

If a Client and a Freelancer enter into a Fixed Price Direct Contract, these Fixed Price Direct Contract Escrow Instructions (“Escrow Instructions”) apply. These Escrow Instructions govern Escrow Accounts for Fixed Price Direct Contracts. Service Contracts are governed by the applicable [escrow instructions](#).

To the extent permitted by applicable law, we may modify these 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 Escrow Instructions do not apply to Fixed-Price Contracts or Hourly Contracts.

Escrow services are provided by Upwork Escrow Inc. (“Upwork Escrow”) pursuant to Internet Escrow Agent license no. 9635086, issued by the California Department of Financial Protection and Innovation.

1. DIGITAL SIGNATURE

By clicking to accept a Direct Contract, Client and Freelancer are deemed to have executed these Escrow Instructions electronically, effective on the date Client clicks to accept the 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 may be amended from time to time (the "E-Sign Act"). Doing so constitutes an acknowledgement that Client and Freelancer agree to conduct the transaction electronically, and are able to electronically receive, download, and print these Escrow Instructions.

2. FUNDING ESCROW

By accepting a Direct Contract, Client agrees to deposit funds for the amount of the first milestone (as defined on the Site) or the full amount of the Direct Contract if there is only one milestone. Additional milestones, if any, may be funded on the same contract by the Client by selecting the button to add an additional milestone or to activate the next milestone. Funds deposited by Clients remain in the Client Escrow Account until they are released to the Freelancer Escrow Account or released to the Client. Upwork Escrow will not release funds held in escrow except as described in these Escrow Instructions.

3. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW

Client and Freelancer irrevocably authorize and instruct Upwork Escrow to release applicable portions of the Direct Contract Escrow Account (each portion, a “Release”) to their Freelancer Escrow Account or Client Escrow Account, as applicable, 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. If the funds are released to the Client Escrow Account, they will be automatically returned to the Client’s Payment Method that was charged to fund escrow. The amount of the Release will be delivered to the applicable Escrow Account in accordance with Freelancer’s or Client’s instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

3.1 RELEASE CONDITIONS

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

1. Client clicks to release funds to Freelancer.

2. Client does not take any action for 14 days from the date of a Freelancer's Release request, in which case Freelancer and Client agree that Upwork Escrow is authorized and irrevocably instructed to immediately release to Freelancer the amount associated with the applicable milestone in connection with such Release request.
3. Freelancer or Client initiates a dispute pursuant to Section 6 before a payment has been released to Freelancer, in which case the funds will be released in accordance with the outcome of the dispute.
4. Freelancer cancels the contract before a payment has been released to Freelancer, in which case the funds are to be returned to the Client.
5. Client cancels the contract before a payment has been released to Freelancer and Freelancer approves the request or takes no action within 7 days, in which case the funds are to be released to the Client.
6. Issuance of the 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.
7. 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 irrevocably 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.

4. INSTRUCTIONS IRREVOCABLE

On the occurrence of a Release Condition, Client and Freelancer are deemed to and hereby agree that the instruction to Upwork Escrow and its wholly owned subsidiaries to release funds is irrevocable. Without limiting the foregoing, Client's instruction to Upwork Escrow and its wholly owned subsidiaries to pay 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 transfer 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 in this Agreement, Client agrees that once Upwork Escrow or its subsidiary has charged Client's Payment Method, the charge is non-refundable.

5. DORMANT ENGAGEMENTS

To be fair to Clients and Freelancers, Upwork has a procedure for Direct Contracts that appear Dormant (as defined below). For purposes of determining Dormant status, "activity" means business term or milestone updates or requests, Direct Contract Escrow Funding, Release requests, or requests to close the Contract.

A "Dormant Engagement" is a Direct Contract that has either not been signed within 7 calendar days of sending or that has a Direct Contract Escrow Account with a balance but has had no activity for 90 consecutive days after the last milestone date contained in the business terms. Dormant Engagements will be closed subject to the following rules:

1. Direct Contracts that remain unsigned by at least one party after 7 days will be considered dormant and expire.
2. For contracts with no activity for 45 consecutive days after the last milestone, Upwork will notify Freelancer on or around the 45th day that the Direct Contract has become dormant ("Freelancer Notice of Dormant

Engagement”).

3. If Freelancer submits a Release request after the Freelancer Notice of Dormant Engagement and before the contract is closed, and Client does not take any action for 14 calendar days from the date of the Release request, Freelancer and Client authorize and irrevocably instruct Upwork Escrow to immediately release to Freelancer the amount related to the Milestone with the Release request.
4. If neither Freelancer nor Client take any action for 45 calendar days after the Freelancer Notice of Dormant Engagement, Freelancer and Client authorize and irrevocably instruct Upwork Escrow to immediately release escrow funds to the Client and close the contract.
5. All funds released to Freelancer under this Section, Dormant Engagements, will be subject to the applicable Fees as described in the Direct Contract Terms.

6. REFUNDS AND CANCELLATIONS

Client and Freelancer are encouraged to come to a mutual agreement if refunds or cancellations are necessary. In the event that Client and Freelancer are unable to come to an agreement on their own, the following process will apply.

DISPUTE ASSISTANCE PROGRAM

If Client and Freelancer fail to come to a mutual resolution by way of the Refund and Cancellation process, Upwork provides the dispute assistance program administered by Upwork and described in this Section 6 (the “Dispute Assistance Program”) as a mechanism to resolve the dispute. If the funds in dispute are held in Escrow, the Dispute Assistance Program will proceed as described in Section 6.1. If the funds in dispute have been released, the Dispute Assistance Program will proceed as described in Section 6.2. The Dispute Assistance Program is not available for disputes filed or initiated past the Dispute Assistance deadlines, as set forth in Sections 6.1 and 6.2, as applicable. The Dispute Assistance Program is offered as a form of non-binding assistance to facilitate communication and potential resolution of disputes between clients and freelancers. The Dispute Assistance Program as administered by Upwork in this Section 6 does not evaluate the quality or functionality of work and cannot render binding judgment or determination as to the parties’ respective rights to the disputed funds.

6.1 DISPUTE OF FUNDS IN ESCROW

This Section applies to disputes filed by Clients or Freelancers over funds that are held in Escrow as of the date the dispute is filed (“Escrow Dispute”). In the event of an Escrow Dispute, funds in Escrow will remain in Escrow while the Dispute Assistance Program is being administered. The Dispute Assistance Program for an Escrow Dispute will be administered as set forth below:

1. Escrow Dispute Assistance Deadline: Escrow Disputes must be received before the funds in Escrow have been released in order to be eligible for the Dispute Assistance Program under this Section. Disputes over funds that have been released from Escrow may be eligible for assistance under Section 6.2 below.
2. Filing A Dispute
 - Freelancers & Agencies: Freelancers and Agencies may initiate an Escrow Dispute within 7 calendar days of when a Client ends a project with an escrow balance or a Client fails to release a Milestone payment, despite any purported delivery of work. More information on how to file a dispute on active or ended contracts can be found [here](#).
 - Clients: Clients may initiate an Escrow Dispute by requesting an Escrow refund on the platform. If the Freelancer or Agency disputes the Escrow refund or offers a partial Escrow refund that is

subsequently rejected by the Client, the case will be referred to the Dispute Assistance Program. More information on how to file a dispute on active or ended contracts can be found [here](#)

3. Notice of Escrow Dispute: Once a dispute has been filed, the Escrow dispute team that administers the Disputes Assistance Program (“Escrow Disputes Team”) will notify Client and Freelancer in writing of the Escrow dispute via ticket and request information and supporting documentation from the parties (“Notice of Escrow Dispute”).
4. Lack of Participation: Client and Freelancer must respond to the Notice of Escrow Dispute within 5 calendar days. If one party does not timely respond to the Notice of Escrow Dispute, Client and Freelancer authorize and irrevocably instruct Upwork Escrow to release the funds in Escrow to the responding party.
5. Non-Binding Assistance: After both Client and Freelancer respond to the Notice of Escrow Dispute, the Escrow Disputes Team will review the documentation submitted and any information available on the Site that pertains to the dispute. The Escrow Disputes Team will facilitate communication between the parties and help assess whether mutual resolution is possible. The Escrow Disputes Team does not evaluate the quality or functionality of work and cannot render binding judgment or determination as to the parties’ respective rights to the disputed funds.
6. Resolution of Escrow Dispute: If the Escrow Disputes Team is able to facilitate a resolution between Client and Freelancer, and if Client and Freelancer agree in writing to the resolution, Client and Freelancer agree that Upwork Escrow is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the agreed-upon resolution. This will result in a closure of the Escrow dispute ticket.
7. No Resolution: If no resolution of the Escrow dispute has been reached within 21 calendar days of the Notice of Escrow Dispute, or if the Escrow Disputes Team determines in its sole discretion that no resolution between the parties is possible through the Dispute Assistance Program, Client and Freelancer agree that Upwork Escrow is authorized and irrevocably instructed to immediately release Escrow funds in equal amounts to Client and Freelancer. This will result in a closure of the Escrow dispute ticket.

6.2 DISPUTE OF FUNDS RELEASED

This Section applies to disputes between Clients or Freelancers over funds that have been released from Escrow as of the date the dispute is filed. If there are no funds in escrow, the dispute procedures outlined in Section 6.1 above will not apply. However, Freelancer may issue a refund up to the full amount paid on the Direct Contract at any time, and Upwork may facilitate communication between the Client and Freelancer if Client contacts Upwork to request a refund within 7 calendar days of the release of the funds at issue.

7. 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.

8. 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 Fixed-Price Contracts that existed prior to termination will be subject to the Terms

of Service.

9. 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.