

These Upwork Terms for Task Mate Beta (“**Beta Terms**”) define the agreement between you (the “**Freelancer**”) and Upwork Global Inc. (“**Upwork**”) regarding projects offered by Google LLC (the “**Client**”) through Client’s [Task Mate mobile app](#) (“**Task Mate Projects**”), and are part of and incorporate by reference the other [Upwork Terms of Service](#), including the [Upwork User Agreement](#) and [Privacy Policy](#) (collectively, the “**Upwork Agreement**”). These Beta Terms are in addition to and, except where explicitly stated, do not supersede, replace, or limit terms in the Upwork Terms of Service. Capitalized terms not defined herein are defined in the Upwork User Agreement or elsewhere in Upwork’s Terms of Service. The Upwork Agreement, including these Beta Terms, only governs Freelancer’s relationship with Upwork for Task Mate Projects and does not create any contract between you and Client, or create any obligations or restrict any rights of Client. Instead, Freelancer’s contractual relationship with Client for Task Mate Projects is exclusively governed by the [Google Task Mate Terms of Service](#) (“**Google Task Mate Terms**”), which you must agree to in order to participate in the Task Mate Projects.

**In order to receive payment through the Upwork platform for completed Task Mate Projects, you agree to be bound by the Upwork Terms of Service and the [Dispute Process and Arbitration and Class Action Waiver](#) in the Upwork User Agreement. If you do not accept these terms, including the arbitration and class action waiver, you may not use or access the Upwork platform to receive payment for any Task Mate Projects.**

## **1. HOW IT WORKS**

Any Freelancer that is invited by Upwork to participate is eligible to participate in the Task Mate Projects, provided that (a) their Upwork Account is in good standing and they agree to comply with the Upwork Agreement (these Beta Terms as well as the Upwork User Agreement and other Upwork Terms of Service available [here](#)), and (b) they successfully create and maintain in good standing a Google Task Mate account and agree to comply with the Google Task Mate Terms. In the event of any conflict between the Upwork Agreement and the Google Task Mate Terms, the Google Task Mate Terms will govern your relationship with Client in connection with your access to and use of the Task Mate app and your performance of the Task Mate Projects.

## **2. CONTRACT TERMS FOR TASK MATE PROJECTS**

Each Freelancer that completes any of the available Task Mate Projects agrees to the Google Task Mate Terms and payment amounts offered by the Client on the Task Mate app.

## **3. FEES**

Freelancers are not charged Freelancer Service Fees (see Sections 2.1, 2.2, and 2.3 of the Fee and ACH Agreement) for earnings for Task Mate Projects. If Freelancer requests disbursement as described below in Section 4 (Disbursements to Freelancer), Freelancer will not be charged Disbursement Fees (see Section 5.1 of the Upwork User Agreement) for disbursing earnings for Task Mate Projects. However, Freelancers will pay any other applicable fees (see Section 2.4 of the Fee and ACH Agreement) and, if Freelancer requests disbursement other than as described in Section 4 below, will be charged Disbursement Fees. Earnings and fees are subject to tax and withholdings as described in the Upwork User Agreement.

## **4. DISBURSEMENTS TO FREELANCER**

Once Freelancer completes the Task Mate Project, Freelancer can initiate disbursement of funds related to the Task Mate Project by clicking “Cash Out on Upwork” from the Task Mate app, which will include the amount of funds Freelancer seeks to disburse. Funds will be available to Freelancer’s Withdrawal Method, normally within 48 hours. When Freelancer initiates a “Cash Out on Upwork” from the Task Mate app, Upwork will be deemed to have been authorized to release

payment to the Freelancer unless provided notice to the contrary. Freelancer acknowledges that use of Upwork for these services is intended for business use only, and agrees to use these services only for business purposes and not for consumer, personal, family, or household purposes.

## **5. FREELANCER AUTHORIZATION**

Freelancer represents and warrants that it has the authority to agree to these Beta Terms on behalf of Freelancer and the business entity they represent.

## **6. OTHER TERMS**

The Upwork Agreement, including these Beta Terms along with the Upwork User Agreement and other Upwork Terms of Service, represents the entire agreement between Upwork and Freelancer and supersedes all prior agreements and understandings between Freelancer and Upwork with respect to Task Mate Projects. However, Client and Freelancer may agree to different terms with respect to the terms between them, provided that such terms do not purport to restrict or enlarge Upwork's rights or obligations. To the extent of a conflict between these Beta Terms and the other Upwork Terms of Service, these Beta Terms shall govern any matters involving Upwork and Task Mate Projects. Provisions of the Upwork User Agreement and other Upwork Terms of Service apply in full force and effect to the extent that they do not either conflict with any provision of these Beta Terms or exclusively apply to any products or services other than the Task Mate Projects. You agree that you did not accept these Beta Terms based on any representations, whether written or oral, other than those contained herein, along with the Upwork User Agreement and other Upwork Terms of Service. No modification of or amendment to these Beta Terms, nor any waiver of any rights, will be effective unless in writing signed by Freelancer and Upwork.