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Advocates illegal activity or discusses an intent to commit an illegal act

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Does not pertain directly to this site

Threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive

Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise

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Includes MP3 format files

Amounts to a 'pyramid' or similar scheme

Disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site

Contains hyper-links to other sites that contain content that falls within the descriptions set forth above

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# Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Company will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Company considers insecure, Company will be entitled 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, Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this agreement you waive and hold harmless company from any claims resulting from any action taken by company during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the company or law enforcement authorities.

#### PROTECTION OF PERSONAL DATA

Company wants to ensure Users understand its data protection policy and takes every precaution when collecting Users' personal and non-personal information. Company recommends the User reads its Privacy Policy for full details of Company 's policies regarding processing personal and private information.

Notwithstanding the above, the User is advised that Company will process their personal data to manage the business, commercial and/or contractual relationship between them and this relationship is the legal basis for the processing.

Company will process the data for as long as the business, commercial and/or contractual relationship lasts and once this has ended, for as long as it is required to do so under applicable law.

Company will not share data with third parties unless (i) it is required to do so by law; (ii) data is disclosed to courts or to the national security forces to enforce performance of contractual obligation

#### PRICES AND PAYMENTS

By making a payment via the Website the User represents and warrants to Company that they are authorized have the necessary permission or right to use the Method of Payment. The User authorizes Company to invoice payments that apply to the User's account periodically when they become due, to the stated Method of Payment. The User is solely responsible for any withholdings, commissions and/or returned payments and if applicable, must compensate for that circumstance and choose an alternative method of payment.

All payments are processed through an external services provider that is responsible for charging payments to the User's Method of Payment on behalf of Company.

All applicable taxes will be charged to the User's Method of Payment when the payment is processed. Company does not assume liability for any additional charges that may be applied by the User's Method of Payment provider for any item, including, but not limited to, exchange rates or any other applicable taxes and charges.

All prices shown on the Website are stated in American Dollars. Company reserves the right to change any price and/or to offer special promotions at any time. All changes will be published on the Website. Any User who does not accept the price change will be able to delete their account before the price change takes effect. Notwithstanding the above, the User must pay all charges,

fees and costs relating to taxes, currency exchange rates and any other charges that apply to purchases made on the Website.

## Claims of copyright infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by COMPANY infringe your copyright, you, or your agent may send to COMPANY a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon COMPANY actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to COMPANY a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details.

### **Dispute Resolution**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of laws of Florida, United States of America, If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

#### **Class Action Waiver**

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class

action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

# Severability

If any clause within the Terms of Service (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from the Terms of Service, and the remainder of these Terms of Service will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, the dispute will be decided by a court.

#### **FORCE MAJEURE**

If any of the parties is unable to perform any of its obligations under these Terms and Conditions or enjoy any of the services due to a natural disaster, acts of terrorism, fire, explosion, power cut, earthquake, flood, strike, freezing order on necessary assets, industrial disputes, acts of civil or military authority, war, other acts of God, acts or omissions of transport service providers or service providers, acts of government or regulatory bodies, acts or decrees of government agencies and/or failures in electronic communication services not attributable to the affected Party or other events beyond that Party's control ("Force Majeure Event") the affected Party shall notify the other party immediately and shall do everything possible to resume performance its obligations.

Following receipt of such notice, all obligations under these Terms and Conditions will be suspended. If a Party is in breach of their obligations for more than seven (7) days from receipt of a notice of a Force Majeure Event, the Party that is not prevented from performing its obligations may terminate their relationship with the Party affected by the Force Majeure Event with immediate effect by giving written notice.

### Miscellaneous

These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions, such as our Privacy

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