



TERMS AND CONDITIONS

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YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS OF SERVICE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU’RE REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO **BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.**

PLEASE BE AWARE THAT THE DISPUTE RESOLUTION SECTION, FOUND AT THE END OF THIS AGREEMENT, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF TENNESSEE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in the Terms of Service (defined below) or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Service and any applicable Supplemental Terms are referred to herein as the "**Terms of Service**."

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME.

When changes are made, Company will make a new copy of the Terms of Service available at the site and any new Supplemental Terms will be made available from within, or through, the affected Service on the site. We will also update the "Last Updated" date at the top of the Terms of Service. If We make any material changes, and you have registered with Us to create an Account (as defined in the Registration section below) We will also send an e-mail to you at the last e-mail address you provided to Us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the site and/ or Services and will be effective thirty (30) days after posting notice of such changes on the site for existing users, provided that any material changes shall be effective for users who have an Account with Us upon the earlier of thirty (30) days after posting notice of such changes on the site or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in the Registration section below). We may require you to provide consent to the updated Terms in a specified manner before further use of the site and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the site and/or the Services. Otherwise, your continued use of the site and/or Services constitutes your acceptance of such change(s).

PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

1. Privacy Policy.

Please see Our privacy policy ("**Privacy Policy**") for additional terms that govern your use of this web site.

2. Access to This Site.

THIS SITE IS INTENDED FOR USERS EIGHTEEN (18) YEARS OF AGE OR OLDER. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, DO NOT USE OR ACCESS THIS SITE FOR ANY REASON AND PLEASE EXIT THIS SITE IMMEDIATELY. ASK YOUR PARENT OR GUARDIAN TO ACCESS THIS SITE FOR YOU.

To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be your correct, current, and complete information. If Our Company believes the information you provide is not correct, current, or complete or is an impersonation of someone else, We have the right to refuse you access to this site or any of its resources, to

terminate or suspend your access at any time, to deny any registration you have submitted, and delete any comments you have posted, all without prior notice.

3. Use of the Services and Company Properties. The Site, the Services, the Content (defined in the License to Use the Site section), and the information and content available on the site and in the Services (as these terms are defined herein) (collectively, the “**Company Properties**”) are protected by copyright laws throughout the world. Subject to the Terms of Service, Company grants you a limited license to reproduce portions of Company Properties for the sole purpose of using the Services for your personal or internal business purposes.

4. Registration.

(a) **Registering Your Account.** In order to access certain features of Company Properties you may be required to become a Registered User. For purposes of the Terms of Service, a “**Registered User**” is a user who has registered an account on the site (“**Account**”).

(b) **Security.** Any passwords used for the Account for this site are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password. We have the right to monitor your password and, at Our discretion, require you to change it. If you use a password that We consider insecure, We will have the right to require the password to be changed and/or terminate your Account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, We have the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Service, and We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting any Submission that is believed to violate these Terms of Service.

(c) **Registration Data.** In registering an account on the site and for any subsequent registration for an event help by Us, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Company Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Company immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use

of Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use Company Properties if you have been previously removed by Company, or if you have been previously banned from any of Company Properties.

(d) Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

5. Fees and Payment Terms.

(a) Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Company with a valid credit card (Visa, MasterCard, Discover or any other issuer accepted by Us). By providing Company with your credit card number and associated payment information, you agree that Company, and its third-party service providers for payment services, Spingo and, its provider, Stripe, as the third party service providers ("**Third Party Service Providers**") for payment services are authorized to immediately invoice your Account for all fees and charges due and payable to Company hereunder and that no additional notice or consent is required. You agree to immediately notify Company of any change in your billing address or the credit card used for payment hereunder. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting on Company Properties or by e-mail delivery to you.

(b) Taxes. If any Services, or payments for any Services, under the Terms of Service are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense We may incur in connection with such Sales Taxes. Upon Our request, you will provide Us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Company is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

(c) Withholding Taxes. You agree to make all payments of fees to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Company will be your sole responsibility, and you will provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as We may reasonably request, to establish that such taxes have been paid.

(d) Third Party Provider. The Company uses Spingo and its relationship with Stripe as the Third-Party Service Provider for payment services (e.g., card acceptance, merchant settlement, and related services). By paying any fee on the Company Properties, you agree to be bound by Spingo's and Stripe's Privacy

Policy and hereby consent and authorize the Company and its contracted providers to share any information and payment instructions you provide with Third Party Service Provider(s) to the minimum extent required to complete your transactions.

6. Payment. Charges to your credit card will appear as "Southern Hemp Marketplace, LLC."

7. License to Use the Site. Subject to your compliance with these Terms of Service, We or Our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the materials and content (collectively, the "**Content**") on this Site. This license does not allow you to resell or make any commercial use of the Site, its Contents or Our products sold through the Site; make any derivative use of any of Our Content; download, copy, or other use any account information for the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by Us or Our licensors, suppliers, publishers, rights-holders, or other content providers. No Content on this Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our prior express written consent. You may not misuse Our Content. You may use Our Site only as permitted by law and these Terms of Service. The licenses We have granted you terminate if you do not comply with these Terms of Service.

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14. Limitation of Liability.

(a) Disclaimer of Certain Damages.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH COMPANY PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF COMPANY PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE COMPANY PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO COMPANY PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

(b) Liability Cap.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF US AND OUR COMPANY PARTIES, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. Indemnity. You will indemnify and hold Us and Our subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the "**Indemnified Parties**") harmless from loss, damages, judgments, awards, costs, expenses, attorney's fees and expert witness fees (collectively, "**Losses**") relating to or arising out of: (i) any breach of these Terms of Service by you, including any use of Content other than as expressly authorized in these Terms of Service; (ii) your Submissions to, use of or inability to use, the Company Properties; (iii) your use of the products purchased on the site; or (iv) violation of any applicable laws, rules or regulations. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, attorney's fees and expert witness fees of the Indemnified Parties in connection therewith. You will also indemnify and

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17. Notice and Procedure for Making Claims of Copyright Infringement. If you believe that your copyrighted work has been used or displayed on Our Site in a way that constitutes copyright infringement, please report the alleged infringements by completing the following steps and by notifying Our designated agent ("**Designated Agent**") listed below. Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement should be sent **ONLY** to Our Designated Agent.

The Notification of Claimed Infringement must include the following:

- (a) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- (b) Identification of the copyrighted work (or works) that you claim has been infringed;
- (c) A description and identification of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the Site where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
- (d) A clear description of where the infringing material is located on Our site, including as applicable its URL, so that We can locate the material;
- (e) Your contact information, including your name, address, telephone number, and e-mail address;
- (f) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (g) 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.

Our agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

McLaughlin, PC
Attn: Matthew McLaughlin
1704 North State St.
Jackson, MS 39202

- 18. Information You May Not Post, Publish, etc.** You may not post, send, submit, publish, or transmit in connection with this site any material that:
- (a) you do not have the right to post, including proprietary material of any third party;
 - (b) advocates illegal activity or discusses an intent to commit an illegal act;
 - (c) is vulgar, obscene, pornographic, or indecent;
 - (d) does not pertain directly to this site;
 - (e) threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
 - (f) discriminates on the basis of race, color, religion, gender, mental or physical disabilities, sexual orientation, national origin, age, citizenship, military status or other protected status; partisan political organization; or groups limited to members of a single religious organization;
 - (g) seeks to exploit or harm any person by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
 - (h) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
 - (i) violates any law or may be considered to violate any law;
 - (j) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the Content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
 - (k) solicits funds, advertisers or sponsors;
 - (l) includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
 - (m) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
 - (n) includes MP3 format files;
 - (o) amounts to a 'pyramid' or similar scheme;
 - (p) disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
 - (q) contains hyperlinks to other sites that contain Content that falls within the descriptions set forth above.
 - (r) Although under no obligation to do so, We reserve the right to monitor use of this site to determine compliance with these Terms of Service, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the Content of your Submissions. You acknowledge and agree that neither We nor any third party that provides Content to Us will

assume or have any liability for any action or inaction by Us or such third party with respect to any Submission.

19. U.S. Law Applies. This site is intended for users located in the United States. It is up to you to determine whether accessing this site is legal where you are. You access this site at your own risk, and you are responsible for compliance with all applicable laws, rules, regulations and treaties.

20. Dispute Resolution. In the event of any claims, disputes, or other controversies arising out of, or relating to, these Terms of Service, the use of this site or information obtained through this site, or any other claims, disputes, or controversies arising out of or relating to this site, or any other World Wide Web site owned, operated, licensed, or controlled by Us (the “**Dispute**” and together the “**Disputes**”), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any mediator employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorney fees, to be paid by the party against whom enforcement is ordered.

THE REQUIREMENT TO ARBITRATE MEANS YOU ARE WAIVING ANY RIGHT TO A TRIAL BY JURY.

No party to any mediation or arbitration under this clause shall be required to participate in any mediation or arbitration proceeding that involves more than one adverse party. The mediation or arbitration of any Dispute shall not be joined or consolidated with the mediation or arbitration of any other Dispute, even if such other Dispute relates to, arises out of or raises similar factual or legal claims. Failure to insist on strict performance of any of these Terms of Service will not operate as a waiver of any subsequent default or failure of performance. No waiver by Us of any right under these Terms of Service will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. These Terms of Service will be governed and interpreted pursuant to the laws of Tennessee, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Tennessee in connection with any dispute between you and Us arising out of these Terms of Service or pertaining to the subject matter hereof. The parties to these Terms of Service each agree that the exclusive venue for any dispute between the parties

arising out of these Terms of Service or pertaining to the subject matter of these Terms of Service will be in the state and federal courts in Tennessee. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the site must be brought within two (2) years from the date on which such claim or action arose or accrued. If any part of these Terms of Service is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Service (including Our privacy policy) constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. We may revise these Terms of Service at any time by updating this posting.

21. Electronic Communications. The communications between you and Company use electronic means, whether you visit Company Properties or send Company e-mails, or whether Company posts notices on Company Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

22. Release. You hereby release Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) your use of Company Properties, including but not limited to, any interactions with or conduct of other users or third-party websites of any kind arising in connection with or as a result of the Terms of Service or your use of Company Properties; and (ii) any action taken by Us during or as a result of Our investigations and/or from any actions taken as a consequence of investigations by Us or others, including law enforcement authorities. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site or any Services provided hereunder.

23. How to Contact Us. If you have questions or concerns about these Terms of Service, the practices of this site, or if you are interested in reprinting any of the Content of this site, please contact Us at:

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