

TERMS OF USE Daniel Schwarz (“I”, “me”, “my”, “we” or “us”) offer Freshtext to edit photos and share it.

1. Agreement

- a. These Terms of Use (this “Agreement” or these “Terms”) constitute a binding agreement between me and each end user (“you” or “your”) regarding the use of the Apps and the Services. By downloading the Apps and using or accessing the Services, you agree to the Terms. Please read them carefully.
- b. If you are under the legal age of maturity in your jurisdiction, then you must obtain permission from your parent or legal guardian to accept these Terms. By using the Services, you represent to us that you have obtained such consent.

2. Changes to the Terms and Service

- a. I reserves the right to make changes to the Terms (the “Modified Terms”), at any time, for example to address changes to the law or regulatory changes or changes to functionalities offered through the Services. Therefore, you must look at the Terms regularly to check for such changes. The most recent Terms will always be available at

<https://freshtext.app/terms-of-use.pdf>

If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted, will constitute your acceptance of the Modified Terms.

- b. We may, at any time, and without prior notice, change the features, scope, design, layout or availability of the Apps or any of the Services.

3. Privacy

- a. We respect your privacy. Our privacy policy

<https://freshtext.app/Privacy-Policy-Freshtext.pdf>

, which shall be considered an integral part of these Terms, explains our privacy policies. Please read it carefully.

4. Fee-based Services; Commercial Content

- a. Certain of our Services may be provided upon the payment of a fee (one time or recurring). Amounts payable and the terms and conditions with respect to such payments shall be as set forth in the additional third party (a "Third Party") terms and conditions that govern the application marketplace from which you downloaded the relevant App, such as Apple’s AppStore (the "Application Marketplace" and the "Third Party Terms", respectively).
- b. We may incorporate advertisements in an App or any feature of a Service. We do not control such advertisements and cannot guarantee that they are reliable or accurate. Inclusion of advertisements does not mean that we recommend or endorse the goods or services that they offer, and we bear no responsibility for any decision by you to purchase such goods or services.
- c. We may cooperate with advertisers or commercial vendors to offer you sponsored goods or services. The sponsored goods and services are offered by the respective goods or service providers, are under their exclusive responsibility and we maintain no responsibility for such goods or services. If

you encounter any problem with the sponsored goods or services you will be required to contact the third party providers, not us.

- d. For purposes of these Terms of Use, "Commercial Use" shall mean any use made by you of the Commercial Use Service for commercial purposes, including (a) the use of the Service to promote a business (including in social or traditional media) and (b) the use of the Service as a tool in your business (e.g. retouching artists; portrait photographers; use for "before" and "after" photographs, make-up artists, etc.).

5. Use Of Stock Content

- a. For certain of the Services, we may make available to you the use of certain stock photos, videos, music or other content which you may incorporate into your use of the Services (collectively, the "Stock Content"), subject to these Terms, and such other conditions that we may communicate to you from time to time. Certain Stock Content may be denominated by the relevant App, or in the Third Party Marketplace as Premium Content. (the "Premium Content") Any amounts payable for the Premium Content (the "Content Fee"), and any terms applicable to the Premium Content shall be as specified in the relevant Application Marketplace and/or the Third Party Terms. The Content Fee will be payable through such payment methods accepted from time to time, and unless otherwise mandated by law will be nonrefundable. Stock Content provided hereunder which is not Premium Content, shall be referred to as "Free Content". In the event that you use the Stock Content in an audio/visual production in which credits are accorded to other providers of content, you may have to provide credit to our underlying suppliers, so you are required to contact us for further instructions.

b. Free Content

- i. You may use the Free Content, in conjunction with the Service with which it was provided, only in order to Edit or Amend such Free Content. "Edit or Amend" shall mean (to the extent relevant to the media in question) the editing, filtering, cropping, bloating, shrinking, and reshaping the Free Content, and shall include the integration or use of the Free Content into or with other content such as images, video or music, so long as such is performed via the Services. Use (including downloading, republication, retransmission or reproduction) of the unedited or unamended Free Content, on a standalone basis (i.e. without other content provided by you and without otherwise having Edited or Amended the Stock Content) is forbidden. Sharing of the Edited and Amended Free Content (including on social media) is specifically permitted, subject to any limitations herein with respect to Commercial Use. No ownership rights in or to the Free Content are provided to you, and other than as specified herein, I and licensors retain and reserve all rights, title and interest in and to the Free Content. You may not sell, modify, reuse, resell, distribute, display, reproduce or make any use of the Free Content which is not permitted hereunder. No ownership or copyrights to the Free Content are granted to you.

- ii. The Free Content may not be incorporated into a logo, corporate ID, trademark, service mark or any other branding or identifier.
- iii. The Free Content may not be used for pornographic, defamatory or other unlawful purposes; in physical or digital retail products such as e-cards, calendars, posters or screensavers, to the extent that such products are for sale, or for the purpose of enabling file-sharing of the raw image file.
- iv. If Stock Content featuring an individual is used in connection with a sensitive, unflattering or controversial subject, your use of the image must include a statement that it is used for illustrative purposes only and that the individual is a model.
- v. You may not remove any metadata, or reverse engineer, decompile, or disassemble our App or any of our software to enable the download of the Stock Content or to use the Stock Content, unedited or unamended, on a stand-alone basis or not via the App. To the extent there is a "right click" function in the Stock Content, you may not activate the "right click" function.
- vi. You specifically agree that you may not sell your rights to any Free Content, including any Free Content which has been Edited or Amended.
- vii. We do not warrant the accuracy of any captions or other information (including metadata) we provide you with respect to the Free Content.
- viii. You may not falsely represent, expressly or impliedly, that you are the original creator of a visual work that derives a substantial part of its artistic components from the Free Content, nor may you make the Free Content available in the form of fine art prints.
- ix. You shall be solely responsible for determining whether releases are required in connection with any proposed use of the Free Content and you shall be solely responsible for obtaining all necessary releases. We do not grant any right, nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered unregistered or copyrighted audio, designs, or works of art or architecture depicted in such Stock Content. You acknowledge that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release.
- x. Free Content which is music ("Music Content"), may not be used as the theme song for a program or production without having received advance, written permission from me.
- xi. Music Content may be used only in the context and as part of other Free Content that is being Edited or Amended, to advertise or promote such Edited or Amended Free Content. You may not make any other promotional use of the Music Content. Any fees which are due to a Collection Society (as defined hereinafter) for your use of the Music Content shall be payable by you. You will take all steps as necessary to submit to the relevant Collection Societies such filings as

necessary, including "cue sheets" containing complete and accurate information. For purposes of this Agreement, a "Collection Society" shall mean any performing, mechanical or other rights society (e.g. ASCAP, BMI, SESAC, SOCAN, SACEM, MCPS, PRS, PPI, GEMA, GVL, SGAE, AIE).

c. Premium Content

- i. You may use the Premium Content, "as is" or Edited or Amended (as defined above), provided that any Premium Content to be used for resale or for Commercial Use, may not be used "as is" but only if Edited or Amended. You may only Edit and Amend or Export the Premium Content (including as Edited or Amended) via or from my App. For purposes hereof, "Exported" shall mean the sharing, download, acquisition and/or pull out of Premium Content, "as is" or Edited or Amended. Sharing of the "as is" or Edited and Amended Premium Content (including on social media) is specifically permitted. No ownership rights in or to the Premium Content are provided to you, and other than as specified herein, I and licensors retain and reserve all rights, title and interest in and to the Premium Content. You may not sell, modify, reuse, resell, distribute, display, reproduce or make any use of the Premium Content which is not permitted hereunder. No ownership or copyrights to the Premium Content, either as is, or as Edited or Amended, are granted to you. You may not sublicense the use of the Premium Content to any third party.
- ii. The Premium Content may not be incorporated into a logo, corporate ID, trademark, service mark or any other branding or identifier.
- iii. The Premium Content may not be used for pornographic, defamatory or other unlawful purposes.
- iv. If Stock Content featuring an individual is used in connection with a sensitive, unflattering or controversial subject, your use of the image must include a statement that it is used for illustrative purposes only and that the individual is a model.
- v. You may remove metadata in Premium Content only if such Premium Content is combined with other assets or edited or Exported to a file format that does not support metadata, but may not reverse engineer, decompile or disassemble the Premium Content.
- vi. We do not warrant the accuracy of any captions or other information (including metadata) we provide you with respect to the Premium Content.
- vii. You shall be solely responsible for determining whether releases are required in connection with any proposed use of the Premium Content and you shall be solely responsible for obtaining all necessary releases. We do not grant any right, nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered unregistered or copyrighted audio, designs, or works of art or architecture depicted in such Stock Content. You acknowledge that some jurisdictions provide legal protection against a person's image,

likeness or property being used for commercial purposes when they have not provided a release.

- viii. You may not falsely represent, expressly or impliedly, that you are the original creator of a visual work that derives a substantial part of its artistic components from the Premium Content, nor may you make the Premium Content available in the form of fine art prints.
- ix. Please ensure that you download any Premium Content for which you have paid immediately thereafter. We cannot ensure that if you attempt to download such Premium Content at a later time, that you will not be charged for it again, nor that the Premium Content will be available for download at all.

6. Prohibited Use Of The Services

a. When using the Service you must refrain from:

- i. Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the Service;
- ii. Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, spam and copyright;
- iii. Interfering with, burdening or disrupting the functionality of the Service;
- iv. Breaching the security of the Service or publicly identifying any security vulnerabilities in it;
- v. Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- vi. Sending automated or machine generated queries;
- vii. Using robots, crawlers and similar applications to collect and compile content from the Service or send data to the Service including for the purposes of competing with the Service, or in such ways that may impair or disrupt the Service's functionality;
- viii. Displaying or embedding content from the Service, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- ix. Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- x. Collecting, harvesting, obtaining or processing personal information regarding the Service's users, without their prior explicit consent;
- xi. Abusing, harassing, threatening or intimidating other users of the Service;
- xii. Linking to the Service from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;
- xiii. Uploading to or making available on the Service content which may be considered as - o Identifying minors, their personal details or their address and ways to contact them; o Software viruses, Trojan Horses, worms, vandals, spyware, ransomware and any other malicious

applications; o Constituting a violation of a person's right to privacy or right of publicity; o Threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable; o Unsolicited commercial communications ('spam'), chain letters, or pyramid schemes; o Otherwise prohibited by any applicable law.

- b. You are solely responsible for the content you make available through the Service and for the consequences associated with doing so.

7. Intellectual Property

- a. All rights, title and interest in and to the Apps and the Services, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith, but excluding any content that originates from users, are the exclusive property of me and its licensors. This includes the Apps' design, graphics, computer code, "look and feel" and my domain names.
- b. You may not copy, distribute, display or perform publicly, make available to the public or communicate to the public, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Apps or the services or any part thereof, in any way or by any means.
- c. You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill.
- d. Your use of the Services is conditioned upon your agreement not to use the Services to infringe the intellectual property rights of others in any way. I, at my sole discretion, may terminate its engagement with any user who is suspected of infringing the copyrights, or other intellectual property rights, of others, or may, at my sole discretion, take other actions against such users. In addition, I may, at my discretion and in accordance with applicable laws, remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and to remove or disable access to any reference or link to material or activity that is claimed to be infringing
- e. My agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Daniel Schwarz, Torneiweg 12, 23568 Lübeck

By email: nococooipi@freshtext.app

8. Content

- a. You will be responsible for any and all content that originates from you and that you use with or through the Apps or the Services. You are solely responsible for the consequences of posting or publishing any content created, modified or otherwise used by you through the Apps or the Services. I do not endorse any such content and I expressly disclaim any and all liability in connection with such content.

- b. You represent and warrant that you have (and will continue to have during your use of the Services) all necessary licenses, rights, consents, and permissions which are required with respect to the content used by you in conjunction with the Services and the Apps. You hereby warrant and represent that: (a) you are the sole owner of and/or hold all rights in and to your content; (b) there are no restrictions, limitations which prevent or restrict you from using such content in conjunction or through the Services or the Apps and (c) your content will not: (i) facilitate or promote illegal activity, or contain content that is illegal; (ii) contain content that is defamatory, misleading, fraudulent, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability; (iii) contain sexually suggestive or explicit content; (iv) infringe upon or violate any right of any third party; (v) disparage, defame, or discredit me or any third party; (vi) contain any viruses, worms, Trojan horses and other disabling or damaging codes; or (vii) otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction.
- c. You agree that you will not post or upload any content which contains material which it is unlawful for you to possess in the country in which you are resident.
- d. You agree that content you use with or in conjunction with the Services and the Apps will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal license or permission from the rightful owner, or are otherwise legally entitled to make such use of the content.
- e. On becoming aware of any potential violation of these Terms, I reserve the right (but shall have no obligation) to decide whether your content complies with the requirements set out in these Terms and may remove such content and/or terminate your access for uploading or sharing content which is in violation of these Terms at any time, without prior notice and at sole discretion.

9. Third Party Links

- a. The Services may include hyperlinks to other web sites that are not owned or controlled by me. I have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.
- b. You acknowledge and agree that I am not responsible for the availability of any such external sites or resources, and does not endorse any advertising, service or other materials on or available from such web sites or resources.
- c. You acknowledge and agree that I am not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, service or other materials on, or available from, such web sites or resources.
- d. I encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

10. Term Of Services

- a. Subject to the provisions below, I shall continue to provide you the Service for as long as you are entitled to receive them pursuant to the Third Party Terms. You are aware that unless you terminate the Services according to the Third Party Terms, such terms (and the payment obligations therefor) may provide that the Services, and payment therefor, may "roll-over" for additional terms.
- b. I may, in my sole discretion and at any time, terminate these Terms and stop providing the Service without liability, including if:
 - i. you have breached any provision of the Terms or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms; or
 - ii. I am required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
 - iii. I am discontinuing the Service to users in the country in which you are resident or from which you use the Service; or
 - iv. the provision of the Service to you by me is, in my opinion, no longer commercially viable.

11. Disclaimer Of Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "MY PARTIES") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE APPS, THE SERVICES, AND ALL PARTS THEREOF, INCLUDING THE FREE CONTENT AND THE PREMIUM CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS. WE DO NOT WARRANT THAT (A) THE APPS OR THE SERVICES WILL BE UNINTERRUPTED, ERRORFREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (B) THE APPS OR THE SERVICES WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (C) THE QUALITY OF THE SERVICES, WILL MEET YOUR EXPECTATIONS; (D) THE FREE CONTENT OR PREMIUM CONTENT PRESENTED THROUGH THE APP WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (E) THE RESULTS OF THE USE OF THE SERVICE WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE, MADE BY US OR ON OUR BEHALF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY WHATSOEVER. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE APPS AND THE SERVICES IS AT YOUR OWN RISK.

12. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MY PARTIES SHALL NOT BE LIABLE, FOR ANY

INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE APP, THE SERVICES THE FREE CONTENT OR THE PREMIUM CONTENT, THE USE OR THE INABILITY TO USE THE APPS, THE SERVICES, THE PREMIUM CONTENT OR THE FREE CONTENT OR FROM ANY DENIAL OR CANCELANATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE APPS. IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE SERVICES, OR IF THROUGH YOUR USE OF THE SERVICES, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

13. Indemnification

You will indemnify and hold harmless at your own expense, each of the My Parties, from and against any damages, costs and expenses (including reasonable legal costs), resulting from any violation by you of any of these Terms, any illegal activity performed by you or on your behalf, or any violation by you of a third party's rights.

14. Application Marketplace

Your use of the Services may be subject to the Third Party Terms (as defined above). The Third Parties (as defined above) are not responsible for providing maintenance and support services with respect to the App. The following terms apply if you downloaded the App from Apple's app store. You agree and acknowledge as follows:

- a. These terms are concluded between yourself and us, and not with Apple Inc. ("Apple"). Apple is not responsible for the App. In the event of a conflict between these Terms and Apple's app store terms of service then the app store terms of service will prevail, solely with respect to the conflicting provisions.
- b. The license granted to you for the App is limited to a non-transferrable license to use the App on any iOS products that you own or control, and as permitted by the usage rules set forth in the app store terms of service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via family sharing.
- c. In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

- d. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- e. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.
- f. You must comply with applicable third party terms of agreement when using the App (e.g. you must not be in violation of your wireless data services agreement when you use the App).
- g. Apple and Apple's subsidiaries are third party beneficiaries of these terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

15. General Legal Terms

(a) Entire Agreement. These Terms constitute the entire agreement between you and me with respect to the use of the Apps and the Services and supersede all contemporaneous and prior agreements between us. You confirm that you have not relied on any representations made by me or any other third party on its behalf that are not expressly set forth in the Terms. (b) Jurisdiction; Choice of Law; Export Limitations. These Terms shall be governed by the laws of the State of Israel without giving effect to any principles of conflicts of laws thereof, and the competent courts in Jerusalem, Israel shall have exclusive jurisdiction over all disputes between the parties. (c) Compliance with Laws. You are responsible for compliance with applicable local laws (d) Severability. If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. (e) No Agency; Third Party Beneficiaries. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. Neither of us intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms. (f) Paragraph Headings. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. (g) Limitation on Actions. Any action concerning any dispute you may have with respect to the Apps or the Services must be commenced within one year after the cause of the dispute arises, or the cause of action is barred. (h) No Waiver. The failure of me to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or my right to act with respect to subsequent or similar breaches.

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