These Starter Project Program Terms of Use for Clients and Freelancers ("**Starter Project Terms**") are part of and incorporate by reference the Upwork User Agreement and other Terms of Service. The Starter Project Terms are in addition to and do not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the User Agreement or elsewhere in the Terms of Service.

YOU AGREE TO BE BOUND BY THE STARTER PROJECT TERMS. IF YOU DO NOT ACCEPT THE STARTER PROJECT TERMS, YOU MAY NOT ACCESS OR USE ANY STARTER PROJECT SERVICES FOR ANY ENGAGEMENT.

SECTION 1. STARTER PROJECT SERVICES DEFINED

The Starter Project Program aims to help new Clients learn to use the Site to post projects quickly and efficiently. For this purpose, Upwork may make sample project descriptions and budgets available for optional use and help connect Clients with Freelancers who have indicated interest in completing such projects ("**Starter Project Services**").

SECTION 2. SCOPE AND LIMITATIONS

Starter Project Services may be used subject to the following parameters and limitations, which you understand and acknowledge.

Clients may only use Starter Project Services while they are learning to use the Site up to a maximum of ten (10) projects. Once Client has learned to use the Site, Client will post projects without using Starter Project Services.

All information about a project, Freelancer or Client obtained in connection with Starter Project Services is intended to be illustrative only and will not constitute any requirement, guarantee or warranty by Upwork. Users have discretion whether to contract with each other and will negotiate and determine the specific terms of their Service Contracts with each other. Project descriptions and budgets available through Starter Project Services are samples only, which may be adjusted and added to as Users deem appropriate. Users choose whether to use any sample project description and may add any milestones to their Service Contracts and/or post different terms using the job post, contract offer or other features available on the Site.

SECTION 3. ROLE OF UPWORK AND CLIENT RESPONSIBILITIES

You understand and agree that Upwork is not a party to any Service Contract, is not involved in or responsible for any work performed by Freelancers, and has no control over any Freelancer or Client. Upwork does not have any power or authority to, and does not, determine any eligibility standards for any Engagement, select or contract any Freelancer to provide services to a Client, determine or control any term or condition of the Service Contract or Engagement, or cause any Freelancer to accept any Service Contract or perform any Freelancer Services.

Client assumes all responsibility for selecting which Freelancers to contract, determining and completing any screening requirements, determining or negotiating the amount and type of payment and any other Service Contract terms or conditions, and describing the work to be done by Freelancers. Any information from Upwork regarding the foregoing will not be construed as advice to Client or as binding on Client.

SECTION 4. OTHER TERMS

Together with the Upwork User Agreement and other Terms of Service, these Starter Project Terms represent the entire agreement with Upwork and supersede all prior agreements and understandings with respect to the matters covered. You agree that you did not accept the Starter Project Terms based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to the Starter Project Terms, nor any waiver of any rights, will be effective unless in writing signed by you and Upwork. Notwithstanding the foregoing, to the extent permitted by applicable law, Upwork may amend the Starter Project Terms with prior notice at any time. Your continued use of the Starter Project Services after the effective date of a revised version of the Starter Project

Terms or notice to you of updated Starter Project Terms constitutes your acceptance of its terms and agreement to be bound by its terms.