

If Client and Freelancer enter into an Hourly Direct Contract, these Hourly Direct Contract Escrow Instructions apply. These Hourly Direct Contract Escrow Instructions govern Direct Contract Escrow Accounts for Hourly Direct Contracts. All other contracts, including Fixed-Price Direct Contracts and Service Contracts (as defined in the [User Agreement](#)), are governed by the applicable [escrow instructions](#).

To the extent permitted by applicable law, we may modify these Hourly Direct Contract Escrow Instructions without prior notice to you, and any revisions to these Escrow Instructions will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

These Escrow Instructions hereby incorporate by reference the [Terms of Service](#) ("Terms of Service"). Capitalized terms not defined in these Escrow Instructions are defined in the [User Agreement](#), elsewhere in the Terms of Service, or have the meanings given such terms on the Site. These Hourly Direct Contract Escrow Instructions do not apply to Fixed-Price Direct Contracts or Service Contracts.

## 1. DIGITAL SIGNATURE

By clicking to send an offer for or to accept an Hourly Direct Contract, Client and Freelancer are deemed to have executed this Agreement electronically, effective on the date Client clicks to accept an Hourly Direct Contract, pursuant to California Civil Code section 1633.8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as amended from time to time (the "E-Sign Act"). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print these Hourly Direct Contract Escrow Instructions.

## 2. FUNDING ESCROW

By accepting an Hourly Direct Contract, Client agrees to deposit funds totaling the Freelancer's hourly rate as agreed to by the parties multiplied by the weekly hourly limit agreed to by the parties ("Direct Contract Deposit"). Client authorizes Upwork Escrow Inc. ("Upwork Escrow") to hold the Direct Contract Deposit in escrow through the term of the Hourly Direct Contract and further authorizes Upwork Escrow to release funds from the Direct Contract Deposit to the Freelancer in any instance(s) where the Freelancer invoices hours of work and the invoice is neither disputed or funded for payment by Client in accordance with these Hourly Escrow Instructions. In any such instance(s), Client agrees that Upwork Escrow may charge to Client's Payment Method or Client will otherwise deposit additional funds into the Client Escrow Account to replenish the Direct Contract Deposit. Freelancer and Client agree and authorize Upwork Escrow to hold an amount equal to the Direct Contract Deposit in escrow through the termination of the Direct Contract, at which point the parties agree the Direct Contract Deposit will be released to Client if all payments due under the Hourly Direct Contract have been paid to Freelancer.

In addition to the Direct Contract Deposit, Client agrees to fund through Client Escrow Account payments to Freelancer on a weekly basis for the amount of Freelancer's applicable weekly invoices ("Direct Contract Weekly Funds"). If Client approves the submitted invoices in accordance with the below provisions, Upwork Escrow will release the Direct Contract Weekly Funds to Freelancer.

### 2.1 WEEKLY HOURLY INVOICES

For Hourly Direct Contracts, the weekly billing cycle starts Monday at 00:00 midnight UTC and ends Sunday at 23:59 UTC. Invoices for hours recorded by the Freelancer on Upwork within the weekly billing cycle (the "Hourly Invoice Deadline") will be generated each Monday following the week in which the hours were billed (such invoice, the "Hourly Invoice"). Freelancer irrevocably authorizes and instructs Upwork, as its agent, to (i) create an invoice on behalf of Freelancer for payment due based upon the hours that the freelancer recorded before the Hourly Invoice Deadline; and (ii) submit the Hourly Invoice on behalf of Freelancer to Freelancer's Client for payment.

By recording time on Upwork and allowing an Hourly Invoice to be created based on the time recorded, Freelancer represents and warrants that (y) Freelancer has completed the applicable Freelancer Services fully and satisfactorily; and (z) the hours Freelancer reports are true, accurate, and complete.

## 2.2 HOURLY INVOICE REVIEW

Client must review and approve or dispute the Hourly Invoice by 11:59 PM UTC of the Thursday following the Sunday deadline for submission of the Hourly Invoice. Payments will be held in escrow during the Dispute Period (defined below), providing four days for Client to review and dispute the Hourly Invoice before funds are released. During the Dispute Period, Client may initiate a Dispute as to some or all of the time invoiced on the Hourly Invoice.

On the Friday following the Sunday deadline for submission of the Hourly Invoice, Client will be deemed to have approved all undisputed amounts on the Hourly Invoice, and irrevocably instructed Upwork's Affiliate, Upwork Escrow, to release escrow funds as described in these Hourly Direct Contract Escrow Instructions.

## 3. INSTRUCTIONS TO RELEASE FUNDS IRREVOCABLE

Client's instruction to Upwork Escrow and its wholly owned subsidiaries to release funds to a Freelancer is irrevocable. Such instruction is Client's authorization to transfer funds to Freelancer from the Client Escrow Account or authorization to charge Client's Payment Method. Such instruction is also Client's representation that Client has received, inspected, and accepted the subject work or expense. Client acknowledges and agrees that upon receipt of Client's instruction to pay Freelancer, Upwork Escrow will release funds to the Freelancer and that Upwork, Upwork Escrow, and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described herein, Client agrees that once Upwork Escrow has charged Client's Payment Method, the charge is non-refundable and any funds will only be returned pursuant to a Release Condition (see below).

## 4. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW

Upwork Escrow is authorized to and will release applicable portions of the Client Escrow Account (each portion, a "Release") to the Freelancer Escrow Account, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the Freelancer Escrow Account, in accordance with Freelancer's and Client's instructions (as applicable), these Hourly Direct Contract Escrow Instructions, and the other Terms of Service.

### 4.1 RELEASE CONDITIONS

As used in these Escrow Instructions, "Release Condition" means any of the following:

1. Client and Freelancer have submitted joint written instructions for a Release.
2. Client has approved all or a portion of the Freelancer's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the Freelancer that Client has approved. Client's failure to dispute an Hourly Invoice, or a portion of an Hourly Invoice, within the Dispute Period pursuant to these Hourly Direct Contract Escrow Instructions, constitutes approval by the Client for purposes of this Release Condition.
3. Upwork makes a determination with respect to the funds and determines that the time is related to the Hourly Direct Contract requirements or Client's instruction, if Client initiates a Dispute with respect to Freelancer's Hourly Invoice pursuant to these Hourly Direct Contract Escrow Instructions.
4. Pursuant to the agreement of Client and Freelancer, if Client initiates a Dispute with respect to Freelancer's Hourly Invoice pursuant to these Hourly Direct Contract Escrow Instructions and Client and Freelancer resolve the dispute without the assistance of Upwork. In any such instance, Client and Freelancer authorize and agree that Upwork Escrow will release funds in accordance with Client and Freelancer's agreed

resolution.

5. Issuance of a final order of a court or arbitrator of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
6. We believe, in our sole discretion, that fraud, an illegal act, or a violation of Upwork's Terms of Service has been committed or is being committed or attempted, in which case Client and Freelancer hereby authorize and instruct Upwork Escrow to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

## 5. MAKING OR RECEIVING A BONUS OR EXPENSE PAYMENT

Client may also make a bonus, tip, expense, or other miscellaneous payment to Freelancer using the Site. To make such a payment to a Freelancer, Client must follow the instructions and links on the Site and provide the information requested. If Client clicks to pay such a payment to Freelancer, Client irrevocably instructs Upwork Escrow to and Upwork Escrow will release escrow funds to Freelancer.

## 6. DISPUTES BETWEEN CLIENT AND FREELANCER

For Hourly Direct Contracts, Client may dispute Freelancer's hours invoiced on the Hourly Invoice for the prior week (Monday 12:00 a.m. midnight UTC to Sunday 11:59 p.m. UTC) during the four days following the close of the weekly invoice period (Monday 12:00 a.m. midnight UTC to Thursday 11:59 p.m. UTC) (the "Dispute Period"). It is Client's responsibility to review the Hourly Invoice of every Hourly Direct Contract on a weekly basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, Client will be deemed to have accepted the Freelancer Services and Freelancer Fees and can no longer dispute them. Disputes handled by Upwork can only address the hours billed, not the quality of the Freelancer Services or the Work Product provided under Hourly Direct Contracts.

If Client disputes Freelancer's hours invoiced in the Hourly Invoice under an Hourly Direct Contract during the Dispute Period, Client and Freelancer are encouraged to resolve the dispute between themselves. If Client and Freelancer fail to come to a resolution, Upwork will promptly review the Hourly Invoice and determine, in our sole discretion, whether an adjustment is appropriate consistent with Client's and Freelancer's instructions in these Escrow Instructions. Upwork's determination of such dispute shall be final unless Client and Freelancer pursue legal proceedings, in which case funds will be released according to the final order from which appeal is not taken in accordance with Section 5.1 of these Hourly Direct Contract Escrow Instructions.

You acknowledge and agree that Upwork Escrow or its Affiliates may, at its sole discretion, withhold or delay payment in the event of dispute between a Client and a Freelancer. You further acknowledge and agree that Upwork, Upwork Escrow, and other Affiliates are not and will not be a party to any dispute between a Client and Freelancer over an Hourly Invoice or Hourly Direct Contract.

## 7. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS

Upwork and Affiliates merely provide a platform for Internet payment services. Upwork and Affiliates do not have any responsibility or control over the Freelancer Services that Client purchases. Nothing in this Agreement deems or will be interpreted to deem Upwork or any Affiliate as Client's or Freelancer's agent with respect to any Freelancer Services, or expand or modify any warranty, liability or indemnity stated in the Terms of Service. For example, Upwork does not guarantee the performance, functionality, quality, or timeliness of Freelancer Services or that a Client can or will make payments.

## 8. REFUNDS AND CANCELLATIONS

Client and Freelancer are encouraged to come to a mutual agreement if refunds or cancellations are necessary. If there are no funds in escrow, Freelancer may issue a refund via the Upwork platform up to the full amount paid on the Hourly Direct Contract.

## 9. NOTICES

All notices to a User required by these Escrow Instructions will be made via email sent by Upwork to the User's registered email address. Users are solely responsible for maintaining a current, active email address registered with Upwork, for checking their email and for responding to notices sent by Upwork to the User's registered email address.

## 10. ABUSE

Upwork, in its sole discretion, reserves the right to suspend or terminate your Account immediately upon giving notice to you if Upwork believes you may be abusing the Dispute Assistance Program or as otherwise permitted by the [Terms of Service](#). However, any Disputes for any Hourly Direct Contracts that existed prior to termination will be subject to the Terms of Service.