

Effective Date: March 1, 2026

Owner: DARJAN Development, LLC | ASCENDIA Coaching

Jurisdiction: Maryland, United States

1.0. TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR USING THE ASCENDIA WEBSITE (the "Website"), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY DISCONTINUE USE OF THE WEBSITE.

1.1 Identification of Parties

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User") and DARJAN Development, LLC operating with under the business names ASCENDIA, with its principal place of business in Maryland, United States ("Owner"). These Terms govern your access to and use of the ASCENDIA website, including all content, features, materials, and services presented through or in connection with the Website.

1.2 Nature of the Website

The ASCENDIA website is exclusively an informational and advisory platform for executive coaching, leadership development, and consulting services. This Website is NOT an e-commerce platform. No products are sold, no financial transactions are processed, and no consumer goods are offered through this Website. The Website's sole purpose is to:

- Present professional credentials, services, and advisory
- Provide information about executive coaching and leadership advisory
- Facilitate initial contact and inquiry from prospective clients
- Share thought leadership content and professional resources
- Promote speaking engagements, workshops, consulting and advisory relationships

1.3 Acceptance of Terms

The use of this Website constitutes your unconditional acceptance of these Terms. The Owner reserves the right to modify these Terms at any time without prior notice. Changes become effective immediately upon posting. It is your responsibility to review these Terms. Your continued use after any changes constitutes acceptance of the revised Terms.

1.4 Eligibility

This Website is intended solely for use by individuals who are at least eighteen (18) years of age and who are capable of forming a legally binding contract. By using this Website, you represent and warrant that you meet these eligibility requirements. The Owner makes no representation that the Website is appropriate or available for use in jurisdictions other than the United States.

1.5 Intellectual Property Rights

All content on this Website, including but not limited to text, articles, blog posts, methodology frameworks, coaching models, graphics, photographs, logos, icons, audio clips, digital downloads, and software, is the exclusive intellectual property of Owner/ ASCENDIA-DARJAN Development, protected under applicable United States and international copyright, trademark, and intellectual property laws.

You are expressly PROHIBITED from:

- Reproducing, copying, or duplicating any Website content without prior written permission
- Distributing, transmitting, or broadcasting any Website content
- Modifying, creating derivative works from, or adapting any Website content
- Using any ASCENDIA-DARJAN methodology, framework, or model for purposes
- Removing any copyright, trademark, or proprietary rights notices
- Using any content in any manner that could damage the Owner's reputation

Limited Permission: You may print or download content for non-commercial reference only, provided all copyright and proprietary notices are retained.

1.6 No Professional Relationship Created

CRITICAL DISCLAIMER: Viewing or interacting with this Website does NOT create an advisory relationship, consulting engagement, agreement, attorney-client relationship, fiduciary relationship, or any professional relationship of any kind between you and DARJAN

Development, LLC, any of its businesses and employees and advisors. A professional relationship is only established upon execution of a separate written agreement and receipt of applicable fees as mutually agreed between the parties.

1.7 Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO ANY:

- Implied warranty of merchantability or fitness for a particular purpose
- Warranty that the Website will be uninterrupted, error-free, or free of viruses
- Warranty regarding the accuracy, completeness, or reliability of any content
- Warranty regarding results that may be obtained from using the Website
- Warranty regarding the quality of any services, information, or materials obtained through the Website

DARJAN Development, LLC and ASCENDIA does not warrant that any advice, information, or methodology presented on the Website will produce specific business, career, or personal outcomes. Individual results vary based on each client's unique circumstances, effort, and commitment.

1.8 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DARJAN DEVELOPMENT, LLC, ASCENDIA OR ANY OF THEIR PRINCIPALS, AFFILIATES, ADVISORS, OR AGENTS BE LIABLE FOR ANY:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, business opportunities, or goodwill
- Business decisions made in reliance on information provided on this Website
- Damages arising from unauthorized access to or alteration of your transmissions or data
- Damages resulting from any third-party content or links accessible through this Website
- Damages whether based on warranty, contract, tort, or any other legal theory

In jurisdictions that do not allow the exclusion or limitation of incidental or consequential damages, the Owner's liability shall be limited to the maximum extent permitted by law. In any case, DARJAN, ASCENDIA total aggregate liability shall not exceed one hundred United States dollars (\$100.00 USD).

1.9 Indemnification

You agree to defend, indemnify, and hold harmless the Owner, DARJAN Development, LLC, ASCENDIA and their respective agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or relating to: (a) your use of the Website; (b) your violation of these Terms; (c) your violation of any third party right; or (d) any claim that your use of the Website caused damage to a third party.

1.10 No Solicitation of Confidential Information

DARJAN Development, LLC and ASCENDIA do not solicit, and you should NOT submit, any confidential, proprietary, or sensitive information through general contact forms or unencrypted communications on this Website. Any information you voluntarily provide through the Website's contact mechanisms is submitted at your own risk and is not subject to any confidentiality obligation on the part of the Owner unless a separate written non-disclosure agreement is executed.

1.11 Third-Party Links and Resources

The Website may contain links to third-party websites, resources, or platforms. These links and references are provided solely for convenience and informational purposes. DARJAN and ASCENDIA have no control over and accepts no responsibility for the content, privacy policies, or practices of any third-party websites. The inclusion of any link does not constitute an endorsement by DARJAN. You access third-party websites entirely at your own risk.

1.12 Prohibited Uses

You agree that you will NOT use the Website for any of the following purposes:

- Engaging in any activity that violates any applicable federal, state, or local law or regulation
- Transmitting unsolicited commercial communications (spam) to DARJAN or ASCENDIA
- Attempting to gain unauthorized access to any part of the Website or its related systems
- Impersonating DARJAN, ASCENDIA or any other person or entity

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- Engaging in any form of competitive intelligence gathering about the business
 - Scraping, crawling, or systematically downloading content from the Website
 - Introducing any viruses, malware, or other harmful code
 - Any use that could damage, overburden, or impair the Website or its infrastructure

1.13 Governing Laws and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the state of Maryland and applicable federal laws of the United States of America, without regard to its conflict of law provisions. Any dispute arising under or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in Washington County, Maryland. You irrevocably consent to personal jurisdiction and venue in such courts.

1.14 Dispute Resolution

Prior to initiating any legal action, both parties agree to attempt good-faith resolution through direct communication. If informal resolution fails within sixty (60) days, disputes shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) in Maryland under its Commercial Arbitration Rules. The arbitration award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Nothing in this section prevents the Owner/DARJAN Development/ASCENDIA from seeking injunctive or other equitable relief in a court of competent jurisdiction.

1.15 Severability and Entire Agreement

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between you and DARJAN Development, LLC with respect to your use of the Website, superseding all prior and contemporaneous agreements and understandings.

1.16 Waiver

DARJAN Development, LLC, and the owner's lack to enforce any provision of these Terms shall not constitute a waiver of DARJAN's right to enforce such provision in the future. No waiver of any breach shall be deemed a waiver of any subsequent breach.

ACKNOWLEDGMENT OF LEGAL POLICIES

By accessing and using the ASCENDIA Website, you acknowledge that you have read, understood, and agree to be bound by all four components of this Legal Policies: the Terms & Conditions, Privacy Policy, Cookie Policy, Disclaimers, and Contact. These policies collectively constitute the complete legal framework governing your use of the Website.

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Maryland, United States | March 1, 2026