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(Updated as of April 17, 2008)

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You agree to use the Services provided by these Websites only for the purposes that are permitted by the terms and conditions of this Agreement and any applicable law, regulation or generally accepted practice or guideline in the relevant jurisdictions (including, but not limited to, any laws

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You agree not to access (or attempt to access) any of the Content or Services provided by these Websites by any means other than through the interface that is provided by Common Media unless you have been specifically allowed to do so in a separate agreement with Common Media. You agree not to access (or attempt to access) any of the Content or Services provided by these Websites through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on these Websites.

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5. Your Account

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and internet account, and you agree to accept responsibility for all activities that occur under your account or password. You agree not to share your account and password with anyone. You agree to notify Common Media immediately of any unauthorized use of your account or password or any other breach of security. You agree to exit from your account at the end of each session. You agree that Common Media will bear no responsibility or liability in any form arising from your failure: (i) to notify Common Media appropriately, or (ii) to exit your account appropriately. You agree to indemnify Common Media

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You represent and warrant that the information you provide about yourself is true, accurate, complete and current. If there is any breach of this requirement, or if Common Media has reasonable grounds in its sole judgment to believe that you have breached this requirement, then Common Media has the right (but not the obligation) to suspend or terminate your account and refuse any and all use of these Websites.

You represent and warrant that you are 18 years of age, are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. You represent and warrant that you have obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform your obligations herein.

Common Media does not sell products to children, but it does sell children's products to adults who can purchase with a credit card or other method of payment. If you are under 18 years of age (or under the applicable legal age for your jurisdiction), you may use these Websites only with the involvement of a parent or guardian.

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You represent and warrant that: (i) you own or have all the necessary licenses, rights, consents, and permissions to transfer to Common Media all patent, trademark, service mark, trade secret, copyright or other proprietary rights in and to any and all Content that you post or upload onto any part of the Websites; (ii) you have the appropriate and valid written consent, release, and/or permission of each identifiable individual person in the Content you post or upload onto any part

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You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and internet account, and you agree to accept responsibility for all activities that occur under your account or password. You agree not to share your account and password with anyone. You agree to notify Common Media immediately of any unauthorized use of your account or password or any other breach of security. You agree to exit from your account at the end of each session. You agree that Common Media will bear no

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14. Disputes

To the extent you have in any manner violated or threatened to violate Common Media's intellectual property rights, Common Media may seek injunctive or other appropriate relief in any state or federal court in the State of Massachusetts.

You consent to personal and exclusive jurisdiction and venue in the state or federal courts located in the State of Massachusetts, U.S.A.

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement and the use of the Content and Services provided on the Websites must be filed within one (1) year after such claim or cause of action arose or be forever barred.

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO WAIVE TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING.

TO THE EXTENT ALLOWED BY LAW, YOU AGREE NOT TO PURSUE DISPUTES BY EITHER JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERTING A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANY OTHER PERSON OR ENTITY IN ANY LAWSUIT OR OTHER PROCEEDING.

15. Site Policies, Modification, Severability, and General Legal Terms

Please review our other policies, such as our Privacy Policy. This Agreement, (which includes, but is not limited to, our Privacy Policy, and any additional terms, conditions, rules or regulations posted on the Websites) constitutes the entire agreement between you and Common Media and

govern your use of the Websites and the Content and Services provided superceding any prior agreements between you and Common Media. You may be subject to additional terms and conditions when you use the Content and Services of Affiliated Businesses and other third-parties.

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Our Address

Common Media, Inc.
27 Hillsdale Road
Medford, MA 02155
www.commonmediainc.com

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1. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
2. A description of the intellectual property that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on the Websites, with any identifying information, if applicable;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the intellectual property or authorized to act on such owner's behalf.

Please send your notice of claim of intellectual property infringement to:

General Counsel
Common Media, Inc.
27 Hillsdale Road
Medford, MA 02155

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Phone: 413-320-1605

Fax: 866-354-9696