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Genre Analysis of Google Terms of Service

The thesis is submitted in partial fulfilment of requirements for the degree of MA in
Linguistics

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Abstract

Agreements and contracts are legal documents that protect the rights and obligations of all the parties involved under them. In the case of internet, those documents are Terms of Service, Terms and Conditions or Terms of Use. Since the wide spread use of the internet and particularly in the last decade, there has been a rising interest in the research of Terms of Service, particularly their readability and understanding. However, various studies tend to focus solely on surveys and/ or statistical readability data as a way to analyse them. This paper aimed to fill in the gap in the research of structure and language of Terms of Service by employing genre analysis. The current study is based on twenty Google Terms of Service editions and analyses the structure and linguistic choices of the document over time. The analysis of twenty Google Terms of service documents ranging from 1999 to 2022 revealed that the broader structure of Terms of Service did not change considerably much during those years and that they employ readable language with recognizable move patterns.

Keywords: genre, genre analysis, legal language, Terms of Service.

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List of abbreviations

EEA - European Economic Area

EU - European Union

ESP - English for specific purposes

FRES - Flesch reading ease scale

LLC - Limited Liability Company

LSP - Language for specific purposes

PP - Privacy policy

SFL - Systemic functional linguistics

ToS - Terms of Service

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1. Introduction

For a long time professional discourses have been a centre of focus in many genre and register studies. Legal discourse in particular garnered attention for its very technical and hard to understand uses of discourse conventions. Especially with regard to texts that might be read and not understood by laypeople, texts that could directly affect them for example laws, waivers or agreements to name a few.

Standard agreements and contracts are what protects and regulates the rights and obligations between parties who engage in any form of reciprocal business related relationships. They are always needed to structure the interactions of parties so they would not have to worry about their rights. For quite a while now, due to the emergence and spread of technologies and the internet, the need for regulating documents online between online businesses (providers) and their clients (users) has been a necessity. Standard practices of agreements and contracts were adapted to the online environment creating Terms of Service otherwise known as Terms of Use or Terms and Conditions, which state the rights and obligations of both parties, thus forming a type of digital agreement between the two. However, while the usual face to face interaction between parties would allow for clarifications, negotiations and possible changes to a document, online documents present mostly a one-way flow of information, this way possibly creating miscommunications or misunderstandings. Legal discourse in particular, is often regarded as highly difficult and archaic in its language and text organization. Thus, to achieve a good communicative event, an understandable and clear form and language of the document becomes more important than usual, but it is not always available.

Based on recent experimental, survey grounded studies (Elshout et.al 2016; Oeldorf-Hirsch and Obar 2018, 2019; Noto La Diega 2019; Benoliel and Becher 2019) it can be seen that digital consumer contracts, also known as Terms of Service, Terms of Use or Terms and Conditions are statistically implied as structured and written in a way that dissuades consumers from reading them. Consumers state often-changing document editions, dissimilar text forms, long texts and difficult vocabulary as reasons for their avoidance to read, even though around 74 to 80%¹ or higher admit to not reading them at all. While websites themselves state that Terms of Service are changed to improve and make them “<...> easier for you to understand. These changes reflect an evolving regulatory environment and also our ongoing efforts to simplify how we communicate with users.” (Google Privacy and terms FAQ). Both sides so far

¹ The percentage varies depending on the study.

seemingly only reviewed by focus group studies and readability statistics² but not a broader linguistic approach. One that could help readers anticipate or notice certain genre forms and conventions, as the more genre knowledge one has, the easier it is to recognize and understand genres of particular discourse communities (Bhatia 1993, 1997). The present paper aims to fill in a gap in the research of structure and language of Terms of Service by employing genre analysis and analysing the move structures and linguistic choices together with statistical data and digital devices based on a diachronic look at Google Terms of Service.

1.1. Aim and scope

The aim of the paper is to conduct a Terms of Service analysis and comparison that would provide a look at Terms of Service as a genre over time to determine the move structure(s) and prominent linguistic features as a way to see genre changes and if the mentioned dissimilarity of text form could be noticed in the case of this analysis. The research would try to identify a move structure, which would create an explained pattern to see how the text is structured, potentially elaborating on the experimental and survey findings about ToS. To achieve the set aims towards Terms of Service as a genre, the following research questions are set:

1. What are the main structural parts of ToS and are they consistent.
2. What are the prominent linguistic features and digital devices of ToS.
3. Are ToS becoming less or more difficult based on linguistic statistics.

The paper will be centred on the analysis and comparison of twenty versions of Google Terms of Service, noticing the before mentioned genre aspects and trying to answer the set questions of structural (move) consistency, legal to plain language use and change over time as a way to notice the possible changes to genre.

² Statistics computed by one of the two or both Flesch–Kincaid readability tests designed to indicate the readability and difficulty level of any form of written discourse in English. For more information, refer to: Farr, J. N., Jenkins, J. J., and Paterson, D. G. 1951. Simplification of Flesch Reading Ease Formula. *Journal of Applied Psychology*. 35 (5) 333 – 337. Or Flesch, R. 1948. A new readability yardstick. *Journal of Applied Psychology*. 32 (3) 221–233. Both available from: <https://psycnet.apa.org/home>

1.2. Structure of the paper

First the 2nd section titled Literature review will present the theoretical background for the paper. Part 2.1. of the section will briefly discuss legal discourse and implications towards plain English language, why genre and register studies might be important and needed for readers and writers of the discourse. Part 2.2. of the section will move on to talk about how genre and register can be distinguished in discourse. Part 2.3. of the section will then go on to define genre through the discussion of genre and its approaches. Section 2.4. will move on to discuss the need of genre knowledge in interpreting texts, especially texts that are no longer just printed. Part 2.5. will then move on to legal genres and difficulties of their classification. While the final part of the second section will present some of the current studies talking about Terms of Service.

Section 3 will discuss the data and methods, followed by section 4 discussing the analysis and results of the study. After results, section 5 will follow with discussions; with section 6 following to present the conclusions after which the alphabetical reference list and the summary in Lithuanian will be presented respectively. An annex at the end will contain the research materials.

2. Literature review

Traditional genres are continuously evolving, coexisting with emerging genres determined by social and technological changes.

(Badea 2018: 21)

2.1. Language and Law

Law, which stems from sociality and is realized and broadened by it as well, is considered as a regulator of social relationships (Mesonis 2011) and is mostly expressed through legal texts written in legal language, otherwise known as legalese (Kirby 2007 quoted in Berūkštienė 2016). Legal texts, and legal discourse in general, due to their structure and language, can often be considered lengthy, term driven and overbearing for the non-professionals, also known as laymen in legal jargon. The intricate linguistic structures that largely use passive voice, modal verbs, technical jargon, Latin phrases, nominalisations, intertextuality, doublets or triplets and the wordiness of long sentences is what positions legal language as one of the most complex languages to be used and understood by non-specialists (Waters 1997; Veretina-Cheriak 2012; Sobota 2014; Čėsniienė 2014; Čėsniienė and Daračienė 2014; Tufler 2015; Zodi 2019 etc.). According to Čėsniienė and Daračienė (2014), the

miscommunication that results from the mentioned deep-rooted legal conventions between the legal genre communities and other participants of law is what triggers the need for plain language.

The concept of legalese is thus tackled by the plain language movement, which seeks to simplify the legal language first in structure (minimizing archaic legal vocabulary and terminology, using active voice, avoiding nominalizations etc.) and later, where possible in form, to make it more comprehensible and accessible to non-professionals. However, the comprehensibility of legal texts in relation to plain language implementation is questionable as “sometimes it is the linguistically simplest texts that raise the most serious comprehensibility problems” (Zodi 2019: 246). Certain legal terms and forms are necessary for legal texts, as they are not self-explanatory; their purpose is to convey information rather than to explain it (Benion 2007 quoted in Sobota 2014). Contradictory factors such as those then lead to the controversial nature of the concept of plain language: some are supporting it in order to minimize the difficulties of legalese, while others consider it anti-legal for attempts to distort traditions and the functionality of legalese for law specialists (Kimble 1994- 1995, 1996- 1997; Sobota 2014; Tufler 2015; Zodi 2019; Meza et.al 2020).

In order for people to comprehend legal texts, the understanding of legal language and the way in which legal texts are constructed, especially genre and register is particularly important. Understanding or being able to recognise genres, known as communicative events associated with particular types of social occasions, can help both the creators of texts and the readers in constructing texts and understanding their meaning (Swales 1990; Bhatia 1993, 1997; Trosborg 1997; Hatim and Mason 1997 quoted in Badea 2018). Having at least some genre knowledge, would allow to facilitate recognisable factors of discourse while also further increasing the knowledge of the participants of said communication towards genre and register.

The next part will discuss genre in relation to register and discourse, as well as present a brief distinction between register and genre recognition.

2.2. Discourse, genre and register

Discourse as a research area is vast and engulfs numerous theories as well as studies, which deal with the use, explanation and in certain cases of discourse communities, the systematization of language (Martin 1992; Eggins and Martin 1997; Lee 2001). According to Berūkštienė (2016: 94), in terms of written language “<...> discourse is made of texts falling under different text types which are further classified into genres”, genre and register deal with the composition of texts and their language used in certain contexts by certain discourse

communities (Lee 2001). Thus, it can be said that when communicating, creating or using discourse people consciously or more often subconsciously, use certain genres and registers which represent the discourse community they belong to or want to address. The analysis of genres or registers can be used in examining how and why discourses and texts are similar or different and help observe their variabilities (Eggins and Martin 1997; Biber et. al. 2007; Biber and Conrad 2009). Having said that, it is important not to confuse genre with register.

Lee (2001) in his study on genre and register concepts and their separation presented two criteria to find and distinguish between discourse genres and registers. That is the external and internal criteria of texts. Text external criteria were defined as non-linguistic factors and properties other than lexical or grammatical co-occurrences that form the structure of discourse to which genres were attributed (Lee 2001). While the inner criteria were noted to be the lexical and grammatical categories of text, which form registers, the language of discourse and genre (Lee 2001; Bhatia 2015). Registers themselves can be used in situations between certain groups of people, professional or not and are considered a rational, genre-appropriate language choice (Harmer 2004). Though it is worth noting that sometimes one genre might have different variations of registers (Eggins and Martin 1997). Registers can be written in varying degrees of official or unofficial language forms, professional terms or terms of simple usage, as well as terms used only by highly specific discourse communities such as legal discourse community. Though it is worth mentioning that some terms can also be used by different discourse communities and carry different meanings in them.

Registers in themselves are encompassed by the concept of genre (Lee 2001), though while genres have to be complete, registers can be recognized from fragments of texts, sentences or even simply phrases. Both genre and register (their analysis) are said to be “commonly used in association with the communicative purposes and situational context of texts” (Biber and Conrad 2009: 2) and as parts of discourse research, are inseparable from the context of discourse and discourse communities (Eggins and Martin 1997; Lee 2001; Martin-Martin 2003) which Swales (1990: 58) regarded as “the parent of genre”. The term of discourse community is said to testify “<...> that discourse operates with conventions defined by communities, be they academic or social <...>” (Herzberg 1986: 1 quoted in Swales 1990: 21) and that discourse helps to maintain and extend the knowledge and initiate new members into the communities (Herzberg 1986 quoted in Swales 1990) this way also developing register and genre theories. From the short summary of genre and register distinction in discourse, a wider look at the concept of genre is still needed.

The next part will present the concept and varying definitions of genre through different genre approaches.

2.3. Defining genre: approaches to genre

Genre as a concept itself could be said to have existed as far back as the ancient Greek and Roman times, where ballads, tragedies and other literary genres arised (Todorov 1976). At the beginning genres were a notion reserved to the literary studies only. For a long time the concept of genre has been used exclusively in literary discourses in both the European and American research traditions (Eggins and Martin 1997). However, over time and with new research focuses genre studies became prominent outside of only the literary scope. Genres were discussed and researched by linguists such as Swales (1990; 2004), Martin (1992), Bhatia (1993, 1997, 2002, 2015), Eggins and Martin (1997), Yates and Orlikowski (1997, 1998, 2002), Lee (2001), Hyland (2002), Marcinkevičienė (2007), Biber et. al. (2007); Biber and Conrad (2009), Kalinauskienė (2014) and many others.

According to Bhatia (1997: 629) at present “<...> genre theory and its application is no longer restricted to a specific set of researches in any one field or any particular section of the globe, but has grown to be of much wider significance than what was envisioned at one time”. Genre studies branched out and several varying approaches to genre were formed, the three main being the New Rhetoric (NR)³, Systemic functional linguistics (SFL) and English for Specific Purposes (ESP) genre approaches.

The New Rhetoric approached genre as “a socially standard strategy, embodied in typical form of discourse, that has evolved for responding to a recurring type of rhetorical situation” (Coe and Freedman 1998: 137 quoted in Hyland 2002). The importance was placed on socio-contextual aspects of genre as social action, investigating genre and context as a motivated functional and contextual relationship between particular texts and recurrent social situations (Coe 2002 quoted in Hyland 2002; Martin- Martin 2003). The approach attempted to trace genre change in relation to sociocultural phenomena and the way they might influence the opinions and decision-making regarding texts, those that usually have impact on life (Bawarshi and Reiff 2010). The New Rhetoric approach tried to find out discourse users’ beliefs, values and attitudes towards the “<...> communities of text users that genres imply and construct” (Hyland, 2002: 114).

Different from the New Rhetoric in choice of focus, the Systematic functional linguistics approach to genre was motivated by language and literacy education as opposed to investigating genres as social actions. The Systematic functional linguistics viewed genre “<...> as a staged, goal-oriented social process realised through register” (Martin 1992) where

³ New Rhetoric is sometimes also called the Rhetorical Genre Studies (RGS) approach.

the approach to genre concerned social purposes of text setting and the function of language in them (evolving schematic rhetorical structures) (Hyland 2002; Martin- Martin 2003). In this approach, linguistic properties alone could define a genre, the focus was placed mainly on the way language choice defines and helps recognize genre, which then was considered to be mediated through register (Eggins 1994). SFL's choice of focus was explained in that, even a text with poor or flawed structure could be recognized and accepted as a genre, while a poorly worded one would signal that it does not belong to a certain genre (Mauraner 1993 quoted in Martin- Martin 2003).

The English for specific purposes approach then seems to be the middle ground for both the Systematic functional linguistics and the New Rhetoric approaches of genre, even though it is often thought to lean more towards the SFL approach. English for specific purposes approach sees genre as:

<...> a class of communicative events, the members of which share some set of communicative purposes. These purposes are recognized by the expert members of the parent discourse community, and thereby constitute the rationale of the genre. This rationale shapes the schematic structure of the discourse and influences and constrains the choice content and style <...> narrowly focused on comparable rhetorical actions <...> structure, style, content and intended audience (Swales 1990: 58).

The focus of ESP is placed on the communicative purpose(s) of genre, its consistency and the way it lends to learning and teaching of formal features of text, mainly in institutional contexts. English for specific purposes approach looks at move analysis in rhetorical structures and grammatical features as a way to teach the conventionalized organization and formation of texts in certain discourse communities (Swales 1990, 2004; Martin- Martin 2003). Through the approach, ESP tried to discern how native and non-native English users create texts (usually academic or institutional) and how genres might differ based on the writer's use of genre conventions. Where move and step analysis of rhetorical strategies, whether linguistic or visual, help notice the obligatory or optional move patterns and the outline of inner information flow. In academic settings, the most prominent genre models and prime examples of genre conventions are: C.A.R.S (create a research space) model for introduction of journal and academic articles and the IMRaD (introduction, methods and materials, results and discussions) model of structure for research papers (Swales and Feak 2012).

The three approaches can then be summarised by considerably one of the best and widely used genre descriptions proposed by Bhatia (1993) deriving from Swales (1990) where genre is described as:

<...> a recognizable communicative event, characterized by a set of communicative purpose(s) identified and mutually understood by the members of the professional or academic community in which it regularly occurs. Most often it is highly structured and conventionalized with constraints or allowable contributions in terms of their intent, positioning, form and functional value. The constraints are often exploited by the expert members of the discourse communities to achieve private intentions within the framework of socially recognized purpose(s). (Bhatia 1993: 13)

From the definitions of genre, it is clear that the communicative purpose is of central value to genre, closely followed by rhetorical situations and the varying conventional structures while the professional and academic communities seem to be staged as usual targets of genre research. Bhatia (1997) later attributes the choice of research focus to the fact that professional discourses have a greater variety of genre generalization levels, the ways to identify and place genres and the conventions they pose. Institutional genres and discourses present themselves as highly structured, though at the same time can be more dynamic as changing socio-cognitive needs could fuel the genres need to adapt (Bhatia 1997). Evolving genre conventions and new variants of traditional genres can be seen more often, genres become embedded one to another and different sub-genres or hybrid genres can also emerge, especially with the use of new technologies (Bhatia 1993, 2002; Duran et. al. 2005: 11 quoted in McMahon 2013). Some genres that were used in print become multimodal and require more interdisciplinary knowledge, or completely new genre forms arise for example weblogs or homepages of websites that require adaptation of genre theories to account for the new medium (Bauman 1999; Askehave and Nielsen 2005a, 2005b; Santini 2007; Bawarshi and Reiff 2010). The importance of genre study and knowledge comes to be even more needed as a way to account for some of the forming changes.

The next part will briefly further discuss the importance and need for genre knowledge.

2.4. The need of genre knowledge

Based on the presented definitions of genre and explanations of genre approaches, a need to understand and use language and form accordingly should lead people to acquire certain knowledge and skills in reading and interpreting given texts. Studying genres according to Bhatia and Solmani Nodoushan (2015: 122), is “<...> a way of analysing, interpreting, and accounting for some of the discursive actions taking place in specific academic and professional contexts, and considering context and any form of specific genre knowledge as an important contributor to its understanding of genre”. Having achieved mastery of different text varieties

would help increase the access to information and expand the person's ability to participate in varying discourse communities as well as notice the changes in them (Biber et. al. 2007; Biber and Conrad 2009). Such skills can be practiced and achieved through consistent exposure to specific genres or through genre studies as “<...> genre theory is solidly established today as a tool for the research into all aspects of professional communication and language variations <...>” (Orts and Rizzo 2011: 1). The goals of the genre theory are:

- <...> to represent and account for the seemingly chaotic realities of the world;
- to understand and account for the private intentions of the author, in addition to socially recognised communicative purposes;
- to understand how language is used in and shaped by socio-critical environment; and,
- to offer effective solutions to pedagogical and other applied linguistic problems. (Bhatia 2002)

Knowledge of proper and correct use of words to create cohesive texts is one of the ways to try to influence the addressee and see the conventions of certain discourse communities, why and how they are used in everyday life (Bhatia 2015). With this in mind, the relationship and use of genre and register concepts is of particular importance especially in the studies and use of languages for specific purposes (LSP) and in the case of this paper the study of legal discourse online, particularly its genres and their construction both in form and language. According to Bhatia (2002), studying genres of LSP discourses can help to not only see how languages are used in them but also help observe how readers form expectations of the discourse and language structures. Different genres and strategies of genre analysis can help to form reader response and shape the way they understand the text they read. The more studied and known the genre, the easier it is for the reader to recognize its communicative intentions and the linguistic or structural forms found in it, as well as for the writer to construct the text (Eggins and Martin 1997; Orlikowski and Yates 2002; Sobota 2014).

Research projects and papers concerning genre become more needed and important in their specific or overlapping areas, helping to learn about different and possibly changing LSP discourse conventions and their expectations like legal discourse in law being a social construct intended to regulate the relationships between people, government and the commercial world (Bhatia 2002; Mesonis 2011). The study of legal genres becomes important as they help learn about the way legal language is used in certain contexts and the expectations one might have when encountering specific legal genres (Bhatia 2002; Berūkštienė 2016) both in their form and use of legalese. Thus a look at legal genres and their varieties is needed.

The next part will focus on legal genres and possible difficulties of defining them.

2.5. Legal genres

So far, most of legal genre studies seem to centre on the so-called highly specialised legal genres (e.g. court documents, directives etc.) or in many cases rather their notion as types of legal discourse. In addition, while there certainly are recognizable legal genres, some of their classifications in the field could still be considered difficult. The fact that there can be as many very similar or completely different legal genres as there are systems of law, legal branches or types of lawyers or legal professions etc. is what begins the difficulty (Waters 1997; Varo and Huges 2002; Berūkštienė 2016). That later is further complicated since the mentioned genre variations could also present different variants of genre based on region, continent, country or the school where legal practices were taught (Varo and Huges 2002; Berūkštienė 2016). Some even go as far as to say that “there seems to be no consensus on the criteria lying at the basis of the classification of legal texts into genres.” (Badea 2018: 22) which is definitely too strong of a statement. Agreements towards legal genre definition can be and are reached, but they are accompanied by uncertainties and hesitations influenced by the many possible varieties of classification choice (Bhatia 1997).

The various mentioned genre placement difficulties in legal discourse might also come from the reality that even though Law or rather the legal discourse is mentioned more than several times when discussing discourse and genre, there still seems to be a lack of legal genre studies, especially in regard to the less legislative legal genres or various sub-genres, hybrid genres or imbedded genre forms that can also emerge in the digital context (Bhatia 2015). Legal genre studies, or the seeming lack of some of them, when comparing with genre studies of other disciplines, is an important topic considering that “<...> legal genres provide the platform from which to generate new knowledge in the context of a disciplinary and interdisciplinary culture of law” (Tessuto 2012: 5). And even though there are statements of the difficulties in classifying legal genres there are at least several known possibilities that also come from the same wide variety of possible genre choices. For example, Šarčević (1997) does not present genres, but rather gives a typology of legal text based on their intended function, that is: 1) primarily prescriptive for normative texts, 2) primarily descriptive but also prescriptive for court proceedings and 3) purely descriptive texts that are written by legal scholars (Šarčević 1997). All of which are meant for communication between legal professionals only. In a much similar typology, as an inclination towards legal genres, Cao (2007) distinguishes four groups or sub-varieties of legal texts, the one difference with Šarčević (1997) being that Cao (2007) places a group for texts that could be written for laymen. The four being: 1) Legislative texts, produced by lawmaking authorities, 2) Judicial texts, produced by judicial officers and other legal

authorities in the process, 3) Legal scholarly texts which are produced by academic lawyers or legal scholars and 4) Private legal texts which include texts written by lawyers for different legal situations (Cao 2007).

Varo and Huges (2002) give a somewhat broader but at the same time less defined suggestion that legal texts that form legal genres mirror various branches of law, i.e. civil or administrative etc. While Berūkštienė (2016), seems to summarize all, by suggesting that legal texts may be divided into several genres based on the branches of law or legal professions, or simply according to the situation and the function of use for the text, which leaves quite a gap for interpretation. According to Tiersma (2010) every genre of legal text presents a stereotypical format, usually written in legalese and containing at least one particular act of legal speech meant to carry out the intended functions of the text. This variety of possibilities reiterating the need for more legal genre knowledge, particularly on the front of more laypeople centred legal documents. As even the aforementioned possible genre distinctions seem to centre more on the side of documents written by professionals for professionals and not much is shown in consideration of documents that could or would be accessed by laypeople and could be an influence on their daily lives. Thus it seems that gaining knowledge of legal genres and the understanding of legal language has become more important as laws now become a crucial part of regulating digital content as well, and genres are said to “<...> go beyond conventional typologies of written and spoken texts towards unconventional approaches that include visual modes and the internet, among others.” (Orts and Rizzo 2011: 1).

Some studies now look at novel⁴ digital legal documents such as cookie policies, privacy policies, licensing agreements and Terms of Service that state the legal rights and responsibilities of both the drafter- service provider and the reader- the user (Obar and Oeldorf-Hirsch 2018). Though the majority of the works concern the study of reader response to ToS for communication studies based on surveys or their technological aspect rather than genres and the way they are constructed from a linguistic point of view. There seems to be a gap in research towards ToS and their obligatory and optional forms, the way they are structured linguistically. Genre study helps notice repeating form and language constructions and their use, two aspect that help form certain writer-reader expectations and aid in interpreting and understanding the texts better. The mentioned genre conventions seem particularly relevant to analyse in response to the results of studies such as Obar and Oeldorf-Hirsch 2018, Oeldorf-

⁴ Novel emerged genres, are new genres that can be acknowledged by an audience, but their forms and conventions might not always be adequately understood and described. In general, based on a variety of factors for their emergence, digital genres have far broader categorizations then might seem. For more one can refer to Santini (2007) in references.

Hirsch and Obar 2019, Noto La Diega 2019 and other that investigate the understanding and attitudes towards Terms of Service (ToS) and Privacy Policies (PP). Though their investigations are based on surveys and sometimes the Flesch Reading Ease Score (FRES) readability formula that looks at the “difficulty” of the text based on word and sentence length of the text rather than a genre based approach.

2.6. Terms of Service

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Google services, and what we expect from you.

(Google Terms of Service 2020)

As mentioned in the previous part, Terms of Service represent a legally binding agreement between service providers and consumers online and are seen as legal outlines to be followed. However, it seems that not much research has been done in regard to their composition and language from a genre or linguistic based perspective as opposed to a statistical computation of readability or surveys. Such researchers usually discuss language and some text structure according to the participant attitude and statistics, but do not actually study them. This shows a need for research into form and language of ToS. Some of the newest studies in this area help see the current view that readers and researchers have on the state of ToS.

A 2019 study of ToS based on focus group surveys by Oeldorf-Hirsch and Obar found three specific attitudes of older (50+ years) adults in regard to ToS understandability. The three major attitudes being: 1) they are overwhelming; 2) they are important but time-consuming; and 3) they are irrelevant. Based on the findings, the study suggests that better text structure and language use should be implemented into ToS while drafting them, concluding that the respondents were willing to take time to read the TOS and PP but only if they deemed them very important.

Another 2019 study by Noto La Diega⁵ that also looked at ToS was based on focus groups as well as structured interviews and online surveys of ToS, PP and website guidelines. Noto La Diega did an interdisciplinary research based on answers of a number of dating application users where part of the research looked at participation response towards ToS and PP's. The research found that the majority had negative feelings concerning difficult and long text that they saw as confusing and dissimilar in structure, to which FRES results also added

⁵ In 2020 the author also co-wrote a paper about the most legally (copyright law) problematic ToS of randomly picked remote teaching platforms. Pascual, L., Jütte, B., Noto La Diega, G. & Priora, G. 2020. Copyright and Remote Teaching in the Time of Covid-19: A Study of Contractual Terms and Conditions of Selected Online Services. *European intellectual property review*. Oxford: Sweet & Maxwell. 42 (9) 548 – 555. Preprint version available at: <https://www.researchgate.net/>

that the readability level is very low, meaning that the text is difficult and requires high education levels (PhD) to understand. The researcher suggests that “<...> online social contract should be founded on a clear pact as to the parties’ rights and obligations <...>” (Noto La Diega 2019: 34). As part of the research he mentions that based on one European study⁶ the number of users who read the ‘legals’ (ToS and PP) would more than double, if the texts were short and had simple language, summarizing that ToS and PP should be better drafted- short, clear and consistent.

Also, another research paper by Obar and Oeldorf-Hirsch (2018) discussed an experimental survey looking into the extent to which people ignore ToS and PP when joining a fictitious social networking site (SNS). The result showed that out of 543 respondents, 74% on average skipped the ToS and PP. Their attitudes regarding the text were that it was too long and quite wordy. When asked, the respondents answered that they usually try to skim over or avoid reading the documents due to their structure and language.

Other studies such as Benoliel and Becher’s (2019) account of statistical readability of 500 popular US websites or the European Commission (Elshout et.al 2016) commissioned study of consumer’s attitudes towards Terms and Conditions across 12 EU countries show the same results. ToS are considered as difficult to very difficult to read and the structure is seen as confusing or dissimilar, with suggestions for the need of change. Even though no approach to genre or language analysis seems to have been made. In general, the studies seemingly support the idea that the TOS “I have read and agree to the Terms” statement seems to be regarded as “the biggest” lie on the internet. In 2012 based on the statement “I have read and agree to the Terms” a project titled ToS;DR “Terms of Service; Didn't Read”⁷ was started by an attorney and a technologist in an attempt to classify online websites based on their ToS and PP’s and their legal implications, hidden “traps”, form and readabilities. This project further carried the notion that the ToS and PP’s should be looked at not only from the point of survey research but also from other language based perspectives, like genre, as online legal document seem lacking in analysis. Only a year later in 2013 a documentary titled “Terms and Conditions May Apply”⁸ seemingly furthered the need of - ToS analysis, when a section of the film discussed the language used in the user service agreements on the World Wide Web (WWW), once again showing a need for language and form study of ToS.

⁶ Author does not specify the study, but credits the European Data Protection Supervisor (EDPS) for the information. The EDSP can be accessed through: <https://edps.europa.eu/en>

⁷ More information about project can be found at <https://tosdr.org/>

⁸ Directed by filmmaker Cullen J. Hoback. Some notable personalities featured were Mark Zuckerberg the founder of Facebook and Max Schrems a lawyer and an activist against Facebook for their ToS violations.

By looking at ToS as a legal ‘hybrid’ genre (Bhatia 2015) of private legal texts for specific function and situation in digital context, focusing on the structural patterns and linguistic features, the plain English aspect, an attempt to analyse the structure and linguistic choices of the ToS could be made in hopes to try and bring some structural and linguistic clarity. An important fact since the reader base for the texts is wide and varying in ages, gender and education and digital literacy is now seen as a growing aspect of life helping to navigate the Internet, use mobile technologies and social media apps and platforms (Oeldorf-Hirsch and Obar 2019: 167). The use of digital literacy skills refers to the ability of a person to find, navigate, understand and evaluate or create information in the digital media space (Obar and Oeldorf-Hirsch 2019). To which “genre analysis permits to identify the genre or genres of a specialized professional community connected to the communicative group it comes from, the audience that receives it, the historical and cultural background and the extra-textual reality it aims to represent <...>” (Orts 2015: 1) as a way to study and develop genre.

The next section will discuss the data and methods of the paper.

3. Data and methods

The initial indicator for the choice of research data was the Alexa Top Sites⁹ statistical data that can provide a statistical ranked list of up to 500 of the most popular websites globally¹⁰. Considering that the Alexa Top Sites web service computes only a monthly rank list of websites the listed data was later cross-referenced with Statista’s Most popular websites worldwide list for the year 2020¹¹. For the analysis, out of the most popular websites globally, according to both statistical data sets Google LLC was chosen. The choice was determined by the following facts: 1) Google is number one on the list and according to Statista has been for over ten years; 2) it is one of the oldest still functioning and widely used websites on a global scale; 3) it provides an extensive archive of twenty ToS editions, where other websites rarely show the full archive of ToS and only present the one in effect or just up to three or four editions; 4) anyone from the age of 13¹² can be an independent Google services user making the reader base of the

⁹ On May 1st 2022, after more than two decades of work and statistics, Alexa Top Sites was retired as a service.

¹⁰ Data could be specified for countries or different categories as well.

¹¹ Statista has released the same data check for the year 2021 with Google maintaining its position of number one.

¹² Some Google services require a higher age limit but the same standard Terms of Service apply overall.

ToS very wide¹³ and diverse. All the ToS are publicly accessible and were retrieved from the source website ToS section.

The corpus of Google ToS for the analysis is presented below (Table 1) and shows the year the documents were released and the number of words each one has as well as the overall size of the corpus. Terms of Service are coded ToS 1 for the first 1999 edition through to ToS 20 for the latest 2022 edition.

Table 1. Coded corpus of Google Terms of Service

Google ToS texts	Year of issue	No. of words
ToS 1	1999	917
ToS 2	1999	1527
ToS 3	2000	1680
ToS 4	2000	1698
ToS 5	2001	1744
ToS 6	2001	1744
ToS 7	2001	1620
ToS 8	2001	1657
ToS 9	2002	1657
ToS 10	2002	1666
ToS 11	2003	1677
ToS 12	2005	1692
ToS 13	2007	4262
ToS 14	2012	1843
ToS 15	2013	1996
ToS 16	2014	2046
ToS 17	2017	2046
ToS 18	2019	2040
ToS 19	2020	3663
ToS 20	2022	4540
Total number of words in the corpus		41714

For the analysis, twenty editions of Google ToS were tabulated and analysed by investigating the medium, context, purpose, structure and language composition, adapting Swales and Bhatia's framework of genre analysis (Swales 1990; Bhatia 1993)¹⁴. The inclusion of medium is to account for the digital reality of the ToS. All twenty editions of Google ToS were read in order to identify moves and steps, which were marked based on content and given short descriptions and codes. Moves and steps were discerned based on a mixed approach, mainly combining Swales (2004) notion of moves and steps with Martin's (1992) description of a broad compositional text structure. According to Swales (2004), a move is "<...> a

¹³ Google is counted to have around 66.5 billion total monthly visits. Refer to © Statista and © Alexa Internet in the references.

¹⁴ Rasmussen, K. W. and Engberg, J. (1999) had previously taken a similar approach to genre analysis in their paper Genre Analysis of Legal Discourse. *Hermes, Journal of Linguistics* (22) 113 – 132. Discussing EC directives.

discoursal or rhetorical unit that performs a coherent communicative function <...> (Swales 2004: 228-9). Moves can be recognized by linguistic or non-linguistic means, be sentences, paragraphs or longer text combinations that sometimes also form overarching moves and carry meaning that contributes to the overall communicative purpose of the text (Swales 2004; Biber et. al. 2007; Moreno and Swales 2017). While steps are considered as parts or elements within moves that help fulfil the function of the move they belong to (Swales, 1990). Together with the move-step notion Martins (1992) description of compositional text structure is added where “titles, sub-titles, headings and subheadings are commonly deployed to keep track” of the structures of texts that come to be when meanings are formed (Martin 1992: 443). The broad text composition helps navigate texts, can constitute parts of moves or steps, frame them or represent moves and steps themselves. Boundaries of moves and steps were mainly set by recognizing larger breaks in topic or shifts in content (Moreno and Swales 2017) in many cases represented by headings. The structure of the ToS and moves were compared based on their repetition and sequence. Reoccurring themes and topics were attributed as moves or to different moves, classified into obligatory and optional ones based on the frequency of repetition, taking the changes into consideration. Digital devices and the digital reality of the ToS as part of shaping the ToS were noted and presented as genre specific for the document. Coh-Metrix (McNamara et.al, 2005) linguistic computational tool was used to retrieve statistical data mainly for comparison of text, sentence and word length as well as the FRES readability score¹⁵ to check whether text complexity rises or falls, thus showing a simplification or hardening of the text with time based on numbers. AntConc software (Anthony 2020) was used to compare some of the frequency based findings of the ToS, mainly by using the concordance and concordance plot view functions applied on individual texts and over the whole corpus.

4. Results and Discussion of Google Terms of Service analysis

This section of the paper will present the analysis and results of twenty editions of Google ToS. The section starts with part 4.1. setting the digital background of the Google ToS and explaining the digital devices found, followed by part 4.2. detailing the context and purpose of the ToS. Then part 4.3. follows with the analysis and comparison of structure and move patterns of the twenty Google ToS which allows to show the overall pattern of the ToS. Part

¹⁵ FRES is calculated by a formula measuring sentence structure, word complexity and the number of syllables used, by comparing all sentences in the text to all words and the total number of syllables to the total number of words.

4.4. presents the prominent linguistic features, identified in respect to the known linguistic choices of legal language. Part 4.5. then presents a brief readability-related statistical overview of the ToS.

4.1. Digital background

As stated before, Terms of Service are digital documents, which means they are created for and presented in the digital medium. In this part the placement of the ToS in the mentioned digital medium will be briefly discussed revealing the setting and noticed digital specificities as part of the ToS genre analysis.

To start, the location of Google ToS should be stated. As a document and a webpage¹⁶, Google ToS is contained in the Google Policies website and access to it can be found at the top right corner of the site. Under the title *Terms of Service* a brief line states the purpose of the document and the passage *Read our Terms of Service* is clickable for the user to be taken to the ToS. When clicked, the user is transported to a webpage where the latest edition of the ToS is located.

ToS are visualized by employing headings of bigger font size and in bold for different sections of the ToS. In the couple of latest edition of the Terms, subheadings and encompassing chapter titles are also present. In the newest edition some parts of the ToS are also illustrated with pictograms which abstractly depict the meaning of the part of text above which they are placed, for example scales before the part talking about liabilities and other legal adjacent information.

The navigation of the ToS on the webpage is vertical. The document is still read in the same way any other text would: left to right, top to bottom, but instead of flipping a physical page, the person reading needs to scroll either up or down. This way of navigation also makes it harder for the reader to perceive the length of the document as there are no physical pages or page numbers to indicate the length of the text.

Other than the navigation, a significant digital feature can be seen in referencing of certain information. By using hyperlinks¹⁷ the provider can directly link relevant information for the reader to either be taken to a new page or document, or have a popup window in the webpage in use. In case of Google ToS, the hyperlinks are incorporated as clickable words or phrases of which there are 3 noticeable types in the current ToS. That is coloured in blue,

¹⁶ A webpage is a single document on the web, which can also be a part of a website (host of multiple webpages with different or complimenting information's).

¹⁷ Words, phrases, or images that can be clicked on to jump to a new page or document, or a new section within the current one. Taken from: <https://techterms.com/>

underlined, or coloured in blue and having a small arrow pictogram at the end. Each type operates differently, either transporting the reader in the same page or to another, opening a side bar with explanations or opening a new window. All of the mentioned link types are mostly implied, there is no additional reference to know a link other than the mentioned distinctions.

For example:

(1) <...> we use the more specific terms in this section and the [Legal guarantee](#) section.

(2) <...> we retain any intellectual property rights we have in the [services](#). (Google ToS 2020)

Having briefly outlined the specificities of the digital medium of the ToS and how Google ToS are presented digitally, the context and purpose of the document in the user-provider relationship will be explained next.

4.2. Context and purpose

In this part of the analysis, the context and purpose of the Google ToS will be discussed. Context in this case represents the relationship between the ToS sender (provider and/ or drafter) and the receiver (user) and the communicative situation surrounding them in and outside of the text. While purpose is understood as the communicative purpose of the ToS between the sender and the receiver.

In general, senders can be direct or indirect depending on who drafts and sends out the communication. For example, ToS as a legal digital document can generally have various direct senders, any web based company can be a sender of their specific ToS document. Such senders can also be considered as an easily determinable source for the text because the receiver knows whose services he or she is using when receiving the information and if the user-provider relationship is of a continuous or reoccurring type, can try to rely on the accumulated knowledge of previous experience or similar ones to interpret the document. In the case of this analysis, Google LLC can be considered as a direct specific sender. The digital document of Google ToS is drafted by their legal representatives, which could be considered the legal institution of Google LLC.

Just like the sender, the receivers of ToS can also be direct or indirect depending if they get the documents directly or through someone affiliated or concerned. In the case of Google ToS we can consider that the receiver is direct for two main reasons. First, every person who would create any Google account would need to accept the ToS before being allowed to use

their account by clicking ‘agree’ or by proceeding to ‘sign up’¹⁸ or use the Google services in general:

(3) You can accept the Terms by 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.

(Google ToS 2007)

(4) By using our Services, you are agreeing to these terms. Please read them carefully.

(Google ToS 2012)

Second, because any user of Google services will be informed¹⁹ about the changes to the ToS in advance, before the date of effect comes to pass:

(5) If we materially change these terms or service-specific additional terms, we’ll provide you with reasonable advance notice and the opportunity to review the changes <...>

(Google ToS 2020).

The advanced notice in question would popup in the main page of Google search engine if users are not logged into their Google account, or if they are without one²⁰. If the users are logged in, Google would send the advanced notice in a service message or as an email, for example:

(6) <...> we’re making some changes to our Terms of Service. <...> You can review the new terms here²¹. <...> You have received this email to update you about important changes to Google’s Terms of Service.

(Google ToS advance change notice)

The relationship between the direct sender and the receiver of the Google ToS, in the context of the ToS, is one of authority and authorized. It is a one way relationship of power where the sender is the one who has to present current facts and anticipate possible future situations that might arise by deciding on behalf of the receiver the rights, obligations, mutual expectations and all other possible provisional instances in the ToS. The receiver has no right to contest and is usually obliged to agree if he or she wants to use the services: “If you don’t agree to the new terms, you should remove your content and stop using the services.” (Google ToS 2020). There is no communication or two-way deliberations between the sender and receiver while drafting the ToS. However one passage in the ToS does show that feedback can be given in connection to service improvement:

(7) If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

(Google ToS 2020).

Such a statement could lead to speculations that feedback on service improvement might later in a way affect the ToS if the improvements would warrant new or altered service terms. Though

¹⁸ This would be considered a clickwrap and a sign-in-wrap agreement respectively. Followed next by the browse-wrap agreement, where using the service constitutes as an agreement. Practical Law Thomson Reuters, resource ID W-031-4220.

¹⁹ Previously Google reserved the right to update or alter the ToS without notice ToS 1–12, or post a notice in the ToS page, where users would have to periodically check for possible updates ToS 13–18.

²⁰ Some Google services can be used without an account.

²¹ Here given as a hyperlink to the Google ToS page.

it still does not give the user any direct or intentional way to negotiate any conditions under the ToS. In general, ToS changes and new editions come to be mostly in relation to service or internal company changes or changes in the relevant laws and regulations in the country or region of where the services are used or where the service provider is located at. As Google states that:

(8) These Terms of Service reflect the way Google's business works, the laws that apply to our company, and certain things we've always believed to be true.

(Google ToS 2020).

The most recent edition of Google ToS can be taken as an example. It comes as a direct consequence to the changes in the EU e-commerce Directive (2000/31/EC) which shapes the rules of e-commerce and digital services for the EU and the EEA.

Based on the analysed situational context of the ToS and the relationship between the sender and receiver, the communicative purpose of the ToS could be defined as both defining and directive. Terms of Service have a purpose to define the relationship of the sender (provider) and the receiver (user):

(9) These terms help define the relationship between you and Google.

(Google ToS 2020).

In addition, they direct the conduct and set expectations of both parties. For the user, in the sense of conduct, it is mainly the acceptable or unacceptable use of services, as seen in examples below:

(10) You may not use the Google Search Services to <...>;

(11) <...> you must follow these basic rules of conduct: comply with applicable laws <...>;

(12) respect the rights of others, <...>;

(13) don't abuse, harm, interfere with, or disrupt the services <...>;

(14) <...> other legal rights you have <...> etc.

(Google ToS)

For the provider, their own conduct is usually a response to the way the user upholds his or her conduct. For example:

(15) <...> what to expect in case someone violates these terms <...>;

(16) If we reasonably believe that any of your content (1) breaches these terms <...> then we reserve the right to <...>;

(17) <...> what you can expect from us <...> etc.

(Google ToS 2020).

Overall, it could be said the main communicative purpose of the ToS is to present and outline the relationship between the provider and the user outside of the ToS context. It is done by describing the possible expectations related to services, contents and their use, and explaining what each the user and provider are allowed or expected to do and rights shared.

The next part will discuss how the ToS are structured and their move patterns, as a way to account for the communicative purpose of the ToS as a genre.

4.3. Structure: moves and patterns of repetition

In this part, the structural analysis of Google ToS will be presented. At the beginning a brief commentary on some views of ToS will be made. The analysis will first look at the visually identifiable structure as suggested by Martin (1992) that is how the text is sectioned by titles, sub-titles, headings or subheadings, how often do they repeat and match. Together with the visual structure, text analysis based on the information contained in the mentioned sections will show what messages they convey and what patterns are formed contributing to the achievement of the overall communicative purpose of the Google ToS. Based on the findings and the information the overall structure and typical patterns of Google ToS will be revealed. A look at whether the parts of moves are presented in a set structure or are rather flexible elements of the text will also be made (Bhatia 1993).

4.3.1 Layout and changes: headings, paragraphs and flow of information

From the way, ToS are described in certain researches (Elshout et.al 2016; Oeldorf-Hirsch and Obar 2018, 2019; Noto La Diega 2019; Benoliel and Becher 2019), the text structure appears to be hard to recognize in the document with many editions and additions. However, the results of the analysis shows that the statement is not completely correct, even though it holds certain aspects of truth. First, in case of Google ToS it can be seen (Table 1 in section 3 above) that ToS did have many and frequent editions, but they mostly happened at the beginning of when the age of Internet started to spread and now are seen to be less frequent. Based on Google ToS analysis of the twenty editions going from 1999 to 2022, it can be seen that the structuring of the ToS had mostly stayed the same or very close in the terms of headings for considerable stretches of time (see Table 2 below). For example, ToS 5 to ToS 12 and ToS 14 to ToS 17 had the same number of headings. In some instances ToS had barely any additions or none at all, for example, a word could be changed, or a part of text could be subtracted or expanded, though not significantly enough to change the base meaning of the section. The most noticeable differences can be attributed to the- ToS 13 document and the current editions of the ToS, as can be seen in Table 2 below.

Table 2. Google ToS structure based on (sub)headings

No.	Google ToS structure based on (sub)headings
ToS 1	Title / no headings only paragraphs / date
ToS 2	Title / 8 headings / date
ToS 3	Title / 9 heading / date
ToS 4	Title / 9 heading / date
ToS 5	Title / 10 headings / date

ToS 6	Title / 10 headings / date
ToS 7	Title / 10 headings / date
ToS 8	Title / 10 headings / date
ToS 9	Title / 10 headings / date
ToS 10	Title / 10 headings / date
ToS 11	Title / 10 headings / date
ToS 12	Title / 10 headings / date
ToS 13	Title / 20 headings / date
ToS 14	Title / date / 11 headings
ToS 15	Title / date / 11 headings
ToS 16	Title / date / 11 headings
ToS 17	Title / date / 11 headings
ToS 18	Title / date / 12 headings
ToS 19	Title / date / 3 headings / ‘chapters’ 1 st - 3 headings and 11 sub-headings; 2 nd - 3 headings; 3 rd - 3 headings; 4 th no headings; 5 th - 6 headings and 4 sub-headings; 6 th no headings / (definitions- added in archive only)
ToS 20	Title / country version/ date / 3 headings / ‘chapters’ 1 st - 3 headings and 11 sub-headings; 2 nd - 3 headings; 3 rd - 3 headings; 4 th no headings; 5 th - 6 headings and 4 sub-headings; 6 th no headings; 7 th - 3 sub-headings/ (definitions- PDF only)

As seen in Table 2 above, the latest editions of ToS are by far the most sectioned and defragmented. Though the headings and subheadings, and some chapters that are identified in the text are actually representative of most patterns and elements found in previous Google ToS editions, the closest in form and information being ToS 14-18. There are changes in the way some information is placed, some previously discarded information is brought back, as well as supplementary or new information added, but the broader communicative purpose is formed in a similar pattern and the structure is adjusted to fit the current needs. The sectioning and main information that was in ToS 18 is partially defragmented and some information is grouped under different headings and chapters. For example the recognizable introduction that could be found in ToS 18, is worded differently and defragmented, age requirements, before only mentioned, are given a heading. Previously displaced *Privacy Policy* statement is returned to the introduction. To allow for a better image of the current edition of Google ToS the general commentary of how the Terms changed will be given first, after which the current ToS structure will be commented on more broadly.

The first Google ToS edition, released in 1999 had no headings to navigate the text. The ToS could be identified by the title, fully capitalized, while the ending of the document was marked by a publication date, but only stating the year. The only visible division of the text were paragraphs. The flow of information went from more general and simple, to more specific and legal in the context of the service provider-user relationship. The document started with an opening which could be recognized by the use of *Welcome!* and mainly stated what constitutes

as agreement to the document, followed by statements intended to regulate the use of the services and possible expectations when using them, for example:

- (18) <...> *services are made for non-commercial use only* <...>;
- (19) <...> *you may not* <...>;
- (20) <...> *If you want to make commercial use* <...>;
- (21) <...> *Without express permission* <...>
- (22) *We may modify or discontinue* <...>.

After the regulations and expectations, the legal statements of disclaimers and limitations of liability, followed by the statement of who governs the document and the statement of agreement, constituting and overriding any other previous ToS if applicable are seen.

The next edition of the ToS was updated with headings naming different sections of the text. When compared with the first document, 6 out of the 8 headings of ToS 2 could be distinctly matched to text sections of the previous document based on the information contained within them. A slight variation was noticed in the title going from *GOOGLE TERMS OF SERVICE* to *GOOGLE TERMS OF SERVICE FOR YOUR PERSONAL USE*, and two new headings were added 4 *Privacy Policy* and 7 *Requests for Removal of Links or Cached Materials*. Heading 4 though did not present new information and was just a transfer of previous information, only presenting a referral to the PP, while heading 7 presented new information. All other information coincided with the ToS 1 text and only added some elaborations or slight alterations of information and presentation, like writing the legal statement in full capital letters.

Table 3. ToS 2 headings and commentary

No.	ToS 2 headings	Commentary
	GOOGLE TERMS OF SERVICE FOR YOUR PERSONAL USE	Title naming the document
1.	Content Linked to by Google	What the user can expect from content found through Google search
2.	Personal Use Only	Regulation (obligation) of service use
3.	Privacy Policy	A reference to the Privacy Policy of Google
4.	Changes In Terms and Conditions and Google Search Service	Right to modify or terminate and what users can expect
5.	Disclaimer of Warranties	Legal statements
6.	Limitation of Liability	Legal statements
7.	Requests for Removal of Links or Cached Materials	Principles and reasons for removal of legally owned information
8.	Miscellaneous Provisions	Governing of the ToS and ending statement
	©1999 Google Inc.	Date of release

The following ToS 3 text had only one new addition of information, heading 5 *Intellectual Property Policy*. No other information was changed or added, the new addition was placed in a topically fitting section to the surrounding content (see Table 4 below). The following edition ToS 4 had no new headings, but presented an alteration to the information under *Requests for Removal of Links or Cached Materials*. A change in wording and sentence formation was noticed in paragraph 3, where Google also named a tool for users to moderate how their legally owned content is collected and stored (cached).

Table 4. ToS 3 and ToS 4 headings and commentary

No.	ToS 3 and ToS 4 headings	Comments
	GOOGLE TERMS OF SERVICE FOR YOUR PERSONAL USE	Title naming the document
1.	Content Linked to by Google	What the user can expect from content found through Google search
2.	Personal Use Only	Regulations (obligation) of service use
3.	Privacy Policy	A reference to the Privacy Policy of Google
4.	Changes In Terms and Conditions and Google Search Service	Right to modify or terminate and what can users expect
5.	Intellectual Property Policy	Legal adjacent statement of intent to respond to infringements and what can be expected if legal rights are infringed upon
6.	Disclaimer of Warranties	Legal statements
7.	Limitation of Liability	Legal statements
8.	Requests for Removal of Links or Cached Materials	Principles and reasons for removal of legally owned information
9.	Miscellaneous Provisions	Governing of the ToS and ending statement
	©2000 Google Inc.	Date of release

The next document ToS 5 presented only one new information addition to the text with heading 4 *No Automated Querying*. Once again, the new information was placed in a text section having similar topicality maintaining the flow of information. The ToS 5 document at that time then seems to have become a “template” of the ToS for Google, since ToS 5 through to ToS 12 did not change in heading count (see Table 5 below) or the majority of information contained under them.

Table 5. ToS 5 to ToS 12 headings and commentary

No.	ToS 5 to ToS 12 Headings	Comments
	GOOGLE TERMS OF SERVICE FOR YOUR PERSONAL USE	Title naming the document
2.	Content Linked to by Google	What the user can expect from content found through Google search
3.	Personal Use Only	Regulations (obligation) of service use
4.	No Automated Querying	
5.	Privacy Policy	A reference to the Privacy Policy of Google
6.	Changes In Terms and Conditions and Google Search Service	Right to modify or terminate and what can users expect
7.	Intellectual Property Policy	Legal adjacent statement of intent to respond to infringements, where and who can (in ToS 6 also what can be expected if legal rights are infringed)
8.	Disclaimer of Warranties	Legal statements
9.	Limitation of Liability	Legal statements
10.	Requests for Removal of Links or Cached Materials	Principles and reasons for removal of legally owned information
11.	Miscellaneous Provisions	Governing of the ToS and ending statement
	© 2001 Google	Date of release

The following seven editions of the ToS presented only small extensions to previous information or had variations in text formulation. In the case of ToS 6, only one word was changed removing a clickable email and changing it to a clickable *us* in reference to contact.


ToS 7 had a subtraction in amount of information presented under the relatively new heading of *Intellectual Property Policy*. Previously stated extended legal information with referrals to *US State Code* or *Digital Millennium Copyright Act* and contact information for infringement notices was removed, leaving a statement about the existence of a Copyright act and showed only a *click here* for more information. Though ToS 8 document expanded on the *No automated Querying* section presenting several bullet points of examples of not allowable use. ToS 9 document appears to be a version without any actual changes except for the publication date. No new additions, subtractions or changes were noticed, the paragraph count and length and the overall word count stayed the same. ToS 10 had a change of only 10 words in count, the changes were noticed in the way Google referenced itself changing from *Google Search Services* to *Google Services* and in the *Disclaimer of Warranties* and the *Limitation of liabilities* sections adding *or it's Licensors* when talking about Google. ToS 11 added a line with *click here* to reference Google trademark in the *Intellectual Property Policy* with no other noticeable changes. In ToS 12, one line of information was added to the opening statement below the title, otherwise all of the pre-existing information and structure stayed the same. The biggest change in the formatting and sectioning came in the ToS 13 document.


ToS 13 document presented quite a few changes in information and heading-based structure to that date (see Table 6 below). Some new information was added, some was taken out or the positioning it held in the text was changed. ToS 13 document started without a title²² with a simple *Welcome to Google!* which used to be part of the opening statement in the previous ToS.


Table 6. ToS 13 headings and commentary

No. 23	ToS 13 Headins	Comments
	Welcome to Google!	Used instead of a title, previously would start the opening statement
1.	1. Your relationship with Google	Constitutes opening statements and extended information about the validity of the terms
2.	2. Accepting the Terms	What constitutes as accepting the terms
3.	3. Language of the Terms	States that the English language version overrides all other if applicable
*4.	4. Provision of the Services by Google	Right to modify or terminate services and what can users expect (implied obligation)
*5.	5. Use of the Services by you	Regulations (obligations) of service use
6.	6. Your passwords and account security	Regulations (obligations) of account use

²² A title was added to the ToS 13 document after the current edition of the ToS was posted.

²³  Pink and green means a heading used in previous ToS with some new or altered information under it.

 Yellow means a new heading not used in previous ToS with new information.

 Blue means a new heading not used in previous ToS, but some or all of the information under it was previously used or referenced in some of the ToS.

* means an altered previous heading that might also have some information change.

*7.	7. Privacy and your personal information	Refers to data use and protection, links Google Privacy Policy
8.	8. Content in the Services	Regulations on using and providing content in the use of services (rights and obligations)
9.	9. Proprietary rights	Regulations on using Google content and trademarks in the use of services (rights and obligations)
10.	10. License from Google	Regulations on using Google software (rights and obligations)
11.	11. Content license from you	Regulations on the use of user content by Google (rights and obligations)
12.	12. Software updates	Right to update software, implied obligation to accept updates
13.	13. Ending your relationship with Google	Regulations of end and termination of service use (rights and obligations)
*14.	14. EXCLUSION OF WARRANTIES	Legal statements
15.	15. LIMITATION OF LIABILITY	Legal statements
*16.	16. Copyright and trade mark policies	Legal adjacent statement of intent to respond to infringements, what can be expected if legal rights are infringed upon
17.	17. Advertisements	Allowance of advertising content and what to expect
18.	18. Other content	Content not regulated by Google what to expect
19.	19. Changes to the Terms	Right to change ToS and what to expect
*20.	20. General legal terms	Statements on use and application of the ToS, governing.
	April 16, 2007	Date of release and effect (concrete date)

Part of what used to be in the opening statement was transferred under the *Your relationship with Google* heading. Headings became numbered from first to last, paragraphs under the headings were matched with corresponding sub-numbering, example 23 below:

(23) **6. Your passwords and account security**
6.1 You agree and understand that you are <...>.

Information that was made as lists under the numbered and sub-numbered text sections were marked by Roman letters and subsequent listings were made in Roman numerals, as in example 24 below:

(24) 15.1 <...> NOT BE LIABLE TO YOU FOR:
(A) <...> OR ANYOTHER INTANGIBLE LOSS:
(I) ANY RELIANCE <...>.

The employment of numbered headings and the text under them in some cases was used to reference specific parts of the text, for example:

(25) <...> provisions of paragraph 20.7 <...>;
(26) <...> in Section 11 <...>;

At the beginning new headings 1, 2 and 3 (see Table 6 above) were added consecutively, heading 1 presenting new general facts about what constitutes the ToS agreement and giving a concrete business address, and heading 2 stating how and under what conditions one can show acceptance of the ToS. Heading 3 stating new features of multilanguage ToS selection with disclaimers about possible indiscrepancies in the translated text and only the English ToS being legally enforceable. Information under heading 4 expanded on previously made statements

about Google rights relating to possible changes and what could be expected by the user. While heading 5 followed with a mix of new and previously briefly mentioned topics of general allowable and not allowable situations of service use. Heading 6 presented a new topic of Google account, which led to number 7 altered heading and expanded the topic of data protection. Overall it seems that the Google account was the source of the ToS changes as parts 8 through to 11 presented new headings that signal expanded information dealing with privacy, content, user provider rights and obligations and how everything is regulated. The following new headings 12, 13 and 17 stated Google rights on updates, terminations of account and advertising, following the link to Google account as well. All the alterations and editions appear to cater to the new feature of Google account. With the editions and changes within ToS 13, the flow of information also seemed to be altered. The beginning stayed relatively the same with a general introduction, followed by various regulations on service and content use which became expanded with more obligations and rights of both the user and provider, to then be followed by the legal statements. But after the legal statements more of rights based information reappeared in which only some inclinations of legal information can be noticed. The information presented in the final section once again aligns with the previous flows of information with concluding and miscellaneous statements about the governing of the document, expanding slightly with broader applicability of the ToS and user agreements to set conditions. One observation about the date presented in ToS 13 is that it become specific, showing day, month and year, while before dates only stated the year.

ToS 14 document mainly preserves the presented new information, shifting some or defragmenting it, but return more to the pre ToS 13 formatting of the text (see Table 7 below). The document is no longer numbered throughout the text and the title is once again introduced, in the shorter form as *GOOGLE TERMS OF SERVICE*. A new position of the date at the beginning of the text is also noticed, together with the added statement of *last modified*, which is later changed to *Effective*. The *Welcome to Google!* becomes a heading in its own right signalling the introduction of the document. Several other headings are noticed to be alterations of the previous ones to account for the change in the text information. But no major changes happen as it did with ToS 13 save for the cut and condensing of the information and no longer capitalized legal sections. The seemingly smooth transition might be because the form and segmenting of the document feel more familiar to the previous editions than it was to the ToS 13 document. The structure presented by ToS 14 then stays mostly the same from ToS 14 to ToS 18. The only new heading added being *Governing Law and Courts* (see Table 7 below) in ToS 18, where governing of the document statements gain their own heading. The preceding ToS 17 is without any changed information with only the date altered.

Table 7. ToS 14 to ToS 18 headings and commentary

No.	ToS 14 to ToS 18 headings	Commentary
	GOOGLE TERMS OF SERVICE	Title changed back to short version.
	Effective January 22, 2019 (view archived versions)	Effective appears in ToS 18, ToS 14 to ToS 17 had last modified. In ToS 15 <i>view archived versions</i> also appears next to the date
1.	Welcome to Google!	States who provides services, what constitutes as agreeing to the ToS and possible other terms After a minor change in ToS 14 stayed the same until ToS 18, where additions were made
2.	Using our Services	Regulates use and provides some minimal information about services ToS 15 had an additional paragraph to signal mobile application availability
3.	Your Google Account	Regulates acquisition of Google account and the need for safe use A chapter was added in ToS 15
4.	Privacy and Copyright Protection	Legal adjacent, states a response to infringements, what is done and how to report abuse or acquire more information A sentence taken out in ToS 18.
5.	Your Content in our Services	Regulates the use of user content and the rights given and shared T15 and T16 had an additional paragraph each
6.	About Software in our Services	Regulates the use of software, and the rights the user is given. Stayed the same since ToS 14
7.	Modifying and Terminating our Services	What can be expected and certain promises Stayed the same since ToS 14
8.	Our Warranties and Disclaimers	Legal statements (disclaiming and excluding, making no promises) Stayed the same since ToS 14
9.	Liability for our Services	Legal statements (limiting responsibility and liability) Stayed the same since ToS 14
10.	Business uses of our Services	Statement about limited liability and indemnification granted to Google Stayed the same since ToS 14
11.	About these Terms	Use and application of ToS In ToS 18 lost Governing statement
12.	Governing Law and Courts	Who governs the ToS Added in T18
	For information about how to contact Google, please visit our contact page.	First appeared in T14

Overall, the document is shortened and the information flow seems to return more to the pre ToS 13 practices, where the beginning provides a short introduction, in this case stating- who provides services, what constitutes as agreeing to the ToS and whether there are additional terms, followed by the rights and obligations which are mostly implied and expressed through regulations of service, account, content or software use, then legal statements, which in recent documents became shorter and are expressed in a less demanding fashion. The ToS end by providing miscellaneous summarizing statements and the governing of the ToS.

The newest ToS 19 and ToS 20 editions, as stated at the beginning of this section, expand on the previous ToS 14-18 versions with new heading and sub-heading structures as well as chapter names for sections. Some new information is added while some of the old one is repositioned, but the broader communicative intentions of sections are maintained.

Table 8. ToS 19 and ToS 20 main “chapter” headings and commentary

No.	ToS 19 to ToS 20 main ‘chapter’ headings	Commentary
	GOOGLE TERMS OF SERVICE	Title only in ToS 19.
	Effective <date> View archived versions Download PDF	Next to the date are archived versions and download PDF options In ToS 20 country version is also added
1.	What’s covered in these terms	Introductory statement, brief preview, provider, eligibility (age requirement) In ToS 20 also a contents list
2.	YOUR RELATIONSHIP WITH GOOGLE	What can the user expect and what does Google expect from the user (regulating conduct), what rights they have (license- rights and obligations)
3.	USING GOOGLE SERVICES	Need for account to use some services, regulations on acquisition of Google account and the need for safe use, how to communicate with Google in case of a need
4.	YOUR CONTENT IN OUR SERVICES	Content found in Google services, examples and regulation of use, rights retained
5.	SOFTWARE IN GOOGLE SERVICES	The rights the user is given and regulation of software use, what to expect
6.	IN CASE OF PROBLEMS OR DISAGREEMENTS	Rights, warranties, disclaimers and liabilities, what to expect if ToS are breached, how legal data requests are handled and the governing of the ToS ToS 20 had changed information
7.	ABOUT THESE TERMS	Use, application and updates of ToS
8.	EEA instructions on withdrawal	Only in the ToS 20. Right to withdraw from the contract with Google, effects of, and example how

ToS are identified by the title while the date of effect signals the validity of the ToS. But instead of the usual introduction, one novel feature is noticed in the opening, where a brief preview of the ToS is following the introductory statements which, similarly to an outline, briefly states what one can expect in the following text in a chronological order of later information. The statement about the existence of a *Privacy Policy* is also brought back to the introduction, while the provider and age requirements are given under separate headings. In ToS 20 a content list is also provided. The opening is followed by new expanded and stated information on what users can expect from Google and what Google expects from them (conduct) and the rights they give and share (license), transitioning into service use, then content and software use with rights. Statements of legal guarantee and liabilities are grouped under one chapter with provided information about expected response for breaching or violating the ToS. The return of data requests section is also noticed. The governing of the agreement is shifted from the very end of

the ToS, to before the ending statements. In the ToS 19 archived version and ToS 20 PDF version, a *definitions* section appears. In ToS 20, a new heading of *EEA instructions on withdrawal* is added and placed at the end of the ToS.

Based on the analysis above, it can be seen that Google ToS have expanded and altered the range of information provided to fit the changes that come with new services made available, but tried to maintain the structure of the ToS. The document has a title and a date of effect, the beginning always has an introductory statement though information presented varies, and the ending parts of the document contain legal and miscellaneous statements, while the middle part of the document has shifts in information positioning, but expresses expectations and regulates conduct with allowable rights or obligations. Overall, it can be seen that the analysed Google ToS do have an underlying pattern of information presentation. Segments under headings convey topics that are formed to help achieve the communicative purpose of the ToS agreement.

The next part will briefly illustrate the patterns noticed in the Google ToS agreements and some possible variations.

4.3.2 Move pattern

As written above, Google ToS do have recurrent thematic patterns based on the analysis of headings and the meanings under them. Though headings themselves usually do not represent moves. Based on the previous part of analysis, Google ToS appear to follow a pattern of going from more general topics toward more specific. In the contexts of the ToS, general topics are service and user provider related because it is known whose services are used, while more specific topic relate to specific rights and legal statements that are not generally know information. So far, the following outline for the recurrent patterns of ToS can be presented below:

Table 9. Google ToS Structure outline

Outline	Purpose
Title	To introduce the document
Date of revision (beginning or end)	To establish the date of effect
Introduction	To state importance and purpose, provide relevant information
Expectations and regulations	Overarching thematic move to elaborate on the provider-user relationship
Legal statements	To presents legal facts and rights related
*Actions in case of breach	To present response to breach of ToS
* Data requests	To present principles of data disclosure
Ending statements	Statements to round up the agreement or present miscellaneous facts

According to Table 9, there can be nine recognizable thematic moves of Google ToS based on the analysed patterning distribution of headings and meanings contained within them. Some of the moves are broad and composed of several individual moves and steps, while others are less complex. For example *Title* and *Date* are the least complex moves that do not contain steps, their meaning is straightforward, to name the document and set the date of effect.

While the *Expectations and regulations (E&R)* move is the most complex, it is considered an overarching thematic move to account for the noticed shifts of thematic elements (moves/steps) while maintaining its overall communicative purpose. In itself, based on the most recent editions of Google ToS, it contains seven moves that also have steps, the moves present provider and user expectations, followed by shared rights (license), use of service, content and software. It should be mentioned that *Ending statements* and *Governing* moves appear to exchange positions quite frequently though both stay at the ending of the document. The *Actions in case of a breach* and *Data requests* moves are not new, but they have been reintroduced.

Overall the most recognisable moves of the ToS for the Google document are the title, date and the introduction, they changed the least and were most consistent in placement and formatting and were present in all editions of the ToS. Followed by the legal, governing and ending statements that are placed at the end of the ToS which were also found in all of the ToS editions. While the *Expectations and regulations* changed relatively most to account for service changes though always expressed some form of expectations or regulations. The structural patterns can be seen in Annex A.

The next part will present the identifies linguistic features of the Google ToS.

4.4. Terms of Service: prominent linguistic features

In this part, identified linguistic features characteristic to the Google ToS will be presented. One of the issues will be to look if ToS are written in a reader friendly way as opposed to legal language forward.

The first noticeable feature of the ToS is that they are written in the active voice, which greatly outnumbers the passive voice instances found, for example:

- (27) **We cannot** guarantee that a Google search <...>; (ToS 3)
- (28) **You may not** send automated queries <...>; (ToS 10)
- (29) **We provide** a broad range <...>. (ToS 20)

The use of passive voice was observed, but it was sporadic and minimal. For example, 6 passive voice instances were found to be present in ToS 1, in others from 9 to 12 instances of passive

voice were counted, the only exception being ToS 13 with 52 passive voice instances. Most of the passive voice cases related to Services and the Terms, or were found in statements about governing of the ToS or rights. For example:

- (30) *The Google Services **are made** <...>; (ToS 12)*
- (31) *Disputes **may be submitted** <...>; (ToS 18)*
- (32) *<...> these terms <...> **are governed** by <...>. (ToS 20)*

The choice of active voice over passive, would suggest that ToS are concerned with being clear on who does what, and only in certain cases does it emphasise the object the action is placed upon.

ToS are also written mostly in the present tense, with some use of the future tense. Present tense is used throughout the document forming the idea of the ToS being current and relevant to the present, regardless at which point in time they would be read. For example:

- (33) *Google disclaims <...>; (ToS10)*
- (34) *YOU UNDERSTAND AND AGREE <...>; (ToS10)*
- (35) *We maintain <...>; (ToS19)*

In ToS the future is expressed with both modal auxiliary verbs *will* and *shall*, and their negative forms *will not* and *shall not*, though in both cases not many instances per document occurred. For example *shall not* was found only three times in the entire corpus and only in ToS 13, while *will not* had 52 instances overall, with documents having from one to six instances, in the latter case used most with governing and ending statements. *Will* was used six times per document in ToS 2-12, and eleven to thirteen times in ToS 14-18, and in most recent editions 5 times, where contractions *we'll* and *you'll* were also noticed. In the ToS 13 document, future expressed with *will* had 23 instances, most used with excluding warranties and statements related to the ToS or governing. Similarly, in all other ToS documents half or more than half of the instances of *will* were found to be in statements related to the governing of the document or the Terms themselves, for example:

- (36) *<...> choice of law rules, **will** apply to <...>; (ToS 15)*
- (37) *<...> local jurisdiction and venue **will** apply to <...>; (ToS 17)*
- (38) *<...> your country's laws **will** apply <...> (ToS 17)*
- (39) *<...> Terms of Service **will** be effective <...>. (ToS 2)*

While *shall* was used to express formal obligations and their future inevitability. All instances of the cases of *shall*, which would be exactly 8 per document, were contained in the legal sections and only when talking about liabilities. Only in the case of ToS 13 *shall* was used 18 times with exclusion of warranties and other miscellaneous instances like stating validity and applicability of the Terms or licenses. After 2007 *shall* was no longer present in the ToS, except one instance in ToS 20. Examples 40-42 illustrate the use of *shall*:

- (40) *THIS LIMITATION **SHALL** ALSO APPLY <...>;*
- (41) *SUCH LIMITATION **SHALL** FURTHER <...>;*
- (42) *<...> **shall** Google be held liable <...>.*

(ToS 2 to ToS 12)

Alongside the use of modal auxiliaries *will* and *shall* pertaining to the future, other

instances of modal verbs were also noticed. The modals found were: *may*, *can*, *must*, *might* *should*, *would* and *could*, with the negative forms *cannot*, *may not*, *might not* and in the recent ToS edition the contraction *can't* which was used twice. Modals *may*, *will* and *shall* had most instances in corpus with 251, 164 and 107 instances each (see Annex B for full data). As stated above *will* and *shall* represented the future tense, *will* pertaining to expectations and *shall* to inevitability of future obligations. The use of *may* and *may not* were sporadic throughout texts, but mostly used in sections about services and related content, to express possibility or negate or express permission, for example:

- (43) You **may** need <...>;
- (44) We **may** also change <...>;
- (45) Some Services **may** offer <...>;
- (46) You **may** not <...>.

The use of *can* was to express permission and ability. Previously *can* was used only once or up to five times per document, while the recent ToS editions use *can* the most with 14 and 20 instances, and represent more than half of the instances found in the corpus. Instances of placement are sporadic, but used least with legal adjacent statements, for example:

- (47) <...> you **can** stream or interact <...>;
- (48) <...> you **can** click on <...>;
- (49) <...> you **can** appeal.

(ToS 20)

While the negative form *cannot* was not found in the new editions and only appeared until ToS 12 was released. All instances of *cannot* were statements made by Google to express inability and were used only three times per document, example 50 twice and 51 once. Examples:

- (50) Google **cannot** and does not <...>;
- (51) We **cannot** <...>.

The modal *must*, similarly to *can* also became used more only in the two latest editions of the ToS. Previously *must* would be used only once in documents to indicate an obligation when talking about commercial service use. In the two latest documents *must* is used 5 and 6 times, to indicate the need of acceptance of the Terms and to show obligation to follow set requirements, for example:

- (52) <...> you **must** accept these terms <...>;
- (53) <...> you **must** follow these basic rules of conduct <...>.

(ToS 20)

The least used modals were *might* (*not*), *would* and *could* representing possibility and *should* representing recommendation. All of them were used only once or twice per document but not in all documents and had less than 20 instances in all of the corpus each. The modal *could* only appeared in the most recent documents and was used only twice per document. Overall, most Google ToS documents had around thirty or fifty modals per document (see Annex B).

A certain distribution of pronoun use related to the contracting parties also became apparent. That is users are referred to in 2nd person plural pronouns *you* and *your* (see Table 10 below, full table in Annex E) rather than as a 3rd person *User*, which had only a couple of cases

mostly in Limitations of Liability or legal statements where *any user(s)* or *other user* would be used. In most recent ToS *User* is equally avoided in preference to the 2nd person plural pronouns. While Google was referred to in both proper noun *Google* and 1st person pronouns *we*, *us* and *our* interchangeably. Though in the early editions of the ToS proper noun *Google* was preferred and used throughout the text more than the 1st person pronouns, while in the recent editions the 1st person pronouns are favoured over using *Google* and Google is used mostly as part of naming a service like Google Account.

Table 10. Tos 1 and ToS 20 pronoun instances

ToS	1 st person plural			2 nd person plural		
	we	us	our	you	your	yours
ToS 1	7	3	5	11	14	-
ToS 20	88	15	63	161	78	1

This shift towards the 1st person shows that the language of the document became more ‘personal’, the reader and writer appear on a more equal plain than it would be if *Google* was used instead of 1st person pronouns. Thought in the newer editions of the ToS, the 3rd person *it* is seen more frequently, used for reference of something mentioned.

In the new editions of the ToS contractions also became used relatively frequently (see Annex E). Contractions are not generally seen in legal or business writings and make the document appear less formal, for example:

- (54) <...> **you’re** free to choose <...>;
 (55) <...> others **aren’t** following <...>.

(ToS 20)

The use of *any* and *all* could also be noticed with 664 and 73 instances. The vague meaning words were mostly used to express inclusivity, in early documents frequently found mostly in the legal section of the ToS. In some cases *any* would be used in close repetition of one another.

- (56) <...> **any** advertising, products or other materials <...>; (ToS 13)
 (57) <...> disclaims **any** and **all** responsibility or liability <...>; (ToS 7)
 (58) <...> disclaims **any** responsibility for **any** harm <...>. (ToS 5)

The use of binomial, trinomial and even multinomial expressions (enumeration) could be noticed, employed to be as precise or inclusive as needed. Binomials and trinomials being more frequent in the overall text, while multinomials were more frequently found in legal sections where almost a whole paragraph of *Limitations of Liability* section consisted of a multinomial. Though in recent ToS editions multinomials are shorter and have varied placements, for example:

- (59) <...> detect and block <...>; (ToS 19)
 (60) <...> remove, obscure, or alter <...>; (ToS 14)
 (61) <...> copy, modify, distribute, sell, or lease <...>. (ToS 20)

The use of *such* as a determiner was also noticed, mostly in the legal sections of the earlier editions of the ToS to emphasise the particular or of this or that kind, for example:

(62) <...> will apply to such disputes <...>; (ToS 14)

(63) <...> possibility of such damages <...>. (ToS 1)

Conditional statements with *if* and in some cases *unless* were also noticed. The use of *if* conditionals was prevalent throughout the corpus with 277 instances, used mostly to state conditions for the user with *if you* being most frequent with 149 instances. Examples:

(64) *If you are a business user* <...>; (ToS 19)

(65) *If you meet these age* <...>; (ToS 20)

(66) <...> *unless laws prohibit* <...>. (ToS 16)

A few instances of archaic legal vocabulary could also be noticed in the early document editions. That is adverbs *hereby*, *therein* and *thereof*, used once each and *hereof* with 23 instances, used two times per document until ToS 12, both instances being:

(67) <...> *the subject matter hereof* <...>.

In the very early editions of the ToS, long and wordy sentences could be noticed in the legal sections of the document, in some cases taking up a whole paragraph, for example 73 words long sentence/paragraph in the Disclaimer of Warranties section. In later and recent ToS editions shorter (32 words or less) or short (11 words) sentences are favoured overall, and in newest editions of the ToS the information is frequently defragmented and given under bullet points instead of full sentences.

A tendency for capitalising words was also noticed. Most frequently used capitalisations are related to Google or services provided by Google. For example, in the corpus, capitalised Google was used 723 times out of 975 instances of capitalisations with Google in them, and the service Google Account had 85 instances (see Annex C for full list). Also in ToS editions up to ToS 13 the full capitalisation of the legal sections of *Limitation of Liability* and *Warranties and Disclaimers* could be noticed, where four out of five paragraphs of disclaimers and two out of three paragraphs of limitations sections were fully capitalised. This kind of capitalization would usually be used in contract writing to highlight importance, though it makes it harder to read.

Overall from the linguistic features noticed it would seem that the ToS are more reader friendly than not. The text is written in active voice and mostly present tense, the parties of the document are written in 1st and 2nd person plural pronouns rather than proper nouns. Modal *shall* is no longer used and full sections of capitalized legal statements are no longer employed. The sentences are short, though binomial and trinomial phrases can be noticed.

The next part will shortly present some linguistic statistics.

4.5. Statistical analysis

This section will present a very short statistical analysis to complement the noticed linguistic features of Google ToS based on data retrieved through the Coh-Metrix (McNamara

et.al, 2005) computational tool, data sets can be seen in Annex. The focus is on the outcome of ToS change between the 1999 and the 2022 documents.

First and foremost, over time Google ToS have become considerably longer. As could be seen in Table 1 (section 3) the difference between the length of the first ToS document (917 words) and the latest edition (4540 words) is almost five times the length. Though the sentence length has decreased by more than a half from 32.75 to 13.47 words average (mean). The standard deviation score for sentence length would also suggest that the newest edition of ToS has more similar length sentences than ToS 1 had. The difference between ToS 1 mean 32.75 and standard deviation 26.58 is 6,17 while ToS 20 difference between 13.47 mean and 10.69 standard deviation is only 2.78, which shows that ToS 1 had a greater disparity between sentence lengths. The change of sentence structure can also be interpreted based on the syntactic simplicity percentile between ToS 1 and ToS 20 documents, which increased from 55.96 to 81.59 and would signal that the degree of sentence construction became simpler to process.

The familiarity of content words score also increased though not by much, from 558.27 in ToS 1 to 561.57 in the latest edition, and would suggest that the text had and still has familiar vocabulary that adults would understand quickly.

Even though the referential cohesion percentile decreased more than a half from 91.31 to 48.01, which could be explained by the more defragmented form of the current ToS edition, deep cohesion percentile still stayed relatively the same going from 96.99 to 92.07, which would signal that the understanding of the text on a deeper level should not have changed much. The lexical diversity of the ToS has also increased from 53.19 to 71.84 MTLTD score, though according to the data mostly with verb incidences which increased by 28.52, while adjective and adverb incidences increased only by 5.76 and 1.79 respectively. And noun incidences decreased by 33.59 since ToS 1.

The readability overall according to the FRES score, which calculates text readability based on sentence structure, word complexity and the number of syllables used by comparing the measures, has increased considerably from 28,75 to 52,47 which should suggest that the text is far more readable then it used to be. The complementary grade level would suggest that it is still fairly difficult to read for younger individuals, though high schoolers should be able to understand the text.

5. Conclusions

This paper aimed to see whether the structure and language of ToS change overtime and whether employing genre analysis approach and applying it to twenty editions of Google ToS

ranging from 1999 to 2022 would allow to identify their rhetorical patterns. The findings suggest that the information and structural patterns of the twenty analysed ToS did not change often, while the language became easier to read overtime and move patterns could be made.

As shown in Table 9 in the Results section, nine recognizable moves can be seen in Google ToS, most recognisable being *Title*, *Date* and the *Introduction* as they changed the least and had most consistent placement and formatting. The biggest part of the document was the overarching move *Expectations and regulations* which showed fluctuations in extent and type of information provided and minor shifts in positioning, though not often and not changing the base meaning. This did not come as a surprise, since companies are evolving and new features or services could require new or altered information, which also results in the ToS becoming longer. The *Legal statements* move also had a set placement in the document, while *Governing* and *Ending statements* moves seem interchangeable, but consistently placed at the end of the document. The *Actions in case of breach* and *Data requests* moves were not new, but had a reinstated position in the newest ToS.

While identified linguistic features suggest that Google ToS document is written mostly in a reader friendly way, which is also backed by the readability score becoming higher. ToS also had a specific feature that is hyperlinks. They were identified to be part of the document since the first edition, and in latest editions became a significant part of the document.

The overall findings appear to be partially in line with the propositions of the experimental studies regarding long texts, dissimilar forms and difficult language. While ToS did not become shorter, the language was not complex and the readability score did increase. And the noticed Google ToS patterns did not change frequently. Unfortunately the findings of this study are restricted to Google ToS so claiming anything beyond Google ToS scope is impossible. Further research should be made to determine if the noticed patterns could be identified in different Terms of Service. Which could be done by analysing ToS documents of different types of service providers.

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SUMMARY IN LITHUANIAN

Sutartys yra teisinio pobūdžio dokumentai skirti apsaugoti teises ir įsipareigojimus tarp jas pasirašančių žmonių. Interneto erdvėje jos žinomos kaip Paslaugų teikimo sutartys. Nuo interneto išplitimo, ir ypač pastarajame dešimtmetyje, išlieka susidomėjimas tyrimais susijusiais su internetinėmis Paslaugų teikimo sutartimis, ypač jų skaitomumu ir suprantamumu. Tačiau nors yra atliekama nemažai tyrimų, jų dėmesys dažniausiai sutelkiamas į apklausas ir gautas respondentų nuomones, kuriose vyrauja įprasti atsakymai apie dažnai kintančius leidimus, sunkiai suprantamą kalbą ir nevienodas teksto struktūras.

Šio darbo tikslas buvo pažvelgti į Paslaugų teikimo sutartį žanro aspektu ir pasitelkiant dvidešimt „Google“ Paslaugų teikimo sutarčių išleistų nuo 1999 iki 2022 metų analize pažiūrėti ar jose matomos struktūrinės išraiškos (retoriniai ėjimai) ir lingvistinės ypatybės dažnai kinta ir ar galima sudaryti struktūrinį Paslaugų teikimo sutarties retorinių ėjimų modelį.

Atlikta „Google“ Paslaugų teikimo sutarčių analizė atskleidė, kad struktūriniai kitimai vyko ne dažnai ir kad yra įprastai pasikartojantys ėjimai leidžiantys sudaryti struktūrinį jų modelį. Analizės metu taip pat buvo galima matyti, kad sutarčių kalba nebuvo sudėtinga, tačiau taip pat tapo lengvesnė.

Annex A

Outline	Purpose
Title	To introduce the document
Date of revision (beginning or end)	To establish the date of effect
Introduction	To state importance and purpose, give relevant information
Expectations and regulations (Rights and obligations)	Overarching thematic move to elaborate on the provider-user relationship
Legal statements	To presents legal facts and rights related
*Actions in case of breach	To present response to breach of ToS
* Data requests	To present principles of data disclosure
Ending statements	Statements to round up the agreement or present miscellaneous facts
Governing	To present who is responsible for legalities

No.	Typical patterns observed
1.	T + U + AQ + C + CH + DW + LL + G + ES + D
2.	T + IS + C + U + PP + CH + DW + LL + RR + G + ES + D
3.	T + IS + C + U + PP + CH + IP + DW + LL + RR + G + ES + D
4.	T + IS + C + U + PP + CH + IP + DW + LL + RR + G + ES + D
5.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
6.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
7.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
8.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
9.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
10.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
11.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
12.	T + IS + C + U + AQ + PP + CH + IP + DW + LL + RR + G + ES + D
13.	IS* + AT + LT + S + U + A + PP + C + IP + L + L + SW + ER + DW + LL + IP + A + C + CH + ES + G + D
14.	T + D + IS* + U* + A + PP + IP + SW + CH + DW + LL + B + ES + G
15.	T + D + IS* + U* + A + PP + IP + SW + CH + DW + LL + B + ES + G
16.	T + D + IS* + U* + A + PP + IP + SW + CH + DW + LL + B + ES + G
17.	T + D + IS* + U* + A + PP + IP + SW + CH + DW + LL + B + ES + G
18.	T + D + IS* + U* + A + PP + IP + SW + CH + DW + LL + B + ES + G
19.	T + D + IS* + P + SP + AR + C + U + C + IP + A + SC + SW + DW + LL + B + AC + DR + G + ES
20.	T + D + IS* + P + SP + AR + C + U + C + IP + A + SC + SW + LG + LL + B + AC + DR + G + ES

Code	Meaning
T	Title
IS	Initial statement (Introduction)
IS*	Initial statement with broader introduction (Introduction)
P	Preview (short preview of the ToS part of Introduction)
SP	Service provider (part of Introduction detached from initial statement)
C	Content (expectations of provider)
SC	Service content
U	User (expectations of conduct and service use by user)

U*	User and provider expectations together
B	Business user (limiting liability)
CH	Change (expectations of provider)
AQ	No automated quarrying (user conduct)
D	Date of effect
A	Account (use of services)
AD	Advertisements
AC	Actions in case of breach
DR	Data Requests
PP/IP	Privacy Policy/Intellectual Property right
SW	Software
RR	Requests for removal of links
DW	Disclaiming Warranties (Legal statements)
LL	Limited liability (Legal statements)
L	Legal statements (LG Legal guarantee)
ES	Ending statements (miscellaneous statements concerning ToS)
G	Governing

Annex B

Corpus modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	251	164	107	35	28	17	16	13	4
Negative modals	May not	Will not	Shall not	Cannot	Can't	Might not			
Count	91	52	3	33	2	1			
Total count								817	

ToS 1 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	0	1	0	0	0	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	2	1	0	0		1	0		
Total count								16	

ToS 2 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	4	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	4	1	0	3		0			
Total count								28	

ToS 3 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	4	6	8	1	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	4	1	0	3		0			
Total count								29	

ToS 4 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	1	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	4	1	0	3		0			
Total count								30	

ToS 5 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	1	1	0	0	1	0

Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	1	0	3		0			
Total count								32	

ToS 6 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	1	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	1	0	3		0			
Total count								32	

ToS 7 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			
Total count								32	

ToS 8 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			
Total count								32	

ToS 9 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			
Total count								32	

ToS 10 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			

Total count	32
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ToS 11 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			
Total count								32	

ToS 12 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	5	6	8	0	1	0	0	1	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	6	2	0	3		0			
Total count								32	

ToS 13 modal verb count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	42	23	18	4	1	0	4	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	9	4	3	0		0			
Total count								108	

ToS 14 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	24	12	0	4	1	1	2	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	3	6	0	0		0			
Total count								53	

ToS 15 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	24	12	0	4	1	1	2	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	3	6	0	0		0			

Total count	53
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ToS 16 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	25	13	0	5	1	1	2	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	3	6	0	0		0			
Total count								56	

ToS 17 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	25	13	0	5	1	1	2	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	3	6	0	0		0			
Total count								56	

ToS 18 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	26	11	0	4	1	1	2	0	0
Negative modals	May not	Will not	Shall not	Cannot		Might not			
Count	3	4	0	0		0			
Total count								54	

ToS 19 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	11	2		14		6	1	1	2
Negative modals	May not	Will not	Shall not	Cannot	Can't	Might not			
Count	3	1	0	0	1	0			
Total count								42	

ToS 20 modal verbs count									
Modals	May	Will	Shall	Can	Must	Might	Should	Would	Could
Count	15	5	1	20	1	1	1	1	2
Negative modals	May not	Will not	Shall not	Cannot	Can't	Might not			
Count	2	2	0	0	1	0			
Total count								52	

Annex C

List of capitalized word that do not start a sentence and are capitalized mainly to name services or functions, draw attention or emphasise importance.

Act	Corpus count	A legal document
Additional Terms	10	A document related to the present one
Ads Settings	2	A specific function.
Adsense	1	A Google specific function
Adwords	1	A Google specific function
Automated Querying	8	Emphasizes a specific function
Cached Materials	11	Emphasise reference
Content	41	Specifies content already mentioned
Copyright Protection	5	Emphasize a type of legal protection
Digital Millennium Copyright Act	24	A legal document
EEA	13	Abbreviation of European Economic Area.
English	6	Proper noun, English language
EU	5	Abbreviation of European Union. A political entity.
EU Platform-to-Business Regulation	2	Legal document
EU's Model Instructions on Withdrawal	1	Regulations.
European Commission	3	A political entity.
European Economic Area	7	Legal establishment
European Union	2	Apolitical entity.
Gmail	3	Refers to a specific service.
God (acts of God)	11	Used as name. Proper noun
Google	723	Business and a contracting party to the ToS.
Google Account	85	Refers to a specific feature that Google provides
Google Accounts	2	
Google Brand Permissions	2	Refers to specific permissions
Google Calendar	1	Refers to a specific function
Google FAQ	11	Refers to a specific webpage
Google Home	1	Refers to a specific Google service
Google Inc.	12	Refers to Google corporation
Google Ireland Limited	9	Refers to a region specific subsidiary of Google corporation
Google LLC	1	Google as a business, a legal entity.
Google Maps	7	Refers to a specific Google service
Google Nest	1	Refers to a specific Google service and subsidiary
Google News	2	Refers to a specific Google service
Google Play	5	Refers to a specific digital Google store
Google Privacy Policy	11	Refers to a specific document
Google's Privacy Policy	2	
Google Search Services	74	Refers to a specific Google service
Google Search	2	Refers to Google search engine
Google Services	22	Refer to services as a contractual part

GOOGLE SERVICES	60	Refer to services (used in an all capitalised section)
Google Shopping	1	Refers to a specific Google service and website
Google Takeout	2	Refers to a specific digital service project
GOOGLE TERMS OF SERVICE FOR YOUR PERSONAL USE	11	The title of the document
GOOGLE TERMS OF SERVICE	8	The title of the document
Legal Notices	1	Emphasizes
PDF	2	Abbreviation of Portable Document Format
Permission (to use)	2	Refers to a specific section of the ToS
Play Store	2	Refers to a specific digital Google store
Privacy Policy	8	Refers to a document
Profile (name/ photo)	8	Emphasizes a specific Google function
Purpose (section below)	2	Refers to a specific section of the ToS
Registration Number	1	Refers to a specific registration number
Registered Number	2	Refers to a specific registration number
Removing (your content section)	4	Refers to a specific section of the ToS
SafeSearch	1	Refers to a specific feature of Google services
Safety Center	2	Refers to a specific service and function of Google
Salar Kamangar	4	Name and surname of a contact, proper noun.
Search and Maps	2	Refers to specific applications and websites
Section	3	Refers to part of ToS
Security Checkup	2	Refers to an available Service function.
Service Services	52	Refers to the Service that Google provides
Software	8	Refers to compositional part of the Services.
Taking (in Taking action in case of...)	2	Refers to a section of the ToS
Terms	41	Refers to the terms of service in short for
Terms and Conditions	11	Refers to the document in question as a synonym
Terms of Service	104	Refers to the document in questions
Title II of the	4	Refers to part of a legal document
Transparency Report	2	Refers to a document
U.S. Copyright Office Web Site	4	Refers to a specific legal domain
United Nations	2	International organization
United States Code 512(c)(2)	4	Refers to a legal document
Universal Terms	9	Names and emphasizes the Terms
URL	1	Abbreviation of Uniform Resource Locator
VAT Number	1	Abbreviation of Value Added Tax. Indicates VAT number
Warranties and Disclaimers	5	Emphasizes section of the ToS
Warranty section	1	Refers to a specific part of document

Web site	24	Emphasized
WorkExchange's	4	Business name

Specific addresses or places
1600 Amphitheatre Parkway, Mountain View, CA 94043, United States
2400 Bayshore Pkwy Mountain View, CA 94043
Gordon House, Barrow Street, Dublin 4, Ireland
Santa Clara County
State of California

Country names
In the latest edition of the ToS, country lists were provided with country specific contacts.
Austria / Belgium / Bulgaria / Croatia / Cyprus / Czechia / Denmark / Estonia / Finland / France / Germany / Greece / Hungary / Iceland / Ireland / Italy / Latvia / Liechtenstein / Lithuania / Luxembourg / Malta / Netherlands / Norway / Poland / Portugal / Romania / Slovakia / Slovenia / Spain / Sweden / United States

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Annex D

Abbreviations

Abbreviation	Corpus count	Meaning
Attn	4	Attention
CA	9	California
EEA	13	European Economic Area
Email	4	Electronic mail
EU	5	European Union
ext.	4	Extension (in reference to phone numbers)
Gmail	3	Google mail
Fax	4	facsimile
FAQ	11	Frequently asked questions
Inc.	12	Incorporated (refers to a legal corporation)
LLC	1	Limited Liability Company
PDF	2	Portable Document Format
Pkwy	4	Parkway (address)
USA	4	United States of America
U.S.A.	8	United States of America
U.S.	9	United States
URL	1	Uniform Resource Locator
VAT (Number)	1	Value Added Tax

Annex E

Contractions	Corpus count
Aren't	3
Don't	62
Doesn't	17
It's	16
We'd	2
We're	7
We've	4
We'll	25
What's	6
You're	31
You've	5
You'll	2

Annex F

ToS	1 st person plural			2 nd person plural		
	we	us	our	you	your	yours
ToS 1	7	3	5	11	14	-
ToS 2	5	0	1	15	8	-
ToS 3	5	1	3	15	8	-
ToS 4	4	1	3	15	8	-
ToS 5	4	1	3	17	9	-
ToS 6	4	2	3	17	9	-
ToS 7	4	1	2	17	9	-
ToS 8	4	1	2	17	9	-
ToS 9	4	1	2	17	9	-
ToS 10	4	1	2	17	9	-
ToS 11	4	1	3	17	9	-
ToS 12	4	1	3	17	9	-
ToS 13	-	-	2	169	58	-
ToS 14	37	5	48	67	24	1
ToS 15	39	5	50	76	33	1
ToS 16	39	5	51	77	34	1
ToS 17	39	5	51	77	34	1
ToS 18	39	5	49	76	32	1
ToS 19	75	9	64	137	72	1
ToS 20	88	15	63	161	78	1

Annex G

ToS 1

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Annex H

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Annex I

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These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and **supersedes and replaces all** prior or contemporaneous **understandings or agreements, written or oral**, regarding such subject matter. **Any** waiver of **any** provision of the Terms of Service **will** be effective only if **in writing and signed by** Google.

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Annex Q

ToS 11

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Welcome! By using Google's search engine or other Google services ("Google Services"), you agree to be bound by the following **terms and conditions** (the "Terms of Service").

Content Linked to by Google

The sites displayed as search results or linked to by Google Services **are developed** by people over whom Google exercises no control. The search results that appear from Google's indices **are indexed** by Google's **automated machinery and computers**, and Google **cannot and does not** screen the sites before including them in the indices from which such automated search results are gathered. A search using Google Services **may** produce **search results and links** to sites that some people find **objectionable, inappropriate, or offensive**. We **cannot** guarantee that a Google search **will not** locate **unintended or objectionable** content and assume no responsibility for the content of **any** site included in **any** search results or otherwise linked to by the Google Services.

Personal Use Only

The Google Services **are made** available for your **personal, non-commercial** use only. You **may not** use the Google Services to sell a **product or service**, or to increase traffic to your Web site for commercial reasons, such as advertising sales. You **may not** take the results from a Google search and **reformat and display** them, or mirror the Google **home page or results pages** on your Web site. You **may not** "meta-search"

Google. If you want to make commercial use of the Google Services, you **must** enter into an agreement with Google to do so in advance. Please [contact us](#) for more information.

If you are interested in adding a Google search box to your web site or your company's web site, [we encourage you to do so](#).

No Automated Querying

You **may not** send automated queries of **any** sort to Google's system without express permission in advance from Google. Note that "sending automated queries" includes, among other things:

- using **any** software which sends queries to Google to determine how a **website or webpage** "ranks" on Google for various queries;
- "meta-searching" Google; and
- performing "offline" searches on Google.

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Changes In **Terms and Conditions** and Google Search Service

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Annex R

ToS 12

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Annex S

ToS 13

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=58585>.

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 license 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 license 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-license 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 license 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 license 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 license 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 license 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 license 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 license.

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

Annex T

ToS 14

GOOGLE TERMS OF SERVICE

Last modified: March 1, 2012

Welcome to Google!

Thanks for using our products and services (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its

owner or *are* otherwise **permitted** by law. These terms do not grant you the right to use **any** branding or logos used in our Services. Don't **remove, obscure, or alter** **any** legal notices **displayed in or along with** our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We **may** review content to determine whether it **is illegal or violates our policies**, and we **may** **remove or refuse to display** content that we reasonably believe violates our **policies or the law**. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we **may** send you **service announcements, administrative messages, and other information**. You **may** opt out of some of those communications.

Your Google Account

You **may** need a Google Account in order to use some of our Services. You **may** create your own Google Account, or your **Google Account may be assigned** to you by an administrator, such as your **employer or educational institution**. If you are using a Google Account assigned to you by an administrator, **different or additional** terms may apply and your administrator **may** be able to **access or disable** your account.

If you learn of **any** unauthorized use of your password or account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we **treat your personal data and protect your privacy** when you use our Services. By using our Services, you agree that Google **can** use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you **can** find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to submit content. You retain ownership of **any** intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you **upload or otherwise submit** content to our Services, you give Google (and those we work with) a worldwide license to **use, host, store, reproduce, modify, create** derivative works (such as those resulting from **translations, adaptations or other changes** we make so that your content works better with our Services), **communicate, publish, publicly perform, publicly display and distribute** such content. The rights you grant in this license are for the limited purpose of **operating, promoting, and improving** our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services **may** offer you ways to access and remove

content that *has been provided* to that Service. Also, in some of our Services, there are **terms or settings** that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for **any** content that you submit to our Services.

You **can** find more information about how Google **uses and stores** content in the **privacy policy or additional terms** for particular Services. If you submit **feedback or suggestions** about our Services, we **may** use your **feedback or suggestions** without obligation to you.

About Software in our Services

When a Service **requires or includes** downloadable software, this software **may** update automatically on your device once a **new version or feature** is available. Some Services **may** let you adjust your automatic update settings.

Google gives you a **personal, worldwide, royalty-free, non-assignable and non-exclusive** license to use the software provided to you by Google as part of the Services. This license 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 these terms. You **may not** copy, modify, distribute, sell, or lease **any** part of our **Services or included software**, nor **may** you **reverse engineer or attempt to extract** the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services **may be offered** under an open source license that we will make available to you. There **may** be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly **changing and improving** our Services. We **may** **add or remove** **functionalities or features**, and we may **suspend or stop** a Service altogether.

You **can** stop using our Services at **any** time, although we'll be sorry to see you go. Google **may** also stop providing Services to you, or **add or create** new limits to our Services at **any** time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of **skill and care** and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these **terms or additional terms**, neither Google nor its **suppliers or distributors** make **any** specific promises about the Services. For example, we don't make **any** commitments about the content within the Services, the specific functions of the Services, or their **reliability, availability, or ability to meet your needs**. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law Google, and Google's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Google, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, Google, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable

We recognize that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries **will not** apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws **will** apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, **will** apply to **any** disputes **arising out of or relating to these terms or the Services**. Similarly, if the courts in your country **will not** permit you to consent to the jurisdiction and venue of the courts in Santa Clara County, California, U.S.A., then your local **jurisdiction and venue** **will** apply to such disputes related to these terms. Otherwise, **all** claims **arising out of or relating to** these terms or the services **will be litigated** exclusively in the **federal or state** courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Annex U

ToS 15

Last modified: November 11, 2013 ([view archived versions](#))

Welcome to Google!

Thanks for using our **products and services** (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes **additional terms or product requirements** (including age requirements) may apply. Additional terms **will** be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You **must** follow **any** policies made available to you within the Services.

Don’t misuse our Services. For example, **don’t** interfere with our Services or try to access them using a method other than **the interface and the instructions** that we provide. You **may** use our Services only as permitted by law, including applicable **export and re-export control laws and regulations**. We **may suspend or stop providing** our Services to you if you do not comply with our **terms or policies** or if we are investigating suspected misconduct.

Using our Services does not give you ownership of **any** intellectual property rights in our Services or the content you access. You **may not** use content from our Services unless you obtain permission from its owner or **are otherwise permitted** by law. These terms do not grant you the right to use **any branding or logos** used in our Services. **Don’t remove, obscure, or alter any legal notices displayed in or along with** our Services.

Our Services display some content that is not Google’s. This content is the sole responsibility of the entity that makes it available. We **may** review content to determine whether it **is illegal or violates** our policies, and we **may remove or refuse to display** content that we reasonably believe violates our **policies or the law**. But that does not necessarily mean that we review content, so please **don’t** assume that we do.

In connection with your use of the Services, we **may** send you **service announcements, administrative messages, and other information**. You **may** opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that **distracts you and prevents you from** obeying **traffic or safety laws**.

Your Google Account

You **may** need a Google Account in order to use some of our Services. You **may** create your own Google Account, or your Google Account **may be assigned** to you by an administrator, such as your **employer or educational institution**. If you are using a Google Account assigned to you by an administrator, **different or additional** terms **may** apply and your administrator **may** be able to **access or disable** your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens **on or through** your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of **any** unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google **can** use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you **can** find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to submit content. You retain ownership of **any** intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you **upload or otherwise submit** content to our Services, you give Google (and those we work with) a worldwide license to **use, host, store, reproduce, modify, create derivative works** (such as those resulting from **translations, adaptations or other changes** we make so that your content works better with our Services), **communicate, publish, publicly perform, publicly display and distribute** such content. The rights you grant in this license are for the limited purpose of **operating, promoting, and improving** our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services **may** offer you ways to **access and remove** content that *has been provided* to that Service. Also, in some of our Services, there are **terms or settings** that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for **any** content that you submit to our Services.

If you have a Google Account, we **may** display your **Profile name, Profile photo, and actions you take on** Google or on third-party applications connected to your Google Account (such as +1's, **reviews you write and comments you post**) in our Services, including displaying in **ads and other commercial contexts**. We **will** respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you **can** choose your settings so your **name and photo** do not appear in an ad.

You **can** find more information about how Google **uses and stores** content in the **privacy policy or additional terms** for particular Services. If you submit **feedback or suggestions** about our Services, we **may** use your **feedback or suggestions** without obligation to you.

About Software in our Services

When a Service **requires or includes** downloadable software, this software **may** update automatically on your device once a new version or feature is available. Some Services **may** let you adjust your automatic update settings.

Google gives you a **personal, worldwide, royalty-free, non-assignable and non-exclusive** license to use the software provided to you by Google as part of the Services. This license 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 these terms. You **may not** copy, modify, distribute, sell, or lease **any** part of our Services or included software, nor **may** you **reverse engineer or attempt to extract** the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services **may be offered** under an open source license that we **will** make available to you. There **may** be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly **changing and improving** our Services. We **may** add or remove **functionalities or features**, and we **may** **suspend or stop** a Service altogether.

You **can** stop using our Services at **any** time, although **we'll** be sorry to see you go. Google **may** also stop providing Services to you, or **add or create** new limits to our Services at **any** time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we **will** give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of **skill and care** and we hope that you **will** enjoy using them. But there are certain things that we **don't** promise about our Services.

Other than as expressly set out in these **terms or additional terms**, neither Google nor its **suppliers or distributors** make **any** specific promises about the Services. For example, we **don't** make **any** commitments about the content within the Services, the specific functions of the Services, or their **reliability, availability, or ability to meet your needs**. We provide the Services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of **merchantability, fitness for a particular purpose and non-infringement**. To the extent permitted by law, we exclude **all** warranties.

Liability for our Services

When permitted by law, Google, and Google's **suppliers and distributors**, **will not** be responsible for **lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages**.

To the extent permitted by law, the total liability of Google, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, Google, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

We recognize that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Santa Clara County, California, U.S.A., then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms

or the services **will be litigated** exclusively in the **federal or state courts** of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Annex V

ToS 16

GOOGLE TERMS OF SERVICE

Last modified: April 30, 2014 ([view archived versions](#))

Welcome to Google!

Thanks for using our **products and services** (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes **additional terms or product requirements** (including age requirements) **may** apply. Additional terms **will** be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You **must** follow **any** policies made available to you within the Services.

Don't misuse our Services. For example, **don't** interfere with our Services or try to access them using a method other than **the interface and the instructions** that we provide. You **may** use our Services only as permitted by law, including applicable **export and re-export control laws and regulations**. We **may** **suspend**

or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

If you have a Google Account, we may display your Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you can choose your settings so your name and photo do not appear in an ad.

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Open source software is important to us. Some software used in our Services **may be offered** under an open source license that we **will** make available to you. There **may** be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly **changing and improving** our Services. We **may** **add or remove** functionalities or features, and we **may** **suspend or stop** a Service altogether.

You **can** stop using our Services at **any** time, although **we'll** be sorry to see you go. Google **may** also stop providing Services to you, or **add or create** new limits to our Services at **any** time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we **will** give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

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Other than as expressly set out in these **terms or additional terms**, neither Google nor its **suppliers or distributors** make **any** specific promises about the Services. For example, we **don't** make **any** commitments about the content within the Services, the specific functions of the Services, or their **reliability, availability, or ability to meet your needs**. We provide the Services “as is”.

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Liability for our Services

When permitted by law, Google, and Google's **suppliers and distributors**, **will not** be responsible for **lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages**.

To the extent permitted by law, the total liability of Google, and its **suppliers and distributors**, for **any** claims under these terms, including for **any** implied warranties, **is limited** to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In **all** cases, Google, and its **suppliers and distributors**, **will not** be liable for **any** **loss or damage** that is not reasonably foreseeable.

We recognize that in some countries, you **might** have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these **terms or any additional terms** limits **any** consumer legal rights **which may not be waived** by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Santa Clara County, California, U.S.A., then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Annex W

ToS 17

GOOGLE TERMS OF SERVICE

Last modified: October 25, 2017 ([view archived versions](#))

Welcome to Google!

Thanks for using our **products and services** (“Services”). The Services are provided by Google LLC (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes **additional terms or product requirements** (including age requirements) **may** apply. Additional terms **will** be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You **must** follow **any** policies made available to you within the Services.

Don't misuse our Services. For example, **don't** interfere with our Services or try to access them using a method other than **the interface and the instructions** that we provide. You **may** use our Services only as permitted by law, including applicable **export and re-export control laws and regulations**. We **may suspend or stop providing** our Services to you if you do not comply with our **terms or policies** or if we are investigating suspected misconduct.

Using our Services does not give you ownership of **any** intellectual property rights in our Services or the content you access. You **may not** use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use **any branding or logos** used in our Services. **Don't remove, obscure, or alter any legal notices displayed in or along with** our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We **may** review content to determine whether it **is illegal or violates** our policies, and we **may remove or refuse to display** content that we reasonably believe violates our **policies or the law**. But that does not necessarily mean that we review content, so please **don't** assume that we do.

In connection with your use of the Services, we **may** send you **service announcements, administrative messages, and other information**. You **may** opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that **distracts you and prevents you from obeying traffic or safety laws**.

Your Google Account

You **may** need a Google Account in order to use some of our Services. You **may** create your own Google Account, or your Google Account **may** be assigned to you by an administrator, such as your **employer or educational institution**. If you are using a Google Account assigned to you by an administrator, **different or additional terms** **may** apply and your administrator **may** be able to **access or disable** your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens **on or through** your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of **any** unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google **can** use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you **can** find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to **upload, submit, store, send or receive content**. You retain ownership of **any** intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you **upload, submit, store, send or receive** content to or through our Services, you give Google (and those we work with) a worldwide license to **use, host, store, reproduce, modify, create derivative works** (such as those resulting from **translations, adaptations or other changes** we make so that your content works better with our Services), **communicate, publish, publicly perform, publicly display and distribute** such content. The rights you grant in this license are for the limited purpose of **operating, promoting, and improving** our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services **may** offer you ways to **access and remove** content that *has been provided* to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for **any** content that you submit to our Services.

Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as **customized search results, tailored advertising, and spam and malware detection**. This analysis occurs as the content is **sent, received, and when it is stored**.

If you have a Google Account, we **may** display your **Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post)** in our Services, including displaying in **ads and other commercial contexts**. We **will** respect the choices you make to limit **sharing or visibility settings** in your Google Account. For example, you **can** choose your settings so **your name and photo** do not appear in an ad.

You **can** find more information about how Google **uses and stores** content in the **privacy policy or additional terms** for particular Services. If you submit **feedback or suggestions** about our Services, we **may** use your **feedback or suggestions** without obligation to you.

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When permitted by law, Google, and Google’s suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Google, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, Google, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

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If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

About these Terms

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If you do not comply with these terms, and we **don't** take action right away, this doesn't mean that we are giving up **any** rights that we **may** have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this **will not** affect **any** other terms.

The courts in some countries **will not** apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws **will** apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, **will** apply to **any** disputes **arising out of or relating to these terms or the Services**. Similarly, if the courts in your country **will not** permit you to consent to the **jurisdiction and venue** of the courts in Santa Clara County, California, U.S.A., then your local **jurisdiction and venue** **will** apply to such disputes related to these terms. Otherwise, **all** claims **arising out of or relating to** these terms or the services **will be litigated** exclusively in the **federal or state courts** of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Annex X

ToS 18

GOOGLE TERMS OF SERVICE

Effective January 22, 2019 ([view archived versions](#))

Welcome to Google!

Thanks for using our **products and services** ("Services"). If you're based in the European Economic Area or Switzerland, unless stated otherwise in **any** additional terms, the Services are provided by Google Ireland Limited ("Google"), a company **incorporated and operating under** the laws of Ireland (Registered Number: 368047), and located at Gordon House, Barrow Street, Dublin 4, Ireland.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes **additional terms or product requirements** (including age requirements) **may** apply. Additional terms **will** be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

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Your Google Account

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To protect your Google Account, keep your password confidential. You are responsible for the activity that happens **on or through** your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of **any** unauthorized use of your password or Google Account, [follow these instructions](#).

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About Software in our Services

When a Service **requires or includes** downloadable software, this software **may** update automatically on your device once a new version or feature is available. Some Services **may** let you adjust your automatic update settings.

Google gives you a **personal, worldwide, royalty-free, non-assignable and non-exclusive** license to use the software provided to you by Google as part of the Services. This license 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 these terms. You **may not** **copy, modify, distribute, sell, or lease** **any** part of our Services or included software,

nor **may** you **reverse engineer or attempt to extract** the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services **may be offered** under an open source license that we **will** make available to you. There **may** be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly **changing and improving** our Services. We **may add or remove functionalities or features**, and we **may suspend or stop** a Service altogether.

You **can** stop using our Services at **any** time, although we'll be sorry to see you go. Google **may** also stop providing Services to you, or **add or create** new limits to our Services at **any** time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we **will** give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of **skill and care** and we hope that you **will** enjoy using them. But there are certain things that we **don't** promise about our Services.

Other than as expressly set out in these **terms or additional terms**, neither Google nor its **suppliers or distributors** make **any** specific promises about the Services. For example, we **don't** make **any** commitments about the content within the Services, the specific functions of the Services, or their **reliability, availability, or ability to meet your needs**. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of **merchantability, fitness for a particular purpose and non-infringement**. To the extent permitted by law, we exclude **all** warranties.

Liability for our Services

When permitted by law, Google, and Google's **suppliers and distributors**, **will not** be responsible for **lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages**.

To the extent permitted by law, the total liability of Google, and its **suppliers and distributors**, for **any** claims under these terms, including for **any** implied warranties, **is limited** to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In **all** cases, Google, and its **suppliers and distributors**, **will not** be liable for **any loss or damage** that is not reasonably foreseeable.

We recognize that in some countries, you **might** have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these **terms or any additional terms** limits **any** consumer legal rights **which may not be waived** by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Governing Law and Courts

If you are a consumer living in the European Economic Area or Switzerland: the laws and courts of your country of residence will apply to any dispute arising out of or relating to these terms. Disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#), but Google does not commit to and is not required to settle disputes before any alternative dispute resolution entity.

If you are a business user in the European Economic Area or Switzerland: these terms are governed by English law and you and Google submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or relating to these terms, but Google will still be allowed to apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.

For information about how to contact Google, please visit our [contact page](#).

Annex Y

ToS 19

GOOGLE TERMS OF SERVICE

Effective March 31, 2020 | [Archived versions](#) | [Download PDF](#)

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you **can** expect from us as you use Google [services](#), and what we expect from you.

These Terms of Service reflect [the way Google's business works](#), the laws that apply to our company, and [certain things we've always believed to be true](#). As a result, these Terms of Service help define Google's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- [What you can expect from us](#), which describes how we **provide and develop** our services
- [What we expect from you](#), which establishes certain rules for using our services
- [Content in Google services](#), which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Google, or others
- [In case of problems or disagreements](#), which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, to use our services, you **must** accept these terms.

Besides these terms, we also publish a [Privacy Policy](#). Although it's not part of these terms, we encourage you to read it to better understand how you **can** [update, manage, export, and delete your information](#).

Service provider

In the European Economic Area (EEA) and Switzerland, [Google services are provided](#) by, and you're contracting with:

Google Ireland Limited

incorporated and operating under the laws of Ireland (Registered Number: 368047)

Gordon House, Barrow Street

Dublin 4

Ireland

Age requirements

If you're under the [age required to manage your own Google Account](#), you must have your parent or legal guardian's permission to use a Google Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the [services](#), then these terms apply to you and you're responsible for your child's activity on the services.

Some Google services have additional age requirements as described in their [service-specific additional terms and policies](#).

YOUR RELATIONSHIP WITH GOOGLE

These terms help define the relationship between you and Google. Broadly speaking, we give you permission to use our [services](#) if you agree to follow these terms, which reflect [how Google's business works and how we earn money](#). When we speak of "Google," "we," "us," and "our," we mean Google Ireland Limited and its [affiliates](#).

What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and sites (like Search and Maps)
- platforms (like Google Play)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices (like Google Home)

Our [services are designed](#) to work together, making it easier for you to move from one activity to the next. For example, Maps can remind you to leave for an appointment that appears in your Google Calendar.

Improve Google services

We're constantly developing [new technologies and features](#) to improve our services. For example, we invest in artificial intelligence that uses machine learning to [detect and block spam and malware](#), and to provide you with innovative features, like simultaneous translations. As part of this continual improvement, we sometimes [add or remove features and functionalities](#), [increase or decrease](#) limits to our services, and start offering new services or stop offering old ones.

We maintain a rigorous product research program, so before we change or stop offering a service, we carefully consider your interests as a user, your reasonable expectations, and the potential impact on you and others. We only [change or stop offering](#) services for valid reasons, such as to [improve performance or](#)

security, to comply with law, to prevent illegal activities or abuse, to reflect technical developments, or because a feature or an entire service is no longer popular enough or economical to offer.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice and an opportunity to export [your content](#) from your Google Account using [Google Takeout](#), except in urgent situations such as [preventing abuse](#), [responding to legal requirements](#), or addressing [security and operability issues](#).

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our [services](#) continues as long as you meet your responsibilities in:

- **these terms**
- [service-specific additional terms](#), which could, for example, include things like additional age requirements

We also make various [policies, help centers, and other resources](#) available to you to answer common questions and to set expectations about using our services. These resources include our [Privacy Policy](#), [Copyright Help Center](#), [Safety Center](#), and other pages accessible from our [policies site](#).

Although we give you permission to use our services, we retain any [intellectual property rights](#) we have in the services.

Respect others

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you **must** follow these basic rules of conduct:

- comply with applicable laws, including [export control, sanctions, and human trafficking laws](#)
- respect the rights of others, including [privacy and intellectual property rights](#)
- **don't abuse or harm others or yourself** (or **threaten or encourage such abuse or harm**) — for example, by [misleading, defrauding, defaming, bullying, harassing, or stalking](#) others
- **don't abuse, harm, interfere with, or disrupt** the services

Our [service-specific additional terms and policies](#) provide additional details about appropriate conduct that everyone using those services **must** follow. If you find that others aren't following these rules, many of our services allow you to [report abuse](#). If we act on a report of abuse, we also provide a fair process as described in the [Taking action in case of problems](#) section.

Permission to use your content

Some of our services are **designed** to let you [upload, submit, store, send, receive, or share your content](#). You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to [upload or share](#) content, please make sure you have the necessary rights to do so and that the content is lawful.

License

[Your content](#) remains yours, which means that you retain **any** [intellectual property rights](#) that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you **may** have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license.

What's covered

This license covers [your content](#) if that content is **protected** by intellectual property rights.

What's not covered

- This license doesn't affect your data protection rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
 - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
 - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the [Service-related communications](#) section below.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you **can** license your content to others
- royalty-free, which means there are no fees for this license

Rights

This license allows Google to:

- **host, reproduce, distribute, communicate, and use** your content — for example, to save your content on our systems and make it accessible from anywhere you go
- **publish, publicly perform, or publicly display** your content, if you've made it visible to others
- modify your content, such as reformatting or translating it
- sublicense these rights to:
 - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the [Purpose](#) section below

Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new **features and functionalities**. This includes using **automated systems and algorithms** to analyze your content:
 - for **spam, malware, and illegal content**
 - to recognize patterns in data, such as determining when to suggest a new album in Google Photos to keep related photos together
 - to customize our services for you, such as providing **recommendations and personalized search results, content, and ads** (which you **can** change or turn off in [Ads Settings](#))

This analysis occurs as the content is sent, received, and when it is stored.

- **using content you've shared publicly to promote the services**. For example, to promote a Google app, we **might** quote a review you wrote. Or to promote Google Play, we **might** show a screenshot of the app you offer in the Play Store.
- **developing new technologies and services** for Google consistent with these terms

Duration

This license lasts for as long as your **content is protected** by intellectual property rights.

If you remove from our services **any** content that's covered by this license, then our systems **will** stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo **may** continue to appear in your friend's Google Account even after you remove it from your Google Account.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, **will** continue to **find and display** your content as part of their search results.

USING GOOGLE SERVICES

Your Google Account

[If you meet these age requirements](#) you **can** [create a Google Account](#) for your convenience.

Some [services](#) require that you have a Google Account in order to work — for example, to use Gmail, you need a Google Account so that you have a place to **send and receive** your email.

You're responsible for what you do with your Google Account, including taking reasonable steps to keep your Google Account secure, and we encourage you to regularly use the [Security Checkup](#).

Using Google services on behalf of an organization or business

Many [organizations](#), such as [businesses, non-profits, and schools](#), take advantage of our [services](#). To use our services on behalf of an organization:

- an authorized representative of that organization [must](#) agree to these terms
- your organization's administrator [may](#) assign a Google Account to you. That administrator [might](#) require you to follow additional rules and [may](#) be able to [access or disable](#) your Google Account.

If you're based in the European Union, then these terms [don't](#) affect the rights you [may](#) have as a [business user](#) of online intermediation services — including online platforms such as Google Play — under the [EU Platform-to-Business Regulation](#).

Service-related communications

To provide you with our services, we sometimes send you [service announcements and other information](#).

To learn more about how we communicate with you, see Google's [Privacy Policy](#).

If you choose to give us feedback, such as suggestions to improve our services, we [may](#) act on your feedback without obligation to you.

CONTENT IN GOOGLE SERVICES

Your content

Some of our [services](#) give you the opportunity to make your content publicly available — for example, you [might](#) post a product or restaurant review that you wrote, or you [might](#) upload a blog post that you created.

- See the [Permission to use your content](#) section for more about your rights in [your content](#), and how [your content is used](#) in our services
- See the [Removing your content](#) section to learn why and how we [might](#) remove user-generated content from our services

If you think someone is infringing your [intellectual property rights](#), you [can](#) [send us notice of the infringement](#) and [we'll](#) take appropriate action. For example, we suspend or close the Google Accounts of repeat [copyright](#) infringers as described in our [Copyright Help Center](#).

Google content

Some of our [services](#) include content that belongs to Google — for example, many of the visual illustrations you see in Google Maps. You [may](#) use Google's content as allowed by these [terms and any service-specific additional terms](#), but we retain [any](#) intellectual property rights that we have in our content. [Don't](#) remove, obscure, or alter [any](#) of our [branding, logos, or legal notices](#). If you want to use our [branding or logos](#), please see the [Google Brand Permissions](#) page.

Other content

Finally, some of our [services](#) give you access to content that belongs to other people or [organizations](#) — for example, a store owner’s description of their own business, or a newspaper article displayed in Google News. You **may not** use this content without that **person or organization’s** permission, or as otherwise allowed by law. The views expressed in other **people or organizations’** content are theirs, and **don’t** necessarily reflect Google’s views.

SOFTWARE IN GOOGLE SERVICES

Some of our [services](#) include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means that we **can** license the software to others
- royalty-free, which means there are no fees for this license
- personal, which means it doesn’t extend to anyone else
- non-assignable, which means you’re not allowed to assign the license to anyone else

Some of our services include software that’s offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You **may not** copy, modify, distribute, sell, or lease **any** part of our **services or software**. Also, you **may not** **reverse engineer or attempt to extract** **any** of our source code unless you have our written permission or applicable law lets you do so.

When a service **requires or includes** downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

IN CASE OF **PROBLEMS OR DISAGREEMENTS**

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms **don’t** limit or take away **any** of those rights. For example, if you’re a [consumer](#), then you continue to enjoy **all** legal rights granted to consumers under applicable law.

Warranty

We provide our [services](#) using reasonable **skill and care**. If we **don’t** meet the quality level described in this [warranty](#), you agree to tell us and **we’ll** work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our [services](#) (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the [Warranty](#) section, (2) stated in the [service-specific additional terms](#), or (3) provided under applicable laws. We don't make any other commitments about our services.

Liabilities

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit Google's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), Google won't be responsible for any other losses, unless they're caused by our breach of these terms or [service-specific additional terms](#).

For business users and organizations only

If you're a business user or organization, then to the extent allowed by applicable law:

- You'll indemnify Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the [services](#) or violation of these terms or [service-specific additional terms](#). This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- Google won't be responsible for the following liabilities:
 - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
 - indirect or consequential loss
 - punitive damages
- Google's total liability arising out of or relating to these terms is limited to the greater of (1) €500 or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach

If you're legally exempt from certain responsibilities, including [indemnification](#), then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or Google
- violate the law or a legal enforcement authority's order
- compromise an investigation

- compromise the [operation, integrity, or security](#) of our [services](#)

Removing your content

If we reasonably believe that **any** of [your content](#) (1) breaches these terms, [service-specific additional terms or policies](#), (2) violates applicable law, or (3) **could** harm our users, third parties, or Google, then we reserve the right to take down **some or all** of that content in accordance with applicable law. Examples include [child pornography](#), [content that facilitates human trafficking or harassment](#), and content that infringes someone else's [intellectual property rights](#).

Suspending or terminating your access to Google services

Google reserves the right to **suspend or terminate** your access to the services or delete your Google Account if **any** of these things happen:

- you **materially or repeatedly** breach these terms, [service-specific additional terms or policies](#)
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or [liability](#) to a user, third party, or Google — for example, by [hacking, phishing, harassing, spamming, misleading others, or scraping content](#) that doesn't belong to you

If you believe your Google Account *has been* **suspended or terminated** in error, [you can appeal](#).

Of course, you're always free to stop using our services at **any** time. If you do stop using a service, we'd [appreciate knowing why](#) so that we **can** continue improving our services.

Handling requests for your data

Respect for the **privacy and security** of your data underpins our approach to responding to data disclosure requests. When we receive data disclosure requests, our team reviews them to make sure they satisfy legal requirements and Google's [data disclosure policies](#). Google Ireland Limited **accesses and discloses** data, including communications, in accordance with the laws of Ireland, and EU law applicable in Ireland. For more information about the data disclosure requests that Google receives worldwide, and how we respond to such requests, see our [Transparency Report](#) and [Privacy Policy](#).

Settling disputes, **governing law, and courts**

For information about how to contact Google, please visit our [contact page](#).

If you're a resident of, or an [organization](#) based in, the European Economic Area (EEA) or Switzerland, these terms and your relationship with Google under these terms and [service-specific additional terms](#), **are governed** by the laws of your country of residence, and you **can** file legal disputes in your local courts.

If you're a [consumer](#) living in the EEA, you **may** also file disputes regarding online purchases using the European Commission's [Online Dispute Resolution](#) platform, which we accept if required by law.

By law, you have certain rights that **can't be limited** by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Google. They **don't** create **any** legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not **all** services mentioned **may** be available in your country.

If it turns out that a particular term is **not valid or enforceable**, this **will not** affect **any** other terms.

If you **don't** follow these terms or the service-specific additional terms, and we **don't** take action right away, that doesn't mean we're giving up **any** rights that we **may** have, such as taking action in the future.

We **may** update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add **new services, features, technologies, pricing, or benefits** (or remove old ones), (2) for **legal, regulatory, or security reasons**, or (3) to prevent **abuse or harm**.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a **new service or feature**, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you **don't** agree to the new terms, you should remove your content and stop using the services. You **can** also end your relationship with us at **any** time by closing your Google Account.

Annex Z

ToS 20

Effective January 5, 2022 | [Archived versions](#) | [Download PDF](#)

[Country version](#): Lithuania

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you **can** expect from us as you use Google services, and what we expect from you.

These Terms of Service reflect [the way Google's business works](#), the laws that apply to our company, and [certain things we've always believed to be true](#). As a result, these Terms of Service help define Google's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- [What you **can** expect from us](#), which describes how we **provide and develop** our services
- [What we expect from you](#), which establishes certain rules for using our services
- [Content in Google services](#), which describes the intellectual property rights to the content you find in our services — whether that content belongs to **you, Google, or others**
- [In case of **problems or disagreements**](#), which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, to use our services, you **must** accept these terms.

Besides these terms, we also publish a [Privacy Policy](#). Although it's not part of these terms, we encourage you to read it to better understand how you **can** [update, manage, export, and delete your information](#).

Terms

Service provider

In the European Economic Area (EEA) and Switzerland, [Google services are provided](#) by, and you're contracting with:

Google Ireland Limited

incorporated and operating under the laws of Ireland

(Registration Number: 368047 / VAT Number: IE6388047V)

Gordon House, Barrow Street

Dublin 4

Ireland

Age requirements

If you're under the [age required to manage your own Google Account](#), you **must** have your **parent or legal guardian's** permission to use a Google Account. Please have your **parent or legal guardian** read these terms with you.

If you're a **parent or legal guardian**, and you allow your child to use the [services](#), then these terms apply to you and you're responsible for your child's activity on the services.

Some Google services have additional age requirements as described in their [service-specific additional terms and policies](#).

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Your relationship with Google

These terms help define the relationship between you and Google. Broadly speaking, we give you permission to use our [services](#) if you agree to follow [these terms](#), which reflect [how Google's business works and how we earn money](#). When we speak of "Google," "we," "us," and "our," we mean Google Ireland Limited and its [affiliates](#).

What you **can** expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- **apps and sites** (like **Search and Maps**)
- platforms (like Google Shopping)
- integrated services (like Maps embedded in other companies' **apps or sites**)
- devices (like Google Nest)

Many of these services also include content that you **can** **stream or interact with**.

Our services *are designed* to work together, making it easier for you to move from one activity to the next. For example, if your Calendar event includes an address, you **can** click on that address and Maps **can** show you how to get there.

Develop, improve, and update Google services

While we use a broad definition of “services” throughout these terms as described above, applicable law draws distinctions between “digital content”, “services”, and “goods” in certain situations. That’s why we use the more specific terms in this section and the [Legal guarantee](#) section.

We’re constantly developing new technologies and features to improve our services. For example, we use artificial intelligence and machine learning to provide you with simultaneous translations, and to better detect and block spam and malware.

As part of the continual evolution of our digital content, services, and goods, we make modifications such as adding or removing features and functionalities, increasing or decreasing usage limits, and offering new digital content or services or discontinuing old ones. We **may** also change our digital content or services for these other reasons:

- to adapt to new technologies
- to reflect increases or decreases in the number of people who use a particular service
- to respond to key changes in the licenses and partnerships we have with others
- to prevent abuse or harm
- to address legal, regulatory, safety, or security issues

In particular, we sometimes make legally-required updates, which are modifications that keep digital content, services, or goods in conformity with the law. We make these updates to our digital content, services, and goods for safety or security reasons, and to make sure they meet the quality standards that you expect, such as those described in the [Legal guarantee](#) section. We **may** automatically install updates that address significant safety or security risks. For other updates, you **can** choose whether you want them installed.

We maintain a rigorous product research program, so before we change or stop offering a service, we carefully consider your interests as a user, your reasonable expectations, and the potential impact on you and others. We only change or stop offering services for valid reasons.

If a modification negatively affects your ability to access or use our digital content or services, or if we stop offering a service **all** together, **we’ll** provide you with reasonable advance notice by email — including a description of the changes, when they’ll take place, and your right to end your contract with us if our modifications create more than a minor negative impact — except in urgent situations such as preventing abuse or harm, responding to legal requirements, or addressing security and operability issues. **We’ll** also

provide you with an opportunity to export [your content](#) from your Google Account using [Google Takeout](#), subject to [applicable law and policies](#).

What we expect from you

Follow these [terms and service-specific additional terms](#)

The permission we give you to use our [services](#) continues as long as you comply with:

- **these terms**
- [service-specific additional terms](#), which **could**, for example, include things like additional age requirements

We also make various [policies, help centers, and other resources](#) available to you to answer common questions and to set expectations about using our services. These resources include our [Privacy Policy, Copyright Help Center, Safety Center, and other pages](#) accessible from our [policies site](#).

Although we give you permission to use our services, we retain **any** [intellectual property rights](#) we have in the services.

Respect others

We want to maintain a respectful environment for everyone, which means you **must** follow these basic rules of conduct:

- comply with applicable laws, including [export control, sanctions, and human trafficking laws](#)
- respect the rights of others, including [privacy and intellectual property rights](#)
- **don't abuse or harm others or yourself** (or **threaten or encourage such abuse or harm**) — for example, by [misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others](#)
- **don't abuse, harm, interfere with, or disrupt the services** — for example, by [accessing or using them in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing our systems or protective measures](#). When we index the web to bring you search results, we respect standard usage restrictions that website owners specify in their websites' code, so we require the same when others use our services

Our [service-specific additional terms and policies](#) provide additional details about appropriate conduct that everyone using those services **must** follow. If you find that others aren't following these rules, many of our services allow you to [report abuse](#). If we act on a report of abuse, we also provide the process described in the [Taking action in case of problems](#) section.

Permission to use your content

Some of our services are designed to let you **upload, submit, store, send, receive, or share** [your content](#). You have no obligation to provide **any** content to our services and you're free to choose the content that you want to provide. If you choose to **upload or share** content, please make sure you have the necessary rights to do so and that the content is lawful.

License

[Your content](#) remains yours, which means that you retain **any** [intellectual property rights](#) that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you **may** have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license.

What's covered

This license covers [your content](#) if that content is protected by intellectual property rights.

What's not covered

- This license doesn't affect your data protection rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
 - **publicly-available** factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
 - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the [Service-related communications](#) section below.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you **can** license your content to others
- royalty-free, which means there are no monetary fees for this license

Rights

This license allows Google to:

- **host, reproduce, distribute, communicate, and use** your content — for example, to save your content on our systems and make it accessible from anywhere you go
- **publish, publicly perform, or publicly display** your content, if you've made it visible to others
- modify your content, such as **reformatting or translating** it
- sublicense these rights to:

- other users to allow the services to work as designed, such as enabling you to share photos with people you choose
- our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the [Purpose](#) section below

Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new **features and functionalities**. This includes using **automated systems and algorithms** to analyze your content:
 - for **spam, malware, and illegal content**
 - to recognize patterns in data, such as determining when to suggest a new album in Google Photos to keep related photos together
 - to customize our services for you, such as providing **recommendations and personalized search results, content, and ads** (which you **can** change or turn off in [Ads Settings](#))

This analysis occurs as the content **is sent, received, and when it is stored**.

- **using content you've shared publicly to promote the services**. For example, to promote a Google app, we **might** quote a review you wrote. Or to promote Google Play, we **might** show a screenshot of the app you offer in the Play Store.
- **developing new technologies and services** for Google consistent with these terms

Duration

This license lasts for as long as your content is **protected** by intellectual property rights.

If you remove from our services **any** content that's covered by this license, then our systems **will** stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo **may** continue to appear in your friend's Google Account even after you remove it from your Google Account.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, **will** continue to find and display your content as part of their search results.

Using Google services

Your Google Account

If you meet these age requirements you can create a [Google Account](#) for your convenience.

Some [services](#) require that you have a Google Account in order to work — for example, to use Gmail, you need a Google Account so that you have a place to send and receive your email.

You're responsible for what you do with your Google Account, including taking reasonable steps to keep your Google Account secure, and we encourage you to regularly use the [Security Checkup](#).

Using Google services on behalf of an organization or business

Many [organizations](#), such as businesses, non-profits, and schools, take advantage of our [services](#). To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization's administrator may assign a Google Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Google Account.

If you're based in the European Union, then these terms don't affect the rights you may have as a [business user](#) of online intermediation services — including online platforms such as Google Play — under the [EU Platform-to-Business Regulation](#).

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information.

To learn more about how we communicate with you, see Google's [Privacy Policy](#).

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in Google services

Your content

Some of our [services](#) give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the [Permission to use your content](#) section for more about your rights in [your content](#), and how your content is used in our services
- See the [Removing your content](#) section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your [intellectual property rights](#), you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the Google Accounts of repeat [copyright](#) infringers as described in our [Copyright Help Center](#).

Google content

Some of our [services](#) include content that belongs to Google — for example, many of the visual illustrations you see in Google Maps. You **may** use Google’s content as allowed by these terms and **any** [service-specific additional terms](#), but we retain **any** intellectual property rights that we have in our content. **Don’t remove, obscure, or alter any** of our **branding, logos, or legal notices**. If you want to use our **branding or logos**, please see the [Google Brand Permissions](#) page.

Other content

Finally, some of our [services](#) give you access to content that belongs to **other people or organizations** — for example, a store owner’s description of their own business, or a newspaper article displayed in Google News. You **may not** use this content without that **person or organization’s** permission, or as otherwise allowed by law. The views expressed in other **people or organizations’** content are theirs, and **don’t** necessarily reflect Google’s views.

Software in Google services

Some of our [services](#) include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means that we **can** license the software to others
- royalty-free, which means there are no monetary fees for this license
- personal, which means it doesn’t extend to anyone else
- non-assignable, which means you’re not allowed to assign the license to anyone else

Some of our services include software that’s offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You **may not** **copy, modify, distribute, sell, or lease any** part of our **services or software**.

In case of **problems or disagreements**

Both the law and these terms give you the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. If you’re a [consumer](#), then you enjoy **all** legal rights granted to consumers under applicable law, as well as **any** additional rights provided under these terms or [service-specific additional terms](#).

Legal guarantee

If you're an EEA-based [consumer](#), and you've agreed to our Terms of Service, then EEA consumer laws provide you with a [legal guarantee](#) covering the digital [content, services, or goods](#) that we provide you.

Under this guarantee, we're [liable](#) for [any lack of conformity](#) that you discover:

- within two years of the delivery of goods (such as a phone) or the one-time supply of digital [content or services](#) (such as purchasing a movie)
- at [any](#) time during the “continuous” supply of digital [content or services](#) (such as [Maps or Gmail](#))

Your national laws [may](#) provide an even longer guarantee. Your rights under these legal guarantees aren't limited by [any](#) other [commercial guarantees](#) that we provide. If you want to make a guarantee claim, please [contact us](#).

Liabilities

For [all](#) users

These terms only limit our responsibilities as allowed by applicable law. These terms [don't](#) limit [liability](#) for [fraud, fraudulent misrepresentation, or death or personal injury](#) caused by [negligence or willful misconduct](#).

Other than the liabilities described above, Google is liable only for its breaches of these terms or applicable [service-specific additional terms](#), subject to applicable law.

For [business users and organizations](#) only

If you're a [business user or organization](#):

- To the extent allowed by applicable law, you'll [indemnify](#) [Google and its directors, officers, employees, and contractors](#) for [any](#) third-party legal proceedings (including actions by government authorities) [arising out of or relating to](#) your unlawful use of the [services](#) or violation of these terms or [service-specific additional terms](#). This indemnity covers [any liability or expense](#) arising from [claims, losses, damages, judgments, fines, litigation costs, and legal fees](#).
- If you're legally exempt from certain responsibilities, including [indemnification](#), then those responsibilities [don't](#) apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms [don't](#) override those immunities.
- Google won't be responsible for the following [liabilities](#):
 - [loss of profits, revenues, business opportunities, goodwill, or anticipated savings](#)
 - [indirect or consequential loss](#)
 - [punitive damages](#)
- Google's total liability arising [out of or relating to](#) these terms [is limited](#) to the greater of (1) €500 or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or Google
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

Removing your content

If we reasonably believe that any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Google, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's intellectual property rights.

Suspending or terminating your access to Google services

Google reserves the right to suspend or terminate your access to the services or delete your Google Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or Google — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

For more information about why we disable accounts and what happens when we do, see this [Help Center page](#). If you believe your Google Account *has been* suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you're an EEA-based consumer, you can also withdraw from these terms within 14 days of accepting them. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

Handling requests for your data

Respect for the privacy and security of your data underpins our approach to responding to data disclosure requests. When we receive data disclosure requests, our team reviews them to make sure they satisfy legal requirements and Google's data disclosure policies. Google Ireland Limited accesses and discloses data, including communications, in accordance with the laws of Ireland, and EU law applicable in Ireland. For more information about the data disclosure requests that Google receives worldwide, and how we respond to such requests, see our [Transparency Report](#) and [Privacy Policy](#).

Settling disputes, governing law, and courts

For information about how to contact Google, please visit our [contact page](#).

If you're a resident of, or an [organization](#) based in, the European Economic Area (EEA) or Switzerland, these terms and your relationship with Google under these terms and [service-specific additional terms](#), *are governed* by the laws of your country of residence, and you **can** file legal disputes in your local courts. If you're an EEA-based [consumer](#), please [contact us](#) to resolve issues directly. The European Commission also offers an [Online Dispute Resolution platform](#), but Google isn't legally required to use this or other alternative dispute resolution platforms.

About these terms

By law, you have certain rights that **can't be limited** by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Google. They **don't** create **any** legal rights for other people or [organizations](#), even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our [services](#). But not **all** services mentioned **may** be available in your country.

If it turns out that a particular term is not valid or enforceable, this **will not** affect **any** other terms.

If you **don't** follow these [terms or the service-specific additional terms](#), and we **don't** take action right away, that doesn't mean we're giving up **any** rights that we **may** have, such as taking action in the future.

We **may** update these [terms and service-specific additional terms](#) (1) to reflect changes in our services or how we do business — for example, when we add **new services, features, technologies, pricing, or benefits** (or remove old ones), (2) for legal, **regulatory, or security reasons**, or (3) to prevent **abuse or harm**.

If we materially change these [terms or service-specific additional terms](#), we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new **service or feature**, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you **don't** agree to the new terms, you **should** remove [your content](#) and stop using the services. You **can** also end your relationship with us at **any** time by closing your Google Account.

EEA instructions on withdrawal

If you're an EEA-based [consumer](#), then starting on **May** 28, 2022, EEA consumer law gives you the right to withdraw from this contract as described in the EU's Model Instructions on Withdrawal, provided below.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving **any** reason.

The withdrawal period **will** expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you **must** inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You **can** contact us by email at account-withdrawal@google.com; by phone [+353 1 533 9837](tel:+35315339837) (see below for [country-specific telephone numbers](#)); or by writing to us at Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland. You **may** use the attached model withdrawal form, but it is not obligatory. You **can** also electronically **fill in and submit** the model withdrawal form or **any** other unequivocal statement on our website (g.co/EEAWithdrawalForm). If you use this option, we **will** communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we **shall** reimburse to you **all** payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in **any** event not later than 14 days from the day on which **we are informed** about your decision to withdraw from this contract. We **will** carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in **any** event, you **will not** incur **any** fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, account-withdrawal@google.com:

— I hereby give notice that I withdraw from my contract of sale for the provision of the following service,

— Ordered on, _____

— Name of consumer, _____

— Address of consumer, _____

— Signature of consumer (only if **this form is notified** on paper), _____

— Date _____

Contact Google to withdraw from these terms

Country	Phone number
Austria	0800 001180
Belgium	0800 58 142
Bulgaria	0800 14 744
Croatia	0800 787 086
Cyprus	80 092492
Czechia	800 720 070
Denmark	80 40 01 11
Estonia	8002 643
Finland	0800 520030
France	0 805 98 03 38
Germany	0800 6270502
Greece	00800 4920 00536
Hungary	06 80 200 148
Iceland	800 4177
Ireland	1800 832 663
Italy	800 598 905
Latvia	80 205 391
Liechtenstein	0800 566 814
Lithuania	8 800 00 163
Luxembourg	800 40 005
Malta	8006 2257
Netherlands	0800 3600010
Norway	800 62 068
Poland	800 410 575
Portugal	808 203 430
Romania	0800 672 350
Slovakia	0800 500 932
Slovenia	080 688882
Spain	900 906 451
Sweden	020-012 52 41

Annex Z1
ToS 1 statistics

no	Label	Label V2.x	Text	Full description
Descriptive				
1	DESPC	READNP	15	Paragraph count, number of paragraphs
2	DESSC	READNS	28	Sentence count, number of sentences
3	DESWC	READNW	917	Word count, number of words
4	DESPL	READAPL	1.867	Paragraph length, number of sentences in a paragraph, mean
5	DESPLd	n/a	0.915	Paragraph length, number of sentences in a paragraph, standard deviation
6	DESSL	READASL	32.75	Sentence length, number of words, mean
7	DESSLd	n/a	26.589	Sentence length, number of words, standard deviation
8	DESWLsy	READASW	1.712	Word length, number of syllables, mean
9	DESWLsyd	n/a	1.053	Word length, number of syllables, standard deviation
10	DESWLlt	n/a	5.085	Word length, number of letters, mean
11	DESWLltd	n/a	2.988	Word length, number of letters, standard deviation
Text Easability Principle Component Scores				
12	PCNARz	n/a	-0.359	Text Easability PC Narrativity, z score
13	PCNARp	n/a	36.320	Text Easability PC Narrativity, percentile
14	PCSYNz	n/a	0.157	Text Easability PC Syntactic simplicity, z score
15	PCSYNp	n/a	55.960	Text Easability PC Syntactic simplicity, percentile
16	PCCNCz	n/a	-0.008	Text Easability PC Word concreteness, z score
17	PCCNCp	n/a	50	Text Easability PC Word concreteness, percentile
18	PCREFz	n/a	1.364	Text Easability PC Referential cohesion, z score
19	PCREFp	n/a	91.310	Text Easability PC Referential cohesion, percentile
20	PCDCz	n/a	1.888	Text Easability PC Deep cohesion, z score
21	PCDCp	n/a	96.990	Text Easability PC Deep cohesion, percentile
22	PCVERBz	n/a	-2.471	Text Easability PC Verb cohesion, z score
23	PCVERBp	n/a	0.680	Text Easability PC Verb cohesion, percentile
24	PCCONNz	n/a	-7.383	Text Easability PC Connectivity, z score
25	PCCONNp	n/a	0	Text Easability PC Connectivity, percentile
26	PCTEMPz	n/a	-1.178	Text Easability PC Temporality, z score
27	PCTEMPp	n/a	12.100	Text Easability PC Temporality, percentile
Referential Cohesion				
28	CRFNO1	CRFBN1um	0.778	Noun overlap, adjacent sentences, binary, mean
29	CRFAO1	CRFBA1um	0.815	Argument overlap, adjacent sentences, binary, mean
30	CRFSO1	CRFBS1um	0.852	Stem overlap, adjacent sentences, binary, mean
31	CRFNOa	CRFBNaum	0.613	Noun overlap, all sentences, binary, mean
32	CRFAOa	CRFBAAum	0.738	Argument overlap, all sentences, binary, mean
33	CRFSOa	CRFBSaum	0.724	Stem overlap, all sentences, binary, mean
34	CRFCWO1	CRFPC1um	0.190	Content word overlap, adjacent sentences, proportional, mean
35	CRFCWO1d	n/a	0.132	Content word overlap, adjacent sentences, proportional, standard deviation
36	CRFCWOa	CRFPCaum	0.122	Content word overlap, all sentences, proportional, mean
37	CRFCWOad	n/a	0.110	Content word overlap, all sentences, proportional, standard deviation
LSA				
38	LSASS1	LSAassa	0.398	LSA overlap, adjacent sentences, mean
39	LSASS1d	LSAassd	0.204	LSA overlap, adjacent sentences, standard deviation
40	LSASSp	LSApssa	0.346	LSA overlap, all sentences in paragraph, mean
41	LSASSpd	LSApssd	0.186	LSA overlap, all sentences in paragraph, standard deviation
42	LSAPP1	LSAppa	0.520	LSA overlap, adjacent paragraphs, mean

no	Label	Label V2.x	Text	Full description
43	LSAPP1d	LSAppd	0.177	LSA overlap, adjacent paragraphs, standard deviation
44	LSAGN	LSAGN	0.412	LSA given/new, sentences, mean
45	LSAGNd	n/a	0.134	LSA given/new, sentences, standard deviation
Lexical Diversity				
46	LDTTRc	TYPTOKc	0.588	Lexical diversity, type-token ratio, content word lemmas
47	LDTTRa	n/a	0.362	Lexical diversity, type-token ratio, all words
48	LDMTLD	LEXDIVTD	53.198	Lexical diversity, MTLTLD, all words
49	LDVOCD	LEXDIVVD	68.666	Lexical diversity, VOCD, all words
Connectives				
50	CNCAI	CONi	137.405	All connectives incidence
51	CNCCaus	CONCAUSi	38.168	Causal connectives incidence
52	CNCLogic	CONLOGi	87.241	Logical connectives incidence
53	CNCADC	CONADVCONi	65.431	Adversative and contrastive connectives incidence
54	CNCTemp	CONTEMPi	7.634	Temporal connectives incidence
55	CNCTempx	CONTEMPEXi	14.177	Expanded temporal connectives incidence
56	CNCAdd	CONADDi	94.875	Additive connectives incidence
57	CNCPos	n/a	0	Positive connectives incidence
58	CNCNeg	n/a	0	Negative connectives incidence
Situation Model				
59	SMCAUSv	CAUSV	19.629	Causal verb incidence
60	SMCAUSvp	CAUSVP	37.077	Causal verbs and causal particles incidence
61	SMINTEp	INTEi	11.996	Intentional verbs incidence
62	SMCAUSr	CAUSC	0.842	Ratio of casual particles to causal verbs
63	SMINTEr	INTEC	2	Ratio of intentional particles to intentional verbs
64	SMCAUSlsa	CAUSLSA	0.055	LSA verb overlap
65	SMCAUSwn	CAUSWN	0.328	WordNet verb overlap
66	SMTEMP	TEMPta	0.704	Temporal cohesion, tense and aspect repetition, mean
Syntactic Complexity				
67	SYNLE	SYNLE	6.393	Left embeddedness, words before main verb, mean
68	SYNNP	SYNNP	1.144	Number of modifiers per noun phrase, mean
69	SYNMEDpos	MEDwtm	0.652	Minimal Edit Distance, part of speech
70	SYNMEDwrđ	MEDawm	0.871	Minimal Edit Distance, all words
71	SYNMEDlem	MEDalm	0.855	Minimal Edit Distance, lemmas
72	SYNSTRUTa	STRUTa	0.069	Sentence syntax similarity, adjacent sentences, mean
73	SYNSTRUTt	STRUTt	0.060	Sentence syntax similarity, all combinations, across paragraphs, mean
Syntactic Pattern Density				
74	DRNP	n/a	391.494	Noun phrase density, incidence
75	DRVP	n/a	157.034	Verb phrase density, incidence
76	DRAP	n/a	13.086	Adverbial phrase density, incidence
77	DRPP	n/a	145.038	Preposition phrase density, incidence
78	DRPVAL	AGLSPSVi	6.543	Agentless passive voice density, incidence
79	DRNEG	DENNEGi	14.177	Negation density, incidence
80	DRGERUND	GERUNDi	16.358	Gerund density, incidence
81	DRINF	INFi	9.815	Infinitive density, incidence
Word Information				
82	WRDNOUN	NOUNi	322.791	Noun incidence
83	WRDVERB	VERBi	99.237	Verb incidence
84	WRDADJ	ADJi	69.793	Adjective incidence

no	Label	Label V2.x	Text	Full description
85	WRDADV	ADVi	25.082	Adverb incidence
86	WRDPRO	DENPRPi	47.983	Pronoun incidence
87	WRDPRP1s	n/a	0	First person singular pronoun incidence
88	WRDPRP1p	n/a	16.358	First person plural pronoun incidence
89	WRDPRP2	PRO2i	27.263	Second person pronoun incidence
90	WRDPRP3s	n/a	0	Third person singular pronoun incidence
91	WRDPRP3p	n/a	1.091	Third person plural pronoun incidence
92	WRDFRQc	FRCLacwm	1.926	CELEX word frequency for content words, mean
93	WRDFRQa	FRCLaewm	2.864	CELEX Log frequency for all words, mean
94	WRDFRQmc	FRCLmcsm	1.170	CELEX Log minimum frequency for content words, mean
95	WRDAOAc	WRDAacwm	398.145	Age of acquisition for content words, mean
96	WRDFAMc	WRDFacwm	558.279	Familiarity for content words, mean
97	WRDCNCc	WRDCacwm	363.948	Concreteness for content words, mean
98	WRDIMGc	WRDIacwm	382.623	Imagability for content words, mean
99	WRDMEAc	WRDMacwm	398.690	Meaningfulness, Colorado norms, content words, mean
100	WRDPOLc	POLm	3.446	Polysemy for content words, mean
101	WRDHYPn	HYNOUNaw	7.25	Hypernymy for nouns, mean
102	WRDHYPv	HYVERBaw	1.648	Hypernymy for verbs, mean
103	WRDHYPnv	HYPm	2.389	Hypernymy for nouns and verbs, mean
Readability				
104	RDFRE	READFRE	28.759	Flesch Reading Ease
105	RDFKGL	READFKGL	17.384	Flesch-Kincaid Grade level
106	RDL2	L2	11.891	Coh-Metrix L2 Readability

Annex Z2

ToS 20 statistics

no	Label	Label V2.x	Text	Full description
Descriptive				
1	DESPC	READNP	238	Paragraph count, number of paragraphs
2	DESSC	READNS	337	Sentence count, number of sentences
3	DESWC	READNW	4540	Word count, number of words
4	DESPL	READAPL	1.416	Paragraph length, number of sentences in a paragraph, mean
5	DESPLd	n/a	0.851	Paragraph length, number of sentences in a paragraph, standard deviation
6	DESSL	READASL	13.472	Sentence length, number of words, mean
7	DESSLd	n/a	10.693	Sentence length, number of words, standard deviation

no	Label	Label V2.x	Text	Full description
8	DESWLsy	READASW	1.663	Word length, number of syllables, mean
9	DESWLsyd	n/a	0.995	Word length, number of syllables, standard deviation
10	DESWLlt	n/a	4.957	Word length, number of letters, mean
11	DESWLltd	n/a	2.841	Word length, number of letters, standard deviation
Text Easability Principle Component Scores				
12	PCNARz	n/a	-0.129	Text Easability PC Narrativity, z score
13	PCNARp	n/a	44.830	Text Easability PC Narrativity, percentile
14	PCSYNz	n/a	0.907	Text Easability PC Syntactic simplicity, z score
15	PCSYNp	n/a	81.590	Text Easability PC Syntactic simplicity, percentile
16	PCCNCz	n/a	-0.895	Text Easability PC Word concreteness, z score
17	PCCNCp	n/a	18.670	Text Easability PC Word concreteness, percentile
18	PCREFz	n/a	-0.056	Text Easability PC Referential cohesion, z score
19	PCREFp	n/a	48.010	Text Easability PC Referential cohesion, percentile
20	PCDCz	n/a	1.418	Text Easability PC Deep cohesion, z score
21	PCDCp	n/a	92.070	Text Easability PC Deep cohesion, percentile
22	PCVERBz	n/a	-1.987	Text Easability PC Verb cohesion, z score
23	PCVERBp	n/a	2.390	Text Easability PC Verb cohesion, percentile
24	PCCONNz	n/a	-3.137	Text Easability PC Connectivity, z score
25	PCCONNp	n/a	0.090	Text Easability PC Connectivity, percentile
26	PCTEMPz	n/a	1.208	Text Easability PC Temporality, z score
27	PCTEMPp	n/a	88.490	Text Easability PC Temporality, percentile
Referential Cohesion				
28	CRFNO1	CRFBN1um	0.378	Noun overlap, adjacent sentences, binary, mean
29	CRFAO1	CRFBA1um	0.482	Argument overlap, adjacent sentences, binary, mean
30	CRFSO1	CRFBS1um	0.458	Stem overlap, adjacent sentences, binary, mean
31	CRFNOa	CRFBNaum	0.268	Noun overlap, all sentences, binary, mean
32	CRFAOa	CRFBAaum	0.399	Argument overlap, all sentences, binary, mean
33	CRFSOa	CRFBSaum	0.332	Stem overlap, all sentences, binary, mean
34	CRFCWO1	CRFPC1um	0.127	Content word overlap, adjacent sentences, proportional, mean
35	CRFCWO1d	n/a	0.155	Content word overlap, adjacent sentences, proportional, standard deviation
36	CRFCWOa	CRFPCaum	0.086	Content word overlap, all sentences, proportional, mean
37	CRFCWOad	n/a	0.129	Content word overlap, all sentences, proportional, standard deviation
LSA				
38	LSASS1	LSAassa	0.218	LSA overlap, adjacent sentences, mean
39	LSASS1d	LSAassd	0.215	LSA overlap, adjacent sentences, standard deviation
40	LSASSp	LSAassa	0.264	LSA overlap, all sentences in paragraph, mean
41	LSASSpd	LSAassd	0.200	LSA overlap, all sentences in paragraph, standard deviation
42	LSAPP1	LSAppa	0.224	LSA overlap, adjacent paragraphs, mean
43	LSAPP1d	LSAppd	0.221	LSA overlap, adjacent paragraphs, standard deviation
44	LSAGN	LSAGN	0.373	LSA given/new, sentences, mean
45	LSAGNd	n/a	0.129	LSA given/new, sentences, standard deviation
Lexical Diversity				
46	LDTRc	TYPTOKc	0.385	Lexical diversity, type-token ratio, content word lemmas
47	LDTRa	n/a	0.224	Lexical diversity, type-token ratio, all words
48	LDMTLD	LEXDIVTD	71.841	Lexical diversity, MTLT, all words
49	LDVOCD	LEXDIVVD	111.376	Lexical diversity, VOCD, all words
Connectives				

no	Label	Label V2.x	Text	Full description
50	CNCAIi	CONi	107.930	All connectives incidence
51	CNCCaus	CONCAUSi	30.837	Causal connectives incidence
52	CNCLogic	CONLOGi	62.555	Logical connectives incidence
53	CNCADC	CONADVCONi	31.938	Adversative and contrastive connectives incidence
54	CNCTemp	CONTEMPi	16.960	Temporal connectives incidence
55	CNCTempx	CONTEMPEXi	14.317	Expanded temporal connectives incidence
56	CNCAdd	CONADDi	56.388	Additive connectives incidence
57	CNCPos	n/a	0	Positive connectives incidence
58	CNCNeg	n/a	0	Negative connectives incidence
Situation Model				
59	SMCAUSv	CAUSV	23.128	Causal verb incidence
60	SMCAUSvp	CAUSVP	33.480	Causal verbs and causal particles incidence
61	SMINTEp	INTEi	16.079	Intentional verbs incidence
62	SMCAUSr	CAUSC	0.443	Ratio of casual particles to causal verbs
63	SMINTEr	INTEC	1.622	Ratio of intentional particles to intentional verbs
64	SMCAUSlsa	CAUSLSA	0.021	LSA verb overlap
65	SMCAUSwn	CAUSWN	0.257	WordNet verb overlap
66	SMTEMP	TEMPta	0.964	Temporal cohesion, tense and aspect repetition, mean
Syntactic Complexity				
67	SYNLE	SYNLE	2.801	Left embeddedness, words before main verb, mean
68	SYNNP	SYNNP	0.886	Number of modifiers per noun phrase, mean
69	SYNMEDpos	MEDwtm	0.632	Minimal Edit Distance, part of speech
70	SYNMEDwrđ	MEDawm	0.873	Minimal Edit Distance, all words
71	SYNMEDlem	MEDalm	0.859	Minimal Edit Distance, lemmas
72	SYNSTRUTa	STRUTa	0.134	Sentence syntax similarity, adjacent sentences, mean
73	SYNSTRUTt	STRUTt	0.061	Sentence syntax similarity, all combinations, across paragraphs, mean
Syntactic Pattern Density				
74	DRNP	n/a	385.463	Noun phrase density, incidence
75	DRVP	n/a	198.238	Verb phrase density, incidence
76	DRAP	n/a	17.401	Adverbial phrase density, incidence
77	DRPP	n/a	105.066	Preposition phrase density, incidence
78	DRPVAL	AGLSPSVi	3.084	Agentless passive voice density, incidence
79	DRNEG	DENNEGi	3.304	Negation density, incidence
80	DRGERUND	GERUNDi	24.009	Gerund density, incidence
81	DRINF	INFi	23.789	Infinitive density, incidence
Word Information				
82	WRDNOUN	NOUNi	289.206	Noun incidence
83	WRDVERB	VERBi	127.753	Verb incidence
84	WRDADJ	ADJi	75.551	Adjective incidence
85	WRDADV	ADVi	26.872	Adverb incidence
86	WRDPRO	DENPRPi	99.339	Pronoun incidence
87	WRDPRP1s	n/a	0.661	First person singular pronoun incidence
88	WRDPRP1p	n/a	36.564	First person plural pronoun incidence
89	WRDPRP2	PRO2i	52.863	Second person pronoun incidence
90	WRDPRP3s	n/a	0	Third person singular pronoun incidence
91	WRDPRP3p	n/a	3.084	Third person plural pronoun incidence
92	WRDFRQc	FRCLacwm	2.005	CELEX word frequency for content words, mean
93	WRDFRQa	FRCLaewm	2.822	CELEX Log frequency for all words, mean

no	Label	Label V2.x	Text	Full description
94	WRDFRQmc	FRCLmcsm	1.306	CELEX Log minimum frequency for content words, mean
95	WRDAOAc	WRDAacwm	392.783	Age of acquisition for content words, mean
96	WRDFAMc	WRDFacwm	561.578	Familiarity for content words, mean
97	WRDCNCc	WRDCacwm	351.812	Concreteness for content words, mean
98	WRDIMGc	WRDIacwm	377.886	Imagability for content words, mean
99	WRDMEAc	WRDMacwm	416.382	Meaningfulness, Colorado norms, content words, mean
100	WRDPOLc	POLm	3.638	Polysemy for content words, mean
101	WRDHYPn	HYNOUNaw	6.655	Hypernymy for nouns, mean
102	WRDHYPv	HYVERBaw	1.762	Hypernymy for verbs, mean
103	WRDHYPnv	HYPm	1.970	Hypernymy for nouns and verbs, mean
Readability				
104	RDFRE	READFRE	52.471	Flesch Reading Ease
105	RDFKGL	READFKGL	9.287	Flesch-Kincaid Grade level
106	RDL2	L2	14.346	Coh-Metrix L2 Readability

Readability score interpretation scale. Adapted from Flesch (1979).

FRES score	School level (US)	Remarks
90 - 100	5 th grade	Very easy to read
80 - 90	6 th grade	Easy to read
70 - 80	7 th grade	Fairly easy to read
60 - 70	8 th and 9 th grade	Plain English
50 - 60	10 th to 12 th grade	Fairly difficult to read
30 - 50	College undergraduate	Difficult to read
30 - 0	College graduate	Very difficult to read
0 to bellow	Professional	Extremely difficult to read