

EXHIBIT 18

Terms of Service

Our Agreement

Hotfile provides an online file hosting service (the "Service"). Our Service allows you to store and access files of all kinds online. You may also share your files with others, by providing them with a unique Internet address (a URL) that is automatically created for every file you store using the Service. These Terms of Service are an agreement between you and Hotfile regarding your use of the Hotfile Service. Hotfile provides the Service subject to these Terms of Service. These Terms of Service may be revised from time to time. By using the Service, you agree to be bound and to abide by the most recent version of these Terms of Service. The Terms of Service were last updated on 19th day of July, year 2010. Some Hotfile services and accounts have additional terms and conditions ("Additional Terms"). Where Additional Terms apply to a service or account, we will make them available for you to read through your use of that service or account. By using the services or account, you agree to be bound and to abide by the most recent version of Additional Terms. As used in these Terms of Service, "Hotfile" means Hotfile Corporation, and "user" means any user of the Hotfile Service, including but not limited to any "Premium" account holder, "Affiliate", or "Reseller." We explain these terms in more detail below.

The Hotfile Service

Hotfile offers access to the main components of the Service free of charge. Hotfile also provides certain Premium services, for which a subscription fee is charged. In addition, Hotfile provides certain support services to Affiliates and Resellers. Hotfile may change the Service at any time, with or without notice. Changes may result in the addition, elimination, or modification of any feature of the Service. Hotfile may also stop providing the Service at any time. Hotfile may, in its discretion, refuse to provide the Service to anyone for any legally permissible reason. Hotfile may terminate any user's account or access to the Service for: (1) violating these Terms of Service, the Hotfile [Intellectual Property and Rights Policy](#), [Privacy Policy](#), or any other Hotfile policies, terms or conditions; (2) failure to pay for services or to discharge any other debt or obligation to Hotfile; (3) if Hotfile cannot establish authenticity of the information given by a user; (4) Hotfile reasonably believes that actions of a user may result in legal liability for that user, other users of Hotfile, or Hotfile; or (5) for any other legally permissible reason. You agree that, except as otherwise be provided herein, Hotfile is not responsible to you or any third party for the termination of your account or your access to the Service. You understand and agree that the Service is provided to you on an "as is" and "as available" basis. You understand and agree that Hotfile will have no liability for the availability, timeliness, or reliability of the Service.

Conditions On Use of the Service

Hotfile grants you permission to access and use the Service as set forth in these Terms of Service, and in exchange you agree as follows:

1. You will abide by these Terms of Service, as well as Hotfile's Intellectual Property and Rights Policy and Privacy Policy.
2. You will not use the Service for any illegal purpose, in any manner that is illegal, or in any other manner that could damage, disable, overburden or impair the Service;
3. You will not defeat or interfere with any security feature of the Service;
4. You will not alter or modify any content uploaded or stored using the Service, other than content you have uploaded;
5. You will not use any automated system, software, or device to index, compile, collect or copy any content residing on servers used by the Service;
6. You will not collect or harvest any personally identifiable information, including without limitation account names or e-mail addresses, from the Service; and
7. You will not upload, store, share links to, or make available through the Service any material that contains software viruses or any other computer code designed to interfere with the functioning of any computer software or hardware or telecommunications equipment.

You understand and agree that Hotfile may immediately terminate the account of, or suspend or terminate access to the Service by, a

user that violates any of these prohibitions.

Your Use of the Service

You acknowledge and agree that you are solely responsible for the content that you upload, store or share with others using the Service (collectively "User Content"), and for the consequences of uploading, storing or sharing any User Content. You agree that you will not use the Service to upload, store, or share User Content that you did not create or that you do not have permission to upload, store, and share. You promise that you have all intellectual property rights (including without limitation copyright and trademark rights), licenses, and permissions that may be needed to upload, store, or share your User Content. By uploading, storing, or sharing any User Content, you promise that doing so does not infringe any intellectual property rights of another person. You agree that you will not use the Service or the Site to post, transmit, or share child pornography. The use of the Service or the Site to publish or transmit child pornography will not be tolerated. If identified, it will be reported to law enforcement authorities, and will result in termination of your account. You agree that you will not use the Service or the Site to post, transmit, or share User Content that is any of the following:

- obscene;
- defamatory
- invasive of the privacy of another person
- graphically violent or likely to incite imminent violence
- advocating or promoting terrorism
- offering or facilitating illegal sales of weapons
- racist
- physically threatening or intimidating
- intended for any illegal purpose

By uploading, storing, or sharing User Content, you promise that it does not fall into any of these prohibited categories. You understand and agree that Hotfile may immediately suspend access to, terminate or remove, without notice, any account or content that violates any of these prohibitions. You agree that you will comply with all applicable terms, conditions, and rules regarding the use of any website, forum, or service in or through which any link to content uploaded and stored using the Service is posted or distributed. You understand and agree that failure to do so may result in the suspension or termination of your account or of access to the Service. You understand that Hotfile does not promise that User Content you upload, store, or share using the Service will be maintained by Hotfile. You are solely responsible for creating backup copies of and replacing any and all User Content, at your own cost and expense. You agree that Hotfile has no responsibility or liability for the deletion of, or the failure to store or to transmit, any User Content. Hotfile retains the right to create and revise limits on use, storage, upload and download speeds, sharing, maximum number and duration of look-ups or downloads, and any other aspect of the Service, at its sole discretion and at any time, with or without notice.

Registration and Account Information

As part of the Hotfile Service, you may choose to register with Hotfile. To register, you must submit a valid e-mail address and create a user name and password. Registering allows you to upload using your account, and to delete uploads without having to save the deletion links generated for each upload. Registered users have access to our file manager feature, which allows you to organize your files into folders, and generate links to folders that contain multiple files. Registered users also have access to other special features of the Service, such as our FTP uploading and remote uploading. You will be required to register with Hotfile in order to become an Affiliate. To become an Affiliate, you will also need to provide information necessary to permit Hotfile to deliver payments to you. You will also be required to register with Hotfile in order to become a Reseller. When you sign up for a Premium account on the Hotfile website, you will need to submit payment information and a valid e-mail address to PayPal. (Other payment services can be used if you sign up through a Reseller.) Your e-mail address will be provided to Hotfile, which will send a user name and password to your e-mail address. (You can change the user name and password later, if you want.) You promise that the information you provide in registering with Hotfile or signing up as a Premium user, Affiliate, or Reseller will be accurate and complete. You agree to update that information as necessary to ensure that it remains accurate and complete at all times. If you register, you will have an account with Hotfile. As a user, your account will provide you with information regarding your use of the Service, and with the access to special features of the Service (as mentioned above). As an Affiliate or a Reseller, your account will provide you with access to information concerning your Affiliate or Reseller activities. In particular, Affiliates have access to statistics regarding the number of downloads of their files, and the earnings resulting from their participation in our Affiliate program. Affiliates who have referred other Affiliates to the Service have access to a list of referred Affiliates (usernames only), and the funds earned from referred Affiliates. You will also have the ability to revise your account information (specifically, your user name,

e-mail, and payment information). You understand that permitting others to have access to your Hotfile account may result in the disclosure of your personal information, and of information provided to you by Hotfile. It may also result in another person having the ability to alter your account information. This could result, for example, in the unauthorized use of your account for uploading, storing, or sharing content, or in the redirection of payments. You therefore agree that you will keep the information used to access your Hotfile account confidential. You understand and agree that you will be responsible for any and all consequences of your disclosure of the information used to access your Hotfile account, and that Hotfile will have no liability for such consequences. You also agree that any disclosure of the information used to access your Hotfile account to any third party, without the express, written consent of Hotfile, may result in the suspension or termination of your account and of your access to the Service, with or without notice. You promise to notify Hotfile immediately in the event of any disclosure to a third party of the information used to access your Hotfile account, of any unauthorized use of your account, or if you become aware of circumstances indicating any unauthorized use of your account. You may provide notice by sending an e-mail to **abuse@hotfile.com**. Hotfile does not allow multiple accounts for one user. You agree not to register multiple accounts as a single user. You understand and agree that if Hotfile determines that a single user has multiple accounts, those accounts may be terminated. Hotfile does not allow sharing of Premium accounts (multiple users accessing or using a single Premium account). You agree not to share any Premium account. You understand and agree that if Hotfile determines that a single Premium account is being accessed or used by multiple users, the account may be terminated and the users may be denied access to the Service.

Rights to Content, Software and Other Materials

Except for User Content, all content and components of the Service, including without limitation, the software, graphics, interactive features, trademarks, service marks, logos, and other content ("Hotfile Materials") are owned by or licensed to Hotfile. Hotfile reserves all rights to the Hotfile Materials not expressly granted to you by these Terms of Service. You may access and use the Hotfile Materials as necessary to upload, store, or provide links to your User Content. You may not otherwise use, reproduce, distribute, or display any Hotfile Materials. You may not alter or modify any Hotfile Materials. By uploading, storing, or providing links to any file using the Hotfile Service, you give Hotfile permission to maintain that file on servers used by the Service, to permit access to the file to anyone using a link to it, and to make copies of the file as Hotfile deems necessary to facilitate the Service. You retain any and all other rights to your User Content. Hotfile will not reproduce, distribute, display or exploit any User Content except at your direction as part of the Service, or as Hotfile otherwise deems necessary to comply with any legal obligation.

Objectionable or Inappropriate Content

Hotfile will not routinely screen, monitor, review or revise User Content uploaded, stored, or shared using the Service. However, Hotfile may review any such content, and Hotfile reserves the right to refuse to accept, store, or permit the sharing of any User Content, to remove any User Content from the Service, and to prevent the uploading, storage, or sharing of any User Content. Hotfile does not endorse or support any User Content. Hotfile does not guarantee the accuracy or reliability of any User Content. Hotfile does not guarantee that User Content does not infringe third party rights, including intellectual property rights. Hotfile does not guarantee that User Content will not be harmful or offensive. Hotfile does not guarantee that User Content will comply with these Terms of Service. You acknowledge that any use of or reliance on User Content obtained through the Service will be at your own risk. If you become aware of any User Content that you believe violates these Terms of Service, or that is otherwise objectionable, you may inform Hotfile. If you believe that User Content violates copyright or trademark law, please submit a notice in accordance with Hotfile's [Intellectual Property and Rights Policy](#). If you believe that User Content is otherwise objectionable, submit your notice by clicking [here](#), or send it by e-mail to **abuse@hotfile.com**. Hotfile may remove or disable access to the User Content if, in Hotfile's judgment, it is appropriate to do so. However, please understand that deciding whether User Content is objectionable often requires the exercise of judgment, and that Hotfile is not legally responsible for content that it does not originate. Hotfile reserves the right to access, review, preserve, and disclose any User Content, as it reasonably believes is necessary to do any of the following: (1) satisfy any applicable law, regulation, legal process or governmental request; (2) enforce these Terms of Service; (3) detect, prevent, or otherwise address fraud, security or technical issues; (4) respond to user support requests; or (5) protect the rights, property or safety of Hotfile, its users and the public. You agree that Hotfile will not be liable for exercising or failing to exercise any of these rights.

Premium Account Service

If you sign up for a Premium account, you will receive certain benefits not provided to users of Hotfile's free service. Those benefits are described on [Hotfile's website](#). Hotfile charges a fee for providing a Premium account. The fees may vary depending on the duration of the account, the benefits provided, and other factors. You agree that Hotfile has the right to revise the benefits provided to Premium account holders and the fees charged for any type of Premium account, with or without prior notice. However, Hotfile will not substantially reduce the benefits provided nor change the fees charged to any user during the period for which that user has previously signed up and paid for a Premium account. Hotfile may also begin charging fees for services currently provided for free, at any time, with or without prior notice.

Affiliates

Affiliates who establish accounts with Hotfile will be paid in accordance with Hotfile's [Affiliate Terms and Conditions](#). By becoming an Affiliate, you also agree to comply with Hotfile's [Intellectual Property and Rights Policy](#) and [Privacy Policy](#).

Resellers

Resellers who establish accounts with Hotfile will be offered Premium accounts for resale in accordance with Hotfile's [Reseller Terms and Conditions](#). By becoming a Reseller, you also agree to comply with Hotfile's [Intellectual Property and Rights Policy](#) and [Privacy Policy](#).

Advertising

Advertising served by Hotfile itself or by Hotfile in cooperation with a third party ("Hotfile Advertising") may appear on the Hotfile website or in communications sent by Hotfile. You understand and agree that all revenue resulting from Hotfile Advertising will be paid exclusively to Hotfile, and that you have no right to or interest in any such revenue. You understand that Hotfile is not responsible for the textual, visual, or technological features or the content of advertisements that appear on the Hotfile website or in Hotfile communications, other than advertisements created and served directly by Hotfile (if any). By using the Service, you agree that Hotfile will not be liable for any Hotfile Advertising that it does not create and serve.

Limitation of Warranties or Guarantees and Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOTFILE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HOTFILE DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICE OR OF ANY CONTENT MADE AVAILABLE THROUGH THE SERVICE. In particular, and without limitation, Hotfile gives no warranty or guarantee that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure, or error-free; (3) the results that may be obtained from the use of the Service will be accurate or reliable; (4) the quality of any products, services, information, or other material obtained by you through the Service will meet your expectations; (5) any errors in the components or contents of the Service will be corrected; or (6) that the Service is free of viruses or other harmful components. YOU UNDERSTAND AND AGREE THAT HOTFILE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, INTEREST OR APPRECIATION, LOSS OF GOODWILL, OR HARM TO REPUTATION, OR FOR ANY INTANGIBLE LOSSES RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE OR ANY DATA UPLOADED, STORED OR MADE AVAILABLE THROUGH THE SERVICE, WHETHER OR NOT HOTFILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOU UNDERSTAND AND AGREE THAT THE MAXIMUM LIABILITY OF HOTFILE ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE WILL NOT EXCEED THE AMOUNT PAID BY YOU TO HOTFILE, OR OWED BY HOTFILE TO YOU, PURSUANT TO THESE TERMS OF SERVICE AND THE OTHER TERMS AND CONDITIONS THEY INCORPORATE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations on liability and damages set forth above may not apply to you.

Indemnification

You agree to hold harmless and indemnify Hotfile, and its affiliates, officers, directors, employees, agents, and affiliates, from and against any third-party claim arising from or in any way related to your use of the Service, including any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, or other liabilities of any kind. Hotfile will make reasonable efforts to provide you with written notice of any such claim, suit or action, but the failure of Hotfile to provide such notice will not relieve you of these obligations.

General Terms and Conditions

Choice of Law. The agreement created by these Terms of Service, and any dispute arising from or relating to these Terms of Service or the provision or use of the Service, will be governed by the laws of the State of California and the United States of America, without giving effect to their conflict of laws provisions. Arbitration. The parties agree to submit to binding arbitration any action, proceeding, claim or counterclaim brought by either of the parties against the other arising out of or related to these terms of service or the provision or use of the service ("Claim"). THE PARTIES EXPRESSLY WAIVE THE RIGHT TO PROCEED IN ANY COURT OR OTHER GOVERNMENT

TRIBUNAL AND THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM. The arbitration will be conducted in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Rules") in effect at the time of the arbitration. In the event of any conflict between this Agreement and the UNCITRAL Rules, this Agreement will control. There will be a single arbitrator. The arbitrator will be selected as follows: (1) each party will propose three potential arbitrators; (2) the parties will confer with each other in a good faith effort to agree on an arbitrator selected from one or both of the parties' lists; (3) if an arbitrator is not selected by the parties within thirty days, the International Centre for Dispute Resolution ("ICDR") shall make the selection from its list of available neutrals. The language of the mediation and any arbitration will be English. The award in any arbitration shall be rendered within twelve months of the commencement of the arbitration, unless the parties agree to a longer period of time for the arbitration. The parties will, at a minimum, exchange all documents upon which they intend to rely in the arbitration, within sixty days of commencement of the arbitration. The arbitrator will have the power to require either party to provide the other with additional documents, as reasonably necessary for either party to assert its claims or defenses in the arbitration. The arbitrator will award costs and expenses, including reasonable attorneys' fees, to the prevailing party, if any. Prior to any award of costs and expenses by the arbitrator, all costs and expenses of the arbitrator or of the ICDR shall be borne by the parties equally, and each party shall bear the costs and expenses (including of its own counsel, experts and witnesses) involved in preparing and presenting its case. Limitation on Untimely Claims Against Hotfile. Any claim based on the provision of, access or denial of access to, or suspension or termination of the Service or of any account offered by Hotfile must be given within twelve months from the occurrence of the events on which the claim is based. You understand and agree that, by using the Service, you waive any claim notice of which is not provided in accordance with these Terms of Service, to the maximum extent permitted by the law. No Waiver. The failure or inability of Hotfile to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. The failure or inability of Hotfile to take action to address any violation of these Terms of Service will not deprive Hotfile of the right to take measures to address any subsequent or similar violations. Relationship of Hotfile and its Users. Hotfile and its users are independent contractors. Neither the provision or use of the Service nor these Terms of Service create any other legal relationship. Assignment. Hotfile may assign its rights and obligations under these Terms of Service to any third party that acquires an interest in Hotfile, and may delegate obligations under these Terms of Service to third parties retained by Hotfile. No user may transfer or assign any rights or duties under these Terms of Service to any other person or entity, and any purported transfer or assignment of such rights or duties shall be void. Severability. If any provision of these Terms of Service is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and all other provisions of these Terms of Service will remain in effect. Non-Competition. By access or using the Service, you represent that you are not a competitor of Hotfile, and you promise to not use the information received through the use of the Service for the purpose of competing with Hotfile. Entire Agreement. These Terms of Service, together with Hotfile's Intellectual Property and Rights Policy and Privacy Policy, and, to the extent applicable, Hotfile's Affiliate Terms and Conditions and/or Reseller Terms and Conditions, constitute the entire agreement between you and Hotfile and govern your use of the Service, superseding any prior discussions or agreements between you and Hotfile.

AFFILIATE TERMS & CONDITIONS

By becoming a Hotfile Affiliate, you agree to the Terms of Service and the following additional terms and conditions ("Affiliate Terms"):

1. Premium Referrals: You will be paid five percent (5%) of the total price of the first Premium account purchased by anyone who comes to Hotfile from your website. In order to be consider as having come from your website, users must follow a clickable link that leads directly to content stored using the Hotfile Service.
2. Affiliate Referrals: You will be paid twenty percent (20%) of the income received by Affiliates who sign up as Hotfile Affiliates as the result of clicking a referral link generated using the "My Referrals" page in your Hotfile Affiliate Account.
3. Downloads: You may be paid for downloads of files that you have uploaded and stored using the Hotfile Service. Whether you receive payment and the amount of payment you receive will depend on your Affiliate status (Copper, Bronze, Silver, Gold, Platinum), the number of downloads, and the amount of data downloaded. Your Affiliate status depends mainly on your conversion ratio, which includes (1) the ratio of the number of users that downloaded your files to the number of those users that sign up for Premium accounts, and (2) the ratio of the number of uploaded files to the number of downloads. Payment will be made in accordance with the "Earnings Table" on the Hotfile Affiliates Page.
4. Downloads are counted only if initiated by users in the following countries: Australia, Austria, Bahrain, Belgium, Brazil, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Italy, Hungary, Japan, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, New Zealand, Norway, Portugal, Netherlands, Oman, Poland, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, Slovenia, Spain, South Africa, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom, or United States.
5. Hotfile will count every successfully completed download, but if a Premium account holder downloads a file more than once, that will be counted as a single download. This doesn't apply for free users' downloads—their downloads are counted without limitations (i.e., multiple downloads for a file from same IP address are counted).

6. File copies and different download links are supported. After you upload a file you will be able to create and store copies of it. Automated backup is provided for all uploads, so that files won't be lost.
7. Maximum download speeds are as follows: 128KB/S for users of Hotfile's free service, and effectively unlimited download speed for Premium account holders.
8. Amounts due to affiliates are paid every Monday. Minimum payment amount is US \$15. If less than US \$15 is due on any Monday, payment will not be made until the amount due is at least US \$15. Payments are sent automatically. (You don't need to do anything.)
9. Statistics of downloads and revenues are provided through your Affiliate Account.
10. Hotfile may suspend or terminate an Affiliate Account for any violation of the Hotfile Terms of Service. Hotfile may also terminate an Affiliate Account for any other reason that Hotfile determines, in its discretion, warrants termination. On the second Monday following termination of an Affiliate Account, Hotfile will pay all amounts still owed to the Affiliate, unless payment would be inconsistent with any applicable law or regulation.

From time to time, we may change these Affiliate Terms. If we change these Affiliate Terms, we will inform you by posting the revised Affiliate Terms on the Hotfile Service. Those changes will go into effect on the Revision Date shown in the revised Affiliate Terms. By continuing to use the Hotfile Service, you agree to the revised Affiliate Terms. The Affiliate Terms were last updated on 19th day of July, year 2010.

RESELLER TERMS AND CONDITIONS

By becoming a Hotfile Reseller, you agree to the Terms of Service and the following additional terms and conditions ("Reseller Terms"): Upon establishing a Hotfile Reseller account, you can buy Premium accounts from Hotfile at a discount, and sell them for a price that you determine will be good for you and your customers. The initial discount for all our Resellers is twenty percent (20%). In other words, we will sell a Premium account to you at twenty percent less than the price of that account as advertised on Hotfile's website. Payment to Hotfile for Premium accounts must be made through one of our approved payment services (Paypal, Webmoney, or Epassporte). Resellers may then sell Premium accounts via any billing methods they are entitled to use. In order to establish a Hotfile Reseller account, you will need to load your Reseller account with at least \$100. To establish a Hotfile Reseller account and become a Reseller, send an e-mail to reseller@hotfile.com including the following information:

1. Your name;
2. Your country of origin;
3. Country or countries where you plan to sell our accounts;
4. What kind of payment methods you can accept;
5. How many accounts you think you can sell weekly;
6. Your username at Hotfile.com (if you don't have one, register a free account); and
7. URL of the site where you plan to sell our accounts.

Please note that if you have a website, you can be listed as a Reseller on Hotfile's [Reseller Page](#). If you provide your website and the country or countries you serve, and if you are approved as a Reseller, Hotfile will list you on the Reseller Page unless you ask not to be listed. If you're approved as a reseller, you will receive an e-mail confirmation with additional information. From time to time, we may change these Reseller Terms. If we change these Reseller Terms, we will inform you by posting the revised Reseller Terms on the Hotfile Service. Those changes will go into effect on the Revision Date shown in the revised Reseller Terms. By continuing to use the Hotfile Service, you agree to the revised Reseller Terms. The Reseller Terms were last updated on 19th day of July, year 2010.

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