

ADDENDUM TO UPWORK USER AGREEMENT

These Team Builder Terms for Clients and Addendum to the Upwork User Agreement (“**Team Builder Terms**”) supplement the terms and conditions set forth in the Upwork User Agreement and other Terms of Service (<https://www.upwork.com/legal/>) governing use of the Site and the Site Services available through the Upwork website located at www.upwork.com, as such terms may be updated from time to time. Unless otherwise expressly noted herein, the Team Builder Terms are governed by the Upwork User Agreement, and each capitalized term will have the same meaning as in the Upwork User Agreement. The term “**Client**” will refer to you.

YOU UNDERSTAND THAT BY USING TEAM BUILDER SERVICES FOR AN ENGAGEMENT, YOU ARE AGREEING TO BE BOUND BY THE TEAM BUILDER TERMS. IF YOU DO NOT ACCEPT THE TEAM BUILDER TERMS, YOU MAY NOT ACCESS OR USE THE TEAM BUILDER SERVICES TO ENGAGE A FREELANCER. IF YOU AGREE TO THE TEAM BUILDER TERMS ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT (1) YOU HAVE THE AUTHORITY TO BIND THE COMPANY; AND (2) YOU ARE AGREEING TO THE TEAM BUILDER TERMS ON BEHALF OF THE COMPANY. IN THAT EVENT, YOUR COMPANY WILL OWN THE ACCOUNT AND BE BOUND BY THE TEAM BUILDER TERMS, AND “YOU” AND “CLIENT” WILL REFER AND APPLY TO THE COMPANY.

SECTION 1. TEAM BUILDER SERVICES

To help with efficient use of the Site, Upwork offers Clients that post jobs seeking Freelancers for certain Longer Engagements an optional service whereby a talent scout will highlight profiles of Freelancers that are also seeking such Longer Engagements (“**Team Builder Services**”). Team Builder Services are a Site Service as defined in the User Agreement.

Team Builder Services are available only for Clients who have a verified payment method on file for their Upwork Account and who are seeking Freelancers for Longer Engagements.

For purposes of the Team Builder Terms, “**Longer Engagements**” are defined as Hourly Engagements of more than 3 months with a weekly minimum payment in an amount equal to at least 30 hours of Freelancer Services at the rate agreed on by the Client and Freelancer (hereinafter, “**Weekly Minimum Payment**”).

By using Team Builder Services for an Engagement, Client represents and agrees that Client is seeking to pay the Weekly Minimum Payment to the Freelancer in order to secure the Freelancer’s availability. Client (A) will pay the Freelancer the Weekly Minimum Payment for each weekly billing period starting the next Monday after the Service Contract begins, except for any week when the Service Contract is paused for billing on the Site for any period of time; and (B) authorizes Upwork or its Affiliates to automatically charge the Client’s Payment Method on file for the Weekly Minimum Payment for each weekly billing period when the Service Contract is not paused for billing for any period of time or closed. Client understands and agrees that the Weekly Minimum Payment is paid to secure the Freelancer’s availability and therefore will apply even if less than 30 hours of services were provided and may not be disputed by the Client on the ground that less than 30 hours of work was given to the Freelancer in any given week. Client will pay the agreed rate to the Freelancer for all services provided in any week that exceed 30 hours; however, Client may review and approve or dispute any hours above 30 in a week during the Dispute Period as set forth in the [Hourly Escrow Instructions](#).

Team Builder Services consist of a talent scout highlighting for Client the profiles and/or proposals of Freelancers who (i) are advertising skills in the category sought by the Client and (ii) have indicated they are seeking Longer Engagements. Client understands that any “screening” conducted for Team Builder Services relates only to these factors, and any statements about whether a Freelancer is “qualified” relates only to these factors and must be verified by the Client independently. **Upwork does not determine or complete the screening requirements for any Client’s particular Engagement and does not determine whether any Freelancer is qualified for any Client’s Engagement.**

SECTION 2. ROLE OF UPWORK

As detailed in the [User Agreement](#), the Site is a venue for Freelancers and Clients to find and enter into Service Contracts with each other. Upwork is not responsible for evaluating, investigating, or otherwise conducting any due diligence regarding Freelancers or their qualifications, skills, background, prior experience, worker classification, licensing, registrations or legal or tax compliance. All information regarding a Freelancer posted on the Site or provided as part of Team Builder Services is intended to be indicative or

illustrative only and is not intended to be a guarantee or warranty on the part of Upwork. Upwork is not responsible for and will have no liability for Client's use of or reliance on any Freelancer information posted or provided by or through Upwork or any talent scout.

Client understands and agrees that Upwork is not a party to the Service Contract, does not determine or control any term or condition of the Service Contract or Engagement, and has no control over any Freelancer or any Freelancer Services. Upwork does not have any power or authority to, and will not, determine any eligibility standards for any Engagement, select or hire any Freelancer to provide services to Client, negotiate or determine the amount or type of payment for Freelancer Services, or cause any Freelancer to accept any Service Contract or start or stop work. Client understands and agrees that Upwork does not determine or have any involvement with Freelancer assignments, productivity standards, scheduling, work hours, work locations, work methods, or working conditions; does not train, supervise, counsel, discipline, evaluate or terminate any Freelancer; does not give any instructions to any Freelancer about the Freelancer Services; and does not have any involvement with the work performed by any Freelancer. This Section 2 is in addition to and does not supersede, replace, or limit other similar terms in the User Agreement.

SECTION 3. CLIENT RESPONSIBILITIES

Client acknowledges and agrees that Client is solely responsible for undertaking the necessary research and due diligence to evaluate any Freelancer and any Freelancer information posted or posted or provided by or through Upwork or any talent scout. Client assumes all responsibility for engaging any Freelancer based on any Freelancer information received in connection with Team Builder Services.

Client further understands and agrees that Client is solely responsible for determining eligibility standards, determining and completing any screening requirements, and selecting which Freelancers to engage; negotiating and agreeing with the Freelancer on the amount and type of payment for Freelancer Services and any other terms or conditions of the Service Contract; describing the work to be done by each Freelancer and all communications regarding the work; and determining when Freelancer Services will commence and end. Any information from Upwork regarding the foregoing for any Engagement will not be construed as advice to Client or as binding on Client.

As set forth in greater detail in the User Agreement, **Client is responsible and assumes all liability for determining whether Freelancers are independent contractors or employees while providing services to Client and for engaging them accordingly.** Client understands and agrees that Upwork does not make any representation or provide any advice regarding the proper worker classification for any Engagement. For Freelancers that should be classified as employees, Client must sign up for and participate in the [Upwork Payroll](#) program made available on the Site, unless Client pays the Opt-Out Fee. For independent contractor relationships, Client may not require an exclusive relationship; a Freelancer classified as an independent contractor is free at all times to provide services to persons or businesses other than Client, including any competitor of Client. This Section 3 is in addition to and does not supersede, replace, or limit other similar terms in the User Agreement.

SECTION 4. OTHER TERMS

These Team Builder Terms together with the Upwork User Agreement and other Terms of Service represent the entire agreement between the Client and Upwork and supersede all prior agreements and understandings with respect to the matters covered by it. Client agrees that Client did not accept the Team Builder Terms based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to the Team Builder Terms by Client, nor any waiver of any rights, will be effective unless in writing signed by both Client and Upwork. Notwithstanding the foregoing, to the extent permitted by applicable law, Upwork may amend the Team Builder Terms with prior notice to Client at any time. Your continued use of the Team Builder Services after the effective date of a revised version of the Team Builder Terms or notice to you of updated Team Builder Terms constitutes your acceptance of its terms and agreement to be bound by its terms.

" 1.1.1,"Team Builder Terms for Clients","2016-10-19 16:48:04","

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Effective: October 6, 2016

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Client understands and agrees that Upwork is not a party to the Service Contract, does not determine or control any term or condition of the Service Contract or Engagement, and has no control over any Freelancer or any Freelancer Services. Upwork does not have any power or authority to, and will not, determine any eligibility standards for any Engagement, select or hire any Freelancer to provide services to Client, negotiate or determine the amount or type of payment for Freelancer Services, or cause any Freelancer to accept any Service Contract or start or stop work. Client understands and agrees that Upwork does not determine or have any involvement with Freelancer assignments, productivity standards, scheduling, work hours, work locations, work methods, or working conditions; does not train, supervise, counsel, discipline, evaluate or terminate any Freelancer; does not give any instructions to any Freelancer about the Freelancer Services; and does not have any involvement with the work performed by any Freelancer. This Section 2 is in addition to and does not supersede, replace, or limit other similar terms in the User Agreement.

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