

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.theupwardspiral.info, including the internal space VanSuite. This Site is owned and operated by Michael A. Linton. This Site is a multimedia hubsite. Becoming a member of this website and its connected projects entails that the following terms and conditions are respected, and if not, consequences will follow. By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Michael A. Linton and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Post any material that may be deemed inappropriate or offensive;
- Any data which is false, and/or misleading.;
- Sexually inappropriate innuendo, jokes, or comments of the like, including foul language.; or
- Any content that is irrelevant to productivity..

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to

take any legal steps necessary to prevent you from accessing our Site.

User Contributions

Users may post the following information on our Site:

- Items for sale;
- Photos;
- Public comments; and
- Documents, portfolios, self-promoting content.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and

Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Michael A. Linton and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Michael A. Linton and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

Additional Terms

- Within this website you will encounter opportunities to collaborate and/or engage in projects that aim to benefit the people and/or community's those projects initially spawned in order to serve. If there so happens to be altercations of disagreement, or lack of the ability to communicate in a just, wise manner, the unfortunate consequence results in the loss of memberships. We have conflict resolution strategies in place to ensure the reputation of 'The Upward Spiral' remains recognized as a mature professional collection of teams who strive to deliver the quality our services have to offer. It is most respected, those who uphold their noble traits definitively..

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent

or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(604) 369-7836

michael_linton@live.com

27 West Pender Street, Vancouver, B.C., V6B 2T2

You can also contact us through the feedback form available on our Site.

Effective Date: 27th day of November, 2022

Updated October 11, 2023