

## COMMERCIAL BANKING

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## VIRTUAL BANK SERVICE

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Product & Services Terms & Conditions



**LLOYDS BANK**

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## Core Banking Agreement

(“**The Agreement**”) contains terms, conditions and important information that apply to certain of our products and services.

Those products and services can be identified as they state in the header Core Banking Agreement.

# Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



## RELATIONSHIP TERMS & CONDITIONS

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



## PRODUCT & SERVICES TERMS & CONDITIONS

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



## GENERAL INFORMATION ON PAYMENTS, CHARGES & CONTACTS

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

## You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at [lloydsbank.com/corebankingagreement](https://lloydsbank.com/corebankingagreement) or request a copy from your relationship team.





# DEFINITIONS

Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions

# 1. Definitions

1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

## Acceptable Payee

means any variation of your name listed as acceptable by you in the **Virtual Bank Service** Application Form. For the avoidance of doubt, the term Acceptable Payee does not include any legal entity other than you.

## Account Agreement

means an authority provided by you to us for the operation of any domestic or international account(s) in your name held with us or (as the case maybe) any bank member of the **Lloyds Banking Group** agreed by us.

## Affiliate

means, if you are a body corporate, any subsidiary or holding company of such body corporate and any subsidiary of any such holding company for the time being.

## Charges

means the charges set out in the charges schedule to these Product & Services Terms & Conditions, or otherwise agreed between you and us as may be varied in accordance with the section headed Changes to the Terms And Conditions in the Relationship Terms & Conditions from time to time for the provision of the **Virtual Bank Service** (including all other services referred to in these Product & Services Terms & Conditions).

## Cheque(s)

means the cheque(s) drawn on **Financial Institutions**, made payable to you (or to an **Acceptable Payee**) and deposited at one of the **Depositaries**.

## Collection Account(s)

means the collection account(s) opened by us on your behalf in the name of us re name of you, namely a "Re Account", with the **Financial Institution** and used for the receipt of incoming funds payable to you. The **Lockbox Service** will use the same Collection Account(s). The international receivables service will use a different Collection Account.

## Corporate Online Service

means the website and associated services of **Lloyds Banking Group** appearing on **Our Website** or any other URL as **Lloyds Banking Group** may select including all software, hardware, information, content, data and other equipment used to provide such website and services.

## Depositaries

means the Post Office addresses assigned in respect of you (as notified to you by us from time to time).

## Electronic Funds Transfer

means any transfer of funds, other than a transaction originated by cheque, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer or magnetic tape so as to order, instruct or authorise a **Financial Institution** to debit or credit an account.

**Financial Institution**

means in relation to the **Virtual Bank Service**, the relevant third party institution (as notified by us to you), which has agreed arrangements with us to facilitate the **Virtual Bank Service**.

**Lockbox Service**

means a service provided by us to enable you to have access to funds in the **Non Sterling Currency Account(s)** following the receipt of funds in the **Collection Account(s)** and to view associated **Receipts**. Instructions to credit the **Collection Account(s)** are received by **Cheque**.

**Non Sterling Currency Account(s)**

means the **Non Sterling Currency Account(s)** in your name opened with us or any bank members of the **Lloyds Banking Group** agreed by us.

**Online Image Service**

means a service provided to us by the **Financial Institution** to enable you to view the images of cheques and receipts deposited into the **Lockbox Service**.

**Primary Contact**

means the primary contact person named in the **Virtual Bank Service** Application Form as your main contact person for the **Virtual Bank Service**. The **Primary Contact** may also be a **Service User** if so appointed by you.

**Receipts**

means the remittance documents associated with a **Cheque** which is deposited at any of the **Depositaries**.

**Service Equipment**

means any software or documentation, including **User Guides**, authentication codes, user names, passwords, PINs and any other equipment supplied by us from time to time for use in connection with the **Virtual Bank Service**.

**Service User**

means any of your employees who are authorised by you to have access to the **Online Image Service**.

**User Guide**

means the guide we provide in support of the **Virtual Bank Service** from time to time and any other guidance or information relating to the **Virtual Bank Service** which we may publish from time to time.

**Virtual Bank Service**

means an international receivables service provided by us to enable you to have access to funds in **Non Sterling Currency Account(s)** following the receipt of funds in **Collection Account(s)**. Instructions to credit the **Collection Account(s)** are received by **Electronic Funds Transfer**.



Service User means any of your employees who are authorised by you to have access to the Online Image Service





## 2. Virtual Bank Service

- 2.1 The **Virtual Bank Service** provides the benefit of overseas banking without the cost and administration of setting up bank accounts overseas.
- 2.2 We will use all reasonable efforts to provide the **Virtual Bank Service** in accordance with **The Agreement**.

## 3. Primary Contact, Service Users and Security

- 3.1 You acknowledge and agree that all **Service Users** which you appoint will act on your behalf and bind you when using the **Virtual Bank Service**.
- 3.2 You shall ensure that you have, and you shall be solely responsible for putting in place, adequate controls to monitor the use of the **Virtual Bank Service** and to restrict access to the **Virtual Bank Service** to those authorised by you for your own security.
- 3.3 You shall and shall procure that the **Primary Contact** and all **Service Users** comply with the provisions of **The Agreement** including all applicable procedures and instructions issued by us or the **Financial Institution** whether in any **User Guide** (if applicable) or otherwise.
- 3.4 You shall not and shall procure that the **Primary Contact** and the **Service Users** shall not:
  - 3.4.1 Use the **Virtual Bank Service** in a way or for a purpose not authorised by us;
  - 3.4.2 Use the **Virtual Bank Service** other than for your business purposes; nor
  - 3.4.3 Permit any third party to use the **Virtual Bank Service** or seek to gain or permit any third party to gain unauthorised access to any of our systems or networks, or the systems or networks of **Financial Institution** or its or their agents or sub-contractors.
- 3.5 If you know or suspect that there has been a misuse of the **Virtual Bank Service** or any breach of your obligations hereunder you should contact your relationship team and provide confirmation in writing to us (signed by you in accordance with current account authority); notify us of any such circumstances and we will block or remove access promptly upon receipt of such notice.



The Virtual Bank Service provides the benefit of overseas banking without the cost and administration of setting up bank accounts overseas.



## 4. Virtual Bank Service

- 4.1 In order to provide the **Virtual Bank Service**, we have entered into arrangements with the **Financial Institution** to receive incoming funds by **Electronic Funds Transfer** and **Cheque** and to collect **Receipts**.
- 4.2 In order to use the **Virtual Bank Service** you must open relevant **Non Sterling Currency Account(s)** and instruct us to open relevant **Collection Account(s)** with the **Financial Institution** by completing the **Virtual Bank Service** Application Form. Your use of the **Virtual Banking Service** is subject to our approval and the approval of the **Financial Institution**.
- 4.3 You acknowledge that you shall not be entitled to give any instructions (payment or otherwise) in relation to the funds held in the **Collection Account(s)**. Such funds shall be credited by us to your relevant **Non Sterling Currency Account(s)**.
- 4.4 Receipt of funds by us into the **Collection Account(s)** will be subject to the rules of the relevant clearing system in the relevant jurisdiction and to any operational delays to which such clearing systems may be subject.
- 4.5 If a **Financial Institution** reverses a credit entry on a **Collection Account** (for example, if it is required to do so by the rules of a relevant clearing system or by law or regulation in any jurisdiction) we reserve the right to agree such reversal, to reverse the corresponding credit entry on the **Non Sterling Currency Account** and to deduct related interest and reasonable costs. If your **Non Sterling Currency Account** becomes overdrawn as a result of such reversal, the relevant overdraft charges in relation to that **Non Sterling Currency Account** will apply.
- 4.6 If you are registered for the **Lockbox Service** and wish to view images of **Cheques** and relevant **Receipts** online, you may do so via the **Online Image Service**. The **Online Image Service** is administered by us on behalf of the **Financial Institution**. You shall provide us with the relevant information for access to the **Online Image Service** on the **Virtual Bank Service** Application Form.
- 4.7 You may perform your own reconciliations by matching the bulked credit with each individual **Cheque** transaction using the **Online Image Service**.
- 4.8 Credits to your **Non Sterling Currency Accounts** pursuant to the terms of the **Virtual Bank Service** shall (where such **Accounts** are maintained with us) be shown on the regular bank statements we provide or make available to you for your **Non Sterling Currency Account(s)** (i) in accordance with the Product & Services Terms & Conditions for the **Non Sterling Currency Accounts** or (ii) through the **Corporate Online Service** (if applicable), or (iii) as otherwise agreed between you and us. Where your **Non Sterling Currency Accounts** are maintained with a bank member of the **Lloyds Banking Group** other than us, you will receive the information in accordance with your arrangements in relation to your accounts at such bank.
- 4.9 Funds received after the cut-off times contained in the General Information On Payments, Charges & Contacts will be deemed to have been received, and credited to your **Non Sterling Currency Account(s)** on the following **Business Day**.



## VIRTUAL BANK SERVICE

In order to use the Virtual Bank Service you must open relevant Non Sterling Currency Account(s) and instruct us to open relevant Collection Account(s) with the Financial Institution by completing the Virtual Bank Service Application Form. Your use of the Virtual Banking Service is subject to our approval and the approval of the Financial Institution

## 5. Lockbox Service

- 5.1 To the extent that you have additionally been registered by us to use the **Lockbox Service**, you authorise us to arrange for **Cheques** to be paid into the cheque clearing system and for funds to be credited to the **Collection Account(s)**.
- 5.2 Subject to clauses 4.6 above, 8.1 and 8.2 below, following the receipt of funds into the **Collection Account(s)** such funds will usually be available for withdrawal from the **Non Sterling Currency Account(s)** within 3 **Business Days**.

## 6. Online Image Service

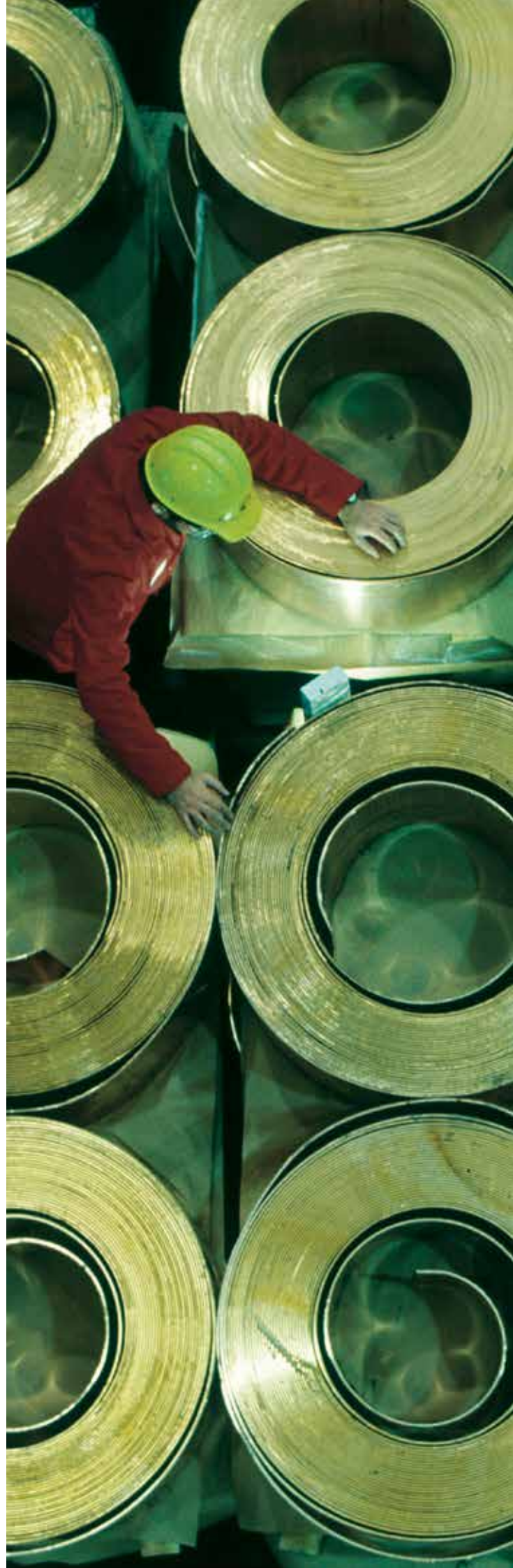
- 6.1 If you are registered for the **Lockbox Service**, you may elect for photocopies of the **Cheques** and **Receipts** to be couriered to you (at the address set out in the **Virtual Bank Service** Application Form) on a weekly basis by the **Financial Institution**. They will be provided to all customers of the **Online Image Service** by the **Financial Institution** for the first 45 days; after this date this part of the service will cease should you remain an **Online Image Service** customer.
- 6.2 The **Financial Institution** will send only one copy of each of the photocopied **Cheques** and **Receipts** to a single address indicated on the **Virtual Bank Service** Application Form.
- 6.3 You agree to pay the **Charges** applicable to the **Online Image Service**.
- 6.4 You shall specify **Service Users** on the **Virtual Bank Service** Application Form. We reserve the right to reject such **Service Users** in our sole discretion. We and/or the **Financial Institution**, each acting reasonably, may at any time restrict or prevent access by any **Service Users** to the **Online Image Service**.
- 6.5 The maximum number of **Service Users** authorised to use the **Online Image Service** at any one time shall be 8.
- 6.6 The **Online Image Service** may be used by you to view the images of the **Cheques** but the information provided by the **Cheque** image should not be relied on by you to make payments from the **Non Sterling Currency Account(s)**.
- 6.7 You are responsible for checking your **Non Sterling Currency Account** balance statements before making any payment or authorising any payments from your **Non Sterling Currency Account(s)**. The **Online Image Service** should be used for reconciliation and reference purposes only.
- 6.8 You acknowledge that the images of the **Cheques** which may be accessed via the **Online Image Service** are provided by the **Financial Institution** and that we are not responsible for the content of the **Online Image Service**. You acknowledge that the **Financial Institution** provides and maintains the **Online Image Service** and that there may be periods of time when the **Online Image Service** is unavailable.
- 6.9 You agree that you will, and agree to procure that each **Service User** will;
- 6.9.1 comply with the **Online Image Service** user guide and any other guidance or instructions received from us and the **Financial Institution** with respect to the **Online Image Service**;
- 6.9.2 not contact the **Financial Institution** for whom we administer the **Online Image Service**. You should contact your relationship team if you or any **Service Users** require help or support with the **Online Image Service**;
- 6.9.3 not transfer the access details for the **Online Image Service** to any other person;
- 6.9.4 not make any changes to the **Lockbox Service** password on the **Online Image Service**; and
- 6.9.5 not make any changes to the digital certificate owned by the **Financial Institution**.
- 6.10 You shall notify us promptly in writing if any **Service User** ceases to be one of your employees or if you wish to remove a **Service User** or if any **Service User** no longer requires access to the **Online Image Service**.

## 7. Acceptable Payees

- 7.1 You warrant and represent that **Acceptable Payees** are recognised variations of your name and are not separate legal entities. You agree that we and the **Financial Institution** may treat **Cheques** made payable to an **Acceptable Payee** (and any variation of the **Acceptable Payee's** name which the **Financial Institution** deems reasonable) in the same way as **Cheques** made payable to you in your name. You shall indemnify us against claims from third parties and all damages, costs and expenses which may be incurred or sustained by us and arising out of us accepting **Cheques** made payable to an **Acceptable Payee**.

## 8. Returns Processing

- 8.1 If the **Financial Institution** informs us that a **Cheque** has been returned for any reason, we will debit your **Non Sterling Currency Account(s)** in the amount of the returned **Cheque** together with related interest and reasonable costs. We will inform you that the **Cheque** has been returned and will send the returned **Cheque** to you with supporting information and an explanation as to why the **Cheque** was returned. We may make additional **Charges** (as set out within General Information On Payments, Charges & Contacts) in respect of returned **Cheques** and these will be payable on the date of the return.
- 8.2 You acknowledge that we may be required to reimburse the **Financial Institution** for irregular items, such as forged endorsements or material alterations, discovered after a **Cheque** has been paid. This liability may remain outstanding for at least 6 years. You agree that we maintain a full right of recourse against you in such cases, as well as in respect of **Cheques** returned for normal banking reasons.
- 8.3 We reserve the right to charge you for the **Cheques** returning processing described in clause 8.1 above before you used the **Virtual Bank Service**. We also reserve the right to charge you if corrections must be made to payments to allow them to be made via the **Virtual Bank Service**. These charges will be specified on the invoice submitted to you (and details of them will be available in the charges schedule to these Product & Services Terms & Conditions).



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# CHARGES

We will invoice you each month for the Charges arising under or in connection with these Product & Services Terms & Conditions

## 9. Charges

- 9.1 The **Charges** (if any) payable by you in respect of the **Virtual Bank Service** shall be those set out in the charges schedule to these Product & Services Terms & Conditions or as otherwise agreed between us and you in writing.
- 9.2 We will invoice you each month for the **Charges** arising under or in connection with these Product & Services Terms & Conditions, and by way of settlement you hereby authorise us to debit the **Charges** shown on the invoice from the **Non Sterling Currency Account(s)** in the relevant amount no less than 14 calendar days after the date of the invoice. Where the account nominated to settle the **Charges** is in a different currency to the denomination of your account, the conversion rate will be the Lloyds Bank Foreign Exchange Rate applicable at the time that your **Charges** are debited. You can find out the rate which will apply and you can find details of how to contact us in the General Information On Payments, Charges & Contacts or by contacting your relationship team.
- 9.3 If the said authority to us to debit the **Charges** from the said account is cancelled, we shall be entitled to suspend the supply of the **Virtual Bank Service** to you or to terminate these Product & Services Terms & Conditions.
- 9.4 **Charges** do not include VAT (which shall be payable by you at the applicable rate in addition to the **Charges**) or any other taxes or duties payable by you in connection with the **Virtual Bank Service**.
- 9.5 **Charges** payable by you hereunder comprise amounts payable in respect of the **Virtual Bank Service** and do not include any charges or other amounts payable in respect of the **Non Sterling Currency Account(s)** (to the extent they are maintained with us) or other banking services provided to you by us.
- 9.6 You shall pay the **Charges** to us at the times and otherwise in accordance with **The Agreement**.

## 10. Limitation of liability

- 10.1 We will not be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the **Virtual Bank Service** or any acts or omissions of any third party, including any **Financial Institution** or network operator.
- 10.2 Our total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the **Virtual Bank Service** in any period of 12 months (or such lesser period as these Product & Services Terms & Conditions have been in force) up to the date when the liability was incurred shall not exceed the aggregate of the **Charges** actually paid by you in respect of that period or the sum of £1,000, whichever shall be the greater.
- 10.3 The provisions of this clause are in addition to and without prejudice to any other provisions which exclude or limit the liability of us under **The Agreement**.
- 10.4 You agree that the exclusions and limitations as set out in **The Agreement** are reasonable having regard to all the circumstances and the levels of risk in relation to our obligations in connection with the **Virtual Banking Service**.
- 10.5 Without prejudice to any other provision of **The Agreement**, we shall not be liable for any loss, damage, interruption, delay or non-performance arising out of the acts or omissions of any third party including but not limited to the loss or destruction of any **Cheques** or **Receipts** by the **Financial Institution** or the refusal of the **Financial Institution** to accept or process an **Electronic Funds Transfer** or a **Cheque** for any reason.
- 10.6 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

## 11. Termination

- 11.1 In addition to our rights in the Relationship Terms & Conditions, we may, at our option, terminate or, suspend the supply of the **Virtual Bank Service** forthwith by notice to you if any **Financial Institution** or network operator which we use to provide the **Virtual Bank Service** is no longer willing to provide the necessary services to us to allow us to continue to provide the **Virtual Bank Service** to you.
- 11.2 In the event that your relationship with us or your **Account Agreement** is terminated, the provision of the **Virtual Bank Service** to you will terminate automatically without further act of the parties.
- 11.3 On termination of the **Virtual Bank Service** for any reason:
- 11.3.1 your right to use the **Virtual Bank Service** shall cease with immediate effect and no further action may be taken by us in respect of any instructions received from you even if received prior to the date of termination; and
- 11.3.2 within 7 days of the date of termination you shall make satisfactory arrangements for the return to us of any materials or items supplied by us to you for use in connection with the **Virtual Bank Service**.
- 11.4 We may without liability suspend or terminate the **Virtual Bank Service** and/or **Online Image Service** (either generally or in relation to a particular customer) if:
- 11.4.1 we are instructed to do so by the **Financial Institution**;
- 11.4.2 the **Financial Institution** terminates or suspends its agreement with us to facilitate the **Virtual Bank Service** and/or **Online Image Service**; and/or
- 11.4.3 either or both of us and the **Financial Institution** suspects that the **Virtual Bank Service** and/or **Online Image Service** is being used by you in contravention of any law or regulation.

## 12. Intellectual Property Rights

- 12.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the **Virtual Bank Service** and their **Service Equipment** including copyright, data base rights, trade secrets, trade names, trademarks (whether registered or unregistered) and any other rights and licences in respect thereof and we grant to you a non-transferable, non-exclusive royalty free right and licence to use the same solely for the purpose of and to the extent necessary for access to and use of the **Virtual Bank Service**. You shall have no right to grant any sub-licence to any third party in respect thereof.
- 12.2 You grant to us an irrevocable, non-exclusive, royal free right and licence to use all information supplied by you to us solely for the purpose of supplying the **Virtual Bank Service** and shall procure that any person authorised to access and use the **Virtual Bank Service** shall permit us to use the information related to that person for all purposes in connection with the supply of the **Virtual Bank Service**.
- 12.3 You shall not use (or permit any third party to use) any intellectual property rights licensed by us hereunder save as is specified in these Product & Services Terms & Conditions and in particular shall not (and shall not permit any third party to) copy, reverse engineer, decompile, disassemble or modify (as applicable) any material supplied by us for use by you in connection with the **Virtual Bank Service** or any material supplied by us under **The Agreement**.



## 13. Disclosure of customer information

- 13.1 You agree promptly to provide us with all the necessary information and assistance to ensure compliance with the instructions or requests of the **Financial Institution** and/or governmental or regulatory bodies (either in the US or elsewhere) where such instructions or requests relate to the provision of the **Virtual Bank Service**. You also consent to the disclosure by us and/or by the **Financial Institution** of any information relating to you (or individuals connected with you) to:
- 13.1.1 such governmental or regulatory bodies insofar as the same may be requested from time to time; and/or
  - 13.1.2 the **Financial Institution** to allow it to carry out its obligations relating to facilitating the **Virtual Bank Service**.

## 14. No Contract with the Financial Institution

- 14.1 You acknowledge and agree that you are contracting with us for the operation of the **Collection Account(s)** via the **Virtual Bank Service** and that you have no contractual relationship with the **Financial Institution**. You agree therefore that the **Financial Institution** is under no obligation (either expressed or implied) to you.

## 15. Warranties and indemnities

- 15.1 Where you are acting on behalf of an **Affiliate** you warrant that you have authority to give instructions to us on behalf of the relevant **Affiliate**.
- 15.2 You shall indemnify us and keep us indemnified against any actions, claims, demands, costs and expenses arising out of:
- 15.2.1 any claims or allegation that material comprised in your instructions or otherwise provided by you infringes any applicable laws, regulations or third party rights including intellectual property rights
  - 15.2.2 as a result of incorrect information or instructions received from you or any failure on the part of you (including any authorised user) to comply with the terms of **The Agreement**, the **User Guide** or any other reasonable instructions issued by us from time to time

## 16. Contact details

16.1 You can contact us:



You can contact us through your relationship team by using the contact details given to you when you applied for this Virtual Bank Service.



by email at  
**VBSHelpdesk@lloydsbanking.com**



by post at  
Lloyds Client Management,  
3rd Floor,  
25 Gresham Street,  
London EC2V 7HN



or by such other contact methods  
as we may from time to time  
advise you.

16.2 Further contact details are set out within General Information On Payments, Charges & Contacts.

## 17. Other terms

- 17.1 You acknowledge that the use of the **Virtual Bank Service** in certain countries is subject to specific local legislation and regulation and you agree to comply with any such legislative requirements and regulations as though they were set out herein.
- 17.2 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 17.3 These Product & Services Terms & Conditions apply to the **Virtual Bank Service** only. Subject to clause 17.4 and clause 17.5, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 17.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Virtual Bank Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 17.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.



Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).





**LLOYDS BANK**

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