

This update revises the API Terms of Use as a whole in connection with Upwork’s modifications to the API.

Upwork API Terms of Use

These API Terms of Use are a contract between you and Upwork Global Inc., a California corporation with its principal place of business at 441 Logue Ave, Mountain View, California 94043 U.S.A. (“Upwork”, “we” or “us”). You must read, agree with and accept all of the terms and conditions contained in these API Terms of Use, or Upwork does not grant you a license to use the “Upwork API,” defined in Section 1 below. Additionally, you must read, agree with and accept the Upwork User Agreement, accessible at www.upwork.com/legal/terms. Capitalized terms not otherwise defined in these API Terms of Use have the meanings given them in the Upwork User Agreement. You understand that by checking the box and clicking the “Apply” button, or by using the Upwork API, you agree to be bound by these API Terms of Use. If you agree to these API Terms of Use on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these API Terms of Use. In that event, “you” and “your” will refer and apply to that entity.

Upwork may amend these API Terms of Use by posting a revised version on the Site. Each revised version will state its effective date, which will be on or after the date we post it. If the revised version materially reduces your rights or increases your responsibilities, we may post it in advance of the effective date in order to give you notice. Your continued use of the API after the effective date of a revised version of these API Terms of Use constitutes your acceptance of their terms.

1. Definitions.

1. The “Upwork API” is a set of web-based services providing programmatic access to Upwork systems and data, together with all updates, revisions, and copies.
2. The “Content” is data or content from the Site, made accessible by Upwork in its sole discretion.
3. The “Application” is the software application, website or other client that you develop, own or operate that interfaces with the Upwork API in order to retrieve or interact with the Content.
4. An “End User” is a person who uses the Application in connection with the End User’s Upwork account.
5. “End User Data” is data entered into the Upwork Platform by an End User.

2. License.

Subject to these API Terms of Use, Upwork grants you a non-exclusive, non-transferable, non-sublicensable license to use the Upwork API to develop your Application and to enable it to access Content. In order to access the Content of any particular End User, you must also obtain authorization from that End User through the Upwork API.

a. In consideration of this license, you agree to:

- Provide accurate identification, contact, and other information required to obtain a set of authentication keys from Upwork.
- Create only a single set of authentication keys per Application. These authentication keys must accompany all web services requests coming from that Application.
- Ensure that the fundamental meaning of the Content is not changed or distorted.
- Ensure that the use of the Upwork API or the display of the Content does not suggest that Upwork promotes or endorses you or any third party or the causes, ideas, websites, products or services of you or any third party.

- Ensure that any URLs that are presented by your Application:
 - are represented, unaltered, as hyperlinks,
 - direct the user, when clicked, to the source website. and
 - never block a search engine from following the rendered hyperlink (for example, by including a rel="nofollow", or through any other means)

b. In consideration of this license, you agree not to:

- Create any script or other automated tool that attempts to create multiple API authentication keys in order to bypass the limitations set by Upwork.
- Attempt to cloak, conceal or misrepresent your identity or your Application's identity when requesting authorization to use the Upwork API.
- Use the Upwork API for any Application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code, any hacking, surveillance, interception, or descrambling equipment, pornography, or professional services regulated or prohibited by government licensing regimes.
- Display the name, logo, trademark or other identifier of a person in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Application or Content if such person is not.
- Display content that falsely expresses or implies that such content is sponsored or endorsed by Upwork;
- Implement features or business practices that harm the professional reputation, relationships, or professional ecosystem of Upwork or its End Users.
- Use the Upwork API in an Application that competes with products or services offered by Upwork.
- Interfere with or disrupt Upwork services or servers or networks connected to Upwork services, or disobey any requirements, procedures, policies or regulations of networks connected to Upwork service.
- Archive any of the Content for access by End Users after your access to the Upwork API is terminated.
- Use the Upwork API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Upwork Policies or the Upwork User Agreement.
- Sell, lease, share, transfer, or sublicense the Upwork API or access or access codes thereto.
- Use the Upwork API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Upwork API documentation located within <http://developers.upwork.com> as determined by Upwork in its sole discretion.

3. End User Data

- You should only request the End User Data you need to operate your Application.
- These API Terms of Use do not grant you any rights to End User Data or other Content.
- You should display a clear policy explaining to End Users what End User Data your Application accesses and how it is used.
- You must not sell End User Data or use it in any malicious way, and you are solely responsible for protecting End User Data from unauthorized access.
- Upon termination of your license under these Upwork Terms of Use, you must destroy all copies of End User Data, unless you

have obtained valid and sufficient authorization from Upwork and the End User to retain it.

- You must delete all End User Data, if the associated End User so requests.

4. Upwork Independent Development.

You understand and acknowledge that Upwork may be independently creating applications, content and other products or services that may be similar to or competitive with your Application. Nothing in these Upwork Terms of Use will be construed as restricting or preventing Upwork from creating and fully exploiting such applications, content and other items, without any obligation to you.

5. Termination.

You may terminate the license by discontinuing use of the Upwork API and destroying all End User Data. Upwork may terminate the license at any time for any reason. These API Terms of Use and the license granted hereunder terminate automatically if:

1. You violate the API Terms of Use,
2. Upwork publicly posts a written notice of termination on the Upwork Developer Network, currently located at <http://developers.upwork.com>,
3. Upwork sends a written notice of termination to you, or
4. Upwork ceases providing access to the Upwork API to you.

6. Intellectual Property Rights.

Upwork and its licensors reserve all Intellectual Property Rights to the Upwork API. Upwork's Intellectual Property Rights apply to the Upwork API and all output and executables of the Upwork API, excluding any software components developed by you which do not themselves incorporate the Upwork API or any output or executables of the Upwork API. These API Terms of Use grant you no right, title, or interest in any Intellectual Property Rights owned or licensed by Upwork.

7. Support.

Upwork does not guarantee any up-time for any Upwork developer resource, including the Upwork API. Upwork may elect to provide you with support, updates, or enhancements for the Upwork API, in its sole discretion, and may terminate such support at any time without notice to you. Upwork may change, suspend, or discontinue any aspect of the Upwork API at any time, including the availability of the Upwork API. Upwork may also impose limits on certain features and services or restrict your access to parts or all of the Upwork API or the website located at www.upwork.com without notice or liability.

8. Fees.

Upwork currently provides the Upwork API without charge. However, Upwork reserves the right to charge fees for future use of or access to the Upwork API in Upwork's sole discretion. You may not charge a fee to End Users of your Application unless you have a written agreement with Upwork.

9. Disclaimer of Any Warranty.

THE UPWORK API IS EXPERIMENTAL AND HAS NOT BEEN TESTED IN ANY MANNER. UPWORK DOES NOT REPRESENT OR WARRANT THAT THE UPWORK API IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. THE UPWORK API IS PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND UPWORK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE UPWORK API IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF ANY UPWORK API INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

10. Limitation of Liability.

IN NO EVENT WILL UPWORK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION OR PROFIT. THE LIABILITY OF UPWORK TO YOU OR ANY END USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE SHALL NOT EXCEED THE AMOUNT OF ANY UPWORK FEES (IF ANY) RETAINED BY UPWORK DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

11. Indemnification.

You shall indemnify, defend and hold harmless Upwork and its subsidiaries, affiliates, officers, agents, employees, representatives and agents from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (i) your use of the API, or (ii) your Application, including without limitation infringement of the Intellectual Property Rights or other rights of any third party or any disclosure, misuse or loss of End User Data.

12. General

1. Relationship of the Parties. The parties are agreeing to these API Terms of Use as independent contractors, and these API Terms of Use will not be construed to create a partnership, joint venture or employment relationship between them. Neither party will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.
2. Assignability. You may not assign these API Terms of Use, nor any of your rights or obligations hereunder, without Upwork's prior written consent. Upwork may freely assign these API Terms of Use without your consent. Any attempted assignment or transfer in violation of this section will be null and void. Subject to the foregoing restrictions, these API Terms of Use will inure to the benefit of successors and permitted assigns of the parties.
3. Severability. If and to the extent any provision of these API Terms of Use is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or enforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

4. Choice of Law; Venue. These API Terms of Use and any controversy, dispute or claim arising out of or relating to these API Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). With respect to any User located outside the United States, the User agrees that the California state courts of Santa Clara County (or, if there is federal jurisdiction, the United States District Court for the Northern District of California) will have jurisdiction and venue with respect to any claim arising out of or relating to this API Terms of Use Agreement and consents to the personal jurisdiction and venue of those courts.
5. No Waiver. The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.
6. Miscellaneous. These API Terms of Use set forth the entire agreement and understanding of the parties relating to their subject matter and cancel and supersede any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. No modification or amendment to these API Terms of Use shall be binding upon Upwork unless in a written instrument signed by a duly authorized representative of Upwork.