



TERMS OF USE

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2. PRIVACY AND YOUR ACCOUNT

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3. CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

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TERMS OF USE (continued)

5. USE AND PROTECTION OF PASSWORD AND ID

BFS will assign a password and account ID to you so you can access and use certain areas of the Website. Each user who uses such assigned password and ID shall be deemed to be authorized by you to access and use the Website, and BFS shall have no obligation to investigate the authorization or source of any such access or use. YOU ACKNOWLEDGE AND AGREE THAT AS BETWEEN YOU AND BFS, YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE WEBSITE BY ANYONE USING THE PASSWORD AND ID ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THE WEBSITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING FINANCIAL OBLIGATIONS FOR PURCHASES THROUGH THE WEBSITE) THAT MAY RESULT FROM SUCH ACCESS OR USE.

You are solely responsible for protecting the security and confidentiality of the password and ID assigned to you. You shall immediately notify BFS of any unauthorized use of the assigned password or ID, or any other breach or threatened breach of the Website's security of which you are aware. You will be responsible for any activity conducted under your assigned password or ID.

6. SYSTEM REQUIREMENTS

Use of the certain areas of the Website requires Internet access, audio manager software or other software allowing the downloading and storing of audio and audio-visual files in MP3 or other digital format (the "Software"), and, for certain downloadable content, a compatible player device (the "Device"). BFS may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements for the Website and the format of any downloadable content, in whole or in part, without notice or liability to you. Internet access, use of the Software, or use of a Device may result in fees in addition to any fees incurred on the Website. Software and Devices may require you to obtain updates or upgrades from time to time. Your ability to use the Website may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain, update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees without recourse to BFS.

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TERMS OF USE (continued)

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TERMS OF USE (continued)

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TERMS OF USE (continued)

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The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

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TERMS OF USE (continued)

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