

If a Client purchases a Service Contract through the Pro Services feature on an Upwork Partner site, these Upwork Pro Services terms apply. These terms do not apply to Service Contracts entered into directly on the Upwork site.

To the extent permitted by applicable law, we may modify these Upwork Pro Services terms without prior notice to you, and any revisions will take effect when posted on the Site unless otherwise stated. The version of these Upwork Pro Services terms in effect on the date any Pro Services service contract is entered into apply to that contract. Please check the Site often for updates.

These Upwork Pro Services terms hereby incorporate by reference the [Upwork Terms of Service](#) (“Terms of Service”), including the [User Agreement](#), [Terms of Use](#), [Privacy Policy](#), and [Nondiscrimination Statement](#). Capitalized terms not defined in these Upwork Pro Services terms are defined in the User Agreement or elsewhere in the Terms of Service, and have the meanings given such terms. For purposes of these Upwork Pro Services terms, the term “Client” indicates the User who purchased the Service Contract through the Upwork Partner site (also referred to as “You”).

1. ACCEPTANCE OF SERVICE CONTRACT AND TERMS

Once Client has agreed to a Service Contract by agreeing to Upwork’s Terms of Service and clicking “Checkout,” “Pay” or a similar button on the Upwork Partner’s purchase page (the “Partner Site”), these Upwork Pro Services terms constitute a binding agreement. Please note that, in doing so, you have purchased services through that Partner, and Upwork has an agreement with that Partner to provide you with those services. These terms, along with the other Upwork Terms of Service, outline your and Upwork’s rights and responsibilities to each other. Other rights and responsibilities you may have related to the Service Contract you purchased are between you and the Partner, and Upwork is not a party to those additional terms, if any.

2. DELIVERABLES

The expected outcomes of the Service Contract (“Deliverables”), as well as the specifications and time of delivery for all Deliverables, will be determined on the Partner Site at the time of Client’s purchase of the project. Upon Upwork’s receipt of Your purchase on the Partner Site, You will be invited into a Client Portal where You can further discuss the purchased services and track the work on the Deliverables.

All Deliverables will be deemed accepted by You if You do not reject or dispute them within five (5) business days of delivery (the “Review Period”), by following the dispute process set forth below through the prompts provided within the Client Portal. Deliverables also will automatically be deemed accepted if You use them in a live-production environment. The acceptance of a Deliverable by You discharges any further obligation to revise the Deliverable or provide a refund of the amounts paid for the Deliverable. In the event that You reject or dispute any Deliverable(s), You may be required to specifically identify the manner in which the Deliverable(s) fails to materially comply with the applicable specifications previously set forth for the Service Contract.

3. DISPUTES

Client may submit a dispute for Deliverables where the Client has not accepted the specified Deliverable pursuant to Section 2 of these Terms.

To submit a dispute, Client must click the appropriate button in the Client Portal to notify the Parties of their request. All disputes must be filed within the Client Portal. Disputes submitted through other methods may not be considered valid and

may be rejected, in Upwork's sole discretion.

In submitting a dispute, Client will have the option to (1) request revisions to the project or (2) request to cancel and receive a refund for the project. If Client requests revisions, Client must indicate how the Deliverable provided fails to materially comply with the specifications agreed upon in the Service Contract. Only revisions that align with the previously established specifications for the Deliverable will be accepted and provided. If Client requests to receive a refund and cancel the project, Upwork will notify the Upwork Partner of Client's request. The decision to issue the refund and the amount of the refund, if any, will be determined by and issued from the Upwork Partner to Client. In the event of a refund, Client may be required to return all Deliverables and forfeit all rights to the Deliverables related to the Service Contract.

Client must cooperate with all efforts to resolve disputes, including by responding to inquiries within five (5) calendar days. Failure to cooperate with the dispute process may result in denial and closure of the dispute. Upwork may establish a limitation on the number of revisions and refunds a Client may request, which may be established on a per Service Contract or per Client basis at Upwork's sole discretion.

4. VIOLATION OF UPWORK TERMS OF SERVICE OR LAW

Client acknowledges and agrees that Client irrevocably authorizes and instructs Upwork to take such actions as deemed appropriate, in Upwork's sole discretion in accordance with applicable law, if Upwork believes that fraud, illegal activity, or a violation of the Terms of Service has been committed or is being committed or attempted.

Upwork, in its sole discretion, reserves the right to suspend or terminate your use of the Upwork site or Client Portal immediately upon giving notice to you if Upwork believes you may be abusing the Site, the Client Portal, or the dispute process.