Last updated: January 25th, 2013

THESE TERMS AND CONDITIONS DEAL WITH A NUMBER OF IMPORTANT ISSUES, INCLUDING THE PROTECTION OF COPYRIGHTED MATERIAL AND OTHER INTELLECTUAL PROPERTY, AND THE PRESENTATION, COLLECTION AND USE OF INFORMATION.

## Section 1. OVERVIEW.

(a) These Terms and Conditions apply to your use of this website, including related digital publications, bulletin boards, forums, social media and e-newsletters (the "Site") and, without limitation, (i) all websites owned and/or provided by Advantage Business Media LLC ("ABM" or "us"); (ii) all services offered through this Site and/or any other ABM website; (iii) all software offerings and applications owned and/or provided by ABM and/or available on or through this Site or any other ABM website; and (iv) all web pages, data, text, images, photographs, illustrations, graphics, audio, video and documents including articles, marketing materials, press releases and other information and content available on or through this Site or any ABM website (together with the Site, (i) through (iv), collectively the "Services"). These Terms and Conditions apply however you access the Site or the Services, including, without limitation, via a computer, tablet, smart-phone or other internet-abled device.

(b) If you have any questions about the use of materials on the Site, please read on; we hope that all of your questions will be answered. If you have additional questions, please contact us using the "Contact [1] Us" feature of the Site.

(c) By accessing and using the Site or the Services, you acknowledge that you have read and understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You do not have permission to use the Site or the Services if you do not accept and agree to be legally bound by all of these Terms & Conditions.

## Section 2. YOUR RELATIONSHIP WITH ABM.

(a) These Terms & Conditions explain how your agreement with ABM is made up, and sets out some of the terms of that agreement.

(b) Your agreement with ABM will also include the terms of any legal notices or privacy policies applicable to the Services, in addition to the Terms and Conditions. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible via that Service.

(c) The Terms and Conditions, together with the Additional Terms, form a legally binding agreement between you and ABM in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to as the "Terms".

(d) If there is any contradiction between what the Additional Terms say and what the Terms and Conditions say, then the Additional Terms shall control, in relation to that Service.

**Section 3. ACCEPTING THE TERMS.**

(a) In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

(b) You can accept the Terms by:

(i) clicking to accept or agree to the Terms, where this option is made available to you by ABM in the user interface for any Service; or

(ii) by actually using the Services. In this case, you understand and agree that ABM will treat your use of the Services as acceptance of the Terms.

(c) You may not use the Services and may not accept the Terms if (a) you are not of legal age or have the legal capacity to form a binding contract with ABM, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

**Section 4. SERVICES AVAILABLE ON THE SITE.**

(a) ABM may make certain Services available to individuals who register on the Site ("Registered Users") and general visitors to the Site ("Visitors") (Registered Users and Visitors are collectively referred to as "Users"). For example, Users may be able to register to receive a print publication or an e-mail newsletter or other digital publication, participate in forums or moderated discussions with other Users, post comments on a bulletin board, post and respond to classified ads, or enter a sweepstakes**.** Users may also access articles and perform research.

(b) ABM may make certain forums available on the Site that allow Registered Users the opportunity to participate in moderated discussions and to post information on bulletin boards. Registered Users who participate in ABM forums are solely responsible for the information and other content they post on and through ABM forums and should be aware that when they voluntarily disclose personal information (e.g., name, e-mail address, telephone number) on or through ABM forums, that such information is generally accessible to and may be collected and used by other Registered Users, as well as Visitors, and may result in unsolicited online and offline messages from such viewers. Registered Users are encouraged to exercise discretion when providing personal information about themselves in and through ABM forums.

(c) You acknowledge and agree that in connection with your use of the Site you must: (i) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (ii) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer,

tablet, smartphone or other Internet-enabled device software, a modem and a means of connecting to or accessing the Internet. ABM shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

**Section 5. PROPRIETARY RIGHTS.**

(a) You acknowledge and agree that ABM (or ABM's licensors) owns all legal right, title and interest in and to the Services and the Site, including any intellectual property rights which subsist in the Services or the Site (whether those rights happen to be registered or not, and wherever in the world those rights may exist). As between you and ABM (including our affiliates), we are the owner and/or authorized user of any trademark, and/or service mark appearing on the Site, and are the copyright owner or licensee of the content and/or information on the Site, unless otherwise indicated. Except as otherwise provided herein, use of the Site does not grant to you a license to any content, features or materials you may access on the Site. Nothing herein gives you a right to use any of ABMs trade names, trademarks, service marks, logos, domain names and other distinctive brand features. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the content or screens except as otherwise provided in the Terms, for any purpose.

(b) You may print one (1) copy of the information on the Site solely for your personal (non-commercial) use or records. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, service marks, other copyrightable material or any other intellectual property, by including them on the Site. You agree that you shall not remove, obscure or alter any proprietary rights notices including copyright and trade mark notices) which may be affixed to or contained within the Services.

**Section 6. NO ENDORSEMENT.**

ABM does not represent or warrant the truthfulness, accuracy or reliability of any material posted by others on or through the Site, nor does ABM endorse any opinions expressed by Users or others, such as comments in blogs or author recommendations regarding products or services. Users acknowledge that any reliance on material posted by others will be at their own risk. Any content placed on any discussion area by Users are the views of the User posting the statement, and do not represent the views of ABM.

**Section 7. USER INFORMATION.**

(a) In the course of your use of the Site, you may be asked to provide certain information about yourself to us ("User Information"). ABM information collection and use policies with respect to such User Information are set forth in the Privacy

Policy (Click Here [2] for Privacy Policy). You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

**Section 8. SUBMITTED MATERIAL.**

Any information or material that you submit or send to ABM or otherwise make available on or through the Site ("Your Material") will be deemed not to be confidential or secret. By submitting or otherwise making Your Material available on the Site, you agree and acknowledge that Your Material will not be treated as confidential or proprietary and represent and warrant that Your Material:

(a) Is original to you and that no other party has any rights to the material;

(b) Does not contain any content that is unlawful, threatening, harassing, profane, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another's privacy, or hateful;

(c) Does not contain a virus or other harmful component; and

(d) Does not contain, unless the specific Service allows, any advertising of any kind, or false or misleading indications of origin or statements of fact.

**Section 9. CONTENT LICENSE FROM YOU.**

(a) You retain copyright and any other rights you already hold in content which you submit, post or display on or through, the Services ("Content"). By submitting, posting or displaying the content you give ABM a perpetual, irrevocable, unrestricted, worldwide, royalty-free, fully sub-licensable and transferable, and non-exclusive right and license to reproduce, adapt, edit, modify, translate, publish, publicly perform, translate, create derivative works from, publicly display and distribute (in whole or in part) any Content which you submit, post or display on or through, the Services. This license is for the purpose of enabling ABM to provide, display, distribute and promote the Services. You also warrant that any "moral rights" in Your Material have been waived.

(b) Except where specifically restricted in a writing signed by ABM, you agree that this license includes a right for ABM to make such Content available to other companies, organizations or individuals with whom ABM has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

(c) You understand that ABM, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public or private networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ABM to take these actions.

(d) You also agree and acknowledge that any ideas, concepts, methods, systems, designs, plans, techniques or other similar materials that you submit or otherwise communicate to the Site, may be used by us in any manner.

(e) You confirm and warrant to ABM that you have all the rights, power, authority and capacity necessary to grant the above license.

(f) Other than the limited license set forth in in the Terms, ABM acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms and Conditions in or to any Content, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with ABM, you agree that you are responsible for protecting and enforcing those rights and that ABM has no obligation to do so on your behalf.

**Section 10. UNSOLICITED MATERIALS.**

Unless specifically requested, ABM does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by e-mail, or in any other way.

**Section 11. USE OF THE SERVICES BY YOU.**

(a) You warrant and agree that, while using the Site, you shall not:

(i) Upload, post or transmit to or distribute or otherwise publish through the Site any material that violates any provision of these Terms or any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software);

(ii) Restrict or inhibit any other User from using and enjoying the Site;

(iii) Constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability;

(iv) Impersonate, or misrepresent your affiliation with any other person or entity;

(v) Upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material);

(vi) Engage in spamming or flooding (you must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003);

(vii) Engage in any data-aggregation or collection of personally identifiable information, or use “robots” to collect any data whatsoever, from other users or

visitors or personnel from the Site or the Services;

(viii) Attempt to gain unauthorized access to other computer systems through the Site;

(ix) Post any content or images on the Site that contain pixel tags, beacons, clear GIFs or any other mechanism for obtaining User information or information regarding ABM without ABM's express written consent; or

(x) Use the Site or the Services in any way to develop a mailing list, listserv, or mailing service for any purpose without ABM's express written permission.

(b) Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under U.S. copyright laws.

(c) We have no obligation to monitor any content on or through the Site and we assume no obligation. You acknowledge and agree, however, that we do retain the right to monitor the Site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourselves or our Users. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms.

(d) You agree to defend, indemnify and hold ABM, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of Your Material on or through the Site by you.

**Section 12. ADVERTISEMENTS.**

(a) The Site may contain advertisements of third parties. The inclusion of advertisements on the Site does not imply endorsement of the advertised products or services by ABM.

(b) ABM shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Site. Further, ABM shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the Site. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

(c) The manner, mode and extent of advertising by ABM on the Services are subject to change without specific notice to you.

**Section 13. LINKS TO OTHER SITES.**

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by websites to which you may link from the Site ("Linked Sites"). Links to Linked Sites are provided as a convenience to you, and do not constitute an endorsement by or association with ABM of such sites or the content, products, advertising or other materials presented on such sites. ABM does not author, edit, or monitor these Linked Sites. You acknowledge and agree that ABM is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

**Section 14. DISCLAIMER OF WARRANTIES.**

(a) NOTHING IN THESE TERMS OF SERVICE SHALL EXCLUDE OR LIMIT ABM'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ABM DOES NOT WARRANT THAT THE SITE OR THE SERVICES, OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ABM MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ABM OR THROUGH THE SITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR SERVICES, OR ANY CONTENT OR FUNCTION THEREON, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**Section 15. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL ABM OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE

DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES, OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF ABM OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL ABM BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL LIABILITY OF ABM TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SITE OR THE SERVICES EXCEED, IN THE AGGREGATE, ANY FEE YOU MAY PAY TO ABM FOR YOUR ACCESS TO OR USE OF THE SITE OR THE SERVICES, AS APPLICABLE.

## Section 16. APPLICABLE LAWS.

(a) We control and operate the Site and the Services from our offices in the United States of America. We do not represent that materials on the Site or the Services are appropriate or available for use in other locations. Persons who choose to access the Site or the Services from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

(b) The Terms and the relationship between you and ABM shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. ABM may provide Services through subsidiaries and affiliated legal entities around the world. You and ABM agree that any cause of action that may arise under the Terms shall be commenced and be heard in the appropriate court in the State of Delaware. You and ABM each agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New Jersey. The failure of ABM to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Section 17. MODIFICATIONS TO THE SITE AND THE SERVICES.

We may change these Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of

availability. By using the Site following any modifications to the Terms, you agree to be bound by any such modifications to the Terms. We may also impose limits on certain features of the Site or the Services or restrict your access to part or all of the Site or the Services without notice or penalty.You acknowledge and agree that the form and nature of the Services which ABM provides may change from time to time without prior notice to you and that, except as otherwise agreed in writing by ABM, ABM may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Users generally at ABM sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform ABM when you stop using the Services. You acknowledge and agree that if ABM disables your access to the Services, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

**Section 18. DIGITAL MILLENNIUM COPYRIGHT ACT AGENT.**

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below with the subject line “Alleged Infringement”:

(a) Your address, telephone number, and e-mail address;

(b) A description of the copyrighted work that you claim has been infringed;

(c) A description of where the alleged infringing material is located;

(d) A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

(e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

(f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

**Section 19. LICENSED PLATFORM(S).**

ASSOCIATED PRESS TEXT, PHOTO, GRAPHIC, AUDIO AND/OR VIDEO MATERIAL SHALL NOT BE PUBLISHED, BROADCAST, REWRITTEN FOR BROADCAST OR PUBLICATION OR REDISTRIBUTED DIRECTLY OR INDIRECTLY IN ANY MEDIUM. NEITHER THESE AP MATERIALS NOR ANY PORTION THEREOF MAY BE STORED IN A COMPUTER EXCEPT FOR PERSONAL AND NON-COMMERCIAL USE. USERS MAY NOT DOWNLOAD OR REPRODUCE A SUBSTANTIAL PORTION OF THE AP MATERIAL FOUND ON THIS WEBSITE. AP 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 FOR ANY DAMAGES ARISING FROM ANY OF THE

FOREGOING.

**Section 20. TERMS OF USE FOR RSS FEEDS ON ABM WEBSITES.**

(a) You may use and link to the RSS Feeds provided via this Site provided that you comply with these terms of use:

(b) RSS Feeds provided via this Site consist of a selection of headlines, summaries and links to full news stories which can be delivered to desktops, newsreaders or other websites using a technology called XML (individually, an “RSS Feed” and collectively, the “RSS Feeds”). The RSS Feeds are protected by U.S. and international copyright laws. All rights in and to the RSS Feeds are reserved to ABM. The RSS Feeds are available for personal, noncommercial use and for noncommercial use on third party websites, weblogs and similar applications. But can only be used if written permission/consent is given from ABM.

(c) You may display, excerpt from, and link to the RSS Feeds on your website, weblog, or similar application for personal, noncommercial purposes, provided that (a) the links redirect the user to this Site when the user clicks on them, (b) you do not insert any intermediate page, splash page or other content between the links and the applicable web page on this Site, (c) the use or display does not suggest that ABM, this Site or any of their respective properties, services or products are endorsing your Website, its products or services nor are promoting or endorsing any third party causes, ideas, websites, products or services, (d) the meaning of the content contained in the RSS Feeds, including the headlines and summaries, is not changed or distorted, (e) you do not modify the news stories or other content that are linked to by the RSS Feeds; and (f) your Website does not contain material that could be construed as libelous, distasteful, offensive, harassing, obscene or criminal; or that infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights. If you display an RSS Feed on your Website, weblog or similar application, (a) you may not redistribute the RSS Feed, and (b) you must provide attribution to ABM and this Site adjacent to the RSS Feed by including this Site’s name and the words “News Headlines”; or this Site’s name in text adjacent to the RSS feed. Any use of ABM trademarks or service marks, or of the RSS Feeds requires the prior written permission of ABM. ABM reserves the right to discontinue providing RSS Feeds and to require that you cease accessing or using the RSS Feeds, or any content contained in the RSS Feeds at any time for any reason. You expressly and unconditionally accept and agree, without limitation or qualification, to the Terms by displaying, excerpting from, or linking to the RSS Feeds. For other RSS Feed-related requests, please e-mail abmprogrequests@advantagemedia.com.

**Section 21. CONTACT INFORMATION.**

**Copyright Agent**

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