

If a Client and a Freelancer enter into an Any Hire Contract, whether fixed-price or hourly, these Any Hire Contract Escrow Instructions (“**Escrow Instructions**”) apply. These Escrow Instructions govern Escrow Accounts for Any Hire 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 only apply to Any Hire 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 an Any Hire Contract, whether fixed-price or hourly, Client and Freelancer are deemed to have executed these Escrow Instructions electronically, effective on the date Client clicks to accept the Any Hire 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. ESCROW

2.1 Any Hire Fixed-Price Contracts

Client agrees to deposit funds to the Any Hire Contract Escrow Account on a biweekly basis the amount of any milestone(s) or the full amount of the Any Hire Contract if there is only one milestone for each active fixed-price Any Hire Contract during the biweekly billing cycle. Any funds deposited by Clients remain in the Any Hire Contract 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.

2.2 Any Hire Hourly Contracts and Invoices

Client agrees to fund through the Any Hire Contract Escrow Account payments to Freelancer on a biweekly basis for the amount of Freelancer’s applicable hours logged during the billing period (“**Any Hire Hourly Contract Funds**”). The biweekly billing cycle starts Monday at 00:00 midnight UTC and ends 13 days later on Sunday at 23:59 UTC. Invoices for hours recorded by the Freelancer on Upwork within the biweekly billing cycle will be generated each other Monday, on the Monday that follows the end of the biweekly billing cycle (such invoice, the “**Any Hire Hourly Invoice**”).

Freelancer is required to submit their hours by 23:59 UTC on the Sunday of each week the Any Hire Hourly Contract is active (the “**Any Hire Hourly Invoice Deadline**”). 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 Any Hire Hourly Invoice Deadline; and (ii) submit the Any Hire Hourly Invoices on behalf of Freelancer to Freelancer’s Client on a biweekly basis for payment.

It is the responsibility of Client to review the Any Hire Hourly Invoices. If Client takes no action during the four business

days following the close of the biweekly invoice period, Client will be deemed to have accepted the Freelancer Services and all hours invoiced by Freelancer during the biweekly billing period. If Client approves the submitted Any Hire Hourly Invoices or takes no action during the four days following the close of the weekly invoice period, and the Client has deposited sufficient funds to the Any Hire Contract Escrow Account, Upwork Escrow will release the Any Hire Hourly Contract Funds to Freelancer. 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 Any Hire 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. For fixed-price Any Hire Contracts, Client affirmatively clicks to accept the milestone(s) or fixed-price Any Hire Contract work submitted by Freelancer for approval.
2. For fixed-price Any Hire Contracts, Client affirmatively clicks to accept the milestone(s) or fixed-price Any Hire Contract work performed, but not yet submitted by Freelancer for approval.
3. For fixed-price Any Hire Contracts, Client does not take any action for 14 days from the date Freelancer submits the milestone or Fixed-Price Contract work for approval, 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(s) in connection with such Release request.
4. For fixed-price Any Hire Contracts, 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. For fixed-price Any Hire Contracts, 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. For hourly Any Hire Contracts, Client has approved all or a portion of the Freelancer’s Hourly Invoice, or has taken no action during the four days following the close of the weekly invoice period, which is deemed approval of all hours invoiced for purposes of this Release Condition.
7. Client and Freelancer have submitted joint written instructions for a Release.
8. 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.
9. 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. 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. REFUNDS AND CANCELLATIONS

Client and Freelancer are encouraged to come to a mutual agreement if refunds or cancellations are necessary. Upwork will hold funds in the Any Hire Contract Escrow Account until a Release Condition, as defined in Section 3.1 is fulfilled. If there are no funds in escrow, Freelancer may issue a refund via the Upwork platform up to the full amount paid on the Any Hire Hourly or Any Hire Fixed-Price Contract.

7. EXCLUSIONS

Upwork's Dispute Assistance Program and Payment Protection Programs do not apply to Any Hire Contracts. Upwork, Upwork Escrow, and Affiliates do not guarantee that Freelancer will be paid by Client. Upon occurrence of a Release Condition, as defined in Section 3.1, Upwork Escrow can release only the amount of funds that have been deposited by Client to the Any Hire Contract Escrow Account. Upwork, Upwork Escrow, and Affiliates are under no circumstances liable to Freelancer for payment for Client's failure to deposit funds to the Any Hire Contract Escrow Account to cover payment to Freelancer.

8. 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.

9. 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 are in violation of the [Terms of Service](#).

10. APPOINTMENT OF UPWORK ESCROW AS PAYMENTS AGENT OF THE FREELANCER

Each Freelancer hereby appoints Upwork Escrow as its payment collection agent for the limited purpose of receiving,

holding, and settling payments from Clients pursuant to this Agreement. Each Freelancer further agrees and understands that a payment received by Upwork Escrow from a Client, on Freelancer's behalf, shall be considered the same as payment made directly to the Freelancer. Such payment shall be deemed to satisfy the Client's obligation to pay Freelancer, and the Freelancer will provide its services to the Client in the agreed-upon manner as if the Freelancer had received the payment directly from the Client. Each Freelancer understands that Upwork Escrow's obligation to pay the Freelancer is subject to, and conditional upon, successful receipt of the associated payments from the Client. Freelancer further agrees that Upwork Escrow is not required to settle such payment to Freelancer in the event that Client initiates a chargeback, ACH return, or otherwise disputes the payment. In the event that Upwork Escrow does not make a payment to Freelancer as required by this Agreement, Freelancer will have recourse against only Upwork Escrow and not against Client. In accepting appointment as the limited payment collection agent of the Freelancer, Upwork Escrow assumes no liability for any acts or omissions of the Freelancer.

Each Client acknowledges and agrees that, notwithstanding the fact that Upwork Escrow is not a party to the agreement between the Client and the Freelancer, Upwork Escrow acts as each Freelancer's payment collection agent for the limited purpose of accepting payments from the Client on behalf of the Freelancer. Upon a Client's payment of the funds to Upwork Escrow, the Client's payment obligation to the Freelancer for the agreed upon amount is extinguished, and Upwork Escrow is responsible for remitting the funds successfully received by Upwork Escrow to the Freelancer in the manner described in this Agreement. In the event that Upwork Escrow does not remit any such amounts, the Freelancer will have recourse only against Upwork Escrow and not the Client directly.

11. 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, except as explicitly provided in Section 10. 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.