These API Terms of Use (the **"API Terms"**), dated as of December 14, 2016 (the **"Effective Date"**), are made and entered into by and between Upwork Global Inc., a Delaware corporation and its affiliates (**"Upwork"** or **"we"**), and you (**"Developer"** or **"you"**). Upwork and Developer are sometimes referred to in the API Terms individually as a **"Party"** and collectively as the **"Parties"**. Upwork and Developer hereby agree as follows:

1. Agreement to the API Terms.

By registering a software application, website, or product you create or service that you offer (a **"Developer Application"**), you agree to be bound by the API Terms. You must read, agree to, and accept all of the terms and conditions contained in the API Terms in order to use the Upwork API. Additionally, you agree to and accept the Upwork Terms of Service, available at https://www.upwork.com/legal/. **If you disagree with any of the terms of the API Terms or the Upwork Terms of Service, Upwork does not grant you a license to use the Upwork API.** If you are using the Upwork API on behalf of a company or any other entity, you represent and warrant that you have full legal authority to register a Developer Application on behalf of that entity and bind it to the API Terms and the Upwork Terms of Service. If you are not authorized, you may not accept the API Terms or register a Developer Application for someone else.

2. Definitions.

Capitalized terms not defined in the API Terms have the meanings given to them in the Upwork Terms of Service.

- **Upwork API.** A set of web-based services providing programmatic access to Upwork systems and data, together with all updates, revisions, and copies thereof. This also includes any associated tools and documentation that Upwork makes available under the API Terms.

- **Upwork Content.** Any data, content, or executables of or associated with the Upwork API or Site Services (as defined in the Upwork Terms of Service). This includes all Upwork User Data.

- **Upwork User Data.** Any content, information, and other data about persons who use the Upwork services received or collected by Developer through any instance of the Developer Application, the Upwork API, or otherwise in connection with the API Terms.

3. Developer's Use of the Upwork API.

Developer wishes to use and access the Upwork API in connection with the development and distribution of a Developer Application and agrees to the additional requirements herein. Developer and Upwork hereby agree as follows:

- **Developer Registration.** Before using the Upwork API, Developer must provide accurate information identifying its organization and the individual representative who will serve as a point of contact for Upwork. The registration may be completed and accepted by Upwork on the Site. Upon successful registration, Upwork shall make Access Credentials available to Developer. **"Access Credentials"** means the necessary security keys, secrets, tokens, and other credentials to access the Upwork API. All activities that occur using your Access Credentials are your responsibility. Access Credentials are specific to you and are confidential information. Keep them secret. You must not sell, transfer, or sublicense the Access Credentials. Do not try to circumvent them and do not require your users, employees, contractors, or agents to obtain their own Access Credentials to build, maintain, or use the Developer Application. Developer itself must request any Access Credentials to be used by any employee, contractor, or agent of Developer.

- **Development of the Developer Application.** Subject to the terms of these Terms of Use, Developer will develop one or more Developer Applications. Developer will ensure that all Developer Applications are and remain in compliance with the API Terms and the Upwork Terms of Service.
  - **Permitted Uses of the Upwork API.** Your use of the Upwork API is limited to the purpose of facilitating your own or your Users' use of the Upwork Site and Site Services. Some examples of permitted uses of the Upwork API would be to create Applications that:
    - Allow Upwork Users to search for and browse Upwork job postings with a customized interface;

- Allow Upwork Users to manage active contracts;

- Allow Upwork Users to apply to jobs on Upwork; or

- Allow Upwork Users to manage invoices, billing, and communications on Upwork.

- **Prohibited Uses of the Upwork API.** Developer must never do any of the following:
  - Use the Upwork API in any Developer Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, promotes or offers malicious code, or violates any applicable law or regulation.

  - Use the Upwork API to retrieve Upwork Content that is then aggregated with third-party search results in such a way that a user cannot attribute the Upwork Content to Upwork (such as aggregated search results).

  - Distribute or allow access to the Upwork API to anyone other than the entity on whose behalf Developer agreed to these Terms, or create an application programming interface that enables access to Upwork Content

- **Prohibited Uses/Functions of Developer Application.** Developer and the Developer Application must not do the following:
  - Implement features or business practices that unlawfully harm the professional reputation or relationships of Upwork or Upwork users.

  - Use Upwork Content received from the Upwork API in any manner that facilitates bias, discrimination, or data "redlining," whether intentional or inadvertent, based on sensitive or protected categories or characteristics.

  - Impersonate Upwork or an Upwork user or intentionally misrepresent Upwork or any Upwork user or other third party when requesting or publishing information.

  - Obfuscate or hide any Upwork buttons, sign-in functionality, or consent or authorization flows from your users.

  - Proxy, request, or use Upwork account user names or passwords in any fashion for any reason.

  - Request from the Upwork API more than the minimum data fields and application permissions the Developer Application needs.

  - Try to exceed or circumvent limitations on calls and use. This includes creating multiple Developer Applications for identical, or largely similar, purposes.

  - Download, scrape, post, or transmit, in any form or by any means, any part of the Site or Site Services, including data retrieved by web browser plugins.

  - Copy, reformat, reverse-engineer, or otherwise modify the Upwork API, Access Credentials, the Site, the Site Services, or any Upwork Content.

  - Promote or operate any product or service that competes with the Upwork Site Services.

  - Interfere with or disrupt Upwork services, Upwork servers or networks connected to Upwork services, or disobey any requirements, procedures, policies or regulations of networks connected to the Upwork Site or Site Services.

  - Engage in any conduct that fails to comply with, or is otherwise inconsistent with, any agreement between Developer and Upwork or any written instructions provided by Upwork.

4. API License.

- **Using the Upwork API.** As part of the API Terms, Upwork grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the Upwork API solely to do the following and subject to the restrictions set forth in the API Terms:

- Enable your Application to interact with Upwork's databases to retrieve information necessary to facilitate your own or Your Users' use of the Site and Site Services through your Application;

- Make limited intermediate copies of Upwork Content only as necessary to perform activity permitted under the API Terms. You must delete all intermediate copies when they are no longer required for the purpose for which they were created;

- Rearrange or reorganize Upwork Content within your Application; and

- Display in your Application Upwork Content consistent with this Agreement.

- **Access Credentials**. Upwork will provide you with Access Credentials that permit you to access the Upwork API. The Access Credentials are the property of Upwork and may be revoked if you share them with any third party (other than as allowed in the API Terms), if they are compromised, if you violate the API Terms or the Upwork Terms of Service, or if Upwork terminates the API Terms.

- **API Call Limitations.** The number of API calls you will permitted to make during any given time period may be limited. Upwork will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application. Upwork may, in its sole discretion, charge you for API calls that exceed the call limits or terminate your access to the Upwork API in accordance with Section 17 (Suspension and Termination). Unused calls will not roll over to the next day or month, as applicable.

5. Certification.

At its discretion, Upwork may require or offer Certification for certain Applications. Certification will consist of confirmation by Upwork or a third party it designates that your Application's technology complies with the API Terms and the Upwork Terms of Service. You will be responsible for all costs associated with certification and any modifications necessary to meet the certification requirements and you may not be permitted to access the Upwork API in certain cases until certification is complete. At Upwork's discretion, future modifications of your Application or use or display of Upwork Content may be subject to re-certification. If Upwork requires certification, your failure to maintain certification is cause for immediate termination of the API Terms.

6. Data Use.

- **Obligations to Upwork.** Developer may only use, disclose, and otherwise process Upwork User Data in accordance with the written instructions of Upwork and applicable laws, rules and regulations.

- **Prohibited Uses.** Developer will not:
  - Use Upwork Content for any purpose except to the extent necessary for (1) the purpose of processing and supporting a specific transaction for the applicable Upwork user or (2) the purpose of providing services to Upwork.

  - Use Upwork Content for any research or publication purpose without prior written consent and a license from Upwork to research or publish, as applicable, Upwork Content.

  - Use Upwork Content for any other purpose (e.g., for Developer's own benefit or for the benefit of any other entity or person).

  - Use Upwork Content for user profiling purposes or for advertising purposes.

  - Sell, lease, sublicense, or otherwise transfer, directly or indirectly, Upwork Content to any third party.

  - Augment, commingle, or supplement Upwork Content with personally identifiable or confidential information (including any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device) from any third-party source.

- Use the user identification or authentication codes connected to any Upwork user to disclose information related to that user to any third party.

7. Data Storage.

Except as provided in the API Terms, Developer may not copy or store any Upwork Content, or any information expressed by or representing Upwork Content (such as hashed or otherwise transformed data).

- **Authentication Tokens.** Developer may store any Developer Application-specific alphanumeric user identification codes that Upwork provides to Developer for identifying individual users of the Developer Application or any tokens that Upwork provides to Developer when an Upwork user authenticates the Developer Application for the Upwork user's account.

- **Cached Content.** Solely for the purpose of improving user experience, Developer may cache Upwork Content for no more than twenty-four (24) hours.

- **Deletion.** Developer must promptly and securely delete all Upwork User Data collected from Upwork users upon request of the Upwork user, when the Upwork user deactivates or uninstalls the Developer Application, when the Upwork user closes their account with Developer, and before, when possible, or promptly upon termination of the API Terms. Developer will promptly and securely delete all Upwork Content after completion of all activities reasonably necessary to operate or maintain the Developer Application and upon termination of the API Terms.

8. User Consent and Agreement.

- **User Agreement and Privacy Policy.** The Developer Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where members download or access the Development Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Upwork users.

- **User Consent.** Before obtaining information from Upwork users, you must obtain their informed consent by telling them what information you collect and how it will be used, stored or shared, and by taking any additional steps required by law or regulation.

9. Data Safeguards.

Developer will protect Upwork User Data in accordance with all applicable laws. Your network, operating system, and software of your web servers, databases, and computer systems (collectively "**Systems**") must be properly configured to securely operate the Developer Application and Upwork User Data. The Developer Application must use reasonable security measures to protect any Upwork User Data and any elements or components of the Upwork API. You shall not architect, design, or select Systems in a manner to avoid these obligations. You must promptly report to Upwork at legalnotices@upwork.com any security deficiencies in, or intrusions into, your Systems that you discover to Upwork. You will work with Upwork to correct any security deficiency and disconnect any intrusions or intruders as soon as practicable upon discovery of any such deficiency or intrusion. In the event of any security deficiency or intrusion involving the Developer Application or Upwork User Data, you will make no public statements without prior written and express permission from Upwork in each instance, unless otherwise required by law.

10. Access to the Upwork API.

Subject to the API Terms, Upwork may, in its sole discretion, make specific instances or versions of the Upwork API available to Developer for use in connection with Developer Applications. Upwork may terminate such access to the Upwork API, in whole or certain features, functions, or services thereof, for convenience, at any time. The Upwork API will be deemed to be a part of the Site Services as set forth in the Upwork Terms of Service.

11. Upwork API Support and Changes.

Upwork may provide technical support, upgrades, or modifications of the Upwork API in Upwork's sole discretion. Upwork may cease providing technical support, upgrades, or modifications of the Upwork API at any time and for any reason without notice or liability to Developer. Upwork may release new versions of the Upwork API and require Developer to use the new version of the Upwork API. Developer's use of new releases or versions of the Upwork API will be acceptance of all modifications of the Upwork API.

12. Intellectual Property.

- **Upwork Materials.** Upwork owns all rights, title, and interest, including all intellectual property rights, in and to, the Upwork API; all elements, components, and executables of the Upwork API; and all elements, components, and executables of the Site Services (collectively, the "**Upwork Materials**"). The only exception to this is any information or Content which you as an Upwork user have licensed to Upwork under the Upwork Terms of Service. Except for the express licenses granted in the API Terms, Upwork does not grant you any right, title, or interest in the Upwork Materials. Developer agrees to take such actions as Upwork may reasonably request to perfect Upwork's rights to the Upwork Materials.

- **Developer Property.** Except to the extent the Developer Application contains Upwork Materials, Upwork claims no ownership or control over your Developer Application. During the term of the API Terms you hereby grant Upwork a paid-up, royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (1) use, perform, and display the Developer Application and its content for purposes of marketing, demonstrating, and making the Developer Application available to Upwork users; (2) link to and direct Upwork users to the Developer Application; and (3) sublicense the foregoing rights to our affiliates.

- **Feedback.** Developer may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to Upwork related to Upwork products, services or technology ("**Feedback**"). To the extent Developer provides Feedback to Upwork, Developer grants Upwork the right to use such Feedback without any right to compensation from Upwork.

13. Independent Development by Upwork.

Developer understands and acknowledges that Upwork may be independently creating applications, content, and other products or services that may be similar to or competitive with the Developer Application. Nothing in the API Terms will be construed as restricting or preventing Upwork from creating and fully exploiting any applications, content, and other products or services, without any obligation to Developer. This paragraph will survive the termination or expiration of the API Terms.

14. Confidential Information.

Developer agrees that the content of the Upwork API, and any Upwork Content that by its nature should reasonably be known to be confidential, is deemed to be confidential information of Upwork and Developer will maintain the same in strict confidence and not disclose the same to any third party (other than employees, agents and contractors of Developer for the sole purpose of providing services to Developer to complete work permitted hereunder) or use the same for any purpose other than its performance under the Agreement. To the extent that you retain any Upwork Content after the termination or expiration of the API Terms, this paragraph will survive the termination or expiration of the API Terms.

15. Effect.

The provisions of the API Terms will control over any inconsistent provisions of the Upwork Terms of Service, and the Upwork Terms of Service, as modified and supplemented by the API Terms, will remain in full force and effect. Any "shrink wrap" or "click wrap" license agreement or any other terms and conditions associated with Developer's Application is null and void, is not applicable hereunder, and is expressly excluded.

16. Fees.

Upwork currently provides the Upwork API without charge. However, Upwork reserves the right, at Upwork's sole discretion, to charge fees for future use of or access to the Upwork API. **Developer may not charge any fee to Upwork users for the Developer's Application without the express written permission or agreement of Upwork.**

17. Term and Termination.

- **Term.** The term of the API Terms will commence on the date upon which you agree to the API Terms and will continue until terminated as set forth below.

- **Developer's Termination Rights.** Developer may terminate the API Terms by discontinuing use of the Upwork API and returning all Upwork Content, including Upwork User Data.

- **Suspension and Termination.** Upwork may suspend or terminate Developer's use of the Upwork API at any time if we believe you have violated the API Terms or Upwork Terms of Service, or if we believe the availability of the Upwork API in the Developer Application is not in our or our users' best interests. Immediately upon termination of the API Terms, all licenses granted to Developer will cease and all data retrieved from the Upwork API or Site Services must be deleted.

- **Effect of Termination.** Upon termination of these Terms:
  - all rights and licenses granted to Developer will terminate immediately;

  - Developer will promptly and securely destroy Upwork Content in your possession or control;

  - neither party is liable to the other party solely because the API Terms have been terminated;

  - unless we agree otherwise in writing or as stated explicitly in the API Terms, Developer must permanently delete all Upwork Content and Upwork User Data or other data which you stored pursuant to your use of the Upwork API. Upwork may require that you certify in writing your compliance with this section; and

  - Upwork will make commercially reasonable efforts to remove all references and links to the Developer Application from the Site (Upwork has no other obligation to delete copies of, references to, or links to the Developer Application).

18. Warranties and Liabilities.

- **Disclaimer of Warranties.** UPWORK PROVIDES THE UPWORK API, UPWORK CONTENT, AND ALL OTHER INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, UPWORK DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. UPWORK DOES NOT GUARANTEE THAT THE UPWORK API WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE UPWORK API MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. UPWORK

DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, UPWORK DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE UPWORK API DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

- **Limitations of Liability.** UPWORK AND OUR EMPLOYEES, AGENTS, SHAREHOLDERS, OR DIRECTORS, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF THE UPWORK API. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (i) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (ii) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGE THAT UPWORK MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THE API TERMS OR APPLICABLE LAW.

- **Indemnification.** You will defend, hold harmless, and indemnify Upwork (and our and their respective employees, agents, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with: (i) your breach of your obligations herein; or (ii) the violation of any copyright, trademark, service mark, trade secret or United States patent by the Developer Application.

19. General.

- **Relationship of the Parties.** The parties are agreeing to the API Terms as independent contractors, and the API Terms will not be construed to create a partnership, joint venture or employment relationship between them. Neither party is authorized to or 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.

- **Assignability.** You may not assign the API Terms, nor any of your rights or obligations hereunder, without Upwork's prior written consent. Upwork may freely assign the API Terms without your consent. Any attempted assignment or transfer in violation of this section will be null and void. Subject to the foregoing restrictions, the API Terms will inure to the benefit of successors and permitted assigns of the parties.

- **Severability.** If and to the extent any provision of the API Terms 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.

- **Choice of Law and Venue.** The API Terms and any controversy, dispute or claim arising out of or relating to the API Terms shall be governed by and construed in accordance with the laws of the State of California 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 the API Terms and consents to the personal jurisdiction and venue of those courts.

- **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.

- **Miscellaneous.** The API Terms 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 the API Terms shall be binding upon Upwork unless in a written instrument signed by a duly authorized representative of Upwork.