

ASCENDIA APPAREL COMPANY TERMS AND CONDITIONS (Updated 08/21/25)

Welcome to Ascendia Clothing, Custom & Design Company, operated by Ascendia Apparel. These terms and conditions ("Terms") govern your access to and use of the Ascendia website (the "Site") and the services provided by Ascendia (the "Services"). By using the Site and the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Site or the Services.

1. DEFINITIONS

1.1 "Ascendia," "we," "us," and "our" means Ascendia, a company organized and existing under the laws of the United States.

1.2 "Customer," "you," and "your" means any person or entity that accesses or uses the Site or the Services.

2. USE OF SITE AND SERVICES

2.1 You must be at least 18 years old to use the Site or the Services.

2.2 You agree to use the Site and the Services for lawful purposes only.

2.3 You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile devices, and you agree to accept responsibility for all activities that occur under your account or password.

2.4 You agree that Ascendia may use your personal information in accordance with our Privacy Policy.

2.5 We reserve the right to modify, suspend or discontinue any aspect of the Site or the Services at any time without notice to you.

3. ORDERS AND PAYMENTS

3.1 You agree to pay for all orders placed through the Site or the Services.

3.2 We will charge your credit card or other payment method when you place an order.

3.3 We reserve the right to refuse any order you place with us, and we may limit or cancel quantities purchased per person, per household or per order.

3.4 In the event we make a change to or cancel an order, we will attempt to notify you by contacting the email, billing address, or phone number provided at the time the order was made.

3.5 We reserve the right to correct any errors or inaccuracies in pricing, descriptions, and availability information on the Site or the Services.

4. SHIPPING AND DELIVERY

4.1 We will arrange for shipment of the products to you.

4.2 We do not guarantee delivery times, and we are not responsible for any delays in shipping or delivery.

4.3 Shipping charges will be calculated and displayed on the Site or the Services before you submit your order.

5. RETURNS AND EXCHANGES

5.1 You may return or exchange products purchased through the Site or the Services within 14 days of receipt of your order if your product arrived damaged or with any manufacturing errors.

5.2 Products must be returned in their original packaging, with all tags attached, and in new, unused condition.

5.3 We will not accept returns or exchanges of products that have been worn or washed.

5.4 We reserve the right to refuse any return or exchange that does not comply with these requirements.

5.5 We will refund the purchase price of the product, less shipping and handling charges, within 14 days of receipt of the returned product.

5.6 To initiate a return or exchange, please contact us at support@ascendia.com.

6. INTELLECTUAL PROPERTY

6.1 The Site, the Services, and all content and materials contained therein, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of Ascendia or its licensors and are protected by United States and international copyright, trademark, and other intellectual property laws.

6.2 You may not copy, distribute, reproduce, or modify any content or materials on the Site or the Services without the prior written consent of Ascendia.

6.3 All trademarks, service marks, trade names, and logos displayed on the Site or the Services are the property of Ascendia or their respective owners. You may not use any of these trademarks, service marks, trade names, or logos without the prior written consent of Ascendia or their respective owners.

6.4 Ascendia respects the intellectual property rights of others and expects its users to do the same. If you believe that any content or materials on the Site or the Services infringes your copyright, please contact us at legal@ascendia.com.

7. DISCLAIMER OF WARRANTIES

7.1 THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

7.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASCENDIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.3 ASCENDIA DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7.4 YOU USE THE SITE AND THE SERVICES AT YOUR OWN RISK.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL ASCENDIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN

CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES, EVEN IF ASCENDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 IN NO EVENT SHALL ASCENDIA'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES EXCEED THE AMOUNT PAID BY YOU TO ASCENDIA FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

8.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Ascendia and its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or in connection with your use of the Site or the Services or your violation of these Terms.

10. MODIFICATIONS TO TERMS

Ascendia may modify these Terms from time to time in its sole discretion. If we make changes to these Terms, we will notify you by email or by posting a notice on the Site or terms document. Your continued use of the Site or the Services following the posting of revised Terms means that you accept and agree to the changes.

11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and your use of the Site and the Services shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of laws principles. Any dispute arising out of or in connection with these Terms, the Site, or the Services shall be resolved exclusively through arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the English language, and the award rendered by the arbitrator shall be final and binding. The place of arbitration shall be New York City, New York, USA. Notwithstanding the foregoing, Ascendia may seek injunctive relief in any court of competent jurisdiction.

12. TERMINATION

Ascendia reserves the right to terminate or suspend your access to the Site or the Services at any time, with or without cause or notice, including without limitation if you breach these Terms. Upon termination, you must immediately cease all use of the Site and the Services.

13. MISCELLANEOUS

13.1 These Terms constitute the entire agreement between you and Ascendia regarding your use of the Site and the Services, and supersede all prior agreements or understandings, whether written or oral.

13.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.3 Ascendia's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

13.4 You may not assign these Terms, in whole or in part, without the prior written consent of Ascendia. Any attempt to do so without such consent shall be void.

13.5 The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

13.6 These Terms shall not be construed against the drafting party.

13.7 You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

13.8 You agree that we may provide notices to you regarding these Terms or the Site or the Services by email, regular mail, or postings on the Site.

14. CONTACT INFORMATION

If you have any questions about these Terms or the Site or the Services, you may contact us at ascendia.apparel@gmail.com or submit a form on our Site.

15. ACKNOWLEDGEMENT

By using the Site or the Services, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.

16. AGE RESTRICTIONS

The Site and the Services are not intended for use by individuals under the age of 18. By using the Site or the Services, you represent and warrant that you are at least 18 years of age.

17. PRIVACY POLICY

Ascendia's privacy policy, which is incorporated into these Terms by reference, explains how we collect, use, and disclose your personal information. By using the Site or the Services, you consent to our collection, use, and disclosure of your personal information as described in our privacy policy.

18. THIRD-PARTY SERVICES

The Site or the Services may include links to third-party websites or services that are not owned or operated by Ascendia. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. By using the Site or the Services, you acknowledge and agree that Ascendia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

19. SHIPPING AND RETURNS

Ascendia's shipping and return policies, which are incorporated into these Terms by reference, explain how we ship products and accept returns. By using the Site or the Services, you agree to be bound by our shipping and return policies.

20. PRODUCTS AND PRICING

Ascendia reserves the right to change product descriptions, pricing, and availability at any time without notice. All prices are listed in US dollars.

21. TAXES

You are responsible for all taxes associated with your use of the Site or the Services, including but not limited to sales tax, use tax, and value-added tax.

22. MODIFICATION

Ascendia reserves the right to modify or revise these Terms at any time by updating this posting. You should visit this page periodically to review the current Terms, as they are binding on you. Your continued use of the Site or the Services after any such changes constitutes your acceptance of the new Terms.

23. FORCE MAJEURE

Ascendia shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

24. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provisions. You agree that any legal action or proceeding arising out of or relating to these Terms or the Site or the Services shall be brought exclusively in the state or federal courts located in New York City, New York, USA. Notwithstanding the foregoing, Ascendia may seek injunctive relief in any court of competent jurisdiction.

25. TERMINATION

Ascendia reserves the right to terminate or suspend your access to the Site or the Services at any time, with or without cause or notice, including without limitation if you breach these Terms. Upon termination, you must immediately cease all use of the Site and the Services.

26. MISCELLANEOUS

26.1 These Terms constitute the entire agreement between you and Ascendia regarding your use of the Site and the Services, and supersede all prior agreements or understandings, whether written or oral.

26.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26.3 Ascendia's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

26.4 You may not assign these Terms, in whole or in part, without the prior written consent of Ascendia. Any attempt to do so without such consent shall be void.

26.5 The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

26.6 These Terms shall not be construed against the drafting party.

26.7 You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

26.8 You agree that we may provide notices to you regarding these Terms or the Site or the Services by email, regular mail, or postings on the Site.

27. ARBITRATION

Any dispute arising out of or relating to these Terms or the use of the Site or the Services shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in New York City, New York, USA, and shall be conducted in the English language. The arbitrator's decision shall be final and binding on all parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

28. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

29. SURVIVAL

Sections 8, 9, 11, 12, 14, 17, 19, 20, 21, 22, 23, 24, 25, 27, 28, and 29 shall survive any termination or expiration of these Terms.

30. ELECTRONIC SIGNATURES AND RECORDS

You acknowledge and agree that by clicking on the "I Agree" button or similar buttons or links as may be designated by Ascendia to show your acceptance of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You also agree that these Terms and all related agreements or notices we may provide to you electronically, satisfy any legal requirement that such communications be in writing.

31. YOUR FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to Ascendia, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site or the Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in,

and Ascendia is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback.

32. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms or the use of the Site or the Services shall be filed only in the state or federal courts located in New York City, New York, USA, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

33. SEVERABILITY

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

34. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Ascendia regarding the use of the Site and the Services, superseding any prior agreements between you and Ascendia relating to the subject matter hereof.

35. WAIVER

The failure of Ascendia to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

36. ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without Ascendia's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Ascendia may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.

37. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at support@ascendia.com.

END OF TERMS AND CONDITIONS

