

Non-Executable Version

This Addendum for Billing and Payment Terms (this “Addendum”) is incorporated into the [Fee and ACH Authorization Agreement](https://www.upwork.com/legal#fees) (accessible at <https://www.upwork.com/legal#fees>) and is an agreement between You (Client) and Upwork Global Inc. and its affiliates (“Upwork”). This Addendum is part of and incorporates by reference the [User Agreement](https://www.upwork.com/legal#useragreement) (accessible at <https://www.upwork.com/legal#useragreement>), and the other Terms of Service (accessible at <https://www.upwork.com/legal#terms>). Capitalized terms not defined in this Addendum are defined in the **User Agreement** or elsewhere in the **Terms of Service**.

1. Business Plus Billing and Payment Service. Upwork, at its sole discretion, offers You access to Business Plus Billing and Payment Service in accordance with this Addendum.

- a. “Freelancer Payments” means all payments made by Upwork to Freelancers on Your behalf in accordance with this Addendum, including, if applicable, expenses authorized by You or required by law.
- b. “Service” under this Addendum refers to Upwork issuing Freelancer Payments on your behalf as due for each Service Contract entered on the Site, and then billing You in arrears on a monthly basis for all such payments in addition to all applicable fees and costs. This Service does not apply to Consultations, Project Catalog, or Any Hire engagements entered into on the Site.
- c. Payment obligations are non-cancelable and non-refundable.
- d. Your ability to use this Business Plus Billing and Payment Service is subject to Upwork’s approval, and Upwork may grant, deny, limit, extend, withdraw, increase or decrease Your access to this Service at its sole discretion.

2. Freelancer Services and Relationship. This Addendum and the Services contemplated thereunder do not change or modify Your relationship with the Freelancer(s) that You engage on the Site. Once the Freelancer has agreed to provide Freelancer Services to You and has executed a Service Contract and any other necessary agreements, You 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, You are responsible for the appropriate classification of each Freelancer. Independent contractor relationships can be supported through Upwork’s Marketplace. Should You classify the Freelancer as an employee, You acknowledge and agree that engagements with such Freelancer may only be supported on Upwork by engaging such Freelancer through the Upwork Payroll solution.

a. Hourly Work for Independent Contractors. For hourly work performed by Freelancers classified as independent contractors, You 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, You have from Monday at 12 noon UTC until Friday at 23:59 UTC to review the Freelancer’s billing records and file a dispute through the Platform if You dispute the hours billed by the Freelancer (the “Client Review Period”).

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

ii. If You file 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, You must approve or reject milestone approval requests through the Platform within 14 calendar days after such approval requests are submitted through the Platform.

i. You acknowledge and agree that if You approve the request or fail 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 You, (ii) any payment associated with the milestone will be deemed approved by You, and (iii) Upwork will be authorized and instructed to make payment to Freelancer for such milestone and to bill You for such payment. Once approved by You, Upwork will make payment to Freelancer on Your behalf and such payment cannot be revoked by You.

ii. In the event that you reject 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](#).

3. **Payment Terms.**

a. Payment is due within 30 days from the date of invoice.

b. If You have not initiated payment within 30 days from the date of invoice, You authorize Upwork to charge Your Payment Method on file.

c. Upwork reserves the right to utilize all legal remedies if Client is in default, including those listed in Section 6.4 of the User Agreement (accessible at <https://www.upwork.com/legal#NONPAYMENT>).

4. **Applicability of Service.** You acknowledge that the Service offered under this Addendum does not apply to Consultations, Project Catalog, or Any Hire engagements entered into on the Site and You acknowledge and agree that You will close out any active Consultations, Project Catalog, or Any Hire engagements before Upwork will render Service under this Addendum.

5. **Taxes.** All amounts payable to Upwork under this Addendum are exclusive of Taxes. You will be responsible for promptly paying or reimbursing, as the case might be, all Taxes arising in connection with this Addendum and all invoiced amounts shall be paid to Upwork in full, without any offset, deduction or withholding. If applicable for countries outside of the United States, You shall either (a) provide to Upwork its VAT or GST identification number(s) for the country where You (i) have established Your business, and/or (ii) uses the Services for Your business use, or (b) pay such Taxes via reverse charge mechanism to the appropriate tax authority. Upon request, You shall promptly provide Upwork with proof of Tax payments made to applicable authorities. If You provide a valid tax exemption certificate, Upwork will not charge You any Taxes from which it is exempt.

6. **Term.** This Addendum will become effective on the date Upwork provides You with notice of acceptance and approval for Your use of this Service (the "Effective Date") and will continue for a 30-day period, and will automatically renew for successive 30-day terms unless either side provides the other party notice of non-renewal. For the avoidance of doubt, if Your access to this Service is denied by Upwork in its sole discretion, the terms of the User Agreement and the other Terms of Service shall remain in effect pursuant to such terms.

7. **Post-Termination Obligations.** You are responsible for Freelancer Payments and any related fees and costs until the end of the then-current Term and you must pay Upwork for any and all costs invoiced in addition to any other amounts you may owe Upwork.

Use of this Service is subject to Upwork's approval, and Upwork in its sole discretion may grant, deny, limit, extend, withdraw, increase or decrease Your access to this feature.