

Referral Program

This Referral Program hereby incorporates by reference all terms, conditions rules, policies and guidelines on the Site, including the [Elance Terms of Service](#) ("**Terms of Service**"). Capitalized terms not defined in this Referral Program are defined in the Terms of Service.

This Referral Program is effective as of October 6, 2009. Your continued use of the Site after such time will signify your acceptance of this Referral Program.

Elance reserves the right to modify or terminate the Referral Program at any time upon 30 days notice.

REFERRAL PROGRAM TERMS

Elance will provide each Member ("**Referral Participant**") with a referral identifier ("**RID**") upon acceptance of registration with Elance. Elance will pay the Referral Participant the specified referral fee upon completion of any Eligible Registration or Eligible Transaction, as such terms are defined below. "**Eligible Registration**" occurs when a username identified with a Referral Participant's RID successfully completes Elance's registration process and Elance in its sole discretion accepts such registration. Registrations that: (1) are not in good faith, or (2) involve a registrant that has previously registered with Elance at any time, are NOT Eligible Registrations. "**Eligible Transaction**" means a bona fide transaction satisfying the requirements set forth on the Referral Program Web pages on the Site. The following transactions are NOT Eligible Transactions: (1) any transactions that do not arise from or are not connected with the Referral Participant's RID; (2) any transactions that involve a Client who previously purchased services through Elance; (3) any transactions that arise in connection with a pre-existing relationship between a Client and a Provider; (4) any transactions that arise in connection with a User's purchase of services for User's own use or for resale or commercial use of any kind, including but not limited to, orders for customers or on behalf of customers or orders for services to be used by the User or User's friends, relatives or associates in any manner; (5) any transactions which are not a bona fide arm's length transaction for the purchase of services; and (6) any transactions compensated separately under an Elance affiliate program. Site Users will be identified and linked to a Referral Participant's RID if they have clicked to the Site via a link tagged with that Referral Participant's RID. The Referral Participant is solely responsible for ensuring that links to Elance are correctly tagged with the RID Elance has provided to that Referral Participant.

REFERRAL FEES AND PAYMENT

We will pay a Referral Participant a "**Referral Fee**" for every Eligible Registration as a paid Provider on Elance and for each Eligible Transaction. Please consult with the Site for the current Referral Fees. Elance will track Eligible Registrations and Eligible Transactions and will make available to you reports summarizing such activity. The form, content and frequency of the reports may vary from time to time in Elance's sole discretion. Except as otherwise provided, Elance shall pay you Referral Fees that are owed, less any taxes or other amounts that Elance is required by law to withhold, within 30 days of each Eligible Registration and immediately upon payment of each Eligible Transaction. Payments shall be made directly into your Elance Account. All amounts shall be paid in US dollars. Elance reserves the right to investigate any suspicious, unprofessional or inappropriate registration or transactional activity. Elance also reserves the right to delay payment of any Referral Fees, at its sole discretion, while it conducts an investigation of such activity. If Elance, in its sole discretion, concludes that a particular registration or transaction was deceptive or did not qualify as an Eligible Registration or Eligible Transaction, respectively, you agree that Elance will not be obligated to pay any Referral Fees for such registration or transaction. If a service or registration upon which you have already been paid a Referral Fee is later charged back, cancelled within 30 days, breached, repudiated or rejected by a Client or Provider after payment and Elance is forced to remit fees, an amount equal to the Referral Fee for such service or registration shall be deducted from your Account.

CONTACTING US

If you wish to report a violation of the Terms of Service, have any questions or need assistance, please contact Elance Customer Support as follows:

Web Support: <http://www.elance.com/service>

Email: services@Elance.com

Phone: (Mon-Fri, 8 a.m. - 5 p.m. Pacific Time): 1-877-4-ELANCE (1-877-435-2623)

Online Help Topics: <http://www.elance.com/help>