

This Terms of Use agreement is entered into by and between You and **Upward Spiral Fitness, LLC, Upwardspiralfit.com** (hereafter, Website, Site, Company, I, We, Me, My, Us, Our).

1. AGREEMENT TO THE TERMS OF USE

These Terms of Use constitute a legally binding agreement between You and Our Company concerning your access to and use of the adashofmacros.com website, as well as any other application, media channel, or tool related to the Website.

You understand, acknowledge, and accept that by accessing this Website, you are bound by all of these Terms of Use. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made expressly available to you, you accept and agree to be bound and abide by these Terms of Use.

Privacy Policy

Moreover, your agreement also means that you are agreeing to our **Privacy Policy**. Read our Privacy Policy for more detailed information. Our Privacy Policy governs the areas of data collection and how we use and handle such information.

The Website is intended for users who are at least 18 years old. Persons under the age of 13 are not permitted to use or register for the Website.

If you do not agree with all these Terms of Use, then you must not access the Website, click on any links, or use the Website in any way.

Refund & Cancellation Policy:

Digital Products & Memberships

Thanks for purchasing our digital product, TAG Teams, or Spiral Strong Membership at Upward Spiral Fitness, LLC, upwardspiralfit.com, or <https://upwardspiralfit.trainerize.com>

If for any reason you wish to cancel, you're not satisfied with the product that you have purchased, you can get your money back no questions asked. You are eligible for a full reimbursement within 7 calendar days of your purchase.

After the 7-day period, you will no longer be eligible and won't be able to receive a refund. I encourage customers to try the product (or service) in the first week after their purchase to ensure it fits their needs.

Recurring Payments:

Beyond the 7-days you are welcome to cancel at any time. However, no prior payment will be refunded, but all future payments will be canceled and reoccurring payments will be suspended. You will continue to have access until the end of your current billing cycle. At the end of that cycle, your access will be revoked, and no

future charges will be assessed. Cancellation during the middle of a billing cycle will not result in a prorated refund.

If you have any additional questions or would like to request a refund, feel free to contact me at: jen@upwardspiralfit.com

2. ADDITIONS AND MODIFICATIONS TO THE TERMS

We reserve the right to make changes and additions to these Terms of Use from time to time. Any and all changes are effective immediately as soon as we post them on our website. **If you continue using the Website after we post our changes to the Terms of Use, it means that you have read the new Terms of Use and understand, acknowledge, and agree to them.**

3. INTELLECTUAL PROPERTY RIGHTS

This Website/Company is our proprietary property unless otherwise indicated. We have complete ownership and control of any source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (hereafter, Content) and the trademarks, service marks, and logos contained therein (hereafter, Marks). The Content and Marks are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

As a visitor and user of this Website, you are given a limited license and are not permitted to break the boundaries of that license.

As a condition of your use of our website, you agree and acknowledge to not use the Website or any of the resources available for download from the Website for any purpose that is prohibited by these Terms of Use and/or is unlawful. **You will not use the Website for any illegal or unauthorized purpose or to advertise or offer to sell goods and services. In addition, you will not engage in unauthorized framing of or linking to the Website; attempt to impersonate another user; interfere with the Website in a way that affects other people quality of use of the Website; or attempt to bypass or hack any measures of the Site designed to prevent or restrict access to the Site or to any portion of the Site.**

Content belonging to the Company or included on the Website is not for resale. In the case you have permission to download something, such as a freebie, PDF, e-book, guide, etc., you are not allowed to sell it or transfer it to another person.

You will not delete or alter any content or other proprietary rights or notices. The Company and the Website do not grant you any licenses for ownership or proprietary rights.

4. THIRD-PARTY WEBSITES AND CONTENT

Our website may contain links to other websites as well as articles, blog posts, photographs, quotations, software, and information in general.

Such Third-Party Websites are not monitored or controlled by our website or Company. Therefore, we are not responsible or liable for any content the Third-Party Websites might show, write, or use. You are clicking on Third-Party Website links at your own risk. Moreover, the instant you click on a Third-Party Website link, these Terms of Use no longer govern those Third-Party Websites.

Indemnification

You agree and understand that we do not endorse the products or services offered by Third-Party Websites. You indemnify us from any harm caused by your purchase and/or use of such products and services.

If you sustain any harm or losses due to your use or purchase of Third-Party Website products or services, you hold us harmless. We are not responsible for your actions or those of Third-Party Websites.

5. CONTENT FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

Any downloads, articles, and resources provided on the Website and through the Website are solely provided for educational and informational purposes only. Nothing provided on and through the Website should be construed as legal, medical, financial, tax, or any other professional advice.

6. MODIFICATIONS AND INTERRUPTIONS TO THE SITE

We reserve the right to change, modify, or remove the contents of the Site at any time for any reason at our discretion without needing permission from anyone and without notice. Furthermore, we have no obligation to update any information on our Site.

We will not be liable to You or any third party if we decide to modify, change, or remove part or all of the content from the Site, change prices, or suspend or discontinue the Site. We cannot guarantee that the Site will be available at all times. We may experience downtime, technical or software difficulties, or we may simply decide to discontinue for whatever reason.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use our Site.

7. GOVERNING LAW

These Terms of Use and your access and use of our website are governed by and construed in accordance with the laws of the United States and Florida.

8. BINDING ARBITRATION

If a dispute arises between You and Our Company and/or Website, and if You and We are unable to resolve the Dispute through informal negotiations, then the Dispute will be finally and exclusively resolved by binding arbitration. Any arbitration will take place in Florida only. You further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

9. INTERNATIONAL USERS

This Website and these Terms of Use are controlled, operated, and administered by Our Company and Website located in Florida, United States of America (USA). **If you access the Website and services from a location outside of the USA, then you are responsible for complying with all the local laws.** You acknowledge and agree that you may not access and use this Website and its contents and services in any way, manner, or country prohibited by applicable laws and regulations.

10. NO JOINT VENTURE OR PARTNERSHIP

No Joint Venture or Partnership/Agency relationship is created between You and Us by your access and use of the Website and by these Terms of Use. You further agree that these Terms of Use will not be construed against us simply because we drafted them. You waive any and all defenses you may have based on the electronic form of these Terms of Use and the fact that they are not signed by the parties.

11. ENTIRETY OF THE AGREEMENT

You acknowledge, understand, and agree that these Terms of Use and Privacy Policy constitute the Entire Agreement between the user and the Company and/or Website.

12. CONTACT US

We welcome you to contact us if you have any questions, concerns, or comments regarding the terms in this agreement.

Upward Spiral Fitness

upwardspiralfitness.com

388 Loosetrife Way

St Augustine FL 32095

jen@upwardspiralfit.com

EFFECTIVE AS OF February 25, 2025