

If a Client signs up to use Upwork's Recruitment Services, this Recruitment Services Agreement (this "Agreement") applies to Client. Your use of the Site after the effective date will signify your acceptance of and agreement to this Agreement. This Agreement hereby incorporates by reference the [Terms of Service](#). Capitalized terms not defined in this Agreement are defined in the [User Agreement](#), elsewhere in the Terms of Service, or have the meanings given such terms on the Site.

This Agreement is a binding legal agreement by and between Client ("Client" and "you") and Upwork Global Inc. ("Upwork" or "we") and supersedes and replaces all prior agreements between Client and Upwork concerning Upwork's Recruitment Services.

1. UPWORK RECRUITMENT SERVICES

Upwork helps clients scale their teams with top talent remotely or on-site, by linking them with the curated pool of professionals on the Upwork platform or website, enabling clients to find the right talent for an employment position. Client acknowledges that Upwork's Recruitment Services provides tools to facilitate job postings, candidate search, and communication with Freelancers who are potential candidates for an employment position as described by Client to Upwork (each, a "Candidate"). These tools may present different results for similar search queries and allow for the organization of Candidates based on their alignment with job criteria. Client understands that results may vary.

2. CONTENT

Client is solely responsible for all content posted on the Upwork Platform through the Recruitment Services, including job descriptions, postings, and communications with Candidates. This responsibility extends to ensuring that content complies with legal and ethical standards and does not infringe upon the rights of third parties.

3. PROHIBITED ACTIONS

Client agrees not to:

- a. Use Upwork's Recruitment Services to send unsolicited, spam-like communications, or to contact Candidates for purposes other than the specific employment opportunity described in the posting.
- b. Engage in harassment, stalking, or any form of unwanted contact with Candidates.
- c. Utilize automated means, including scraping, data mining, or similar data gathering and extraction tools, to access, query, or collect information from Upwork's Recruitment Services without express written permission from the service provider.
- d. Create, copy, modify, or distribute derivative works of Upwork's Recruitment Services or any related technology without prior written consent from the service provider.
- e. require Candidates to pay or reimburse Client for any part of the fees charged to Client by Upwork in connection with Upwork's provision of Upwork Recruitment Services.

Direct competitors of Upwork, including but not limited to job aggregation, freelancer aggregation and posting websites, are prohibited from using Upwork's Recruitment Services to contact Freelancers. Violation of this clause may result in immediate suspension or termination of service access, and legal action may be taken against the violator.

4. HIRING DECISIONS; LIMITATIONS ON HIRING

Client acknowledges and agrees that Client selects a Freelancer based upon Client's determination that Freelancer

possesses the skills, background, and education to satisfy the requirements of the job description. Upwork does not (a) select the Freelancer; (b) have the authority or ability to decide to engage or end the engagement of the Freelancer on behalf of Client; (c) make any independent evaluation or investigation or otherwise conduct any due diligence regarding Candidates, their resumes, qualifications, skills, background, or prior experience; or (d) make any representations or warranties as to the skills, experience, background, or education of any Freelancer. All information regarding a Freelancer posted on or to the Site or provided by Upwork is intended to be indicative or illustrative only and is not intended to be a guarantee or warranty on the part of Upwork. Upwork is not responsible for and shall have no liability for Client's use of or reliance on any Freelancer information posted or provided by Upwork.

Upwork provides AI-driven tools that organize Candidates based on their potential alignment with Client's requirements, analyzing the text in their resumes or their responses to screener questions. Despite this functionality, Client retains the ability to review any Candidate at their discretion, and Upwork does not make hiring decisions on behalf of any Client. By utilizing these tools, Client acknowledges that this functionality serves to assist rather than replace the need for human judgment and review in the hiring process. Client agrees not to rely solely on this technology, give it undue weight compared to other considerations, or let it override conclusions drawn from a comprehensive review of all relevant factors in Client's decision-making and hiring practices.

5. NONDISCRIMINATION; COMPLIANCE WITH LAWS

Client is responsible for complying with Upwork's [Nondiscrimination Statement](#) and with all applicable laws in connection with your job posts and hiring practices, including without limitation, as applicable, legal eligibility to work laws, wage transparency laws, nondiscrimination laws, accommodation and leave laws, privacy laws, and any other state, federal or international law.

6. FEES

For each successful hire of a Candidate, Client will pay to Upwork ten (10%) of the estimated first-year's total cash compensation, including salary and incentive bonus, and excluding any sign-on, relocation, or similar bonus and any equity, equity-related, or non-cash compensation (the "Total Cash Compensation") to be paid to a selected Candidate, regardless of whether the Candidate is chosen for the position set forth in the job description provided by Client to Upwork or an alternative position (the "Position Fee"). Each Position Fee is incurred on the applicable Candidate's start date with Client and will be invoiced by Upwork without undue delay upon notification of the Candidate's start date. Client acknowledges and understands that payment is due in full the day the invoice is sent. Client agrees and authorizes Upwork to charge Client's Payment Method the full amount invoiced during a Billing Period on the same day the invoice is issued.

Client agrees and acknowledges that the pricing and offerings associated with Upwork's Recruitment Services are subject to change.

7. TERMINATION OF UPWORK'S RECRUITMENT SERVICES

Without limiting Upwork's ability to terminate services provided to Client under other Terms of Service, Upwork may terminate Upwork's Recruitment Services at any time after providing Client with notice of such termination at least 10 days in advance of the final day Upwork's Recruitment Services will be offered (the "Termination Date").

8. NON-CIRCUMVENTION

If Client engages (or directs a third party to engage) the services of a Freelancer first presented by Upwork as a Candidate within two years after the date that such Candidate is first presented to Client, then Client agrees to pay Upwork the Position Fee. This provision does not apply to (i) Known Candidates or (ii) Candidates responding independently (without direct solicitation) to Client's indirect solicitations (such as employment agency referrals and

internet job postings). A “Known Candidate” means any individual that was already known by Client and is under active consideration by Client for open positions prior to Upwork presenting the individual to Client as a Candidate.

9. AUDIT RIGHTS

Client will maintain reasonable records related to the engagement of Candidates (“Engagement Records”) for at least two years following the engagement of the Candidate’s work for Client (the “Record-Keeping Period”). Subject to restrictions imposed by laws and regulations related to the privacy of the Candidate, for the duration of the Record-Keeping Period, Upwork, at its sole cost and expense and no more than once per calendar year, may audit Engagement Records at any time during Upwork’s normal business hours after providing Client with 15 days’ written notice of such audit. Upwork will conduct audits in a manner that is designed to minimize disruptions to Client’s business operations. If errors are identified by an audit, then Client shall take prompt action to correct such errors.

10. OTHER TERMS

Together with the Upwork User Agreement and other Terms of Service, these Recruitment Services Terms represent the entire agreement with Upwork and supersede all prior agreements and understandings with respect to the matters covered. You agree that you did not accept the Recruitment Services Terms based on any representations, whether written or oral, other than those contained herein. In the event of a conflict between these Recruitment Services Terms and any other agreement in the Terms of Service, these Recruitment Services Terms shall govern.

11. CONTACTING US

If you have any questions, or need assistance, please contact <https://support.upwork.com/home> or legalnotices@upwork.com.