

ARKADINVISION “INDIVIDUAL PLAN”: ONLINE MEETINGS

Thank you for signing-up for ArkadinVision Individual Plan!

By submitting your online application and by using ArkadinVision, you become the account holder and accept the application of the terms and conditions below.

If you do not agree to those terms and conditions, do not use ArkadinVision.

Contact and notices: For any information, request or complaints about our ArkadinVision services, please contact us on vision.individual@arkadin.com.

ARKADINVISION

FEATURES

ArkadinVision Features

- Meetings organized by you (the “**Moderator**”) according to the Contract
- Audio and video usage granted to you upon your subscription
- Up to a maximum of 2 simultaneous participants connected in a virtual meeting, including the Moderator and an invitee (the “**Participant**”)
- Unlimited meeting duration, unlimited VoIP or Online audio usage
- Unlimited access using a desk phone or a mobile subject to a fair Service use policy
- Chat conversation
- HD Screen sharing
- HD Video quality
- Mobile App access for iOS and Android
- Call back limited to local number (desk phone and mobile) only, subject to the country from which the ArkadinVision Service was subscribed
- Access to one toll phone number only, that of the country from which the ArkadinVision Service was subscribed
- No access to any list of toll-free phone numbers
- No support or maintenance service of any kind may be guaranteed.

Service Use Policy

You agree to use ArkadinVision Service according the ArkadinVision Service Use Policy <http://terms.arkadin.com/Services-Use-Policy.pdf>

The capacity of use for ArkadinVision Service is limited to 2 Participants. Arkadin has established that a normal usage without sharing the account should not go over 5,000 minutes per month per

account. Therefore, to ensure sufficient platform capacity for all users , your use of ArkadinVision Service is subject to a fair Service use policy of 5,000 minutes per account for the phone conferencing access to toll numbers, cumulated by you as the Moderator and Participants. In the event of exceeding the fair use limit, Arkadin reserves the right to terminate your Vision Contract.

These terms and conditions (the “**Contract**”) apply to the services provided to you by Arkadin and/or its affiliates (collectively, “**Arkadin**”).

1. Definitions

“**Data**” means your data and information (including personal data) (i) transferred by you and/or by your participant to Arkadin for the supply of ArkadinVision Service; or (ii) collected by Arkadin for the supply of Services.

“**Content**” refers to (a) the content of the conversations, chats, audio, or web or video conferences of any kind and on any medium (i) shared or transferred by you or your Participant; (ii) recorded at your request, or (iii) downloaded by the Users in connection with the use of ArkadinVision Service; or (b) where applicable, the emails and all electronic documents attached thereto regardless of their format.

“**ArkadinVision Service**” refers to your subscribed ArkadinVision Service, provided by Arkadin and which features are available here: <http://vision.arkadin.co.uk>.

2. Your Obligations

2.1 Charge-Free subscription

Vision is a charge-free subscription service.

You are under no obligation to subscribe to a paid subscription service. If you subscribe to a paid subscription under a “Teams Plan” or “Enterprise Plan”, you may continue to use ArkadinVision Service separately.

2.2 Sign up obligations

By signing up to ArkadinVision service, you represent and warrant that you have the necessary rights, licenses and permissions to enter into the Contract and perform the obligations arising from the Contract.

To be eligible to sign up for the ArkadinVision Service, you must have a valid and current email address that is provided by an organization using its internet domain (your “**Organization**”). If there is a question about whether or not an individual is eligible, Arkadin reserves the right in its sole and absolute discretion to determine eligibility.

When you use an email address provided by your Organization to access the service, your Organization, as the owner of the Internet domain associated with your email address, may: (i) control and administer the service account and (ii) access and process your Data, including the contents of your communications and files.

You undertake to provide Arkadin, with all information necessary to supply ArkadinVision Service and to update such information in writing (including without limitation, any change of address). You shall be solely responsible for any consequences caused by failure or delay in providing or updating such information.

When using ArkadinVision Service, you understand that you are solely and exclusively responsible for conducting yourself in accordance with this Contract and your Organization's policies.

2.3 Usage limits

Arkadin may prescribe usage limits, including limits on the length of calls, bandwidth usage and frequency of calls according to the Service Use. By using the ArkadinVision Service, you do accept and consent not to exceed such usage limits prescribed by Arkadin, failing which ArkadinVision Service may be immediately interrupted or restricted by Arkadin or subject to downtime, outage, failure or partial execution.

2.4 Technical requirements

You are responsible for (i) ensuring that your own systems and equipment comply with the technical requirements which are necessary to use ArkadinVision Service; (ii) protecting yourself from the risk of losing Data, files and programs or by making regular backups and using antivirus software which is updated regularly.

You are responsible for ensuring your own internet access, connectivity, as well as communications equipment and establishing the online-connection to the ArkadinVision Service platform and operating your devices.

You are solely liable for any services or software which is not provided by Arkadin and which are necessary to access ArkadinVision Service. Arkadin shall have no responsibility or liability whatsoever arising, in full or in part, from any third party software or services not provided by Arkadin under the Contract.

2.5 Restrictions on Use

You are responsible for all activities that occur in your user account.

You undertake to keep your Welcome Pack, including your Moderator login and your PIN code, all access numbers, passwords and personal identification numbers used in connection with ArkadinVision Service confidential, prevent unauthorized access thereto and generally safeguard such information to ensure that there is no unauthorized use of ArkadinVision Services.

You shall be responsible and liable (i) for your use of ArkadinVision Services; (ii) as the Moderator, for your Participant's use of ArkadinVision Service; and (iii) for the Content and its use by you and by the Participant.

You will be responsible and liable for all (a) claims, damages, liabilities and expenses (including without limitation reasonable legal fees, costs and expenses) suffered or incurred by Arkadin arising out of or related directly or indirectly to: (i) your misuse of ArkadinVision Service including use which is illegal, immoral, fraudulent or beyond the scope of the Contract; (ii) the Content and its use by you and your Participant; (iii) your Data; (iv) your infringement of any intellectual property rights caused by your use of ArkadinVision Services; and/or (v) any breach of applicable laws.

You undertake to use ArkadinVision Service in accordance with the written instructions issued by Arkadin, particularly in the "welcome pack" for security purposes and better management of ArkadinVision Service.

You expressly authorizes Arkadin, for the sole purpose of supplying ArkadinVision Service to (i) host, record the Content and copy such Content on back-up servers.

3. Arkadin's Obligations

- 3.1 Arkadin provides the Services and performs its obligations with reasonable care and skill in accordance with the standards which are normally provided by a skilled professional firm which performs similar services to those provided under this Contract.
- 3.2 As an online service, ArkadinVision Service may occasionally be disrupted, either partially or in whole.
- 3.3 You recognize that access to ArkadinVision Service is subject to (i) the reliability, availability and continuity of connections with certain third parties (such as telecom carriers, public internet) and appropriate (?) performance of your equipment and (ii) the accuracy and integrity of the information that you have provided when subscribing to ArkadinVision Service. Arkadin will not be held liable for any ArkadinVision Service interruption resulting from a cause or a delay outside of Arkadin's control.

4. Software License Terms

- 4.1 Upon your subscription and your downloading and installation of the software, you are granted a limited, personal, non-exclusive, non-assignable and non-transferable license for the use of the software as an integral part of ArkadinVision Service, subject to the terms of any Open Source licenses if applicable. The license is granted for the duration of your subscription. The software is provided under object code only.
- 4.2 All the rights and titles including but not limited to intellectual property rights in the software are protected by law as well as by any other applicable regulations.
- 4.3 You undertake not to (i) attempt to access or copy the software's source code forms; (ii) use the software for other purposes than those of using ArkadinVision Service; (iii) create copies of the software for other purposes that would not be directly related to ArkadinVision Service or generate a number of copies of the software greater than that authorized under the applicable law; (iv) modify, translate, adapt, reverse engineer, decompile, disassemble (except and only insofar as the applicable law expressly authorizes it), or incorporate the software into other software or create derivative works based on the software; (v) resell, rent, or make any commercial use of the software, or assign or grant the software or the license terms to any third party; (vi) use the documentation for purposes other than internal; (vii) remove any notice or label included on the software; (viii) export, re-export, misappropriate or disclose any part of the software or any technical information relating thereto, directly or indirectly, in violation of applicable laws; or (ix) carry out intrusion tests or attempt to obtain a denial of service in connection with ArkadinVision Service.

5. No Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF ARKADINVISION SERVICE IS AT YOUR SOLE RISK.

ARKADINVISION SERVICE IS PROVIDED ON AN AS-IS, WITH ALL FAULTS AND-AS-AVAILABLE BASIS. ARKADIN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (TO THE EXTENT PERMITTED BY APPLICABLE LAWS), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY.

ARKADIN MAKES NO WARRANTY THAT ARKADINVISION SERVICE WILL BE UNINTERRUPTED, DOWNTIME FREE, TIMELY, SECURE, ACCURATE, ERROR FREE, VIRUS FREE, FAULT FREE OR NON-INFRINGEMENT.

USE OF ANY MATERIAL OR SOFTWARE DOWNLOADED OR OBTAINED THROUGH THE USE OF ARKADINVISION SERVICE SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF ARKADINVISION SERVICE OR THE DOWNLOAD OF ANY SUCH MATERIAL OR SOFTWARE.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM ARKADIN, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE CONTRACT.

6. Term, Termination, Suspension and Modification of the Contract

6.1 Term

Your subscription will continue unless you inform us that you do not wish to renew the charge-free subscription or until it is terminated by Arkadin.

6.2 Termination

You may at any time terminate your subscription and disable your Vision account by email to vision.individual@arkadin.com.

Without prejudice to any other rights or remedies to which Arkadin may be entitled pursuant to this Contract or the law, Arkadin may immediately terminate the Contract if you breach the Contract.

The termination shall imply that you immediately cease to use ArkadinVision Service.

6.3 ArkadinVision Service Suspension

For maintenance reasons or otherwise, Arkadin reserves the right, without whatsoever liability to you or to any third party, to fully or partially suspend, at any time and from time to time, temporarily or permanently ArkadinVision Services with or without notice to you. During the suspension period, Arkadin will use best endeavors to minimize any inconvenience caused by such suspension of the Services. Arkadin may suspend the access to ArkadinVision Service if your use is determined by Arkadin, in its sole but reasonable discretion, to be (i) in violation of the terms of the Contract or the applicable law; (ii) resulting in a degradation of ArkadinVision Service; (iii) otherwise damaging or likely to damage the rights or property of Arkadin, until such time as such violation, degradation or damage has been remedied.

6.4 Modification of the Contract

Arkadin may modify the terms of the Contract upon notice to you at any time through a service announcement or by sending email to your primary email address. However, Arkadin reserves the right, without whatsoever liability to you or to any third party, to update, upgrade, modify ArkadinVision Service, or to modify, partially or in whole, at any time and from time to time, the Contract applicable to ArkadinVision Services with or without notice to you. Your continued use of the ArkadinVision Service after the effective date of any change to the terms of the Contract will be deemed to be your consent to the modified Contract.

7. Confidentiality, Personal Information and Privacy

7.1 Confidentiality

The details of your Vision account received from Arkadin are strictly personal and you shall not disclose them to any third party. Only the participant access details may be disclosed by you as the Moderator to allow your Participant to join your Vision meeting.

7.2 Personal information (Data protection) and Privacy

Arkadin and you undertake to comply with our respective obligations under any applicable data protection and privacy laws and regulation.

You are responsible for safeguarding the confidentiality of your personal data, including without limitation your username, telephone number and email address. Arkadin shall not be held liable or responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account.

By using ArkadinVision Service, you consent to Arkadin's or any of its agents' collection, processing, use, retention or disclosure of your personal data, according to our Privacy policy available here: <http://terms.arkadin.com/privacy-policy.pdf>

You authorize Arkadin to process, transfer, store in or outside the European Union in order to provide ArkadinVision Service, always subject and according to applicable laws and regulation on personal data. None of your personal data shall be retained by or made available to Arkadin 90 days after the termination of the Contract.

Arkadin undertakes to implement and maintain the appropriate technical and organizational security measures against accidental, unauthorized or unlawful access, processing or damage to your personal data.

8. Liability

8.1 YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ARKADIN SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR PARTIAL USE OF OR INABILITY TO USE

ARKADINVISION SERVICE, EVEN IF ARKADIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL ARKADIN'S ENTIRE LIABILITY TO YOU IN RESPECT OF ARKADINVISION SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE SUM OF 100 EUROS (ONE HUNDRED EUROS).

9. Intellectual Property

- 9.1 You acknowledge and agree that Arkadin or its licensors exclusively own all intellectual property rights, title and interest in and to the software and documentation made available to you.
- 9.2 Nothing in this Contract will constitute or be deemed a transfer of any intellectual property rights to your benefit.
- 9.3 You warrant that you have the right and authority to provide your Data to Arkadin. You hereby grant to Arkadin a worldwide, nonexclusive, fully-paid up, royalty-free license to use your Data as reasonably necessary to carry out ArkadinVision Service.
- 9.4 If you provide any feedback to Arkadin concerning the functionality or performance of ArkadinVision Service (including identifying potential errors and improvements), you hereby assign to Arkadin all right, title, and interest in and to the feedback, and Arkadin is free to use the feedback without payment or restriction.
- 9.5 The issuance by Arkadin of PIN codes, user names, passwords, personal identification numbers and telephone numbers does not result in any transfer of ownership to you or to your Participant.

10. Assignment and Sub-contracting

Your subscription to ArkadinVision Service is personal to you. You may not assign or transfer any of your rights to use ArkadinVision Service or any other rights or obligations under the Contract, in whole or in part.

Arkadin may assign or transfer any of our rights under the Contract, in whole or in part, at any time without notice to you.

11. General

Non Waiver. Failure by a party to enforce any clause of the Contract, whether temporarily or permanently, shall under no circumstance be construed as a waiver of the rights of such party under the clause.

Partial invalidity. If any provision of the Contract for any reason is found to be invalid, such invalidity shall not affect any other provisions of the Contract and Arkadin will replace any unenforceable provision with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

No Representation. You and Arkadin are independent parties and that you will never be deemed to be an employee, agent, distributor or representative of Arkadin.

No Prohibited Actions. In connection with any actions or activities associated with the Contract or in connection with the relationship between the parties, neither party shall engage in any unlawful trade practices or any other practices or any other applicable law that prohibits corruption, bribery or similar activity. You commit that you (i) will not either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, financial benefits, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or (ii) will establish appropriate safeguards to protect yourself from such prohibited actions. You are advised that Arkadin reserves the right, in its sole but reasonable discretion, to delete, remove or block access to, all or part of any Content that may violate or infringe the applicable law, the service use policy or any third party rights, or otherwise exposes or potentially exposes Arkadin to civil or criminal liability.

Mitigation obligation. If you suffer from the non-fulfilment of an obligation, you must take all reasonable measures to reduce to a minimum the damage likely to result therefrom.

Communications. By using ArkadinVision Service, you agree to receive commercial release, service announcement, administrative messages or similar communication from Arkadin.

Notices. Unless otherwise stated in the Contract, any notice or other communication provided under the Contract will be in writing by e-mail.

Language. To the extent permitted by applicable law, the English version of the Contract is binding and other translations are for convenience only.

12. Applicable Law and Jurisdiction

To the extent permitted by applicable laws of the country where the ArkadinVision Service has been subscribed from (the “**Country**”), this Contract shall be interpreted and governed by the laws of the Country without regard to its conflict of law provisions. All claims or disputes arising from the Contract and relating to ArkadinVision Service, without prejudice to the mandatory law provisions which apply in the Country where ArkadinVision Service is provided, will be submitted to the jurisdiction of the competent courts located in the capital city of the Country.