

GENERAL TERMS AND CONDITIONS FOR TECHNIGO'S REMOTE FRONTEND CODING BOOT CAMP

Last revised: August 11 2020

These Terms and Conditions (the “**Terms**”) together with the application, the Offer (as defined below) and your acceptance thereof to the extent relevant, collectively the “**Agreement**”, govern the booking, provision and participation in a frontend coding boot camp (the “**Course**”) organised by Technigo AB, reg. no. 559051-8030 (the “**Organiser**”, “**we**”, “**our**”, “**us**”). By applying for the Course, you (“**you**” and “**your**”) accept these Terms. The Organiser and you may herein also each be referred to as a “**Party**” and jointly as the “**Parties**”.

These Terms apply in Sweden.

Persons under the age of eighteen (18) may not sign up for the Course.

By applying for the Course, you warrant;

- that you have the authority to accepting these Terms (either on your own behalf or by having an authorized person at your company agree to the terms set forth herein on your behalf);
- the agreement that is entered by you applying for the course, which for the avoidance of doubt include these Terms, is binding and enforceable against you; and
- to the extent an individual is accepting these Terms on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity.

1. The Course

- 1.1. The Course is a coding boot camp course that takes place remotely. More information about the Course, including information on the curriculum, learning objectives and what we expect from the persons attending the Course (the “**Attendees**”) may be found at <https://www.technigo.io/program/>. You sign up for the full course of twenty-four (24) weeks. The term of the Course you choose is referred to as the “**Term**”.
- 1.2. The Attendee is responsible for securing the Attendee’s access to the network necessary to participate in the Course. There may be additional costs for e.g. transfers of data. These costs are not paid by us. Furthermore, the Attendee is responsible for obtaining and keeping the necessary hard- or software up to date in the manner that is required to participate in the Course. The Organiser may specify certain material that is required on the course page at the Organiser’s webpage www.technigo.io (the “**Webpage**”) and unless expressly set out therein, such material will not be provided by the Organiser.

2. Application Process, Pricing and Payment Terms

- 2.1. You apply for the Course by filling in and filing the entry form located at the Webpage. You will be provided with a confirmation of your application by email to the email address you registered when applying for the Course, which will be used for all further email correspondence with you unless you have notified a new email address to us.
- 2.2. The Organiser will inform you by email whether you have been accepted to the Course or not. If you have been accepted to the Course, you will be presented with an offer to enroll in the Course that applies for a period of seven (7) days from the email has been sent to you (the “Offer”). The Offer will also include the requirements that the Attendee needs to comply with to be granted a certificate by the Organiser after completing the Course.
- 2.3. If you decide to accept the Offer, you will also be asked to choose which Term the Attendee shall attend the Course. Following your acceptance of the Offer, an invoice will be sent to you by email. For the avoidance of doubt, acceptance of the Offer is binding.
- 2.4. Pricing details for the Course are specified on the course page accessible at the Webpage and the price in question will also be set out on the invoice.
- 2.5. The payment term is ten (10) calendar days from the date of invoice.
- 2.6. If you choose a Term of twenty-four (24) weeks you have two payment options. First option; the payment will be divided into two (2) instalments. In such case, fifty (50) % of the Course Fee (as defined below), including all fees and taxes will be payable upon receipt of the initial invoice that is provided following your acceptance of the Offer. The remaining fifty (50) % will be invoiced once the first half of the Term has passed. The second option; the Course Fee (as defined below), including all fees and taxes will be divided on six (6) months where twenty (20) percent will be payable upon receipt of the initial invoice that is provided following your acceptance of the Offer. The remaining eighty (80) percent will be divided up evenly during the months that you attend the program and will be invoiced on a monthly basis once you start the Course. The Participant will agree to one payment option when accepting the Offer and have no right to change payment option after that occasion.
- 2.7. In the case that you get offered a discounted price from what’s stated on the Course page you have no right to choose payment option. In such case the payment will be divided into two (2) instalments, as described above.
- 2.8. Provided you have paid the applicable course fee, including fees and taxes, (the “**Course Fee**”) you will receive an enrolment letter confirming the Attendee’s right to participate in the Course. Provided that the payment term has ended prior to the start of the Course, the

Attendee's right to attend the Course is dependent on payment of the course fee in accordance with the above.

- 2.9. Upon receipt of the confirmation, you shall ensure that the information contained in such enrolment letter is correct. If you find that any information therein is incorrect, you need to inform us immediately by hello@technigo.io so that a correct enrolment confirmation may be issued.
- 2.10. The right to participate in the Course is tied to the registered Attendee and may not without prior written consent of the Organiser be passed onto someone else.

3. Changes, Cancellation Policy and Refunds

- 3.1. The Organiser reserves the right to change teachers, speakers, coaches and course materials for the Course. The Organiser also reserves the right to make changes to the course syllabus. These changes are made to ensure that the Course is in line with what the Organiser consider's to be the current technical developments and to the extent a teacher, speaker or coach is unable to attend, e.g. due to illness.
- 3.2. Organiser reserves the right to change the location of physical meetings until ten (10) days before the Course. The Organiser will strive to find a location as close to the original location as possible. We will notify you by email if we change the location and/or the time for the meeting.
- 3.3. The Organiser has the right to cancel or reschedule the Course due to low enrolment or shortage of teachers, speakers and/or coaches until twenty (20) days before the start date of the Course. The Organiser shall also be entitled to cancel the Course if a teacher, speaker and/or coach is unable to attend the Course, and the Organiser cannot remedy this with commercially reasonable efforts, including but not limited to finding a suitable substitute, and such person is essential for the Course. If a Course is cancelled, you will be notified by email.
- 3.4. Should a Course be cancelled or any material changes that completely changes the learning outcomes, duration, scope or objectives for the course entitle you to terminate the Agreement, you are entitled to a pro rata refund for the Course Fee related to the remainder of the Term.
- 3.5. Should an Attendee have more than four (4) weeks of continuous absence due to sickness with valid proof of sickness from an authorised doctor during the Course the Attendee have the right to paus their studies. The Attendee should then be offered a seat in the next upcoming Course of the same sort or other courses with the same learning object within a

year. The Attendee have no right for refund. The Attendee is not granted a paus due to sickness if the Attendee already was on sick-leave for the same condition at the time when the Attendee enrolled in the course.

4. Withdrawal

- 4.1. If you have signed up for the Course in the capacity of a private person (“**Consumer**”) directly from the Organiser, you are, in accordance with the Swedish Distance and Off-Premises Contracts Act (2005:59) (Sw. distansavtalslagen), entitled to withdraw from your acceptance of the Offer within fourteen (14) calendar days after your acceptance and be fully refunded.
- 4.2. If the intended start date of the Course is during the withdrawal period, the Organiser will require the Consumer to give an explicit consent to start the Course and agree to that the right of withdrawal does not include the part of the Course that is completed by the Customer during such withdrawal period. If the Consumer exercises the right of withdrawal after the Course has started, but before completion of the Course, the Organiser will retain a proportional share of the Course Fee in relation to the completed course elements.
- 4.3. If the Consumer wishes to exercise the right of withdrawal, the Consumer must inform the Organiser within fourteen (14) days from the receipt of the enrolment letter. To exercise your right of withdrawal you may use the [Swedish Consumer Agency's form for withdrawal](#) . We recommend that you contact us by email to student@technigo.io if you would like to exercise your right of withdrawal.

5. Disclaimers and limitations of liability

- 5.1. The Course and the materials provided by the Organiser, are, to the extent permitted under applicable law, provided “as is” without warranty of any kind, either expressed, or implied, including, but not limited to, all warranties of fitness for a particular purpose or non-infringement of third parties’ rights.
- 5.2. The Organiser is keen to provide the Attendees’ with the best possible Course. However, the Organiser does not warrant any particular result from the Attendee attending the Course, including but not limited to the Attendee finding a job. In order for the Attendee to reach the learning objectives, it is imperative that the Attendee participates actively during the Course. The Attendee accepts the responsibility for the Attendee’s own training and learning.
- 5.3. To the extent permitted under applicable law, the Organiser’s liability shall be restricted to direct damages and under no circumstances shall the Organiser or any of its employees and such be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of

goodwill, interruption of work, loss of data, loss of productivity or contract, or any other commercial damages or losses.

5.4. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of the Organiser. The Organiser is not liable for criminal, non-contractual, or negligent actions or omissions of third parties that affect the Course.

5.5. In no event shall the Organiser be liable for any damages in excess of the amount you have paid to the Organiser for the Course.

6. Intellectual property

6.1. All material, including without limitation any written material, information, live webinars, notes and videos at the Organiser's website and course materials that are provided to the Attendee by email, by the learning management system, through the Webpage or physically in connection with or during the Course is the property of the Organiser or its licensors.

6.2. The use of the course materials is restricted to the Attendee's individual training and attendance during the Course. The Attendee may not copy, share, modify, transmit, distribute, or in any other way, exploit the course materials provided by the Organiser, teachers, speakers or coaches. The Attendee shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the course materials.

6.3. The above shall apply unless the Organiser has given its consent to such actions in writing.

6.4. Material that is created by the Attendees during the Course shall be owned by Attendee.

6.5. The Organiser is granted a non-exclusive and non-transferable right to use the material created by the Attendee, as stated in 6.2, for demonstration and marketing purposes.

7. Privacy

The Organiser is the data controller and shall ensure that your personal data is processed lawfully and in accordance with current data protection regulations. More information on how the Attendee's personal data is processed can be found in the Privacy Policy. If you are not a Consumer, we are a data processor. For that reason, by applying for the Course, you also accept and agree to our Data Processing Agreement.

8. Force majeure

Neither Party shall be responsible to the other Party for any failure or delay in performing any of its obligations under the Agreement or for other non-performance hereof if such delay or non-performance is caused by strike, fire, flood, riot, civil commotion, act or ordinance of any governmental or local authority, terrorism, or by any other cause of extraordinary character beyond the reasonable control and/or action of each Party. The Party that is

prevented to perform under the Agreement due to a force majeure event shall immediately inform the other Party of such event and use reasonable efforts to remove or overcome the hindrance for performance.

9. Term and Termination

The Agreement enters into force from when you submit your application for the Course and, unless terminated earlier in accordance with these Terms, remains in force until the earlier of (i) your application is rejected, (ii) you reject the Offer/do not accept within the prescribed time frame, or (iii) the Course is cancelled in accordance with Clause 3, or (iv) the Course ends. Notwithstanding the foregoing, either Party may terminate the Agreement with immediate effect upon written notice to the other Party if such Party has committed a material breach of this agreement and has failed to remedy such breach within thirty (30) days of receipt of a notice from the non-breaching Party describing the breach and requiring its remedy. For the avoidance of doubt, the expiry or termination of these Terms entail, to the extent applicable, among else that you no longer have a right to participate in the Course.

10. Governing Law and Dispute Resolution

10.1. Unless otherwise is set out in mandatory law, these Terms shall be governed by the substantive laws of Sweden.

10.2. Any dispute, controversy or claim arising out of or in connection with these Terms, 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 "SCC").

10.3. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm, Sweden and the language to be used in the proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted by reference to this arbitration clause shall be kept strictly confidential and all information disclosed in the course of such arbitral proceedings will be used solely for the purpose of such proceedings. Notwithstanding the foregoing, the Parties shall be entitled to share confidential information with its affiliates and contractors to the extent necessary to protect its rights and to comply with laws and mandatory rules.

10.4. Notwithstanding the foregoing, should a dispute occur between the Consumer and the Organiser, the Parties shall primarily seek to resolve the dispute through a mutual

understanding. In case such understanding is not reached between the Parties the Consumer may choose to submit a complaint to ARN (Sw. Allmänna reklamationsnämnden) via www.arn.se. The Consumer may also submit the complaint to the European Commission Online Dispute Resolution platform via <http://ec.europa.eu/consumers/odr>. By submitting the complaint via the platform, the complaint will automatically be forwarded to the relevant national body of consumer dispute resolution.

10.5. Further information regarding Consumer rights can be found on the Swedish Consumer Agency's (Sw. Konsumentverket) website: <http://www.konsumentverket.se/languages/english-engelska/>.

11. Contact Details

Contact info: Technigo AB

Reg. no.: 559051-8030

Address: Åsögatan 122, 116 24 Stockholm

E-mail: hello@technigo.io

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