Whereas

Whereas

Whereas

Whereas



# Registration agreement for the SEO Learning Marathon Live-Online study course (internet)

Registration date \_\_\_\_/\_\_/\_\_\_

Between
Marketer-X Address: 1140 Västra Kvarngatan 39, Nyköping, Sweden Email: manager@marketer-x.com
(the "Company")
Of the one part
And
Full name of student:
I.D. Number:
Address:
Cellphone:
Email address:
(the "Student")
Of the other part
The Company operates a school which runs teaching seminars and courses in WordPress and Digital Marketing such as SEO (Search Engine Optimization) PPC (Pay Per Click)/Paid Advertising, Social Media Marketing, and other marketing related topics (the "School");
The Student wishes to take an online course and/or learning marathon through the Company to learn WordPress and/or Digital Marketing (SEO/PPC/Social Medial Marketing, etc.) - please mark the course requested (the "Course");
The Course is carried out in accordance with the detailed and publicized curriculum (the "Curriculum") on the Company's website at www.marketer-x.com - (the "Website");

There are no prerequisites for courses starting at a basic level and the prerequisite for taking an

advance level course is to have prior basic knowledge about Digital Marketing and/or

WordPress. Despite this, the student should be fluent in speaking, reading and writing on the given teaching language of the course and/or learning marathon seminar which will be in English. Also, the student should have basic knowledge of computers and be able to navigate the internet on the different browsers;

**Whereas** The Student meets the admission prerequisites for the course taught by the Company;

Whereas The Student has read, examined and understood the terms of registration, the contents of this Agreement and the Course and found them to his/her satisfaction;

Whereas The Student has expressed his/her desire to enroll in the School for the purpose of studying the Course in accordance with the conditions specified in the following Agreement.

#### Therefore, it has been agreed, declared and stipulated between the parties as follows:

#### **Introduction, appendices and headings**

- 1. The preamble to this Agreement and its appendices constitute an integral part of the Agreement.
- 2. The section headings are used for convenience only and no provision of this Agreement shall be construed in accordance therewith.
- 3. This Agreement is written in the masculine form for convenience only, but is intended for both men and women.

#### **Company declarations**

- 4. The Company declares that it has the knowledge, experience and skillset required to teach by means of an online course and/or live-online seminar in WordPress and Digital Marketing.
- 5. The Company declares that it enables its students to be knowledgeable about the different aspects of WordPress and Digital Marketing but it does not assure their possibility to get hired by any specific company, public or private agency or individual. In the same aspect, the company cannot guarantee a successful career in Digital Marketing or in any field and that the success of a student is entirely dependent on himself/herself.
- 6. The Company declares that the instructors and/or lecturers who teach the Course on the internet have the knowledge, experience and capacity required to teach the Course and/or the material studied in the Curriculum.
- 7. The Company declares that the School has the professional aids required to teach the Course taught on the internet.
- 8. The Company declares that it allows any Student who chooses to take the Course and/or seminar through the Company the ability to do so, provided that the Student satisfies the admission requirements for the Course or Seminar as detailed in the preamble to this Agreement. It is hereby clarified that the Company does not examine the student's learning abilities.

9. The Company shall not be responsible for technical faults in the Student's personal computer and/or computer servers and/or the Student's home internet network, including technical malfunctions that are not under its control and/or responsibility.

#### **Student declarations**

- 10. The Student declares that he/she has the knowledge and skillset required to study the Course or Seminar, including the knowledge and skillset required to study the course or seminar in English.
- 11. The Student declares that he/she has the ability and discipline to study the Course or Seminar remotely via an online-live/online setup.
- 12. The Student declares that he/she does not have any medical problems and/or disabilities of any kind that may prevent him/her from learning the Course or Seminar via the internet and/or may cause disturbance and/or inconvenience to any of the employees of the Company and/or the other students in the Course or Seminar, participating in the virtual classroom with the instructor and other students in the Course or Seminar.
- 13. The Student declares that he/she has not been expelled from an education institution for disciplinary offenses.
- 14. The Student declares that he/she understands that failure to comply with the School's guidelines regarding attending courses and/or attending lectures and/or independent study in the Course or Seminar may detract from and/or harm his/her success in it.
- 15. The Student declares that it has been made clear to him/her and he/she understands that his/her participation in the Course/s and/or Seminar/s does not guarantee success in a future career in Digital Marketing or in any other field or discipline.
- 16. The Student declares that it has been made clear to him/her and that he/she understands that the success of the course or seminar is a result of the Student following the recommended study hours of the material, and to implement, from time to time, all the recommendations and highlights of the school's educational staff.
- 17. The Student declares that it is his/her responsibility to keep track of the School's updates published from time to time on the website.
- 18. The Student declares that it has been made clear to him/her that the date of the different marathon learning seminars and courses may change, be postponed or cancelled if not reached a minimum number of students. The School has the ability and freedom to change the dates and/or the study material with respect to the Student's course/s and/or marathon learning seminar/s.
- 19. In addition, the Student understands that the lectures and exercises in the Course and/or Seminar are intended for internal use of the Students of the Course or Seminar only and that they cannot be copied, published, transferred and/or used in any way without the prior written approval of Course or Seminar instructors and/or representatives of the Course or Seminar.

- 20. The Student declares that any intervention by the Student on behalf of the Student in connection with his/her studies through the School for the purpose of receiving details and/or clarifying details from the School, in the name of the Student, should be appropriate and reasonable and if the intervention of the Student is inappropriate and unreasonable, this will constitute a breach of the student's own undertakings.
- 21. The Student declares that it has been made clear to him/her that improper conduct on behalf of his/her family and/or anyone on his/her behalf is tantamount to inappropriate behavior of the Student and may lead to sanctions against the Student.
- 22. The Student declares that a breach of his/her obligations under this Agreement will entitle the Company to take legal action against him/her in order to enforce this Agreement and/or any of the provisions of this Agreement and/or to notify the Student of the cancellation of this Agreement.

# **Live-Online Learning Marathon/Course curriculum**

- 23. Upon confirmation of enrollment and the payment in full, the Student will be given an invitation with details to join the online learning marathon/seminar or course.
- 24. The Learning Marathon or Course will take place in the form of 30 hours of learning which will be divided into sections.
- 25. The student will have then the option to fully attend all sections at once (during the course of one full Seminar or Learning Marathon), but also, he/she will be entitled to join upcoming Learning Marathons, Seminar or Courses that are exactly the same as the one he/she registered in (same Subjects and/or Topics and same Curriculum or Syllabus), and divide his/her studies into separate sections from different Seminars or Learning Marathons at not extra cost. This benefit does not apply to different courses or seminars/learning marathons that have a different curriculum or syllabus and/or that are composed differently.
- 26. Extension or exception of the authorization for the Student's use of the Learning Marathon, Course or Seminar, for any reason whatsoever, shall be with the approval of the Company only. This is the place to note that the Company may refuse this request by the Student.
- 27. The curriculum of the course, seminar or learning marathon is in accordance with the syllabus attached as an appendix to this Agreement. The syllabus shall be an integral part of this Agreement.

## The syllabus is attached as Appendix 1 to the following agreement.

28. It is hereby clarified that the curriculum is up-to-date with the latest updates and trends of the WordPress and Digital Marketing world to the best of our knowledge and that the Company recommends that Students follow the Course, Seminar or Marathon Learning in accordance with the above-mentioned study program, however, it is hereby clarified that each Student may choose to study according to a suitable study program that differs from ours at his/her own discretion.

- 29. In the event that the Student faces a technical problem that prevents him/her from learning through the Website/Software used, he/she should contact the representatives of the School and/or the course representative who will try to solve the problem to the best of their ability. As stated in this Agreement, the Company is not responsible for individual technical problems to the Student's personal computer and/or computer servers and/or the Student's home internet network, and the Company shall not be liable for accidents beyond its control and/or responsibility.
- 30. It has been brought to the attention of the Student that the Company may add or reduce hours of study and/or amend the contents of the Course as it sees fit. Changes as stated in this section shall be brought to the attention of the Student in advance.

#### **Certificate of Completion**

31. The student will be entitled to receive a certificate of completion after successfully completed the entire length of the course, seminar or live-online marathon learning (as determined in the curriculum/syllabus of the same), and after completing successfully and passing the final written assessment (final test). This is the place to mention that a student who did not complete the full length of the course, seminar or live-online marathon learning and/or that has not taken, or that has not passed the final written assessment or final test, will not be entitled to receive the certificate of completion.

#### **Consultation with the Course instructors**

- 32. As part of the Course, the Student will be given the opportunity to consult with the teachers and lecturers of the school (the "Consultation"). It is hereby clarified that the use of this service involves an additional fee for the Student (and is not included in the "consideration" section as stated in this Agreement). If a Student wishes to make use of this service, he or she must contact the School representative to obtain additional information about this service.
- 33. The Consultation shall be carried out through the Company's website and/or facilities.
- 34. The Student must contact the teachers and lecturers of the Course in a courteous and proper manner.

#### Purchase of private tutoring for Students

- 35. The Student will be provided the opportunity to acquire a private lesson with one of the teachers and lecturers of the School.
- 36. The Student will purchase in advance a package of private lessons through the Company's Website after clarifying the identities of all the teachers who can provide him/her with private lessons, in accordance with the rate attached as an appendix to the Agreement below.
  - Private lesson rates are attached as Appendix 2 to the following agreement.
- 37. The duration of each private lesson is 60 minutes.

- 38. The Company will select the teacher who will teach the private lesson to the Student. At the same time, the Student has the option of choosing the teacher who teach him/her the private lesson, if it is hereby clarified that the Company does not undertake to appoint the teacher chosen by the Student.
- 39. The Student must coordinate and adapt the date of the private lesson according to the schedule of the teacher/lecturer chosen by the Company.
- 40. A Student who does not adapt to the schedule of the teacher chosen by the Company, does not inform, and for this reason did not receive private lessons, shall not receive his/her payment back.

## **Registration date for the Course**

a. The Company will set specific dates throughout the year and the student will be able to select a date that fits his/her schedule. Moreover, the student will be entitled to re-join a different date and re-take the Seminar, Course or Learning Marathon (of the same curriculum and syllabus), upon availability (giving the preference always to students taking the course, seminar or learning marathon for the first time), at no extra cost.

## **Discipline**

- 41. The Student understands that a violation of one or more of the disciplinary sections is grounds for rescinding this Agreement without the Student having the right to receive any refund whatsoever.
- 42. During the entire course, and thereafter, the Student undertakes to behave appropriately, inter alia, when communicating with the Company and/or with the other students in the Course, while participating in online classes and in correspondence with the various student groups.
- 43. The Student undertakes to comply with the instructions of the Company, its directors, employees, instructors and teachers.
- 44. The Student undertakes to perform the tasks and/or assignments in the best possible manner while abiding by the rules of how to perform the tasks and/or assignments.
- 45. The Student undertakes not to take any actions which may cause unfair and/or undue influence on the results of any Course, seminar or Marathon Learning assessments.
- 46. The Student undertakes not to take any actions which violate the privacy of other students in the course and/or harm the privacy of faculty members and/or instructors and/or representatives of the Company.
- 47. The Student undertakes to make sure that any contact made for the purpose of clarifying and/or requesting information from the Company representatives and/or the instructors of the Course, Seminar or Marathon Learning will be conducted in a polite and proper manner. In the event that the Student asks to be assisted by his/her relatives and/or acquaintances for the purpose of such a clarification, he/she undertakes to ensure that individuals acting on his/her behalf and/or his family and/or his acquaintances will contact Company representatives and/or instructors of the Course, Seminar or Marathon Learning in a polite and proper manner. Unlawful conduct by someone on

- behalf of the Student, his/her family and/or his/her acquaintances is tantamount to a breach of this Agreement with all that entails.
- 48. The Student undertakes not to perform any action which constitutes a breach of any law and/or statute and/or other regulation, whether existing prior to the Student's signing of this Agreement and/or whether implemented and/or enacted during the existence of this Agreement and/or following this Agreement.

# **The term of the Agreement**

- 49. The term of the Agreement shall be in accordance with the date of registration from the student and it will be valid as long as the student keeps participating in the same course, seminar or learning marathon, unless extended with the Company's approval, as stated in section 29 of the above Agreement.
- 50. Notwithstanding the provisions of section 67 above, the obligations of the parties towards one another that may affect the Company's rights shall remain valid even after the termination of this Agreement, including the payment of the Consideration as defined in this Agreement, including the undertakings with respect to confidential information as defined in this Agreement.

## Consideration

- 51. For the duration of the Course, Seminar or Learning Marathon as stated in this Agreement, the Student will pay the Company the amount of \$USD 1,975 (the "Consideration") according to the dollar exchange rate on the date of registration.
- 52. The Student shall submit the full amount prior the beginning of his/her first section of the course, seminar and/or learning marathon he/she's enrolled in.
- 53. A condition for participation in the Course is making the payment and upon receiving a confirmation that such payment was successfully made.
- 54. The Company shall be entitled to terminate the Student's studies at any time if one or more of the payments are not paid in order, not received or not successfully made.
- 55. The Student will be given the right to postpone the date of the Course to which he/she was enrolled and/or to request that this Agreement be made on a date other than the date on which the Student was enrolled, upon availability of a future start of a Course, Seminar or Learning Marathon and under the terms of this Agreement.
- 56. At the same time, the Company has the right to grant the Student special written approval to postpone the Course to another date, at its sole discretion.

# **Protecting the intellectual property rights of the Company**

- 57. All services and/or information and/or materials and/or documents provided by the Company as part of the Course, Seminar or Learning Marathon without exception, will be considered as the absolute property of the Company. The Student will not use any document or material that he/she received during the Course, but for the purposes of his/her studies only.
- 58. Any other use (not for studying) of any document and/or program and/or study material received and/or exposed to during the Course of studies will require the Student to obtain the prior written approval of the Company.
- 59. The copyright of all the curricula and/or documents and/or practice manuals and/or files and/or presentations and/or on-line lessons and/or tests and/or questions (the "Materials") to which the Student was authorized to use and/or exposed to during the Course, Seminar or Learning Marathon shall remain the property of the Company and the Consideration paid by the Student for the Course will not grant the Student the right to make prohibited use of the Materials he/she received during the Course, Seminar or Learning Marathon and/or grant the Student the right to make prohibited use of Materials received during the Course, Seminar or Learning Marathon.
- 60. The Student will not be allowed to entitle another person to view the contents of the website, power point, presentation and/or videos intended solely for his/her use, even if the other person is also a student at the School.
- 61. The Student will not be allowed to transfer the access details, links, username and password to the study material on the website, or other mean of study from the school to another person, even if the other person is also a student at the School.

## Confidentiality

- 62. The Student undertakes to keep confidential and not to transfer, notify, transmit or direct to any party, directly or indirectly, and/or in any way whatsoever, any information with respect to the online Course, online Seminar or online Learning Marathon including educational material, questions, examples, syllabus, examination examples, knowledge, trade secrets, data and/or documents of any kind which according to their nature are not relating to the general assets ("Confidential Information") that the Student will have due to or in connection with his/her studies with the Company as stated in this Agreement, in effect or in connection with the execution of this Agreement, before and/or thereafter.
- 63. The Student undertakes not to use Confidential Information for any purpose other than for the purpose of his/her studies and/or learning purposes, all in accordance with this Agreement, without the prior written approval of the Company.
- 64. The obligations set out in this section are not limited in time and will remain in force after the termination of this Agreement, regardless of the reason for which the following Agreement has expired or expired and regardless of who initiated or terminated the Agreement.

# **Cancellations**

- 65. There is a 14 day refund policy taking place from the moment the student has made the payment for the course, seminar or learning marathon with the exception that the relevant course, seminar or learning marathon in which the student has registered in begins before the 14 day refund policy expires. In this case, the beginning of the course, seminar or learning marathon overrides the 14 day refund policy.
- 66. Once the course begins there can be no refunds or cancellations.
- 67. A Student may not request to cancel his/her participation in the Course, after he/she has received a link and/or access to the study material on the Website and/or access to the platform or channel where the course, seminar or learning marathon will be hosted.

# **Breach of Agreement**

- 68. A fundamental breach shall occur when one of the parties to this Agreement breaches one of the terms of the Agreement and has received a written notification of such in which the infringing party was requested to retract the breach (the "Warning") and to correct the breach within fourteen days from the date on which the infringing party received warning notice.
- 69. If the breach of the Agreement will cause damage of any kind to the Company and/or anyone on its behalf and/or the other students and/or any other third party, the Student will be liable for damages and/or to pay the injured party.
- 70. Insofar as a fundamental breach of sections 69-80 of the following Agreement occurs, the Student shall pay the Company compensation in the amount of US \$14,000, without derogating from the remedies granted to the Company by virtue of the provisions of the law.

## **Jurisdiction and Venue**

- 71. In the event of a dispute between the Company and/or anyone on behalf of the Company and the Student which is not resolved by the Company, the parties will be entitled to apply to the Court in Sweden only and in the Stockholm District only.
- 72. Any dispute whatsoever, which will arise between the parties to this Agreement, as it may arise, shall be governed by Swedish law only.
- 73. A breach of sections 91-92 of the Agreement shall entitle the injured party to equal compensation for legal expenses incurred by the injured party as a result of the dispute being resolved in a legal tribunal other than as provided in this section (the "Agreed Compensation"), regardless of the outcome of the legal proceeding.

74. The injured party shall have the right to present to the offending party invoices for legal expenses incurred, and the offending party will be obligated to pay such expenses, regardless of the outcome of the legal proceeding.

#### **Addresses and notices**

- 75. The Student's email address is as specified in the preamble of the Agreement, and any notice provided to the above address shall be deemed to have reached its destination within 48 hours from the time it was sent.
- 76. The Student shall notify the Company of a change in his/her address. A notice under this section shall be given in writing to the Company.

# **Amending the Agreement or the terms**

- 77. The parties agree that any amendment to the Agreement or the General Terms shall be valid only when made in writing and signed by the authorized representatives of the Company and/or the Student. It is agreed that the failure of either party to enforce any provision of the Agreement will not constitute a waiver.
- 78. The Student's rights and obligations under this Agreement may not be assigned to any third party except with the prior written consent of the Company.

In witness whereof, the parties hereby sign the agreement as follows:

Stamp and Company's signature Student's name, ID number and signature

