

This Upwork Now Beta Addendum (this "Beta Addendum") governs your use of the Upwork Now beta features (the "Upwork Now Beta Program").

The Upwork Now Beta Program is a pilot of certain Upwork Now features made available to eligible users. This Beta Addendum applies only to the Upwork Now beta features made available to your account during the Upwork Now Beta Program. Future Upwork Now features may be subject to additional terms or updates to this Beta Addendum. Upwork may use information regarding your use of the Upwork Now Beta Program, including feature usage, diagnostics, error reports, and performance information, to evaluate and improve beta features.

This Beta Addendum supplements the [Upwork User Agreement](#), [Terms of Use](#), applicable [Escrow Instructions](#), [Fee and ACH Authorization Agreement](#), [Privacy Policy](#), and any other applicable [Upwork Terms of Service](#).

If this Beta Addendum conflicts with the [Upwork Terms of Service](#), this Beta Addendum controls only for your use of the Upwork Now Beta Program. For data processing matters, the [Privacy Policy](#) and any applicable [Data Processing Agreement](#) control. For payment, escrow, dispute, fee, tax, and ACH authorization matters, the applicable Upwork escrow, payment, fee, tax, and ACH terms continue to control except to the limited extent this Beta Addendum expressly modifies the user experience for Upwork Now.

HOW IT WORKS. Upwork Now is a beta experience that allows eligible Clients and freelancers to signal real-time interest and availability, communicate, and use existing Upwork hiring and contract-formation workflows in a faster session-based flow. Upwork does not guarantee that a Client will hire, that a freelancer will be available or accept an offer, or that any contract will be formed.

Upwork may add, modify, suspend, disable, or remove any beta feature at any time without prior notice. Upwork does not guarantee that the Upwork Now Beta Program will function flawlessly, continuously, or without interruption during the beta period. Upwork may conduct A/B testing, feature rollbacks, or rapid iterations that affect the user experience.

1. **CLIENT-SIDE TERMS.** These terms apply to you if you are a party submitting jobs to be completed in the Upwork Now Beta Program ("Client" or "you") .
 - a. **Sourcing and Outreach.** Upwork may use automated systems, including artificial intelligence and machine learning, to identify and automatically invite a limited number of freelancers that appear relevant (based on several factors including skills, availability signals, category, geography, historical marketplace activity, and other platform information) for an Upwork Now job that you have posted. Upwork does not guarantee that surfaced freelancers are available, qualified, or interested in your job. Automated invitations do not: (i) constitute hiring decisions; (ii) guarantee qualification, availability, or responsiveness; (iii) create contractual rights; or (iv) prevent you from inviting or hiring any other freelancer. You understand that freelancers may be contacted by multiple clients simultaneously via Upwork Now and may accept offers from other sources or decline your offer without explanation.

- b. **Bidirectional Offers and Acceptance.** Upwork Now may enable clients to send direct offers to freelancers, and freelancers to accept, counter, or decline those offers. A contract is formed only when an offer (whether initiated by the Client or the freelancer) or counteroffer is accepted through the Upwork platform. Prior to acceptance, an offer or counteroffer may be withdrawn where permitted by applicable law and the Upwork platform. Users remain responsible for reviewing all material terms before accepting an offer.
- c. **Due Dates.** When posting an Upwork Now job, you may specify a "due date" or target delivery date. This is a deadline signal only and not a legally binding commitment on the freelancer's part unless included in the signed contract terms. If a freelancer accepts your offer, the due date becomes part of the contracted scope only if it is explicitly agreed to in the offer and accepted by the freelancer. You remain responsible for communicating clear scope, requirements, and deadlines in your job post and offer.
- d. **Client Account Spend and Freelancer Outreach.** To send unsolicited offers to freelancers via Upwork Now, your account must have a minimum positive account balance or active payment method. If your account does not meet minimum balance requirements, you will be unable to message freelancers or send offers, even if the freelancer has messaged you first.
- e. **AI-Assisted Features and Disclosure.** Upwork Now may incorporate artificial intelligence and machine learning to assist with job matching, freelancer recommendations, and other functions. Automated recommendations, invitations, rankings, and other AI-assisted outputs are informational only and assist users in identifying potential opportunities. Users remain solely responsible for evaluating candidates, offers, and contracts. If you use any Upwork Now AI feature to draft job descriptions, search for freelancers, or communicate with freelancers, you remain responsible for the accuracy, completeness, and appropriateness of any content generated or curated with AI assistance.

2. FREELANCER-SIDE TERMS. These terms apply to you if you are a freelancer participating in the Upwork Now Beta Program ("freelancer" or "you").

- a. **Opting Into an Upwork Now Session.** By toggling on Upwork Now within your Upwork account, you begin an active Upwork Now session and signal that you are currently available to receive invitations and offers. You will see jobs tagged as Upwork Now in your job feed. These jobs may be displayed with different signals (urgency, due date, client profile) than standard postings. You may opt out of seeing Upwork Now jobs in your settings at any time. Opting out does not affect your access to standard Upwork features. Upwork Now jobs may be visible to all opted-in freelancers in your category and geography.
- b. **Session Activity Tracking.** While you are in an active Upwork Now session, Upwork is permitted to collect the following data to determine your online and idle status and to manage session continuation: (i) platform activity signals, including interaction with job listings, messages, offers, and invitations within the Upwork

application; (ii) application foreground/background state on mobile devices; and (iii) response time to inbound invitations, messages, and offers. Upwork uses this data to: (a) determine when your session has become idle and should auto-end; (b) send you session-status and timeout notifications; and (c) determine your your Now Eligibility. This session-activity tracking is active only during an active Upwork Now session and ceases when your session ends. While your Upwork Now session is active, Upwork will present each inbound invitation, offer, or client message to you. Each inbound includes a response window (the "SLA Window") during which you may accept or decline. An accepted or declined response within the SLA Window constitutes a timely response for purposes of your Now Eligibility. Failure to accept or decline within the SLA Window constitutes a missed response. Upwork may track your missed and timely responses across your recent inbounds on a rolling basis as described in Section 2.6 below.

By participating in the Upwork Now Beta Program, you acknowledge that Upwork will process session activity information as described in this Beta Addendum and the Privacy Policy. You may end a session at any time by toggling out of availability.

- 1. **Mobile Push Notifications.** Upwork Now's mobile experience relies on push notifications to deliver time-sensitive alerts during your availability session, including invitations, messages, offers, and session-timeout warnings. To receive these notifications, you must enable push notifications for the Upwork application on your device. If push notifications are disabled, you may miss inbound activity during a session, which may (a) result in missed responses counted against your Now Eligibility (as defined below), or (b) cause your session to auto-end due to apparent inactivity. Upwork is not responsible for missed inbounds or session terminations resulting from disabled push notifications. Push notification delivery is subject to the terms and policies of your device's operating system provider. Delivery timing and receipt of push notifications are controlled by third-party operating systems and mobile carriers and are outside Upwork's control.
 2. **Direct Offers and Counter-Offers.** Clients may send you direct offers via Upwork Now without a prior bid or request from you. You may accept, decline, or submit a counter-offer to any Client offer. If you submit a counter-offer, the Client is not obligated to accept. An accepted offer creates a binding agreement subject to the Escrow Instructions and Upwork Terms of Use. You may revoke a counter-offer before the client accepts it. Once the Client accepts your counter-offer, a binding agreement is formed.
 3. **Responsiveness and SLA Signals.** Upwork Now surfaces freelancers to Clients based on responsiveness signals (online status, message reply time, historical response rates). By participating in Upwork Now, you acknowledge that Clients will expect relatively quick responses. "Available Now" or similar tags do not obligate you to accept work, but do signal to clients that you are active and responsive. When you activate an Upwork Now session, Upwork may display service level expectations as a signal of what Clients posting Upwork Now jobs anticipate. These expectations inform your Now Eligibility as described in Section 2.6, but do not create independent contractual obligations

separate from any contract you enter. "**Now Eligibility**" means your current status to activate an Upwork Now session, as determined by Upwork based on your responsiveness to inbound invitations, offers, and client messages during active Upwork Now sessions within the Rolling Window. Now Eligibility is assessed and enforced as described in Section 2.6 and does not affect your general account standing, Job Success Score, Trust & Safety status, or search ranking on the Upwork platform.

4. **Now Eligibility; Enforcement Mechanism.** During the Upwork Now Beta Program, Upwork tracks your responsiveness to inbound invitations, offers, and client messages on a rolling basis across your last five (5) inbounds (the "Rolling Window"). Upwork's current enforcement framework operates as follows:
- a. First Miss. If you fail to respond (i.e., neither accept nor decline) within the SLA Window on one (1) of your last five (5) inbounds, Upwork may (i) deactivate your Upwork Now availability ("Knocked Offline") and (ii) issue a warning notification. You may reactivate your Upwork Now session after receiving the warning.
 - b. Second Miss. If you fail to respond within the SLA Window on two (2) of your last five (5) inbounds, Upwork may Knock you Offline and impose a seven (7) day ineligibility period (the "Cooldown Period"), during which you cannot activate an Upwork Now session. The Cooldown Period and its expiration date will be displayed to you within the Upwork application. Once the Cooldown Period expires, Upwork may restore your Upwork Now eligibility; however, your prior miss will remain in your Rolling Window. You must achieve timely responses on your next five (5) inbounds to reach a clean standing; otherwise, another Cooldown Period may be imposed.
 - c. Scope. The enforcement mechanism described in this section applies only during active Upwork Now sessions and only to Upwork Now inbounds. It does not apply to standard Upwork invitations, messages, or offers outside of an active Upwork Now session.
 - d. Other Limitations. This enforcement mechanism is separate from, and does not modify, [Upwork's Trust & Safety policies](#), account suspension procedures, or the [Upwork User Agreement](#). A Cooldown Period imposed under this section is not a suspension or disciplinary action under the [Upwork User Agreement](#) and does not affect your ability to use standard Upwork features.
 - e. Search Ranking. Your Now Eligibility will not be used for general marketplace search ranking during the Upwork Now Beta Program.
 - f. JSS and Account Standing. Your Now Eligibility will not be used for Job Success Score, account standing, Trust & Safety enforcement, or suspension decisions during the Upwork Now Beta Program, unless Upwork provides additional notice or obtains any required consent.

5. **Auto-Invitations.** When you are in an active Upwork Now session, Upwork may automatically invite you to Upwork Now jobs posted by Clients. Automated invitations are based on your availability signal, skill profile, and other platform data. Being included in or excluded from Upwork’s invitation pool is not a hiring decision and does not affect your standing on Upwork. Receiving an automated invitation does not obligate you to respond, accept, or apply, or cost you Connects. Upwork does not guarantee that every eligible freelancer will receive automated invitations or equal exposure during the Upwork Now Beta Program
6. **No Obligation to Accept.** Receiving an offer via Upwork Now does not obligate you to accept or negotiate. You may decline any offer without explanation or retaliation. Declining an offer within the SLA Window will not negatively affect your profile, ratings, or general platform standing. However, failure to respond (i.e., neither accepting nor declining within the SLA Window) to an inbound invitation, offer, or client message may result in a missed response which may impact your Now Eligibility.
7. **Same-Day Start Expectation.** By accepting a job through Upwork Now, you acknowledge that you are expected to begin work on the applicable job that same day. This expectation applies to job start only; job completion timelines depend on scope and complexity and are to be determined by mutual agreement between you and the Client. Upwork does not guarantee that any freelancer will begin work same-day and does not enforce this expectation.

1. PAYMENT, ESCROW, AND BILLING

- a. **Escrow Instructions Apply.** All Upwork Now contracts are subject to the applicable [Upwork Escrow Instructions](#) (Hourly or Fixed-Price, as applicable). Payment is held in escrow by Upwork pending milestone completion, hourly approval, or contract completion and release. Standard Upwork fees, payment processing fees, and other charges apply to Upwork Now contracts in the same manner as standard contracts.
- b. **Billing and Payment Terms.** For hourly contracts via Upwork Now, freelancers will track time via the Upwork timer or manual logging. Clients will approve hours weekly or at milestones as agreed. For fixed-price contracts, payment is typically released upon completion or milestone as defined in the contract. All payment processing, currency conversion, tax reporting, and withholding obligations follow standard Upwork terms.
- c. **Expedited Contract Formation.** Upwork Now may shorten the time between posting, messaging, offer acceptance, and contract start. This expedited workflow does not modify the applicable [Escrow Instructions](#) or dispute procedures unless expressly stated in the accepted contract terms.

Clients acknowledge that this acceleration may reduce the time available for scope verification before payment. Disputes regarding scope, deliverables, or acceptance will be handled through standard Upwork dispute resolution. Upwork does not guarantee dispute resolution within a specific timeframe.

1. INTELLECTUAL PROPERTY

- a. **Work Product Ownership.** Ownership of work product is governed by the [Optional Service Contract Terms](#) and other applicable Upwork agreements. Nothing in this Beta Addendum modifies those ownership provisions.
- b. **Upwork Platform IP.** Upwork retains all rights in the Upwork Now platform, features, interface, algorithms, and any AI models or tools used to deliver Upwork Now services. You may not reverse-engineer, scrape, or attempt to replicate Upwork Now functionality without written permission from Upwork.

2. LIMITATION OF LIABILITY AND DISCLAIMERS

- a. **Beta Status Disclaimer.** UPWORK NOW IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS DURING THE UPWORK NOW BETA PROGRAM. UPWORK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, OR FITNESS OF UPWORK NOW FOR ANY PARTICULAR PURPOSE. UPWORK NOW MAY CONTAIN BUGS, ERRORS, OR UNINTENDED BEHAVIORS. YOUR USE CONSTITUTES ACKNOWLEDGMENT THAT YOU ARE TESTING BETA FEATURES AND ACCEPT THE ASSOCIATED RISKS.
- b. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, UPWORK'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO UPWORK NOW, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO UPWORK IN THE THREE (3) MONTHS PRECEDING THE CLAIM OR \$500, WHICHEVER IS GREATER. IN NO EVENT SHALL UPWORK BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITY, EVEN IF UPWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow limitation of liability in certain circumstances. In those jurisdictions, the above limitations may be modified to the extent required by law. Upwork is not liable for missed hiring opportunities, unsuccessful matches, delayed responses, recommendations, matching results, availability signals, or interruptions to beta functionality.
- c. **Freelancer and Client Disputes.** Upwork is not a party to any contract between a Client and freelancer. Disputes regarding work quality, scope, payment, or IP ownership are disputes between the Client and freelancer. Upwork's role is limited to holding escrow, facilitating payment, and providing dispute resolution services in accordance with [Upwork's Escrow Instructions](#). Disputes relating to contracts formed through Upwork Now remain subject to the applicable Escrow Instructions. Upwork's dispute resolution decision is final and binding, except where law provides a right to judicial review.

3. DATA PRIVACY AND USE

- a. **Data Collection and Use.** You understand that Upwork’s collection of data on your Upwork Now activity, including job postings, offers, messages, acceptance patterns, response times during Upwork Now sessions (including idle and active status signals described herein), responsiveness, and contract outcomes. This information is used to operate, secure, evaluate, improve, and support Upwork Now and related marketplace functionality consistent with the [Privacy Policy](#).
- b. **AI Training and Model Development.** Upwork may use Upwork Now Beta Program activity information to evaluate, operate, test, and improve Upwork Now features, recommendation systems, fraud prevention systems, and related marketplace functionality, consistent with the [Privacy Policy](#) and applicable law. Upwork is permitted to use data about your Upwork Now session activity including (i) invitation response patterns, (ii) offer acceptance and decline reasons (as collected through the structured feedback modal described in these terms), and (iii) session outcomes to train and improve Upwork’s matching algorithms and automated recommendation systems.
- c. **Data Retention.** Upwork will retain data related to Upwork Now contracts in accordance with the Data Retention Policy set forth in the [Upwork User Agreement](#). Upon request and in compliance with applicable data protection laws, Upwork will provide you a copy of your data or delete personal data as permitted by law.
- d. **EU/EEA Participants.** Automated recommendations and invitations are intended to support discovery and do not independently make legally binding hiring, payment, disciplinary, or account decisions. The enforcement mechanisms described in Section 2.6 above involve automated processing that may affect your access to Upwork Now features. This processing does not constitute an automated decision affecting your legal rights or your general account standing on Upwork. Where required by applicable law, Upwork will provide additional information regarding automated processing through the [Privacy Policy](#) or other legally required notices.

4. COMPLIANCE AND REGULATORY

- a. **Taxes.** Clients and freelancers are responsible for complying with all applicable tax, employment, and regulatory laws in their respective jurisdictions. Upwork is not responsible for freelancer payroll taxes, withholding, or benefits. Upwork will issue 1099-NEC or other tax forms as required by law.
- b. **Compliance with Law.** You agree to use Upwork Now in compliance with all applicable federal, state, and local laws, including but not limited to laws regarding: (i) anti-discrimination and equal employment opportunity; (ii) data privacy and protection (GDPR, CCPA, etc.); (iii) export controls and sanctions; and (iv) intellectual property and confidentiality. Clients may not use Upwork Now to post jobs for work that is illegal, unsafe, or otherwise prohibited under [Upwork’s Terms of Use](#). Freelancers may not misrepresent their qualifications, background, or work history.

- c. **Export Controls.** You may not access or use Upwork Now if you are located in, or a national of, a country subject to U.S. trade embargo or sanctions. You may not use Upwork Now for work involving export-controlled items or services without proper authorization.

5. TERM AND TERMINATION

- a. **Upwork Now Beta Program Term.** The Upwork Now Beta Program is ongoing until Upwork announces in writing that the Upwork Now Beta Program has ended or been discontinued. Upwork may terminate or suspend the Upwork Now Beta Program at any time. Upon termination, Upwork Now features may no longer be available, but existing contracts will continue to be performed and managed under standard Upwork terms.
- b. **Suspension or Removal from Beta.** Upwork may remove you from the Upwork Now Beta Program if you: (i) violate this Beta Addendum or the [Upwork User Agreement](#); (ii) engage in abuse, harassment, or fraud; or (iii) breach confidentiality obligations regarding beta features. Temporary deactivation of your Upwork Now availability or a Cooldown Period does not constitute removal from the Upwork Now Beta Program and is governed solely by the Section 2.6 above. Removal from the Upwork Now Beta Program does not affect your access to standard Upwork features, unless Upwork separately suspends or terminates your account.
- c. **Survival.** The following provisions survive termination of the Upwork Now Beta Program: IP Ownership, Limitation of Liability, Data Privacy, Compliance, and any indemnification or defense obligations.

- 6. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Upwork, its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of Upwork Now in violation of this Beta Addendum or applicable law; (ii) your infringement of third-party IP rights through work product created via Upwork Now; or (iii) your violation of anti-discrimination, privacy, or export control laws.

7. MISCELLANEOUS

- a. **Governing Law and Jurisdiction.** This Beta Addendum is governed by the laws of the state or country specified in the [Upwork User Agreement](#), without regard to conflicts of law principles. Any dispute shall be resolved in accordance with the dispute resolution provisions of the [Upwork User Agreement](#).
- b. **Entire Agreement.** This Beta Addendum, together with the [Upwork User Agreement](#), [Escrow Instructions](#), and other Upwork policies, constitutes the entire agreement between you and Upwork regarding Upwork Now. In the event of a conflict, this Beta Addendum controls solely with respect to Upwork Now Beta features.
- c. **Amendments.** Upwork may amend this Beta Addendum at any time. Amended terms will be posted on the Upwork website or in-app and will be effective upon

posting. Your continued use of Upwork Now after posting of amended terms constitutes acceptance of those terms.

- d. **Severability.** If any provision of this Beta Addendum is found to be invalid or unenforceable, that provision will be severed and all other provisions will remain in effect.
- e. **Waiver.** Upwork's failure to enforce any right or provision does not constitute a waiver of that right or provision.
- f. **No Third-Party Beneficiaries.** This Beta Addendum does not create any third-party beneficiary rights.
- g. **Feedback.** If you provide suggestions, comments, ideas, or other feedback regarding the Upwork Now Beta Program, you grant Upwork a perpetual, irrevocable, worldwide, royalty-free license to use that feedback for any purpose without restriction or compensation.