These Upwork API & MCP Terms of Use ("**API & MCP Terms**") are entered into between Upwork Global LLC and its affiliates ("**Upwork**," "**we**," "**us**," or "**our**") and the person or legal entity ("**Developer**," "**you**," or "**your**") that registers a Developer Application (defined below), requests Credentials (defined below), downloads any Upwork SDK or connects to the MCP Server (defined below), or otherwise accesses or uses the Upwork APIs (each a "**Tool**" and collectively, "**Tools**"). These API & MCP Terms govern Developer's access to and use of the Tools or related documentation, or wherever these terms are referenced as applicable. These API & MCP Terms supplement the Upwork's Terms of Service ("**ToS**"); any conflicts will be handled in accordance with Section 22 below.

1. Agreement formation and acceptance

1.1 Acceptance by act

You accept these API & MCP Terms when you (a) request or accept issuance of Credentials, (b) download, install, use, or call a Tool, or (c) register a Developer Application. Each of these acts are an independent acceptance event.

1.2 Authority to bind an entity

If you accept these API & MCP Terms on behalf of a legal entity or another natural person, you represent and warrant that you have full legal authority to bind that entity or natural person and that you have been authorized to do so.

1.3 Material updates

Upwork may modify these API & MCP Terms by posting a revised version on the Site and where there are material changes, provide notice through the Developer Portal, the Site, the Developer email of record, or a comparable channel. Material updates take effect upon such notice being delivered. Your continued use of the Tools after the effective date is your acceptance of the updated version. If you do not agree to a material update, your choice is to cease using the Tools and terminate these API & MCP Terms as set forth in Section 17 before the update takes effect.

2. Definitions

Capitalized terms not defined here have the meaning given in the ToS. The following definitions apply:

- "**Agent**" means a software process, including a process powered by artificial intelligence or machine learning, that acts, or purports to act, on behalf of a Principal.
- "**Agent Operator**" means any person or entity that builds, deploys, or operates an Agent that consumes the Tools on behalf of an Upwork User.
- "**Bulk Access**" means the automated or systematic enumeration, retrieval, access, viewing, acquisition, copying, downloading, monitoring, or processing of all or a substantial portion of any category of Upwork Content or Upwork User Data, including all or substantially all available job postings, profiles, proposals, contracts, or marketplace records. Bulk Access includes activity performed through a single operation or through repeated, paginated, incremental, continuous, distributed, or coordinated requests; activity performed by one or more persons, Developer Applications, Agents, accounts, Credentials, scope tokens, or IP addresses; and activity performed whether or not the content is cached, stored, retained, displayed, indexed, embedded, or mirrored.

- “**Confidential Information**” has the meaning given in Section 13.
- “**Credentials**” means the API keys, OAuth client identifiers and secrets, scope tokens (i.e., tokens or claims that encode granted API/MCP scopes, however implemented), refresh tokens, and other credentials Upwork issues to access the Tools.
- “**Developer Application**” means any software application, website, service, MCP client, Agent, integration, or other product that you build or operate that interacts with the Tools.
- “**Developer Portal**” means the Upwork developer site (including any successor site) at which Upwork publishes documentation, account-management tools, scope and rate-limit information, and developer notices such as https://www.upwork.com/developer.
- “**End User**” means a person or entity who uses a Developer Application.
- “**MCP Server**” means a Model Context Protocol server published or operated by Upwork.
- “**MCP Client**” means an external software component that connects to an MCP Server to invoke its tools, resources, or prompts.
- “**Personal Data**” means “personal data,” “personal information,” or their equivalents under applicable privacy laws.
- “**Principal**” means the person or entity on whose behalf an Agent acts.
- “**Services**” has the meaning given in the User Agreement.
- “**Site**” means, collectively, our website located at www.upwork.com, all affiliated websites, including mobile websites and Upwork Mobile Applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (defined in the User Agreement).
- “**Upwork API**” means the application programming interfaces (REST, GraphQL, or otherwise), edge gateways, webhooks, real-time event streams, SDKs, sample code, and command-line tools.
- “**Upwork Content**” means data, content, or executables of or associated with the Upwork API or the Upwork Site and Services, including Upwork User Data.
- “**Upwork User**” means a person or entity who has accepted the ToS, including freelancers, clients, and agencies.
- “**Upwork User Data**” means content, information, and other data about Upwork Users that you receive or collect through the Upwork API, a Developer Application, an MCP Server, or otherwise in connection with these API & MCP Terms.

3. License grants

3.1 License to the Upwork API

Subject to your compliance with these API & MCP Terms, and where required, application for and approval by Upwork as set forth in Section 6.1, Upwork grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license, without right of sublicense except as expressly stated, to access and call the Tools for the sole purpose of building, testing, operating, and supporting a Developer Application that facilitates the use of the Upwork Site and Services by you or by Upwork Users on whose behalf you are authorized to act on behalf of.

3.2 License to the Tools

Upwork grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use the Tools, solely to: (a) build and operate a Developer Application that integrates with the Tools or (b) use the Tools to facilitate the use of the Upwork Site and Services, by you or by Upwork Users on whose behalf you are authorized to act on behalf of.

You may not (i) distribute Upwork-distributed Tools to third parties except as expressly permitted in the documentation, (ii) incorporate them into a work licensed under the GPL, LGPL, AGPL, or any other copyleft license, or (iii) use them to build a service that competes with the Upwork marketplace.

3.3 Limited intermediate copies

You may make limited intermediate copies of Upwork Content only as strictly necessary to perform an act expressly permitted by Section 4 of these API & MCP Terms and must delete each intermediate copy when it is no longer required for that purpose. Under no circumstances may you use Upwork Content for a secondary purpose, as defined under applicable privacy laws.

3.4 Display and arrangement

Provided you do not strip, modify, or obscure Upwork-applied attribution, AI-origin labels, or provenance headers, you may display Upwork Content within your Developer Application, and you may arrange or reorganize Upwork Content within your Developer Application, in each case consistent with these API & MCP Terms and the documentation available in the Developer Portal. You shall not misrepresent or otherwise publish or display Upwork Content without proper identification of Upwork ownership.

3.5 Reservation of rights

All rights not expressly granted in these API & MCP Terms are reserved by Upwork, its affiliates, and its licensors. No license is granted by implication, estoppel, course of dealing, course of performance, or otherwise. Upwork may modify licensed rights, at any time, in its sole discretion by providing written notice to the specific Developer or by updating these API & MCP Terms as described in Section 1.3.

Without limiting the foregoing, Upwork expressly reserves (a) all copyright, database, and trade-secret rights in Upwork Content, the Tools, and in the selection, arrangement, structure, and organization of either; (b) all rights in any aggregation, derivative dataset, embedding, vector index, training corpus, or model artifact created from Upwork Content or Upwork User Data; (c) all trademark and trade-dress rights; (d) all patent rights, except as expressly stated; and (e) the right to modify, deprecate, withdraw, gate, or rate-limit any endpoint, schema field, scope, or feature at any time.

The license in Section 3.1 does not authorize Bulk Access, systematic extraction, or wholesale copying of Upwork Content or Upwork User Data, whether performed by you, an Agent, or any combination, and whether characterized as use, caching, indexing, embedding, or mirroring.

4. Permitted uses

4.1 Purpose limitation

You may use the Tools only to facilitate your own or your authorized Upwork Users' use of the Upwork Site and Services. Permitted uses include enabling Upwork Users to (a) search, browse, and respond to Upwork job postings; (b) draft, submit, and manage proposals, messages, and contracts; (c) manage active engagements, invoices, billing, and earnings; (d) integrate Upwork data into the Upwork User's own productivity, accounting, or workflow systems (subject to Section 8.6); and (e) operate an Agent on behalf of an Upwork User within scopes the Upwork User has granted.

For clarity, permission to search or browse Upwork Content authorizes only access reasonably necessary to perform a specific, documented, user-directed task and does not authorize activity designed to

enumerate or continuously monitor Upwork's available content corpus

4.2 Minimum-necessary access

You shall request, obtain, store, display, and process only the minimum Upwork Content and the minimum data fields (in Upwork's sole determination) and permissions necessary for the Developer Application's documented purpose, consistent with applicable privacy laws.

5. Prohibited uses

With respect to the Tools, you, your Developer Application, and your Agent, shall not:

5.1 Unlawful use: use the Upwork API in violation of: (a) applicable law, (b) these API & MCP Terms, the ToS, or (c) any third-party rights.

5.2 Anti-scraping, anti-automation, and circumvention: access, store, display, transfer, or use any Upwork content obtained through scraping, crawling, spidering, headless browsing, web-browser plug-ins, optical character recognition or other image, screen, or interface-based data extraction techniques applied to the Upwork user interface, multi-account fan-out, header spoofing, IP rotation, or any other technology used to access Upwork content outside the Tools (any such content, "**Non-Official Content**"); combine Upwork Content with Non-Official Content; circumvent, attempt to defeat, or interfere with API gateways, rate limits, scope tokens, OAuth scopes, technological access measures, or other technical safeguards; or use the Tools in conjunction with any user-interface automation technique designed to obtain access beyond your authorized scope .

5.3 AI training and model improvement: use Upwork Content, nor allow a third party to use Upwork Content, including job descriptions, freelancer profiles, messages, proposals, contract data, rate information, earnings, MCP Server output, real-time event payloads, to train, fine-tune, retrieval-augment, evaluate, benchmark, or otherwise improve any artificial intelligence or machine learning model, except under a separately negotiated written training license signed by an authorized Upwork representative. This restriction applies whether you operate the model directly, license it from a third party, or use a third-party API to perform the training. This Section does not apply to your User-Authored Content.

5.4 Anti-spam, marketing, and unsolicited communications: use the Upwork API, real-time event delivery, MCP outputs, or any contact information obtained through the API to send unsolicited commercial or spam messages to any Upwork User or End User outside of Upwork-provided messaging endpoints, or in violation of applicable law. You shall honor any opt-out, suppression, or Do-Not-Contact signal communicated through the platform or an event stream.

5.5 Data-sale prohibitions: sell, lease, license, share, transfer, or otherwise make Upwork Content available to any third party, including any data broker, list broker, ad-tech intermediary, or advertising-related entity. You are expressly prohibited from using Upwork Content, or data derived from it, in a way that would cause you or Upwork to act as a "data broker" under California Civil Code § 1798.99.80, Connecticut SB 4 (2026), the Oregon or Texas data-broker registration statutes, or comparable law, without Upwork's prior written consent.

5.6 Sensitive-data and sensitive-decision prohibitions: use Upwork Content (a) to determine eligibility for credit, insurance, employment, engagement, or contract award on a gig marketplace platform,

housing, education, healthcare, or other consequential decisions, or to supply as an input to any third-party credit scoring, underwriting, or financial eligibility model, except where Upwork has expressly permitted that use in a separate writing; (b) in any manner that facilitates bias, discrimination, or data redlining based on protected characteristics; (c) to infer or assign sensitive characteristics, including those treated as special category data under GDPR Article 9, sensitive personal information under California Civil Code § 1798.140(ae), HIPAA Protected Health Information, GLBA financial information, COPPA child data, or BIPA biometric identifiers, or financial distress or economic vulnerability inferred from earnings, payment patterns, or contract activity, unless a separate written arrangement with Upwork expressly permits the processing; (d) to perform emotion recognition in the workplace or for social-scoring purposes in violation of applicable law; (e) to attempt to re-identify any de-identified or anonymized data; or (f) any manner prohibited by Article 5 of the Regulation (EU) 2024/1689 (the "**EU AI Act**").

5.7 Government surveillance: use Upwork Content in any manner that directly facilitates government surveillance or investigations of any person or entity.

5.8 Agent-specific prohibitions: configure, operate, or instruct an Agent to (a) accept legally binding agreements on behalf of a Principal; (b) accept material changes to these API & MCP Terms or the ToS on behalf of a Principal; (c) make identity, work-authorization, tax-status, sanctions, anti-discrimination, or anti-money-laundering attestations that require a Principal's personal knowledge; (d) fund, withdraw, or otherwise execute payment-related actions; (e) make solely automated decisions that produce legal or similarly significant effects on a person; (f) impersonate Upwork, an Upwork User, or any person; or (g) or present Agent-authored content as human-authored where AI-origin disclosure is required by Section 9.7 or applicable law.

5.9 High-risk and consequential-decision Agents: configure, operate, or instruct any Agent to make, materially influence, or substantially assist in any consequential decision, including any decision regarding hiring, employment opportunities, eligibility, credit, insurance, housing, education, or healthcare. This Section does not prohibit an Agent from (a) retrieving or displaying Upwork Content already available to the Principal through the ordinary operation of the Upwork Site, based solely on search or filter criteria the Principal has specified, without the Agent independently ranking, scoring, or filtering results using additional criteria the Agent itself determines; or (b) executing a specific action the Principal has directed with respect to a specific, Principal-identified person, posting, proposal, or contract, where the Principal made the underlying decision. This Section continues to prohibit an Agent independently selecting, ranking, scoring, or recommending among candidates, postings, proposals, or contracts using criteria the Agent itself determines, and taking any consequential action absent the Principal's specific, contemporaneous direction identifying its object. This Section is in addition to, and does not limit, the sensitive-decision prohibition set forth herein.

5.10 No surveillance or social scoring: configure, operate, or instruct any Agent that interacts with Upwork Users to implement (a) emotion recognition in the work context, (b) social scoring as prohibited under applicable law (c) composite behavioral scores that suppress Upwork Users in contexts unrelated to the data's original purpose, or (d) any processing prohibited by applicable law.

5.11 Endorsement, dark-pattern, and consumer-protection prohibitions: use the Tools to generate, post, amplify, or distribute reviews, ratings, testimonials, endorsements, or other consumer-facing content in violation of FTC Act § 5, 16 C.F.R. Part 255 (Endorsement Guides), or 16 C.F.R. Part 465 (Rule on Fake Reviews and Testimonials); to implement dark-pattern flows directed at Upwork Users

in violation of FTC Act § 5 or California Code of Regulations title 11, § 7004; or to obfuscate, hide, or override Upwork buttons, sign-in functionality, consent or authorization flows, or AI-origin indicators.

5.12 Competitive and reverse-engineering prohibitions:

(a) use the Tools, Upwork Content, Upwork User Data, or any data, signal, or artifact obtained or derived through the API to build, operate, train, fine-tune, evaluate, or improve a product or service, dataset, model, embedding, vector index, classifier, or scoring system that (i) competes with the Upwork Site or the Services, (ii) provides a functional substitute for the Upwork Site or the Services for any audience, or (iii) is marketed, sold, or licensed to a third party for any of the foregoing purposes;

(b) reverse engineer, decompile, disassemble, attempt to derive the source code, models, weights, prompts, or training data of, or otherwise analyze for the purpose of replicating or circumventing, the Tools, or gateways (in each case, to the extent applicable), whether by examination of object code, observation of behavior, recording or fingerprinting of responses, schema inference, statistical analysis of outputs or rate limits, model-distillation, or any similar technique; and do not publish, share, or sell the results of any of the foregoing. This restriction does not apply to the extent applicable law mandates a non-waivable right to perform the act notwithstanding this restriction, and only after you have given Upwork written notice and a reasonable opportunity to provide the relevant information;

(c) remove, alter, obscure, fail to preserve, or fail to propagate proprietary notices, attribution, AI-origin labels (such as required under Section 9.7), provenance headers, or metering headers;

(d) use Upwork's name, marks, logos, or trade dress or any other information in a manner that suggests Upwork sponsorship, endorsement, or certification without Upwork's prior written consent;

(e) use the Tools, Upwork Content, or Upwork User Data to identify, contact, solicit, recruit, or transact with any Upwork User outside the Upwork Site, or to facilitate any of the foregoing by a third party; or

(f) build or support any tool whose purpose or substantial effect is to enable Upwork Users to avoid Upwork fees, bypass Upwork escrow, or otherwise circumvent the economic terms of the Upwork Site.

5.13 Aggregation and attribution: retrieve Upwork Content for the purpose of aggregating it with third-party search results or other content in a manner that obscures Upwork as the source.

5.14 Augmentation and commingling: augment, commingle, or supplement Upwork Content with personally identifiable or confidential information from any third-party source, including any mobile device identifier or other unique identifier of a particular user, browser, computer, or device, except as expressly permitted by these API & MCP Terms.

5.15 Reputational Harm: use, access, integrate with, promote, distribute, or otherwise make available the Tools, or permit any third party to do so, in any manner that: (a) causes, or could reasonably be expected to cause, material harm to the reputation, goodwill, brand, public image, or business relationships of Upwork or its affiliates; (b) creates a false, misleading, deceptive, or unauthorized association between Upwork and Developer, Developer's products or services, or any third party,

activity, content, or viewpoint; or (c) is otherwise reasonably likely to diminish public trust in Upwork, its platform, deliverables, or services.

Developer will promptly cease any such use upon becoming aware of it or upon notice from Upwork and will reasonably cooperate with Upwork to mitigate and remediate any resulting or potential reputational harm.

6. Authentication and credentials

6.1 Upwork API Registration

Before using the Upwork API (not the MCP Server), you must register (as described in this **article**) and provide accurate, current, and complete information about you, your organization, your intended use case, the individual who will use the Developer Application, and any other information Upwork reasonably requests. You shall keep the registration and your Developer account information accurate and current at all times. You may apply for Credentials only for your own use. If you are applying on behalf of an Agency and the Credentials will be used by the Agency or its employees, the application must be submitted in the Agency's name and must identify the employees or other authorized personnel who will use the Developer Application. If you are developing a Developer Application on behalf of another person or entity, you must identify that person or entity in the application and disclose each person who will use or control the Developer Application.

Further instructions on accessing the MCP Server is in Section 6.2 below.

6.2 Issuance of Credentials for the Upwork API and MCP Server

For the Upwork API, on successful registration, Upwork will make Credentials available to you. Credentials are issued solely to the person or Agency identified in the applicable registration and may be used only by the individuals identified in or otherwise authorized under that registration. Credentials may not be transferred, shared, sublicensed, or made available to any other person or entity without Upwork's prior written approval. Credentials are the property of Upwork and are licensed, not assigned.

For the MCP Server, you will gain access to the MCP Server only after you complete the account authorization that allows the MCP Server to link to your account. As a reminder, the **User Agreement** and the provisions below prohibit you from sharing your username or password, and doing so may result in suspension from the Upwork platform.

6.3 Scopes

You shall request, hold, and use the narrowest scope sufficient for the Developer Application's documented purpose. Any access or attempted access outside the granted scope is a material breach of these API & MCP Terms.

6.4 Credential security

You shall (a) treat Credentials as your Confidential Information and as Upwork's Confidential Information; (b) keep Credentials secret and protect them with commercially reasonable administrative, technical, and physical safeguards; (c) not sell, transfer, share, sublicense, or otherwise make Credentials available to any third party except as this Section permits; (d) not require or permit any Upwork User, employee, contractor, or End User to obtain, share, or use their own Credentials in order to access your Developer

Application; (e) not proxy, request, capture, or use any Upwork User's account username, password, or session token; and (f) to the extent within your control, rotate Credentials at least annually and immediately upon any actual or suspected compromise.

6.5 Revocation and rotation by Upwork

Upwork may revoke, rotate, scope down, or suspend any Credentials at any time, with or without notice, including where Upwork reasonably believes the credential has been compromised, is being used in violation of these API & MCP Terms or the ToS, threatens the security or integrity of the Upwork Site or Upwork Users, your account is not in good standing, or revocation is required by applicable law or regulator direction. For the avoidance of doubt, where we reasonably believe that Credentials have been shared in an unauthorized manner, not only will the Credentials be suspended, but also the account who registered for such Credentials and the account who is using the Credentials in an unauthorized manner.

6.6 Activity attributable to credentials

All activity that occurs under your Credentials is your activity and your responsibility, even if the credential has been compromised, unless you have given timely notice under Section 10.4 and Upwork has confirmed that the post-notice activity should not be attributed to you, at Upwork's sole discretion.

6.7 List of authorized recipients

On Upwork's request, you shall provide a current list of third parties whom you have provided API access.

7. Rate limits and abusive-usage controls

7.1 Limits

Upwork may set, publish, and modify limits on the number, frequency, payload size, recipient count, and concurrency of API calls, MCP tool invocations, real-time event subscriptions, and outbound invitations or messages an Agent or Developer Application may generate.

7.2 Anti-circumvention

You shall not circumvent or attempt to circumvent any limit, including by creating multiple Developer Applications for identical or substantially similar purposes; fanning load across multiple accounts, Credentials, or scope tokens; rotating IP addresses or headers to evade limits; or combining the Upwork API with user-interface automation, scraping, or other techniques that obtain access beyond your authorized scope.

7.3 Anti-spam ceilings on outbound communications

Upwork may impose per-day, per-Upwork-User, per-recipient, and per-Agent ceilings on outbound invitations, messages, and communications flowing through the Tools. You shall not distribute load across multiple credentials or accounts to exceed those ceilings.

7.4 Suspension and throttling

Upwork may throttle, suspend, or terminate access for any Developer Application, Credentials, or Agent that Upwork reasonably determines is engaged in abusive usage, excessive requests, or other conduct

that disrupts, degrades, or threatens the Tools or the Upwork Site and Services. Where reasonably practicable, Upwork will attempt to notify you before taking such action.

7.5 Server load and trespass

You acknowledge that disregarding limits or circumventing controls may support claims under applicable trespass-to-chattels and state computer-crime law.

8. Data flows, storage, caching, retention, and deletion

8.1 General rule

You may use, disclose, store, and process Upwork Content only as expressly permitted by these API & MCP Terms and only in accordance with Upwork's written instructions and applicable law. Upwork Content remains Upwork's property (subject to Upwork Users' rights in their own content under the ToS).

8.2 Storage and segregation

You shall not capture, copy, or store any Upwork Content except as set forth herein. Where storage is permitted, you shall (a) store Upwork Content in a manner that enables you to identify, segregate, and selectively delete each Upwork User's data; (b) not store Upwork Content of one Upwork User in any repository that is accessible to another Upwork User of your Developer Application except to the extent the same Upwork Content is then visible to that other Upwork User on the Upwork Site under that User's then-current visibility settings; and (c) not expose Upwork Content to any person who is not an Upwork User or who is not authorized to receive that Upwork Content under these API & MCP Terms.

8.3 Caching

You may cache Upwork Content solely to improve the performance and user experience of your Developer Application, for no more than 24 hours, after which you shall permanently delete the cache. You shall not extend the cache by re-fetching solely to refresh the timer. Real-time event payloads and MCP tool outputs are governed by Section 8.6.

8.4 Authentication tokens and identifiers

You may store the Developer-Application-specific user identifiers and OAuth or session tokens that Upwork issues for identifying and authenticating individual Upwork Users of your Developer Application, subject to the credential-security obligations set forth herein. These tokens are sensitive personal information and shall be protected accordingly.

8.5 Storage of Upwork User Data beyond cache

If you intend to store Upwork User Data beyond the cache window in Section 8.3, you must (a) obtain legally valid consent from the Upwork User, (b) make your retention purpose and duration transparent to the Upwork User in a manner consistent with applicable privacy law, and (c) honor deletion, transparency, and data-subject-rights obligations as set forth herein and in compliance with applicable law. Upwork may, in its reasonable discretion, require you to discontinue storage if Upwork believes your transparency or consent practices are insufficient.

8.6 Real-time event payloads and MCP outputs

Real-time event payloads and MCP tool outputs are licensed solely for the authenticated Upwork User on whose behalf they are delivered. You shall not retain event payloads or MCP outputs in any AI application or other AI system beyond the period reasonably necessary to complete the Upwork User's immediate task, and in no event longer than 30 days, except where you have a documented operational need and Upwork has consented in writing. You may keep copies of event payloads or MCP outputs that you save outside an AI system (such as in a note, CRM, or accounting tool) only as long as you need them for the task for which you retrieved them, and you shall delete them once you no longer need them; the 30-day limit does not apply to those copies. You are not required to delete information that applicable law requires you to retain. Your own notes and proposal text are not event payloads or MCP outputs and are not subject to this Section, even if you wrote them after reading MCP outputs. You shall not share event payloads or MCP outputs with anyone other than the AI system you use for the task. Aggregation, derivative-dataset, and model-training restrictions in Sections 5.3 and 5.12 also apply and you shall not add event payloads or MCP outputs to any AI knowledge base.

8.7 Deletion on request, event, or termination

You shall promptly and securely delete all Upwork Content (which includes Upwork User Data) in your possession or control: (a) on the Upwork User's request; (b) when the Upwork User deactivates or uninstalls your Developer Application, closes their Upwork account, or closes their account with you; (c) when Upwork directs deletion based on a person's exercise of a deletion right; (d) if you have been suspended from the Services; or (e) when the underlying data is no longer required for the documented purpose.

8.8 Backups and audit-only retention

You may retain Upwork Content in immutable backup or audit-only archives only for the minimum period required by law, and you shall not access, restore, or use that retained content for any other purpose. Retained content remains subject to the obligations set forth herein.

9. Privacy and data protection

9.1 Privacy framing

This Section sets out your privacy obligations in connection with the Tools. You are an independent controller (or business, as applicable) of any Personal Data you collect through your Developer Application, with your own obligations under applicable privacy law, and you are responsible for compliance with those obligations as to Personal Data you receive, collect, derive, or onward-transfer in connection with the Tools.

9.2 Roles and allocation

The allocation of controller, processor, joint-controller, service-provider, contractor, and third-party roles between Upwork and you follow the data flow rather than the Developer category.

As a default rule, (a) Upwork is the controller of platform-side Personal Data of Upwork Users, subject to the Upwork Privacy Policy; (b) you are the controller of Personal Data of data you collect through your Developer Application; and (c) you act as Upwork's processor where you process Upwork-controlled Personal Data on Upwork's documented instructions. If you process Personal Data received through the

Tools outside the scope of Upwork's instructions, for a purpose not permitted by these API & MCP Terms, or in combination with data from a source other than the Tools in a manner not permitted by these API & MCP Terms, you are an independent controller of that Personal Data for all purposes of applicable privacy law and lose the benefit of any processor-role allocation in this Section.

9.3 Purpose, retention, and accuracy

You shall process Personal Data received through the Tools only for the specific purpose for which it was made available to you under these API & MCP Terms, and you shall not further process that Personal Data in a manner incompatible with that purpose. You shall maintain Personal Data received through the Tools in an accurate and current state, and where Upwork or an Upwork User notifies you of a correction, deletion, restriction, objection, or other data-subject or consumer request affecting that Personal Data, you shall propagate the update to your systems, sub-processors, and downstream recipients within the timeframe specified under applicable law or sooner if required herein.

9.4 Notice and consent

You shall maintain your own user agreement and privacy notice, prominently displayed where Upwork Users provide data or download or access your Developer Application. Your privacy notice shall meet applicable legal standards and shall accurately describe (a) the categories of Personal Data collected, (b) the purposes of processing, (c) retention periods, (d) recipients and onward transfers, (e) the Upwork rights and how to exercise them, and (f) the use of any Agent or AI system.

9.5 Sensitive-data collection prohibition

You shall not solicit, collect, receive, infer, derive, or otherwise process through or in connection with the Tools any sensitive Personal Data of an Upwork User, including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric identifiers used to uniquely identify a natural person, health information, data concerning sex life or sexual orientation, precise geolocation, government-issued identifiers, financial-account or payment-card information not strictly required for a transaction performed through the Upwork Site, credentials and authentication secrets, the contents of communications, data of a child known to be under sixteen, or any other data treated as sensitive, special category, sensitive personal information, or protected under applicable privacy law, except where (a) the data is strictly necessary to perform an act expressly required by these API & MCP Terms or by Upwork's documented instructions and (b) a separate written arrangement with Upwork expressly permits the processing. If you inadvertently receive sensitive Personal Data through the Tools, you shall delete it without further processing and notify Upwork.

9.6 Training prohibition

You shall not use Personal Data received through the Upwork API to train, fine-tune, retrieval-augment, evaluate, benchmark, or otherwise improve any artificial intelligence or machine learning model, except under a separately negotiated written training license signed by an authorized Upwork representative. This restriction is independent of, and additional to, the broader content restriction set forth herein.

9.7 AI-interaction disclosure

Where your Developer Application or Agent generates or transmits content that an Upwork User would reasonably believe to originate from a human, you shall disclose at the outset of the interaction (and on request thereafter) that the User is interacting with, or that the content is generated or assisted by,

artificial intelligence. The disclosure shall comply with applicable law. You shall preserve and surface AI-origin labels, watermarks, and provenance headers applied by Upwork and shall not strip, modify, or suppress them.

9.8 Data-subject and consumer rights

You shall cooperate with Upwork and, as required by applicable law, with affected persons to honor rights of access, correction, deletion, portability, restriction, objection, and opt-out where applicable. You shall propagate deletion, correction, and opt-out signals received from Upwork to your systems, sub-processors, and downstream recipients within forty-five (45) days of receipt, or sooner where required by law.

9.9 Sub-processors

If you build or operate a Developer Application, you shall maintain a current list of sub-processors used in connection with the Tools and make that list available to Upwork on request, and shall flow down materially equivalent privacy, security, retention, and AI-restriction obligations to each sub-processor by written agreement. You remain fully liable to Upwork for any act, omission, or breach by your sub-processors as if it were your own. Upwork may object to a sub-processor on reasonable grounds, and you shall not engage that sub-processor for Upwork-related processing.

9.10 Cross-border transfers

You shall maintain a valid transfer mechanism for any cross-border transfer of Personal Data received through the Upwork API to a non-adequate jurisdiction, including the EU Standard Contractual Clauses (Module 1 or Module 2 as appropriate), the UK International Data Transfer Addendum, current EU-US, UK-US, or Swiss-US Data Privacy Framework certification, or an equivalent lawful mechanism.

9.11 Personal-data breach notification

A breach of Personal Data received through the Upwork API is a Security Incident as defined in Section 10.4.

10. Security obligations

10.1 Reasonable safeguards

You shall protect Upwork Content, Credentials, and any system used in connection with the Tools through administrative, technical, organizational, and physical safeguards that meet or exceed industry standards, are proportionate to the sensitivity and volume of data processed, and satisfy applicable law.

10.2 Specific controls

At minimum, you shall implement (a) least-privilege access controls and identity and access management; (b) encryption of Upwork Content in transit and at rest; (c) secret-scanning, vulnerability management, and patching; (d) logging, monitoring, and intrusion detection sufficient to detect security deficiencies and unauthorized access; (e) secure software development practices, including code review and dependency management; (f) personnel security and confidentiality obligations on employees and contractors; and (g) business continuity and incident response procedures.

10.3 No design-around

You shall not architect, design, or select systems in a manner intended to avoid or weaken the obligations in this Section or Section 9.

10.4 Notification and remediation

You shall notify Upwork at **legalnotices@upwork.com** and **security-report@upwork.com** immediately after becoming aware of any (a) security deficiency in, or intrusion into, your systems, including any denial-of-service or distributed denial-of-service attack, which could expose our systems; (b) actual, suspected, or threatened compromise, exposure, loss, or unauthorized use of any Credentials, the Developer Application, or Upwork Content; or (c) actual or reasonably suspected unauthorized acquisition, access, disclosure, alteration, loss, or destruction of Personal Data received through the Tools (each, a "**Security Incident**"). You shall provide the information necessary for Upwork to satisfy its own notification obligations under applicable law, including but not limited to: notification shall include, to the extent available: the nature of the Security Incident with the categories and number of data subjects and data records and the measures taken and proposed to be taken to mitigate the possible adverse effects. You shall cooperate with Upwork to investigate, contain, and remediate the Security Incident. You shall not make any public statement about a Security Incident without Upwork's prior written consent, except as required by law.

10.5 Annual attestation

If you build or operate a Developer Application, on Upwork's request and at least annually, you shall complete an Upwork-provided security questionnaire or provide a comparable security attestation (such as a current SOC 2 Type II report, ISO 27001 certification, or equivalent).

10.6 Logging and audit trail

You shall maintain logs, in an industry standard machine-readable format, sufficient to attribute each Agent-initiated action to (a) the Principal who authorized it, (b) the Agent that performed it, and (c) the scope under which it was performed and shall produce them on Upwork's request. Such logs shall be provided within 5 business days of such request.

10.7 Apparent-authority disclaimer

Upwork does not represent to any third party that any Agent, Agent Operator, or MCP Client integrated through the Upwork API has authority beyond the scope its Principal has granted. Counterparties relying on an Agent's act outside its disclosed scope do so at their own risk. Upwork's provision of API, MCP, or Agent tooling does not grant any Principal authority to direct or control the means and manner of any freelancer's work.

11. IP grants from Developer to platform

11.1 Developer Application license

Except to the extent your Developer Application contains Upwork Materials (defined in Section 11.4), Upwork claims no ownership of your Developer Application. During the term of these API & MCP Terms, you grant Upwork and its affiliates a royalty-free, non-exclusive, worldwide, irrevocable, sublicensable (to Upwork affiliates) right and license, under your intellectual property rights, to (a) use, perform, and display the Developer Application and its content for purposes of marketing, demonstrating, and making the Developer Application available to Upwork Users; (b) link to and direct Upwork Users to the

Developer Application; (c) inspect the Developer Application and its public-facing materials for compliance verification; and (d) sublicense the foregoing rights to Upwork affiliates.

11.2 Agent-generated content

Where an Agent acting on a Principal's behalf submits content (including proposals, messages, deliverables, or drafts) through the Upwork API, the Principal grants Upwork the same license over that content as would apply to human-authored content under the ToS, and the Principal remains responsible for that content.

11.3 Feedback

You may, but are not required to, provide feedback, suggestions, comments, ideas, know-how, or other input to Upwork ("**Feedback**"). All Feedback is non-confidential and non-proprietary, and Upwork has no obligation of any kind with respect to Feedback.

You hereby non-exclusively, irrevocably, and on a worldwide basis assign, transfer, and convey to Upwork, without further consideration, all right, title, and interest (including all intellectual property rights) in and to all Feedback. To the extent any such assignment is not effective under applicable Law, you hereby grant Upwork a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable, non-exclusive license to use, reproduce, modify, distribute, and otherwise exploit the Feedback for any purpose. You further covenant not to assert against Upwork, its affiliates, or their licensees, any intellectual property right based on or arising out of any Feedback. You waive, to the maximum extent permitted by applicable Law, any moral rights with respect to Feedback.

11.4 Upwork Materials and trademarks

Upwork retains all right, title, and interest, in and to the Tools; Upwork branding and trademarks; the Upwork Site and Services; and all related materials (collectively, "**Upwork Materials**"). You shall comply with the Upwork Mark Use Guidelines when using Upwork Materials. No license to Upwork Materials is granted except as expressly stated in Section 3.

11.5 Upwork Materials Derivatives

Any modifications, enhancements, customizations, patches, bug fixes, translations, or improvements of or to any Upwork Materials that you create or cause to be created (collectively, "**Upwork Materials Derivatives**"), are deemed "works made for hire" for Upwork to the maximum extent permitted by applicable law. To the extent any Upwork Materials Derivative is not deemed a work made for hire, you hereby exclusively, irrevocably, and on a worldwide basis assign to Upwork all right, title, and interest therein. For clarity, this Section does not affect your ownership of your Developer Application except with respect to any Upwork Materials or Upwork Materials Derivatives embedded therein.

11.6 Further assurances

You agree to execute such further written assignments, and to take such other reasonable actions as Upwork may request, in each case to perfect Upwork's ownership of the Feedback assigned under Section 11.3 and the Upwork Materials Derivatives assigned under Section 11.5, and to give full legal effect to licenses granted under this Section, without additional consideration.

12. Development by Upwork

You acknowledge that Upwork may, independently and at any time, develop, acquire, license, market, or distribute applications, products, services, content, or technology that are similar to, competitive with, or that incorporate functionality of your Developer Application. Nothing in these API & MCP Terms restricts or prevents Upwork from doing so, provided that Upwork does not use your Confidential Information in violation of Section 13.

13. Confidentiality

13.1 Definition

"Confidential Information" means information that one party (the "**Disclosing Party**") discloses to the other party (the "**Receiving Party**") in connection with these API & MCP Terms that is marked, identified, or by its nature should reasonably be understood to be confidential. Upwork's Confidential Information includes the non-public portions of the Tools, Credentials, scope token semantics, gateway internals, non-public documentation, and non-public marketplace data, and Upwork Content that by its nature should reasonably be known to be confidential.

13.2 Obligations

The Receiving Party shall (a) use Confidential Information only to exercise rights or perform obligations under these API & MCP Terms; (b) protect Confidential Information with at least the same degree of care it uses for its own confidential information, but no less than reasonable care; (c) limit disclosure to employees, contractors, professional advisors, and service providers with a need to know and bound by confidentiality obligations at least as protective as this Section; and (d) on the Disclosing Party's request, return or securely destroy Confidential Information, except for routine backup copies that remain subject to this Section.

13.3 Exclusions

This Section does not apply to information that the Receiving Party can demonstrate (a) is or becomes generally known to the public other than through a breach of these API & MCP Terms; (b) was lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party not bound by a confidentiality obligation; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

13.4 Compelled disclosure

If the Receiving Party is required by law, regulation, or legal process to disclose Confidential Information, it shall give the Disclosing Party prompt notice (to the extent legally permitted) so the Disclosing Party may seek a protective order or other remedy, and shall disclose only the minimum information required.

14. Fees and pricing changes

14.1 Current state

Upwork currently provides access to the Tools without charge. Upwork reserves the right, in its discretion, to introduce fees for some or all access to or use of the Tools in the future.

14.2 No Developer charges to Upwork Users for Developer Application access to Upwork

Without Upwork's prior written consent, you may not directly or indirectly charge, receive consideration for, bundle, resell, white-label, or otherwise monetize a Developer Application or any product, feature, service, output, or functionality materially dependent on the Tools or Upwork Content.

15. Certification and audit

15.1 Certification

Upwork may, in its discretion, require or offer certification for some or all Developer Applications. Certification confirms that the Developer Application's technology complies with these API & MCP Terms and the ToS. You are responsible for all costs of certification, including any modifications required. Upwork may require re-certification on material modification of the Developer Application or of how Upwork Content is used or displayed. Failure to obtain or maintain certification where required is cause for immediate suspension or termination of API access.

15.2 Compliance information and inspection

On Upwork's request, you shall provide reasonable proof of your compliance with these API & MCP Terms.

15.3 Audit

Upwork (or an independent auditor Upwork designates under reasonable non-disclosure terms) may audit your Developer Application's compliance with these API & MCP Terms not more than once per calendar year, on at 15 business days' notice, unless Upwork has a reasonable basis to suspect a material breach (in which case Upwork may audit on shorter notice or more frequently). You shall reasonably cooperate. Where the audit reveals material non-compliance, you shall reimburse Upwork's reasonable audit costs and remediate within the period Upwork specifies.

15.4 Regulator inquiries

You shall promptly notify Upwork of any regulatory inquiry, demand, or investigation directed at your Developer Application or your use of the Tools to the extent it implicates Upwork or Upwork Users, and shall cooperate with Upwork's reasonable response, except where law prohibits the notice.

16. Support and changes to the API

16.1 Support

Upwork may, in its discretion, provide technical support, upgrades, or modifications to the Tools and documentation. Upwork has no obligation to support your Developer Application or your End Users.

16.2 Modifications and deprecation

Upwork may modify, version, deprecate, or discontinue any aspect of the Tools, including specific endpoints, scopes, tools, or features. For changes that materially reduce functionality or are not backwards compatible, Upwork will provide reasonable advance notice through the Developer Portal, changelog, or comparable channel, except where shorter notice is required to address a security issue, a legal obligation, or a third-party-rights claim. You shall implement required updates by the deadline Upwork specifies. Your use of a new version is your acceptance of the modification.

16.3 Beta and preview offerings

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.

17. Suspension and termination

17.1 Term

These API & MCP Terms commence on your first acceptance event under Section 1.1 and continue until terminated under this Section.

17.2 Developer's termination right

You may terminate these API & MCP Terms at any time by discontinuing all use of the Tools, deleting all Upwork Content in compliance with Section 8.7.

17.3 Upwork's suspension right

Upwork may suspend or restrict your access to the Tools, in whole or in part, immediately and without prior notice where Upwork reasonably believes (a) you have violated, or are about to violate, these API & MCP Terms, the **ToS**, or applicable law; (b) your activity threatens the security, integrity, availability, or reliability of the Upwork Site, Services, or Upwork Users; (c) Upwork has detected actual or suspected fraud, abnormal chargeback or refund patterns, sanctions or KYC red flags, or other risk warranting suspension; (d) a regulator has directed suspension or is investigating conduct that may implicate suspension; (e) you have failed to maintain certification, security attestation, provide requested information to support your compliance with these API & MCP Terms or annual refresh required under these API & MCP Terms; or (f) availability of the Tools in your Developer Application is otherwise not in Upwork's or Upwork Users' best interests.

17.4 Termination for convenience

Upwork may terminate these API & MCP Terms for convenience at any time, with or without notice. Notwithstanding the foregoing, to the extent practicable, in Upwork's sole discretion, Upwork will provide notice and a reasonable period of time to allow the Developer Application to wind down.

18. Effect of termination

18.1 Cessation of access

On termination, all licenses granted to you under these API & MCP Terms terminate immediately. You shall immediately cease all use of the Tools and Upwork Content; revoke Credentials in your control; and remove Upwork Materials and references from your Developer Application's public-facing materials.

18.2 Deletion and certification

Within 30 days of termination, you shall permanently and securely delete all Upwork Content, and other data you stored under these API & MCP Terms and, on Upwork's request, certify deletion in writing.

18.3 Removal of Developer Application references

Upwork will use commercially reasonable efforts to remove references and links to your Developer Application from Upwork-controlled surfaces and shall have no further obligation to remove or delete copies of, references to, or links to your Developer Application on third-party surfaces.

18.4 Validly formed contracts

Contracts formed by Agents acting within scope before termination remain valid and binding upon the Principal under Uniform Electronic Transactions Act § 14(1).

18.5 Survival

The following Sections survive termination: 2 (Definitions); 5 (Prohibited uses, with respect to retained data); 8.7-8.8 (Deletion and audit-only retention); 9 (Privacy and data protection); 10 (Security obligations, with respect to retained data); 11 (IP grants); 12 (Independent development); 13 (Confidentiality) for so long as the Confidential Information remains confidential, and in any event for 5 years after termination; 15 (Certification and audit, for audit obligations relating to the pre-termination period); 18 (Effect of termination); 19 (Warranties and disclaimers); 20 (Limitations of liability); 21 (Indemnification); 22 (Relationship & Conflict); 23 (General terms); and any other Section that by its nature should survive.

19. Warranties and disclaimers

19.1 Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOOLS, UPWORK CONTENT, AND ALL RELATED COMPONENTS, INFORMATION, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. UPWORK DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, QUIET ENJOYMENT, AND NON-INFRINGEMENT. UPWORK DOES NOT WARRANT THAT THE TOOLS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT UPWORK CONTENT WILL BE ACCURATE OR RELIABLE.

19.2 No reliance on Agent outputs

You acknowledge that outputs of Agents, AI systems, and MCP tools may be incorrect, incomplete, or misleading, and you shall not rely on them as final determinations of Upwork policy, account status, fees, rights, or remedies.

19.3 Interruptions

Upwork is not liable for malfunctions, interruptions, or poor use conditions of the Tools due to maintenance, updates, system or network failures, internet-service-provider issues, network saturation, or any reason outside Upwork's reasonable control.

20. Limitations of liability

20.1 Exclusion of indirect damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPWORK IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, GOODWILL, USE, OR DATA, ARISING OUT OF OR RELATING TO THESE API & MCP TERMS OR THE TOOLS, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE UPWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 Aggregate cap

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPWORK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE API & MCP TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO UPWORK FOR API ACCESS UNDER SECTION 14 DURING THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY OR (B) USD ONE HUNDRED DOLLARS ($100).

20.3 Essential purpose

The limitations in this Section apply even if a limited remedy fails of its essential purpose, and form an essential basis of the bargain between the parties.

21. Indemnification

21.1 Developer indemnity

You shall defend, indemnify, and hold harmless Upwork and its affiliates, and their respective directors, officers, employees, agents, and contractors, from and against any third-party claim, action, demand, regulatory inquiry, loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) your or your End Users' use of, access to, or activity in connection with the Tools or Upwork Content; (b) your breach of these API & MCP Terms or the ToS; (c) infringement, misappropriation, or violation of any third-party right by your Developer Application, your Agent or content you or your Agent submit through the Upwork API; (d) your violation of applicable law; (e) any regulatory finding, penalty, or remediation cost arising from your API use that causes Upwork to be characterized as an unlicensed money transmitter, a "data broker," or a deployer or developer of a high-risk AI system in any jurisdiction; (f) misclassification, automated decision-making, or platform-work claims attributable to your or your Principal's configuration or use of an Agent; and (g) amounts refunded, charged back, reversed, or disputed in connection your use of the Tools.

21.2 Procedure

Upwork shall promptly notify you of any claim for which it seeks indemnification, except that any failure or delay in notice shall not relieve you of your obligations except to the extent you are materially prejudiced. You shall control the defense and settlement of the claim, except that you shall not settle any claim that (a) imposes any obligation on Upwork other than payment for which you are responsible, (b) requires Upwork to admit liability, or (c) does not include a full release of Upwork, without Upwork's prior written consent. Upwork may participate in the defense at its own expense.

22. Relationship & Conflict

22.1 Relationship to the ToS

These API & MCP Terms are incorporated into and form part of the **ToS** and supplement the **ToS** with respect to your use of the Tools. To the extent any matter is not addressed in these API & MCP Terms but is addressed in the **ToS**, including the User Agreement, the applicable **ToS** provision shall control. In the event there is a conflict between these API & MCP Terms and the ToS, these API & MCP Terms govern with respect to the conflicting provision.

22.2 Order of precedence

With respect to your use of the Tools, these API & MCP Terms control over the **ToS** and any other incorporated document to the extent of any conflict. The **ToS** otherwise remains in full force and governs your relationship with Upwork as a User of the Upwork Site and Services.

22.3 No developer-imposed terms binding Upwork

Any shrink-wrap, click-wrap, or other terms associated with your Developer Application that purport to bind Upwork are excluded.

23. General terms

23.1 Relationship of the parties

The parties are independent contractors. These API & MCP Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship. Neither party may represent itself as an employee, agent, or partner of the other or bind the other to any agreement.

23.2 No agency of Upwork

Nothing in these API & MCP Terms makes you, your employees, contractors, service providers, or End Users an agent, partner, or joint venturer of Upwork. You have no authority to bind Upwork, to make representations on Upwork's behalf.

23.3 Export and sanctions

You represent and warrant that you, your affiliates, your employees, your contractors, and any who uses your Developer Application is not (a) located in, organized under the laws of, or ordinarily resident in a jurisdiction subject to comprehensive US or other applicable sanctions; (b) identified on any restricted-party list maintained by the US Office of Foreign Assets Control, the US Department of Commerce, the US Department of State, the United Nations, the European Union, or any other competent authority; or (c) otherwise prohibited from receiving the Tools under applicable export-control or sanctions law. You shall comply with all applicable export-control and sanctions law in your use of the Tools.

23.4 Entire agreement

These API & MCP Terms, together with the **ToS** and the other documents incorporated herein, constitute the entire agreement between the parties with respect to your use of the Tools and supersede all prior and contemporaneous agreements, communications, and understandings on the subject matter. No

modification or amendment is binding on Upwork unless in a writing signed by an authorized Upwork representative or posted by Upwork under Section 1.3.

23.5 Headings and interpretation

Section headings are for convenience only and do not affect interpretation. “Including” and “include” are not limiting.