

These Dispute Terms are incorporated into the Upwork [Terms of Service, Fee and ACH Authorization Agreement, Escrow Instructions](#), and apply to the Client on the Upwork Business Plus Plan that is provided Business Plus Billing and Payment Service(s) (“Net30 Terms”) from Upwork, and any Freelancer that has a Service Contract with the Business Plus Client on Net30 Terms.

1. That the Client is provided Billing and Payment Services from Upwork does not change the relationship between the Client and the Freelancer(s) engaged on the Site.

2. Once the Freelancer has agreed to provide Freelancer Services to Client and has executed a Service Contract and any other necessary agreements, Client and Freelancer will work directly together through the Site. Upwork will not supervise, control, or otherwise be responsible for the performance of the Freelancer Services by Freelancer. For the avoidance of doubt, Client is responsible for the appropriate classification of each Freelancer. Independent contractor relationships can be supported through Upwork’s Marketplace.

**a. Hourly Work for Independent Contractors.** For hourly work performed by Freelancers classified as independent contractors, Client can dispute the Freelancer billing entries as described by this Section. The Freelancer invoice will cover the billing period that begins Mondays at 00:00 midnight UTC and ends Sundays at 23:59 UTC (the “Weekly Billing Period”). Following each Weekly Billing Period, Client will have from Monday at 12 noon UTC until Friday at 23:59 UTC (the “Client Review Period”) to review the Freelancer’s billing records and file a dispute through the Platform if Client disputes the hours billed by the Freelancer

i. If Client does not file a dispute during the Client Review Period, then (i) Client will be deemed to have approved the time billed as reflected on the Platform, and (ii) Upwork will be authorized and instructed to make payment to Freelancer for time reflected on the Platform. Once approved by Client, Upwork will make payment to Freelancer and such payment cannot be revoked by Client.

ii. If Client files a dispute during the Client Review Period, (i) payment for the disputed period will be paused during the course of the dispute and (ii) Client and Freelancer will be obligated to cooperate in Upwork’s handling of the dispute. If either party fails to cooperate in a meaningful and timely manner in the dispute process, Client and Freelancer agree that the dispute may be resolved in the other party’s favor. Disputes handled by Upwork on hourly contracts can only address the hours billed, not the quality of the Freelancer Services or the Work Product. Clients and Freelancers are encouraged to use Work Diaries as part of the terms of their hourly Service Contracts, which will assist in facilitating the handling of disputes. Clients and Freelancers are also encouraged to collaborate to resolve the dispute between themselves. If Client and Freelancer fail to come to a resolution, Upwork will promptly investigate the Hourly Invoice and determine, in its sole discretion, whether an adjustment is appropriate consistent with the Work Diaries and other relevant data. Upwork’s determination of such dispute shall be final.

**b. Milestone Work.** For Engagements where Freelancer Payments are tied to completing milestones, Client must approve or reject milestone approval requests through the Platform within 14 calendar days after such approval requests are submitted through the Platform.

i. Client acknowledges and agrees that if Client approves the request or fails to take any action within this 14 calendar day period, then (i) the Freelancer Services or Freelancer Work Product reflected in the milestone approval request will be deemed accepted by Client, (ii) any payment associated with the milestone will be deemed approved by Client, and (iii) Upwork will be authorized and instructed to make payment to Freelancer for such milestone and to bill Client for such payment. Once approved by Client, Upwork will make payment to

Freelancer on Client's behalf and such payment cannot be revoked by Client.

ii. In the event that Client rejects the milestone approval request within the 14 day period, (i) payment for the disputed milestone will be paused during the course of the dispute and (ii) Client and Freelancer will be obligated to cooperate in resolving the dispute. In the course of dispute resolution, Client or Freelancer may be requested to provide documentation in support of the dispute. If either party fails to cooperate in a meaningful and timely manner in the dispute process, Client and Freelancer agree that the dispute may be resolved in the other party's favor. Clients and Freelancers are also encouraged to collaborate to resolve the dispute between themselves. If Client and Freelancer fail to come to a resolution, Upwork will promptly investigate the dispute and offer a non-binding resolution for the parties to consider. Upwork cannot render a binding judgment as it relates to the quality or functionality of the work provided. If Client and Freelancer do not agree to the proffered non-binding resolution, they may proceed to arbitration under the terms provided in the Arbitration provision of the [Upwork Fixed Price Service Contract Escrow Instructions](#).