

## MCP Beta Participation Terms

### 1. Introduction and Scope

These MCP Beta Participation Terms (the "[Beta Participation Terms](#)" or "[Terms](#)") govern your participation (a "[Participant](#)" or "[you](#)") in the private beta of Upwork's Model Context Protocol server (the "[MCP Beta](#)"), operated and made available by Upwork Global LLC ("[Upwork](#)" or "[us](#)"). The MCP Beta lets you connect a third-party AI assistant or agent (an "[Agent](#)") running in an AI client or tool you choose and configure (your "[AI Tool](#)") to certain Upwork capabilities, so the Agent can read information and prepare actions on your behalf.

The MCP Beta is a limited, invitation-only release made available by Upwork providing you access to the beta. These Beta Participation Terms apply only during the MCP Beta and will continue to be effective until you accept new terms which replace these terms. You will be able to revoke access by going to the [App Authorization](#) page.

By accepting your invitation and connecting an Agent to Upwork as described in these Terms, you acknowledge that you have reviewed and agreed to these Beta Participation Terms. If you do not agree to these MCP Beta Participation Terms your choice is to not use, access, or otherwise participate in the MCP Beta.

These Beta Participation Terms apply in addition to, and incorporate by reference, Upwork's [Terms of Service](#), including the [User Agreement](#), the [Terms of Use](#), and the [Privacy Policy](#), each of which continues to govern your use of the Upwork Site, the MCP, and the AI Tool through which you access it. To the extent these Beta Participation Terms conflict with any of those incorporated documents, those documents control, except where these Beta Participation Terms expressly state a beta-specific term, in which case the beta-specific term controls solely for the duration and scope of the beta.

### 1. How the MCP Beta Works

Through the MCP Beta, you connect an Agent to Upwork so the Agent can perform a limited set of capabilities on your behalf during the beta. The capabilities fall into three tiers, defined by how the action is confirmed.

- A "Read Action" is a read-only capability the Agent performs without per-action confirmation, such as searching for jobs or freelancers, viewing profiles, proposals, contracts, messages, earnings, or logged time, and drafting (but not sending) a proposal or job post.
- A "Draft-Confirm Action" is a write capability where the Agent prepares the action and you confirm it before it is sent or takes effect. In this beta the Draft-Confirm Actions are: submitting a proposal, responding to an invitation, posting a job to the marketplace, inviting a freelancer to apply, sending a message, and (if available at launch) uploading a file attachment.
- A "Binding Action" is an action that creates or activates a contract or moves money. In this beta, Binding Actions are not performed by the Agent. They complete on a logged-in Upwork page under your own authentication, as described in *Section 4*.

You authorize an Agent to act on your behalf within the limits you set, and you are responsible for everything the Agent does as if you took the actions yourself.

The MCP Beta is made available solely to evaluate and use these capabilities during the beta. Any capability not listed above (including any action that moves, funds, approves, releases, or refunds money, and any fully autonomous hiring or matching) is outside the scope of the MCP Beta and is not authorized.

## 1. Eligibility and Invitation

Participation in the MCP Beta is by Upwork invitation only and is a limited participant list. Your invitation, and any credentials Upwork issues to you for the beta, are personal to you and are not transferable. Upwork may decline, limit, or revoke any invitation, and may add or remove participants, at any time in its sole discretion. Participation is non-exclusive and optional, and is in addition to your ordinary use of the Upwork Site.

### 1. The Binding-Action Gate

You acknowledge and agree that, in the MCP Beta, an Agent never performs a Binding Action. Any action that creates or activates a contract, or that moves money, completes on a logged-in Upwork page under your own authentication, where you review and agree using Upwork's existing electronic-signature and checkout process. The Agent may surface, prepare, and link you to that page, but you (not the Agent) complete the binding step.

### 1. Agent-Action Disclosure

When an Agent generates a message, proposal, job post, invitation, or other communication that another Upwork user will see, that communication must carry a clear, standard label disclosing that an Agent acting for you produced it. This disclosure obligation is mandatory, not optional. It applies now, during the beta, to every Draft-Confirm Action that produces a user-visible artifact (submitting a proposal, sending a message, posting a job, inviting a freelancer) and to any offer an Agent stages for completion on Upwork. You agree not to remove, obscure, or misrepresent this label, and not to present Agent-generated content as if a human produced it without Agent involvement.

### 1. Permitted and Prohibited Uses

You may use the MCP Beta only for the capabilities in *Section 2* and only to evaluate and use the MCP Beta during the beta. You must comply with all applicable laws and with the prohibited-use restrictions in the [Terms of Service](#), including those set forth in the [API Terms](#). You represent and warrant that an Agent does not operate based on an AI system prohibited under any applicable law. You also agree not to cause an Agent to process real regulated, sensitive, or special-category data through the MCP Beta beyond what the disclosed capabilities require, and not to circumvent Upwork's safeguards, rate limits, or access controls.

No capability in the MCP Beta moves money, and your AI Tool is barred from any money-touching action in the beta even where it might otherwise be technically possible. See *Section 10.1* for the third-party AI-

Tool terms and money restriction.

### 1. Connects and Fees

Submitting a proposal through the MCP Beta consumes your Connects, as it does elsewhere on the Upwork Site. You will be charged for all actions taken by the Agent, regardless of whether or not you approve the action in a Draft-Confirm Action. Current Connects pricing is available in the [Terms of Service](#). Upwork will provide advance notice of pricing changes consistent with the User Agreement; any rate limits that apply during the beta are as Upwork communicates to you and are not set here.

#### 1. Terms for Freelancers

These terms apply when you participate as a freelancer (including as an agency or agency member acting in a freelancer capacity). An Agent may, on your behalf and within the limits you set, search and view jobs, invitations, offers, proposals, contracts, earnings, and logged time, and draft a proposal. As Draft-Confirm Actions you confirm before they take effect, an Agent may submit a proposal and respond to an invitation, including accepting or declining an interview invitation or hire offer. Accepting a hire offer is a Binding Action that completes on the Upwork offer page under your own authentication, as in *Section 4*. You are solely responsible for everything an Agent does within the limits you set, including the content and accuracy of any proposal or message it prepares and you confirm.

To the extent ownership is available, you own the proposals, messages, and other materials an Agent produces for you in the MCP Beta, on the same basis as if you had authored them yourself, subject to the user-content and intellectual-property provisions of the [Terms of Service](#), applicable law, and any third-party which you access the Site through.

#### 1. Terms for Clients

These terms apply when you participate as a client. an Agent may, on your behalf and within the limits you set, draft a job post, search and view freelancer profiles, and view and evaluate proposals. As Draft-Confirm Actions you confirm before they take effect, an Agent may post a job to the marketplace and invite a freelancer to apply. Extending a contract offer is a Binding Action: an Agent may prepare a draft offer and return a link to the Upwork offer page, where you authenticate, review, and complete checkout, and the offer activates only after that, as in *Section 4*. You are solely responsible for everything an Agent does within the limits you set, including the content and accuracy of any job post, invitation, or message it prepares and you confirm.

To the extent ownership is available, you own the job posts, invitations, messages, and other materials an Agent produces for you in the MCP Beta, on the same basis as if you had authored them yourself, subject to the user-content and intellectual-property provisions of the [Terms of Service](#), applicable law, and any third-party which you access the Site through.

#### 1. Terms Applicable to All Participants

These terms apply to your participation in the MCP Beta whether you are a freelancer or a client.

- **1. Third-Party AI Tool and Layered Terms**

You access the MCP Beta through a third-party service provider whose technology powers an AI Tool that you choose and configure (for example, Claude, Claude Code, or Cursor) ("[Provider](#)"), and your use of that AI Tool is also governed by its Provider's own terms and policies including their terms of service, usage policies, and other applicable agreements published by a Provider that govern access to or use of the AI Tool, as updated from time to time ("[Provider Terms](#)"). Where those Provider Terms are more restrictive than these Beta Participation Terms, the more restrictive term governs, and no term in this document overrides a rule imposed by your AI Tool's Provider. Notwithstanding the foregoing, as a condition of the beta, your AI Tool may be used only for reading, drafting, and handoff for anything touching money: it may not be used to move money on your behalf, regardless of any other provision. This is an Upwork beta-scope restriction and applies regardless of what your AI Tool would otherwise permit.

- **1. Data, Privacy, and Counterparty Data**

You acknowledge that, to provide the capabilities you authorize, the MCP Beta sends Upwork data to your AI Tool, operated by a third party outside Upwork (i.e the Provider). This data can include your profile, the contents of your messages, financial data, and Work Diary data, and can include data about other Upwork users you interact with, and it may be transferred across borders to reach your AI Tool. You agree to use any personal information made available to you through the MCP Beta solely for your participation, and not to share, sell, or repurpose it (including for training AI models), and not to cause any data, including data about other Upwork users, to leave Upwork beyond the disclosed flow.

You must not cause or otherwise allow your AI Tool or any third party to train AI models on, or otherwise reuse, the Upwork data sent through the MCP Beta. You represent and warrant that you have provided all notices and disclosures to, and obtained all consents, permissions, and authorizations from, the affected Upwork users and any other relevant individuals or third parties required under applicable law for the processing of the Upwork data sent through the MCP Beta by your AI Tool and any third party you permit to access it. In all cases, your use of the AI Tool must be in compliance with Upwork's [Privacy Policy](#).

- **1. Data Retention and Deletion**

Upwork retains data generated through the MCP Beta in compliance with its standard data retention policy as described in the [Privacy Policy](#). Where you use an AI Tool from a Provider, data maintained by their systems will be retained in compliance with their retention policies. We recommend you review the Provider Terms for more information on how those third parties retain their data.

- **1. Authentication and Permission Scope**

You connect your AI Tool to Upwork using OAuth (an authorization-code flow with PKCE), authenticating through Upwork's authorization and consent screen with your credentials whitelisted for the beta. Those credentials are personal to you and must not be shared or transferred. The scope of what an Agent may do is limited to the capabilities in *Section 2* and to any further limits you set when you connect. You may revoke your Agent's access at any time through the [App Authorization Page](#), and Upwork may revoke your credentials at any time; revoking access ends the Agent's ability to act for you going forward.

- **1. Upwork Intellectual Property Rights**

As between you and Upwork, Upwork retains all right, title, and interest, including all IP Rights, in and to the MCP Beta, the underlying systems and platform, and any improvements, modifications, or derivative works thereof. You do not acquire any right, express or implied, in or to the MCP Beta, other than the limited right to access and use the MCP Beta during the beta period as expressly provided in these Beta Participation Terms.

To the extent you or an Agent generate, create, or produce any outputs, content, or materials through your use of the MCP Beta ("Outputs"), you hereby grant Upwork a non-exclusive, royalty-free, worldwide, irrevocable license to use, reproduce, modify, adapt, and incorporate such Outputs to operate, evaluate, improve, and develop the MCP Beta and Upwork's products and services, including to benchmark, train, tune, or evaluate Upwork's AI systems.

For purposes of these Beta Participation Terms, "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to: (a) patents, patent applications, and all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures, and registrations with respect thereto.

- **1. Feedback**

Upwork may solicit or receive suggestions, ideas, observations, comments, and other feedback from you about the MCP Beta, including about its features, functionality, performance, usability, or errors (collectively, "Feedback"). All Feedback, and all IP Rights in and to any Feedback, are and will be the exclusive property of Upwork. You hereby assign to Upwork all right, title, and interest you may have in any Feedback, including all IP Rights therein. Upwork and its assigns shall have the right to obtain and hold in its own name all IP Rights in and to any Feedback, and you agree to execute any documents and take any other actions as may reasonably be necessary, or as Upwork may reasonably request, to perfect Upwork's ownership of any such IP Rights, without additional consideration and regardless of whether during or after your participation in the MCP Beta. You represent that any Feedback you provide does not violate any third-party rights or confidentiality obligations. Upwork is under no obligation to treat Feedback as confidential, to compensate you for it, or to use, respond to, or implement it. Unlike some other Upwork beta programs, the MCP Beta involves no exchange of Feedback as payment or consideration.

- **1. Confidentiality**

You agree to maintain the confidentiality of non-public information exchanged in connection with the MCP Beta, in accordance with Upwork's [Terms of Service](#), including the confidentiality terms in the [User Agreement](#), and to use it only as necessary for your participation. You also agree that the MCP Beta

itself, including its existence, technical and business information, program structure, operational workflows, commercial models, the identity of other Participants, and any business terms Upwork discloses to you about it, is confidential and proprietary to Upwork.

- **1. No Control or Supervision by Upwork; Disputes**

Upwork's role in the MCP Beta is limited to making the capabilities available; it does not manage, supervise, direct, or verify an Agent, your AI Tool, or their output, and provides no input into an Agent's operational parameters. Upwork will not be liable for any errors, omissions, or damages resulting from an Agent or your AI Tool, or for any direct or indirect damages resulting from any interruption, delay, or failure in their performance or in the features, functionality, or accessibility of the MCP Beta. Upwork is not liable for outputs of an Agent that arise from your instructions, data, or specifications. Upwork is not responsible for, and expressly disclaims all liability for, any damages, losses, or failures arising from or related to your AI Tool or any other third-party software, APIs, platforms, services, or technologies used in connection with the MCP Beta. Any dispute between you and another user of the Site arising from an action in the MCP Beta is to be handled between you and that user; Upwork may, but is not obligated to, facilitate an informal resolution.

- **1. Representations and Warranties; Indemnification**

You represent and warrant that: (i) you have the right to submit all content that you and/or an Agent submit through the MCP Beta; (ii) you have the authority to grant the rights and assignments described in these Terms; (iii) you have implemented reasonable safeguards to prevent ingestion of sensitive or proprietary data; and (iv) you and an Agent will comply with applicable laws and will not produce unlawful, infringing, harmful or misleading content.

You agree to indemnify, defend, and hold harmless Upwork, its officers, directors, employees, and affiliates from and against any claims arising out of or related to: (i) your use of the MCP Beta; (ii) the actions or omissions of you or an Agent; (iii) your breach of these Beta Participation Terms; (iv) any violation of applicable law by you or an Agent; (v) any allegation that content you or an Agent submitted or used infringes a third party's intellectual property rights; (vi) your use of your AI Tool or any other third-party products or services used in connection with the MCP Beta; and (vii) any use of the MCP Beta by another person using your Upwork account credentials.

- **1. Beta Disclaimer; Limitation of Liability**

The MCP Beta is a beta and is provided "as is" and "as available," with all faults and without warranties of any kind, express or implied. Upwork makes no representation or guarantee regarding the availability, reliability, functionality, accuracy, performance, or outcomes of the MCP Beta. The features, functionality, and accessibility of the MCP Beta may change, be suspended, or be discontinued at any time without notice. Upwork will not be bound by any service level agreement, and the MCP Beta may never become generally available. You acknowledge and accept that an Agent's outputs may contain errors or inaccuracies and that you are solely responsible for reviewing, testing, and validating all Agent outputs before use or reliance on them. This Section is a beta-specific term and expressly controls.

To the maximum extent permitted by law, Upwork will not be liable for any lost profits, revenue, or any consequential, incidental, special, indirect, punitive, or exemplary damages, arising out of or relating to the MCP Beta or these Beta Participation Terms, regardless of the theory of liability (including negligence, breach of contract, or strict liability) and even if Upwork has been advised of the possibility of such damages. You shall not be liable for any of the foregoing to Upwork. To the maximum extent permitted by law, Upwork's total aggregate liability to you arising out of or relating to the MCP Beta or these Beta Participation Terms will not exceed US \$10. This limitation supplements and does not replace the limitations of liability in *Section 10* of the User Agreement. This Section applies even if any limited remedy fails of its essential purpose, except to the extent liability cannot be disclaimed or limited under applicable law. This Section is a beta-specific term and expressly controls.

- **1. Logo Rights**

By participating in the MCP Beta, you grant Upwork a non-exclusive, royalty-free license to use your name, logo, and related trademarks in connection with materials promoting the MCP Beta. This right may continue after your participation ends unless you request removal in writing, in which case Upwork will make reasonable efforts to cease new uses going forward. This Section does not obligate either party to engage in co-marketing.

- **1. Suspension, Termination, and Survival**

Participation in the MCP Beta is optional and subject to Upwork's discretion. Upwork may modify, suspend, or end your access to the MCP Beta, or the MCP Beta itself, at any time in its sole discretion. You may end your participation at any time on written notice to Upwork. This Section is a beta-specific term and expressly controls. The following survive termination of your participation or of the MCP Beta: the confidentiality obligations (Section 10.7), the IP ownership and Outputs license (Section 10.5), the feedback assignment (Section 10.6), the ownership and data provisions (Sections 8, 9, and 10.2), the beta disclaimer and limitation of liability (Section 10.9), the no-liability and dispute terms (Section 10.7), and the indemnification obligations (Section 10.8).

- **1. General**

Nothing in these Beta Participation Terms creates a joint venture, partnership, or employment relationship between you and Upwork. You agree to comply with all applicable laws and regulations, including those relating to AI systems, privacy, and data protection. Governing law, dispute resolution, notices, and similar general provisions are not restated here; they are governed by the incorporated agreements, including the [User Agreement](#) and the [Terms of Use](#). If any provision of these Beta Participation Terms is held void or unenforceable, the remaining provisions remain in effect. These Beta Participation Terms, together with the documents they incorporate by reference, constitute the entire agreement between you and Upwork regarding the MCP Beta and supersede prior understandings on that subject.