



ARKADIN, INC.
Arkadin Express Terms of Use

BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS TO SUBSCRIBE ONLINE TO ARKADIN'S SERVICES AND CLICKING THE ACCEPTANCE BUTTON, YOU WARRANT THAT YOU: (I) ARE 18 YEARS OF AGE OR OLDER; (II) ARE AUTHORIZED TO SIGN FOR AND BIND, THE CONTRACTING PARTY DEFINED BELOW AS "CLIENT" TO THESE TERMS OF USE AND (III) HAVE READ, UNDERSTAND AND AGREE ON BEHALF OF CLIENT TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT CLICK THE ACCEPTANCE BUTTON; YOUR REGISTRATION PROCESS WILL BE DISCONTINUED AND YOU MAY NOT USE THE SERVICES.

These Terms of Use apply to all services on the Arkadin Express website provided to the Client by Arkadin, Inc, its officers, employees, associated entities, agents, consultants and subcontractors ("Arkadin"), on a 24 hour per day, seven days per week basis, in consideration of payment based on the charges applicable to the Arkadin Services selected. Arkadin may modify or amend these Terms of Use from time to time in its discretion.

For the purpose of these Terms of Use, Client refers to any person using any Service provided by Arkadin, including but not limited to (i) the individual or entity which accepted these Terms of Use, (ii) any person designated by the Client, such as any current or former employee, agent, subcontractor, consultant who leads, manages or participates in a conference and for whom Client has established an account with Arkadin to use the Services and (iii) any other person for whom the Client has established an account with Arkadin and who is authorized to use the Services.

The Client may not resell the Services, share use of the Services with other persons, or otherwise generate income from the Services. "Services" means the particular package and price plan chosen by the Client on the Arkadin Express website.

1. CREATION OF CONTRACT

These Terms of Use and the accompanying Price Plan form the entire agreement between the parties (the "Agreement") for the Arkadin Express Services, as it now exists and may be changed or enhanced from time to time. These Terms of Use apply as soon as the Client has indicated its electronic acceptance of them, selected a Price Plan, and placed its order for Arkadin Services on this website. For the avoidance of doubt, Arkadin reserves the right to modify or discontinue a Price Plan in its sole discretion, on notice to the Client.

2. REGISTRATION, CHARGES, AND METHODS OF PAYMENT

2.1 To subscribe to the Services via the Arkadin Express website, the Client must complete the online registration process, including the electronic acceptance of these Terms of Use. Arkadin has the right to reject an online registration by a potential Client in its sole discretion, and is not obligated to provide a reason for its rejection. If rejected, a potential Client may submit a new online registration for Arkadin's re-evaluation.

2.2 All registration data provided by or on behalf of the Client must be current, complete and accurate, and the Client is solely responsible for updating such registration data as necessary. Arkadin reserves the right to terminate this Agreement immediately if any registration data is found to be inaccurate, incomplete and/or not current at any time. Arkadin uses the registration data to manage the Client's account, but the Client will have access to it both to update or correct Client's registration data as necessary and to assure that at all times Client's e-mail addresses and other information is correct. As part of the online registration process, the Client will enter a valid e-mail address and choose a password, and in that manner establish an account with Arkadin (an "Account"). The Client is solely responsible for maintaining the confidentiality of its password and Account, and is solely responsible for any and all activities that occur under its Account. The Client shall take reasonable measures to assure against unauthorized use of Client's Account, and shall notify Arkadin immediately of any unauthorized use of its Account or any other breach of security. Arkadin shall not be liable for any loss that the Client may incur as a result of a third party using its password or Account, either with or without its knowledge. The Client may be held liable for losses incurred by Arkadin and/or another party due to a third party using Client's Account or password.

2.3 Client information related to billing and payment matters collected by Arkadin during

the online registration process, including a valid debit card or credit card number, or other payment service available through Arkadin's website, with available credit sufficient to pay the applicable charges, an election of a preferred billing frequency, and other information as required by Arkadin ("**Payment Information**") provided by or on behalf of the Client must be current, complete and accurate, and Client is solely responsible for updating such Payment Information as necessary. Client hereby authorizes Arkadin, from time to time, to take steps to determine whether the debit card or credit card number provided and other Payment Information is valid. Arkadin reserves the right to terminate these Terms of Use immediately if any Payment Information is found to be inaccurate, incomplete and/or not current at any time. Arkadin shall not be responsible for any overdraft charge or other fees that Client may incur, and Client shall reimburse Arkadin for any such charges or fees imposed on it as a result of Arkadin's use of Client's debit card, credit card or other accepted method for payment hereunder.

2.4 The Client shall pay for its use of the Arkadin Services in accordance with the Price Plan selected on the Arkadin Express Website using the Payment Information supplied during registration. All quoted fees are exclusive of any applicable tax, VAT and regulatory fees now or hereafter attributable to the Services supplied. Arkadin may change its billing rates at any time and the Client agrees that, by continuing to use the Services following notice of such adjustments of the charges, Client accepts the new charges. Arkadin will bill the Client for conferencing minutes in units of one minute, so that the Client will be charged one full minute for any use of a minute or part of a minute of conferencing per each participant ("**Conferencing Minutes**").

2.5 From time to time, Arkadin may offer certain trial and/or promotional offers. Arkadin reserves the right to discontinue or modify coupons, credits, trials and promotional offers at its discretion and without notice. Any such trial or promotional offers may not be combined with other coupons, credits, trials, promotions or any other discounts, and are limited to one per Client.

3. TERM

These Terms of Use apply for the entire time Client receives Arkadin Services and when necessary or appropriate, for the period thereafter required to enforce Client's obligations under these Terms of Use.

4. SOFTWARE LICENSE

4.1 Client's use of any software or software application, whether downloaded or otherwise made available to Client by Arkadin, including any conferencing add-on software, together with any documentation to use the Services ("**Software**"), is limited to the extent the Client is entitled to necessary for the proper utilization of the Services, only as expressly permitted in these Terms of Use and only for the period of the term of the Agreement. The Software is licensed, not sold. Arkadin hereby grants the Client a non-exclusive, non-transferable and non-sub licensable license to use the Software. All rights, title, ownership rights, and Intellectual Property Rights in the Software are protected by applicable copyright laws or other laws and are held by Arkadin, and Arkadin reserves all of them.

4.2 The Client must comply with any technical limitations in the Software that only allow using the Software in certain ways and may not (i) copy the program or the source code of the Software, (ii) utilize the Software for any purpose other than participation in or use of the Services, (iii) create copies of the Software for any purpose that is not directly related to the Services or make more copies of the Software than specified in these Terms of Use or allowed by applicable law despite this limitation, (iv) modify, translate, adapt, reverse engineer, decompile, disassemble or incorporate the Software into any other software, or create derivative works based upon the Software, (v) resell, rent, lease or make any commercial use of the Software or transfer the Software or this Software license to any third party, (vi) use the documentation, except for internal and reference purposes in connection with the Services, (vii) remove any proprietary notices or labels from the Software, (viii) export, re-export, divert or disclose any portion of the Software or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

4.3 THE CLIENT UNDERSTANDS AND AGREES THAT THE SOFTWARE IS PROVIDED "AS IS." TO THE EXTENT PERMITTED BY LAW, ARKADIN AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. ARKADIN AND ITS SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION REGARDING (I) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, (II) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SOFTWARE, (III) SOFTWARE'S ABILITY TO MEET ANY OF THE CLIENT'S REQUIREMENTS OR (IV)

THE QUALITY OF ANY MATERIAL AND/OR DATA DOWNLOADED THROUGH, OR MATERIAL AND/OR DATA RECORDED, PLAYED BACK OR EDITED (AS APPLICABLE) WITH, THE USE OF THE SOFTWARE.

- 4.4** Use of the Software and of any material obtained and/or data downloaded through or material and/or data recorded, played back or edited (as applicable) with the Software is in the Client's sole discretion and at the Client's risk.

5. CLIENT'S OBLIGATIONS

The Client shall:

- 5.1** Provide Arkadin with all the information necessary to provide the Services, update Arkadin in writing with any changes in such information (including any change of addressor, user), and be solely responsible for any consequence caused by failure to provide or update such information;
- 5.2** Only use the Services in accordance with directions given by Arkadin from time to time for better management of the Services or for security purposes, provide content in accordance with all applicable local laws and regulations, and make all necessary disclosures before using the Services and/or the Software (defined above) regarding the collection and the use of identifying information about participants using the Services;
- 5.3** Restrict knowledge and maintain the confidentiality of all telephone access numbers, PIN Codes, logins, passwords and personal identification numbers used in connection with the Services, and generally safeguard such information to ensure that there is no unauthorized use of the Services;
- 5.4** Have sole liability for the use of the Services, and for the content and the transmission of any communications while using the Services, including any illegal, fraudulent or immoral purposes by the Client or others using Client's e-mail addresses and passwords;
- 5.5** Grant Arkadin, solely for the purpose of providing the Services, the authorization to host, record, copy, cache and display such content; and
- 5.6** Indemnify, defend and hold Arkadin and its suppliers harmless from and against any claims, damages, liabilities, costs and expenses (including without limitation reasonable legal fees and expenses including taxes and VAT) arising out of or related to (i) the use of the Services, including content of any conference communications held by the Client (such as confidential communication and disclosures made through the use of the Services) and transmission content (such as application sharing, document sharing, file transfer), (ii) the Client's breach of any provision of these Terms of Use, (iii) Client's infringement of any Intellectual Property Rights or other rights of any person or entity caused by the Client's mis-use of the Services, including Client's mis-use of any Software.

6. ARKADIN'S OBLIGATIONS

Arkadin shall:

- 6.1** Use reasonable commercial efforts to provide the Services, shall perform its obligations with reasonable care and skill in accordance with the standard normally provided by a skilled professional firm in the performance of services similar to the Services provided hereunder;
- 6.2** Make its training service reasonably available to Client so that the Client is aware of best practices regarding Services usage and of the security features of the Services;
- 6.3** Take reasonable commercial efforts to ensure that conferences are kept confidential when Client uses its communications equipment and the associated servers and that Arkadin's staff who have access to the teleconferencing equipment keep the Client's information confidential;
- 6.4** Ensure that the platform for Services uses reasonable current security technology covering user authentication and data encryption;
- 6.5** Ensure the integrity and the confidentiality of any content that may have been recorded and/or stored; and

- 6.6** Defend or, at its option, settle any claim or action brought against the Client, alleging that the use of the Services or any Software (or any part thereof) as provided under the Terms of Use and as used within the scope of and in accordance with the Agreement, infringes the intellectual property rights of a third party, provided that (i) this infringement claim is not attributable to a use in combination with any service(s) not furnished by Arkadin, (ii) the claim is not attributable to the use of a non-current release of the Software and (iii) the Client gives reasonable notice and cooperation to Arkadin in connection with the defense of such claim, makes no admission or settlement in respect of such claim and Arkadin directs and controls such defense. Regarding U.S. based Clients, this indemnification includes, without limitation, Arkadin's violations of U.S.C. Section 222, and 47 C.F.R. Sections 64.2001-64.2011.
- 6.7** The Client recognizes that Arkadin's ability to provide Services depends on the reliability, availability and continuity of connections by various third parties and external factors (such as telecommunications carriers, public internet, Client's equipment, etc) and Arkadin is not and cannot be liable for a service interruption outside of its control. Arkadin makes no warranty express or implied that all security threats and breaches and vulnerabilities will be detected. Arkadin may be required to reduce or suspend Services for a short period to enable technical or maintenance operations to be improved, upgraded or conducted or to avoid an imminent threat of material harm to Arkadin or to anyone else, and it will use best effort to minimize any inconvenience to the Client caused by such reduction or suspension of Services.
- 6.8** In addition, Arkadin may provide all updates, supplements, add-on components, features, or other functionality, including without limitation increases, decreases, and alterations of functionality, features, storage, security, availability, content, and other information relating to the Software or Services that Arkadin may make available to the Client after the date that Services commence, subject to any additional terms and conditions provided by Arkadin applicable to such updates, including updates for Services Arkadin is allowed to resell.

7. LIABILITY

- 7.1** THIS SECTION SETS OUT THE ENTIRE LEGAL AND FINANCIAL LIABILITY OF ARKADIN AND ITS SUPPLIERS TO THE CLIENT IN RESPECT OF ANY CLAIMS RELATING TO (I) ANY BREACH BY ARKADIN OF THESE TERMS OF USE (II) ANY USE MADE BY THE CLIENT OF THE SERVICES OR (III) ANY REPRESENTATION, STATEMENT OR TORTUOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) OF ARKADIN ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO A PARTICULAR CLIENT.
- 7.2** ARKADIN AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW, ARE EXCLUDED. SPECIFICALLY, CLIENT ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN OR FOR HIGH-RISK ACTIVITIES SUCH AS, BUT NOT LIMITED TO LAW ENFORCEMENT, MEDICAL PROCEDURES, ONLINE CONTROL OF AIRCRAFT, AIR OR SEA TRAFFIC, NAVIGATION, COMMUNICATION, OR THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY ENERGY FACILITY. ARKADIN PROHIBITS ACCESS TO THE SERVICES FOR HIGH RISK ACTIVITIES AND HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.
- 7.3** IN NO EVENT SHALL ARKADIN AND ITS SUPPLIERS BE LIABLE TO THE CLIENT WHETHER IN TORT, CONTRACT, MISREPRESENTATION OR IN ANY OTHER LEGAL THEORY, FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES, (II) LOSS OF PROFITS, (III) LOSS OF BUSINESS, CONTRACTS, BUSINESS OPPORTUNITIES, (IV) LOSS OF INCOME, ANTICIPATED SAVINGS, (V) LOSS OR CORRUPTION OF DATA OR INFORMATION OR (VI) ANY DEGRADATION WHICH OCCURS IN RELATION TO THE NETWORK OR ASSOCIATED SOFTWARE OR HARDWARE OF THE CLIENT AS A RESULT OF THE PERFORMANCE OF THE SERVICES.
- 7.4** NOTHING HEREIN SHALL EXCLUDE ARKADIN FROM LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 7.5** THE MAXIMUM LIABILITY OF ARKADIN AND ITS SUPPLIERS HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID OR PAYABLE TO ARKADIN BY THE CLIENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF ANY CLAIM EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY.

8. FORCE MAJEURE

If an event beyond a party's reasonable control should occur, including, without limitation, act of God, governmental act, war, fire, flood, explosion or civil commotion ("**Force Majeure**"), the affected party shall notify in writing the other party within three business days following its occurrence. A party shall not be in breach of these Terms of Use, nor liable for any failure or delay in performance of any obligations under these Terms of Use arising from or attributable to Force Majeure. Arkadin shall not be liable for any interruptions, failure or delay in services resulting from the interruption of service by third party.

9. SUSPENSION-TERMINATION

- 9.1** In the event that payment is not received from the Client for Services or if payment has been rejected by the issuer of Client's credit card, debit card or other payment service, Arkadin shall have the right to suspend all or any portion of Services to the Client without further notice. Arkadin may continue suspension, or at its discretion terminate the Terms of Use, until such time as the Client has paid in full all charges then due, including any late fees thereon specified herein.
- 9.2** Arkadin reserves the right to terminate these Terms of Use immediately if the Client breaches any of its material obligations under the Agreement.
- 9.3** Upon termination of the Agreement, Client will immediately discontinue all access to and use of the Services, cease to represent in any form that it is a user of the Services, and shall immediately pay Arkadin any amounts owed under the Terms of Use. Arkadin will immediately disable Client's Account upon termination.

10. INTELLECTUAL PROPERTY

The Client agrees that all Intellectual Property Rights, confidential know-how, trade secrets, graphics, logos and trade names used by Arkadin in performing its obligations under these Terms of Use ("**Intellectual Property Rights**") are, and will remain, the property of Arkadin (or the third party who has granted Arkadin the right to use them), and nothing in these Terms of Use or Arkadin's performance of it will be deemed to transfer to the Client any such Intellectual Property Rights of Arkadin or any third party. The allocation of access numbers, PIN Codes, logins, passwords, personal identification numbers and telephone numbers shall not involve any transfer of ownership to the benefit of the Client.

11. CONFIDENTIALITY AND PRIVACY

- 11.1** For a period of two years after disclosure, the parties and their employees, agents, consultants, subcontractors, or any other persons for whom they are responsible, (i) undertake to keep strictly confidential any information that they may have mutually exchanged during the performance of the Terms of Use, including passwords or access keys to the Services. Confidential information includes, but is not limited to trade secrets, customer lists, Customer Proprietary Network Information as defined under U.S. laws ("**CPNI**"), software plans or any other product or projects in development, marketing or business plans, or financial information, pricing, and all documents/access information for the Services, and (ii) shall not use or disclose any information to a third party for any purpose, other than as may be reasonably necessary for the performance of the respective duties of each party under these Terms of Use. Arkadin agrees to implement appropriate and specific safeguards to ensure confidentiality of CPNI and compliance with U.S.C. Section 222, and 47 C.F.R. Sections 64.2001-64.2011. At termination of the Terms of Use, each party will return all confidential information to the other promptly upon request of the other party. The foregoing shall not preclude Arkadin from responding to a subpoena or other legally enforceable request for information.
- 11.2** Subject to the foregoing, Arkadin shall keep all of the Client's data secure and comply at all times with its obligations under any applicable law relating to the protection of personal data and privacy law existing in all jurisdictions in which its obligations are performed. The Client retains entire responsibility for the data processed by Arkadin. Arkadin's privacy statement may be found and consulted on Arkadin's website: <http://www.arkadin.com/documents/en/ArkadinPrivacyPolicy.pdf>. The Client is informed and accepts that all or any part of its personal data may be processed by Arkadin for the sole purpose of providing the Services and in accordance with the Client's instructions.

12. APPLICABLE LAW AND JURISDICTION

This Agreement shall be interpreted and governed by the laws of the State of New York without regard to its rules governing conflicts of law, and the parties agree to submit to the exclusive jurisdiction of the state or federal

courts located in New York County, New York, to resolve any disputes arising hereunder. The parties also consent to courts located in New York, New York as the forum for hearing and resolution of any such disputes.

13. GENERAL

- 13.1** Failure by a party to enforce any provision of the Terms of Use, whether temporarily or permanently shall under no circumstance be construed as a waiver of the rights of such party under any other provision of these Terms of Use.
- 13.2** If any of the terms of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted at law. Client enters into this Agreement solely for its own benefit and purpose. This Agreement in no way confers any rights upon any third party, including but not limited to any third party participant in any conference or other third party recipient of messages transmitted through the Services.
- 13.3** These Terms of Use in no way confer any rights upon any third party, including but not limited to any third party participant in any conference or other third party recipient of messages transmitted through the Services.
- 13.4** Client may not assign its rights or authorize others to use the Services under this Agreement, either in whole or in part, and any such attempted assignment or delegation shall be void.
- 13.5** Arkadin may provide Client with notice by e-mail or regular mail to client's last known address as indicated on Client's Registration information, or by and/or postings on the Arkadin Express website.

ARKADIN, INC.
ARKADIN EXPRESS PRICING TERMS

Client must elect either the Unlimited Monthly Plan or the Pay-As-You-Go Pricing Plan. If Client elects to participate in the free trial offer, Client will be enrolled automatically in the Unlimited Monthly Plan, and unless Client cancels the Service, Arkadin will charge Client the \$39.95 monthly unlimited use fee on the day following the end of the free trial period.

Unlimited Monthly Plan. By completing the electronic acceptance process below, Client accepts the Unlimited Monthly Plan. In that case, Arkadin will charge \$39.95 to Client's credit card, debit card or other approved payment service provided as part of the registration process, and \$39.95 each month on the anniversary date of registration (or the nearest corresponding date if there is not actual corresponding anniversary date in a particular month). Services are paid for in advance for a particular monthly billing cycle. Arkadin reserves the right to suspend or terminate Services if the issuer of Client's credit or debit card account or other approved payment service declines to accept Arkadin's charge for Services on the due date. Client's Account for use of the Arkadin Express Service under the Unlimited Monthly Plan is not transferable. This Unlimited Monthly Plan entitles Client to unlimited use of the Arkadin Express Services, on a 24/7 basis, for the applicable pre-paid billing cycle. However, Arkadin also reserves the right, in its sole discretion, to suspend or terminate Services (i) if the extent of use of Client's Account reflects unauthorized use of Client's password or a use that is not in accordance with the Agreement or (ii) if usage exceeds normal "fair use" of the Express Services Client will be deemed to exceed fair use if it exceeds an average of 500 hours of Conferencing Minutes each month in any consecutive three month period. Arkadin reserves the right to increase the monthly charge for the Unlimited Monthly Plan on notice to Client, and Client's use of Services after delivery of such notice is deemed acceptance of the new pricing. Client may terminate participation in the Unlimited Monthly Plan by giving notice to Arkadin not less than ten days prior to the beginning of the next billing cycle. In that case, Arkadin will not issue any pro rated refund to Client, but Client may continue to use the Express Service until the end of the billing cycle.

Pay-As-You-Go Pricing Plan. By completing the electronic acceptance process below, Client accepts the Pay-As-You-Go Pricing Plan. In that case, Arkadin will charge Client's credit card, debit card or other approved payment service provided as part of the registration process \$50.00 at the inception of Services, and create a Client Account for the Express Service (the "**Account**"). Client must maintain a pre-paid amount of not less than \$15.00 in the Account to cover applicable charges for minutes used and to be used. Applicable charges will be deducted from Client's Account each time Services are used. No interest will be paid on balances in Client's Account. Client will receive a low balance alert from Arkadin each time the Account balance is \$15.00 or less. Arkadin will have available online statements of the Client's Account.

The Client is responsible for maintaining a minimum pre-paid amount at all times sufficient to pay charges to Client's Account. Client is responsible to replenish the Account by \$50.00 each time that the balance in Client's Account falls below \$15.00. Alternately, if Client so elects, and at such time as Arkadin makes the automatic replenishment service available, Client's Account will be replenished, by a \$50.00 charge to Client's credit card, debit card or other payment service, each time that the balance in Client's Account falls below \$15.00. Arkadin has the right to suspend or terminate services if Client does not replenish a low balance Account. Client may cancel the Arkadin Express Service by notice to Arkadin at any time. In that case, Arkadin will not refund any balance in the Account, but Client may continue to use the Express Service until the Account balance is reduced to zero.