

These Upwork Site Terms of Use (“Site Terms of Use”) apply to the Upwork website located at [www.upwork.com](http://www.upwork.com), and all affiliated websites and applications, including mobile websites and mobile applications, owned and operated by Upwork and our affiliates (“Upwork”, “we”, or “us”) (collectively, the “Site”). These Site Terms of Use describe the conditions under which users of the Site, whether registered (“Users”) or unregistered (“Site Visitors”) (collectively and individually, “you”), are allowed to access or use the Site. Please read these Site Terms of Use carefully before visiting our Site. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

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## 1. LICENSES AND THIRD-PARTY CONTENT

### 1.1 UPWORK’S PROVISION OF THE SITE AND LIMITED SITE LICENSE

*We give you a limited license to use the Site.*

Upwork grants you a limited license to access the Site and Site Services (collectively, the “Services”). This license is subject to and conditioned on compliance with the Site Terms of Use and, to the extent applicable, the rest of the Terms of Service.

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. In fact, we might even stop providing the Services completely or stop providing certain features without notice.

### 1.2 TERMINATION OF THE LIMITED SITE LICENSE

*We can stop letting you use the Site.*

Upwork may terminate any license it has granted to any Site Visitor or User to access the Services by providing notice, and the termination of such license shall be effective immediately upon Upwork providing such notice.

### 1.3 UPWORK'S INTELLECTUAL PROPERTY

*Even though we let you use the Site, we still retain all our rights.*

Upwork and our licensors retain all intellectual property rights in the Services. The Upwork logos and names are trademarks of Upwork and are registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols used in connection with the Services may be the trademarks of their respective owners.

Nothing in the Terms of Service grants you a right to use any Upwork trademarks.

### 1.4 YOUR INTELLECTUAL PROPERTY

#### 1.4.1 YOUR OBLIGATIONS AND YOUR INDEMNIFICATION OF UPWORK

*You are responsible for your use of the Site and anything you post on the Site. If someone makes a claim against Upwork because of anything you put on the Site, you agree to pay Upwork for our fees and expenses and to indemnify Upwork.*

When you post User Content on or through the Site or provide Upwork with User Content, you understand and acknowledge that you are solely responsible for such User Content. Further, you agree to only post or provide User content that does not violate the law or anyone's rights (including intellectual property rights). You also represent that you have the right, power, and authority to grant the licenses specified below.

You acknowledge and agree that the poster of User Content, and not Upwork, is responsible for any User Content including any harms caused to anyone by such User Content.

You will indemnify, defend, and hold harmless Upwork, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") from any and all claims, actions, suits, proceedings, damages, liabilities, costs, losses, and expenses (including attorneys' fees) relating to or arising out of any User Content you post.

#### 1.4.2 YOUR RIGHTS AND LICENSE TO UPWORK AND OTHER SITE VISITORS

*By posting content on the Site, you give others some rights to that content.*

You retain all ownership rights in any User Content you post on Upwork. You also grant to Upwork and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content for use in connection with the Site and Upwork's businesses. You also hereby grant each User and each Site Visitor a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, and display such User Content as permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of the Terms of Service and applicable law.

We have the right, without compensation to you or others, to serve ads near your content and information. Subject to choices you make within your Upwork Profile, we may also mention your use of a feature of the Services, along with your name or photo to promote that feature.

#### 1.4.3 YOUR COMMENTS AND IDEAS

*When you can and what happens if you send your ideas to Upwork.*

You may submit comments or ideas about the Services ("Ideas"). By submitting any Idea, you agree that your disclosure

is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any obligation of compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, Upwork does not waive any rights to use similar or related ideas, including those known or developed by Upwork or obtained from sources other than you.

### 1.5 THIRD-PARTY INTELLECTUAL PROPERTY

*Third parties, including other Users, are responsible for anything posted or linked on the Site.*

Any information or content expressed or made available by a third party is that of the respective author(s) or distributor(s) and not of Upwork. Upwork neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than Upwork's authorized agents acting in their official capacities.

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites or applications are owned and operated by the third parties and/or their licensors. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application, and you use the links and third-party websites on an "as is" and "as available" basis at your own risk without any warranty from Upwork for any purpose.

### 1.6 COMPLAINTS ABOUT COPYRIGHTED CONTENT ON THE SITE

*If you think content on the Site infringes your rights, submit your takedown request through our [Proprietary Rights Infringement Reporting Procedures](#).*

Upwork is committed to complying with U.S. copyright and related laws and requires all Site Visitors and Users to comply with these laws. Accordingly, you may not use the Site to store or disseminate any material or content in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of any copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on the Site, you may take advantage of certain provisions of the Digital Millennium Copyright Act by complying with [Upwork's Proprietary Rights Infringement Reporting Procedures](#).

## 2. PERMITTED SITE USES

*You may use the Services for business purposes only.*

Upwork offers the Services for your business purposes only and not for personal, household, or consumer use. Upwork makes the Services available for Users to find one another, enter into service relationships, make and receive payments through escrow, and receive and provide professional services. In addition, certain Visitor Site Services may be used to provide and obtain general information that we believe may be of interest to Site Visitors and Users. While we try to ensure that any information we post is both timely and accurate, errors may appear from time to time. We do not make any representations or warranties with respect to informational materials posted on the Site and in no event should any content be relied on or construed as tax or legal advice or otherwise. You should independently verify the accuracy of any content.

## 3. PROHIBITED SITE USES

*Certain uses of the Services are not allowed.*

You may not use, or encourage, promote, facilitate, instruct, induce, or otherwise influence or cause others: (1) to use the Services for any activities that violate applicable law or for any other fraudulent or harmful purpose or (2) to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

### 3.1 EXAMPLES OF PROHIBITED USES OF THE SITE

The following are examples of uses that are prohibited on or when using the Services:

- Seeking, offering, promoting, supporting, or endorsing services, content, or activities that:
  - are defamatory, illegal, violent, profane, vulgar, threatening, unlawfully discriminatory, pornographic, obscene, sexually explicit in nature, or involve or relate to child exploitation of any kind;
  - would violate the intellectual property rights, such as and including copyrights, of another person, entity, service, product, or website;
  - would violate Upwork's Terms of Service, the terms of service of another website, or any similar contractual obligations;
  - violates academic or professional policies or standards, including activities that involve passing off academic or professional work of another as one's own, such as academic ghostwriting or taking academic or professional tests or certifications on another's behalf;
  - concern the creation, purchase, and/or publication of a review for a third-party website;
  - concern the creation, publication, or distribution of "fake news", "hoax news", misinformation, Deep Fake content or similar content, which in Upwork's determination is intended to mislead recipients for personal, financial, political or other gain or advantage;
  - concern or promote in any way any escort services, prostitution, or sexual acts; or
  - is violent or harassing toward another person or endorses or encourages violence or harassment towards others, in each case in Upwork's determination, including based on the individual's or group's inclusion in a protected class as defined by applicable law.
- Fraudulent or misleading uses or content, including:
  - attempting to or fraudulently billing any Client, including by (i) falsifying or manipulating the hours, keystrokes, or mouse clicks recorded in the Upwork App, (ii) reporting, recording, or otherwise billing Clients for time that was not actually worked, or (iii) on an hourly contract, reporting, recording, or otherwise billing hours worked by another person as hours worked by you in a way that is misleading or false;
  - misrepresenting your experience, skills, professional credentials or license, information or identity, including by representing a portion or all of another person's profile, credentials or license as your own;
    - using a profile photo that is not you, misrepresents your identity or represents you as someone else;
    - falsely stating or misrepresenting your affiliation or relationship with a person or entity or impersonating any person or entity, including but not limited to an Upwork representative or forum leader;
    - falsely stating or implying a relationship with another User, including an Agency continuing to use a Freelancer's profile or information after the Freelancer no longer works with the Agency;
    - falsely attributing statements to any Upwork representative, forum leader, guide or host;

- allowing another person to use your account, which is misleading to other Users; or
  - falsely stating that one Freelancer will perform the work on a job when another will in fact perform the work, including submitting a proposal on behalf of a Freelancer that is unable, unwilling, or unavailable to do the work.
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- Expressing an unlawful preference in a job post or proposal or otherwise unlawfully discriminating on a protected basis;
  - Inciting or encouraging violence;
  - Posting identifying information concerning another person;
  - Spamming other Users with proposals or invitations, including by making unsolicited contact of Users off the Upwork platform, or by posting the same job multiple times so that more than one version remains active at a given time;
  - Making or demanding bribes or demanding other payments without the intention of or without actually providing services in exchange for the payment;
  - Requesting or demanding free services, including requesting Freelancers to submit work as part of the proposal process for very little or no money or posting contests in which Freelancers submit work with no or very little pay, and only the winning submission is paid the full amount;
  - Requesting a fee before allowing a User to submit a proposal;
  - Attempting to or actually manipulating or misusing the feedback system, including by:
    - withholding payment or work product or engaging in any other conduct for the purpose of obtaining positive feedback from another User;
    - attempting to coerce another User by threatening to give negative feedback;
    - expressing views unrelated to the work in the feedback system, such as political, religious, or social commentary;
    - providing anything of value to any person (including to a third party who provides assistance in obtaining feedback) or using any service of any type in order to obtain feedback; or
    - offering services for the sole purpose of improving your feedback or rating score, which is also called feedback building.
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- Duplicating or sharing accounts;
  - Selling, trading, or giving an account to another person without Upwork's consent;
  - Sharing or soliciting Means of Direct Contact with or from another User either directly through messages or by including Means of Direct Contact in a job post, profile, proposal or other User Content prior to entering into a Service Contract with such User, except as expressly allowed for Enterprise Clients;
  - Directly or indirectly advertising or promoting another website, product, or service or soliciting other Users for other websites, products, or services, including advertising on Upwork to recruit Freelancers and/or Clients to join an Agency or another website or company;


- Interfering or attempting to interfere with the proper operation of the Services or any activities conducted on the Site, including by:
  - overriding any security feature or bypassing or circumventing any access controls or use limits of the Services;
  - attempting to or actually interfering with or compromising the system integrity or security of the systems running the Site, or attempting to or deciphering any transmissions to or from the systems running the Site;
  - using any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission;
  - copying, using, disclosing or distributing any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Upwork;
  - collecting or harvesting any personally identifiable information from the Site, including Account names;
  - attempting to or imposing an unreasonable or disproportionately large load (as determined by Upwork) on the Site's infrastructure;
  - introducing any Malware or any other harmful or malicious code on the Site or in relation to the Services;
  - attempting to or accessing the Services by any means or technology other than the interface provided by us; or
  - framing or linking to the Services except as permitted in writing by Upwork.
- Conduct or actions that could jeopardize the integrity of or circumvent the Services or Upwork's proprietary information, including:
  - attempting to or actually reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the Services or any related technology that is not open source unless expressly permitted by Upwork; or
  - accessing or using the Services to build a similar service or application, identify or solicit Upwork Users, or publish any performance or benchmark test or analysis relating to the Site.

### 3.2 ENFORCEMENT AND TERMINATION

We reserve the right to investigate any potential violation of this Section 3 or any other potential violation of these Site Terms of Use and to remove, disable access to, or modify any content on the Site. We do not guarantee we will take action against all breaches of the Terms of Service, and our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

We may terminate your use of the Site at any time, which will mean you lose the right to access or use the Services. Our rights to use and disclose your feedback, our and Users' and Visitors' rights to further re-share content you shared through the Services, and Section 3 of these Site Terms of Use shall survive any such termination, subject to applicable law.

### 3.3 REPORTING AND CORRECTING VIOLATIONS

If you become aware of any violation of these Site Terms of Use, please report it to Customer Service or by clicking the link on the Site where you see this flag: . You agree to assist us with any investigation we undertake and to take any

remedial steps we require in order to correct a violation of these Site Terms of Use.

#### 4. DEFINITIONS

*Provides some definitions of capitalized terms that appear in the Site Terms of Use. Other capitalized terms are defined above or in the User Agreement, which you can tell because the term is put in quotation marks and bold font. Capitalized terms not defined below or earlier in this document have the meanings described in the Terms of Service.*

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Upwork.

“Client” means any authorized User utilizing the Site to seek and/or obtain Freelancer Services from another User.

“Deep Fake” means media that is altered in order to replace a person in an existing image or video with someone else’s likeness in a realistic manner without permission or authorization of the person whose likeness is used.

“Freelancer” means any authorized User utilizing the Site to advertise and/or provide Freelancer Services to Clients, including Freelancer Accounts that are Agency Accounts or Agency Members. A Freelancer is a customer of Upwork with respect to use of the Site and Site Services.

“Freelancer Services” means any services provided by Freelancers.

“Means of Direct Contact” has the meaning set forth in Section 7 of the User Agreement.

“Public Site Services” means, collectively, all services, applications and products that are accessible by any Site Visitor who has not become a User through the Site.

“Site Services” means, collectively, all services (except the Freelancer Services defined above), applications and products that are accessible through the Site, including the Public Site Services.

“User Content” means any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other information that you or any Site Visitor or User post to any part of the Site or provide to Upwork, including such information that is posted as a result of questions.