

“OUR SERVICES” EULA

Guest Communications Corporation End-User License Agreement

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2. The GCC Software and Custom Content.

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may include web search box(es), and other features. Such installed features are further detailed in section 7 below. In addition, the installation of the GCC Software may enable GCC to access, use and collect a variety of information, both personal and non-personal, regarding your usage of the GCC Software, and information about your mobile device (additional information is further detailed in section 7 below).

2. The content provided by the Content Provider may take the form of tables, data, information, links, web pages, images, software and code, text, photos, audio or video, and/or visual works and components (collectively "Custom Content"), and then distributing it to you via the GCC Software. Although GCC may assist Content Providers by providing layout and formatting services for publication purposes, GCC does not take any responsibility for any Custom Content a Content Provider provides to GCC for publishing through the GCC Software. The Content Provider intends that the Custom Content be distributed as a package to be displayed by the GCC Software. Some Custom Content may contain Cookies or other tracking mechanisms. As used herein, "Cookie" means a small piece of information that is placed on your device's Browser while you are viewing a website or using the GCC Software, and/or the Custom Content. Because Custom Content is stored on your mobile device, the Custom Content takes up storage space on your mobile device's internal storage. The amount of storage space will vary based on the size of the Custom Content. Some of the data stored in this storage space may include your personal information. Please review the policies of the Content Providers for information about their practices.

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If you send us a request or a communication through your mobile device we may log your unique device identifier number. This is an ID number that is unique to your mobile device and if you have sent us a communication through this mobile device, we may be able to link your unique ID number to your e-mail address.

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2. You agree to comply with all applicable laws, rules and regulations when using the Custom Content. You will not use the Custom Content to infringe anyone's rights, including, without limitation, any intellectual property rights of any person or entity.

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Your license to use the GCC Software under this EULA shall continue until it is terminated by either party. You may terminate this EULA at any time, by discontinuing the use of all of the Custom Content and by destroying all copies of the Custom Content in your possession and control. This EULA and the license granted to you under this EULA will terminate automatically if you breach any term of this EULA. Upon termination, you must at GCC's option either promptly destroy or return to GCC all copies of the Custom Content in your possession or control and uninstall the GCC Software. Sections 2, 3, 4, 6 through 12, 14 and 16 shall survive the termination of this EULA.

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- (a) This EULA and all the policies referenced herein constitute the entire agreement between GCC and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of GCC.

- (b) The section titles in this EULA are provided solely for convenience and have no legal or contractual significance.
- (c) This EULA shall be governed by and interpreted under the laws of the State of Kansas, without regard to its conflicts of laws provisions. All actions relating to this EULA, the GCC Software or the Custom Content shall be brought in the competent court in the State of Kansas. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Notwithstanding this, you agree that GCC will still be allowed to apply for injunctive remedies (or an equivalent type of unilateral, non-monetary urgent legal relief) in any jurisdiction.
- (d) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- (e) If for any reason a court of competent jurisdiction finds any provision of his EULA or portion thereof, to be unenforceable, that provision of this EULA shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA shall continue in full force and effect. GCC reserves the right, at our discretion, to update or revise this EULA.
- (f) Except as required by law, the controlling language of this EULA is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.
- (g) You may not assign your rights under this EULA to any party without GCC's consent.
- (h) If any provision of this EULA shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this EULA and shall not affect the validity and enforceability of any remaining provisions.
- (i) Nothing in this EULA will be construed as creating a joint venture, partnership, employment or agency relationship between you and GCC, and you do not have any authority to create any obligation or make any representation on GCC's behalf.
- (j) If you have any questions about the Software, please visit our website at www.GCCKC.com.

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18. Software Questions, Comments, and Contact Information.

If you have any questions, complaints and/or claims, you may contact GCC at:

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