

Hitwise Website Report for Coca-Cola

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

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About Hitwise

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.

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

About Hitwise Website Reports

This Hitwise Website Report provides a concise analysis of trends for the website 'Coca-Cola'. The website report includes analysis of traffic levels across days, a visit duration analysis, immediate competitors within the 'Food and Beverage - Brands and Manufacturers' industry, rankings of the key players within the 'Food and Beverage - Brands and Manufacturers' industry and a range of other key insights for the website 'Coca-Cola'.

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.

Hitwise Methodology

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.

Introduction

Coca-Cola: <http://www.coca-cola.com/>

Description: The Coca-Cola website includes information about the beverage, as well as links to games and the Coca-Cola Store.

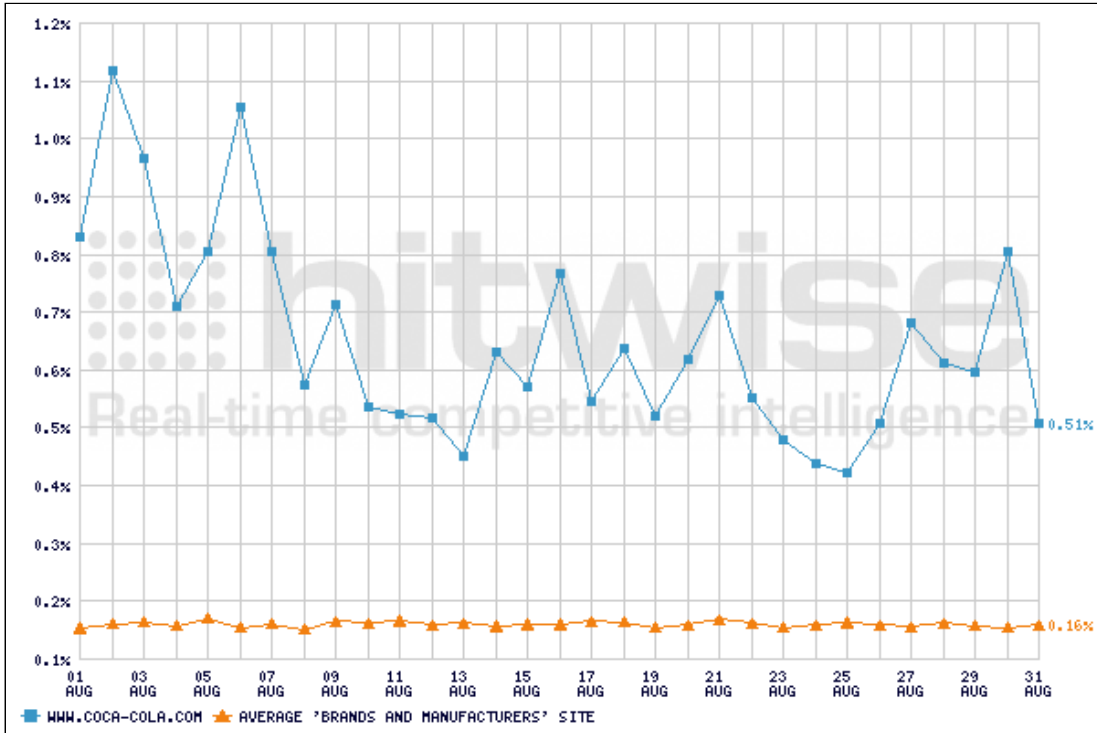
Key Findings: Coca-Cola ranked within the top 50 'Food and Beverage - Brands and Manufacturers' sites, reaching a rank of 36 for the month of August, 2006. The 'Coca-Cola' site also experienced a fall of 2,770 places in 'All Sites' during August, 2006 to become the 6,825th most visited site for US Internet users.

Country of Origin: United States

Industry Rankings for www.coca-cola.com :	August, 2006 Rank	July, 2006 Rank	Change
All Categories	6,825 of 1,052,826	4,055 of 1,057,318	▼ 2,770
Food and Beverage	74 of 3,356	37 of 3,306	▼ 37
Food and Beverage - Brands and Manufacturers	36 of 1,461	17 of 1,459	▼ 19

Traffic Analysis

The chart below represents the 'Coca-Cola' website's share of traffic against the average share of traffic for all sites in the 'Food and Beverage - Brands and Manufacturers' industry. Of all daily traffic to the 'Food and Beverage - Brands and Manufacturers' industry during the month of 08/31/2006, 'Coca-Cola' captured an average of 0.65% of visits.



Immediate Competitors - By Visits

'Coca-Cola' ranked 36th by visits in the 'Food and Beverage - Brands and Manufacturers' online industry of the 1,461 sites that were ranked by Hitwise in the 'Food and Beverage - Brands and Manufacturers' online industry for August, 2006.

The table below shows the sites ranked near Coca-Cola in the 'Food and Beverage - Brands and Manufacturers' online industry for the month of August, 2006 based on visits.

Rank	Website	Domain	Market Share	Jul '06	Jun '06	May '06
1.	Kraft Foods USA	www.kraftfoods.com	9.97%	1	1	1
2.	Wrigley's Candystand	www.candystand.com	8.49%	2	3	2
3.	Pepsiworld	www.pepsi.com	3.31%	3	2	3
△	4. BettyCrocker.com	www.bettycrocker.com	3.26%	5	5	4
△	5. NabiscoWorld.com	www.nabiscoworld.com	2.42%	7	4	5
△	6. Pizza Hut USA	www.pizzahut.com	2.34%	8	6	6
▽	7. Dr. Pepper	www.drpepper.com	1.92%	4	9	84
▽	8. McDonalds Worldwide	www.mcdonalds.com	1.91%	6	13	10
△	9. Starbucks	www.starbucks.com	1.56%	11	12	9
▽	10. Maxwell House	www.maxwellhouse.com	1.54%	9	7	7
.....						
△	32. M&M's Brand Store	www.mymms.com	0.66%	33	39	17
△	33. Enfamil	www.enfamil.com	0.64%	34	30	39
▽	34. Skittles	www.skittles.com	0.64%	19	15	16
▽	35. M&Ms Global	www.mms.com	0.60%	27	32	29
▽	36. Coca-Cola	www.coca-cola.com	0.59%	17	20	19
	37. Pepsico Inc	www.pepsico.com	0.58%	37	66	87
△	38. The Coca-Cola Company	www.thecoca-colacompany.com	0.56%	DNR	DNR	DNR
▽	39. Hormel Foods	www.hormel.com	0.55%	36	42	42
△	40. Land O'Lakes	www.landolakes.com	0.51%	67	64	63
▽	41. Gerber.com	www.gerber.com	0.50%	40	50	46

Note: DNR = Did Not Rank

Immediate Competitors - By Pages

'Coca-Cola' ranked 62nd by page impressions in the 'Food and Beverage - Brands and Manufacturers' online industry of the 1,461 sites that were ranked by Hitwise in the 'Food and Beverage - Brands and Manufacturers' online industry for August, 2006.

The table below shows the sites ranked near Coca-Cola in the 'Food and Beverage - Brands and Manufacturers' online industry for the month of August, 2006 based on page impressions.





















Rank	Website	Domain	Market Share	Jul '06	Jun '06	May '06	
	1.	Kraft Foods USA	www.kraftfoods.com	14.82%	1	1	1
△	2.	Wrigley's Candystand	www.candystand.com	7.44%	3	3	2
△	3.	BettyCrocker.com	www.bettycrocker.com	6.81%	4	4	3
△	4.	Pizza Hut Online Ordering	quikorder.pizzahut.com	3.32%	5	5	5
△	5.	Starbucks	www.starbucks.com	2.50%	7	6	6
▽	6.	Pepsiworld	www.pepsi.com	2.36%	2	2	4
△	7.	Schwan's	www.schwans.com	2.20%	10	8	8
△	8.	NabiscoWorld.com	www.nabiscoworld.com	1.99%	9	7	7
▽	9.	Dr. Pepper	www.drpepper.com	1.74%	6	10	79
△	10.	Gevalia	www.gevalia.com	1.69%	13	13	9
.....							
▽	58.	Skittles	www.skittles.com	0.28%	45	38	41
△	59.	XanGo	www.xango.net	0.28%	63	70	68
△	60.	Godiva Chocolatier	www.godiva.com	0.27%	74	78	45
▽	61.	Avocados from Mexico - Sweepstakes	www.sweepstakes.avocadosfrommexico.com	0.27%	55	59	63
▽	62.	Coca-Cola	www.coca-cola.com	0.27%	19	19	16
▽	63.	Kraft Foods	www.kraft.com	0.26%	57	57	58
△	64.	Bob Evans	www.bobevans.com	0.26%	DNR	DNR	DNR
▽	65.	Crisco.com	www.crisco.com	0.24%	50	91	117
△	66.	Jelly Belly	www.jellybelly.com	0.23%	67	66	61
△	67.	Frito-Lay	www.frito-lay.com	0.23%	68	77	75

Note: DNR = Did Not Rank

Immediate Competitors - By Session Duration

'Coca-Cola' ranked 198th by average session duration in the 'Food and Beverage - Brands and Manufacturers' online industry of the 1,461 sites that were ranked by Hitwise in the 'Food and Beverage - Brands and Manufacturers' online industry for August, 2006.

The table below shows the sites ranked near Coca-Cola in the 'Food and Beverage - Brands and Manufacturers' online industry for the month of August, 2006 based on average session duration.

Rank	Website	Domain	Time	Jul '06	Jun '06	May '06
1.	Nestle Nesquik	www.nesquik.com	17:41 	1	1	1
△ 2.	Hershey's Careers	www.hersheysjobs.com	12:30 	6	8	DNR
▽ 3.	MyCoke	www.mycoke.com	12:29 	2	2	3
△ 4.	TahitianNoni.com	www.tahitiannoni.com	12:26 	8	6	8
▽ 5.	Dr. Pepper	www.drpepper.com	12:16 	3	3	2
▽ 6.	Wrigley's Candystand	www.candystand.com	11:54 	5	4	5
7.	Kellogg's Special K	www.specialk.com	11:47 	7	7	55
▽ 8.	Pizza Hut Online Ordering	quikorder.pizzahut.com	11:46 	4	5	4
△ 9.	Jamba Juice	www.jambajuice.com	11:08 	27	55	76
△ 10.	Schwan's	www.schwans.com	11:05 	13	13	7
.....						
▽ 194.	Full Throttle	www.fullthrottleenergy.com	3:29 	187	DNR	DNR
▽ 195.	The HoneyBaked Ham	www.honeybaked.com	3:28 	194	78	177
△ 196.	Pilgrim's Pride	www.pilgrimspride.com	3:22 	229	164	DNR
△ 197.	Bright Beginnings	www.brightbeginnings.com	3:22 	210	207	208
▽ 198.	Coca-Cola	www.coca-cola.com	3:22 	119	114	67
▽ 199.	Bud Light	www.budlight.com	3:21 	181	221	207
△ 200.	Miller Beer	www.millerbeer.com	3:18 	DNR	247	203
△ 201.	Carvel Ice Cream Cakes	www.carvel.com	3:17 	206	160	126
△ 202.	Slurpee.com	www.slurpee.com	3:17 	232	145	DNR
△ 203.	Follow the Finger	www.followthefinger.com	3:17 	225	239	224

Note: DNR = Did Not Rank

Sites That Entered and Left the Top 100

The monthly churn in the Top 100 in the 'Food and Beverage - Brands and Manufacturers' industry for the month of August, 2006 based on visits was 18.0%, which means that 18 sites in this industry's Top 100 rankings have changed since July, 2006.

Websites that entered the Top 100 were:

July, 2006 Rank	August, 2006 Rank	Website	Domain
DNR	14	Fanta.com	www.fanta.com
197	25	Coors Light	www.coorslight.com
DNR	38	The Coca-Cola Company	www.thecoca-colacompany.com
DNR	47	www.turkeyhill.com	www.turkeyhill.com
118	55	Snickers	www.snickers.com
113	64	Folgers	www.folgers.com
257	73	Purina ProPlan	www.proplan.com
DNR	76	Who Framed Spraychel	www.free-spraychel.com
DNR	78	Bob Evans	www.bobevans.com
188	79	Juicy Juice	www.juicyjuice.com
129	83	Doritos	www.doritos.com
108	85	ConAgra Foods	www.conagrafoods.com
104	86	MonaVie Health Drink	www.monavie.com
116	87	Hellmanns	www.hellmanns.com
149	90	Kashi	www.kashi.com
DNR	92	Diet Pepsi Jazz	www.dietpepsijazz.com
115	98	Godiva Chocolatier	www.godiva.com
256	99	Campbell's – Label for Education	www.labelsforeducation.com

Sites That Entered and Left the Top 100 (continued)

Websites that have left the Top 100 were:

July, 2006 Rank	August, 2006 Rank	Website	Domain
45	DNR	Fruit on the Loose	www.fruitontheloose.com
47	188	McDonalds's PSP Promotion	www.playatmcd.com
51	153	Samuel Adams	www.samadams.com
62	210	Lays	www.lays.com
76	131	Full Throttle	www.fullthrottleenergy.com
84	103	Dannon	www.dannon.com
87	208	Popsicle Zone	www.popsicle.com
88	135	Bacardi Mojito	www.bacardimojito.com
90	122	Sunkist	www.sunkist.com
91	114	SunKist Almond Accents	www.almondaccents.com
92	116	Pringles	www.pringles.com
93	144	Nesquik Cooler	www.nesquik-cooler.com
94	120	Jack Daniel's Tennessee Whiskey	www.jackdaniels.com
95	101	Blue Bunny	www.bluebunny.com
97	113	Barilla USA	www.barillaus.com
98	127	www.stonyfield.com	www.stonyfield.com
99	106	StarbucksStore	www.starbucksstore.com
100	117	Jones Soda	www.jonessoda.com

* Note: DNR = Did Not Rank

Search Engine Analysis

Coca-Cola received an average of 32.97% of its upstream traffic from search engines over the past 6 months. The top referring search engines for the month of August, 2006 were 'Google', 'Yahoo! Search' and 'MSN Search'.

Coca-Cola received 11.45% more upstream traffic from search engines than the 'Food and Beverage - Brands and Manufacturers' industry average of 21.52%. Coca-Cola sent 0.76% more downstream traffic to search engines than the 'Food and Beverage - Brands and Manufacturers' industry average of 5.01%.

Top Upstream Search Engines BEFORE Visiting 'Coca-Cola' for the month of August, 2006:

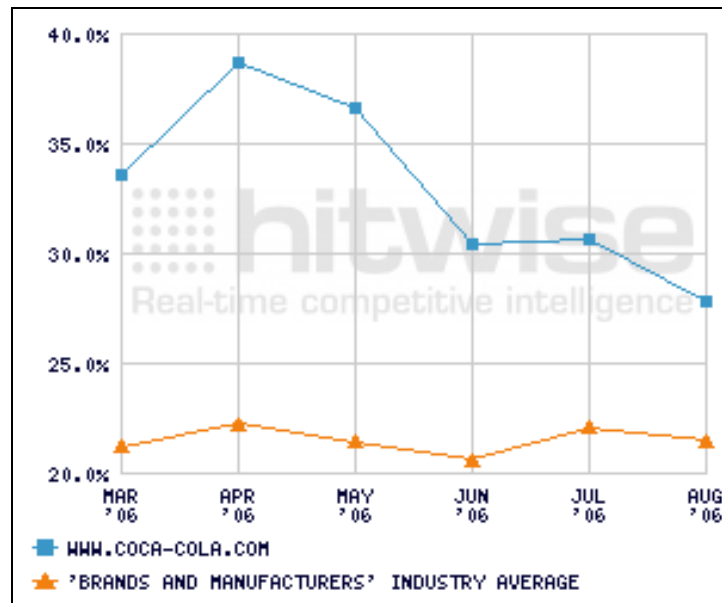
Rank	Website	Share
1.	Google	14.88%
2.	Yahoo! Search	7.16%
3.	MSN Search	3.86%
4.	Ask.com	0.36%
5.	Google Image Search	0.30%
6.	AOL Search	0.15%
7.	My Search	0.13%
8.	Yahoo! Search - UK & Ireland	0.09%
9.	Google Chile	0.09%
10.	Viewpoint Search	0.09%
	Other	0.71%

Top Downstream Search Engines AFTER Visiting 'Coca-Cola' for the month of August, 2006:

Rank	Website	Share
1.	Google	2.25%
2.	MSN Search	0.45%
3.	Ask.com	0.38%
4.	Yahoo! Search	0.38%
5.	Google Image Search	0.15%
6.	My Web Search	0.11%
7.	SearchCo.com	0.10%
8.	Nu Seek	0.10%
9.	Google Base	0.07%

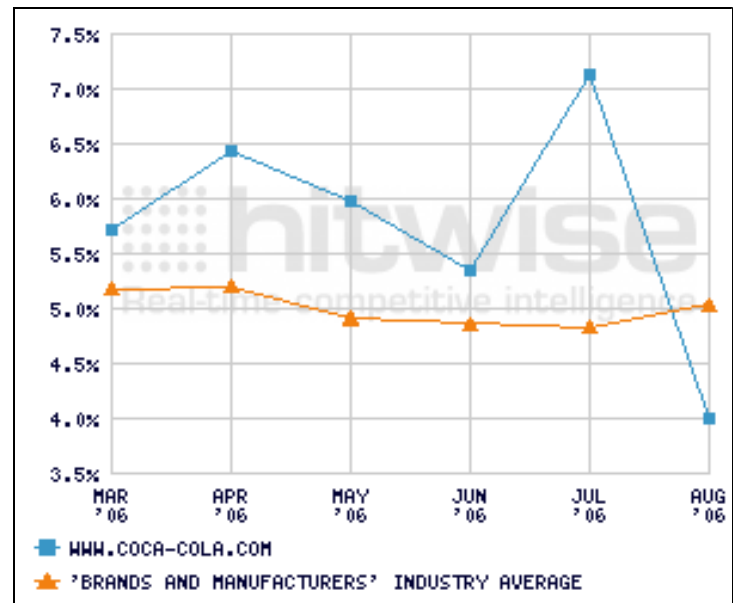
Upstream Search Engine Traffic Trend

The average percentage of upstream search engine traffic for 'Coca-Cola' was 32.97% for the 6 months ending August, 2006



Downstream Search Engine Traffic Trend

The average percentage of downstream search engine traffic for 'Coca-Cola' was 5.76% for the 6 months ending August, 2006



Website Search Terms

The following report lists the most popular search terms for the **4 weeks** ending **09/02/2006**, that resulted in traffic to the 'Coca-Cola' website. For example, the most popular search term was 'coca cola' representing **30.62%** of all search terms that delivered users to the 'Coca-Cola' website.

Displaying 1 to 30 of 91 search terms.

Rank	Search Term	Volume	
1.	coca cola	30.62%	
2.	coke	12.32%	
3.	coca-cola	6.73%	
4.	cocacola	3.66%	
5.	coca cola company	3.35%	
6.	coke cola	3.32%	
7.	www.cocacola.com	2.28%	
8.	coke a cola	1.97%	
9.	www.coke.com	1.69%	
10.	cocacola.com	1.69%	
11.	coke.com	1.66%	
12.	coca-cola company	1.66%	
13.	coca-cola.com	1.66%	
14.	coka cola	1.38%	
15.	coca cola bottling company	1.14%	
16.	coca cola.com	1.11%	
17.	marys moo moos coca cola	<1.11%	
18.	www.coca cola.carerra	<1.11%	
19.	coca cola scholarships	<1.11%	
20.	coca cola ent	<1.11%	
21.	coca cola torrance ca	<1.11%	
22.	coca cola u.s. bottling sites	<1.11%	
23.	kings dominion	<1.11%	
24.	cocola	<1.11%	
25.	coca-cola bottling co	<1.11%	
26.	the coca-cola company	<1.11%	
27.	yu-gi-oh! gx galleries	<1.11%	
28.	pictures of jeff fort	<1.11%	
29.	corporate coca-cola	<1.11%	
30.	internetexplorer.com	<1.11%	

Clickstream Analysis

Clickstream Analysis indicates which other websites or industries are visited before and after visiting the 'Coca-Cola' website. Upstream sites are sites visited before the 'Coca-Cola' website and downstream sites are sites visited after the 'Coca-Cola' website.

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 Sites

Top upstream sites BEFORE visiting 'Coca-Cola' for the month of August, 2006:

Rank	Website	Domain	Share
1.	Google	www.google.com	14.88%
2.	Yahoo! Search	search.yahoo.com	7.16%
3.	Six Flags	www.sixflags.com	4.73%
4.	MSN Search	search.msn.com	3.86%
5.	The Coca-Cola Company	www.thecoca-colacompany.com	2.86%
6.	Yahoo!	www.yahoo.com	2.69%
7.	Yahoo! Mail	mail.yahoo.com	2.35%
8.	MySpace	www.myspace.com	1.80%
9.	Paramount Parks	www.paramountparks.net	1.58%
10.	cokepromotions.archway.com	cokepromotions.archway.com	1.43%

Top downstream sites AFTER visiting 'Coca-Cola' for the month of August, 2006:

Rank	Website	Domain	Share
1.	The Coca-Cola Company	www.thecoca-colacompany.com	68.80%
2.	My Coke Rewards	mcr.us.icoke.com	3.39%
3.	Google	www.google.com	2.25%
4.	The Coca-Cola Store	www.coca-colastore.com	1.67%
5.	www.football.icoke.com	www.football.icoke.com	1.50%
6.	Pepsiworld	www.pepsi.com	0.91%
7.	Yahoo!	www.yahoo.com	0.79%
8.	MyCoke	www.mycoke.com	0.63%
9.	Adobe Systems	www.adobe.com	0.57%
10.	Yahoo! Mail	mail.yahoo.com	0.49%

Clickstream Industries

NOTE: The industry average is based on clickstream data for the 'Food and Beverage - Brands and Manufacturers' online industry.

Top upstream industries BEFORE visiting 'Coca-Cola' for the month of August, 2006:

Rank	Industry	Share	Industry Average	Difference
1.	Computers and Internet	41.22%	45.24%	- 4.02%
2.	Computers and Internet - Search Engines	27.83%	21.48%	+ 6.36%
3.	Business and Finance	13.69%	5.31%	+ 8.38%
4.	Food and Beverage	7.97%	13.36%	- 5.39%
5.	Food and Beverage - Brands and Manufacturers	7.75%	10.86%	- 3.11%
6.	Travel	7.66%	1.06%	+ 6.60%
7.	Business and Finance - Employment and Training	7.57%	1.45%	+ 6.12%
8.	Travel - Destinations and Accommodation	7.08%	0.55%	+ 6.53%
9.	Shopping and Classifieds	6.58%	7.23%	- 0.65%
10.	Computers and Internet - Portal Frontpages	4.88%	5.04%	- 0.16%

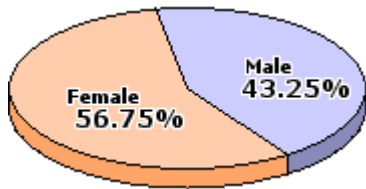
Top downstream industries AFTER visiting 'Coca-Cola' for the month of August, 2006:

Rank	Industry	Share	Industry Average	Difference
1.	Food and Beverage	71.79%	19.35%	+ 52.44%
2.	Food and Beverage - Brands and Manufacturers	71.72%	16.17%	+ 55.56%
3.	Computers and Internet	8.90%	17.56%	- 8.67%
4.	Shopping and Classifieds	6.75%	9.72%	- 2.97%
5.	Computers and Internet - Search Engines	4.00%	5.04%	- 1.04%
6.	Shopping and Classifieds - Rewards and Directories	3.64%	1.40%	+ 2.23%
7.	Business and Finance	2.71%	8.12%	- 5.42%
8.	Entertainment	2.58%	14.80%	- 12.22%
9.	Computers and Internet - Portal Frontpages	1.44%	4.02%	- 2.58%
10.	Computers and Internet - Software	1.20%	1.68%	- 0.47%

Demographic Summary

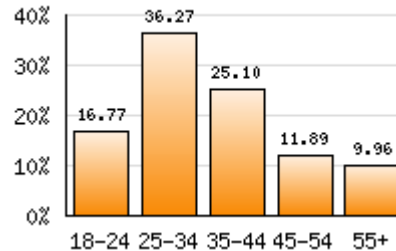
The following charts show a summary of the demographic profile of visitors to the 'Coca-Cola' website.

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



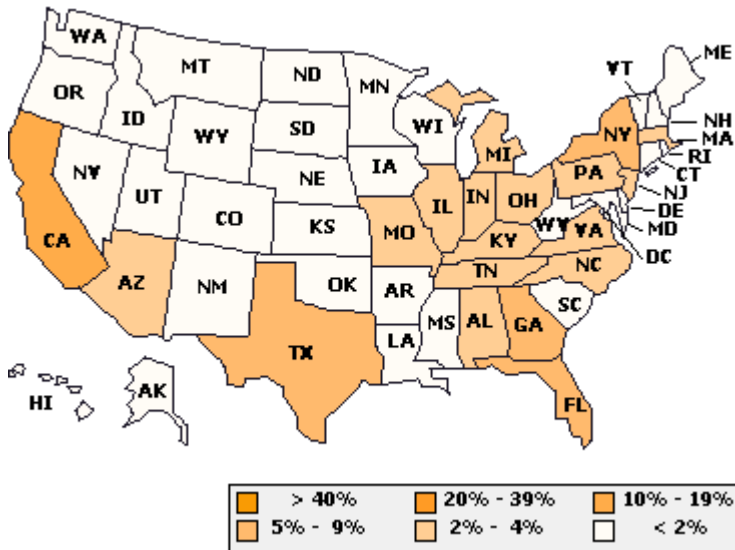
The above chart is based on data for the 4 week period ending 08/26/2006.

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



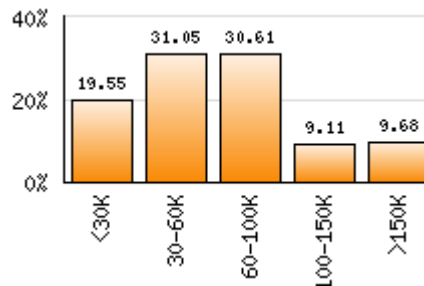
The above chart is based on data for the 4 week period ending 08/26/2006.

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



The above chart is based on data for the 4 week period ending 08/26/2006.

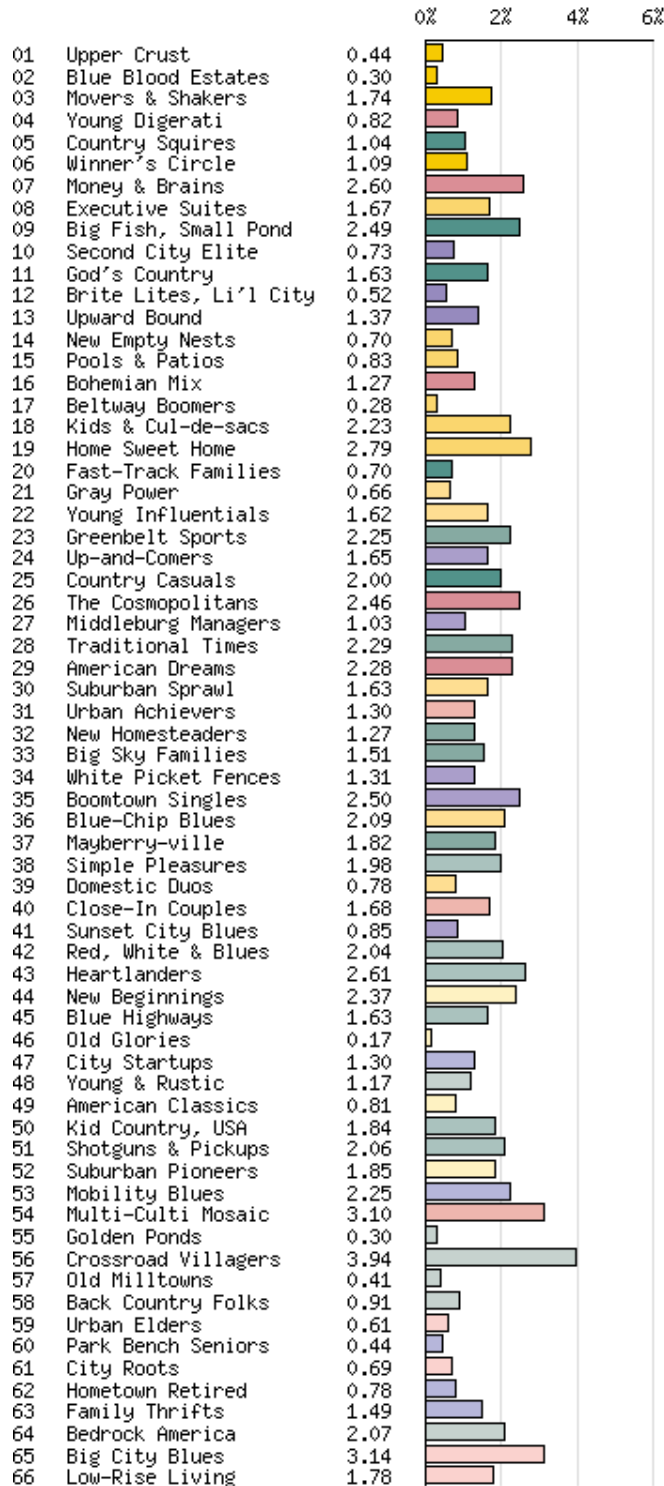
How much do households visiting this website earn?
(Traffic Share by Income Bracket)



The above chart is based on data for the 4 week period ending 08/26/2006.

Demographic Summary (continued)

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



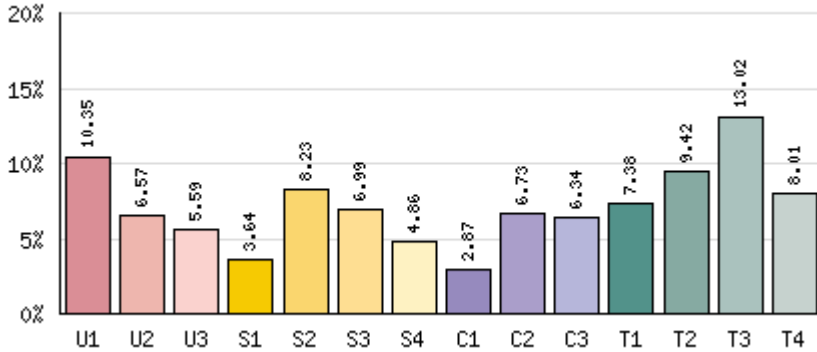
The Traffic Share by PRIZM NE Segment Chart (shown left) illustrates how much traffic **Coca-Cola** received from each PRIZM NE Segment as a percentage of all traffic to **Coca-Cola**.

For example, the PRIZM NE Segment with the highest traffic share in the chart on the left is Crossroad Villagers, which had a traffic share of **3.94%**. This means that of all traffic to **Coca-Cola**, **3.94%** of it came from Crossroad Villagers users.

The chart on the left is based on data for the 4 week period ending 08/26/2006.

Demographic Summary (continued)

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

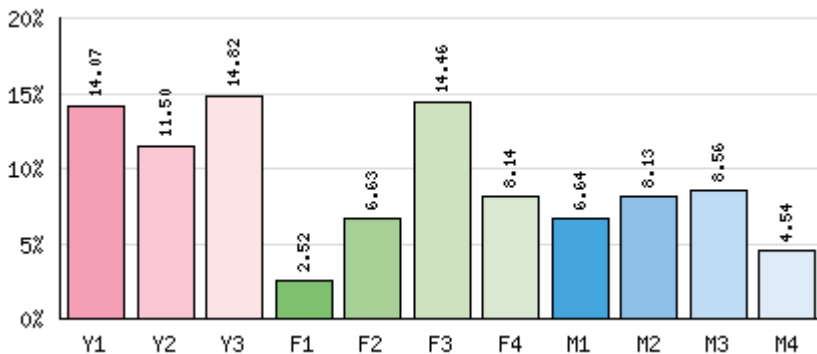


The Traffic Share by PRIZM NE Social Group Chart (shown above) illustrates how much traffic **Coca-Cola** received from each PRIZM NE Social Group as a percentage of all traffic to **Coca-Cola**.

For example, the PRIZM NE Social Group with the highest traffic share in the chart above is Middle America, which had a traffic share of **13.02%**. This means that of all traffic to **Coca-Cola**, **13.02%** of it came from Middle America users.

The above chart is based on data for the 4 week period ending 08/26/2006.

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



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

For example, the PRIZM NE Lifestage Group with the highest traffic share in the chart above is Striving Singles, which had a traffic share of **14.82%**. This means that of all traffic to **Coca-Cola**, **14.82%** of it came from Striving Singles users.

The above chart is based on data for the 4 week period ending 08/26/2006.

Report Glossary

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 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 - 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
