

This Freelancer Membership Agreement (“**Agreement**”) is between you and Upwork Global LLC (“**Upwork Global**”) or Elance Limited (“**Elance Ltd.**”) as described below in Section 1 (Parties). This Agreement is part of and incorporates by reference the User Agreement and the other Terms of Service. You will be provided advance notice of any material change to this Agreement and your continued participation in a membership program after the last modified date will signify your acceptance of this Agreement. Capitalized terms not defined in this Agreement are defined in the Site Terms of Use, User Agreement, or elsewhere in the Terms of Service.

1. PARTIES

You are entering into this Agreement with Upwork (also referred to as “we” and “us”).

If you reside in the United States, you are entering into this Agreement with Upwork Global. If you reside outside the United States, you are entering into this Agreement with Elance Ltd.

2. FREELANCER MEMBERSHIP PROGRAMS

Upwork offers several membership programs for Freelancers and Agencies. For purposes of this Agreement, “Member” or “you” means a Freelancer or Agency participating in a membership program.

Each membership program may include a certain number of “Connects,” which reserve monthly capacity for you to submit proposals for Clients’ posted Projects, as described on the Site [here](#). If your membership program does not include Connects or your membership otherwise gives you the right to purchase additional Connects, you may do so for the price advertised on the Site at the time of the purchase, subject to a cap determined by your membership program, if applicable. Connects that you do not use will be rolled over to the next month as described on the Site. The conditions under which unused Connects will rollover into the next month may vary from time to time and will depend on your membership program. For the details on Connects, please visit the [Upwork Support page](#).

Upwork reserves the right to change membership fees, change the monthly number of Connects included in each membership program, change the price for Connects or institute new fees at any time, in each case upon reasonable notice posted in advance on the Site. No refunds of fees already paid will be given. If Upwork exercises its right to cancel a membership, we will not refund the membership fee already paid.

3. TAXES

Where applicable, Upwork Global, Elance Ltd., or Upwork Escrow may also collect Taxes (such as value added tax (VAT) in Europe) on membership fees and the cost for Connects.

4. AUTOMATIC MEMBERSHIP RENEWAL

You must pay your Upwork membership fees and Connects through your Upwork Escrow Account. The membership billing period begins on the date that we receive payment. Upwork membership fees are

calculated from the beginning of that billing period. Upwork automatically renews your Upwork monthly or annual membership, and you irrevocably authorize and instruct us to make the required monthly or annual payments to Upwork on your behalf. This authorization will remain in full force and effect until you change your settings in your Profile to change your membership plan, otherwise notify us that you wish to revoke your authorization by contacting Customer Support, or cancel your Account.

5. CHANGES TO MEMBERSHIP PROGRAM

You can change your membership program at any time, including by moving to an unpaid plan, by going to the Site [here](#). If you change your membership program, the new program and new billing period will be based upon the date Upwork receives payment of the new membership fee. If you upgrade a membership, it will result in a new billing date effective upon the date of payment of the additional fees and, if applicable, will result in a credit of the unused portion of the existing category membership fees. If you downgrade a membership, you will not receive a refund or credit for the fees already paid; instead your membership will continue to the end of your current billing period but will not renew. If your Account is suspended at the beginning of your billing period or you do not pay your membership fees, your Account will be automatically downgraded to an unpaid membership plan. If your Account is reinstated, you may change your membership plan as described in this Agreement. Upwork reserves the right to modify its membership programs at any time, upon reasonable notice posted in advance on the Site.

For more information on upgrading, downgrading, or canceling your membership, check the Site or contact Customer Support.