

These Mark Use Guidelines (“**Guidelines**”) let you know about Upwork’s rights with respect to its marks and when and how you can use them. The Guidelines are a part of and incorporate the **Terms of Service**. Capitalized terms not defined in these Guidelines are defined in the User Agreement or in the other Terms of Service or have the meanings given such terms on the Site. To the extent permitted by applicable law, Upwork may modify these Guidelines without prior notice to you, and **any** revisions to these Guidelines will take effect when posted on the Site, unless otherwise stated in the revised Guidelines. Please check the Site often for updates.

## 1. UPWORK MARKS

The Upwork name and logo are trademarks of Upwork. These Guidelines explain the terms under which you are allowed to use the “**Upwork Marks**”, which for purposes of these Guidelines and the other Upwork Terms of Service means Upwork’s trademarks, including the following:

Upwork

Up



Work Without Limits

Upwork Enterprise



Elance



oDesk





Private Talent Cloud

Talent Cloud

Work Differently

The Upwork Marks are among our most valuable assets. In order to preserve and strengthen our identity, these Guidelines provide conditions of use and clear instructions on proper use of the Upwork Marks.

## 2. USE OF UPWORK LOGO MARKS

The Upwork Marks that are also logos are also referred to in these Guidelines as the “Upwork Logo Marks”. For example, the Upwork Logo Marks include:



You may not use an Upwork Logo Mark unless you have a written license, granted by Upwork, permitting you to use the Upwork Logo Mark. If you have not been granted such a license, then you must not use, copy, modify, distribute, or post the Upwork Logo Mark for any reason. If you have such a license from Upwork Logo Mark to use the Upwork Logo Mark, you must use the Upwork Logo Mark only as licensed and only in accordance with these Guidelines.

### 3. USE OF OTHER UPWORK MARKS

You may use Upwork Marks other than the Logo Marks descriptively, provided you adhere to these Guidelines, or as otherwise permitted by law.

Descriptive use includes instances where you are referring to Upwork or Upwork services, such as “I registered on Upwork’s website today”, “I attended Upwork’s Work Without Limits Executive Summit”, or “Upwork Enterprise services have saved my company money.”

Keep these principles in mind as well:

- Your use should never mislead anyone to believe Upwork sponsorship, affiliation, or endorsement of your company, products, or services exists when it does not.
- When referring to Upwork, use the Upwork name in a plain text font and format only.
- Upwork always appears as "Upwork," never as "UpWork", "UPWork", "upwork", or "UPwork".

### 4. PROHIBITED USE OF UPWORK MARKS

Unless you have written permission from Upwork, you must never use any Upwork Mark:

- On any letterhead, business card, or signature block;
- As part of your business name or a domain name;
- As part of a user ID, including on Upwork or social media;
- In association with any third-party trademark in a manner that might create potential confusion as to the ownership of the Upwork Mark;
- In any manner that suggests or could lead someone to believe you are acting on behalf of or in association with Upwork or that Upwork has endorsed or sponsored your product or services; or
- Outside of your relationship with us, except as permitted by Upwork in writing.

Even if you have permission to use an Upwork Logo Mark, you must never use any Upwork Logo Mark:

- That has been reproduced from an unauthorized artwork;
- That has been modified, including color specifications, position and relative size of the letterings;
- That has been modified to use negative or reverse “drop-out” reproduction;
- Tightly confined in a band or bar; or
- With other seals, logos, or other marks of other entities.

### 5. USE OF COPYRIGHTED WORKS

You may not use screenshots of or videos of navigation of the Site (as defined in the Site Terms of Use) or other works copyrighted by Upwork without Upwork’s written permission. Rights to screenshots of user profiles, communications, and work product on Upwork may need to be obtained from the User. You may not use such screenshots anywhere for any purpose without written authorization. Upwork cannot grant you permission to use screenshots that include third-party content.