

These Jumpstarter Projects Program Terms of Use (“**Jumpstarter Terms**”) are part of and incorporate by reference the Upwork User Agreement and other Terms of Service. The Jumpstarter 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 JUMPSTARTER TERMS. IF YOU DO NOT ACCEPT THE JUMPSTARTER TERMS, YOU MAY NOT ACCESS OR USE ANY JUMPSTARTER SERVICES FOR ANY PROJECT.

SECTION 1. JUMPSTARTER PROJECT SERVICES DEFINED

The Jumpstarter Program aims to help Clients 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 (“**Jumpstarter Services**” and such projects posted by Clients, “**Jumpstarter Projects**”). If such sample project descriptions and budgets are not acceptable to Clients or not appropriate for the scope of the project, Client will post a project outside of the Jumpstarter Program. Upwork will assist Clients in using the Site if needed. If Freelancer does not consider the terms acceptable for any reason or for no reason at all, Freelancer is under no obligation to accept any Jumpstarter Project.

SECTION 2. SCOPE AND LIMITATIONS

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

Clients may only use Jumpstarter Services when they conclude that the scope and price are appropriate for their project. If the Client has needs that are not consistent with the Jumpstarter Projects, Client agrees that Client will post projects without using Jumpstarter Services.

Freelancer is under no obligation whatsoever to accept any Jumpstarter Project at all, and, if the Freelancer chooses, may decline every Jumpstarter Project. Freelancer’s acceptance or non-acceptance of any Jumpstarter Project will not affect in any way Freelancer’s ability to continue to use the Site for their business needs. By accepting a Jumpstarter Project, Freelancer understands and agrees that Freelancer will enter into a Services Contract directly with the Client on the stated terms.

All information about a project, Freelancer or Client obtained in connection with Jumpstarter 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, if they do not agree to the terms of the Jumpstarter Projects, agree that they will negotiate and determine the specific terms of their Service Contracts with each other. Users choose whether to use any Jumpstarter Project and may enter into new Services Contracts to 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 Services Contract, select or contract any Freelancer to provide services to a Client, determine or control any term or condition of the Service Contract or Project, or cause any Freelancer to accept any Service Contract or perform any Freelancer Services.

SECTION 4. OTHER TERMS

Together with the Upwork User Agreement and other Terms of Service, these Jumpstarter 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 Jumpstarter Terms based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to the Jumpstarter 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 Jumpstarter Terms with prior notice at any time. Your continued use of the Jumpstarter Services after the effective date of a revised version of the Jumpstarter Terms or notice to you of updated Jumpstarter Terms constitutes your acceptance of its terms and agreement to be bound by its terms.