



Upscale Home Care Terms & Conditions

Effective Date: January 2025

These Terms & Conditions ("Terms") govern your use of the Upscale Home Care website and any related services provided by Upscale Home Care ("we," "us," or "our"). By accessing or using our website or services, you agree to be bound by these Terms.

1. Use of Website

- You agree to use our website and services only for lawful purposes and by these Terms.
- You are responsible for maintaining the confidentiality of any accounts you create on our website.
- You agree not to use automated means, including scripts, robots, crawlers, or scrapers, to access or interact with our website or services.

2. Job Applications

- By submitting a job application through our website, you represent and warrant that the information you provide is accurate and complete.
- We reserve the right to verify the information you provide in your application.
- We may use your application information to evaluate your qualifications for employment and to contact you via phone call, email, or text message for interviews.

3. Consumer/Customer Services and Responsibilities

- Prior to receiving home care services, a separate service agreement will be provided outlining the specific services, schedules, and payment terms.
- Customers agree to provide a safe and suitable environment for our caregivers. This includes providing necessary supplies and equipment and communicating any changes in care needs.
- Customers agree to maintain open and honest communication with Upscale Home Care regarding service needs, feedback, and any concerns.

- Customers agree to adhere to the cancellation policy outlined in the service agreement.

4. Text Messaging (SMS)

- By opting in to receive text messages from Upscale Home Care, you agree to receive text messages regarding:
 - Caregiving job information.
 - Updates related to care services.
 - Customer/consumer inquiries.
- Message frequency varies. Message and data rates may apply.
- For help, reply HELP or email info@upscalehomecare.com or call (480) 737-0623.
- Reply STOP to opt out.

5. Disclaimer of Warranties

- Our website and services are provided "as is" and "as available" without any warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.
- We do not warrant that our website or services will be uninterrupted, error-free, or secure.

6. Limitation of Liability

- In no event shall we be liable for any damages whatsoever, including, but not limited to, direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of our website or services.

7. Indemnification

- You agree to indemnify and hold us harmless from any claims, liabilities, damages, losses, and expenses arising out of or in connection with your use of our website or services, including any violation of these Terms.

8. Governing Law

- These Terms shall be governed by and construed by the laws of Phoenix, Arizona.

9. Changes to These Terms

- We may update these Terms from time to time. We will notify you of any material changes by posting the updated Terms on our website.

10. Contact Us

- If you have any questions about these Terms, please contact us at info@upscalehomecare.com or (480) 737-0623.

Disclaimer: This Terms & Conditions document is for informational purposes only and does not constitute legal advice. It is recommended that you consult with an attorney to ensure compliance with all applicable laws and regulations.

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