

MyGCC Account Terms & Conditions

THIS SUBSCRIBER AGREEMENT WAS LAST UPDATED ON NOVEMBER 15, 2004. PLEASE SCROLL DOWN AND READ THE SUBSCRIBER AGREEMENT BELOW.

This Subscriber Agreement governs your use of MyGCC, the premium version of Grand Central Cyberspace, and, unless other terms and conditions expressly govern, any other electronic services from Unicus Services, Inc. that may be made available from time to time ("Service"). If you agree to be bound by the terms of this Agreement, you should check the box toward the end of the registration form. If you do not agree to be bound by the terms of this Agreement, you should not check the box; you will not be able to proceed with registration for this Service and become a subscriber.

1. Changes to Subscriber Agreement. We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically. The changes also will appear in this document, which you can access at any time by going to the Notice graphic at the bottom of most pages and clicking the terms and conditions link. You signify that you agree to be bound by such changes by using the Service after changes are made to this Agreement.

2. Privacy. Our goal is to become your favorite Internet destination by providing you with the most usable service. To achieve this goal, we respect your right to privacy. Some information may be stored and processed on our servers, and by subscribing to this Service, you consent.

When you register, you provide Unicus Services, Inc. with your name, postal address, ZIP Code, email address, telephone number, and other information. While not all of this data is required for our service to function, we are better able to customize your experience for localization purposes. The information is generally collected and maintained solely by Unicus Services, Inc. and is not shared with other companies unless specifically stated otherwise at the point of collection. If data is collected and/or maintained by any company other than Unicus Services, Inc., we will tell you at the point of collection. We do not share your specific information with other companies.

If you contact Unicus Services, Inc. about MyGCC, we may keep a record of that correspondence. We do not collect any email addresses of those who communicate with the via email. We use the information provided so that we may respond to the email.

NOTE: MyGCC contains links to other sites and occasionally allows other sites to be co-branded with the MyGCC and/or Grand Central Cyberspace brands. Web sites that are linked to MyGCC or carry the MyGCC and/or Grand Central Cyberspace brands for co-branding or marketing purposes may have privacy policies that differ from that of Unicus Services, Inc.

3. Fees and Payments. You can always find the current subscription fees for this Service in the notice graphic at the bottom of most pages and clicking the service declaration link. You agree to pay the subscription fees incurred in connection with your key, login, and password for this Service (including any applicable taxes) at the rates in effect when the charges are incurred. Subscription fees will be billed at the beginning of your subscription or any renewal. You will not receive a refund for any unused portion of this Service for which you have pre-paid. All fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. You are responsible for any fees or charges incurred to access this Service through an Internet access provider or other third-party service.

You are obligated to pay for your account even if you do not use it. Because we have provided you with a selected key, login, and password you have the ability to use your account. The fact that you do not do so is not relevant - you are still obligated to pay for the account. Even an unused account uses valuable system resources that could be used for other clients.

Unicus Services, Inc. invoices for this Service exclusively via an invoice page and e-mail notices. Under no circumstances are we able or willing to send hard-copy invoices. All invoices must be paid, in full, within 15 days from the expiration date or other date noted on the invoice, which may or may not include promotional considerations. Unpaid invoices may result in temporary suspension of your account. A re-activation fee of \$5 will be charged on any account that is temporarily suspended for non-payment, to cover the cost of re-activating the account. There is a \$20 fee for any check returned to us for non-sufficient funds or stopped payment.

If you are authorized to access this Service through arrangements between your employer and us, some or all of these "Fees and Payments" terms may not apply to you. Please contact your employer for details.

4. Renewal. Your subscription is invoiced for renewal automatically, unless we terminate it or you notify us by telephone or mail of your decision to terminate your subscription. You must cancel your subscription at least 15 days before the expiration in order renewal

billing of subscription fees for the renewal term. Failure to make a renewal payment doesn't release you from the debt and this Service.

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8. General. This Agreement contains the final and entire agreement between us regarding your use of the Service and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Service. We may discontinue or change the Service, or the availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Illinois, United States of America applicable to contracts made entirely within Illinois and wholly performed in Illinois, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Illinois. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

9. Additional Terms and Notices. MyGCC text, photos, graphics, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither Unicus Services, Inc. materials nor any portion thereof may be stored in a computer except for personal and noncommercial use. Unicus Services, Inc. will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or any damages arising from any of the foregoing.

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