

This Upwork Now Beta Addendum (this "Beta Addendum") governs your use of the Upwork Now beta features (the "Upwork Now Beta Program"). By turning on Upwork Now in your profile, you agree to the terms of this Beta Addendum.

The Upwork Now Beta Program is a pilot of certain Upwork Now features made available to freelancers on the Upwork platform. This Beta Addendum applies only to the Upwork Now beta features made available to your account during the Upwork Now Beta Program and 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](#). Future Upwork Now features may be subject to additional terms or updates to this Beta Addendum.

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.

1. UPWORK NOW SESSIONS

- a. **Activating an Upwork Now Session.** When you turn on Upwork Now in your Upwork profile, you begin an Upwork Now session and represent that you are currently available and prepared to start work promptly. During an active Upwork Now session, Upwork may display a "Can Start Now" indicator on your profile, and include you in related search results, filters, recommendations, or invitation pools visible to other Upwork users. Upwork may also default your job-feed or search experience to jobs identified as "Hiring Now". Hiring Now is an activity signal only and does not guarantee that the applicable client is available, will review a particular proposal, will respond within any period, or will hire.
- b. **Session Activity Tracking.** During an active Upwork Now session, Upwork may collect and process 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 may use this data to: (a) determine when your session has become idle and should auto-end, and (b) send you session-status and timeout notifications. Upwork may automatically end an Upwork Now session at any time, regardless of activity. You may start another session if the feature remains available to you. By activating Upwork Now, 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 turning off Upwork Now in your profile.
- c. **Mobile Push Notifications.** Upwork may use 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.

- d. **No Obligation to Accept.** Receiving an invitation, message, or offer does not obligate you to respond, accept or negotiate. You may decline any offer without explanation. Declining or not responding will not, by itself, negatively affect your profile, ratings, or general platform standing.

2. 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 Ownership.** All rights in and to the Upwork platform, including any modification made thereto and derivatives thereof, exclusively belong to and at all times will remain the sole and exclusive property of Upwork.

3. 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. 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
- b. **Limitation of Liability.** The limitations of liability, exclusions of damages, and other liability-related provisions set forth in the applicable [Upwork Terms of Service](#) apply to your use of the Upwork Now Beta Program and to any claims arising out of or relating to Upwork Now. Nothing in this Beta Addendum modifies, expands, or replaces those limitations or exclusions.
- 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.

4. DATA PRIVACY AND USE

- a. **Data Collection and Use.** Upwork may collect and use information about your Upwork Now and related marketplace. Upwork uses this information to operate,

secure, evaluate, improve, and support Upwork Now and related marketplace functionality consistent with the [Privacy Policy](#).

- b. **Feature Evaluation and Improvement.** Upwork may use Upwork Now Beta Program activity information to evaluate, operate, test, and improve Upwork Now features, recommendation and matching systems, fraud prevention systems, and related marketplace functionality, consistent with the [Privacy Policy](#) and applicable law.
- c. **Data Retention.** Upwork will retain data related to Upwork Now activity and contracts resulting from interactions facilitated through Upwork Now 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, invitations, and the generation or display of "Can Start Now" signals are intended to support discovery and do not independently make legally binding hiring, payment, disciplinary, or account decisions. Where required by applicable law, Upwork will provide additional information regarding automated processing through the [Privacy Policy](#) or other legally required notices.

5. COMPLIANCE AND REGULATORY

- a. **Taxes.** You 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 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. You may not misrepresent your qualifications, background, or work history.

6. 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: violate this Beta Addendum or the [Upwork User Agreement](#). Automatic expiration or ending of a Work Now session does not constitute account suspension, disciplinary action, or removal from the Upwork Now Beta Program. 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, Data Privacy, Compliance, and any indemnification or defense obligations. Any provisions of the Upwork Terms of Service that by their terms survive termination remain in effect in accordance with those terms.

7. 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.

8. 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. Upwork may provide notice of amended terms through the Upwork platform or another reasonable method, as required by applicable law. Amended terms will become effective on the date stated in the notice, and your continued use of Upwork Now after that date constitutes acceptance of the amended 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.

