

# Terms and Services

## Upshift

Last Updated: January 2026

### 1. Introduction

These Terms and Services govern your use of Upshift's website and services. Upshift is a marketing and consulting agency focused on helping auto detailing businesses scale through marketing, sales systems, and strategic consulting. By accessing our website or using our services, you agree to be bound by these Terms.

### 2. Company Information

Upshift is a marketing and consulting service provider based in the Philippines. All services are provided remotely unless otherwise agreed upon in writing.

### 3. Services

Upshift provides marketing, sales, and consulting services tailored for auto detailing businesses. Services may include lead generation, advertising management, content strategy, CRM setup, follow-up systems, and business consulting. Specific deliverables will be outlined in individual agreements or proposals.

### 4. No Guaranteed Results

While Upshift uses proven strategies and industry best practices, we do not guarantee specific results, revenue, or business outcomes. Performance may vary depending on market conditions, client responsiveness, budget, and operational capacity.

### 5. Client Responsibilities

Clients agree to provide accurate business information, timely communication, and access to required platforms. Clients are responsible for fulfilling booked services, honoring customer commitments, and complying with all applicable laws and regulations.

### 6. Fees and Payments

Fees may be commission-based, performance-based, or otherwise agreed upon in writing. Upshift does not require hefty retainers unless specified. Payment terms, commissions, and billing details will be clearly outlined before service commencement.

### 7. Intellectual Property

All marketing materials, strategies, systems, and content created by Upshift remain the intellectual property of Upshift unless otherwise stated. Clients are granted a limited, non-transferable license to use materials produced for their business.

## **8. Confidentiality**

Both parties agree to keep confidential any non-public business, financial, or strategic information shared during the course of the engagement.

## **9. Limitation of Liability**

Upshift shall not be liable for any indirect, incidental, or consequential damages arising from the use of our services. Our total liability shall not exceed the amount paid by the client for services rendered.

## **10. Termination**

Either party may terminate services in accordance with the terms outlined in the service agreement. Upon termination, any outstanding fees or commissions remain payable.

## **11. Third-Party Platforms**

Upshift may utilize third-party tools and platforms (such as advertising networks or CRM software). Upshift is not responsible for outages, policy changes, or issues caused by third-party providers.

## **12. Governing Law**

These Terms and Services shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

## **13. Changes to Terms**

Upshift reserves the right to update or modify these Terms at any time. Continued use of the website or services constitutes acceptance of the updated Terms.

## **14. Contact Information**

For questions regarding these Terms and Services, please contact Upshift through the official communication channels listed on our website.