

This Freelancer Membership Agreement (“**Agreement**”) is part of and incorporates by reference the User Agreement and the other Terms of Service. Your continued use of the Site after the last modified date will signify your acceptance of this Agreement. Capitalized terms not defined in this Agreement are defined in the User Agreement, elsewhere in the Terms of Service, or have the meanings given such terms on the Site.

## Freelancer Membership Programs

Upwork offers several membership programs for Freelancers and Agencies. For purposes of this Agreement, “Member” or “you” means a Freelancer or Agency participating in a membership program.

Each membership program includes a certain number of “Connects,” which reserve monthly capacity for you to submit proposals for Engagements as described on the Site. If you are a paying Member, you have the right to purchase additional Connects at any time, subject to a cap determined by your membership program and other criteria. Connects you do not use by the end of the month do not carry over into the next month, unless you have a paid membership, in which case you may rollover up to two times the monthly allotment of Connects. The conditions under which unused Connects will rollover into the next month may vary from time to time and will depend on your membership program.

Upwork reserves the right to change membership fees, change the monthly number of Connects included in the membership programs, change the price for additional Connects or institute new fees at any time, upon reasonable notice posted in advance on the Site. No refunds of fees already paid will be given. If Upwork exercises its right to cancel a membership, Upwork will not refund the membership fee already paid.

## Taxes

Where applicable, Upwork may also collect taxes (such as value added tax (VAT) in Europe) on membership fees and the cost for Connects.

## Automatic Membership Renewal

You must pay your Upwork membership fees through your Upwork Escrow Account. The membership billing period begins on the date that Upwork receives payment. Upwork membership fees are calculated from the beginning of that billing period. Upwork automatically renews your Upwork monthly membership, and you irrevocably authorize and instruct Upwork Escrow Inc. to make the required monthly payments to Upwork on your behalf as described in the User Agreement. Automatic renewal occurs on the first day after the expiration date.

## Changes to Membership Program

If you change your membership program, the new program and, new billing period will then be based upon the date Upwork receives payment of the new membership fee. If you upgrade a membership, it will result in a new billing date effective upon the date of payment of the additional fees and, if applicable, will result in a credit of the unused portion of the existing category membership fees. If you downgrade a membership, you will not receive a refund or credit for the fees already paid. The downgrade will go into effect at the beginning of the next billing period. Upwork reserves the right to modify its membership programs at any time, upon a reasonable notice posted in advance on the Site.

For more information on upgrading, downgrading or canceling your membership, check the Site or contact Customer Support.