

In order to maintain a safe and trusted marketplace [www.upwork.com](http://www.upwork.com) and all related and affiliated websites (the “Site”) and to avoid use of the Site for unauthorized or unintended purposes, we require you and all other users of the Site (each, a “User”) to agree to and comply with these Terms of Use (the “Terms”). These Terms set forth the acceptable and prohibited uses of our Site and are in addition to the other [Terms of Service](#). By accessing the Site or using any of the Site Services after the effective date, you agree to these Terms. You are also independently responsible for complying with all applicable laws related to your use of the Site or the Site Services whether or not covered by the Terms.

## 1. PROHIBITED SITE USE

The uses described in these Terms are prohibited regardless of where on the Site they occur. For example, the activities are prohibited in job posts, proposals, Upwork messages, communications with customer service or disputes, the community forum, and Client or Freelancer feedback.

### 1.1 Illegal, Fraudulent, Harmful, or Offensive Uses

You may not use, or encourage, promote, facilitate, or instruct or induce others to use, the Site or Services for any activities that violate any law, statute, ordinance or regulation; for any other illegal, fraudulent, harmful, or offensive purpose; or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive.

Examples of prohibited uses of the Site or Site Services include:

- Seeking, offering, or endorsing illegal, obscene, or pornographic services or activities, including services (i) that would violate the intellectual property rights, including copyrights, of another person, entity, service, product, or website or (ii) that would involve the creation, review, or editing of pornographic, erotic, obscene, or sexually explicit material;
- Posting content that is offensive, defamatory, profane, vulgar, obscene, threatening, discriminatory, illegal, pornographic, obscene or sexually explicit in nature;
- Seeking, offering, or endorsing any services that would violate Upwork’s Terms of Service or the terms of service of another website or any other contractual obligations;
- Seeking, offering, or endorsing any services that violate the academic policies of any educational institution;
- Fraudulently billing or attempting to fraudulently bill any Client, including by (i) falsifying or manipulating or attempting to falsify or manipulate the hours, keystrokes, or mouse clicks recorded in the Upwork Team App, (ii) reporting, recording, or otherwise billing clients for time that was not actually worked, or (iii) reporting, recording, or otherwise billing hours worked by another person as hours worked by you in a way that is misleading or false;
- Expressing a preference in a job post or proposal or otherwise unlawfully discriminating on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military/veteran status or any basis protected by applicable law;
- Posting content that is harassing towards another person or violates the rights of a third party;
- Posting identifying information concerning another person;
- Making or demanding bribes;
- Making or demanding payments without the intention of providing or receiving services in exchange for the payment; and
- Spamming other Users.

### 1.2 Illegal, Fraudulent, Harmful, or Offensive Uses

Upwork makes the Site and Services available for Clients and Freelancers to find one another, enter into service relationships, make and receive payments through escrow, and receive and perform Freelancer Services. Users are expected to use the Site and Services for their intended purposes and Users may not use the Site and Services in contravention of their intended purposes. The following are examples of prohibited use of the Site:

- Offering services for the sole purpose of obtaining positive feedback of any kind;
- Requesting, demanding, or receiving free services, including requesting Freelancers to submit work as part of the proposal process for very little or no money or posting contests in which Freelancers submit work with no or very little pay, and only the winning submission is paid the full amount;
- Requesting a fee before allowing another User to submit a proposal;
- Posting the same job multiple times so that more than one version remains active at a given time;
- Withholding payment or Work Product or engaging in any other conduct for the purpose of obtaining positive feedback from another User;
- Attempting to falsify, manipulate, or coerce another User by threatening to give negative feedback;
- Misusing the feedback feature to express views unrelated to the work, such as political, religious, or social commentary;
- Duplicating or sharing accounts;
- Selling, trading, or giving an account to another person without Upwork's consent;
- Sharing or soliciting contact information such as email, phone number, or Skype ID in a profile or job post;
- Soliciting or processing payment outside of Upwork in violation of the Terms of Service;
- Advertising products or services that are outside or beyond the scope of the Upwork marketplace; and
- Advertising on Upwork to recruit Freelancers to join an Agency or another website or company.

## 1.3 Using the Site to Post False or Misleading Content

All profiles, jobs, proposals, and other content posted to the Site must be truthful and not misleading. Here are examples of uses that are prohibited:

- Misrepresenting a Freelancer's experience, skills, or information;
- Impersonating any person or entity, including, but not limited to, an Upwork representative, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- Falsely attributing statements to any Upwork representative, forum leader, guide or host;
- Allowing another person to use your account, which is misleading to other Users;
- Falsely stating or implying a relationship with Upwork or with another company with whom you do not have a relationship;
- Falsely stating or implying a relationship with another User, including an Agency continuing to use a Freelancer's profile or information after the Freelancer no longer works with the Agency; and
- Falsely stating that one Freelancer will perform the work on a job when another will in fact perform the work, including submitting a proposal on behalf of a Freelancer that is unable, unwilling, or unavailable to do the work.

## 2. ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of these Terms. We may investigate violations and may remove, disable access to, or modify any content that violates these Terms.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate User information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms.

### **3. REPORTING AND CORRECTING VIOLATIONS**

If you become aware of any violation of these Terms, you must immediately report it to Customer Service. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Terms.