

This Fee and ACH Authorization Agreement (this “Agreement”) is between you and Upwork Global Inc. or Elance Inc. as described below in Section 1 (Parties). This Agreement provides information on the fees Upwork Global Inc. (“Upwork Global”) and its Affiliates Elance Limited (“Elance Ltd.”) and Upwork Escrow Inc. (“Upwork Escrow”) charge for use of the Site’s communication, invoicing, dispute resolution and payment services, including Payment Protection, and includes eligible Users’ authorization for debits and credits from and to their designated bank accounts via the automated clearing house network (“ACH”). This Agreement is part of the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms of Service, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

1. PARTIES

You are entering into this Agreement with Upwork (also referred to as “we” and “us”).

If you reside in the United States, you are entering into this Agreement with Upwork Global. If you reside outside the United States, you are entering into this Agreement with Elance Ltd.

2. FEES CHARGED TO FREELANCERS

Pursuant to the User Agreement, we charge Freelancers a Service Fee on the amounts of Freelancer Fees charged by the Freelancer to their Client on a Service Contract. Depending on certain features of the Service Contract, the Service Fees will be charged either as “tiered” or “straight” pricing, as discussed in further detail in this Section 2. Where applicable, Upwork Global, Elance Ltd., or Upwork Escrow may also collect taxes (such as value added tax (“VAT”) in Europe) on Service Fees.

Pursuant to the Freelancer Membership Agreement, we charge Freelancers a Membership Fee. These Membership Fees automatically renew until they are canceled as described on the Site.

Additionally, the use of various Payment Methods offered through the Site and the Site Services may incur added fees or charges. All Payment Methods will be posted on the Site along with any associated fees or charges, which we may update from time to time at our sole discretion. By selecting a Service subject to additional fees or charges, you thereby authorize us to charge to you and to collect from you (consistent with this Agreement, the User Agreement, or elsewhere in the Terms of Service) any fees, charges, or taxes described in this Section 2.

2.1 TIERED PRICING

We will charge you a Service Fee based on the total Freelancer Fees charged by you to your Client (less any refunds or reversals) for the duration of your relationship with your Client (the “**Engagement Relationship**”). Unless different pricing described in Section 2.2, 2.3, or 2.4 applies, the Service Fee rates decrease as the total Freelancer Fees you have charged to your Client for the Engagement Relationship meet certain thresholds as follows (“**Tiered Pricing**”):

TOTAL FREELANCER FEES CHARGED TO CLIENT (per Engagement Relationship)	SERVICE FEE RATES
\$500.00 and below	20%
\$500.01 to \$10,000.00	10%
\$10,000.01 and up	5%

Below are some examples of Tiered Pricing.

Example 1. Fixed-Price Contract; Repeat Service Contracts

If a Freelancer and a Client who have never entered into a Service Contract together before agree to a \$600 Fixed-Price Contract, the Service Fee will be calculated as follows:

FREELANCER FEES	SERVICE FEE RATES	SERVICE FEES
\$500	20%	\$100 (\$500 x 20%)
\$100	10%	\$10 (\$100 x 10%)
Total Freelancer Fees: \$600 (Total Engagement Relationship Fees: \$600)		Total Service Fees: \$110

Note: The Service Fee will appear as a single amount in your Account, rather than separate amounts as shown in the example above. Examples in this Agreement are provided for illustrative purposes only and are not binding. Because of rounding, the Service Fees charged may differ slightly.

If the same Freelancer and Client agree to **another** \$600 Fixed-Price Contract, the Service Fee will be calculated as follows:

FREELANCER FEES	SERVICE FEE RATE	SERVICE FEES
\$600	10%	\$60 (\$600 x 10%)
Total Freelancer Fees: \$600 (Total Engagement Relationship Fees: \$1,200)		Total Service Fees: \$60

If the same Freelancer and Client enter into additional Fixed-Price Contracts for different Service Contracts, the Freelancer Fees for each Service Contract will count toward the total Freelancer Fees collected for purposes of determining the Tiered Pricing that applies to the Service Fees. If the Freelancer charges \$10,000 in Freelancer Fees to the Client, then the Service Fee on any additional Freelancer Fees for the Engagement Relationship with the Client will be 5% of the Freelancer Fees. For example, if the Freelancer has charged a total of \$15,000 in Freelancer Fees during the Engagement Relationship and the Freelancer and Client enter into a new Fixed-Price Contract for \$1,000, the Service Fee would be determined as follows:

FREELANCER FEES	SERVICE FEE RATE	SERVICE FEES
\$1,000	5%	\$50 (\$1,000 x 5%)
<i>Total Freelancer Fees: \$1,000 (Total Engagement Relationship Fees: \$16,000)</i>		<i>Total Service Fees: \$50</i>

Example 2. Hourly Contract

If a Freelancer and Client enter into an Hourly Contract for \$50 per hour, and the Freelancer works 400 hours, the Service Fees will be calculated as follows:

HOURS WORKED	FREELANCER FEES (hours x freelancer rate)	SERVICE FEE RATES	SERVICE FEES
First 10 hours	\$500	20%	\$100
190 (Hour 11 to 200)	\$9,500	10%	\$950
200 (Hour 200 to 400)	\$10,000	5%	\$500
<i>Total Hours: 400</i>	<i>Total Freelancer Fees: \$20,000</i>		<i>Total Service Fees: \$1,550</i>

Note: The Service Fee will appear as a single amount in your Account, rather than separate amounts as shown in the example above. Examples in this Agreement are provided for illustrative purposes only and are not binding. Because of rounding, the Service Fees charged may differ slightly.

2.2 FREELANCERS WORKING ON ENTERPRISE CLIENT CONTRACTS

If you are a Freelancer with a Service Contract entered into with an Enterprise Client, the Service Fee rate is 10% of the Freelancer Fees, unless otherwise provided in the Enterprise Client contract. If you are a Freelancer with an active Contract with a Client whose Account is being converted to an Enterprise Client Account, then only on any Service Contract that is active at the time of the conversion, Upwork will honor the lower of (a) the Tiered Service Fee in effect at the time of the conversion, or (b) the Service Fee rate in the Enterprise Client contract for that Account. For purposes of the Terms of Service, “**Enterprise Client**” means a Client, including a legacy Enterprise client or an Upwork Business Client, whose profile displays the following “**Enterprise**” badge:



2.3 ALTERNATE PRICING

For some Service Contracts, as described in this Section 2.3, we do not charge Tiered Pricing, but instead charge an alternate fee (“**Alternate Pricing**”) which only applies to Service Contracts when any of the following are true:

- (a) you entered into the Service Contract before Upwork first started charging Tiered Pricing;
- (b) you entered into the Service Contract pursuant to a feature of the Site where we advertised a different Service Fee, such as discounted Service Fees offered in some circumstances for amounts charged on a contract or for a Featured Job Post for Clients;
- (c) you have an Any Hire Contract with a Client and you did not have an Upwork Relationship prior to the Any Hire Contract (see [Section 7 of the User Agreement](#)) or for an Upwork Payroll engagement; or
- (d) the Service Contract is with a Client who is not an Enterprise Client, but who has a legacy arrangement for lower fees that apply to the Service Contract.

As described in this Section 2.3, if Alternate Pricing applies, we will typically charge you a Service Fee of a fixed percent.

For certain Service Contracts, the Alternate Pricing may be a lower flat percentage (such as through a “bring your own” program) or may have a different tiered fee rates (such as for a Featured Job Post), or may not have a Service Fee (such as an Upwork Payroll Contract or certain Any Hire Contracts), in each case as clearly stated on the Site at the time the Service Contract was or is entered into, and any applicable changes to Alternate Pricing or fees will be clearly communicated to the Client, including communications posted to the Site. When there is a different tiered fee rate, the initial rate will be as clearly stated on the Site, and once the Service Fees on the Engagement Relationship exceed \$10,000, the Service Fee will be reduced to 5%, unless otherwise clearly communicated to you, including by communications through the Site.

If a flat fee applies, it will be charged as in this example, though the percent may vary. If no other Alternate Pricing is described to you (for example, you entered into a Service Contract prior to the implementation of Tiered Pricing), the Service Fee under Alternate Pricing is a flat 10%.

CONTRACT TYPE	SERVICE FEE	FREELANCER FEES	SERVICE FEES
Fixed-Price	10%	\$500	\$50
Hourly	10%	\$50 per hour	\$5 per hour

Note: Examples in this Agreement are provided for illustrative purposes only and are not binding. Because of rounding, the Service Fees charged may differ slightly.

2.4 OTHER FEES

Freelancers may choose a membership with an associated membership fee (the “**Freelancer Membership Fee**”). More details are provided in the [Freelancer Membership Agreement](#). Freelancers may also choose to purchase “Connects” or other features, premium services or options on Upwork, in each case as described on the Site at the time of purchase.

Upwork reserves the right to change the fees of the memberships, features, services, and options offered on the Site, or institute new fees at any time, in each case upon reasonable notice posted in advance on the Site for existing Users.

3. CLIENT MEMBERSHIP PLAN AND RELATED FEES

To access the Site and use the Site Services a Client must have registered for an Account as detailed in Section 1 of the User Agreement. When you sign up for a Client Account, you will be automatically enrolled into Upwork's marketplace membership (the "**Client Marketplace Plan**"). The Client Marketplace Plan is free and does not require a monthly membership fee. The Client Marketplace Plan includes access to the Site and related Site Services such as facilitating the formation of Service Contracts, assisting Users in resolving disputes which may arise in connection with those Service Contracts, providing access to communication tools, and administrative services related to reporting and facilitating payments.

In return for providing Clients with access to the Site and related Site Services, Upwork charges Clients a "**Marketplace Fee**" of up to 5% on each transaction related to a marketplace Service Contract or Project Catalog offering a Client enters into on the Site or with Freelancers on the Site. In the case of Hourly Service Contracts, Upwork will charge the Marketplace Fee based on hours and expenses recorded by a Freelancer as of the Hourly Invoice Deadline (Sunday at 23:59 UTC) each week. For Fixed-Price Contracts, Upwork will charge the Marketplace Fee on the amount and at the time a Client funds a milestone or pays a bonus or expense. All other transactions subject to the Marketplace Fee, such as transactions for bonus or expense payouts, use of Upwork Payroll related to a marketplace Service Contract, or use of any other service on the Site where displayed on the Site, will be assessed the Marketplace Fee at the time of invoice. Eligible Clients who use ACH as their payment method are offered a reduced Marketplace Fee rate of 3%. At its sole discretion, Upwork may offer Clients a different Marketplace Fee rate; any such rate must be explicitly communicated or agreed by an authorized representative of Upwork via email or a written agreement. No refunds of fees already paid will be given; for example, if a funded project is canceled, payments made by a Client are released from the Client Escrow Account for any reason or refunded by a Freelancer, the Marketplace Fee will not be refunded.

The Marketplace Fee detailed above is not assessed on Any Hire, Direct Contract, Enterprise, Talent Scout, or Upwork Business engagements which are subject to the fees and rate(s) as described in the specific Any Hire, Direct Contract, Enterprise, Talent Scout, or Upwork Business contract with Client or on the Site.

3.1 LEGACY CLIENT MEMBERSHIP PLANS, MEMBERSHIP FEES, AND AUTOMATIC MEMBERSHIP RENEWALS

Upwork previously offered other Client Membership Plans such as Upwork Basic, Upwork Plus, and Upwork Business (each a "**Legacy Client Membership Plan**"). In its sole discretion, Upwork may allow you to continue under a Legacy Client Membership Plan if you were enrolled in such legacy plan before we offered the Upwork Marketplace Plan. If you are eligible to continue with a Legacy Client Membership Plan, your memberships on the Site under settings will still show a Basic or Plus Plan, no other Users are eligible for a Legacy Client Membership Plan. If you are eligible for a Legacy Client Membership Plan, we will provide you with advance notice if we will no longer offer you participation in such plans. If you are enrolled in a Legacy Client Membership Plan, you will be assessed the monthly membership fee that you agreed to when you signed up for such Legacy Client Membership Plan (including the page in the iOS application). The amount you pay will not increase from the amount displayed on the applicable page at the time you signed up for the membership, unless advance notice is provided as described in this Agreement. If you cancel your Legacy Client Membership Plan, fail to pay timely your membership fees, or Upwork suspends or closes your Account you will be automatically enrolled in the free Legacy Client Membership Plan. If Upwork decides to cease supporting the Legacy Client Membership Plans, you will be notified in advance and will be automatically enrolled in the Client Marketplace Plan.

Clients in a Legacy Client Membership Plan will not be assessed the Marketplace Fee and instead, are subject to the fees, such as payment processing fees, that were disclosed to Client by Upwork at the time of sign-up, and as updated pursuant to the required advanced notice on the Site, as described in this Agreement. If payments made by a Client are released to the Client Escrow Account for any reason or refunded by a Freelancer, the Payment Processing Fee will not be refunded.

Clients in a Legacy Client Membership Plan must pay any applicable monthly membership fees (“**Client Membership Fees**”) through their Upwork Escrow Account, unless the Client Membership Plan was purchased through our iOS application. Fees for Legacy Client Membership Plans, if any, automatically renew until they are cancelled as described on the Site and this Agreement.

3.1.1 AUTHORIZATION FOR AUTOMATIC PAYMENT OF RECURRING CLIENT FEES

There are no monthly membership fees for the Client Marketplace Plan. If you have a Legacy Client Membership Plan, you must pay applicable Client Membership fees, if any, through your Client Escrow Account. Each Client Membership Fee, if any, covers a monthly billing period beginning on the date that you first make payment and ending one month later. You irrevocably authorize and instruct us to automatically charge the fees for the Legacy Client Membership Plan, if any, to your Client Escrow Account at the beginning of each billing period. This authorization will remain in full force and effect until you change your settings in your Profile to change your Legacy Client Membership Plan, we inform you we are no longer supporting the Legacy Client Membership Plan, or you otherwise notify us that you wish to revoke your authorization by contacting Customer Support, or cancel your Account.

If you are in a Legacy Client Membership Plan with a monthly membership fee (such as the Upwork Plus plan), you can downgrade to the free Legacy Client Membership Plan (the Upwork Basic plan) before the end of the billing period, you will not receive a refund or a credit for any of the Client Membership Plan fee for that given month. However, if you switch to the free Legacy Client Membership Plan, you will still have your Legacy Client Membership until the end of the billing period.

If you have an Upwork Plus plan and your Account is suspended, then your Account will be downgraded to the free Upwork Basic plan at the next membership renewal. You may switch or change between Legacy Client Membership Plans pursuant to Section 3.1.2

If you have signed up for a membership through our iOS application, please contact Apple for questions on billing, or on your renewal, or cancelling your membership.

3.1.2 CHANGES TO LEGACY CLIENT MEMBERSHIP PLANS

If you are enrolled in a Legacy Client Membership and you change to another Legacy Client Membership Plan, the new program and any applicable new billing period will be based upon the date we receive payment of the new membership fee. If you upgrade a membership, it will result in a new billing date effective upon the date of payment of the additional fees and, if applicable, will result in a credit of the unused portion of the existing category membership fees. If you downgrade a membership, you will not receive a refund or credit for the fees already paid. The downgrade will go into effect at the beginning of the next billing period.

For more information on upgrading, downgrading, or canceling your membership, check the Site or contact Customer Support. If you have signed up for a membership through our iOS application, please contact Apple for questions on

upgrading, downgrading, or canceling your membership.

Upwork reserves the right to change membership fees, change the features and services included in each Client Membership Plan, change the membership fees or fees for certain premium services or options, or institute new fees at any time, in each case upon reasonable notice posted in advance on the Site for existing Users. No refunds of fees already paid will be given. If Upwork exercises its right to cancel a membership, Upwork will not refund the membership fee already paid unless otherwise required by law.

3.2 TAXES

Where applicable, Upwork Global, Elance Ltd., or Upwork Escrow may also collect taxes (such as value added tax (VAT) where applicable) on membership fees and the cost for premium services or features, as set forth in the User Agreement.

4. AUTHORIZATION FOR ACH DEBITS AND CREDITS AND OTHER TRANSACTIONS

If and to the extent permitted by Upwork in its sole discretion, Users may pay Freelancer Fees, Membership Fees, fees for Legacy Client Membership Plans, Marketplace Fees, and other fees owed under the Terms of Service from their designated bank accounts. Subject to Upwork's eligibility requirements, if you elect to pay Freelancer Fees or any other amounts owed under the Terms of Service via ACH transfers from your designated bank account, you hereby authorize us to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms of Service, and you agree to comply with the ACH rules issued by the National Automated Clearing House ("**NACHA**") and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). Your authorization for ACH transfers contained in this Section 4 will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from your Profile or by contacting Customer Support. You understand that we require at least one (1) business day's prior notice in order to cancel your authorization for ACH transfers contained in this Section 4.

You must notify us of any change in your designated bank account's information at least five (5) business days before any such change by updating your bank account information in your Profile or by contacting Customer Support. If we do not receive notice at least five (5) days before any such change, we may attempt, in our sole discretion, to implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 4. However, we assume no responsibility for our failure to do so.

You may view a history of your Account transactions by logging in to the Site. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history (each, an "**Error**") within 30 days of when the Error could be viewed in your Account transaction history on the Site. If you do not notify us of an Error within 30 days of when the Error could be viewed in your Account transaction history on the Site, you will forfeit the right to contest the Error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules.

Subject to the foregoing notice requirement: (a) if and to the extent an Error is caused by us, we will correct the Error and (b) if an Error is caused by you, we may, but are under no obligation to, attempt to correct the Error and will offset any costs we incur from any funds returned to your bank account or your Client Escrow Account, as applicable.