

Integration Terms of Use

These Integration Terms of Use ("Integration Terms") govern your access to and use of Upwork's integration products, including the specific integrations noted in Section 8 (each an "Integration", collectively the "Integrations"). These Integration Terms are incorporated into and form part of [Upwork's Terms of Service](#) ("ToS"). Capitalized terms not defined here have the meanings given in the ToS. In the event of a conflict between these Integration Terms and the ToS, these Integration Terms control with respect to the Integrations.

By enabling, installing, accessing, or using an Integration in any manner, you agree to these Integration Terms on behalf of yourself and, if applicable, the organization you represent.

1. Definitions

1.1 "Provider" means the third-party service provider whose technology powers a given Integration, including Anthropic, PBC, OpenAI, LLC, and Slack Technologies, LLC, as applicable.

1.2 "Provider Terms" means the terms of service, usage policies, and other applicable agreements published by a Provider that govern access to or use of its services, as updated from time to time.

1.3 "Input" means any data, content, instructions, or other materials you submit to an Integration, including queries, prompts, job descriptions, freelancer profiles, messages, and Upwork platform data accessed through an Integration.

1.4 "Output" means any content, results, recommendations, summaries, or other materials generated by an Integration in response to your Input.

1.5 "Platform Data" means data originating from the Upwork platform that is accessed, processed, or transmitted through an Integration, including profile data, job postings, message content, contract information, and payment history.

1.6 "Sensitive Employment Data" means any data used or intended to be used to make or inform decisions regarding hiring, termination, compensation, promotion, performance evaluation, benefits eligibility, or other terms and conditions of engagement of any individual.

2. Eligibility and Access

2.1 Account Requirement. Access to the Integrations requires a registered Upwork account in good standing. Upwork may suspend or terminate your access to any Integration at any time if your account is suspended or if you are in breach of the ToS or these Integration Terms.

2.2 Authorization to Connect. By connecting an Integration to your Upwork account, installing the applicable app or extension, or otherwise authorizing the Integration in a third-party environment, you authorize Upwork and its service providers to access, retrieve, transmit, store, process, display, and synchronize Input and Output and related metadata as necessary to provide the Integration's functionality. This authorization remains in effect until you disconnect the Integration, revoke access in the applicable third-party service, or your account is terminated.

2.3 Provider Terms. Your use of each Integration is also subject to the applicable Provider Terms. You are responsible for reviewing and complying with Provider Terms. Upwork is not a party to any agreement between you and a Provider and does not assume any obligations under Provider Terms.

2.4 Independent Providers. Providers are independent third parties and are not agents, employees, partners, joint venturers, or subcontractors of Upwork except as expressly stated in Upwork's Privacy Policy or applicable data processing documentation. Upwork is not responsible for the products, services, security practices, or acts or omissions of any Provider except to the extent required by applicable law.

3. Permitted Use

3.1 Scope of Use. You may use the Integrations solely to facilitate permitted activities on the Upwork platform, as set forth in Upwork's ToS, including but not limited to, the [API Terms of Use](#) and [MCP Beta Terms](#), where applicable.

3.2 Prohibited Uses. You may not use any Integration to:

- make or assist in making automated or semi-automated employment determinations, screening decisions, or engagement decisions regarding individual freelancers without meaningful human review;
- process data in a manner that violates applicable law, including anti-discrimination laws, equal employment opportunity requirements, or applicable AI-specific employment regulations;
- access, scrape, harvest, or extract Platform Data or third-party data in bulk or in a manner inconsistent with these Integration Terms or the ToS;
- transmit through an Integration any data subject to heightened legal protection, including protected health information under HIPAA, payment card data subject to PCI DSS, or government-issued identification numbers, except as expressly permitted in a separate written agreement with Upwork;
- train, fine-tune, or otherwise develop any AI or machine learning model using Output, unless expressly permitted in writing by Upwork;
- circumvent, disable, or interfere with any security, access control, or rate-limiting feature of an Integration;
- use an Integration to generate, distribute, or facilitate the distribution of spam, fraudulent content, or misleading communications on or off the Upwork platform;
- use an Integration in connection with any illegal activity or in violation of any third-party rights, including intellectual property rights and privacy rights; or
- resell, sublicense, or otherwise make available any Integration or Output to third parties as a standalone product or service.

4. Inputs, Outputs, and Data

4.1 Responsibility for Inputs. You are solely responsible for the accuracy, legality, and appropriateness of all Inputs. Upwork does not screen Inputs before transmission to a Provider.

4.2 Output Disclaimers. Outputs may be inaccurate, incomplete, outdated, or inappropriate for your intended purpose. Outputs do not constitute legal, financial, employment, or professional advice. You are responsible for independently verifying any Output before relying on it to make business, hiring, or contractual decisions.

4.3 No Output Guarantee. Upwork does not warrant that any Output will be accurate, complete, reliable, non-infringing, or fit for a particular purpose. Upwork is not liable for any decisions made in reliance on Output.

4.4 Platform Data Transmission. When you use an Integration, Upwork may transmit Platform Data to the applicable Provider as necessary to provide the Integration's functionality. By using an Integration, you consent to such transmission. You represent and warrant that you have all rights and permissions necessary to submit any data you provide as an Input, including any data relating to third parties.

4.5 Provider Data Practices. Each Provider maintains independent privacy, security, retention, and data processing practices that may differ from Upwork's Privacy Policy. Upwork does not control Provider data practices and is not responsible for how Providers process, store, or use your data. You should review the applicable Provider's privacy documentation before using an Integration.

4.6 Feedback and Improvement. If you submit feedback, ratings, corrections, or other evaluations of Outputs to Upwork ("Feedback"), you grant Upwork a non-exclusive, worldwide, royalty-free, sublicensable license to use that Feedback to improve the Integrations and Upwork's other products and services. Feedback will not be treated as confidential.

5. Intellectual Property

5.1 Upwork IP. All rights in the Integrations, including any software, interfaces, workflows, and documentation, are owned by or licensed to Upwork. These Integration Terms do not transfer any ownership interest to you.

5.2 Your Content. Ownership of Inputs remains governed by the applicable agreements between you and Upwork, including the ToS, except to the extent Provider Terms govern rights granted by you to the applicable Provider in connection with providing the Integration. Nothing in these Integration Terms transfers ownership of your Inputs to Upwork.

5.3 Outputs. Ownership of Outputs, if any, is governed by the applicable Provider Terms. Upwork makes no representations regarding the intellectual property status of any Output and does not warrant that Output is free of third-party claims.

5.4 No Training on Platform Data. Upwork will not use Platform Data transmitted through an Integration to train Upwork's proprietary foundation models or general-purpose AI models without your separate consent. Nothing in this Section limits

Upwork's ability to use aggregated, de-identified, telemetry, operational, security, abuse prevention, diagnostic, or product usage information to operate, maintain, secure, improve, and support the Integrations in accordance with the Privacy Policy.

6. Privacy and Data Protection

6.1 Privacy Policy. Upwork's collection and use of personal data in connection with the Integrations is governed by Upwork's Privacy Policy.

6.2 Third Party Data. You may not use an Integration to process personal data of third parties in a manner that exceeds the scope of their consent or your rights under the ToS or applicable law. You are responsible for ensuring that your use of Outputs relating to third parties complies with applicable privacy and employment laws.

6.3 Data Subject Requests. If Upwork receives a data subject request relating to data processed through an Integration, Upwork will handle such requests in accordance with applicable law. You agree to reasonably cooperate with Upwork in responding to any such requests.

6.4 Data Transmitted to Third Party Platforms. Platform Data transmitted to a Provider's platform through an Integration may be subject to that Provider's data retention, deletion, and processing terms. You may not use Platform Data received through any Integration for any purpose prohibited by the applicable Provider Terms, including any prohibition on using data obtained through an Integration to train, fine-tune, or otherwise develop any AI or machine learning models.

7. Cross-Integration Terms.

7.1 High-Risk Use Cases. Certain use cases are prohibited across all Integrations regardless of the Provider powering them. Upwork may suspend or terminate access to any Integration if it determines, in its sole discretion, that your use could present a high risk of harm to individuals, third parties, or the Upwork platform. You may not use any Integration as the sole basis for decisions regarding employment, credit, housing, insurance, education, healthcare, legal rights, or other decisions that produce legal or similarly significant effects on an individual without meaningful human review. You may not use any Integration to process financial account credentials, or payment card data through any Integration as the sole or primary means of initiating financial transactions without human authorization; or generate or process content that is prohibited by applicable Provider Terms or that violates any applicable law or third-party right.

7.2 Automated Actions and Human Review. If any Integration is configured to take actions on the Upwork platform on your behalf (including submitting job postings, initiating messages, or executing other platform interactions) you authorize those actions and remain responsible for all activity taken under your account. Upwork is not liable for actions taken by an Integration operating under your authorization. Where an Integration assists in or generates content for employment-related decisions or communications, you are responsible for reviewing and approving that content before submission. Upwork does not warrant the accuracy or compliance of AI-generated postings, messages, or other content.

7.3 Job Postings and Freelancer Communications. Any job postings, messages, or other communications generated through an Integration and submitted to the Upwork platform are subject to Upwork's ToS. You are responsible for ensuring that all such content complies with applicable law, including equal employment opportunity requirements and applicable AI disclosure obligations. Upwork is not responsible for the accuracy or legal compliance of AI-generated content submitted to the platform.

7.4 MCP Server. If you access an Integration through a Model Context Protocol ("MCP") server or any other third-party client application, agent, automation platform, or compatible application, you are solely responsible for configuring appropriate access controls and ensuring that such client applications comply with these Integration Terms when accessing Platform Data. Upwork is not responsible for the security, conduct, or data practices of third-party MCP clients or other client applications connecting to Upwork through an Integration.

7.5 Message and Communication Data. Integrations may process and synchronize message content, replies, reactions, timestamps, and related metadata between Upwork and the Provider. You are responsible for ensuring that you have provided the necessary notices and received the proper rights and permissions, to use the Integration with any message or communication data you submit. Upwork does not guarantee that every message, attachment, or metadata field will be synchronized, preserved, or delivered.

8. Integration-Specific Terms.

8.1 Upwork Claude Connector. Your use of the Claude Connector is subject to Anthropic's Usage Policy and Commercial Terms of Service, available at anthropic.com, in addition to these Integration Terms. In the event of a conflict between these Integration Terms and Anthropic's terms as applicable to your use of the Claude Connector, Anthropic's terms control solely with respect to Anthropic's obligations and Claude model outputs.

8.2 Upwork ChatGPT App. The Upwork ChatGPT App is powered by OpenAI's GPT models and operates within the ChatGPT application ecosystem. Your use is subject to OpenAI's Terms of Use and Usage Policies, available at [openai.com](https://openai.com/policies/usage-policies), in addition to these Integration Terms.

8.3 Upwork Slack App.

1. The Upwork Slack App connects Upwork to Slack workspace channels and related Slack functionality.
2. Use of the Upwork Slack App is subject to Slack's Terms of Service and API Terms, available at [slack.com](https://slack.com/terms-of-service), in addition to these Integration Terms. You acknowledge that Slack may independently process, store, retain, or disclose content transmitted through the Upwork Slack App pursuant to Slack's own terms and policies, and Upwork does not control Slack's handling of such content.
3. By installing, connecting to, or otherwise authorizing the Upwork Slack App, you authorize Upwork and its service providers to create or link Slack channels, send and receive messages, synchronize message content and related metadata between Upwork and Slack, and perform related setup, routing, notification, and administrative functions on your behalf. This authorization remains in effect until you disconnect the Slack App, revoke access in Slack, or your account or access is terminated.
4. Use of the Upwork Slack App requires valid Slack workspace authorization and any permissions requested by the app. You represent that you are authorized to grant those permissions on behalf of yourself and, if applicable, your organization or Slack workspace.
5. The Upwork Slack App may process and synchronize message content, attachments, channel information, timestamps, and related metadata between Upwork and Slack. Upwork may retain copies of such data in Upwork's systems as necessary to provide the Integration, maintain records, support users, administer disputes, comply with law, and enforce these Integration Terms, subject to Upwork's Privacy Policy and any applicable DPA. You are responsible for ensuring that you have all necessary rights and permissions to use the Upwork Slack App with any message or communication data you submit.

9. Disclaimers

THE INTEGRATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." UPWORK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UPWORK DOES NOT WARRANT THAT THE INTEGRATIONS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT OUTPUTS WILL BE ACCURATE OR COMPLETE. AI SYSTEMS CAN PRODUCE INCORRECT, BIASED, OR INAPPROPRIATE OUTPUTS. YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE INTEGRATIONS AND ANY RELIANCE ON OUTPUTS.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UPWORK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE INTEGRATIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100). IN NO EVENT WILL UPWORK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR REPUTATIONAL HARM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification

You will defend, indemnify, and hold harmless Upwork and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Integrations in violation of these Integration Terms or the ToS; (b) your Inputs or any data you submit through the Integrations; (c) your use of or reliance on any Output; (d) your violation of any applicable law or third-party right, including privacy rights; or (e) your violation of any Provider Terms.

12. Modifications and Termination

12.1 Changes to These Terms. Upwork may modify these Integration Terms at any time by posting updated terms on the Upwork platform or by providing notice by email or through any other notification method we customarily use to notify you of such changes. Your continued use of any Integration after the effective date of any modification constitutes acceptance of the modified terms. If you do not agree to modified terms, you must disconnect the affected Integration.

12.2 Changes to Integrations. Upwork and/or a Provider may modify, suspend, or discontinue any Integration at any time without notice. Upwork is not liable for any modification, suspension, or discontinuation of an Integration.

12.3 Termination. Upwork may terminate your access to any Integration at any time if you breach these Integration Terms, the ToS, or the applicable Provider Terms, if continued access poses a risk to Upwork or other users, or if the applicable Provider requires Upwork to suspend access. Upon termination, Sections 3.2, 4, 5, 6, 7, 9, 10, 11, and 13 survive.

13. General

13.1 Governing Law. These Integration Terms are governed by the laws of the State of California, without regard to its conflict-of-law principles, and are subject to the dispute resolution provisions of the ToS.

13.2 Integration with ToS. These Integration Terms are incorporated into and subject to the ToS. In the event of a conflict, these Integration Terms control with respect to the Integrations. All other terms of the ToS, including payment terms, the User Agreement, and the Escrow Instructions, continue to apply to your use of the Upwork platform.

13.3 Severability. If any provision of these Integration Terms is held to be unenforceable, the remaining provisions will continue in full force and effect.

13.4 Waiver. Upwork's failure to enforce any provision of these Integration Terms will not constitute a waiver of that provision or any other provision.

13.5 No Third-Party Beneficiaries. These Integration Terms do not create any third-party beneficiary rights.

13.6 Compliance with Laws. You are solely responsible for ensuring that your use of the Integrations complies with all applicable laws, regulations, and professional obligations, including those relating to privacy, employment, discrimination, artificial intelligence, export controls, and sanctions.

13.7 Experimental Features. Upwork may designate certain functionality as beta, preview, experimental, or early access ("Beta Features"). Beta Features may be subject to additional terms. Upwork makes no guarantees regarding Beta Features availability, functionality, or outcomes. All Beta Features are provided "as-is" without warranty, indemnity, or support. Although Upwork will make a good faith effort to provide notice where practicable, Beta Features may be modified, suspended, or discontinued at any time. Your use of any Beta Feature is at your sole risk.