

## Online Membership Agreement

This Online Membership Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of this signup date by and between the following parties:

Future Skill AB ("Company"), a corporation, incorporated under the laws of Sweden with the registration number 559106-7128, having its principal place of business at the following address:

Stora Nygatan 13,  
411 08 Göteborg, SWEDEN  
Website Address: futureskill.com  
Email: contact@futureskill.com

and

all current and future members of the online Coding Community ("Community") provided by the Company, specifically you ("Member"), the current individual agreeing to the terms of this Agreement.

Company and Member may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Company provides the Community, designed for the following purpose, elaborated on more fully below: an online web service where individuals can gather and communicate, learn, solve tasks and participate in challenges centered around programming;*

*WHEREAS, Member would like to join the Community and acknowledges and agrees to be bound by the terms and conditions listed herein;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:*

### **Article 1 - MEMBERSHIP:**

This Agreement forms a legally binding agreement between Member and Company and governs the Member's access and participation in the Community, the Member's access and use of the Company's website and any services thereon (collectively the "Membership Services"). Hereinafter "you" or any third-party pronouns will refer to Member.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT THROUGH PAPER OR ELECTRONIC MEANS, YOU AGREE TO BE BOUND AND

ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

#### **Article 2 - MEMBERSHIP SERVICES:**

The Membership Services, as part of the Community specifically provided by Company are as follows:

- Online learning of programming languages
- Coding challenges
- Creation of coding exercises, challenges and tutorials
- Other services related to the bullets above

#### **Article 3 - DISCLAIMERS:**

Company hereby expressly disclaims any and all responsibility for the actions, interactions, conduct, communications or other relationships of any Members through the Membership Services or otherwise. Company makes no warranties, representations, guarantees, or other promises or covenants with regard to any Member or their conduct.

Member hereby acknowledges and agrees that Company is not responsible or liable in any way for Member's interactions with others and that Member's actions and interactions are Member's sole and exclusive responsibility.

#### **Article 4 - REGISTRATION:**

Member may be asked to register to use the Membership Services. Member will choose a secure password to access the services and provide a personal email address. Member is responsible for ensuring the continued accuracy, security, and confidentiality of this information. Providing false or inaccurate information or using the Membership Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

#### **Article 5 - USE:**

Member agrees not to use the Membership Services for any unlawful purpose or any purpose prohibited under this clause. Member agrees not to undertake any action which may damage the Company in any way.

Member further agrees not to use the Company or Membership Services:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

- b) To violate any intellectual property rights of the Company or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f) To publish or distribute any obscene or defamatory material;
- g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- h) To unlawfully gather information about others.

**Article 6 - FEES:**

Company provides the Community to Member free of charge.

**Article 7 - RELEASE:**

Member hereby releases Company, as well as any of Company's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Member's dispute with any other Member.

**Article 8 - TERMINATION:**

This Membership Agreement shall continue until terminated by either Party. In order for Member to cancel, the Company's web page provides functionality to end the membership in the Community. If 36 months pass without any log in or activity on Member's Community account, the membership is cancelled. Company may also terminate the Member's membership in the Community at any time for convenience.

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Member, the liquidation, dissolution or discontinuance of the Company by the Company in any manner, or the filing of any petition by or against the Company under federal or state bankruptcy or insolvency laws.

**Article 9 - LIMITED LICENSE:**

Member acknowledges and agrees that the Company's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents,

trademarks, proprietary or other rights arising thereof, are owned by the Company or its affiliates, licensors, or suppliers.

Member acknowledges and agrees that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and Company of the same are the intellectual property, proprietary, and confidential information of Company and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with Company's ownership of all of the intellectual property discussed herein. Member further agrees that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Company or any third party.

For any Membership Services which enable Member to use any software, content, equipment or other physical or non physical materials owned or licensed by Company, Company grants Member a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, content, equipment or other materials FOR PERSONAL, NON-COMMERCIAL USE ONLY.

#### **Article 10 - RESTRICTIONS:**

Member is prohibited from selling, reselling, or making commercial use of the Membership Services, unless Member has specifically an executed agreement with Company that expressly allows for such activity.

#### **Article 11 - THIRD-PARTY SERVICES:**

Certain Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). Company does not control any Third-Party Services. The Company makes no claim or representation regarding the third-party services and accepts no responsibility for the quality, content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by the Company of these Third-Party Services and Company shall not be responsible for any content provided on or through these Third-Party Services.

#### **Article 12 - MEMBER CONSENTS:**

Member agrees and verifies that all of the information they have given the Company and its representatives is accurate, up to date, and without the omission of any requested information. Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Company harmless against all liability for any damages that may occur to Member or others because

of Member's actions or inactions. Member agrees to notify the Company Membership Group of any changes or upcoming changes concerning their personal information.

**Article 13 - ASSUMPTION OF RISK:**

Member agrees and understands that their participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, Member chooses, of their own will and volition, to continue participating in the Membership Services.

**Article 14 - INDEMNIFICATION:**

Member agrees to defend and indemnify Company and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Member's use or misuse of the activities, Member's breach of this Agreement, or Member's conduct or actions. Member agrees that Company shall be able to select its own legal counsel and may participate in its own defense, if so desired.

**Article 15 - REPRESENTATION:**

Member agrees that they may legally consent to and enter into this Agreement.

**Article 16 - ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the Member and the Company with respect to any and all use of the Membership Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

**Article 17 - COUNTERPARTS:**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

**Article 18 - SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

**Article 19 - SEVERABILITY:**

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

#### **Article 20 - DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration.

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All members of the tribunal shall be appointed by the Institute upon receipt by the Institute of a request for arbitration submitted with reference to this Agreement. The arbitral tribunal shall be competent to consolidate the handling of claims brought under this Agreement or any document entered into in connection with it, with the application *ex analogia* of the provisions of the Swedish Code of Procedure (Sw. *rättegångsbalken*). The place of arbitration shall be Stockholm. The arbitration proceedings shall, unless otherwise agreed, be conducted in Swedish.

The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information if required by law or other enactment or by a decision of any judicial or administrative authority or by stock exchange rules to be disclosed by that party or to give effect to a decision or award.

Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on national and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

#### **Article 21 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of Sweden without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction of the country of Sweden.

**Article 22 - NOTICES:**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this section.

**Article 23 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, you the Member accept and enter into this Agreement with the Company by checking the signup checkbox. Your acceptance of this Agreement will be timestamped and stored in the Company's databases.