



TERMS OF USE

1. ACCEPTANCE OF TERMS

The goods and services that The Zhana Corporation provides to User is subject to the following Terms of Use ("TOU"). The Zhana Corporation reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of blinkykidsclub.com and zhanacorporation.com, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in blinkykidsclub.com and zhanacorporation.com, sets forth the terms and conditions that apply to use of blinkykidsclub.com and zhanacorporation.com by User. By using The Zhana Corporation websites (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use blinkykidsclub.com and zhanacorporation.com is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. The Zhana Corporation shall have the right at any time to change or discontinue any aspect or feature of blinkykidsclub.com and zhanacorporation.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.
- C. **Site Membership is Free.** Site Members for blinkykidsclub.com are eligible for a 20% discount on all Blinky Gear. A welcome letter is sent to all site members to provide the *Promo Code* to apply during checkout.
- D. **Club Membership is a Premium (Paid) Service.** To become an official member of the **Blinky Kids Club** and access the Blinky Learning & Activity Center, *Site Members* must sign-up for the Limited Trial or Monthly Subscription or 6-Month Subscription on the **Sign Up** page. Subscription renewal fees are subject to change with ample (at least 60 days) notice. **Club Membership fees are non-refundable.** Membership plans lock in specific rates/discounts for a specific period but can be cancelled by User at any time. To be clear, cancellation of membership plans means no additional fees will be charged. It does not mean fees already paid will be refunded.
- E. **All sales on the Blinky Kids Club site are final.** Physical products that arrive in a damaged condition can be returned within 30 days for a replacement. If the product is out of stock or no longer available, and it is proven that the product was damaged when it arrived, a refund request for such an anomaly shall be granted once per User.

2. CHANGED TERMS

The Zhana Corporation shall have the right at any time to change or modify the terms and conditions applicable to User's use of blinkykidsclub.com and zhanacorporation.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be



given by means including, but not limited to, posting on blinkykidsclub.com and zhanacorporation.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of blinkykidsclub.com and zhanacorporation.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications, or additions.

3. DESCRIPTION OF SERVICES

Through its Web properties, The Zhana Corporation provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of blinkykidsclub.com and zhanacorporation.com and all charges related thereto.

5. USER CONDUCT

- A. User shall use blinkykidsclub.com and zhanacorporation.com for lawful purposes only. User shall not post or transmit through blinkykidsclub.com and zhanacorporation.com any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without The Zhana Corporation 's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in The Zhana Corporation 's discretion restricts or inhibits any other User from using or enjoying blinkykidsclub.com and zhanacorporation.com will not be permitted. User shall not use blinkykidsclub.com and zhanacorporation.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with The Zhana Corporation.
- B. blinkykidsclub.com and zhanacorporation.com contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of blinkykidsclub.com and zhanacorporation.com are copyrighted as a collective work under the United States of America copyright laws. The Zhana Corporation owns a copyright and/or exclusive worldwide license in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. If purchased, User may download copyrighted material for User's personal use only. **No copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of The Zhana Corporation and the copyright owner.** In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
- C. User shall not upload, post, or otherwise make available on blinkykidsclub.com and zhanacorporation.com any material protected by copyright, trademark, or other proprietary right



without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of blinkykidsclub.com and zhanacorporation.com, User automatically grants, or warrants that the owner of such material has expressly granted The Zhana Corporation the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants The Zhana Corporation the right to edit, copy, publish and distribute any material made available on blinkykidsclub.com and zhanacorporation.com by User.

- D. The foregoing provisions of Section 5 are for the benefit of The Zhana Corporation, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, blogs, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.



- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The Zhana Corporation has no obligation to monitor the Communication Services. However, The Zhana Corporation reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. The Zhana Corporation reserves the right to terminate User's access to any or all Communication Services at any time, without notice, for any reason whatsoever. The Zhana Corporation reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Zhana Corporation's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. The Zhana Corporation does not control or endorse the content, messages or information found in any Communication Services and, therefore, The Zhana Corporation specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized The Zhana Corporation spokespersons, and their views do not necessarily reflect those of The Zhana Corporation.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing The Zhana Corporation with current, complete, and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify The Zhana Corporation immediately of any unauthorized use of User's account or any other breach of security. The Zhana Corporation will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by The Zhana Corporation or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.



8. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Accredited educational institutions, such as universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE ZHANA CORPORATION AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

9. NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS SITE

IN NO EVENT SHALL THE ZHANA CORPORATION AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

10. MATERIALS PROVIDED TO THE ZHANA CORPORATION

The Zhana Corporation does not claim ownership of the materials User provide to The Zhana Corporation (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting The Zhana Corporation, its affiliated companies



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No compensation will be paid with respect to the use of User's Submission, as provided herein. The Zhana Corporation is under no obligation to post or use any Submission User may provide and The Zhana Corporation may remove any Submission at any time in its sole discretion. By Posting a Submission User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), User warrant and represent that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, User is granting (a) to all members of User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time User completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

11. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- A. USER EXPRESSLY AGREES THAT USE OF blinkykidsclub.com and zhanacorporation.com IS AT USER'S SOLE RISK. NEITHER THE ZHANA CORPORATION, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT blinkykidsclub.com and zhanacorporation.com WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF blinkykidsclub.com and zhanacorporation.com, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH blinkykidsclub.com and zhanacorporation.com.
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- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT The Zhana Corporation IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.
- D. IN NO EVENT WILL THE ZHANA CORPORATION, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING blinkykidsclub.com and zhanacorporation.com OR THE ZHANA CORPORATION SOFTWARE/APPS, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE blinkykidsclub.com and zhanacorporation.com. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.
- E. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, THE ZHANA CORPORATION, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN blinkykidsclub.com and zhanacorporation.com, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- F. FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

12. LINKS TO THIRD PARTY SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE THE ZHANA CORPORATION'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF THE ZHANA CORPORATION AND THE ZHANA CORPORATION IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. THE ZHANA CORPORATION IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. THE ZHANA CORPORATION IS PROVIDING



THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY THE ZHANA CORPORATION OF THE SITE.

13. UNSOLICITED IDEA SUBMISSION POLICY

THE ZHANA CORPORATION OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN THE ZHANA CORPORATION'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO THE ZHANA CORPORATION. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO THE ZHANA CORPORATION OR ANYONE AT THE ZHANA CORPORATION. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT THE ZHANA CORPORATION MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

14. MONITORING

The Zhana Corporation shall have the right, but not the obligation, to monitor the content of blinkykidsclub.com and zhanacorporation.com, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by The Zhana Corporation and to satisfy any law, regulation or authorized government request. The Zhana Corporation shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on blinkykidsclub.com and zhanacorporation.com. Without limiting the foregoing, The Zhana Corporation shall have the right to remove any material that The Zhana Corporation, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

15. INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless The Zhana Corporation, its affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of The Zhana Corporation by User or User's Account.

16. TERMINATION

Either The Zhana Corporation or User may terminate this Agreement at any time. Without limiting the foregoing, The Zhana Corporation shall have the right to immediately terminate User's Account in the event of any conduct by User which The Zhana Corporation, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

17. MISCELLANEOUS

This Agreement and any operating rules for blinkykidsclub.com and zhanacorporation.com established by The Zhana Corporation constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the state of Georgia,



USA without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

18. COPYRIGHT NOTICE

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