

ASCEND TRAINING BY STENOGRAPH TERMS & CONDITIONS

To view the full terms and conditions, visit the Stenograph terms and conditions page: [Terms and Conditions](#). All Stenograph terms and conditions are incorporated as if fully set forth herein and may be updated from time to time on Stenograph's website.

1.0 REGISTRATION AND MEMBERSHIP

1.1 By using the Site, you represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete; (b) you will maintain the accuracy of such information and promptly update such registration information as necessary; (c) you have the legal capacity, and you agree to comply with these Terms of Use; (d) you are not a minor in the jurisdiction in which you reside; (e) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (f) you will not use the Site for any illegal or unauthorized purpose; and (g) your use of the Site will not violate any applicable law or regulation.

1.2 MEMBERSHIP. When you join Ascend Training by Stenograph, you become a Member.

1.2.1 You can deactivate your membership at any time during your one-month free trial with no charge by going to Personal Settings and selecting Deactivate Membership. Your credit card is not charged until after the one-month free trial has concluded. If you deactivate your membership after your card has been charged, you are not automatically entitled to a refund.

1.2.2 If you join via a yearly subscription, you gain access to all areas of the Site except for Premium Events (which are sold separately; and added to your membership when purchased). You may cancel at any time during that year, and your access will end when the free trial plus 12-month period concludes, and your credit card will not be charged again. At the end of the free trial plus 12-months, you will be notified that your subscription will be ending. If you do nothing, you will be charged for an additional 12 months (unless pricing has changed, in which case, Stenograph will provide you with new subscription options). If you wish to change from a yearly to a monthly subscription, please contact Cindi Lynch via Chat for assistance.

1.2.3 If you join via a monthly subscription, you gain access to all areas of the Site except for Premium Events (which are sold separately; and added to your membership

when purchased). You may cancel your membership at any time during that month, and your access will end at the end of your free trial plus one month period concludes, (e.g., if you subscribe on October 5th, the free trial ends November 5th, and can access until December 5th). At the end of that period, you will be notified that your card will be charged for an additional month. If you do nothing, you will be charged for an additional month, and your access will be extended for another month. You can continue the monthly subscription or switch to a yearly subscription via Personal Settings > Subscriptions at any time.

1.2.4 If you deactivate a monthly subscription and then later that year re-subscribe, you may again choose between monthly or yearly options. If you deactivate a monthly subscription twice within the same 12-month period and then re-subscribe, you will be eligible for a yearly subscription only.

1.2.5 All memberships auto-renew. Monthly subscriptions auto-renew on the same date each month. Annual subscriptions auto-renew on the anniversary of the first payment. If a member wishes to cancel their membership, they must deactivate their account prior to autorenewal. Requests for refunds that take place due to autorenewal will not be considered more than 7 calendar days post auto-renewal. If the Member needs assistance with deactivation beyond the instructions provided at the Site, the Member may contact a Host of Ascend Training by Stenograph via chat or via email at training@stenograph.com to notify the Host of the desire and intent to cancel.

1.3 REVOCATION OF ACCESS DUE TO INACCURATE INFORMATION: If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your membership and refuse any and all current or future use of the Site (or any portion thereof). This includes a misrepresentation of information provided to access discounted pricing.

1.3.3 Customers can deactivate their membership at any time during their one-month free trial at no charge. Their credit card is not charged until after the one-month free trial has concluded. If you deactivate your membership after your card has been charged, you are not automatically entitled to a refund.

1.3.4 If the customer joins via a yearly subscription, they gain access to all areas of the Site except for Premium Events (which are sold separately; and added to their membership when purchased). Yearly subscribers can cancel at any time during that year and their access will end when the 12-month period concludes and their credit card will not be charged again. If they do not cancel, then at the end of the 12 months, they will be notified that their subscription will be ending. If they do nothing, they will be

charged for an additional year, unless pricing has changed; in which case, Stenograph will provide them with new subscription options.

1.3.5 If they join via a monthly subscription, they gain access to all areas of the Site except for Premium Events (which are sold separately; and added to their membership when purchased). They can cancel their membership at any time during that month and their access will end at the end of that one-month period (e.g. if you subscribe on October 5th, you get your free month through November 5th, and then you can access until December 5th). If they do not cancel their membership, they will be notified that their card will be charged for an additional month. If they do nothing, they will be charged for an additional month and their access will be extended for another month. They can continue the monthly subscription, or switch to an annual subscription at any time. If they deactivate a monthly subscription and then change their mind and re-subscribe, they may again choose between monthly or yearly options. If you deactivate a monthly subscription twice within the same 12-month period, and then re-subscribe, you will be eligible for a yearly subscription, only.

1.3.6 The one-month free trial is only offered once. If you subscribe, then cancel, and then re-subscribe, you do not get another one-month free trial.

1.4 CHANGE – We may make changes to this agreement from time to time. If we make material changes to it, we will provide you with notice via the email address you provide when you become a member of Ascend Training by Stenograph or via a post in the Ascend Training by Stenograph site. If you object to any changes you may deactivate your membership. Your continued use of the Site after we publish or send a notice about changes to these terms means that you are consenting to the updated terms as of their effective date.

2.0 YOUR OBLIGATIONS

2.1 YOUR ACCOUNT IS FOR YOUR PERSONAL USE ONLY– You will keep your password to your Mighty Networks account secret. You may not share your access to Ascend Training by Stenograph with anyone else, nor share the content published on Ascend Training by Stenograph with anyone else without the express written permission of the current President of Stenograph, Vice President of Stenograph Marketing and/or Stenograph’s Training Program Manager.

2.2 YOUR CONTENT – You are responsible for any content that appears via your account. Your content must adhere to the Ascend Training by Stenograph community policies unless you deactivate your account or report misuse.

2.3 YOU AGREE THAT YOU WILL NOT:

2.3.1 Develop, support, or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins, and add-ons, or any other technology) to copy the information, profiles, and other data from Ascend Training by Stenograph;

2.3.2 Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as creating multiple accounts under different names with different email addresses);

2.3.3 Copy, use, disclose or distribute any information obtained from the Ascend Training by Stenograph site, whether directly or through third parties, without the consent of Ascend Training by Stenograph;

2.3.4 Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));

2.3.5 Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute the posts or other content of others without their express written permission;

2.3.6 Violate the intellectual property or other rights of Ascend Training by Stenograph, including copying or distributing our learning videos or other materials;

2.3.7 Post anything that contains software viruses, worms, or any other harmful code;

2.3.8 Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for the Mighty Networks, Ascend Training by Stenograph, or any related technology that is not open-source;

2.3.9 Imply or state that you are affiliated with, endorsed by Stenograph, or Ascend Training by Stenograph without our express written consent;

2.3.10 Rent, lease, loan, trade, sell/re-sell or otherwise monetize the training provided by, and/or related data or access to the same, without Ascend Training by Stenograph's express written consent;

2.3.11 Engage in "framing," "mirroring," or otherwise simulating the appearance or function of Ascend Training by Stenograph;

2.3.12 Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

2.3.13 Violate the Ascend Community Guidelines.

3.0 ASCEND COMMUNITY GUIDELINES

3.1 Ascend Training by Stenograph is an ad-free community designed for professionals and aspiring professionals in any aspect of the court reporting industry. Every member has the right to feel comfortable in their participation here. It is expected and required that all members of this community be respectful and polite to all other members.

3.2 Users are encouraged to post and comment on their own policies and practices, share their real-world experiences; to post content that will help themselves, their fellow members, and be supportive of aspiring professionals.

3.3 Users may disagree with any idea, practice, or policy; however, any posts or comments with the member's personal opinion that disagrees with any idea, practice, or policy *must* be respectful of all other members, Ascend Training by Stenograph and Stenograph and all other professional organizations at all times. Insults, threats, and/or harassment of other users, organizations, or employers or employees are strictly prohibited. Ascend Training by Stenograph will not tolerate and reserves the right to delete any post or comment that:

3.3.1 is defamatory, indecent, hateful, casteist, racist, xenophobic, homophobic, sexist, vulgar, or inappropriate; in text, images, audio, video, or links.

3.3.2 encourages or suggests illegal activity;

3.3.3 contains text, images, audio, video, or links deemed by Ascend Training by Stenograph to be unrelated, unhelpful, and/or otherwise detrimental to our stated goals of educating court reporting professionals and aspiring professionals on Stenograph products and services.

3.4 Ascend Training by Stenograph may monitor, screen, post, remove, modify, store, and review all member-generated content or communications posted on this Site to ensure that the member-generated content or communication conforms to these guidelines without prior notice to you. We may terminate your account and access to

Ascend Training by Stenograph if your content violates this Agreement, including unlawful postings or content, without prior notice to you.

3.5 Ascend Training by Stenograph guarantees that content posted by Stenograph experts will be accurate. Ascend Training by Stenograph is not responsible for and does not endorse or guarantee the accuracy or quality of the opinions, views, advice, or recommendations posted or sent by fellow members.

3.6 Members may not post advertisements or recommendations for non-Stenograph-certified/authorized services. Members wishing to suggest or recommend resources for any reporting-related education offered outside of Ascend Training by Stenograph must have written permission from Ascend Training by Stenograph before promoting any other services or products, regardless of whether those resources, products, or services are free or for sale.