

Online Membership Agreement – version 1.0

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

Future Skill AB (“Future Skill”), 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 (also used for communication with the Future Skill Membership Group)

and

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

Future Skill and Member may be referred to individually as “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Future Skill 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, create and publish software programs 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 Future Skill and governs the Member's access and participation in the Community, the Member's access and use of Future Skill's website on futureskill.com (the “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 / OR BY ENTERING INTO THIS AGREEMENT ON OUR WEBSITE, 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 Future Skill are as follows:

- Online learning of programming languages
- Coding challenges
- Creation and publication of “Freecode” coding exercises, tutorials, challenges and software programs, and also solutions and other contributing code and written and graphical material for such Freecodes (collectively “Content”)
- Other services related to the bullets above
- Potentially more features and/or services will be added to Website in the future, in which case these are also covered by this Agreement

Article 3 - DISCLAIMERS:

Future Skill 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. Future Skill makes no warranties, representations, guarantees, or other promises or covenants with regard to any Member or their conduct.

Member hereby acknowledges and agrees that Future Skill 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 Future Skill in any way.

Member further agrees not to use Future Skill, the Website 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 Future Skill or any third party (for example copyrighted material);
- c) To upload or otherwise spread 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 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 collect or use any information that might identify a person (for example, collecting usernames), unless permitted by that person, or to in any other manner unlawfully gather information about others;
- i) To distribute unsolicited promotional or commercial content or other unwanted or mass solicitations (spam);
- j) To run contests that do not comply with Future Skill's policies and guidelines;
- k) To use the Membership Services to: (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Membership Services; or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Webpage or where Content from the Webpage is the primary basis for such sales (for example, selling ads on a webpage where Future Skill content is the only content of value);
- l) To access the Membership Services using any automated means (such as robots, botnets or scrapers) except: (a) in the case of public search engines, in accordance with Future Skill's robots.txt file; (b) with Future Skill's prior written permission; or (c) as permitted by applicable law;
- m) To otherwise violate any applicable laws, regulations or international agreements.

Member accepts that Future Skill enforces resource usage limits on resource types such as CPU time, memory and bandwidth. These resource usage limits are set by Future Skill and

may change from time to time. Member furthermore acknowledges Future Skill's right to take any measures it sees fit, such as programmatically limiting the Member's usage, issuing a warning or terminating the membership, when such resource usage limits have been exceeded.

Member accepts responsibility for all activity on the Member account on the Website. Member agrees not to share the login credentials to the Website and to protect the same login credentials as securely as possible in order to avoid access by others.

Article 6 - FEES:

The Membership in the Future Skill Community is free of charge. However, paid features may be introduced at the convenience of Future Skill, in which case it is the choice of Member whether to pay for these or not. If Member does not choose to utilize the paid services, there will always also be a free tier and free features.

Article 7 - RELEASE:

Member hereby releases Future Skill, as well as any of Future Skill'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 Webpage provides functionality to end the membership in the Community. If 36 months passes without any log in or activity on Member's Community account, the membership may be cancelled. Future Skill 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 Future Skill in any manner, or the filing of any petition by or against Future Skill under bankruptcy or insolvency laws.

Article 9 - LIMITED LICENSE:

Member acknowledges and agrees that Future Skill'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 Future Skill 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 organization of the same are the intellectual property, proprietary, and confidential information of Future Skill and its affiliates, licensors, and suppliers.

This Agreement does not transfer any Future Skill or third-party intellectual property from Future Skill to Member, and all right, title and interest in and to such property will remain entirely with Future Skill. Your use of the Website grants no right or license to Member to reproduce or otherwise use any Future Skill or third-party trademarks.

Member expressly agrees not to do anything inconsistent with Future Skill'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 Future Skill 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 Future Skill, Future Skill 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 a specifically executed agreement with Future Skill that expressly allows for such activity. Alternatively, Future Skill may release features for commercial use, in which case the terms which allows commercial use will be agreed with the Member at the time when the Member signs up for, and potentially pays for, such commercial features, in which case the right to use these features commercially will be expressly stated.

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"). Future Skill does not control any Third-Party Services. Future Skill 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 Future Skill of these Third-Party Services and Future Skill 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 Future Skill 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 Future Skill 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 Future Skill Membership Group of any changes or upcoming changes concerning their personal information. Whenever possible it is sufficient to update the personal info by editing the personal info in the Member profile on the Website.

Member agrees to allow Future Skill to send important updates, such as changes to this Agreement, to the Member via the registered email address. Future Skill may also send information via email, for example to inform on an upcoming event or challenge, but for such general information emails Member will always be able to opt out by altering the Member's profile settings on the Website.

Member allows Future Skill to share, in case provided by Member, their name, email, phone number, source code solution, LinkedIn link and Github link (collectively "Submit Data") in the case where Member submits a solution to a competition which is sponsored by a company or organization. However, there will always be a decision point to go through with the submit and provide the Submit Data upon participation in a sponsored competition and it is clearly marked when a competition is sponsored.

Member allows Future Skill to collect and analyze data about Member and Member's usage of the Membership Services in order to create a member profile, to provide Member with relevant information and better services. How Future Skill handles personal data is detailed in our Privacy Policy, accessible on Website, typically at <https://app.futureskill.com/policy>.

Article 13 – SUBMITTED CONTENT:

Member retains all ownership rights for their submitted Content. However, some rights, as detailed below, are granted to Future Skill and other users of the Membership Services.

In submitting Content, including solutions of Freecodes and Freecodes created by Member, Member agrees to allow others to view, copy, create derivative work from and edit this Content. For submitted Content, including but not limited to authored Freecodes, Freecode solutions and comments, you grant Future Skill the perpetual, worldwide, non-exclusive, nocharge, royalty-free, transferable, sublicensable, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the work and such derivative works in any form, with or without modification.

Member warrants, represents and agrees to have the right to grant Future Skill the rights set forth above. Member represents, warrants and agrees to not contribute any Content that infringes, violates or otherwise interferes with any copyright, trademark or intellectual property rights of another party, or the privacy or publicity rights of another or which

violates any law or right of any third party, or is intended to damage other individuals or Future Skill.

The above mentioned licences granted by Member continues until the Content is removed. Once removed, the licences will terminate, except where the operation of the Membership Services, use of Content permitted before such removal, or the law requires otherwise. For example, removal of Content by Member does not require Future Skill to: (a) recall or delete derivative Content held by other users; (b) delete Content which has achieved official status (Freecodes or solutions tagged with "Official" on the Website) and which thus has been copied and made available long-term to the Community; or (c) delete copies which Future Skill reasonably needs to keep for legal or operational purposes.

If Future Skill reasonably believes that any Content is in breach of this Agreement or may cause harm to Future Skill, other users, or third parties, Future Skill may remove or take down some or all of such Content.

Future Skill provides information to help copyright holders manage their intellectual property online. If anyone believes their copyright has been infringed on the Webpage, Future Skill accepts notices on contact@futureskill.com. Future Skill responds to notices of alleged copyright infringement and may block repeat infringers' access to the Membership Services.

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 Future Skill 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 Future Skill 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 Future Skill 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 - CHANGES:

Future Skill reserves the right to modify or replace any part of this Agreement. Any new versions of this Agreement will be posted on the Website, typically at <https://futureskill.com/membership>. It is Member's responsibility to check this Agreement periodically for changes. Your continued use of the Membership Services following the posting of any changes to this Agreement constitutes acceptance of those changes. Future Skill may also, in the future, offer new features through the Website. Such new features shall be subject to the terms and conditions of this Agreement.

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 Future Skill 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 Future Skill by checking the signup checkbox. Your acceptance of this Agreement will be timestamped and stored in Future Skill's databases. By continued use of the Website and the Membership Services you also accept the terms of this agreement and your status as Member.