

Terms of Use

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Eligibility

You must be at least 18 years of age to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; and (b) your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

Changes to the Terms

We may periodically make changes to these Terms. When we do, we will update the "Last Updated" date above. It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Changes to the Site

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

Limited License

Subject to these Terms, Ascend grants you a limited, revocable license to access and use the Site solely for its intended purpose, to learn more about our products and services. Additionally, Ascend may grant you the right to access and use the Site for the purpose of uploading data and information in connection with our premium financing & payment services for commercial insurance. No other use of the Site is authorized.

Restrictions

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These Terms, together with the Ascend Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ascend regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Legal Notices

These Terms are governed by the laws of the state of New York without regard to conflict of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Site will lie in the state and federal courts located in New York County, New York, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of Ascend to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Ascend in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

Contacting Ascend

If you have any questions or concerns about the Site or these Terms, you may contact us by email at hello@useascend.com, or write to us at:

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