

Terms of purchase SkillUp

Last updated 6 October 2026

These terms of purchase apply to, and form a part of, all agreements on purchases by a customer (the **"Customer"**) from TicTac (as defined below) of subscriptions of licences (the **"Licence"**) (the **"Agreement"**).

By purchasing a Licence, the relevant TicTac Entity (as defined below) will provide the Customer with access to the SkillUp platform (the **"Services"**) on the terms and conditions of these terms of purchase for an initial period of 12 months, unless another agreement period is agreed in writing between TicTac and the Customer.

Access to the SkillUp platform is granted for a period of 12 months from the start date specified in the contract. The customer has the option to extend the access period by an additional 12 months, provided that a request is made at least 14 days before the agreement's expiration.

Terms of service

By using the Services, the Customer agrees to the Skillhabit Terms and conditions (the **"General Terms of Use"**).

Contracting TicTac entity

If the Customer has its registered place of business in Denmark, the contracting party will be TicTac Learn Denmark A/S, Reg. No. 27057640, having its registered office at Dampfærgevej 9, 2100 Copenhagen, Denmark (**"TicTac A/S"**).

If the Customer has its registered place of business in any other country than Denmark and Germany, the contracting party will be TicTac Learn AB, Reg. No. 556567-7266, having its registered office at Dockplatsen 1, 211 19 Malmö, Sweden (**"TicTac AB"**).

TicTac A/S and TicTac AB are hereinafter jointly referred to as **"TicTac"** and individually as a **"TicTac Entity"**.

Period of the agreement, renewal & cancellation (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, the Agreement has an initial binding period of 12 months from the date of activation, unless otherwise agreed in writing between TicTac and the Customer. Activation is made in connection with the Customer's purchase of the Licence. However, there may be up to 2 business days' delay before the Licence is activated. The Customer will be informed via email when the Licence has been activated. The Agreement is automatically renewed for a period of 12 months at a time unless notice of cancellation or notice of reduction of the number of seats has been given in writing by the Customer at least 90 days before the expiration of the initial term or each such prolonged term. If the Customer gives notice of reduction of the number of seats at least 90 days before the

expiration of an initial or prolonged term, the Agreement will be amended accordingly and renewed for such new number of seats.

Invoicing for any renewal term is done annually in advance.

TicTac may change the price of the Licences that you have selected. TicTac will notify the Customer of the renewal price before the renewal term begins, and the renewal price may also be stated in the renewal invoice. If TicTac notifies the Customer of a price increase for a renewal term later than the last date on which the Customer may give notice of cancellation for that term, the Customer may cancel the Agreement in respect of that renewal term within 14 days of that notice, notwithstanding the ordinary notice period.

Personal data

General. Each party undertakes to process personal data and other information under this Agreement in accordance with the EU General Data Protection Regulation ((EU) 2016/679) (if applicable to the Customer), and otherwise in accordance with local data protection legislation applicable in the country where the party is situated. Furthermore, the Customer undertakes to not post content on the platform that may be perceived as offensive.

For Customers subject to the General Data Protection Regulation (GDPR), please refer to Skillhabit Data Processing Agreement (the "DPA"). The DPA is entered into as of the effective date of the General Terms of Use.

Governing law and disputes

The Agreement shall be governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

The seat of arbitration shall be Malmö, Sweden.

The language to be used in the arbitral proceedings shall be English.