

Ascender™ Terms of Use

Last Modified: December, 2022

IMPORTANT NOTICE: IN THE UNLIKELY EVENT THAT ANY DISPUTE BETWEEN YOU AND THE COMPANY IS NOT RESOLVED BY THE COMPANY’S CUSTOMER SERVICE TEAM OR CONSULTATIONS BETWEEN YOU AND THE COMPANY, THESE TERMS OF USE REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE SEE THE SECTION BELOW TITLED “DISPUTE RESOLUTION; BINDING ARBITRATION; GOVERNING LAW” TO LEARN MORE.

Acceptance of the Terms of Use

These terms of use are entered into by and between You and FM OnDemand, LLC (“Company,” “we,” or “us”). “You” are either an individual or an organization (such as a partnership, corporation, limited liability company, trust or other business entity) who has accessed the Website (as defined below) either for your own personal, non-commercial purposes (in the case of an individual) or for your organization’s internal business purposes (in the case of an organization). The following terms and conditions (“Terms of Use”) govern your access to and use of our Ascender™ online, web-based training product, including any content, functionality, and services offered on or through our website at *my.ascender.co* (the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found [here](#), incorporated herein by reference. If you are an organization, then the individual registering to use the Website and clicking to accept or agree to these Terms of Use on your behalf represents and warrants to us that such individual is fully and duly authorized to accept and agree to contracts (including these Terms of Use) on your behalf.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. **By using this Website, you represent and warrant that you and (in the case where you are an organization) each of your authorized users are of legal age to form a binding contract with the Company and meet the foregoing eligibility requirement.** If you do not meet this requirement, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the “Dispute Resolution; Binding Arbitration; Governing Law” Section below will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You must immediately discontinue access or use of the Website if you do not want to agree to revised Terms of Use. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

If you are an organization, you will ensure your users' compliance with this Agreement and be responsible and liable to us for any act or omission of your users (or any other employee, contractor or agent under your control or direction or acting on your behalf) that would be a breach or violation of this Agreement had you performed the act or omission yourself.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, found [here](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, one or more user names, passwords, or any other pieces of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. If you are an individual, you acknowledge that your account is personal to you and agree not to provide any other person or entity with access to this Website or portions of it using your user name, password, or other security information. If you are an organization, you must not share an authorized user's access credentials with any person or permit use of an authorized user's access credentials by any person, other than the authorized user with whom the access credentials are associated. You agree to notify us immediately of any unauthorized access to or use of your user name(s) or password(s) or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, training materials and all processes and methodologies suggested by or set forth therein, displays, images, video, and audio, and the design, selection, and arrangement of any of the foregoing) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge and agree that the Website and its contents are provided under limited authorization and/or license, and not sold, to you. You do not acquire any ownership interest in the Website or its contents under these Terms of Use, or any other rights thereto other than to use the Website and its contents in accordance with, and subject to all terms, conditions, and restrictions under, these Terms of Use. The Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Website and all content and materials made available to you through the Website, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use. To the extent we develop corrections, enhancements, improvements, derivative works or software relating to the Website or any such materials based upon ideas or suggestions submitted by you to us, you hereby irrevocably assign your rights to such ideas or suggestions or joint contributions to us, together with all intellectual property rights in or relating thereto.

These Terms of Use permit you to use the Website and any content, services or materials made available through the Website: (i) in the case where you are an individual, for your personal, non-commercial use only, and (ii) in the case where you are an organization, for your internal business purposes only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use (in the case where you are an individual) or for your internal business purposes (in the case where you are an organization) and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use (in the case where you are an individual) or for your internal business purposes (in the case where you are an organization), provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features (as described in the “Linking to the Website and Social Media Features” Section below) with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify, adapt or otherwise create derivative works or improvements of any materials from the Website.
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website, any features or functionality of the Website, or any of the content available on the Website (including any training materials or the processes or methodologies suggested by or set forth therein), to any third party for any reason, including by making any of the foregoing available on a network where they are capable of being accessed by more than one person or device at any time.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: updates@ascender.co.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. **Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, trade secret and other intellectual property rights laws.**

Trademarks

The Ascender word mark, our stylized Ascender logo, the ELITE IS EARNED slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- If you are a person or entity that is (i) identified on the Specially Designated Nationals List or Foreign Sanctions Evaders List of the Office of Foreign Assets Control, U.S. Department of the Treasury, as amended from time to time, (ii) located in Cuba, Iran, North Korea, Sudan, Syria or any other country that is subject to U.S. economic sanctions prohibiting such access, or (iii) otherwise unauthorized to have access to the Website under any applicable law or regulation of the United States or any non-U.S. authority of competent jurisdiction.

- In any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any person or entity, or that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding privacy and data protection and any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards of these Terms of Use as set out in the “Content Standards” Section below.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Website or its contents.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process (such as taking screenshots, printing, downloading or otherwise capturing) to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.
- Aid or assist any other person or entity in taking any such actions.

The Website’s community forums and engagement features are provided with assistance from our third party service provider Vanilla Forums ULC, an affiliate of Higher Logic, LLC (“**Higher Logic**”). By accepting these Terms of Use you also agree that you have reviewed and that you agree to and will at all times when using the Website abide by, Higher Logic’s Acceptable Use Policy (available online at <https://www.higherlogic.com/legal/acceptable-use-policy/>) (the “**HL AUP**”) and Anti-Spam Policy (available online at <https://www.higherlogic.com/anti-spam-policy/>) (the “**HL Anti-Spam Policy**”), including as the HL AUP and HL Anti-Spam Policy may be updated from time to time in Higher Logic’s discretion. For the avoidance of doubt, the HL AUP and HL Anti-Spam Policy are in addition to and not in lieu of our Content Standards. You may request to be notified of any updates to the HL AUP by clicking the link that appears at the bottom of the HL AUP and following the prompts that appear there.

User Contributions

The Website may contain message boards, chat functions, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to you or any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and

international laws and regulations. All use of the Website, including all User Contributions and all use of Interactive Services, must adhere to our Community Guidelines [here](#). Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy, found [here](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our Copyright Policy, found [here](#), for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting

services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy, found [here](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Subscription Fees, Payment and Cancellation

Subscription Fees. In exchange for and as a condition of your access to and use of the Website, and unless otherwise agreed by us in writing, you will pay to us or to our authorized reseller the fees and charges described for you at the time you register for a subscription to the Website (the “Fees”). A description of our current pricing for Website subscription fees can be found [here: ascender.co](#). ALL PURCHASES ARE FINAL; NO REFUNDS WILL BE PROVIDED FOR FEES YOU HAVE ALREADY PAID, UNLESS OTHERWISE AGREED BY US IN WRITING. In certain cases we may in our sole discretion agree to refund Fees and/or any other charges you have incurred via the Website. Our choice to provide a discretionary refund of fees and/or charges for any one user in any particular set of circumstances does not create any express or implied obligation to refund Fees and/or any other charges for any particular user in any particular set of circumstances at any time in the future.

Payment Method. To make payment of any Fees you incur while using the Website, you will upon our request provide at least one valid credit card, debit card, or other method of payment (your “Automatic Payment Method”). Accepted forms of Automatic Payment Method are as indicated to you at check-out. Payment will be made for any Fees by charging the Automatic Payment Method provided. It is your responsibility and obligation to provide accurate information pertaining to your Automatic Payment Method and to keep all such information current. If we have asked you to establish an Automatic Payment Method at checkout, then all Fees are due immediately when incurred, and payment in full for any products or services provided through the Website is expected and required prior to delivery of any such products or services. You must pay the full amount specified at check-out, subject to any additional terms and conditions (including Promotions, as defined below) set forth at the time of check-out. If we do not request that you provide an Automatic Payment Method to be charged at the time of checkout and instead we invoice you or if our authorized reseller invoices you for the applicable Fees, then invoiced amounts are due on the date indicated in the invoice and in accordance with the additional terms and conditions set forth on the applicable invoice. By providing any payment information to us or to our authorized reseller, you represent and warrant that you are authorized to use the payment instrument provided for payment of all Fees under these Terms of

Use. It is your responsibility to ensure the applicable Automatic Payment Method or other payment account has sufficient funds. For processing orders, we or our authorized reseller may require verification of the Automatic Payment Method or other payment account information and other billing information, including the billing address. Submitting incorrect information may cause delayed processing and delivery. Neither we nor are authorized resellers are responsible for bank or credit card fees associated with an overdraft on the applicable Automatic Payment Method or other payment account. If at any time you fail to make payment of Fees when do, if we or the authorized reseller are having problems verifying your information, or if your Automatic Payment Method or other payment account is out of date or is unable to be used by us or our authorized reseller to charge the Fees to you, then we may in good faith attempt to notify you by telephone or by e-mail to the e-mail address we have on file for your account. Failure to pay Fees on a timely basis and/or failure to provide up-to-date and accurate Automatic Payment Method or other payment account information may result in, but is not limited to, suspension or termination of your access to the Website (in addition to, and not in lieu of, our other rights under these Terms of Use, at law or in equity). We and our authorized resellers each also reserve the right to charge additional processing or late fees, determined in our or their sole discretion, if you fail to pay all Fees on time or if your Automatic Payment Method or other payment account is not up-to-date, accurate or otherwise able to be used to charge the Fees. If we have or our authorized reseller has reason to believe your purchase is fraudulent or otherwise in violation of these Terms of Use, we and/or our authorized reseller may cancel your order in our or their sole and absolute discretion.

Purchase Through Authorized Reseller. If you purchase your subscription and pay Fees through one or more of our authorized resellers, be advised that the authorized reseller may have additional terms and conditions that will be presented to you for consideration and acceptance during the registration and/or subscription purchase process. Any such additional terms and conditions are a separate contract between you and the authorized reseller. We are not a party to and are not bound by or in any way responsible for or liable to you for any such separate agreement between you and the authorized reseller. By accepting these Terms of Use you acknowledge and agree that you have read, you accept and you agree to abide by such additional terms and conditions. Unless otherwise expressly agreed in writing by us, if you purchase your subscription and pay Fees through one or more of our authorized resellers, then you may not access or use this Website unless and until you accept and agree to such additional terms and conditions. A violation of such additional terms and conditions (if any apply to you) shall be deemed to be a violation of these Terms of Use. Additionally, if you have a dispute relating to any Fees directly with an authorized reseller, you must contact the authorized reseller directly to resolve such disputes or discrepancies through the designated methods made available by such authorized reseller (as may be indicated in the applicable additional terms and conditions). If you contact us in regards to such disputes, as a courtesy we may in our discretion use reasonable efforts to relay your communication to the applicable authorized reseller and we may in our discretion work with the authorized reseller to process a refund on your behalf. To the extent we choose to assist in resolving any such problems, we do so for your convenience only, and our choice to assist in resolving any such problem for any one user in any particular set of circumstances does not create any express or implied obligation to continue doing so at any time in the future. If the dispute or discrepancy is not resolved in this manner (i.e., the authorized reseller disputes your claim), you understand that it is your responsibility, and not our responsibility, to contact the authorized reseller to attempt to attempt to resolve such dispute.

You understand that, because we are not a party to the relationship between users and authorized resellers, we are not responsible for mediating or resolving disputes between users and authorized resellers. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OF OUR AUTHORIZED RESELLERS, YOU HEREBY AGREE TO RELEASE THE COMPANY (AND ALL OF ITS OFFICERS, DIRECTORS, SUBCONTRACTORS, AGENTS, INVESTORS, SUBSIDIARIES, AND EMPLOYEES, OTHER THAN THE AUTHORIZED RESELLER AT ISSUE) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Promotional Pricing. Your subscription to the Website may start with or otherwise be provided with a free trial offer, promotional pricing or other discount (a “**Promotion**”). Promotions apply only for the period and only on the terms as specified. We and our authorized resellers reserve the right, in our and their sole and absolute discretion, to determine your Promotion eligibility and will notify offenders of any perceived fraudulent activity, which may result in, but is not limited to, suspension or termination of your access to the Website (in addition to, and not in lieu of, our other rights under these Terms of Use, at law or in equity).

Changes to Fees. Our pricing is subject to change at any time, provided that for any increases to recurring subscription Fee payments we will provide you with at least thirty (30) days’ prior notice before any subscription Fee price increases will be charged to you. In connection with our prior notice to you of any Fee increase, you will be given an opportunity to cancel your subscription before incurring any charges for the increased Fees. If you do not cancel before the next recurring payment is scheduled to be charged (when we have indicated the Fee increase will take effect), the recurring payment at the increased rate will automatically be charged to your Payment Account for the applicable period and in each period thereafter until the subscription period has ended.

Subscription Period and Cancellation. Your subscription to the Website will automatically recur on an annual basis (or for an alternate period described for you at the time you submit your subscription order to us). You may cancel your subscription at any time by logging in to your account on the Website and adjusting the settings in your account (such as by selecting the “Cancel My Subscription” or similarly-worded option and following the prompts that appear) or by e-mailing us at help@ascender.co. If you submit your cancellation request to us by e-mail, we ask that you include “Subscription Cancellation” or similar message in the subject line of your e-mail to ensure prompt processing, and please allow us a reasonable amount of time for processing your request. Cancelling your subscription will stop any future recurring charges, but this will not result in a refund of any previously-paid Fees or charges. No refunds are provided for Fees or charges already paid. If you cancel, your subscription to the Website (e.g., access to program content) will continue until the end of the last period for which you have paid. If your subscription is due to renew and your payment method fails, your subscription will be automatically cancelled at the end of the current subscription period.

Deletion of Account Data. Please note that cancelling your subscription and/or terminating these Terms of Use will not automatically result in the deletion of any of your personal information associated with your account. To request deletion of your personal information associated with your account please contact us with your request at privacy@forcemanagement.com.

Additional Terms. Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Social Media Features

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as and in the form they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Limitations

The owner of the Website is based in the State of North Carolina in the United States. We make no claims that the Website or any of its content is fully accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

We strive to provide a reliable and useful experience when using the Website, but we do not guarantee that the Website will be available at any specific time and will not be liable for any reason if you cannot access the Website. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE, UNDER ANY LEGAL THEORY (WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE AND WHETHER OR NOT FORESEEABLE), IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY OTHER MATTER UNDER OR RELATING IN ANY WAY TO THESE TERMS OF USE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA; OR (B) DAMAGES OF ANY KIND OF NATURE, INCLUDING DIRECT DAMAGES, IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY YOU TO US OR OUR AUTHORIZED RESELLER IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your (or your users') use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Dispute Resolution; Binding Arbitration; Governing Law:

- (i) PLEASE READ THIS SECTION CAREFULLY, BECAUSE THE COMPANY WANTS YOU TO KNOW AND UNDERSTAND HOW IT AFFECTS YOUR RIGHTS.
- (ii) If you have an issue with the Website or any of its contents, we encourage you to review our frequently asked questions page or contact a member of our customer support team.
- (iii) If the guidance available on the frequently asked questions page or consultation with our customer support team is unable to resolve any issues, then you and the Company agree to first attempt to settle any claim, controversy or dispute arising out of or relating to

these Terms of Use through consultation and negotiation, in good faith and a spirit of mutual cooperation.

- (iv) If the parties cannot resolve the claim, controversy or dispute within forty-five (45) days through direct consultation and negotiation, then the claim, controversy or dispute shall be determined by final and binding arbitration to be administered by JAMS under its Comprehensive Arbitration Rules and Procedures. The dispute shall be arbitrated by one arbitrator that is reasonably acceptable to both parties. If the parties are unable to agree upon a single arbitrator, then the parties shall choose an arbitrator by striking from a list of arbitrators supplied by JAMS. The arbitration proceeding must be completed through the rendering of the award within six months of the selection of the arbitrator. The arbitration hearing shall be no longer than five consecutive business days to be equally divided between the parties. The arbitrator shall not have the power to award any punitive or exemplary damages nor attorneys' fees to either party. The award of the arbitrator shall be accompanied by a written explanation of the basis of the award. The decision of the arbitrators shall be final and binding and may be enforced in any court of competent jurisdiction.
- (v) The procedures set forth in this Section ("Dispute Resolution; Binding Arbitration; Governing Law") are the exclusive means for resolving any claims, controversies or disputes of any nature whatsoever between the parties (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property or equitable claims) arising out of or relating to the use of the Website, these Terms of Use or the validity, scope, interpretation or enforceability of this Section, and, except as otherwise expressly provided in this Section, neither party may initiate or maintain any proceeding in any court or similar tribunal relating to any dispute within the scope of this Section. However, with respect to injunctive or other equitable relief to prevent or require the cessation of breaches of the parties' express obligations under (and/or the limitations, restrictions and prohibitions under) these Terms of Use, alternatively, the parties hereby submit to exclusive venue in, and jurisdiction of the applicable state and federal courts located in Charlotte, North Carolina.
- (vi) These Terms of Use and the rights the parties hereunder shall be governed by and construed in accordance with the laws of the United States and the State of North Carolina, as applicable, exclusive of conflict or choice of law rules. The parties expressly waive and disclaim the applicability of the United Nations Convention on the International Sale of Goods to the fullest extent permitted by law. The parties acknowledge that these Terms of Use evidence a transaction involving interstate commerce. Notwithstanding the provision immediately above with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms of Use shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- (vii) YOU AND THE COMPANY AGREE TO ARBITRATE IN EACH PARTY'S INDIVIDUAL CAPACITY ONLY, AND NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. YOU AGREE

THAT ANY ARBITRATION PROCEEDING WILL ONLY CONSIDER YOUR CLAIMS. CLAIMS BY, OR ON BEHALF OF, OTHER INDIVIDUALS, WILL NOT BE ARBITRATED IN ANY PROCEEDING CONSIDERING YOUR CLAIMS. YOU AND THE COMPANY UNDERSTAND AND AGREE THAT, BECAUSE OF THIS SECTION, NEITHER YOU NOR THE COMPANY WILL HAVE THE RIGHT TO GO TO COURT (EXCEPT AS PROVIDED HEREIN) OR TO HAVE A JURY TRIAL OR PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

- (viii) All disputes between the parties and all arbitration proceedings will be private and confidential and, except as may be required by law, neither you nor the Company nor any arbitrator may disclose the existence, content or results of any claim, controversy or dispute under arising out of or relating to these Terms of Use or arbitration hereunder without the prior written consent of both parties, unless to protect or pursue a legal right.
- (ix) Notwithstanding anything to the contrary in the foregoing, no party shall be precluded from bringing an individual claim in small claims court only, to the extent the applicable claim is within the jurisdictional limits of such court. The parties hereby agree to bring any such claim exclusively in the courts of the State of North Carolina located in Charlotte, North Carolina, and you and the Company hereby irrevocably submit to the exclusive jurisdiction of such courts in any such claim.
- (x) This agreement to arbitrate may be enforced by the parties to these Terms of Use and their permitted successors and assigns or their heirs, executors, administrators, affiliates and legal representatives (as applicable), and shall survive the termination or breach of these Terms of Use.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect and enforceable.

Entire Agreement

The Terms of Use, our Privacy Policy and our Copyright Policy constitute the sole and entire agreement between you and FM OnDemand, LLC regarding the Website and supersede all prior

and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Assignment

These Terms of Use are personal to you and you may not assign them to any other person or entity without our prior written consent. We may assign these Terms of Use without your consent to any person or entity without your consent. These Terms of Use will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

No Third Party Beneficiaries

These Terms of Use are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms of Use.

Equitable Remedies

You acknowledge and agree that a breach or threatened breach by you of these Terms of Use would cause us irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, we will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Your Comments and Concerns

The Website is operated by FM OnDemand, LLC, a Delaware limited liability company.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy, found [here](#), in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: help@ascender.co.