that Program's applicable frequently asked questions at www.google.com ("**FAQ**") or as otherwise communicated by Google. Customer grants Google permission to utilize an automated software program to retrieve and analyze websites associated with the Services for ad quality and serving purposes, unless Customer specifically opts out of the evaluation in a manner specified by Google. Google may modify any of its Programs at any time without liability. Google also may modify these Terms at any time without liability, and Customer's use of the Program after notice that these Terms have changed constitutes Customer's acceptance of the new Terms. Google or Partners may reject or remove any ad or Target for any or no reason.

3 Cancellation. Customer may cancel advertising online through Customer's account if online cancellation functionality is available, or, if not available, with prior written notice to Google, including without limitation electronic mail. AdWords online auction-based advertising cancelled online will cease serving shortly after cancellation. The cancellation of all other advertising may be subject to Program policies or Google's ability to re-schedule reserved inventory or cancel ads already in production. Cancelled ads may be published despite cancellation if cancellation of those ads occurs after any applicable commitment date as set forth in advance by the Partner or Google, in which case Customer must pay for those ads. Google may cancel immediately any IO, any of its Programs, or these Terms at any time with notice, in which case Customer will be responsible for any ads already run. Sections 1, 2, 3, 5, 6, 7, 8, and 9 will survive any expiration or termination of this Agreement.

4 Prohibited Uses; License Grant; Representations and Warranties. Customer shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising related information from any Program website or property except as expressly permitted by Google; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice. Customer represents and warrants that it holds and hereby grants Google and Partners all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in Creative, Services and Targets needed for Google and Partner to operate Programs (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Creative or Targets) in connection with this Agreement ("**Use**"). Customer represents and warrants that (y) all Customer information is complete, correct and current; and (z) any

https://www.google.com/intl/en_us/adwords/select/TCUSbilling0806.html

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Use hereunder and Customer's Creative, Targets, and Customer's Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including without limitation intellectual property rights). Violation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences.

5 Disclaimer and Limitation of Liability. To the fullest extent permitted by law, GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. To the fullest extent permitted by law, Google disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii) click through rates; (iii) availability and delivery of any impressions, Creative, or Targets on any Partner Property, Google Property, or section thereof; (iv) clicks; (v) conversions or other results for any ads or Targets; (vi) the accuracy of Partner data (e.g. reach, size of audience, demographics or other purported characteristics of audience); and (vii) the adjacency or placement of ads within a Program. Customer understands that third parties may generate impressions or clicks on Customer's ads for prohibited or improper purposes, and Customer accepts the risk of any such impressions and clicks. Customer's exclusive remedy, and Google's exclusive liability, for suspected invalid impressions or clicks is for Customer to make a claim for a refund in the form of advertising credits for Google Properties within the time period required under Section 7 below. Any refunds for suspected invalid impressions or clicks are within Google's sole discretion. EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND CUSTOMER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO CUSTOMER'S BUSINESS) WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY CUSTOMER FOR THE AD GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including without limitation to acts of God, government, terrorism, natural disaster, labor conditions and power failures.

6 Agency. Customer represents and warrants that (a) it is authorized to act on behalf of and has bound to this Agreement any third party for which Customer advertises (a "**Principal**"), (b) as between Principal and Customer, the Principal owns any rights to Program information in connection with those ads, and (c) Customer shall not disclose Principal's Program information to any other party without Principal's consent.

7 Payment. Customer shall be responsible for all charges up to the amount of each IO, or as set in an online account, and shall pay all charges in U.S. Dollars or in such other currency as agreed to in writing by the parties. Unless agreed to by the parties in writing, Customer shall pay all charges in accordance with the payment terms in the applicable IO or Program FAQ. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer is responsible for paying (y) all taxes, government charges, and (z) reasonable expenses and attorneys fees Google incurs collecting late amounts. To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge (this does not affect Customer's credit card issuer rights). Charges are solely based on Google's measurements for the applicable Program, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Google and only in the form of advertising credit for only Google Properties. Nothing in these Terms or an IO may obligate Google to extend credit to any party. Customer acknowledges and agrees that any credit card and related billing and payment information that Customer provides to Google may be shared by Google with companies who work on Google's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Google and servicing Customer's account. Google may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Google shall not be liable for any use or disclosure of such information by such third parties.

8 Indemnification. Customer shall indemnify and defend Google, its Partners, agents, affiliates, and licensors from any third party claim or liability (collectively, "**Liabilities**"), arising out of Use, Customer's Program use, Targets, Creative and Services and breach of the Agreement. Partners shall be deemed third party beneficiaries of the above Partner indemnity.

9 Miscellaneous. THE AGREEMENT MUST BE CONSTRUED AS IF BOTH PARTIES JOINTLY WROTE IT AND GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOOGLE PROGRAM(S) SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY,

https://www.google.com/intl/en_us/adwords/select/TCUSbilling0806.html

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CALIFORNIA, USA, AND GOOGLE AND CUSTOMER CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. The Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number) or oral discussions are void. Each party shall not disclose the terms or conditions of these Terms to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation. Customer may grant approvals, permissions, extensions and consents by email, but any modifications by Customer to the Agreement must be made in a writing executed by both parties. Any notices to Google must be sent to Google Inc., Advertising Programs, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via confirmed facsimile, with a copy sent via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. Google and Customer and Google and Partners are not legal partners or agents, but are independent contractors. In the event that these Terms or a Program expire or is terminated, Google shall not be obligated to return any materials to Customer. Notice to Customer may be effected by sending an email to the email address specified in Customer's account, or by posting a message to Customer's account interface, and is deemed received when sent (for email) or no more than 15 days after having been posted (for messages in Customer's AdWords interface).

August 22, 2006

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What is Google's U.S. trademark policy?

As a provider of space for advertisements, please note that Google is not in a position to arbitrate trademark disputes between the advertisers and trademark owners. As stated in our Terms and Conditions, the advertisers themselves are responsible for the keywords and ad content that they choose to use. Accordingly, we encourage trademark owners to resolve their disputes directly with the advertisers, particularly because the advertisers may have similar advertisements on other sites.

As a courtesy to trademark owners, however, we are willing to perform a limited investigation of reasonable complaints about use of trademarks in ads. In the US, our policy permits use of the trademark in the ad text in the following circumstances:

Ads which use the term in a descriptive or generic way, and not in reference to the trademark owner or the goods or services corresponding to the trademark term.

Ads which use the trademark in a nominative manner to refer to the trademark or its owner, specifically:

Resale of the trademarked goods or services: The advertiser's site must sell (or clearly facilitate the sale of) the goods or services corresponding to a trademark term. The landing page of the ad must clearly demonstrate that a user is able to purchase the goods or services corresponding to a trademark from the advertiser.

Sale of components, replacement parts or compatible products corresponding to a trademark: The advertiser's site must sell (or clearly facilitate the sale of) the components, replacement parts or compatible products relating to the goods or services of the trademark. The advertiser's landing page must clearly demonstrate that a user is able to purchase the components, parts or compatible products corresponding to the trademark term from the advertiser.

Informational sites: The primary purpose of the advertiser's site must be to provide non-competitive and informative details about the goods or services corresponding to the trademark term. Additionally, the advertiser may not sell or facilitate the sale of the goods or services of a competitor of the trademark owner.

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What is Google's trademark policy and complaint procedure?

Trademark Complaint Procedures for AdWords and AdSense:

Google recognizes the importance of trademarks. Our [AdWords Terms and Conditions](#) with advertisers prohibit intellectual property infringement by advertisers. Advertisers are responsible for the keywords they choose to generate advertisements and the text that they choose to use in those advertisements.

Google takes allegations of trademark infringement very seriously and, as a courtesy, we investigate matters raised by trademark owners. Trademarks are territorial and apply only to certain goods or services. Therefore, different parties can own the same mark in different countries or different industries. Accordingly, in processing complaints, Google will ask the trademark owner for information regarding where the mark is valid and for what goods or services. Please note the following about our complaint process:

The trademark owner doesn't need to be a Google AdWords advertiser in order to send a complaint. Any such investigation will only affect ads served on or by Google.

Google's trademark policy does not apply to search results. Our investigations only apply to sponsored links. For trademark concerns about websites that appear in Google search results, the trademark owner should contact the site owner directly.

In the case of an AdSense for Domains trademark complaint, an investigation will affect only the participation of the domain name in question in our AdSense for Domains program.

Because Google is not a third-party arbiter, we encourage trademark owners to resolve their disputes directly with the advertisers, particularly because the advertisers may have similar ads running via other advertising programs.

AdWords Trademark Policies

Below, you can find information on our trademark complaint procedure across different regions as well as on our advertiser authorization procedure.

Trademark Complaint Procedure:

Regions in which we monitor ad text only

We can investigate the use of trademarks in ad text in the regions listed below.

Regions

Complaint Procedure

When we receive a complaint from a trademark owner for a region listed above, we only investigate the use of the trademark in ad text. **We will not disable keywords in response to a trademark complaint.** Furthermore, our investigation will only affect ads served on or by Google.

In the U.S., we allow some ads to show with a trademark in ad text if the ad is from a reseller or from an informational site. However, if our investigation finds that the advertiser is using the trademark in the ad text in a manner which is competitive, critical, or negative, we will require the advertiser to remove the trademark and prevent them from using it in similar ad text in the future. Learn more about our [U.S. trademark policy](#).

Outside the U.S., if our investigation finds that the advertiser is using the trademark in ad text, we will require the advertiser to remove the trademark and prevent them from using it in ad text in the future.

Google is dedicated to providing relevant advertising to our users, advertisers, and publishers alike. Accordingly, our trademark policy not to monitor the use of trademarks as keywords in the regions listed above aims to provide users with choices relevant to their keywords. At the same time, we

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investigate trademark violations in ad text, both as a courtesy to the trademark owner and to ensure that ads are clear to users.

Trademark owners may submit either a specific or general trademark complaint. A specific complaint means that we will investigate a trademark term(s) in specific advertisements only. The trademark owner is required to provide the exact URLs in question and we will not investigate the trademark in any other advertisements. A general complaint means that we will investigate the trademark in all relevant advertisements. The trademark owner does not need to provide the specific URLs in question. However, if there are specific advertisers that are authorized to use the trademark(s), the trademark owner is required to provide the corresponding customer ID(s) or login email(s).

If you have concerns about the use of your trademark in AdWords ads showing in a region listed above, [file a trademark complaint](#). If your complaint concerns use of your trademark in multiple regions, please send us one complaint with ownership information for your trademark in those regions. We will follow the appropriate procedure for each region submitted in your complaint.

- To submit your complaint via mail or fax, please complete the following steps:
 1. Fill in all required fields on our [online complaint form](#).
 2. When finished, select the **Submit** button.
 3. Print the email confirmation and send it to one of the following addresses:
Google Inc.
Attn: Advertising Legal Support Team
1600 Amphitheatre Parkway
Mountain View, CA 94043

Or via fax to: 650-649-1774
Attn: Google Trademark Complaints

Or via email to ads-trademarks@google.com

Regions in which we monitor both ad text and keywords

Trademark Authorization Procedure:

Authorization to Use Trademarks in Your Ad Campaign

Counterfeit Goods Complaint

Google AdWords prohibits the sale or promotion of counterfeit goods. Counterfeit goods contain a trademark or logo that is identical with or substantially indistinguishable from the trademark of another. Counterfeiters attempt to deceive consumers into believing the counterfeit is a genuine product of the brand owner, or sell their goods as faux, replicas or imitations of the original product. Counterfeit goods differ from standard trademark infringement in that counterfeiters attempt to pass off their goods as the originals, instead of merely using a similar mark in a confusing manner. Counterfeit goods differ from pirated products or copyright infringement because it is the trademark that is copied, rather than software, books, artwork, etc.

We will investigate all reasonable complaints; our actions may include disapproving or disabling ads and/or terminating advertisers. Any such investigation and action will only affect ads served on or by Google.

Please note that, upon request and approval, a complainant's contact details may be forwarded to the affected advertiser(s).

If you have concerns about the **sale of counterfeit goods in AdWords ads**, please file a [complaint](#). Note: This form is only available in English.

Learn more about the [Google AdWords Copyright policy](#).

AdSense Trademark Policy for Parked Domain Names

<http://adwords.google.com/support/bin/answer.py?answer=6118>

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Google provides an ad serving program via our AdSense for Domains service, wherein domain registrars can display ads on their inactive domains. If you have concerns about the **use of your trademark as a parked domain name**, [file an AdSense for Domains trademark complaint](#).

Once Google receives all of the required information from the trademark owner, the claim will be investigated, and appropriate action will be taken.

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Updates to AdWords Trademark Policy

What's changing with the AdWords Trademark Policy? When?

Google has made a policy revision that applies to complaints we receive regarding trademark use in keywords. Beginning 4 June 2009, keywords that were restricted as a result of a trademark investigation will no longer be restricted in the following regions:

Regions

Why did Google change its trademark policy?

Google's goal is to provide our users with the most relevant information, whether from search results or advertisements, and we believe users benefit from having more choice. Our policy aims to balance the interests of users, advertisers, and trademark owners while leveling the playing field for all advertisers.

Who's affected by the policy change?

Google's revised trademark policy applies to trademarks held in the regions listed above. We will continue to handle trademark complaints for all other regions pursuant to the existing trademark policy.

What will happen to existing trademark complaints?

Beginning 4 June 2009, keywords that were restricted as a result of a trademark complaint and investigation will no longer be restricted in the affected regions listed above. We will continue to monitor and restrict trademark use in ad text if your complaint indicated that you were concerned with ad text.

Will Google respond to trademark complaints in the affected regions?

Yes. With respect to those regions, Google will continue to perform investigations related to ad text, as is currently the case in the U.S., Canada, the U.K., and Ireland.

What are your plans to extend this policy to additional regions?

The revised policy only applies to the indicated regions above. We do not have any plans to extend this policy at this time.

Will trademark terms in my account start triggering ads?

Keywords that were restricted as a result of a trademark investigation may begin triggering your ads in the affected regions, starting 4 June 2009.

Does this mean that I can now use trademark terms as keywords?

Google is not in a position to make recommendations regarding the use of terms corresponding to trademarks. If you have further questions, we encourage you to contact your legal counsel and consult the AdWords Terms and Conditions.

How do I change the list of authorized users of my trademark in ad text?

If you would like to edit the list of authorized users of your trademark in your current trademark complaint, please send us a revised list. Learn more about our trademark authorization procedure.

Whom should I contact if I have further questions about this policy change?

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You can email trademark-policy-revision@google.com regarding any questions you might have about the policy change.

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