

# Hitwise Industry Report for News and Media

Based on US Internet usage  
for the the month of December, 2006

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## About Hitwise

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Hitwise is the leading online competitive intelligence service. Only Hitwise provides its 1,200 global clients with daily insights on how their customers interact with a broad range of competitive websites, and how their competitors use different tactics to attract online customers.

Since 1997, Hitwise has pioneered a unique, network-based approach to Internet measurement. Through relationships with ISPs around the world, Hitwise's patented methodology captures the anonymous online usage, search, and conversion behavior of 25 million Internet users. This unprecedented volume of Internet usage data is seamlessly integrated into our easy to use, web-based service, designed to help marketers better plan, implement, and report on a range of online marketing programs.

Hitwise is a privately held company headquartered in New York City and operates in the United States, United Kingdom, Australia, New Zealand, Hong Kong, and Singapore. More information about Hitwise is available at [www.hitwise.com](http://www.hitwise.com).

For up to date analysis of online trends and statistics, please visit the Hitwise Intelligence Analyst Weblogs at [weblogs.hitwise.com](http://weblogs.hitwise.com) and the Hitwise Data Center at [www.hitwise.com/datacenter](http://www.hitwise.com/datacenter).

## About Hitwise Industry Reports

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This Hitwise Industry Report provides a concise analysis of market trends within the online 'News and Media' industry. Hitwise monitored 7,357 websites in the 'News and Media' industry for the month of December, 2006. The industry report includes analysis of traffic levels across days, traffic distribution across the category, traffic to international sites within the category, rankings of the key players within the industry and a range of other key insights into the 'News and Media' industry. This type of report is available across any one of the industries monitored by Hitwise.

This report is based on a sample of Internet traffic within the US market. It does not include traffic a site or industry may generate from overseas visitors. This report should not be compared with site-centric statistics due to significant differences in data collection methods. For more information on the Hitwise methodology please visit [www.hitwise.com](http://www.hitwise.com).

## Hitwise Methodology

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Hitwise monitors a range of Internet Service Provider (ISP) networks to capture the usage patterns of Internet users. The ISPs represent a diverse range of metropolitan and regional areas including Internet access from home, work and educational institutions.

Each day, Hitwise extracts from its partner ISP networks a list of websites visited and ranks them according to a range of industry standard metrics - including 'Visits', 'Pages' and 'Average Session Duration'. Hitwise also extracts Clickstream data which analyzes the movements of visitors between sites.

Hitwise abides by local and international privacy legislation and analyzes all data in aggregate form. The Hitwise methodology is audited by PricewaterhouseCoopers on a quarterly basis. To view the Hitwise privacy policy and methodology in full please visit [www.hitwise.com](http://www.hitwise.com).

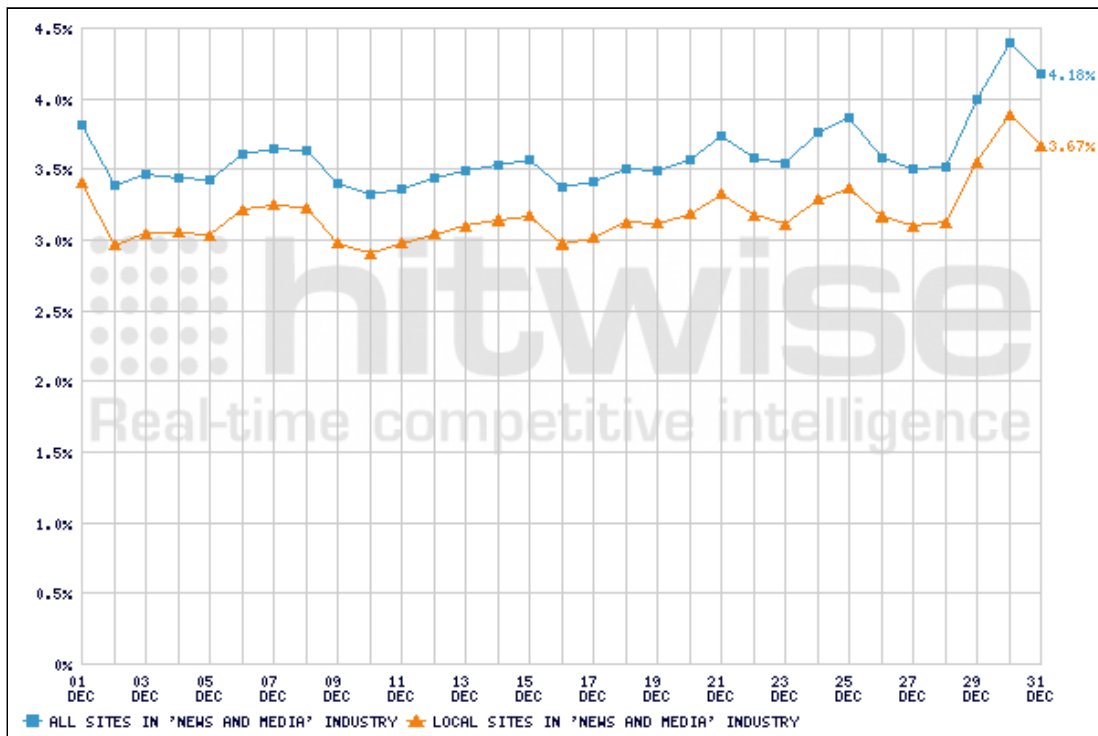
Industry Description

News and Media

The News and Media category includes websites of magazines and newspapers, and news relating to the computer and IT industry. The category includes e-zines of a general nature, covering a variety of subject areas.

Traffic Analysis

The chart below represents the market share of all sites in the 'News and Media' industry out of all internet traffic, compared to the market share of local sites only. Of all internet traffic to the 'All Categories' industry during the month of 12/31/2006, all sites in the 'News and Media' industry captured an average of 3.60% of visits, while local sites in the 'News and Media' industry received 3.18% of visits. Local sites contributed 88.49% of all traffic to the 'News and Media' industry, which means US Internet users prefer local to global sites.



## Traffic Distribution Analysis

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29.26% of all visits to the online 'News and Media' industry went to the top 10 websites for the month of December, 2006. 37.47% went to the top 20 websites and 55.99% went to the top 100 websites.

## Visit Duration Analysis

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The average visit duration for visits to the online 'News and Media' industry was 6 minutes, 32 seconds for the month of December, 2006. This is a minimal decrease from last months average visit duration of 6 minutes, 33 seconds.

## Sites That Entered and Left the Top 100

The monthly churn in the Top 100 in the 'News and Media' industry for the month of December, 2006 based on visits was 6.0%, which means that 6 sites in this industry's Top 100 rankings have changed since November, 2006.

Websites that entered the Top 100 were:

November, 2006 Rank	December, 2006 Rank	Website	Domain
154	50	Prevention Magazine	www.prevention.com
303	60	Motor Trend	www.motortrend.com
175	86	MSN Specials	specials.msn.com
103	93	Creaders	www.creaders.net
125	95	9 News Colorado	www.9news.com
167	96	canada.com	www.canada.com

Websites that have left the Top 100 were:

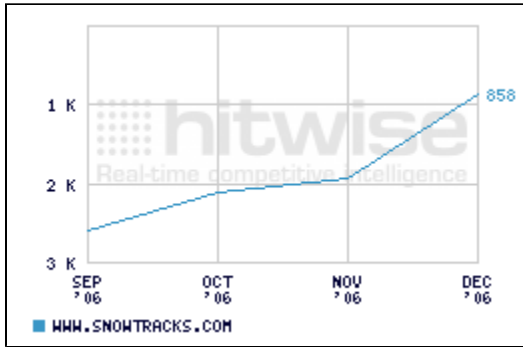
November, 2006 Rank	December, 2006 Rank	Website	Domain
27	119	Concierge.com	www.concierge.com
92	122	New York Times - TimesSelect	select.nytimes.com
95	103	South Florida Sun-Sentinel.com	www.sun-sentinel.com
96	101	SignOnSanDiego.com	www.signonsandiego.com
97	107	National Geographic	www.nationalgeographic.com
99	105	Associated Content	www.associatedcontent.com

\* Note: DNR = Did Not Rank

Fast Movers

Fast Movers indicates local sites which have witnessed substantial increases in rank in the 'News and Media' online industry. Charts show rank in the 'News and Media' online industry for the four months ending December, 2006.

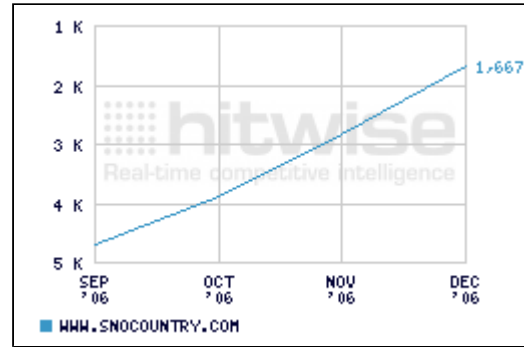
**Snow Tracks**  
<http://www.snowtracks.com/>



▲ 1,082 places

Snow Tracks provides news and condition reports for US and Canadian snow mobile drivers, as well as advice, forums and chat.

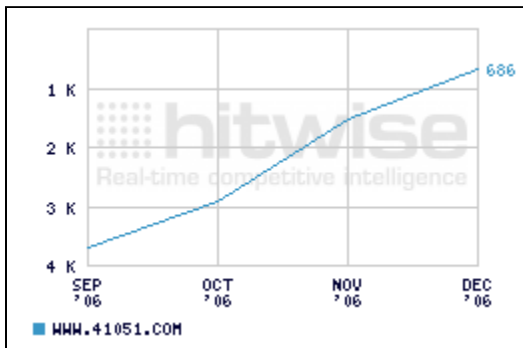
**SnoCountry.com Mountain Reports**  
<http://www.snocountry.com/>



▲ 1,164 places

SnoCountry.com Mountain Reports features the latest information on alpine ski conditions for the United State and Canada.

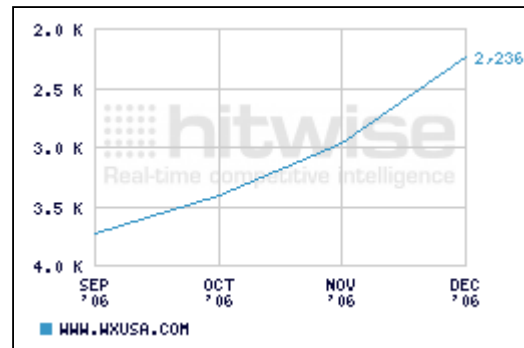
**Independence, Ky**  
<http://www.41051.com/>



▲ 843 places

Independence, Ky is a source of information on Kentucky history, schools and local business.

**www.wxusa.com**  
<http://www.wxusa.com/>



▲ 737 places

No description

## Top 30 Websites - By Visits

The table below shows the Top 30 sites in the 'News and Media' online industry for the month of December, 2006 based on visits.

Rank	Website	Domain	Market Share	Nov '06	Oct '06	Sep '06
1.	Yahoo! News	news.yahoo.com	7.51% 	1	1	1
△	2. The Weather Channel - US	www.weather.com	4.41% 	3	2	2
▽	3. CNN.com	www.cnn.com	4.11% 	2	3	3
4.	MSNBC	www.msnbc.com	3.96% 	4	4	4
△	5. Google News	news.google.com	1.78% 	6	6	5
▽	6. Drudge Report	www.drudgereport.com	1.72% 	5	5	6
7.	Yahoo! Weather	weather.yahoo.com	1.69% 	7	7	7
8.	New York Times	www.nytimes.com	1.45% 	8	8	9
9.	USA Today	www.usatoday.com	1.43% 	9	9	8
10.	Fox News	www.foxnews.com	1.21% 	10	10	10
11.	BBC News	news.bbc.co.uk	1.15% 	11	11	11
12.	Yahoo! Get Local	local.yahoo.com	1.01% 	12	12	12
13.	BBC	www.bbc.co.uk	0.96% 	13	13	14
△	14. Weather Underground	www.weatherunderground.com	0.83% 	16	16	13
15.	AOL - News	news.aol.com	0.81% 	15	18	15
▽	16. The Washington Post	www.washingtonpost.com	0.75% 	14	14	16
△	17. TV Guide.com	www.tvguide.com	0.73% 	19	19	19
▽	18. People Magazine	www.people.com	0.72% 	17	15	18
▽	19. Sports Illustrated	www.sportsillustrated.com	0.71% 	18	17	17
20.	MSN Weather	www.weather.msn.com	0.54% 	20	21	21
△	21. AccuWeather.com	www.accuweather.com	0.49% 	24	25	23
22.	Boston.com	www.boston.com	0.48% 	22	26	25
23.	ABCnews.com	abcnews.go.com	0.44% 	23	24	22
△	24. National Weather Service - Central Region Headquarters	www.crh.noaa.gov	0.43% 	28	30	27
▽	25. Hosted.ap.org	hosted.ap.org	0.41% 	21	23	20
26.	SF Gate	www.sfgate.com	0.41% 	26	31	33
▽	27. WeatherStudio	www.weatherstudio.com	0.40% 	25	29	26
△	28. Topix.net	www.topix.net	0.34% 	30	28	29
△	29. Los Angeles Times	www.latimes.com	0.34% 	31	34	35
△	30. National Weather Service - Southern Region Headquarters	www.srh.weather.gov	0.34% 	33	35	30

Note: DNR = Did Not Rank

## Top 30 Websites - By Pages

The table below shows the Top 30 sites in the 'News and Media' online industry for the month of December, 2006 based on page impressions.

Rank	Website	Domain	Market Share	Nov '06	Oct '06	Sep '06
1.	Yahoo! News	news.yahoo.com	5.28%	1	1	1
2.	The Weather Channel - US	www.weather.com	4.34%	2	2	2
3.	MSNBC	www.msnbc.com	3.48%	3	3	3
4.	CNN.com	www.cnn.com	3.04%	4	4	4
5.	People Magazine	www.people.com	1.74%	5	6	6
6.	New York Times	www.nytimes.com	1.48%	6	7	8
7.	Google News	news.google.com	1.46%	7	8	7
8.	BBC News	news.bbc.co.uk	1.38%	8	9	9
△	9. Fox News	www.foxnews.com	1.15%	10	11	12
▽	10. Drudge Report	www.drudgereport.com	1.08%	9	10	11
△	11. BBC	www.bbc.co.uk	1.04%	12	16	13
▽	12. USA Today	www.usatoday.com	1.03%	11	12	10
△	13. KSL.com	www.ksl.com	0.95%	16	18	18
△	14. Yahoo! Weather	weather.yahoo.com	0.93%	15	15	15
△	15. Sports Illustrated	www.sportsillustrated.com	0.92%	18	19	17
△	16. Yahoo! Get Local	local.yahoo.com	0.91%	17	17	16
▽	17. The Washington Post	www.washingtonpost.com	0.81%	13	14	14
△	18. TV Guide.com	www.tvguide.com	0.74%	26	24	21
△	19. Better Homes and Gardens	www.bhg.com	0.72%	20	13	27
△	20. Weather Underground	www.weatherunderground.com	0.67%	22	21	19
△	21. World Journal	www.worldjournal.com	0.64%	23	25	23
▽	22. ConsumerReports.org	www.consumerreports.org	0.63%	21	28	29
△	23. AOL - News	news.aol.com	0.59%	24	30	26
△	24. ABCnews.com	abcnews.go.com	0.58%	25	26	28
▽	25. SouthAsiaNews.com	www.southasianews.com	0.54%	14	5	25
△	26. Boston.com	www.boston.com	0.50%	29	31	31
△	27. AccuWeather.com	www.accuweather.com	0.50%	31	33	32
	28. Yahoo! Taiwan News	tw.news.yahoo.com	0.50%	28	32	30
△	29. Forbes.com	www.forbes.com	0.46%	30	29	24
▽	30. marthastewart.com	www.marthastewart.com	0.45%	27	27	22

Note: DNR = Did Not Rank

Top 30 Websites - By Session Duration

The table below shows the Top 30 sites in the 'News and Media' online industry for the month of December, 2006 based on average session duration.

Rank	Website	Domain	Time	Nov '06	Oct '06	Sep '06
△	1. RedOrbit.com	www.redorbit.com	55:53	2	5	114
▽	2. Entrepreneur.com	www.entrepreneur.com	44:09	1	2	3
△	3. International Cannagraphic	www.icmag.com	31:06	6	4	5
△	4. Sole Collector Forum	www.issforums.com	27:18	5	7	8
△	5. www.alqabas.com.kw	www.alqabas.com.kw	25:59	DNR	15	12
▽	6. Backstreets.com	www.backstreets.com	25:09	4	8	4
△	7. Juneau Forecast Office	pajk.arh.noaa.gov	24:49	79	17	64
△	8. ChiliCity.com	www.chilicity.com	23:19	19	27	19
	9. SouthAsiaNews.com	www.southasianews.com	22:54	9	9	20
△	10. The Sun	the-sun.orisun.com	22:48	37	13	15
▽	11. New York Times - Readers Opinions	forums.nytimes.com	22:25	7	6	2
△	12. Standart News	www.standartnews.com	21:24	17	38	38
▽	13. Yahoo! News Message Boards	news.messages.yahoo.com	21:16	11	12	11
△	14. NigeriaWorld	www.nigeriaworld.com	21:05	16	14	17
△	15. Bangladesh.net	www.bangladesh.net	20:14	23	50	46
△	16. Snowest	www.snowest.com	20:00	25	36	39
△	17. Phoenix TV News	news.phoenixtv.com	19:39	DNR	DNR	DNR
△	18. ET Today	www.ettoday.com.tw	19:37	22	60	60
▽	19. Apple Daily Online	appledaily.atnext.com	19:32	10	16	10
▽	20. Libertytimes Web	www.libertytimes.com.tw	19:31	13	18	22
△	21. RedTram News Search Engine	ru.redtram.com	18:54	24	19	29
△	22. High Plains Journal	www.hpj.com	18:15	1,391	1,456	1,303
△	23. The Data Lounge	www.data lounge.com	18:09	32	37	41
▽	24. Next Magazine	next.atnext.com	18:09	8	20	7
△	25. Isthmus - The Daily Page	www.thedailypage.com	18:06	435	1,213	792
	26. Yahoo! Taiwan News	tw.news.yahoo.com	18:05	26	39	35
△	27. Aladding.com	www.aladding.com	17:57	31	24	14
△	28. Secret China News	www.secretchina.com	17:56	61	30	13
△	29. Odili.net	www.odili.net	17:46	34	29	26
△	30. Epochtimes.com	www.epochtimes.com	17:36	38	33	40

Note: DNR = Did Not Rank

Search Engine Analysis

The 'News and Media' online industry received an average of 19.46% of its upstream traffic from search engines over the past 6 months. The top referring search engines for the month of December, 2006 were 'Google', 'Yahoo! Search' and 'MSN Search'.

The 'News and Media' online industry received 3.32% less upstream traffic from search engines than the internet average of 22.78%. The 'News and Media' online industry sent 2.82% less downstream traffic to search engines than the internet average of 9.22%.

Top Upstream Search Engines BEFORE Visiting the 'News and Media' industry for the month of December, 2006:

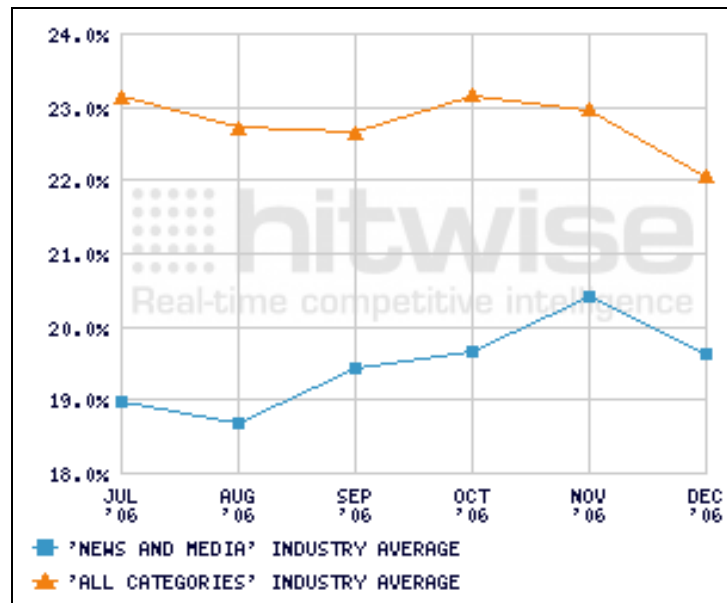
Rank	Website	Share
1.	Google	12.44%
2.	Yahoo! Search	3.79%
3.	MSN Search	1.18%
4.	Ask.com	0.51%
5.	Google Image Search	0.28%
6.	Dogpile	0.13%
7.	AOL Search	0.13%
8.	My Web Search	0.08%
9.	Windows Live Search	0.07%
10.	Yahoo! Image Search	0.06%
	Other	0.96%

Top Downstream Search Engines AFTER Visiting the 'News and Media' industry for the month of December, 2006:

Rank	Website	Share
1.	Google	3.76%
2.	Yahoo! Search	0.92%
3.	MSN Video	0.39%
4.	MSN Search	0.34%
5.	Ask.com	0.16%
6.	Google Image Search	0.12%
7.	CNN.com - Search	0.11%
8.	Google Blog Search	0.07%
9.	AOL Search	0.07%
10.	My Web Search	0.06%
	Other	0.66%

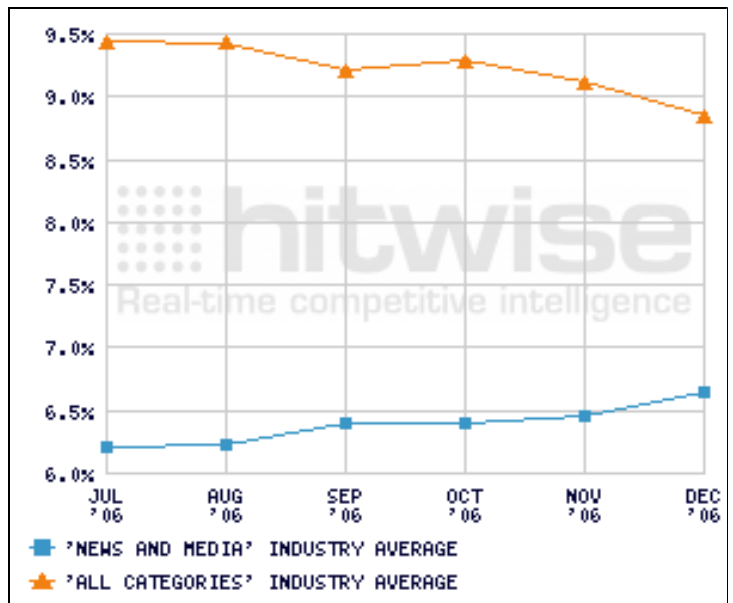
Upstream Search Engine Traffic Trend

The average percentage of upstream search engine traffic for the 'News and Media' industry was 19.46% for the 6 months ending December, 2006



Downstream Search Engine Traffic Trend

The average percentage of downstream search engine traffic for the 'News and Media' industry was 6.40% for the 6 months ending December, 2006



## Industry Search Terms

The following report lists the most popular search terms for the **4 weeks** ending **12/30/2006**, that resulted in traffic to websites classified by Hitwise within the '**News and Media**' industry. For example, the most popular search term was '**weather**' representing **0.78%** of all search terms that delivered users to websites classified by Hitwise within the '**News and Media**' industry.

Displaying 1 to 30 of 383,085 search terms.

Rank	Search Term	Volume	
1.	weather	0.78%	
2.	britney spears	0.37%	
3.	cnn	0.32%	
4.	weather.com	0.24%	
5.	tv guide	0.19%	
6.	weather channel	0.15%	
7.	google	0.15%	
8.	drudge report	0.14%	
9.	news	0.14%	
10.	cnn.com	0.14%	
11.	katie rees	0.14%	
12.	msnbc	0.13%	
13.	bbc	0.13%	
14.	britney spears no panties	0.11%	
15.	people	0.10%	
16.	fox news	0.10%	
17.	people magazine	0.10%	
18.	james brown	0.10%	
19.	drudge	0.10%	
20.	new york times	0.10%	
21.	national weather service	0.09%	
22.	noaa	0.09%	
23.	consumer reports	0.08%	
24.	www.weather.com	0.08%	
25.	saddam hussein	0.07%	
26.	usa today	0.07%	
27.	martha stewart	0.07%	
28.	cnet	0.07%	
29.	maxim	0.07%	
30.	miss nevada	0.06%	

## Clickstream Analysis

Clickstream Analysis indicates which other websites or industries are visited before and after visiting the 'News and Media' industry. Upstream sites are sites visited before the 'News and Media' industry and downstream sites are sites visited after the 'News and Media' industry.

Clickstream information is ideal for understanding customer mindsets, which helps guide affiliations, media partners and website content. Running a clickstream analysis on a competitive website is ideal for understanding your competitor's marketing plans and affiliations.

## Clickstream Industries

**NOTE:** The industry average is based on clickstream data for the 'All Categories' online industry.

**Top upstream industries BEFORE visiting 'News and Media' for the month of December, 2006:**

Rank	Industry	Share	Industry Average	Difference
1.	Computers and Internet	48.36%	65.28%	- 16.92%
2.	News and Media	21.79%	3.93%	+ 17.86%
3.	Computers and Internet - Search Engines	19.63%	22.05%	- 2.42%
4.	Computers and Internet - Portal Frontpages	16.78%	13.78%	+ 3.00%
5.	Entertainment	9.26%	8.29%	+ 0.97%
6.	Computers and Internet - Email Services	7.12%	11.26%	- 4.15%
7.	News and Media - Print	6.80%	1.45%	+ 5.35%
8.	Entertainment - Television	4.86%	2.13%	+ 2.73%
9.	Business and Finance	4.35%	8.76%	- 4.40%
10.	News and Media - Broadcast Media	4.02%	0.73%	+ 3.28%

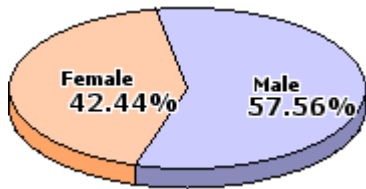
**Top downstream industries AFTER visiting 'News and Media' for the month of December, 2006:**

Rank	Industry	Share	Industry Average	Difference
1.	News and Media	28.82%	5.20%	+ 23.63%
2.	Computers and Internet	22.01%	43.04%	- 21.03%
3.	Entertainment	14.93%	12.44%	+ 2.50%
4.	News and Media - Print	12.02%	1.96%	+ 10.06%
5.	Business and Finance	7.36%	11.19%	- 3.83%
6.	Entertainment - Television	7.32%	2.74%	+ 4.58%
7.	Computers and Internet - Search Engines	6.65%	8.85%	- 2.20%
8.	Lifestyle	6.54%	6.09%	+ 0.45%
9.	Shopping and Classifieds	5.65%	12.82%	- 7.16%
10.	News and Media - Broadcast Media	5.63%	0.89%	+ 4.74%

Demographic Summary

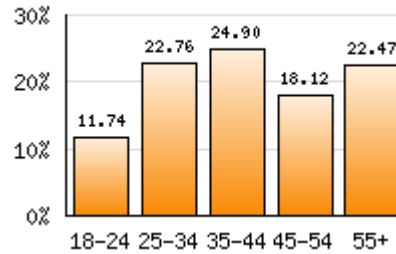
The following charts show a summary of the demographic profile of visitors to the 'News and Media' online industry.

**What gender are this category's users?**  
(Traffic Share by Gender)



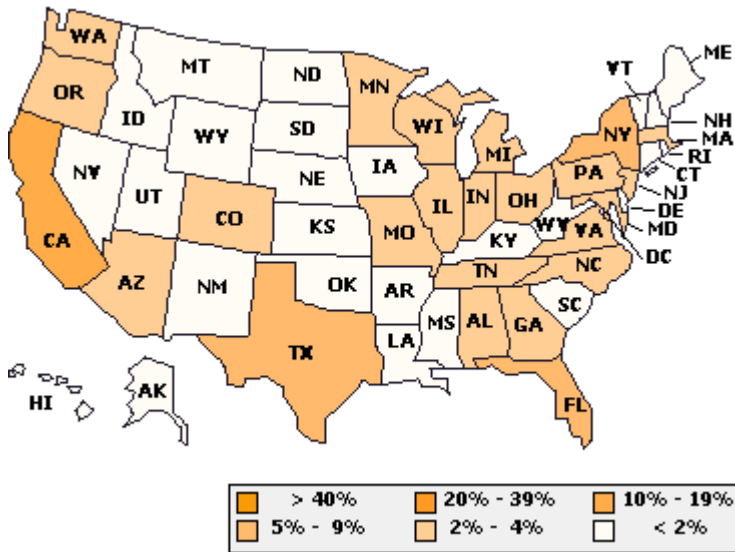
The above chart is based on data for the 4 week period ending 12/30/2006.

**How old are this category's users?**  
(Traffic Share by Age Group)



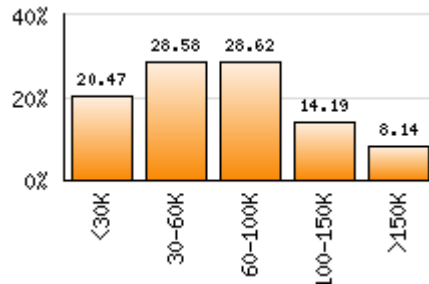
The above chart is based on data for the 4 week period ending 12/30/2006.

**Where does this category's traffic come from?**  
(Traffic Share by State)



The above chart is based on data for the 4 week period ending 12/30/2006.

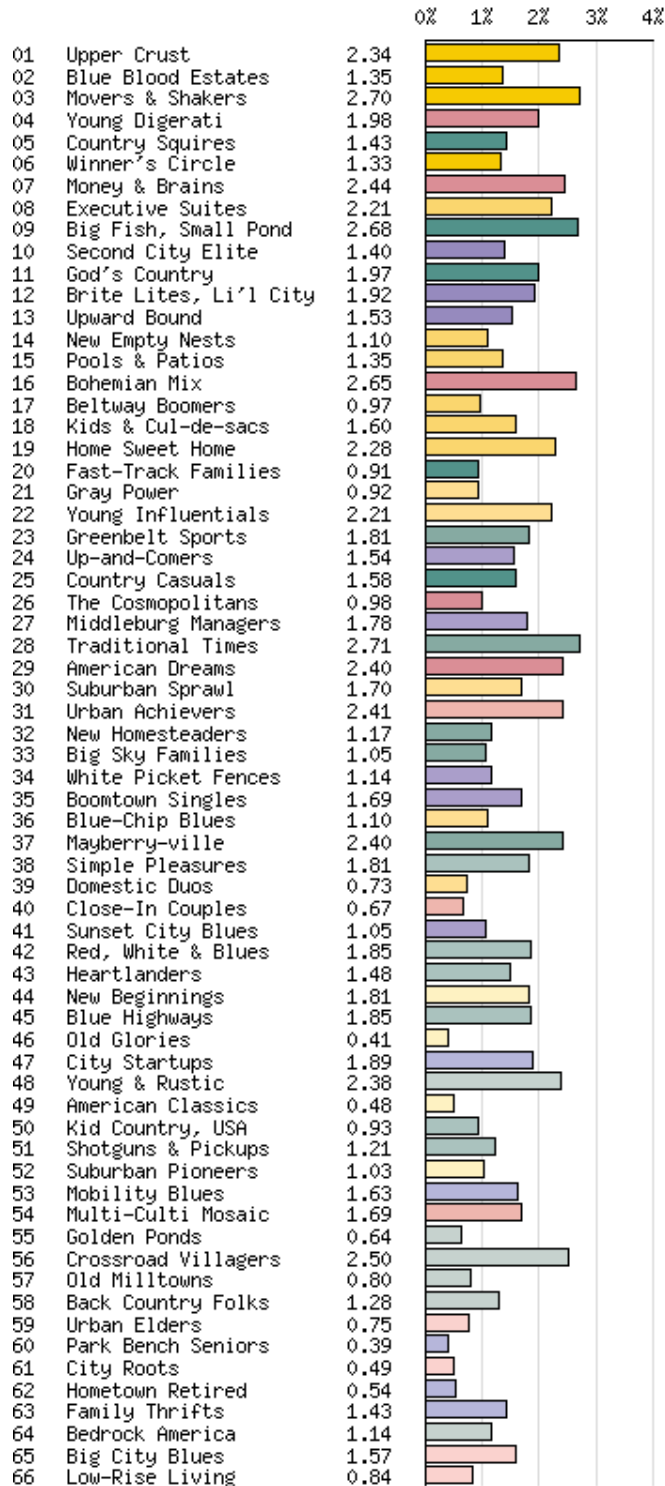
**How much do households visiting this category earn?**  
(Traffic Share by Income Bracket)



The above chart is based on data for the 4 week period ending 12/30/2006.

Demographic Summary (continued)

What PRIZM NE Segment are this category's users?  
(Traffic Share by PRIZM NE Segment)



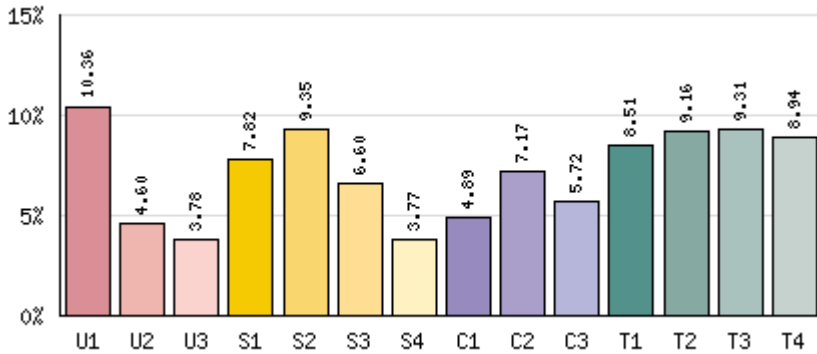
The Traffic Share by PRIZM NE Segment Chart (shown left) illustrates how much traffic **News and Media** received from each PRIZM NE Segment as a percentage of all traffic to **News and Media**.

For example, the PRIZM NE Segment with the highest traffic share in the chart on the left is Traditional Times, which had a traffic share of **2.71%**. This means that of all traffic to **News and Media**, **2.71%** of it came from Traditional Times users.

The chart on the left is based on data for the 4 week period ending 12/30/2006.

Demographic Summary (continued)

**What PRIZM NE Social Group are this category's users?**  
(Traffic Share by PRIZM NE Social Group)

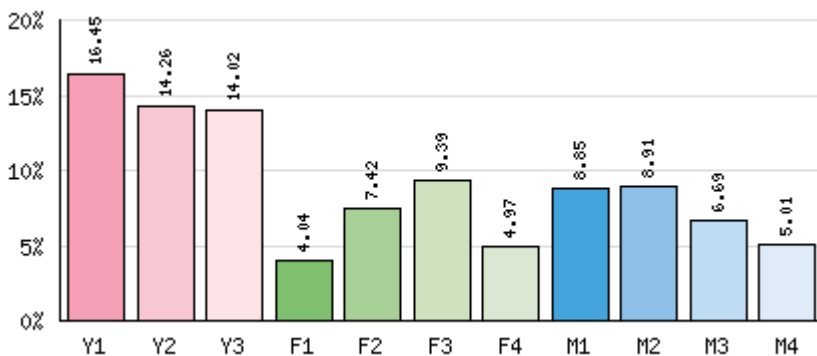


The Traffic Share by PRIZM NE Social Group Chart (shown above) illustrates how much traffic **News and Media** received from each PRIZM NE Social Group as a percentage of all traffic to **News and Media**.

For example, the PRIZM NE Social Group with the highest traffic share in the chart above is Urban Uptown, which had a traffic share of **10.36%**. This means that of all traffic to **News and Media**, **10.36%** of it came from Urban Uptown users.

The above chart is based on data for the 4 week period ending 12/30/2006.

**What PRIZM NE Lifestage Group are this category's users?**  
(Traffic Share by PRIZM NE Lifestage Group)



The Traffic Share by PRIZM NE Lifestage Group Chart (shown above) illustrates how much traffic **News and Media** received from each PRIZM NE Lifestage Group as a percentage of all traffic to **News and Media**.

For example, the PRIZM NE Lifestage Group with the highest traffic share in the chart above is Midlife Success, which had a traffic share of **16.45%**. This means that of all traffic to **News and Media**, **16.45%** of it came from Midlife Success users.

The above chart is based on data for the 4 week period ending 12/30/2006.

## Report Glossary

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**All Sites:** Includes all websites visited by local Internet users in all Hitwise categories except Adult, ISPs and Ad Servers.

**Average Session Duration:** The elapsed time from the first to the last page request that constitutes a visit, and adding the average time per page for such a visit.

**Clickstream:** The Hitwise Clickstream information provides an indication of the upstream and downstream traffic to and from a website. Users can use this information to analyze the traffic generation strategies of their competitor's sites and understand where traffic moves to once it leaves a site.

**Downstream:** Downstream sites are those visited immediately after leaving the reported site.

**Industry:** Represents one of the 160 vertical industries of websites measured and reported by Hitwise.

**Market Share:** The percentage of all traffic to a particular online industry category that is received by the individual website.

**Page Request:** An opportunity for an HTML document to be displayed within a browser window. Hitwise does not count un-requested pop-ups, panels or frames that make up a page. Hitwise will only count a page request once regardless of the number of frames making up the page.

**Search Engine:** An online service that assists users to search and find information on the Internet. Popular search engines include Google, Yahoo, Ask.com or MSN.

**Search Engine Optimization (SEO):** The process of improving the structure, copy and HTML code on a website with the aim of improving that sites chances of being returned high in the search results of a search engine or directory. Search Engine Optimization is a proven and effective method of delivering high volumes of high quality customers to websites.

**Upstream:** Upstream sites are those sites visited immediately prior to visiting the reported site.

**User Visits/Sessions:** A series of page requests by a visitor without 30 consecutive minutes of inactivity. Identified by a collection of page requests from a unique identifier grouped together to form a visit.

## Industry List

Hitwise monitors over 800,000 websites across the following industries:

### Automotive

- Classifieds
- Dealerships
- Manufacturers
- Motorcycling
- Motorsport
- Recreation

### Aviation

- Commercial Airlines

### Business and Finance

- Accountancy
- Agricultural
- Banks and Financial Institutions
- Book Publishers
- Building and Construction
- Business Directories
- Business Information
- Consultancies
- Employment and Training
- Freight and Storage
- IT and Internet
- Insurance
- Legal
- Manufacturing and Industrial
- Marketing
- Primary Industry and Resources
- Professional Associations
- Real Estate
- Stocks and Shares
- Telecommunications
- Utilities

### Community

- Humanitarian
- Organizations

### Computers and Internet

- E-Greetings
- Electronics
- Email Services
- Graphics and Clip Art
- Hardware
- Hosting and Domain Registration
- Internet Advertising
- Net Communities and Chat
- Paid to Surf
- Portal Frontpages
- Search Engines
- Software
- Web Development
- Webcams

### Education

- Institutions
- Reference

### Entertainment

- Animation and Comics
- Arts
- Books and Writing
- Competitions
- Games
- Humor
- Mobile Phones
- Movies
- Multimedia
- Nightlife
- Performing Arts
- Personalities
- Photography
- Radio
- Television
- Wrestling

### Food and Beverage

- Brands and Manufacturers
- Lifestyle and Reference
- Restaurants and Catering

### Gambling

- Bingo
- Casinos
- Directories
- Games
- Lotteries
- Poker
- Sport Betting

### Government

- County, City and Town
- Federal
- State

### Health and Medical

- Alternative
- Health Insurance
- Hospitals
- Information
- Organizations
- Paramedical and Ancillary Products
- Pharmacies
- Primary and Specialist
- Research
- Wellbeing

### Lifestyle

- Beauty
- Blogs and Personal Websites
- Childrens sites
- Dating
- Environment
- Family
- Fashion
- Gay and Lesbian
- Hobbies and Crafts
- House and Garden
- Mens Sites
- New Age
- Pets and Animals
- Politics
- Religion
- Weddings
- Womens Sites

### Music

- Bands and Artists
- Companies

### News and Media

- Broadcast Media
- Community Directories and Guides
- IT Media
- Print
- Weather

### Shopping and Classifieds

- Apparel and Accessories
- Appliances and Electronics
- Auctions
- Automotive
- Books
- Classifieds
- Computers
- Department Stores
- Flowers and Gifts
- Grocery and Alcohol
- Health and Beauty
- House and Garden
- Intimate Apparel and Accessories
- Music
- Office Supplies
- Rewards and Directories
- Sport and Fitness
- Ticketing
- Toys and Hobbies
- Video and Games
- Wholesale and Relationship Sales

### Sports

- Baseball
- Basketball
- Boxing
- Brands
- College
- Cycling
- Fantasy
- Fishing
- Football
- Golf
- Hockey
- Horse Racing
- Motorsport
- Skateboarding and In-line Skating
- Snow Sports
- Soccer
- Tennis
- Track and Field
- Watersports
- Yachting and Boating

### Travel

- Agencies
- Cruises
- Destinations and Accommodation
- Maps
- Transport

### Adult

## Terms and Conditions

The following forms the Terms upon which the Company provides Information. By submitting a completed Access Order to the Company, the User acknowledges to be bound by these Terms.

### 1. Definitions

'Access' means access to the part of the Hitwise Service requested by the User and agreed to by the Company as stipulated in the Access Order;

'Access Order' means the document entitled 'Hitwise Access Order' under which the User requests Access and agrees to the Terms;

'Alerts' means email alerts that may be sent to the User by the Company that provide hyperlinks to the Site or to the website of some third party;

'User' means the person or company on behalf of which the Access Order is completed;

'Fee' means the total fee payable by the User for Access as specified in the Access Order;

'Company' and 'Hitwise' both mean Hitwise Pty Ltd (ABN 41 081 470 117), an Australian corporation;

'Hitwise Service' means the provision of Information to the Users using various delivery methods including but not limited to, via the Site and via Alerts;

'Information' means all information provided by the Company including, but not restricted to rankings, statistics, demographics, research, analysis, charts and Alerts in accordance with the Access Order;

'Password' means the combination of unique user name and password that is provided by the Company to the Users to facilitate Access;

'Site' means the website located at [www.hitwise.com.au](http://www.hitwise.com.au) or such other website from which the Users can obtain Access;

'Terms' means these terms and conditions, as amended from time to time as provided for herein, and any other terms and conditions contained in the Access Order; and

'Users' means those employees, agents, marketing representatives or contractors of the User that are nominated by the User in the Access Order and from time to time in accordance with these Terms and who will, subject to the Terms, be given Access. For the sake of clarity, a User is one individual from one computer unless otherwise agreed between the parties.

### 2. Access

2.1 Subject to clauses 2.3, 3, 7 and 10, upon acceptance by the Company of a completed Access Order, the Company agrees to provide each of the Users with a Password and grant those Users Access for 12 months (or such other period as is agreed between the parties in writing).

2.2 By completing and executing the Access Order, the User agrees that:

- a. subject to acceptance of the Access Order by the Company it is liable for the Fee which will be due and payable in accordance the Terms;
- b. it has read, and agrees to be bound by the Terms;
- c. it has procured, and will continue to procure, that the Users have read and agree to be bound by the Terms; and
- d. Access may be temporarily unavailable from time to time.

2.3 Without limiting the Company's other rights under these Terms, the Company may, at its absolute discretion, suspend Access during any period in which payment of all or any part of the Fee is overdue, or where the User breaches, or fails to comply with, the Terms. The User will not be entitled to any refund for the Fee attributable to the period during which Access was so suspended.

2.4 The User may notify the Company in writing if it wishes to change or add to the persons comprising the Users. The Company will, as soon as practicable give effect to the requested change, provided that any Fees payable in respect of such change or additions are paid within 14 days of the Company's receipt of the User's notice.

### 3. User use of the Hitwise Service

3.1 The User is responsible for the use of a Password to gain Access whether that use is by Users to whom that Password is allocated or any other person. Any act or omission by a User in respect of Access, Information, a Password or the Hitwise Service will be an act or omission of the User (irrespective of whether the User authorized or permitted that act or omission).

3.2 The User must not assign or transfer its rights or delegate any obligations under these Terms, and must not resell or facilitate the Access to any other party.

3.3 The User must take all reasonable precautions to ensure that the Passwords provided to each User are kept confidential and the User must immediately notify the Company in writing if it believes that a Password has been disclosed to any person other than the Users.

3.4 The User must use, and must procure that the Users use, the Hitwise Service in good faith, and comply with the Terms and all applicable laws, statutes, ordinances and regulations in all jurisdictions in which the User operates or resides.

3.5 The Company makes no representations that the content of the Site and the Information complies with the laws (including intellectual property laws) of any country outside the United States. If the User or its Users Access the Hitwise Service from outside the United States, the User does so at its own risk and on its own responsibility and is responsible for ensuring compliance with all laws in the place where it is located.

3.6 The User will ensure that the Users each acknowledge that they have no rights in or title to any of the intellectual property contained in the Information or on the Site including, but not limited to, trade marks and trade names, logos, copyright, design, confidential information, or any other intellectual property rights that may exist in the Information.

3.7 The User, and each User, is granted Access, and may use the Information, only for the business purposes specified in clause 3.8. The Information may not otherwise be used, copied, reproduced, published, stored in retrieval system, altered, transmitted in any form or by any means in whole or in part without the Company's prior written consent, and where the consent of some third party is required, with the consent of that third party.

3.8 Subject to clause 3.9, the User may disclose or publish limited excerpts of the Information solely for the purposes of marketing its products, services and business and/or promoting its corporate image or conduct of its business. For the avoidance of doubt the User may not, without prior written approval from the Company, re-sell or bundle the Information as part of a service or product to a third party. Where any Information is disclosed and/or published by the User in accordance with this clause, the User must ensure that such Information is presented in a manner that complies with all applicable laws in the places in which such Information is disclosed, that any intellectual property notices applicable to that Information are also reproduced and/or published, and that the source of the Information is attributed in accordance with the laws applicable to that Information.

3.9 If the User or a User makes a public reference to the Information whether on its own or as part of other information, it must receive prior written approval from the Company, may only use such of the Information as constitutes fair use and must acknowledge the Site as the source as follows:

'Source: [hitwise.com](http://hitwise.com) - Real Time Competitive Intelligence'

Any dissemination of the Information without the acknowledgement set out in this clause 3.9 is expressly prohibited.

### 4. Payment

The amount of Fees payable to the Company is determined in the Access Order. All Fees payable will be due on or before the date determined in the Access Order, or such other date as may be agreed by the parties.

### 5. User warranty

5.1 User warrants that:

- a. the details it provides to the Company in the Access Order are complete and accurate;
- b. the Information will not be used in a manner that is unlawful, fraudulent or prohibited by the Terms.

## Terms and Conditions (continued)

### 6. Limitation of Liability

6.1 To the extent permitted by law and subject to clause 6.5, none of the Company and its affiliates and the Company's and its affiliates' respective directors, officers, employees, marketing representatives, agents, and contractors will be liable for any damages arising in contract, tort (including negligence) or otherwise from the use of or Access (whether by the User, Users or any third party) to, or inability to use or Access, the Hitwise Service or Information or from any action taken (or refrained from being taken) by the User or the Users. In no event will the Company be liable for any consequential, indirect or special damages of any kind that may result from the User, the Users' or any third party's use of or Access to, or inability to use or Access the Hitwise Service or Information, including without limitation loss of profit.

6.2 IN NO CASE SHALL THE COMPANY'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS ACCESS ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY THE COMPANY UNDER THIS ACCESS ORDER. THE USER ACKNOWLEDGES THAT COMPANY'S LIABILITY AND WARRANTY LIMITATIONS OR EXCLUSIONS SET FORTH HEREIN ARE REASONABLE UNDER THE CIRCUMSTANCES AND THAT THE USER'S CONSENT THERETO AND AGREEMENT THEREWITH IS FAIRLY REFLECTED IN THE FEES AND CONSTITUTES A MATERIAL INDUCEMENT FOR THE COMPANY'S ENTRY INTO THIS ACCESS ORDER.

6.3 The Information is provided to the User in good faith. The User is responsible for the consequence of any use of the Information and no decision should be based solely on the Information.

6.4 The User acknowledges that the Information is provided by the Company in good faith on an 'as is' basis. The Information is derived from data supplied by external sources, and none of the Company and its affiliates and the Company's and its affiliates' respective directors, officers, employees, agents, marketing representatives and contractors give any representation or warranty as to the reliability, fitness for a particular purpose, non-infringement, merchantability, accuracy, completeness or timeliness of the Information, and these parties exclude all liability arising in any way (including liability for negligence) for the loss and damage (including damages for loss of profits, business interruption, loss of business information, and the like) arising from the contents of, or omissions from, the Information, or failure or delay in providing the Information.

6.5 Where liability cannot be excluded, the Company's total liability is limited to:

- a. the supplying of the cost of having the services supplied again; or
- b. the payment of the cost of having the services supplied again.

6.6 The Site and/or the Information may contain third party advertisements, information or links to third party websites. The Company makes no representation, and excludes all liability as to the accuracy or completeness of information contained therein and therefore makes no representations that the Information does not infringe third parties' intellectual property rights.

### 7. Indemnity

The User indemnifies, defends and holds harmless the Company and its affiliates and the Company's and its affiliates' respective directors, employees, officers, agents, marketing representatives and contractors, against all loss, actions, proceedings, costs and expenses (including legal fees on a solicitor/client basis), claims and damages arising from:

- a. any breach of the User's obligations, representations and warranties under these Terms;
- b. either directly or indirectly, the User's or any Users' Access;
- c. any claim by a third party directly or indirectly arising out of or in connection with the User or any Users' Access.

### 8. Termination

Access may be terminated by the Company immediately if:

- a. the User fails to pay any sum under the Access Order within the time frame for payment specified in the Access Order;
- b. the User commits a material breach of any term of the Terms (other than one falling in paragraph (a) above) and, in the case of a breach capable of being remedied, fails to remedy such a breach within 30 days of a written request to remedy from the Company;
- c. the User's conduct is unlawful or fraudulent; or
- d. if the User owes the company any amount
  - i. the User is unable to pay its debts when they become payable;
  - ii. the User admits in writing its inability to pay its debts generally;
  - iii. the User makes a general assignment for the benefit of creditors;
  - iv. any proceeding is instituted by or against the User seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganisation, adjustment or protection of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property; or
  - v. the User takes any corporate action to authorize any of the actions set forth above.

### 9. Notice

Except as otherwise expressly agreed, any notices from the User to the Company must be sent by email to support@hitwise.com and any notices by the Company to the User must be sent to the User's email address as specified in the Access Order. Except as otherwise agreed, notice will be deemed to have been given the next business day after the email is sent. The User warrants that the email address it has provided to the Company is valid and that the User must notify the Company of a new email address if the previous email address becomes invalid.

### 10. Force Majeure

The Company will not be liable for any delay in performing or failing to perform any of its obligations under the Access Order owing to a cause beyond its reasonable control (including but not limited to transmission delays or failures of, or loss of data transmitted, services provided by third parties). Such delay or failure will not constitute a breach of the Access Order and the time for performance of the affected obligation will be extended by such period as is reasonable.

### 11. Entire Agreement

The Access Order contains the full and entire agreement between the Company and the User to the exclusion of all prior representations, understandings and agreements between the Company (including its affiliates) and the User. Hitwise Inc., the Company's marketing representative, is not a party to this agreement.

### 12. Severability

If any provision of the Access Order is found to be invalid by any court having competent jurisdiction, the invalidity of such a provision will not affect the validity of the remaining provisions of the Access Order, which will remain in full force and effect.

### 13. Assignment

The User may not assign, sublicense or transfer any rights of Access to the Site without the Company's express prior written consent, which consent may be withheld at the Company's sole discretion. The Company may assign its rights or obligations at any time without notice to, or the consent of, the User.

### 14. Confidentiality

Each party shall maintain the confidentiality of any information provided to it by the other party that is identified as confidential or can reasonably be regarded as confidential and shall take precautions to prevent the unauthorized disclosure or use of such confidential information. The obligations of this clause shall not apply:

- a. to any disclosure required by law,
- b. to information that is now or subsequently becomes generally available through no act of omission of the receiving party,
- c. to information that is known to the receiving party at the time of disclosure, or
- d. if information is provided to the receiving party by a third party without restriction.

### 15. Jurisdiction

The Access Order and any disputes between the Company and the User relating to the subject matter therein shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New York. Notwithstanding anything contained in this Section to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in any court of competent jurisdiction in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

### 16. Variation

The terms cannot be varied except in writing and signed by both parties.

Notes

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