

# Exhibit 14

Website language:

English



## About us

We are the longest standing P2P service in the world. Work on iMesh began in 1998, with the introduction of the first iMesh in 1999 - slightly after the original Napster.

We were the first to introduce many technologies to the P2P world, such as multi source downloads (known today as Swarming), effective resumes, video downloads, offline searches and more.

In July 2004, we made history being the first (and thus far the only) file sharing service to announce an agreement with the US major record labels. Today, we are leading the revolution once again, being the first company to offer authorized file sharing service. This new service blends free file sharing with authorized content, a vibrant community and more.

Can you guess what we'll do tomorrow?

[Home](#) | [Community](#) | [Support](#) | [Forums](#) | [For Parents](#) | [Contact Us](#) | [About Us](#)  
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Website language:

English



## **IMESH TERMS AND CONDITIONS**

**Effective as of September 1, 2005**

These terms constitute your license agreement. Please read it and don't wait for the movie version. This is a legal contract between you and iMesh, Inc. ("iMesh") that governs your use of iMesh's online music services available at <http://www.imesh.com> consisting of the iMesh subscription service (the "Subscription Service"), the iMesh Personalization Services (the "Personalization Service") and the iMesh download sales service (the "Download Service", together with the Subscription Service and Personalization Services, constitute the "Service"). This document, together with all updates, additional terms, software licenses and all of iMesh's rules and policies, collectively constitute the "Agreement" between you and iMesh. We recommend you grab a glass of water before reading the rest. To agree to these terms, click "AGREE" where indicated. If you do not agree to these terms, do not click "AGREE," and do not use the Service. If you're not sure, think about it a little and then decide. But you have to decide. Our lawyers worked hard to make this contract understandable. We wanted to take this opportunity and say "Thank you".

**Let's go. Stand clear of the closing doors.**

### **AGE REQUIREMENT**

This Service is available for individuals aged 13 years or older. You must, however, be at least 18 years of age to enter into this Agreement on your own behalf and to register for use of the Service. If you are under 18 but at least 13 years of age, you must present this Agreement to your parent or legal guardian, and he or she must click "AGREE" to enter into this Agreement on your behalf. Children under the age of 13 may not register for this Service, and parents or legal guardians may not register on their behalf. By clicking "AGREE", you represent that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering on behalf of your child or a child in your legal care. If you are a parent or guardian entering this Agreement for the benefit of your child, please be aware that you are fully responsible for his or her use of the Service, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not click "AGREE" and do not attempt to access the Service. If you check this Agreement for one service, you take full and absolute responsibility for all compliance with all changes or alterations to the Service, including monthly charges and other fees that will be applied if the Service is changed. iMesh does not have to seek separate approval for each charge, fee, Download (as defined below), upgrade or change in software. Parents or adults entering into this Agreement on behalf of a minor are specifically referred to the "Explicit Content" section below, and to become familiar with our filtering features.

### **DESCRIPTION OF SERVICE**

The Service allows you to find and listen to Samples (as defined below) and obtain downloads of sound recordings and related digital content ("Song(s)"). To access the Service, you will need to install or activate from time to time the iMesh proprietary (isn't this a cool word?) software application and you may also be required to install other software(s) made available through the Service. You may also need to install certain third-party software. (collectively this software is called the "Software")- You are responsible for any hardware, systems and/or software program(s) you use and any costs to connect to or use the Internet, or power your computer. Drink milk.

By now you are probably asking yourself, "what is a Sample?" Well, here it is - a

"Sample" is a portion of a Song or, in some cases, an entire Song that you can play directly from and while logged on to the Service on a promotional basis at no cost to you. You may play as many samples as you want. In fact, you can even go to bed listening to these Samples. You may not attempt (or support others' attempts) to capture, copy, or download a Sample. Please be nice to our Samples, they are very sensitive. The Service, the Software and the Songs are only for your personal, non-commercial use.

The Download Service is free to access but entails a fee every time you purchase a Song.

The Subscription Service is free during the introductory period. Upon expiration of the introductory period, we'll ask you to reach for your credit/debit card and pay. If you decide not to make the payment at the end of the introductory period, we will still offer you a lot of free content but the iMesh premium ("iMesh Premium") content, which you may recognize in the iMesh application, will no longer be playable. If you decide to subscribe to the Subscription Service, thereby gaining access to all the iMesh Premium content, you will be charged on a recurring basis for your continued Subscription Service membership at iMesh's standard rates. As a subscriber, you may download an unlimited number of Songs while your Subscription Service is current. If iMesh does not receive the payment of your Subscription Service fee on a timely basis for any given month, your Subscription Service will be suspended, your downloaded Songs through the Subscription Service will be inaccessible for as long as your Subscription Service is suspended. The content you downloaded for free (non Premium content) will remain accessible while your Subscription Service is suspended.

#### **USE OF SERVICE**

Once you have downloaded a Song via the Subscription Service, you may save that Song to the hard drives of up to 3 of your personal computers and play back at any time and as many times as you want. You may not share downloaded Songs with anyone else. Any security technology that is provided with a Song is an inseparable part of the Song. Please don't try to separate them. They really like each other.

If you have purchased/permanently downloaded Songs, it is your responsibility not to lose, destroy or damage them. iMesh shall have no liability to you in the event of any such loss, destruction, or damage of Songs. You may burn each playlist of Permanent Downloads to a CD up to seven times as part of any particular playlist of songs. A "playlist" is a discrete group of Permanent Downloads that are arranged together in a particular order. You may copy each Permanent Download to up to five personal computers. You may transfer a Permanent Download an unlimited number of times to compatible portable devices that adhere to the Usage Rules and security requirements. Once you have transferred a Permanent Download to a compatible portable device, you agree not to copy, distribute, or transfer it from that device to any other media or device. You may burn a single Permanent Download to a CD or a device an unlimited number of times. Once you have burned a Permanent Download to a CD, you agree not to copy, distribute, or transfer the track from that CD to any other media or device. If you have transferred a Song to a compatible portable device as per the Download Service, you agree not to copy, distribute, or transfer it from that device to any other media or device. The burning or transfer capabilities provided for herein shall not operate to waive or limit any rights of the copyright owners in the Songs or any works embodied in them. Don't cheat.

**Permanent Download Fees.** Permanent Downloads may be purchased individually, collectively as albums, or, in some cases, only in the form of an album. However, each purchase of a Permanent Download shall be deemed a final, nonrefundable sale. You do not need to be a subscriber to the Subscription Service in order to buy Permanent Downloads. The charges for Permanent Downloads are indicated on the Site with respect to each Permanent Download, whether sold individually or as part of an album. All payments for Permanent Downloads (including any applicable taxes) must be made by credit card. Prices for Permanent Downloads are subject to change without notice.

While you are logged on to the Service, you may download and play as many Songs directly from the Service as you like while your subscription is current. You may not attempt (or encourage others) to capture, copy, or download a Song played directly from the Service. iMesh will count the number of times that you play each downloaded Song for royalty accounting and analysis purposes. iMesh automatically renews your rights to all of your downloaded Songs at the beginning of each subscription month so long as

your subscription remains current. This means that in order to play any downloaded (but not purchased) Song after the end of a subscription month, you must log on to the Service so that iMesh can renew your rights for those Songs. You will have access to Songs purchased via the Download Service for as long as you retain the files.

For a current list of portable devices that are compatible with the Service, please see: <http://www.imesh.com/devices.shtml>. iMesh's ability to offer portable device compatibility is subject to change at any time with respect to any content.

If you are using the version of the Service that is accessible from Microsoft Corporation's Windows Media Player Series, you will only be able to burn or transfer Songs using the Windows Media Player. In addition, if you are using the version of the Service that runs on Microsoft Corporation's Windows XP Media Center Edition 2004, certain features that are available in the Service will not be available in the "distance viewing" experience.

**Importing Songs.** You can use the iMesh Software to import certain song files that you have obtained independent of the Service and play them using the Software. iMesh does not represent or guarantee that the Software will successfully import or support any song files that are not downloaded or purchased using the iMesh Service. Further, iMesh does not purport to grant you any rights to use any such song files. Put simply, as an iMesh user you agree to respect copyrights in the Songs import. Don't use iMesh to steal music! If you violate the copyright laws or any other intellectual property laws, fines or criminal charges may be brought against you. You may even go to jail. Do you really want to go to jail? They may not let you take your iMesh with you.

**Loss of Rights by iMesh/Change in Service.** iMesh may at any time lose the right to make certain Songs available to you. In such event, you will no longer be able to access/obtain these Songs via the Subscription Service. In addition, in the event that MusicNet, iMesh or any of their licensors changes any part of the Service or discontinues the Service (or any part thereof), which MusicNet, iMesh or their licensors may do at their election, you may no longer be able to use Content to the same extent as prior to such change or discontinuation. Neither MusicNet nor iMesh shall have any liability to you in such case. Availability of any Content is subject to change at any time. Notwithstanding any other provision of this Agreement, iMesh, MusicNet, and their licensors reserve the right to change, suspend, remove, or disable access to any products, Content, or other materials comprising a part of the Service or Site at any time without notice. In no event will such parties be liable for the removal of or disabling of access to any such products, Content or materials under this Agreement. MusicNet and iMesh and their licensors may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability. Sorry.

**Delivery of Songs.** On occasion, technical problems may delay or prevent delivery of Songs to you. Your sole remedy with respect to Songs purchased by you that are not delivered will be either replacement of such Songs or refund of the price paid for such Song, at iMesh's discretion.

**Customer Support.** Please direct any questions concerning the Software, the Service, billing and/or usage rules to an iMesh customer service representative by contact us from: <http://wa.imesh.com/support/bugreport/>. Questions about the meaning of life, the universe and everything should not be directed to iMesh. We are totally clueless.

**Instant Messaging and Public Areas.** iMesh is a community. Most of the people in the community are nice. You all should read this, but this is especially for those of you who choose not to be nice. The iMesh Software **makes** it possible to send and receive "instant messages" ("Instant Messaging") within the iMesh community. The Service may have features that will allow you to exchange messages with other members that will not be private and will become publicly available, and may be accessed by anyone (via "Public Areas"). You may elect not to receive any instant messages or to block the reception of messages from a specific iMesh user by using the "block user" function. iMesh may, but is not obliged to, monitor any activity or edit or remove any content from the Public Areas. iMesh may, but is not obliged to, restrict your use of Instant Messaging. Be polite to other users. Eat your vegetables. Wear sunscreen. iMesh takes no responsibility and assumes no liability for any content, materials, messages and the like that you or any other iMesh user may post in a Public Area or otherwise makes available or send or receive from another iMesh user over Instant Messaging.

**Restrictions.** You may not use the Software, the Service, including Instant Messaging,

to transmit, display, perform or otherwise make available any messages, content or materials (i) that are illegal, obscene, threatening, of a "spamming" nature, defamatory, or invasive of privacy; (ii) that constitute political campaigning or commercial solicitation or that contain software viruses or other computer code designed to interfere with the functionality of any computer systems; or (iii) that infringe third-party rights or harm minors in any way. You may not interfere with or disrupt the Service or any networks connected to or by the Service. In addition, you may not use a false email address or otherwise mislead other members as to your identity or to the origin of a message or content. By posting messages, inputting data, or engaging in any other form of communication through the Service, you agree that iMesh may copy, sublicense, adapt, transmit, publicly perform or display any such content to provide and/or promote the Service and/or to respond to any legal requirement, claim or threat. If iMesh's use of such content exploits any proprietary rights you may have in such material, you agree that iMesh has an unrestricted, royalty-free, non-exclusive and perpetual worldwide right to do so. You agree that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that you upload, post, transmit, display or otherwise make available through your use of the Service is solely your responsibility.

**All rights not expressly granted to you in this Agreement are reserved to iMesh and/or its licensors, including but not limited to MusicNet, Inc.**

#### **NOTICE AND PRICE CHANGES**

iMesh may from time to time modify these terms, including the pricing arrangements, and will post a copy of the amended Agreement at <http://www.imesh.com/eula.shtml>. If you do not agree to (or cannot comply with) the Agreement as amended, your only remedy is to stop using the Service or, if applicable, cancel your Subscription Service. You will be deemed to have accepted the Agreement as amended if you continue to use the Service, or any part of it, after any amendments go into effect. All prices for Songs, products or subscription related services within the Service are subject to change by iMesh at any time.

#### **REGISTRATION**

To use the Service, you must register and provide certain information, including a password and a valid email address, which will also be your iMesh member name ("Registration Data"). You agree to provide accurate Registration Data and to update your Registration Data as necessary to keep it accurate and current. iMesh will use your Registration Data in accordance with its privacy policy, which you can review at <http://www.imesh.com/privacypolicy.shtml>

You agree that you will not allow others to use your member name, password and/or account and you are solely responsible for maintaining the confidentiality and security of your account. iMesh shall not be responsible for any losses arising out of the unauthorized use of your member name, password and/or account.

#### **CHARGES/BILLING**

**Agreement to Pay.** You agree to pay for the Service and all Songs that you purchase through the Service and iMesh may charge your credit card for any such payment(s). iMesh may, in its discretion, post charges to your credit card individually or may aggregate your charges with other purchases you make on the Service. By completing the Subscription Service registration, you authorize iMesh to charge the applicable subscription fee to your designated credit card on a recurring basis. Subscribers are billed at the end of each term of service and if applicable at the end of a free trial promotional period. iMesh will continue to bill you at the end of each term as this is a recurring contract unless you notify us otherwise by canceling your service during a valid cancellation period based on the term of your subscription. Monthly subscribers are billed on a 30-day cycle, which begins upon Subscription Service registration (or at the end of a limited free trial period, if applicable to a promotion that you joined through) and ends 30 days thereafter (each a "Subscription Month"). You are responsible for keeping your account secure and confidential and you will be responsible for any charges that are incurred by any person through your account. All charges will be billed to the credit card you designate when you first make a purchase or incur a charge. If any of your billing information changes, you must update that information in the "my account" area of our Service. Just to make sure we have your money, we will bill you in advance for subscriptions and purchases will not be completed until the charge is processed.

**Cancellation.** You can cancel your subscription by delivering notice to iMesh by contacting us from: <http://wa.imesh.com/support/feedback/> . iMesh will reasonably attempt to return a cancellation confirmation to your email address. You should retain this confirmation as a record of your cancellation. If you cancel your subscription, iMesh will not refund any remaining portion of your subscription fees.

**Electronic Contracts.** You agree that any submissions you make for electronic purchases or subscriptions constitute your intent and agreement to be bound by the terms of this Agreement and to pay for such purchases or subscriptions. Your intent and agreement to be bound by electronic submissions applies to all records relating to all transactions you enter into on the Service, including notices of cancellation, policies, contracts, and applications. To the extent that any electronic purchases are offered to you by a third party on or through the Service, you acknowledge that iMesh shall not be responsible or liable to you for the products or services purchased.

#### **EXPLICIT CONTENT**

You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that iMesh shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Certain albums may be subject to the Recording Industry Association of America ("RIAA") "Parental Advisory Label" (as defined at <http://www.riaa.com/parentaladvisory.php>). The RIAA assigns the Parental Advisory Label to an entire album and not the individual songs on the album. All Songs from such labeled albums will be labeled as "EXPLICIT" within the Service ("Stickered Tracks"). If any of your searches on the Service return Stickered Tracks, they will be identified as such in the search results area. During registration, you may elect to filter out Stickered Tracks from your search and browse results within the Service. You may change that election at any time. You may also elect to create a "Parental Control Password" (which can be different from your registration password) by clicking on the applicable link and following the directions presented. Note that Songs that were recorded prior to 1985 are not subject to the RIAA Parental Advisory Label. iMesh shall have no liability or responsibility to you for any content or materials, including Stickered Tracks, that may be available in connection with the Service that you might find objectionable.

#### **INTERNATIONAL CONSIDERATIONS**

Currently, the Download Service and Subscription Service are only available to residents of the United States, Canada and the United Kingdom (the "Territory"). If you're located outside the Territory, you may use the Software, but you may not sign up for, access, or attempt to access or use the Download Service or Subscription Service. In the future, we'll work to extend the Service to other locations. Antarctica residents - don't hold your breath (you may suffocate).

#### **SMOKING**

Smoking overall is bad for you. It gives you bad breath and may kill you sooner than you'd expect.

#### **PRIVACY**

We care about your privacy. We care about it so much that we asked our lawyer to put together a privacy policy. You can read it here <http://www.imesh.com/privacypolicy.shtml>. The privacy policy is expressly made part of this Agreement.

#### **INTELLECTUAL PROPERTY**

The Software, Songs, and all trademarks, service marks, trade names, slogans, logos, and other indicia of origin (collectively, "Marks") that appear on or in connection with the Service are copyrighted, trademarked or are other proprietary subject matter and are the property of iMesh and/or its affiliates, licensors and/or licensees, as applicable, are protected by intellectual property laws, and your use of them is governed by such laws, this Agreement and any applicable end-user license agreements. You may not copy, display or use any of the Marks without prior written permission of the Mark owner.

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If iMesh receives a notice alleging that you have engaged in behavior that infringes iMesh or any other party's intellectual property rights or reasonably suspects the same, iMesh may, in addition to other actions it may take against you, suspend or terminate your account without notice to you. If iMesh suspends or terminates your account, it shall have no liability or responsibility to you, including for any amounts that you have previously paid up to the date of the alleged infringement.

**All Media Guide Data.** We partnered with some nice people in Ann Arbor, MI (which in itself is a pretty cool place to go to). They are called All Media Guide, LLC ("AMG"). They asked that we put this in the terms. The AMG data ("AMG DATA") is the property of AMG. You may not modify, copy, scan, or use any other method to reproduce, duplicate, translate, republish, transmit or distribute in any way any portion of the AMG DATA. You may not download AMG DATA except for your own personal, non-commercial use. You agree to indemnify, defend and hold harmless AMG (and its affiliates), and iMesh (its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable) against any and all claims, damages, costs or other expenses that arise directly or indirectly out of or from (a) your unauthorized use of the AMG DATA (b) your violation of this directive, and/or (c) your unauthorized activities in connection with the AMG DATA.

**MusicNet, Inc.** MusicNet asked us to include this. MusicNet is our technology and content partner and has provided to us the backend infrastructure to enable The Service. You agree to indemnify, defend and hold harmless MusicNet, Inc. (and its affiliates), and iMesh (its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable) against any and all claims, damages, costs or other expenses that arise directly or indirectly out of or from (a) your unauthorized use of the content or MusicNet technology (b) your violation of this directive, and/or (c) your unauthorized activities in connection with MusicNet.

**Personalization Services and Software.** iMesh's Personalization Services use services, technology and software (the "Personalization Software") from third party partners, to understand your unique interests by analyzing what content you view across Web sites and search results. This information is used to make music and other content recommendations to you. iMesh and its partners also provide this information to other third parties to enable them to show you advertisements across the web that might be more interesting to you. For information about the information collected, used, and disclosed by the Personalization Services, please read our Privacy Policy at <http://www.imesh.com/privacypolicy.shtml>.

**Personalization Software Restrictions.** You may not sell, assign, rent, lease, distribute, export, act as an intermediary or provider, or otherwise grant rights to third parties with regard to all or any part of the Personalization Software. You may not modify, reverse-engineer, decompile, disassemble, or attempt to discover the source code, structure or sequence, or otherwise hack, the Personalization Software, and have no rights to create derivative works from the Personalization Software.

**Personalization Software Updates.** Occasionally, we may automatically update, upgrade, or patch the Personalization Software.

Okay, next.

**Notices.** We respect the intellectual property rights of others. You should too. If you



*know of or suspect that any use of the Service, Songs and/or the Software constitutes copyright infringement, please send a notice to iMesh Customer Care from: <http://wa.imesh.com/support/bugreport/>, or by fax to 1-212-223-3975. The notice must contain all of the information set forth in Section 512(c)(3)(A) of the U.S. Copyright Act, 17 U.S.C. § 101 et seq.*

#### **INDEMNITY**

You agree to indemnify and hold harmless iMesh and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries including but not limited to MusicNet, Inc. (collectively, "Indemnified Parties") from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) arising from or concerning your breach of this Agreement and your use of the Service, the Songs, or the Software and to reimburse the Indemnified Parties on demand for any losses, costs or expenses they incur as a result thereof.

#### **TERMINATION**

iMesh and MusicNet reserve the right to modify, suspend, or discontinue the Service (or any part thereof, including without limitation access to any of the Content) at any time with or without notice to you, and neither iMesh nor MusicNet will be liable to you or to any third party should either such party exercise such rights and iMesh will not refund any amounts that you have previously paid. We sure hope that never happens.

#### **DISCLAIMERS**

Now here's the fun part. You understand and agree that your use of the Service, the Songs and the Software is solely at your own risk. THE SERVICE, SONGS AND THE SOFTWARE (THE "PRODUCTS") ARE PROVIDED "AS IS" AND WITHOUT WARRANTY BY IMESH OR ITS AGENTS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, BUSINESS PARTNERS AND/OR SUPPLIERS, INCLUDING BUT NOT LIMITED TO MUSICNET, INC. (THE "IMESH ENTITIES"), AS APPLICABLE, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE IMESH ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT. THE IMESH ENTITIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY CAPABILITY OR OTHERWISE. YOU WILL NOT HOLD ANY IMESH ENTITY RESPONSIBLE FOR ANY DAMAGES THAT RESULT FROM YOU ACCESSING (INCLUDING ANY SOFTWARE OR SYSTEMS YOU USE TO ACCESS) THE SERVICE OR USING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, DAMAGE TO ANY COMPUTER, SOFTWARE OR SYSTEMS OR PORTABLE DEVICES YOU USE TO ACCESS THE SAME. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO ANY OF THE IMESH ENTITIES.

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#### **MISCELLANEOUS**

This Agreement and any other terms or documents referred to herein represent your entire agreement with iMesh with respect to your use of the Service. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions of this Agreement shall remain in full force and effect. The laws of the State of New York, excluding its conflicts of law rules, govern this Agreement and your use of the Service, the Songs and the Software. You expressly agree that the courts in the State of New York, New York County, have exclusive jurisdiction over any claim or dispute with iMesh or relating in any way to your account or your use of the Service the Songs and the Software. You further agree and expressly consent to personal jurisdiction over you in the federal and state courts in New York County in connection with any such dispute including any claim involving iMesh or its partners, parents, licensors, affiliates, subsidiaries, employees, contractors, officers, directors or suppliers. iMesh's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. iMesh is not responsible for its failure to fulfill any obligations due to causes beyond its control.

If you can read this, you don't need glasses. :)

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