

Fiverr's Terms of Service

Last update: June 2025

The following terms of service (these "**Terms of Service**"), govern your access to and use of the Fiverr website and mobile application, including any content, functionality and services offered on or through www.fiverr.com or the Fiverr mobile application (the "**Site**") by Fiverr International Ltd. (8 Kaplan St. Tel Aviv 6473409, Israel) and its subsidiaries: Fiverr Inc. (26 Mercer St., New York, NY 10013, USA) and Fiverr Limited (6, Vasili Vryonides str., 3095 Limassol, Cyprus), as applicable. Fiverr International Ltd. and its subsidiaries are collectively referred hereto as "**Fiverr®**" "**we**" or "**us**" and "**you**" or "**user**" means you as an user of the Site.

Please read the Terms of Service carefully before you start to use the Site. By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Service, Fiverr Payment Terms, found [here](#) ("**Payment Terms**"), Fiverr's Community Standards, found [here](#), and any additional standards, conditions, policies, guidelines and in-product disclosures (collectively, the "**Terms**"), which are incorporated herein by reference. You further acknowledge, you have read and understood our Privacy Policy, found [here](#). If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein.

Our Customer Support team is available 24/7 if you have any questions regarding the Site or Terms. Contacting our Customer Support team can be performed by submitting a request [here](#). For additional information on our designated contact points, see [here](#).

IF YOU ARE A USER RESIDING IN THE UNITED STATES, PLEASE NOTE THAT THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE ALL DISPUTES BETWEEN US AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE ACTION. SEE SECTION 17 BELOW.

1. Representations and Warranties

This Site is offered and available to users who are at least 18 years of age and of legal age to form a binding contract. If you are under 18 and at least 13 years of age, you are only permitted to use the Site through an account owned by a parent or legal guardian with their appropriate permission. If you are under 13 you are not permitted to use the Site or the Fiverr services.

The Site is available only to users who are not subject to any economic sanctions or trade restrictions imposed by the United States, European Union or any other applicable jurisdiction.

By using the Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

2. Key Terms

AI Creation Models / AI Models are custom artificial intelligence models Sellers can train with their pre-existing work and content for the purpose of allowing Buyers to generate a new work and purchase it.

Buyers are users who purchase services on Fiverr.

Custom Offers are exclusive proposals that a Seller can create in response to specific requirements of a Buyer.

Fiverr Go means a suite of AI-powered tools, currently offering the AI Creation Model and Personal Assistant.

Gig® Extras are additional services offered on top of the Seller's Gig for an additional price defined by the Seller.

Gig® Packages allow Sellers to offer services in different formats and prices. Packages can include upgrades, which lets Sellers price their service for a basic price of over \$5.

Gig® Page is where the Seller can describe their Gig and the Gig's terms, and the Buyer can purchase the Gig and create an Order.

Gig® / Gigs® / Services are services offered on Fiverr, including via Custom Offer, Hourly Contracts, Seller AI Model and Logo Maker.

Hourly Contract means an Order based on an hourly Custom Offer with an Hourly Rate.

Hourly Limit / Weekly Hourly Limit means the limit on the working hours per week defined in an Hourly Contract.

Hourly Rate means the rate per hour agreed between Seller and Buyer for an Hourly Contract.

Hourly Weekly Report / Weekly Report means the working hours reported by Seller on a weekly basis in connection with an Hourly Contract.

Logo Design is an original design for a logo uploaded by a Seller through the Fiverr Logo Maker.

Logo Maker is the automated Logo Design tool offered by Fiverr to users as further explained in these Terms of Service.

Order Page is where Buyers and Sellers communicate with each other in connection with an ordered Service.

Orders are the formal agreements between a Buyer and Seller, including orders via Gig Page, Custom Offer, Hourly Contracts, Seller AI Model and Logo Maker.

Professions is where eligible Sellers can showcase the Services they offer on Fiverr based on specific skills.

Sellers / Freelancers are users who offer and provide Services on Fiverr.

Seller Page is where Sellers can include all of their information, present a portfolio of other works, showcase their Professions and anything that could be helpful to Buyers.

3. Overview (main terms, in a nutshell)

- Only registered users may buy and sell on Fiverr. In registering for an account, you agree to provide us with accurate, complete and updated information regarding your business or personal details, and update such details as required, without undue delay. In addition, you must not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.
- Sellers determine their pricing, at their sole discretion. Services on Fiverr may be offered at a base starting price of US\$5 and a minimum Hourly Rate of US\$7.25. Fiverr reserves the right to set a higher base starting price in certain categories.
- Buyers pay Fiverr in advance to create an Order, as further detailed on the [Payment Terms](#). For Hourly Contracts, Fiverr Pro Clients pay once a week, every Monday, for the hours detailed in the Hourly Weekly Report (for more information, see the Hourly Contract section on the [Payment Terms](#)).
- For fees and payments please read the [Payment Terms](#).
- Sellers must fulfill their Orders, and may not cancel Orders on a regular basis or without cause. Cancelling Orders will affect Sellers' reputation and level.
- Sellers gain account levels based on their performance metrics. You can read more about it on the Levels section below.
- Users may not offer or accept payments using any method other than placing an Order through Fiverr.com.

- When purchasing on Fiverr, Buyers are granted all rights for the delivered work, unless otherwise specified by the Seller on their Gig page or unless agreed otherwise between Seller and Buyer. Note: some Gigs charge additional payments (through Gig Extras) for Commercial Use License. See our “[Ownership](#)” and “[Commercial Use License](#)” sections below for more information.
- Fiverr is a marketplace for digital services offered by Sellers. Buyers confirm they will engage all Sellers as independent contractors and will not exercise control over how they perform their work, nor provide supervision or direction on the manner or means by which the services are completed.
- Fiverr retains the right to use all delivered work that the Buyer agreed to publish as part of a review or otherwise make public, and Logo Designs, for Fiverr marketing and promotion purposes and/or other purposes relevant for the operation and function of the Site.
- We care about your privacy. You can read our Privacy Policy [here](#).
- Fiverr offers its users the Logo Maker, which allows certain Sellers to offer various original logo designs for Buyers to adjust and customize per their own specific needs, using special automated design tools. Through the Logo Maker, Buyers purchase full commercial use rights to the Logo Design embedded with their brand name.
- If you are buying on Fiverr Pro (“**Pro Client**”), an end-to-end solution for businesses with curated freelance talent, please refer to Fiverr Pro Terms of Service available [here](#).

4. Sellers

4.1 Basics

- Sellers create Gigs on Fiverr to allow Buyers to purchase their services.

- Sellers may also offer Custom Offers and create their own Fiverr Go AI Creation Models. Eligible Sellers may also offer eligible Pro Clients, Custom Offers on hourly basis as detailed below.
- For information about receiving payments, fees and taxes see the [Payment Terms](#).
- Sellers may not promote their Gigs, Seller Page or any Fiverr content via the Google Ads platform.
- The Seller's rating is calculated based on the reviews posted by Buyers or Pro Account Team Members (for Fiverr Pro). High ratings allow Sellers to obtain advanced Seller levels. In certain cases, exceedingly low ratings may lead to the suspension of the Seller's account (see Levels section below).
- Sellers must obtain a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of their services.
- If you declare yourself to sell on Fiverr for purposes relating to your primary job or profession, you will be considered as a "Business Seller" and the following additional term will apply to you: (i) Upon creating a Gig, or upon our request, Business Sellers, will be required to submit the following information and documents to Fiverr: (a) Name, address, telephone number and email address; (b) Copy of an identification document (e.g. identity card, passport) or other electronic identification as may be required by us; (c) Payment details; (d) Trade registration number or equivalent means of identification and the trade register in which the Business Seller is registered (if applicable); (e) Self certification by the Business Seller committing to only offer products or services that comply with the European Union applicable regulations; and (f) Upon our request, further appropriate documents that prove the information provided. (ii) If a Business Seller fails to provide this information and documents within a given reasonable deadline, Fiverr may restrict or suspend the account.

4.2 Gigs®

- Sellers are allowed to post a select amount of active Gigs based on their level status, as further detailed [here](#).

- Gigs created on Fiverr are User Generated Content.
- Gigs and/or users may be removed by Fiverr from the Site for violations of the Terms, which may include (but are not limited to) the following violations and/or materials:
- Illegal or fraudulent services
- Copyright Infringement, trademark infringement, and violation of a third party's terms of service reported through our Intellectual Property Claims Policy found here
- Adult oriented services, pornographic, inappropriate/obscene
- Intentional copies of Gigs
- Spam, nonsense, violent or deceptive Gigs
- Gigs misleading to Buyers or others
- Reselling of regulated goods
- Offering to prepare academic works on behalf of Buyers
- Low quality services or deliveries
- Promoting Fiverr and/or Fiverr Gigs through activities that are prohibited by any laws, regulations and/or third parties' terms of service, as well as through any marketing activity that negatively affects our relationships with our users or partners.
- Gigs that are removed for violations mentioned above, may result in the suspension of the Seller's account.
- Gigs that have been permanently removed for violations are not eligible to be restored or edited.

- Gigs may be removed from our listings due to violations of our Terms, poor performance, and/or user misconduct.
- Gigs may include website URLs to pre-approved URL-patterns contained within the Gig description and requirements box. Gigs containing websites promoting content, which violates Fiverr's Terms, will be removed.
- Gigs are required to have an appropriate Gig image related to the service offered. Sellers must deliver the same quality of service as shown on their Gig images. Recurring deliveries that don't match the quality shown on the Gig images may lead to the Seller's account losing Seller level or becoming permanently disabled.
- Gigs may contain an approved Gig video uploaded through the Gig management tools available on Fiverr, as further described [here](#).
- Statements on the Gig Page that undermine or circumvent these Terms are prohibited.
- Eligible Gigs may set up Gig Packages to offer their services in structured formats with multiple price points for the selected Gig.
- Certain categories are available only to Pro Freelancers to create Gigs. If you are not a Pro Freelancer, creating a Gig for services available to Pro Freelancers only may result in removal of your Gig.

4.3 Gig® Extras

- Gig Extras are additional services offered on top of the Seller's Gig for an additional price defined by the Seller.
- Gig Extras may be removed for violations of our Terms. For specific terms, please see the Gigs section above for a list of services that violate our Terms. Gigs are subject to be removed due to violations found in Gig Extras.
- Services offered through Gig Extras must be related to the base service and part of the deliverables on the Order.

- Gig Extras may cover different categories of services that are components to a higher quality delivered service.
- Sellers have the option to extend the duration of an Order for each Gig Extra that is added to the Order. This is to cover the time needed to complete the extra service.

4.4 Levels

Our level system empowers Sellers with metrics demonstrating what drives their progress. As Sellers gain more experience on the platform and advance to higher Levels, they will be eligible for new benefits and tools.

- Fiverr Sellers can gain account levels based on their activity and performance metrics. For Top Rated Seller Level (TRS), eligibility is also based on manual evaluation. Details about the level criteria and the relevant performance metrics can be found [here](#).
- In certain categories, the TRS evaluation process may require sellers to complete mandatory tests or other verification steps.
- Fiverr may update the level criteria and the benefits and tools per level from time to time.
- Violations of these Terms, may result in your account being placed on hold from progress in the leveling system, excluding your account from participation in the leveling system and/or affect your eligibility to certain benefits and tools.

4.5 Pro Freelancers

- Pro Freelancers are pre vetted hand-selected professionals vetted by Fiverr. Applying for Fiverr Pro is open to everyone: new and existing Freelancers.

- Pro Freelancers eligibility is constantly evaluated by Fiverr to ensure that the quality standards and expectations of the Pro Freelancer selection is kept. Fiverr retains the right to change a Pro Freelancer status in light of such evaluation. In addition, Pro Freelancers who cannot maintain their high quality service through a severe drop in ratings, stop delivering on time, increased cancellation rate or violate our Terms, also risk losing their Pro status and the benefits that come with it.
- As part of Fiverr Business Solutions, Pro Freelancers public profile will also be featured on [Fiverr Enterprise](#) catalog. Pro Freelancers may opt-out from [Fiverr Enterprise](#) catalog [here](#).

4.6 Seller Features

Fiverr Sellers have access to several exclusive features that help customize the way their services can be offered.

Custom Offer

- Sellers can send Custom Offers addressing specific requirements of a Buyer.
- Custom Offers are defined by the Seller with the exact description of the service, the price and the time expected to deliver the service.
- Custom Offers are sent from the conversation page.
- Services provided through Custom Offers may not violate Fiverr's Terms.

Fiverr Go

Sellers who wish to use Fiverr Go solutions must subscribe to the relevant programs, as detailed in Fiverr's [Seller Programs Terms of Service](#). Fiverr Go currently offers:

- AI Creation Models, allowing sellers to create their custom models with their pre-existing work and content for the purpose of allowing Buyers to generate a new work and purchase it.
- AI virtual assistant that helps Sellers manage communications with Buyers (**“Personal Assistant”**).

Hourly Contract

- Eligible Sellers may offer eligible Pro Clients with Hourly Contracts.
- The Custom Offer sent by Seller must address the Hourly Rate and estimated number of working hours during the Hourly Contract. The minimal number of working hours on Hourly Contracts is 8 hours.
- Pro Clients can also ask Seller to define an Hourly Limit on the number of working hours per week, and in such case Seller must include such details in the hourly Custom Offer. Pro Client can modify the Hourly Limit, at any time, and such modification will enter into force immediately. If during a specific week the Seller already reported working hours, the updated Hourly Limit cannot exceed the number of hours already reported by Seller in the same week.
- Each of Pro Client and Seller can terminate the Hourly Contract at any time, upon a 24 hours prior notice via the Hourly Contract Order Page. Pro Client can also pause the Hourly Contract at any time, upon a 24 hours prior notice. Sellers must report their working hours, and provide the delivery of their work within the said 24 hours prior notice period and Pro Client must pay the applicable amount on the next weekly billing cycle (as detailed in the [Payment Terms](#)).
- Any Hourly Contract that had no activity during a period of 3 months will be automatically terminated.
- Time reporting:

- Sellers should report their hours immediately after performing the work, with sufficient information describing the work performed by them. Once Sellers log their working hours, it will be sent to the client for their review. Sellers are welcome to add additional information and attach any relevant files to provide additional context. Such additional information might be used by Fiverr's Customer Support in case of a dispute.
- Sellers reported hours must be accurate and complete, reflecting true working hours, all in accordance with the Hourly Contract.
- Sellers acknowledge and understand they will not be paid for any reported hours exceeding the Hourly Limit as well as any time significantly exceeding the time estimation.
- All working hours performed during a week must be reported by Sunday, 23:59 UTC. Any hours not reported within this deadline will not be included in the Weekly Report and the Seller will not be paid for it.
- Additional information about Hourly Contracts is available [here](#).

Project Milestones

- Gigs and Custom Offers above \$100 may include up to six project milestones, the minimum amount for each milestone is \$50 and the project should include at least two milestones. Each milestone is paid and delivered separately in accordance with each Gig or Custom Offer's description and timelines.
- Once a milestone is delivered and marked as completed, Buyers may choose to either continue with the Order and pay for the next milestone, or to stop the Order. If Buyer does not pay for the next milestone within 10 days of acceptance of previous milestones, the Order under the next milestones will not start. A milestone will be automatically marked as complete if no acceptance or request for modification were submitted within 8 days after being marked as Delivered, however, in such case all further milestones will not start.

Gig Subscription

- Eligible Sellers may offer Buyers a fixed term subscription for a specific Gig (the “Gig Subscription”). During the Gig Subscription term, Seller will deliver one Order of the same Gig on a recurring basis, as agreed between the Seller and Buyer.
- Buyers may cancel future Orders under the Gig Subscription before payment is made for such future Orders. In such case, the Orders under the Gig Subscription will be cancelled, as applicable. Once payment is made, Fiverr’s Order Cancellation policy under the [Payments Terms](#) will apply.
- Sellers may cancel the Gig Subscription up to 10 days before the next consecutive Order. Otherwise, Fiverr’s Order Cancellation policy under the [Payments Terms](#) will apply.

Stock Media

- Eligible Gigs have the option to access and use a catalog of licensed images, music and footage clips (“**Stock Media**”).
- Sellers earn 20% of the fees charged directly for standard license Stock Media. Fiverr may offer Buyers to enhance their standard license after the purchase, and such enhanced license does not entitle Sellers to additional revenue share.
- Important: Each selected Stock Media item is authorized for a one time use. The selected media item must be integrated into the delivered work only and must not be used as a stand-alone or for recurring use. Sellers are not authorized to share the original image file with the Buyer or any third party. In addition, Stock Media are governed by special license terms, that are set forth by Shutterstock. Please see the full Stock Media license terms [here](#).
- Important: If you cancel an Order that includes Stock Media, the license to these Stock Media will be canceled as well and you will no longer be able to use these Stock Media.

- Please note that Stock Media is available for purchase by everyone and is not owned exclusively by the Buyer.
- Users can contact Fiverr's customer support department for assistance [here](#).

4.7 Shipping Physical Deliverables

Some of the Services on Fiverr are delivered physically (arts and crafts, collectable items, etc.). For these types of Gigs, Sellers may decide to define a shipping pricing factor. The following must apply in case Seller and Buyer agreed on Shipping Physical Deliverables:

- Gigs that include a shipping pricing factor must have physical deliverables sent to Buyers.
- Shipping costs added to a Gig only pertains to the cost Sellers require to ship physical items to Buyers.
- Important: Buyers who purchase Gigs that require physical delivery, will be asked to provide a shipping address.
- Sellers are responsible for all shipping arrangements once the Buyer provides the shipping address.
- Fiverr does not handle or guarantee shipping, tracking, quality, and condition of items or their delivery and shall not be responsible or liable for any damages or other problems resulting from shipping.
- A tracking number is a great way to avoid disputes related to shipping. We require entering the tracking number if available in the Order Page when delivering your work.

5. Buyers

5.1 Basics

- You may not offer direct payments to Sellers using payment systems outside of the Fiverr platform.
- Fiverr retains the right to use all delivered work that the Buyer agreed to publish as part of a review or otherwise make public, and Logo Designs, for Fiverr marketing and promotion purposes and/or other purposes relevant for the operation and function of the Site.
- Services and AI generated content requested by Buyer must comply with Fiverr Community Standards.
- Buyers are solely responsible for reviewing any potentially AI-Generated Delivery (as defined below) and other generated content and briefs, and ensuring it fits their needs and complies with Fiverr's Community Standards.
- When placing an Order on the Fiverr platform you may only use funds that were obtained from legal sources and are not, directly or indirectly, connected to any unlawful or fraudulent activities.

5.2 Purchasing

- Please refer to the Payment Terms for making payments through the Site and to learn about fees and taxes.
- You may not offer Sellers to pay, or make payment using any method other than through the Fiverr.com site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support here.

5.3 Recommendation System

We make personalized recommendations of content to our users in order to enhance the experience on Fiverr. To learn more about Fiverr's Recommendation System, see here.

6. Orders

6.1 Basics

- Once payment is confirmed, your Order will be created. For Hourly Contracts, once payment of the Order Initiation Fee is confirmed the Order will be created.
- An Order is marked as Complete after it is marked as “Delivered” and then accepted by a Buyer. An Order will be automatically marked as “Complete” if not accepted and no request for modification was submitted within 3 days after the Order was marked as “Delivered”. The Buyer may extend such period by up to 5 additional days.
- For Hourly Contracts, a Weekly Report will be automatically marked as complete if not disputed within 72 hours after charging the Client's payment method.
- For Orders via AI Models, an Order is created once payment is processed and is automatically marked as complete upon download of the AI-Generated Delivery. In case the AI-Generated Delivery was not downloaded, it is marked as complete within 24 hours after purchasing.
- Orders through the Logo Maker are completed once payment is made by the Buyer.
- A milestone (on an Order with milestones) is marked as “Complete” after it is delivered by the Seller and then accepted by the Buyer. A milestone will be automatically marked as “Complete” if no acceptance or request for modification were submitted within 8 days after being marked as Delivered, however, in such case the Order will stop and all further milestones will not start. Once a milestone is delivered and accepted, Buyers may choose to either continue with the Order and pay for the next milestone, or to stop the Order. If Buyer does not pay for the next milestone within 10 days of acceptance of previous milestones, the Order under the next milestones will not start. Please note that if you choose to stop future milestones, the current ordered milestone will not be cancelled.
- Buyers may purchase a Gig Subscription, if available on the Seller's Gig Page. During the Gig Subscription term, a new Order of the same Gig will be automatically created on a recurring basis, as agreed between the Seller and Buyer. By purchasing a Gig

Subscription, you authorize us to automatically charge you for each Order under the Gig Subscription from your Fiverr Balance or saved payment method, as applicable. If you do not have any Fiverr Balance or a saved payment method, you will be requested to approve the payment prior to the next Order. In case a payment is not processed or made by Buyer, for any other reason, the Orders under the Gig Subscription will be canceled. Buyer may also cancel future Orders under the Gig Subscription before payment is made for such future Orders. Once payment is made, Fiverr's Order Cancellation policy under the [Payments Terms](#) will apply. Please note that Sellers can cancel future Orders under the Gig Subscription 10 days prior to the next consecutive Order.

- Certain Gigs that offer local services might require Buyers and Sellers to meet in person in order for the Seller to perform the service. In such cases, users should note that Fiverr does not guarantee the behavior, conduct, safety, suitability or ability of either Buyers or Sellers. Both Buyers and Sellers agree that the entire risk arising out of their meeting and/or their use or performance of local services remains solely with them, and Fiverr has no responsibility or liability related to any local services provided by the Sellers. In the event that the service is performed on the Buyers' premises, Buyers are encouraged to maintain proper insurance policies to cover their liability as the premise owner. Fiverr's Terms remain applicable to Orders that are performed outside of the marketplace (including, among others, the below restrictions on Unlawful Use, Inappropriate Behavior & Language, and Targeted Abuse).

6.2 Handling Orders

- When a Buyer places an Order, the Seller is notified by email as well as notifications on the Site while logged into the account.
- Sellers are required to meet the delivery time they specified when creating their Gigs or Custom Offer. Failing to do so will allow the Buyer to cancel the Order when an Order is marked as late and may harm the Seller's level.
- Sellers must send completed files and/or proof of work when marking the Order as "Delivered".

- The Deliver Work button may not be abused by Sellers to circumvent Order guidelines described in these Terms. Using the “Deliver Work” button when an Order was not fulfilled may result in a cancellation of that Order after review, affect the Seller’s rating and result in a warning to Seller.
- Users are responsible for scanning all transferred files for viruses and malware. Fiverr will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
- Buyers may use the "Request Revisions" feature located on the Order Page while an Order is marked as Delivered if the delivered materials do not match the Seller's description on their Gig Page or they do not match the requirements sent to the Seller at the beginning of the Order process.
- Fiverr reserves the right to mark Orders as “completed” after a revision has been requested in cases where Buyers have not been responsive with their Sellers or if we recognize abuse of the Fiverr Order system.

6.3 Reviews

- Reviews provided by Buyers are an essential part of Fiverr's rating system. To Learn more about Fiverr’s review system, please see [here](#).
- Reviews will not be removed unless there are clear violations of our Terms.
- To prevent any misuse of our review system, all reviews must come from legitimate and eligible orders, as further detailed [here](#). Purchases arranged, determined to artificially enhance Seller ratings, or to abuse the Site, may result in a permanent suspension of all related accounts.
- Withholding the delivery of services, files, or information required to complete the Gig’s service with the intent to gain favorable reviews or additional services is prohibited. Sellers may not solicit the removal of feedback reviews from their Buyers through mutual cancellations.

- Once both Seller and Buyer have completed their reviews, or the applicable review period has passed, all posted reviews are made public.
- Work samples are added to a Seller assets on Fiverr if the Buyer chooses to publish the delivery while providing a public feedback review, or in case of an AI-Generated Delivery - if the Buyer chooses to allow others to see it.
- Reviews are not available for AI-Generated Deliveries on Fiverr Go

7. Fiverr Go

7.1 Ordering on Fiverr Go AI Creation Models

- **Generating Content.** Buyers can access Sellers' AI Models, when available, and initiate content generation by entering prompts and instructions. The AI Model generates a watermarked preview, which Buyers can review before purchasing and downloading.
- **Daily Usage Limits.** Generating content by Buyers is subject to a daily limit. Buyers receive a daily allocation of free drafts they can generate, which automatically renew every 24 hours. Fiverr reserves the right to update the daily limit, for any reason and at its sole discretion at any time.
- **Purchasing AI-Generated Delivery.** Payment is processed immediately, and the AI generated delivery is available for download after the purchase ("**AI-Generated Delivery**").
- **Involving a Seller for Customization.** Buyers can request Sellers, within 24 hours after purchasing, to perform one edit to the AI-Generated Delivery in the scope defined by the Seller. Buyers can always contact the Seller and request further edits or requirements via a Custom Offer.

7.2 Content

- **Content Responsibility & Compliance.** Sellers must ensure that any content and materials used to train their AI Model are their original work, do not infringe on third-party rights and comply with all Fiverr's Terms, including as detailed in section 10 below (titled "**User Generated Content**") and Fiverr's Community Standards. Sellers are solely responsible for any content and materials used to train their AI Model, as well as any output and AI-generated Delivery based on their content.
- **Ownership in Input.** To the extent permitted by applicable laws and provided that Sellers hold the necessary rights, Sellers retain their rights in content used to train the AI Model. No Seller is entitled to use another Seller's AI Model.
- **Ownership of AI-Generated Delivery.** As between Buyers and Sellers, to the extent permitted by applicable laws and subject to full payment, Buyers own the AI-Generated Delivery. For Voice Over AI-Generated Deliveries, to the extent permitted by applicable laws and subject to full payment, Sellers grant Buyers a perpetual, non-transferable, royalty free, worldwide license to use the purchased Voice Over for commercial and broadcasting purposes.
- **Similarity of Content and Non-Exclusivity.** Due to the nature of AI systems, AI-Generated Delivery may not be exclusive and other users may receive similar or identical content. Neither Fiverr nor the Sellers guarantee that any AI-Generated Delivery is unique or exclusive.
- **Use of AI-Generated Delivery by Seller.** If Buyers allow Sellers to publicly display their AI-Generated Delivery, Sellers may use it to train their AI Creation Models.
- **Using AI-Generated Delivery.** Buyers are responsible for ensuring that their use of AI-Generated Delivery does not infringe on any third party rights and complies with these Terms and applicable laws, including intellectual property rights like copyrights or trademarks.
- **AI-Generated Content Limitations.** AI models generate content algorithmically, and results may sometimes contain unintended biases, incorrect, incomplete or offensive information. Fiverr does not guarantee the accuracy, reliability, uniqueness or suitability for specific purposes of AI-Generated Delivery or any other AI generated content. You should not rely on such AI-Generated Delivery or any other

AI generated content as a sole source of truth. You must evaluate it for accuracy and appropriateness for your use case, including using human review as appropriate.

- **No Rights in Fiverr Go.** Nothing in this section shall grant Sellers or Buyers any rights in Fiverr Go, or any third party technology used in respect to Fiverr Go.

8. Fiverr Logo Maker

Fiverr Logo Maker allows certain Sellers to offer various original logo designs (each, a “**Logo Design**”) for Buyers to adjust and customize per their own specific needs, using special automated design tools. Through the Logo Maker, Buyers purchase full commercial use license (as further detailed below) to the Logo Design embedded with their brand name.

Fiverr Logo Maker Sellers are chosen manually by Fiverr editors through an ongoing review process based on quality of designs, seniority, volume of sales, high ratings, exceptional customer care, high order completion rate and more. We may use automated systems that analyze Sellers uploaded Logo Design to help detect and prevent infringement or other illegal content, as well as limit the number of active Logo Designs each Seller can offer.

By uploading a Logo Design to Fiverr Logo Maker you represent and warrant that it is your original work, you exclusively own all rights to such design, and it does not infringe any third party rights. You further warrant that such design was never sold before to anyone and that you will not offer it for sale outside of Fiverr Logo Maker.

8.1 Editing Tool Commercial Use License

In addition to purchasing a Logo Design, Buyers can purchase a package that allows them to create one or more Logo Design variations with the Logo Maker's editing tool. When purchasing a package that offers the Logo Maker's editing tool, Fiverr grants Buyers a remunerable, non-exclusive, non-transferable, non-sublicensable, and personalized right to access the Logo Maker's editing tool for the purpose of editing the Logo Design.

Please note that reselling the Logo Design and/or Logo Design variations is forbidden and may result in restrictions to your account. Fiverr reserves the right to provide you with generally available updates to the editing tool and/or terminate the service at its sole discretion.

8.2 Logo Design Commercial Use License

When an Order through the Logo Maker is completed, and subject to payment, the Seller grants the Buyer a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to use the Logo Design embedded with the Buyer's brand name for any purpose, except for any illegal, immoral or defamatory purpose. There is no warranty, express or implied, with the grant of this license, including with respect to fitness for a particular purpose. Neither the Seller nor Fiverr will be liable for any claims, or incidental, consequential or other damages arising out of this license, the Logo Design or the Buyers use of the Logo Design. For the avoidance of doubt, the Seller retains all ownership rights to the Logo Design, and no ownership or copyrights are granted to the Buyer.

9. User Conduct and Protection

Fiverr enables people around the world to create, share, sell and purchase nearly any service they need at an unbeatable value.

Fiverr maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Fiverr. This section relates to the expected conduct users should adhere to while interacting with each other on Fiverr.

To report a violation of our Terms, User Misconduct, or inquiries regarding your account, please contact our Customer Support team [here](#).

9.1 Basics

- Requesting or providing email addresses, third party messaging applications, telephone numbers or any other personal contact details to communicate outside of

Fiverr in order to circumvent or abuse the Fiverr messaging system or Fiverr platform is not permitted.

- Any necessary exchange of personal information required to continue a service may be exchanged within the Order Page.
- Fiverr does not provide any guarantee of the level of service offered by Sellers to Buyers. You may use the dispute resolution tools provided to you in the Order Page.
- Fiverr does not provide protection for users who interact outside of the Site.
- All information and file exchanges must be performed exclusively on the Site.
- Rude, abusive, or improper language, and violent or threatening messages will not be tolerated and may result in an account warning or the suspension/removal of your account.
- You undertake not to discriminate against any other user based on gender, race, age, religious affiliation, sexual orientation or otherwise and you acknowledge that such discrimination may result in the suspension/removal of your account.
- Users may not submit proposals or solicit parties introduced through Fiverr to contract, engage with, or pay outside of Fiverr.

9.2 Orders

- Users with the intention to defame competing Sellers by ordering from competing services will have their reviews removed or further account status related actions determined by review by our Trust & Safety team.
- Users are to refrain from spamming or soliciting previous Buyers or Sellers to pursue removing/modifying reviews or cancelling Orders that do not align on Order Cancellation or Feedback policies.

9.3 Gigs & Seller Page

- Sellers warrant that any content included in their Services, AI Creation Model, Gig Page and Seller Page, is original work conceived by the Seller and does not infringe any third party rights, including, without limitation, copyrights, trademarks or service marks. In the event that certain music or stock-footage media are incorporated within the Service, AI Creation Model, Gig Page or Seller Page, Sellers represent and warrant that they hold a valid license to use such music and/or footage and to include them in the Gigs.
- Users may report Gigs or Services, that may be in violation of Fiverr's Terms based on the reported Gig's replicated similarity to pre-existing services (copycat Gigs) through our reporting system or to Customer Support.
- Sellers using Fiverr Go must ensure that any materials used to train their AI Creation Models and Personal Assistant comply with Fiverr's Terms and do not infringe on third-party rights.
- Fiverr will respond to clear and complete notices of alleged copyright or trademark infringement. To learn how to report IP violations click [here](#). If you are reporting copyright or trademark infringement, see our designated Intellectual Property Claims Policy [here](#).

9.4 Reporting Violations

If you come across any content that may violate our Terms and/or our Community Standards, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms. All cases are reviewed by our Trust & Safety team. Our decision, among others, may rely on the information that you provided to us. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information. Any misuse of our reporting system, as further detailed [here](#), may result in a restriction or a permanent suspension of the related accounts.

9.5 Violations

- Users may receive a warning to their account for violations of our Terms or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and will be displayed for such user on the Site. Warnings do not limit account activity, but can result in your account being placed on hold from progress in the leveling system, excluding your account from participation in the leveling system, affect your eligibility sell on the platform, or to certain benefits and tools, remove your Gigs from our listings or lead your account to becoming permanently disabled.
- If we have taken action against a user's account or a Gig(s), for the violation of our Terms, we will send the user an email explaining the reasons and basis for such actions as well as their options regarding an additional review. For more information see our Notices and Appeals section.

Non-Permitted Usage

- **Adult Services & Pornography** - Fiverr does not allow any exchange of adult oriented or pornographic materials and services.
- **Inappropriate Behavior & Language** - Communication on Fiverr should be friendly, constructive, and professional. Fiverr condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between individuals, a system to rate orders, and to engage on larger platforms such as our Community Forum and Social Media pages.
- **Phishing and Spam** - Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their Services or Orders.
- **Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in the Order Page. Sellers further confirm that whatever information they receive from the Buyer, which is not public domain,

shall not be used for any purpose whatsoever other than for the delivery of the work to the Buyer. Any users who engage and communicate off of Fiverr will not be protected by our Terms of Service.

- **Authentic Fiverr Profile** - You may not create a false identity on Fiverr, misrepresent your identity, create a Fiverr profile for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. Fiverr reserves the right to require users to go through a verification process in order to use the Site (whether by using ID, phone, camera, register excerpts, documents, etc.).
- **Intellectual Property Claims** - Fiverr will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service. Our Intellectual Property claims procedures can be reviewed [here](#).
- **Fraud / Unlawful Use** - You may not use Fiverr for any unlawful purposes or to conduct illegal activities, including to bypass economic sanctions or trade restrictions imposed by the United States, European Union or any other applicable jurisdiction.

Abuse and Spam

- **Multiple Accounts** - To prevent fraud and abuse, users are limited to one active Fiverr account and one member in a Fiverr Pro account or Team Account, as applicable. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Fiverr community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Fiverr's Terms may be a cause for permanent suspension of all accounts.
- **Targeted Abuse** - We do not tolerate users who engage in targeted abuse or harassment towards other users on Fiverr. This includes creating new multiple accounts to harass members through our message or ordering system.
- **Selling Accounts** - You may not buy or sell Fiverr accounts.

9.6 Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact Fiverr's Customer Support department for assistance [here](#). For more information about disputes, Order cancellations and refunds please refer to the [Payment Terms](#).

9.7 Content Moderation, Notices and Appeals

- Fiverr is generally not obligated to proactively check the content posted by users for its legality or compatibility with Terms. We are nonetheless entitled to carry out voluntary checks on our own initiative to identify and determine illegal or incompatible content and to take appropriate measures. We may take appropriate actions if we find, or are notified of, a violation of the Terms. For more information on our content moderation processes, see [here](#).
- If Fiverr takes action concerning you, your account or content, you can file a complaint against this decision. You may also file a complaint if you disagree with our decision following a notice you submitted. In both cases, the deadline for submitting a complaint is six months following the notification of the respective decision to you. You may file a complaint by contacting our Customer Support. Please explain in your complaint why you believe we should reverse our decision.
- We will handle complaints in a timely, non-discriminatory, diligent, and objective manner and will reverse our decision if we come to the conclusion that it has been taken erroneously.
- If your place of establishment or location is in the European Economic Area (EEA), you may select an out-of-court dispute settlement body that has been certified in accordance with Art. 21 (3) of the EU Digital Services Act ("**Dispute Settlement Body**") to resolve disputes relating to our decisions concerning content you uploaded or notices you submitted, including complaints that our internal complaint-handling system did not resolve.

- We reserve the right to refuse to cooperate with the selected Dispute Settlement Body if: (i) the respective dispute has already been resolved or is already subject to an ongoing procedure before the competent court or before another competent Dispute Settlement Body; or (ii) the six-months period from notification of our decision to you has expired without you filing a complaint through our internal complaint-handling or addressing the Dispute Settlement Body.
- The decisions of Dispute Settlement Bodies are not binding on either party.

9.8 Proprietary Restrictions

The Site, including its features, general layout, look and feel, design, information, content and other materials available thereon (other than UGC), and all intellectual property rights related to it are exclusively owned by Fiverr . Fiverr®, Gig® and Gigs® are all registered trademarks owned exclusively by Fiverr. Users have no right, and specifically agree not to do the following with respect to the Site or any part, component or extension of the Site (including its mobile applications and including any third party component or technology used to operate the Site or any of its features): (i) copy, transfer, adapt, modify, distribute, transmit, display, create derivative works, publish or reproduce it, in any manner; (ii) access it, or use any delivery, in order to develop or build similar or competitive products or features, seek to acquire any ownership interest or license, sell, transfer, time-share, or lease it (or attempt any of the foregoing); (iii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iv) remove any copyright notice, identification or any other proprietary notices; (v) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Site; (vi) attempt to gain unauthorized access to, interfere with, damage or disrupt the Site or the computer systems or networks connected to the Site; (vii) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Site; (viii) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, “mines,” scrapes or otherwise accesses the Site to monitor, retrieve, extract, copy or collect content or data from or through the Site, or engage in any manual process to do the same;(ix) systematically retrieve data or other content to create or compile, directly or indirectly, a collection, compilation, database, or directory, (x) introduce any

viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems, (xi) use the Site in any manner that could damage, disable, overburden or impair the Site, or interfere with any other users' enjoyment of the Site or (xii) access or use the Site in any way not expressly permitted by the Terms. Users also agree not to permit or authorize anyone else to do any of the foregoing.

Except for the limited right to use the Site according to these Terms of Service, Fiverr owns all right, title and interest in and to the Site (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We reserve all rights in connection with the Site and its content (other than UGC) including, without limitation, the exclusive right to create derivative works.

9.9 Feedback Rights

To the extent that you provide Fiverr with any comments, suggestions or other feedback regarding the the Site, as well as other Fiverr products or services (collective, the **"Feedback"**), you will be deemed to have granted Fiverr an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Fiverr is under no obligation to implement any Feedback it may receive from users.

9.10 Confidentiality

Sellers should recognize that there might be a need for Buyers to disclose certain confidential information to be used by Sellers for the purpose of delivering the Services, and to protect such confidential information from unauthorized use and disclosure. Therefore, Sellers agree to treat any information received from Buyers as highly sensitive, top secret and classified material. Without derogating from the generality of the above, Sellers specifically agree to (i) maintain all such information in strict confidence; (ii) not disclose the information to any third parties; (iii) not use the information for any purpose except for delivering the Services; and (vi) not to copy or reproduce any of the information without the Buyer's permission.

10. User Generated Content

User Generated Content ("UGC") refers to the content uploaded by users as opposed to content created by the Site. All content uploaded to the Site by our users (Buyers and Sellers) is User Generated Content. Fiverr does not proactively check UGC for appropriateness, violations of copyright, trademarks, other rights or violations and the user uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it. By uploading to, or creating content on, the Site, you represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to use and/or upload such content and that such content or the use thereof in the Site does not and shall not (a) infringe or violate any intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions; and/or (c) violate any of your or third party's policies and/or terms of service. We invite everyone to report violations together with proof of ownership as appropriate. Violating content may be removed or disabled. To learn more on our reporting tools, see [here](#).

Furthermore, Fiverr is not responsible for the content, quality or the level of service provided by the Sellers (even if they are Pro Freelancers, Top Rated Sellers, Fiverr Choice, offer Fiverr Ads or otherwise). We provide no warranty with respect to Services on Fiverr, their delivery, any communications between Buyers and Sellers, AI-Generated Delivery created through Fiverr Go and the Logo Designs created through the Logo Maker. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate services.

By offering a Service, the Seller undertakes that they have sufficient permissions, rights and/or licenses to provide, sell or resell the service that is offered on Fiverr. Sellers advertising online their Services, including Gig Page, Seller Page, AI Model, or Logo Design created through the Logo Maker must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal of the Gig, AI Model or Logo Design from the Logo Maker, as applicable, and may lead to the suspension of Seller's account.

For specific terms related to Intellectual Property rights and for reporting claims of copyright infringement or trademark infringement - please see our [Intellectual Property Claims](#)

Policy which forms an integral part of the Terms. Note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

11. Ownership

Ownership and limitations: When purchasing a Service on Fiverr, unless clearly stated otherwise on the Seller's Gig page/description or in the Custom Offer, when the work is delivered, and subject to payment, the Buyer is granted all intellectual property rights, including but not limited to, copyright in the work delivered from the Seller, and the Seller waives any and all moral rights (to the extent permitted by applicable law) therein. Accordingly, the Seller expressly assigns to the Buyer the copyright in the delivered work. All transfer and assignment of intellectual property to the Buyer shall be subject to full payment, and the delivery may not be used if payment is cancelled for any reason. For removal of doubt, in custom created work (such as art work, design work, report generation etc.), the delivered work and its copyright shall be the exclusive property of the Buyer and, upon delivery, the Seller agrees that it thereby, pursuant to the Terms, assigns all right, title and interest in and to the delivered work to the Buyer. Some Gigs (including for custom created work) charge additional payments (through Gig Extras) for a Commercial Use License. This means that if you purchase the Gig for personal use, you will own all rights you require for such use, and will not need the Commercial Use License. If you intend to use it for any charge or other consideration, or for any purpose that is directly or indirectly in connection with any business, or other undertaking intended for profit, you will need to buy the Commercial Use License through a Gig Extra and will have broader rights that cover your business use.

For Voice Over Gigs, when the work is delivered, and subject to payment, the Buyer is purchasing basic rights (which means the Buyer is paying a one time fee allowing them to use the work forever and for non-commercial purposes). If you intend to use the Voice Over to promote a product and/or service (with the exception of paid marketing channels), you will need to purchase the Commercial Rights (Buy-Out) through Gig Extra. If you intend to use the Voice Over in radio, television and internet commercials, you will need to purchase the Full Broadcast Rights (Buy-Out) through Gig Extra. For further information on the type of buy-outs, please read below.

For AI-Generated Delivery and Seller's AI Model via Fiverr Go, please see the Fiverr Go section above.

Furthermore, users (both Buyers and Sellers) agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to Fiverr, including Gig texts, photos, videos, usernames, user photos, Fiverr Answers, user videos and any other information, including the display of delivered work, may be used by Fiverr for no consideration for marketing purposes and/or other purpose relevant for the operation and function of the Site.

11.1 Voice Over Commercial Buy-Out

When purchasing a Voice Over Service, the Seller grants you a non-commercial, perpetual, exclusive, non-transferable, worldwide license to use the purchased Voice Over. This excludes any commercial use, including radio, television and internet commercial spots.

By purchasing a Commercial Rights (Buy-Out) with your Order, in addition to the basic rights, the Seller grants you with a license to use the Voice Over for any commercial promotional and non-broadcast purposes for such period agreed with the Seller (and unless agreed otherwise - in perpetuity). Commercial, promotional and non-broadcast purposes means any business related use for the creation of, or to promote a for-profit product or service (with the exception of paid marketing channels), such as (by way of example): explainer videos posted to company websites, social networks or email campaigns, audiobooks, podcast intros, and strictly excludes any illegal, immoral or defamatory purpose.

By purchasing a Full Broadcast Rights (Buy-Out) with your Order, in addition to the Commercial Rights, the Seller grants you with a license for full broadcasting for such period agreed with the Seller (and unless agreed otherwise - in perpetuity). Full Broadcasting includes internet, radio, and TV "paid channels", such as (by way of example), television commercials, radio commercials, internet radio, and music/video streaming platforms, and strictly excludes any illegal, immoral or defamatory purpose.

This Buy-Out is subject to Fiverr's Terms. There is no warranty, express or implied, with the purchase of this delivery, including with respect to fitness for a particular purpose.

Neither the Seller nor Fiverr will be liable for any claims, or incidental, consequential or other damages arising out of this license, the delivery or your use of the delivery.

11.2 Commercial Use License

By purchasing a “Commercial Use License” with your Order, the Seller grants you a perpetual, exclusive, non-transferable, worldwide license to use the purchased delivery for Permitted Commercial Purposes. For the avoidance of doubt, the Seller retains all ownership rights. “Permitted Commercial Purposes” means any business related use, such as (by way of example) advertising, promotion, creating web pages, integration into product, software or other business related tools etc., and strictly excludes any illegal, immoral or defamatory purpose. This License is subject to Fiverr’s Terms. There is no warranty, express or implied, with the purchase of this delivery, including with respect to fitness for a particular purpose. Neither the Seller nor Fiverr will be liable for any claims, or incidental, consequential or other damages arising out of this license, the delivery or your use of the delivery.

11.3 Stock Media

For Gigs that offer integration of Stock Media in the delivered work through Gig Extras, the Stock Media license terms, available [here](#), apply. Buyers are granted a license to use the delivered work containing Stock Media in accordance with these [terms](#) which outline the permissible uses and restrictions associated with the Stock Media.

12. Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT, FEATURES, SERVICES AND PROGRAMS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, FEATURES, SERVICES AND PROGRAMS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, PROVIDED THAT WE HAVE ACTED WITH REASONABLE PROFESSIONAL DILIGENCE. NEITHER FIVERR NOR ANY PERSON ASSOCIATED WITH FIVERR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO

THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Machine Translation

Certain user-generated content on the Site has been translated for your convenience using translation software powered by Google. Reasonable efforts have been made to provide an accurate translation, however, no automated translation is perfect nor is it intended to replace human translators. Such translations are provided as a service to users of the Site, and are provided "as is". No warranty of any kind, either expressed or implied, is made as to the accuracy, reliability, or correctness of such translations made from English into any other language. Some user-generated content (such as images, videos, Flash, etc.) may not be accurately translated or translated at all due to the limitations of the translation software.

Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose and noninfringement.

The official text is the English version of the Site. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated content, please refer to the English version of the content which is the official version.

14. Limitation on Liability

PROVIDED THAT WE HAVE ACTED WITH REASONABLE PROFESSIONAL DILIGENCE, IN NO EVENT WILL FIVERR, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT

OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, THE CONDUCT OF THIRD PARTIES, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The term “Affiliate” referred to herein, is an entity that, directly or indirectly, controls, or is under the control of, or is under common control with Fiverr, where control means having more than fifty percent (50%) voting stock or other ownership interest or the majority of voting rights of such entity.

15. Deactivate and Disable Account

- Fiverr reserves the right to put any account on hold or permanently disable accounts due to breach of the Terms, including low quality services or deliveries, or due to any illegal or inappropriate use of the Site or services.
- Violation of Fiverr's Terms may get your account permanently disabled.
- Users with disabled accounts will not be able to sell or buy on Fiverr and related content may be removed. Please refer to the Terms, in particular the Content Moderation, Notices and Appeals section, for your rights to object to our decisions, or contact our Customer Support team for more information surrounding the violation and status of your account.
- Users may also deactivate their account with Fiverr at any time from their account settings. Users that deactivate their account will still be responsible for any

outstanding payment obligations. For more information, see "[How to deactivate or permanently delete your account \(opens in a new tab\)](#)".

- Any provisions of the Terms that relate to the relation between a Seller and a Buyer regarding Orders on Fiverr will remain in effect even after you deactivate your account, or after your access to Fiverr is disabled.

16. Security Features

- Users have the option to enable account Security features to protect their account from any unauthorized usage.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.

17. Disputes with Fiverr

IF YOU ARE A USER RESIDING IN THE UNITED STATES, PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND FIVERR CAN BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND FIVERR TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. AS USED IN THIS SECTION 17, "FIVERR" INCLUDES FIVERR'S AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT TO ARBITRATE AND YOU ACCEPT ALL OF ITS TERMS, UNLESS YOU OPT OUT AS PROVIDED BELOW.

- **Federal Arbitration Act (FAA) Applies to Issues of Arbitrability.** You and Fiverr agree that the FAA governs the arbitrability of all disputes between you and Fiverr.

- **Arbitration & Class Action Waiver.** You and Fiverr agree that any dispute or claim of any kind between us, including but not limited to a dispute arising from or relating to the Terms of Service, shall be finally resolved by final and binding arbitration, using the English language, administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules (the “AAA Commercial Rules”) then in effect, or, if the AAA deems they apply, the Consumer Arbitration Rules (the “AAA Consumer Rules”), unless otherwise required by law. Arbitration, including threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction.

ANY ARBITRATION UNDER THE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND FIVERR ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER USER OF FIVERR'S SERVICES.

- **Forum.** For all actions under the AAA Commercial Rules, arbitration proceedings may be filed in New York, New York, and any in-person hearing will take place in New York, New York. For any action under the AAA Consumer Rules, the arbitration may proceed in the AAA location near the claimant's residence. Hearings will be conducted virtually when permitted by the AAA Commercial Rules and AAA Consumer Rules. In the event that an action arises between you and Fiverr that is not subject to arbitration, you and Fiverr agree that the dispute will be resolved exclusively in a state or federal court located in New York, New York, and you also agree to submit to the personal jurisdiction of a state or federal court located in New York, New York.
- **Exceptions to Arbitration.** If the AAA deems the AAA Consumer Rules apply, you may have the right to instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.
- **Administration of Coordinated Arbitrations.** If 25 or more individuals submit similar arbitration claims and are represented by either the same law firm or law

firms acting in coordination, you and Fiverr agree that the AAA Mass Arbitration Supplementary Rules will apply, which requires resolution of such cases in staged proceedings. You agree to this process even though it may delay the arbitration of your claim.

- In the first stage, claimants' counsel and Fiverr will each select 25 cases (50 cases total) to be resolved individually by different arbitrators. In the meantime, no other cases may proceed in arbitration, and AAA must not assess or demand payment of fees for the remaining cases or administer or accept them.
- After this first stage of cases is completed, the parties must engage in a single mediation of all remaining cases, and Fiverr will pay the mediation fee. If the parties cannot resolve the remaining cases after mediation, you and Fiverr agree that the process administrator under the AAA Mass Arbitration Supplementary Rules will batch, consolidate, or otherwise group any remaining arbitration demands to the greatest extent possible.
- This subsection and each of its requirements are intended to be severable from the rest of this arbitration agreement.
- **How to Opt Out.** If you do not want to be bound by this arbitration agreement, you must notify Fiverr in writing by email to **opt-out-arbitration@fiverr.com** within 30 days of your agreement to these Terms of Service, stating that you do not want to resolve disputes with Fiverr by arbitration.
- **Modifications to this arbitration agreement.** If we make any changes to this arbitration agreement while you are a user of the Site or services, you may reject any such change by notifying Fiverr in writing by email to **opt-out-arbitration@fiverr.com** within 30 days of the change. However, such written notice does not constitute an opt-out of arbitration altogether. By rejecting a future change, you agree that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement as of the date you first accepted these Terms of Service.

18. General Terms

18.1 Changes to these Terms

- Fiverr may make changes to these Terms from time to time. When these changes are made, Fiverr will make a new copy of the Terms available on the respective page.
- You understand and agree that if you use Fiverr after the date on which the Terms have changed, Fiverr will treat your use as acceptance of the updated Terms. If you do not agree to the changes of the Terms, you will have to deactivate your account. For more information, see "[How to deactivate or permanently delete your account \(opens in a new tab\)](#)".
- Fiverr may change these Terms due to changes in the Site, the Site's policies, the services and in the usual course of developing our product, changes in any relevant feature or functionality of the Site, changes in circumstances beyond our reasonable control, to adapt to new technologies, and to address changes in law and regulatory requirements as well as security and fraud issues.
- Apart from (1) changes by Fiverr to these Terms in accordance with this section and (2) your ability to opt out of the requirement to arbitrate via email notice to opt-out-arbitration@fiverr.com in accordance with the “Disputes with Fiverr” section above, no modification, waiver, or amendment to these Terms is effective unless made in writing and signed by you and Fiverr.

18.2 Specific Provision for US Residents

If you are a US resident, these Terms shall be governed by and construed in accordance with the laws of the State of New York, without respect to its conflict of laws principles.

18.3 Indemnification

To the fullest extent possible pursuant to applicable law, you agree to defend, indemnify, and hold Fiverr harmless, including its officers, directors, or shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses,

liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any of these Terms or any other Fiverr Terms, policies and standards; (2) your violation of any third-party right, including any intellectual property right, access rights, property, or privacy right; and/or (3) any other type of claim that your Gig Page, Seller Page, Services, your profile and/or your use of the Site or Fiverr services caused to a third party, provided that Fiverr acts with reasonable professional diligence. Fiverr reserves the right to handle its legal defense however it deems fit—even if you are indemnifying Fiverr—in which case you agree to cooperate with Fiverr so it can execute its strategy.

18.4 Severability

If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Fiverr's failure to enforce any part of the Terms is not a waiver of its right to later enforce that or any other part of the Terms.

18.5 Assignment

All the terms and provisions of the Terms will be binding upon and inure to the benefit of the parties and to their respective heirs, successors, permitted assigns and legal representatives. Fiverr may assign or otherwise transfer its rights and/or obligations under the Terms without your consent or a notice to you, unless otherwise required by applicable law. You may not assign or transfer any of your rights and obligations under the Terms without the prior written consent of Fiverr. Any attempted or actual assignment thereof without Fiverr's prior explicit and written consent will be null and void.

18.6 Entire Agreement

Our Terms constitute the entire agreement concerning the subject matter therein, and supersede any other agreement regarding the Site or services.

18.7 Interpretation

- Any heading, caption or section title contained herein, and/or any explanation or summary columns, is provided only for convenience, and in no way alters and/or amend the provisions within the Terms nor shall it legally bind us in any way.
- The original language of the Terms is English. Fiverr makes this translation available for convenience only. In case of conflicts between the original English version and any translation, the English version shall prevail. For consumers only, if you are residing in the EEA, the interpretation more favorable with the consumer shall prevail.