

# Site Usage Policy

This Site Usage Policy 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 Site Usage Policy are defined in the Terms of Service.

This Site Usage Policy is effective as of October 6, 2009. Your continued use of the Site after such time will signify your acceptance of this Site Usage Policy. We reserve the right to modify the provisions in this Site Usage Policy without prior notice to you, so please check back often for updates.

## COMMUNICATION

Elance encourages detailed and professional communication between Clients and Providers through the Site. You are required to log onto the Site to manage Jobs and use the Workrooms to maintain an electronic record of all written communication including clarifications and agreements around scope, deliverables, milestones, timeframes, price, feedback on deliverables, requests for revisions, acceptance of deliverables and completion of milestones. You must transcribe into the Workroom all relevant emails, instant messages, telephone or in-person conversations between the Client and the Provider to maintain a record. If there is a dispute, all written communication on the Site, including Job posting, proposals, usage of the Terms and Change Order features, messages, and any communications transcribed to the Workroom will serve as the record for resolution of the dispute. A communication that is not saved in or copied to the Workroom cannot be submitted as evidence in the Elance Dispute Resolution process after a dispute is reported.

Elance provides a designated space in the Provider profile to enter email address, telephone number and instant message IDs. Providers must not enter contact information or solicit private communications in public messages, in Job descriptions, or sections of their Elance profile outside of the designated Contact Information fields.

## POSTING INFORMATION AND CONTENT

You agree to provide true, accurate and complete information whenever you post any information or content on the Site (including but not limited to posting a request for Provider Services, providing a proposal for a posted Job, posting your profile and providing feedback). You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks or other content regarding other Users, Members, Clients, Providers, Elance or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Members, Clients, Providers, Elance or any third party as a result of legally actionable or defamatory comments, remarks or other information or content which you post to the Elance Site. Under federal law (specifically, the Communications Decency Act of 1996), Elance is not legally responsible for any remarks, information or other content posted or made available on its Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. Elance is not responsible for and does not monitor or censor content for accuracy or reliability. Elance reserves the right to remove or restrict access to any information, content or Job posted or made available on the Site in its sole discretion, or if ordered to do so by a court, or if Elance considers such information or content to be in violation of the Elance Terms of Service.

## POSTING JOBS

As a Client, when posting Jobs and hiring Providers, you agree to the following guidelines:

- Post Jobs with clear scope, well-defined deliverables and required time frames. Do not hesitate to contact [Customer Support](#) for assistance with posting a Job.
- Answer clarifying questions from Providers and update the Job description.

- Accept a proposal only when it has a clear description of the work, well-defined deliverables and milestones, precise timeframes and payment terms.
- Evaluate multiple proposals against criteria important to you, such as a Provider's work experience, education, portfolio, certifications, references, feedback from prior Clients, location, communication style and cost.
- Ask the Provider to utilize the Terms feature on the Site to define key milestones and payment schedules.
- Ask for the Provider's office hours and standard response times.
- Once you have hired for your Job, log onto the Site to manage the Job and use the Workroom as described in the section entitled "Communication."

## **PROHIBITED JOB POSTINGS**

You agree NOT to do the following when you post a Job or transmit information on the Site:

- Post any Job, submit any proposal, or otherwise use Elance to transmit any content or conduct any transaction that would violate any applicable law or regulation in the U.S. and any other country.
- Post any Jobs that are fake, posted without the intention to hire or complete the Job, or posted only to receive pricing information.
- Post any Jobs that offer commission or equity compensation.
- Post any Jobs that request free services.
- Post any Job, proposal, deliverable or transmit any content that infringes a third party's intellectual property rights, license rights, the terms and conditions of use of such third party's Web site or copyrighted materials or such third party's rights of publicity or privacy.
- Post any Job, proposal, or deliverable or transmit any content related to or containing any adult or sexually explicit material.
- Post Jobs related to bulk email or spam, including but not limited to bulk email hosting, scripts, active code, programs, proxies, lists and relay servers.
- Post any Job, submit any proposal that violates, or has the potential to violate, the integrity of academic and professional applications, tests and work, for example, by passing off the skills, ideas or words of another as one's own; using another's production or content without crediting the source; presenting as new and original, ideas or products derived from an existing source; presenting fabricated facts, persons or sources as real.

## **PROHIBITED SITE ACTIVITIES**

You agree NOT to do any of the following on the Site:

- Post false or misleading information about a product, service or service request.
- Post logos, seals or slogans from third parties on the Site unless such material is provided by Elance or an Elance partner, or you have received express written permission from Elance to display such third-party logo, seal or slogan.
- Post or transmit any content that is profane, vulgar, racist, offensive, threatening, harmful, abusive, defamatory or disparaging.

- Post or transmit unprofessional or offensive comments about a User, Member, Provider, Client, Elance, or any third party.
- Suggest or solicit another User to contact you directly in order to buy or sell services outside of Elance.
- Post or introduce software on the Site that: (i) is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of this Site or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair this Site or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (iii) would permit you or any other person to access this Site or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment or transmit information (sometimes referred to as "traps," "access codes," or "trap door" devices, or "spyware"); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.
- Access, tamper with or use non-public or non-authorized areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- Tamper with postings of other Users, Members or Elance.
- Solicit or gather any User's or Member's information available from the Site, such as other usernames and email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, junk mail, spam or chain letters.
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site.
- Use robots, spiders, scrapers or other automated means to access information in our Site for any purpose without express written permission from Elance.
- Frame or link to the Site except as permitted in writing by Elance.
- Impersonate or misrepresent your affiliation with any person or entity.
- Require or request that a Provider deliver a free mock-up or proof of concept as part of a proposal submission or as a condition to consideration of a proposal.
- Repeat any action after you receive warning or request to desist from Elance, whether or not that action is explicitly prohibited in the policies stated on the Site.
- Fail to respond to an email from Elance regarding violation, dispute or complaint within two business days.
- Use the Site if you are not able to form legally binding contracts, are under age or are temporarily or indefinitely suspended from our Site.
- Take any action that may undermine the feedback or ratings systems (such as importing or exporting feedback information off the Site, or using feedback as an extortion mechanism).
- Copy, modify or distribute content from the Site, except for your own information and use, without the prior express written permission from Elance.
- Select a Client or hire a Provider on the basis of religion, sex or race.
- Violate a request by Elance to not post Jobs deemed by Elance in its sole discretion to be contrary to the interests of the Site or the Elance User community.

## **PROVIDING SERVICES**

### **Registering to Provide Services**

If you wish to provide services through Elance, you must complete the Provider registration process, pass the Elance admission test, and select a membership program. You agree to provide true, accurate, complete information and to update such information to maintain its truthfulness, accuracy and completeness. For purposes of your Elance registration information, your true, accurate, complete location is the primary place from which your Provider Services are rendered. Misleading information about your location is not allowed on Elance. At the beginning of your membership application, and from time to time thereafter, your Account may be subject to verification as well as editorial and feedback reviews. Elance can suspend or terminate your Account upon the discovery that any information you provided or posted is not true, accurate or complete, or as a result of other violations of the Elance Terms of Service.

### **Proposal Guidelines**

As a Provider, you agree to follow these guidelines when you submit a proposal:

- Provide proposals only for Jobs that you are a good fit for and you can complete within the Client's time frames.
- Help the Client clarify his or her needs and fully develop the Job scope and deliverables.
- Write a specific, detailed proposal with clear scope, deliverables and milestones.
- Set expectations that you can meet or exceed.
- Specify payment terms that tie to the completion of milestones.
- Specify how change orders will be handled.
- Specify how warranty work will be handled.
- Submit an accurate proposal reflecting your understanding of the scope of the Job and the amount of time/effort you plan to commit in order to provide high Client satisfaction.
- Inform the Client of your office hours and committed response time.
- Submit a new proposal when needed to reflect any changes to price, delivery date or approach, prior to the end of the proposal period.
- Not submit unreasonably low proposal prices or test proposals. If you wish to submit a proposal but require more information about the Job, post a message in the Public Messages area to request more information, indicating your assumptions regarding the Job scope in your proposal and making explicit that you will update the proposal once you receive more information.
- Not submit proposals that are made with the intent to commit fraud.
- Not submit boilerplate, placeholder or generic proposals.
- Not offer your services in exchange for good feedback or for free.

### **Job Fulfillment Guidelines**

You agree to the following Job fulfillment guidelines:

- Once you have been hired for a Job, log onto the Site to manage the Job and use the Workroom to maintain an electronic record of all written communication between you and the Client.

- Use the Workroom to record your understanding of the scope, deliverables, milestones, time frames, price, feedback, revisions, schedule changes, vacation, availability, delays, acceptance of deliverables, and completion of milestones.
- Transcribe relevant emails, instant messages, telephone or in-person conversations between you and the Client into the Workroom to maintain a record of what is agreed.
- If there is a dispute, the data that you enter on the Site and the contents of the Workroom will constitute the sole and exclusive record of facts and evidence for resolution of the dispute.
- Inform the Client if a committed deliverable will be missed, offering an explanation and proposing a revised date.
- Inform the Client if you will be unavailable for more than one business day.
- If you are unable to complete the Job, alert [Customer Support](#) so that Elance is aware of the situation and can offer assistance to the Client.
- Respond promptly, within 1 business day, to all Job-related communication, whether from the Client or from Elance.

#### **Audit Provisions and Record Keeping**

For a period of one year after accepting each Job, you agree to keep and maintain complete and accurate records related to the Provider Services that you perform for your Client, including the service description, the proposal and payment terms, and information on all repeat or follow-on Provider Services performed for each Client originated on Elance. If questions arise regarding services rendered, work performed or fees due to Elance, you agree to provide copies of these records and other relevant documentation to Elance within 20 days of Elance's request.

## **RATING AND FEEDBACK SYSTEM**

Always leave objective balanced feedback about the Users with whom you have transacted. You acknowledge and agree that the Site contains public feedback from Users with whom you have transacted. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Elance may calculate a composite feedback number based on these individual ratings. Providers agree to be rated by Clients along several criteria, as determined by Elance. Elance provides its feedback and rating system as a means through which Users can express their opinions publicly, and Elance does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Elance's attention. You may be held legally responsible for damages suffered by other Elance Users or third parties as a result of your remarks if a court finds that your remarks are legally actionable or defamatory. Under federal law, Elance is not legally responsible for any feedback or comments posted or made available on this Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable.

You agree to report violations or abuses of our rating and feedback system immediately by contacting [Customer Support](#), and agree not to take any actions that undermine the integrity of the feedback system, including but not limited to the following:

- Leaving feedback for yourself, using a secondary username or another Member's username.
- Leaving fake or inaccurate feedback for another User or Member.
- Soliciting other Elance Members to leave fake or inaccurate feedback.
- Threatening to leave negative feedback to induce another User or Member to perform a task not required by the Member Contract.

- Withholding deliverables or funds required by the Member Contract to induce another User or Member to leave positive feedback or no feedback.
- Feedback solicitation such as offering to sell or buy services in exchange for good feedback, trading feedback undeservedly or buying feedback.

In order to protect the integrity of the feedback system and protect Users from abuse, Elance will investigate and has the right (but is under no obligation) to remove posted feedback or information under the following scenarios:

- It seeks to elicit or solicit any User's contact information, such as other Users' email addresses, for any non-Elance related commercial or business purposes, or to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters."
- It contains language that is profane, vulgar, or racist or contains adult material. Insulting or inflammatory feedback is strongly discouraged but will not be removed.
- It is shown to have been left by any User who is in violation of Elance's Eligibility requirements, or by or for a User who has conducted any fraudulent transaction.
- It is not directly related to transactions conducted through Elance.
- It makes any reference to actions taken or purported to be taken by Elance or any law enforcement organization.
- Elance is provided with a ruling or settlement agreement from a valid and certified dispute resolution service, or is provided with a court order finding that the feedback or information posted is slanderous, libelous, defamatory or otherwise illegal.
- The User who posted the feedback or information provided Elance with false contact information during the transaction period (as verified by Elance) and cannot be contacted by Elance.
- The User who posted the feedback or information is participating in an Elance transaction with the intent of leaving feedback as part of a campaign to harass Elance member(s) (as verified by Elance).
- The User who posted the feedback or information informs Elance that it was intended for another User and posts the feedback or information for the appropriate User. This does not apply to feedback that was mistakenly marked negative instead of positive or vice versa, in which case the User can contact [Customer Support](#) to file a feedback review request.

## 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](mailto: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>