

9&10 News Express Subscriber Agreement

(including the 9&10 News Express [Privacy Policy](#))

1. GENERAL RULES AND DEFINITIONS

1.1 If you choose to use the 9&10 News Express service (the "Service"), you will be agreeing to abide by all of the terms and conditions of this Agreement between you and Heritage Broadcasting of Michigan ("9&10 News").

1.2 9&10 News may change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes via the Service, and/or on 9&10 News' web site, <http://www.9and10news.com>.

1.3 IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY CANCEL YOUR SUBSCRIPTION BY [CLICKING HERE](#) (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

1.4 9&10 News may change, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. 9&10 News may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

2. 9&10 NEWS EXPRESS CONTENT AND SUBSCRIBER SUBMISSIONS

2.1 The contents of the 9&10 News Express service are intended for your personal, noncommercial use. All materials published on 9&10 News Express (including, but not

limited to news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and owned or controlled by Heritage Broadcasting of Michigan, 9&10 News, or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service.

2.2 The Service and its Contents are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of this Agreement), create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Service (including software) in whole or in part. 9&10 NEWS FORBIDS, WITHOUT EXCEPTION, THE DISTRIBUTION OF THE SERVICE OR ITS CONTENTS IN ANY FORM TO NON-SUBSCRIBERS. FAILURE TO ADHERE TO THIS STIPULATION CONSTITUTES A BREACH OF THIS AGREEMENTS AND MAY RESULT IN A TERMINATION OF SERVICE.

2.3 You may archive or store a copy the Content and other downloadable items displayed on via the Service for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than for personal use is expressly prohibited without prior written permission from [Heritage Broadcasting of Michigan](#), or the copyright holder identified in the copyright notice contained in the Content.

2.4 Certain Content may be furnished by the Associated Press, which will not be liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising therefrom.

3. ACCESS AND AVAILABILITY OF LINKS TO WWW.9AND10NEWS.COM

3.1 9&10 News Express contains links to Heritage Broadcasting's World Wide Web Internet site, www.9and10news.com. By utilizing said links, you agree without exception to abide by the [Terms of Use](#) for that site.

4. ACCESS AND AVAILABILITY OF SERVICE AND LINKS

4.1 9&10 News Express contains links to other related World Wide Web Internet sites, resources, and sponsors of 9&10 News Express. Since 9&10 News is not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material. You hereby indemnify, defend and hold harmless Heritage Broadcasting and 9&10 News, and all officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of this Agreement or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. 9&10 News reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 Neither Heritage Broadcasting nor 9&10 News represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Service by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE SERVICE AND ALL DOWNLOADABLE SOFTWARE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK.

6. PRIVACY STATEMENT AND SUBSCRIBER QUESTIONS

6.1 By subscribing to this service, you agree to allow 9&10 News to collect and store, until the cancellation of service (see Section 10.1 of this Agreement) personal information, including but not limited to, county and state of residence, postal zip code, age, gender, household income, e-mail address, and occupation (referred to hence as the "Information").

6.2 All data collected as part of the Information is processed by employees of 9&10 News. 9&10 News restricts the access to this information to only those company employees involved in the production, marketing, and management of the Service.

6.3 You accept that 9&10 News will use this Information to send special e-mail notices to you on behalf of our advertisers, sponsors, or business partners. 9&10 NEWS WILL IN NOT SELL, PUBLISH, OR DISTRIBUTE THIS INFORMATION TO ANY THIRD PARTY WITHOUT FIRST NOTIFYING THE SUBSCRIBER AS DESCRIBED IN SECTION 1.2 OF THIS AGREEMENT (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE).

6.4 Heritage Broadcasting of Michigan will not publish or broadcast the Information via any of it's media outlets, including television and internet properties, nor will it publish the Information via any third party or affiliated media outlet.

6.5 9&10 News reserves the right to disclose information about your usage and demographics, provided that it will not reveal your personal identity in connection with the disclosure of such information, for the purpose of marketing the Service (e.g. A statement like "Fifty percent of our subscribers have a household income above \$20,000 per year").

6.6 Questions or comments concerning this or any portion of this agreement can be directed to 9&10 News' Online Managing Editor via e-mail at editor@9and10news.com.

7. FEES AND PAYMENTS

7.1. 9&10 NEWS EXPRESS IS A FREE SERVICE, PROVIDED TO SUBSCRIBERS AT NO CHARGE. 9&10 News reserves the right at any time to charge fees for access to portions of the Service or the Service as a whole. However, in no event will you be charged for access to the Service unless we obtain your prior agreement to pay such charges. Thus, if at any time 9&10 News requires a fee for portions of the Service that are now free, 9&10 News will give you advance notice of such fees and the opportunity to cancel the account before such charges are imposed. All new fees, if any, will be posted as described in section 1.2 of this Agreement. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any products or services offered for sale through the Service 9&10 News or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Service through your account.

8. COMMUNICATIONS BETWEEN 9&10 NEWS EXPRESS AND SUBSCRIBERS

8.1 9&10 News, its owners and assigns, reserve the right to provide to you, on behalf of its advertisers and business partners certain information about their products and services.

8.2 9&10 News reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Service.

8.3 9&10 News reserves the right to send electronic mail to you for the purpose of informing you about issues related to the programming and operation of its broadcast and internet properties, and to alert you of special news, weather, and promotional information.

9. SOFTWARE LICENSES

9.1 You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the Service ("Access Software"). You may not sublicense, assign or transfer any licenses granted by 9&10 News, and any attempt at such sublicense, assignment or transfer shall be null and void. You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Access Software.

10. TERMINATION

10.1 You may terminate your account at any time by using our interactive form at <http://www.9and10news.com/express/changesub.asp>. Upon canceling your account, you will receive an automatically generated confirmation message for EACH edition that you are canceling. You must reply to EACH of those confirmation messages in order to cancel your account. Your survey information will be deleted from our database after that.

10.2 9&10 News may, in its sole discretion, terminate or suspend your access to all or part of the Service for any reason, including, without limitation, breach or assignment of this Agreement.

11. MISCELLANEOUS

11.1 This Agreement has been made in and shall be construed and enforced in accordance with Michigan law. Any action to enforce this agreement shall be brought in the federal or state courts located in Michigan.

11.2 Official correspondence must be sent via postal mail to:

9&10 News Express E-mail Service
Attn: Online Managing Editor

P.O. Box 627
Cadillac, MI 49601

11.3 You agree to report any copyright violations of the Subscriber Agreement to 9&10 News as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the 9&10 News Express service, please notify 9&10 News' Online Managing Editor at the address above, or via e-mail at editor@9and10news.com.