This Upwork Client Initiated Direct Contracts Terms ("Direct Contract Terms") defines the agreement between you (the "Client" or the "Freelancer", as applicable) and Upwork Global LLC ("Upwork") regarding Direct Contract engagements and are part of and incorporate by reference the Upwork User Agreement the other Terms of Service, and the Fee and ACH Authorization Agreement (collectively, the "Agreement"). The Direct Contract Terms are in addition to and, except where explicitly stated, does not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the User Agreement or elsewhere in the Terms of Service.

1. ELIGIBILITY

To be eligible for Client Initiated Direct Contracts, the Client must have an account in good standing and be offered the opportunity to join this program by Upwork. Under this program, a Client may manage service contracts with eligible freelancers pursuant to these Terms.

Client Initiated Direct Contracts may only be offered to Freelancers that do not have a pre-existing relationship with Upwork (or an account with Upwork predecessors, oDesk or Elance, prior to 2014), and must register for an Upwork Account pursuant to Section 1 of the User Agreement.

A Client may have multiple active Client Initiated Direct Contracts. A Freelancer may only be engaged with a single Client pursuant to a Client Initiated DIrect Contract. All other engagements of the Freelancer will be subject to the fees and other terms and conditions of such offerings.

2. ESCROW SERVICES

Client and Freelancer acknowledge and agree that the Direct Contract Escrow Instructions apply to any engagements via Client Initiated Direct Contract (each such engagement, a "Direct Contract"). Upwork Escrow provides escrow services, but does not guarantee that Freelancer will be paid except and only to the extent that all of the following are true: (a) Upwork has received funds from Client on behalf of the Freelancer, (b) Client has directed such funds to be released to Freelancer, and (c) any hold or security period has passed. Upwork otherwise does not guarantee that Client is able to or will pay Freelancer. Client and Freelancer acknowledge that these escrow services are intended for business use, and agree to use these escrow services only for business purposes and not for consumer, personal, family, or household purposes.

3. ROLE OF UPWORK

Client and Freelancer understand and agree that Upwork is not involved in or responsible for any work performed by Freelancer(s), is not involved in or responsible for any payment made under a Direct Contract except as provided in Section 2 (Escrow Services), and has no control over any Freelancer or Client. Upwork does not guarantee that Client or Freelancer will perform on the Direct Contract. Upwork does not have any power or authority to, and does not, determine any eligibility standards for any Direct Contract, select or contract any Freelancer to provide services to Client, determine or control any term or condition of the Direct Contract or Project, or cause any Freelancer to accept any Direct Contract or perform any Freelancer Services. The Parties agree that Client will select the Freelancer, that the scope of work will be set exclusively by agreement between Client and Freelancer, and that Client and Freelancer will take up any issues with the work and/or its scope between each other.

4. BILLING AND PAYMENTS

4.1 CLIENT FEES

Upwork will charge Clients a **Direct Contracts Fee** of $49 for each active Service Contract that is designated as a Client Initiated Direct Contracts. A Service Contract is considered active if an invoice was generated or a milestone was active in the prior month (*i.e.* past 30 days). Upwork will bill and charge the Client's Payment Method on file the applicable amount of **Direct Contracts Fees** on the first of each calendar month. At its sole discretion, Upwork may offer Clients a different Direct Contracts Fee; any such rate must be explicitly communicated or agreed by an authorized representative of Upwork via email or a written agreement.

Client membership plan service fees, such as the **Marketplace Fee** or **Business Plus Fee** apply to Service Contracts initiated and managed under this Direct Contracts program. The Contract Initiation Fee does not apply to Service Contracts under this program.

No refunds of fees already paid will be given. Clients may opt out of the Direct Contract program or cancel a Service Contract pursuant to the applicable Escow Instructions and terms at any time, however Upwork will not refund any fees for Service Contracts that were considered active at any time in the month prior to the charge. Where applicable, Upwork will collect taxes (such as VAT) on the Direct Contracts Fee.

4.2 FREELANCER FEES

Freelancers engaged on a Client Initiated Direct Contract are not charged Freelancer Service Fees (see Sections 2.1, 2.2, and 2.3 of the Fee and ACH Authorization Agreement) for such Client Initiated Direct Contract. However, Freelancers will pay any other applicable fees (see Section 2.5 of the Fee and ACH Authorization Agreement). If such Freelancer enters into a Service Contract other than a Client Initiated Direct Contract, such Service Contract will be subject to Service Fees as applicable.

5 EXCLUSIONS

Upwork's Dispute Assistance Program and Payment Protection Programs do not apply to Client Initiated Direct Contracts. Upwork, Upwork Escrow, and Affiliates do not guarantee that Freelancer will be paid by Client. Upwork, Upwork Escrow, and Affiliates are under no circumstances liable to Freelancer for payment for Client's failure to deposit funds to the Direct Contract Escrow Account to cover payment to Freelancer.

6 INTERACTION WITH OTHER TERMS OF SERVICE

These Direct Contract Terms control for any express conflicts between the User Agreement and these Direct Contract Terms concerning Client Fees, Freelancer Fees and dispute or payment protection assistance with respect to Client Initiated Direct Service Contracts and Services only.