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- includes MP3 format files;

- amounts to a 'pyramid' or similar scheme;
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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 COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Conflicts and Arbitration

This Legal Agreement will be governed and interpreted pursuant to the laws of Florida, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Fort Lauderdale, Florida in connection with any dispute between you and Company arising out of these Legal Agreement or pertaining to the subject matter hereof. If you do not agree you have the choice to leave and not use this Web site.

The parties agree that any claim or dispute between them, or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, including the validity of this arbitration clause, that cannot be settled within six months after the time the dispute has been raised by one party regarding the interpretation of any provision of this agreement, and nothing else, shall be settled by binding arbitration. Any such arbitration proceeding, including the interpretation of this agreement, shall be conducted in Fort Lauderdale, Florida under the laws of the State of Florida and in accordance with the rules of the

American Arbitration Association or its successor. Any judgment upon an award rendered by the arbiters, including remedies of repossession, replevin, or other remedies where property would be subject to reclamation or disposition, may be entered in the Federal and State Courts of the State of Florida and in any other Court having jurisdiction. The arbiters shall not have the power to amend this agreement in any respect. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Each party shall bear and be responsible for their own costs and attorney fees.

The parties to this Legal Agreement each agree that the exclusive venue for any dispute between the parties arising out of these Legal Agreement or pertaining to the subject matter of these Legal Agreement will be in Fort Lauderdale, Florida. If any part of this Legal Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. This Legal Agreement constitutes 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.

You agree that you will not join any other party in any dispute you have with Company and that you must bring any action under this agreement as a sole individual.

Voluntary Agreement. EACH PARTY ACKNOWLEDGES THAT IT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND AGREES THAT IT HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THE AGREEMENT WITHOUT RELIANCE ON ANY PROVISIONS OR REPRESENTATIONS BY THE OTHER, EXCEPT THOSE CONTAINED IN THIS AGREEMENT. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PRIVATE LEGAL COUNSEL AND HAS UTILIZED THAT OPPORTUNITY TO THE EXTENT DESIRED.

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