

# Upwork Global Data Processing Agreement

Last modified: **December 19, 2019**

The customer agreeing to these terms (“**Customer**”), and Upwork Global Inc. or any other entity that directly or indirectly controls, is controlled by, or is under common control with Upwork Global Inc. (as applicable, “**Upwork**”), have entered into an agreement under which Upwork has agreed to provide a marketplace where Clients and Freelancers can identify each other and advertise, buy, and sell Freelancer Services online, with such other services, if any, described in the agreement (the “**Service**”) to Customer (as amended from time to time, the “**Agreement**”).

Unless otherwise agreed to in writing by you and Upwork, to the extent Upwork processes any EU personal data for you as a controller (as defined by the General Data Protection Regulation (EU) 2016/679) in your role as a Customer as defined in this Data Processing Agreement (the “**DPA**”), this DPA applies. This DPA, including its appendices, supplements the Agreement. To the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern.

## 1. Introduction

This DPA reflects the parties’ agreement with respect to the processing and security of Customer Data under the Agreement.

## 2. Definitions

2.1 The terms “**personal data**”, “**data subject**”, “**processing**”, “**controller**”, “**processor**” and “**supervisory authority**” have the meanings given in the GDPR, and the terms “**data importer**” and “**data exporter**” have the meanings given in the Model Contract Clauses, in each case irrespective of whether the European Data Protection Legislation or Non-European Data Protection Legislation applies.

2.2 Unless stated otherwise:

- “**Affiliate**” means any entity that controls or is under common control with a specified entity.
- “**Agreed Liability Cap**” means the maximum monetary or payment-based amount at which a party’s liability is capped under the Agreement.
- “**Alternative Transfer Solution**” means a solution, other than the Model Contract Clauses, that enables the lawful transfer of personal data to a third country in

accordance with Article 45 or 46 of the GDPR (for example, the EU-U.S. Privacy Shield).

- “**Customer Data**” means the data entered into the Service by or on behalf of any End User.
- “**End User**” means an authorized user of the Service under Customer’s account.
- “**Customer Personal Data**” means the personal data contained within the Customer Data.
- “**Data Incident**” means a breach of Upwork’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by Upwork. “Data Incidents” will not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- “**EEA**” means the European Economic Area.
- “**European Data Protection Legislation**” means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).
- “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- “**Model Contract Clauses**” or “**MCCs**” mean the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.
- “**Non-European Data Protection Legislation**” means data protection or privacy laws, regulations, and other legal requirements other than the European Data Protection Legislation.
- “**Notification Email Address**” means the contact email address that you provided to Upwork for the purpose of receiving notices from Upwork.
- “**Security Measures**” has the meaning given in Section 7.1.1 (Upwork’s Security Measures).
- “**Subprocessors**” means third parties authorized under this DPA to have logical access to and process Customer Data in order to provide parts of the Services. For clarity, freelancers that clients engage via Upwork are not Subprocessors under this DPA.
- “**Term**” means the period from the DPA’s effective date until the end of Upwork’s provision of the Services, including, if applicable, any period during which provision

of the Services may be suspended and any post-termination period during which Upwork may continue providing the Services for transitional purposes.

### 3. Duration of this DPA

This DPA will remain in effect until, and automatically expire upon, deletion of all Customer Data by Upwork as described in this DPA.

### 4. Data Protection Legislation

4.1 Application of European Legislation. The parties acknowledge that the European Data Protection Legislation will apply to the processing of Customer Personal Data to the extent provided under the European Data Protection Legislation.

4.2 Application of Non-European Legislation. The parties acknowledge that Non-European Data Protection Legislation may also apply to the processing of Customer Personal Data.

4.3 Application of DPA. Except to the extent this DPA states otherwise, this DPA will apply irrespective of whether the European Data Protection Legislation or Non-European Data Protection Legislation applies to the processing of Customer Personal Data.

### 5. Processing of Data

5.1 Roles and Regulatory Compliance; Authorization.

5.1.1 Processor and Controller Responsibilities. If the European Data Protection Legislation applies to the processing of Customer Personal Data, the parties acknowledge and agree that:

- a. Customer is a controller (or processor, as applicable), of the Customer Personal Data under European Data Protection Legislation;
- b. Upwork is a processor (or subprocessor, as applicable) of the Customer Personal Data under the European Data Protection Legislation; and
- c. each party will comply with the obligations applicable to it under the European Data Protection Legislation with respect to the processing of that Customer Personal Data.

5.1.2 Responsibilities under Non-European Legislation. If Non-European Data Protection Legislation applies to either party's processing of Customer Personal Data, the parties acknowledge and agree that the relevant party will comply with any obligations applicable to it under that legislation with respect to the processing of that Customer Personal Data.

5.1.3 Authorization by Third Party Controller. If Customer is a processor, Customer warrants to Upwork that Customer's instructions (defined below) and actions with respect to that Customer Personal Data, including its appointment of Upwork as another processor, have been authorized by the relevant controller to the extent required by applicable law.

## 5.2 Scope of Processing.

5.2.1 The subject matter and details of the processing are described in Appendix 1.

5.2.2 Customer's Instructions. By entering into this DPA, Customer instructs Upwork to process Customer Personal Data only in accordance with applicable law: (a) to provide the Services; (b) as further specified through Customer's use of the Services; (c) as documented in the Agreement, including this DPA; and (d) as further documented in any other written instructions given by Customer and acknowledged by Upwork as constituting instructions for purposes of this DPA (each and collectively, "**Customer's Instructions**"). Upwork may condition the acknowledgement described in (d) on the payment of additional fees or the acceptance of additional terms.

5.2.3 Upwork's Compliance with Instructions. With respect to Customer Data subject to European Data Protection Legislation, Upwork will comply with the instructions described in Section 5.2.2 (Customer's Instructions) (including with regard to data transfers) unless EU or EU Member State law to which Upwork is subject requires other processing of Customer Personal Data by Upwork, in which case Upwork will inform Customer (unless that law prohibits Upwork from doing so on important grounds of public interest) via the Notification Email Address.

## 6. Data Deletion

6.1 Deletion by Customer. Upwork will enable Customer to delete Customer Data during the Term in a manner consistent with the functionality of the Services. If Customer uses the Services to delete any Customer Data during the Term and that Customer Data cannot be recovered by Customer, this use will constitute an instruction to Upwork to delete the relevant Customer Data from Upwork's systems in accordance with applicable law. Upwork will comply with this instruction as soon as reasonably practicable, unless applicable law requires storage.

6.2 Deletion on Termination. On expiry of the Term, Customer instructs Upwork to delete all Customer Data (including existing copies) from Upwork's systems in accordance with applicable law. Upwork will comply with this instruction as soon as reasonably practicable, unless applicable law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Customer acknowledges and agrees that Customer will be responsible for exporting, before the Term expires, any Customer Data it wishes to retain afterwards.

## 7. Data Security

### 7.1 Upwork's Security Measures, Controls and Assistance.

7.1.1 Upwork's Security Measures. Upwork will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the "Security Measures"). As described in Appendix 2, the Security Measures include measures to encrypt personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of Upwork's systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness. Upwork may update or modify the Security Measures from time to time provided that such updates and modifications do not degrade the overall security of the Services.

7.1.2 Security Compliance by Upwork Staff. Upwork will take appropriate steps to ensure compliance with the Security Measures by its staff to the extent applicable to their scope of performance, including ensuring that all such persons it authorizes to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.1.3 Upwork's Security Assistance. Customer agrees that Upwork will (taking into account the nature of the processing of Customer Personal Data and the information available to Upwork) assist Customer in ensuring compliance with any of Customer's obligations in respect of security of personal data and personal data breaches, including if applicable Customer's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:

- a. implementing and maintaining the Security Measures in accordance with Section 7.1.1 (Upwork's Security Measures);
- b. complying with the terms of Section 7.2 (Data Incidents); and
- c. providing Customer with the information contained in the Agreement including this DPA.

### 7.2 Data Incidents

7.2.1 Incident Notification. If Upwork becomes aware of a Data Incident, Upwork will: (a) notify Customer of the Data Incident promptly and without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Customer Data.

7.2.2 Details of Data Incident. Notifications made pursuant to this section will describe, to the extent practicable, details of the Data Incident, including steps taken to

mitigate the potential risks and any steps Upwork recommends Customer take to address the Data Incident.

7.2.3 Delivery of Notification. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address or, at Upwork's discretion, by direct communication (for example, by phone call or an in-person meeting). Customer is solely responsible for ensuring that the Notification Email Address is current and valid.

7.2.4 No Assessment of Customer Data by Upwork. Upwork will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with legal requirements for incident notification applicable to Customer and fulfilling any third party notification obligations related to any Data Incident(s).

7.2.5 No Acknowledgement of Fault by Upwork. Upwork's notification of or response to a Data Incident under this Section 7.2 (Data Incidents) is not an acknowledgement by Upwork of any fault or liability with respect to the Data Incident.

### 7.3 Customer's Security Responsibilities and Assessment.

7.3.1 Customer's Security Responsibilities. Customer agrees that, without prejudice to Upwork's obligations under Section 7.1 (Upwork's Security Measures, Controls and Assistance) and Section 7.2 (Data Incidents):

- a. Customer is solely responsible for its use of the Services, including:
  - i. making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Data;
  - ii. securing the account authentication credentials, systems and devices Customer uses to access the Services;
  - iii. backing up its Customer Data; and
- b. Upwork has no obligation to protect Customer Data that Customer elects to store or transfer outside of the Service.

### 7.3.2 Customer's Security Assessment.

- a. Customer is solely responsible for reviewing Upwork's security processes and evaluating for itself whether the Services, the Security Measures, and Upwork's commitments under this Section 7 (Data Security) will meet Customer's needs, including with respect to any security obligations of Customer under the European Data Protection Legislation or Non-European Data Protection Legislation, as applicable.

- b. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Upwork as set out in Section 7.1.1 (Upwork's Security Measures) provide a level of security appropriate to the risk in respect of the Customer Data.

## 7.4 Reviews and Audits of Compliance

### 7.4.1 Customer's Audit Rights.

- a. If the European Data Protection Legislation applies to the processing of Customer Personal Data, Upwork will allow Customer or an independent auditor appointed by Customer to conduct audits (including inspections) to verify Upwork's compliance with its obligations under this DPA in accordance with Section 7.4.2 (Additional Business Terms for Reviews and Audits). Upwork will contribute to such audits as described in this Section 7.4 (Reviews and Audits of Compliance).
- b. If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), Upwork will, without prejudice to any audit rights of a supervisory authority under such Model Contract Clauses, allow Customer or an independent auditor appointed by Customer to conduct audits as described in the Model Contract Clauses in accordance with Section 7.4.2 (Additional Business Terms for Reviews and Audits).

### 7.4.2 Additional Business Terms for Reviews and Audits.

- a. If the European Data Protection Legislation applies to the processing of Customer Personal Data, Customer may exercise its right to audit Upwork under Sections 7.4.1(a) or 7.4.1(b): (1) where there has been a Data Incident within the previous six (6) months or there is reasonable suspicion of a Data Incident within the previous six (6) months or (2) where Customer will pay all reasonable costs and expenses incurred by Upwork in making itself available for an audit. Any third party who will be involved with or have access to the audit information must be mutually agreed to by Customer and Upwork and must execute a written confidentiality agreement acceptable to Upwork before conducting the audit.
- b. To request an audit under Section 7.4.1(a) or 7.4.1(b), Customer must submit a detailed audit plan to Upwork's Privacy Contact as described in Section 12 (Privacy Contact; Processing Records) at least thirty (30) days in advance of the proposed audit date, describing the proposed scope, duration, and start time of the audit. The scope may not exceed a review

of Upwork's compliance with the Model Contract Clauses or its compliance with the European Data Protection Legislation, in each case with respect to the Customer Data. The audit must be conducted during regular business hours at the applicable facility, subject to Upwork policies, and may not interfere with Upwork business activities.

- c. Following receipt by Upwork of a request for an audit under Section 7.4.1(a) or 7.4.1(b), Upwork and Customer will discuss and agree in advance on: (i) the reasonable date(s) of and security and confidentiality controls applicable to any review of documentation; and (ii) the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit under Section 7.4.1(a) or 7.4.1(b).
- d. Customer will be responsible for any fees it incurs, including any fees charged by any auditor appointed by Customer to execute any such audit.
- e. Customer will provide Upwork any audit reports generated in connection with any audit under this section, unless prohibited by law. Customer may use the audit reports only to meet its regulatory audit requirements and to confirm compliance with the requirements of the Model Contract Clause or European Data Protection Legislation. The audit reports, and all information and records observed or otherwise collected in the course of the audit, are Confidential Information of Upwork under the terms of the Agreement.
- f. Upwork may object in writing to an auditor appointed by Customer if the auditor is, in Upwork's reasonable opinion, not suitably qualified or independent, a competitor of Upwork, or otherwise unsuitable. Any such objection by Upwork will require Customer to appoint another auditor or conduct the audit itself.
- g. Nothing in these Data Processing Terms will require Upwork either to disclose to Customer [or its auditor], or to allow Customer [or its auditor] to access:
  - i. any data of any other customer of Upwork;
  - ii. Upwork's internal accounting or financial information;
  - iii. any trade secret of Upwork;
  - iv. any information that, in Upwork's reasonable opinion, could: (A) compromise the security of Upwork systems or premises; or (B) cause Upwork to breach its obligations under applicable law or its security and/or privacy obligations to Customer or any third party; or
  - v. any information that Customer [or its third party auditor] seeks to access for any reason other than the good faith fulfilment of Customer's obligations under the Model Contract Clauses or European Data Protection Legislation.



7.4.3 No Modification of MCCs. Nothing in this Section 7.4 (Reviews and Audits of Compliance) varies or modifies any rights or obligations of Customer or Upwork under any Model Contract Clauses entered into as described in Section 10.2 (Transfers of Data Out of the EEA).

## 8. Impact Assessments and Consultations

Customer agrees that Upwork will (taking into account the nature of the processing and the information available to Upwork) assist Customer in ensuring compliance with any obligations of Customer in respect of data protection impact assessments and prior consultation, including if applicable Customer's obligations pursuant to Articles 35 and 36 of the GDPR, by providing the information contained in the Agreement including this DPA.

## 9. Data Subject Rights; Data Export

9.1 Access; Rectification; Restricted Processing; Portability. During the Term, Upwork will, in a manner consistent with the functionality of the Services, enable Customer to access, rectify and restrict processing of Customer Data, including via the deletion functionality provided by Upwork as described in Section 6.1 (Deletion by Customer), and to export Customer Data.

### 9.2 Data Subject Requests

9.2.1 Customer's Responsibility for Requests. During the Term, if Upwork receives any request from a data subject under GDPR in relation to Customer Personal Data, Upwork will advise the data subject to submit their request to Customer, and Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

9.2.2 Upwork's Data Subject Request Assistance. Customer agrees that Upwork will (taking into account the nature of the processing of Customer Personal Data) reasonably assist Customer in fulfilling an obligation to respond to requests by data subjects described in Section 9.2.1 (Customer's Responsibility for Requests), including, if applicable, Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, by complying with the commitments set out in Section 9.1 (Access; Rectification; Restricted Processing; Portability) and Section 9.2.1 (Customer's Responsibility for Requests).

## 10. Data Transfers

10.1 Data Storage and Processing Facilities. Upwork may, subject to Section 10.2 (Transfers of Data Out of the EEA), store and process the relevant Customer Data anywhere Upwork or its Subprocessors maintain facilities.

## 10.2 Transfers of Data Out of the EEA.

10.2.1 Upwork's Transfer Obligations. If the storage and/or processing of Customer Personal Data (as set out in Section 10.1 (Data Storage and Processing Facilities)) involves transfers of Customer Personal Data out of the EEA, and the European Data Protection Legislation applies to the transfers of such data ("**Transferred Personal Data**"), Upwork will:

- a. maintain its membership in and comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to such data or, at Upwork's election, offer and comply with another Alternative Transfer Solution and make appropriate information available to Customer about such Alternative Transfer Solution; or
- b. enter into and comply with Model Contract Clauses, with Customer listed as the data exporter of such data and Upwork as the importer of such data. Appendix I of such Model Contract Clauses shall be completed using the details in Appendix I of this DPA and appropriate descriptions of the parties. Appendix II of the Model Contract Clauses shall consist of a reference to Section 7 of this DPA.

## 10.2.2 Data Transfer Details.

- a. Upwork will not be required to enter into Model Contract Clauses with Customer unless (i) European Data Protection Legislation requires either Customer or Upwork to enter into such Model Contract Clauses due to the invalidity or unavailability of the options set forth in 10.2.1(a) or (ii) Customer is required to enter into Model Contract Clauses with Upwork because Customer, as a processor of the Transferred Personal Data, is itself an importer under Model Contract Clauses and Upwork is Customer's subprocessor under such Model Contract Clauses. If Customer is a member of the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks and is transferring data subject to such Frameworks onward to Upwork, or if Customer has a contractual obligation to protect such data as if it were subject to such Frameworks: (i) Upwork will provide at least the same level of protection for the data as is required under the EU-U.S. and Swiss-U.S. Privacy Shield programs, and (ii) if Upwork determines that it can no longer provide this level of protection, Upwork will promptly notify Customer of this determination, and (iv) in that case, or upon notice, Upwork will take reasonable and appropriate steps to stop and remediate unauthorized processing of the data.

10.3 Disclosure of Confidential Information Containing Personal Data. If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), Upwork will, notwithstanding any term to the contrary in the Agreement, ensure that any disclosure of Customer's Confidential Information containing personal data, and any notifications relating to any such disclosures, will be made in accordance with such Model Contract Clauses.

## 11. Subprocessors

11.1 Consent to Subprocessor Engagement. Customer specifically authorizes the engagement of Upwork's Affiliates as Subprocessors. In addition, Customer generally authorizes the engagement of any other third parties as Subprocessors ("**Third Party Subprocessors**"). If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data Out of the EEA), the above authorizations will constitute Customer's prior written consent to the subcontracting by Upwork of the processing of Customer Data if such consent is required under the Model Contract Clauses.

### 11.2 Information about Subprocessors.

11.2.1 Information about Subprocessors, including their functions and locations, is available upon request by emailing [privacyrequests@upwork.com](mailto:privacyrequests@upwork.com) (as may be updated by Upwork from time to time in accordance with this DPA). Subprocessor information will be provided only upon request and is Confidential Information of Upwork under the Agreement.

11.2.2 Copies of sub-processor agreements that must be made available to Customer pursuant to Clause 5(j) of the Model Contract Clauses may have all commercial information (such as pricing terms) removed by Upwork. Such agreements will be provided only upon request and are Confidential Information of Upwork under the Agreement.

11.3 Requirements for Subprocessor Engagement. When engaging any Subprocessor, Upwork will:

- a. ensure via a written contract that:
  - i. the Subprocessor only accesses and uses Customer Data to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this DPA) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Upwork as described in Section 10.2 (Transfers of Data Out of the EEA); and
  - ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations set out in Article 28(3) of the GDPR, as described in this DPA, are imposed on the Subprocessor; and

- b. remain liable for all obligations subcontracted to, and all related acts and omissions of, the Subprocessor.

#### 11.4 Opportunity to Object to Subprocessor Changes.

- a. Upwork may add or remove Subprocessors from time to time. Upwork will inform Customer of new Subprocessors via a subscription mechanism described in the list of Subprocessors as described above. If Customer objects to a change, it will provide Upwork with notice of its objection to [gdpr-dsar@upwork.com](mailto:gdpr-dsar@upwork.com) including reasonable detail supporting Customer's concerns within sixty days of receiving notice of a change from Upwork or, if Customer has not subscribed to receive such notice, within sixty days of Upwork publishing the change. Upwork will then use commercially reasonable efforts to review and respond to Customer's objection within thirty days of receipt of Customer's objection. If Upwork does not respond to a Customer objection as described above, or cannot reasonably accommodate Customer's objection, Customer may terminate the Agreement by providing written notice to Upwork. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.

## 12. Privacy Contact; Processing Records

12.1 Upwork's Privacy Contact. Privacy inquiries related to this DPA can be submitted to [gdpr-dsar@upwork.com](mailto:gdpr-dsar@upwork.com) (and/or via such other means as Upwork may provide from time to time).

12.2 Upwork's Processing Records. Customer acknowledges that Upwork is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which Upwork is acting and, where applicable, of such processor's or controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if the GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to Upwork via the Service or other means provided by Upwork, and will use the Service or such other means to ensure that all information provided is kept accurate and up-to-date.

## 13. Liability

13.1 Liability Cap. For clarity, the total combined liability of either party and its Affiliates towards the other party and its Affiliates under or in connection with the Agreement (such as under the DPA or any Model Contract Clauses) will be limited to the Agreed Liability Cap for the relevant party, subject to Section 13.2 (Liability Cap Exclusions).

13.2 Liability Cap Exclusions. Nothing in Section 13.1 (Liability Cap) will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability).

## 14. Miscellaneous

Notwithstanding anything to the contrary in the Agreement, where Upwork Global, Inc. is not a party to the Agreement, Upwork Global, Inc. will be a third-party beneficiary of Section 7.4 (Reviews and Audits of Compliance), Section 11.1 (Consent to Subprocessor Engagement) and Section 13 (Liability) of this DPA.

# Appendix 1: Subject Matter and Details of the Data Processing

## Subject Matter

Upwork's provision of the Services to Customer.

## Duration of the Processing

The Term plus the period from the expiry of the Term until deletion of all Customer Data by Upwork in accordance with the DPA.

## Nature and Purpose of the Processing

Upwork will process Customer Personal Data for the purposes of providing the Services to Customer in accordance with the DPA.

## Categories of Data

Data relating to End Users or other individuals provided to Upwork via the Services, by (or at the direction of) Customer or by End Users. The open nature of the Services does not impose a technical restriction on the categories of data Customer may provide. The personal data transferred may include: name, username, password, email address, telephone and fax number, title and other business information, general information about interest in and use of Upwork services; and demographic information.

## Data Subjects

Data subjects include End Users and the individuals about whom data is provided to Upwork via the Services by (or at the direction of) Customer or by End Users.

# Appendix 2: Security Measures

Upwork will implement and maintain the Security Measures set out in this Appendix 2. Upwork may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Upwork will:

- Conduct information security risk assessments at least annually and whenever there is a material change in the organization's business or technology practices that may impact the privacy, confidentiality, security, integrity or availability of Customer Personal Data.

- Regularly and periodically train personnel who have access to Customer Personal Data or relevant Upwork Systems.
- Maintain secure user authentication protocols, secure access control methods, and firewall protection for Upwork Systems that Process Customer Personal Data.
- Maintain policies and procedures to detect, monitor, document and respond to actual or reasonably suspected Information Security Incidents.
- Implement and maintain tools that detect, prevent, remove and remedy malicious code designed to perform an unauthorized function on or permit unauthorized access to Upwork Systems.
- Implement and maintain up-to-date firewalls.
- Implement and use cryptographic modules to protect Customer Personal Data in transit and, when commercially reasonable, at rest.
- Maintain reasonable restrictions on physical access to Customer Personal Data and relevant Upwork Systems.