

## **ASCEND TRAINING BY STENOGRAPH TERMS & CONDITIONS**

To view the full terms and conditions visit the Stenograph terms and conditions page: [Terms and Conditions](#).

### **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.

1.3 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 misrepresentation of information provided to access discounted pricing.

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 or 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 by Ascend Training by Stenograph before promoting any other services or products, regardless of whether those resources, products or services are free or for sale.