

Fiverr Pro Terms of Service

Last Updated: February 2025

The following Fiverr Pro Terms of Service (the “**Fiverr Pro Terms**”) govern your access to and use of Fiverr Pro (“**Fiverr Pro**”), including any content, functionality and services offered on or through www.pro.fiverr.com or the Fiverr mobile application (the “**Site**”) by Fiverr International Ltd. and its subsidiaries Fiverr Limited. (6, Vasili Vryonides str., Gala Court Chambers, 3095 Limassol, Cyprus) and Fiverr Inc. (26 Mercer St., New York, NY 10013, USA), as applicable (collectively, “**Fiverr**”, “**we**” or “**us**”) and “you” or “user” means you as a user of Fiverr Pro.

These Fiverr Pro Terms apply only to Clients on Fiverr Pro and their Team Members and are supplemental to Fiverr’s general Terms of Service, found [here](#) (the “**General Terms of Service**”) and Fiverr’s Payment Terms, found [here](#) (the “**Payment Terms**”), Fiverr’s Community Standards, found [here](#), and any additional standards, conditions, policies, guidelines and in-product disclosures, which is incorporated herein by reference. In case of contradictions, the Fiverr Pro Terms will prevail.

Please read these Fiverr Pro Terms carefully before you start using Fiverr Pro. **By using Fiverr Pro, you, either individually or on behalf of your employer or any other entity which you represent (“you”), accept and agree to be bound and abide by these Fiverr Pro Terms. You further acknowledge, you have read and understood our Privacy Policy, found [here](#).** If you do agree to these Fiverr Pro Terms or the Privacy Policy, you must not access or use Fiverr Pro.

There are various types of users in a Pro Account. Except where indicated otherwise, these Fiverr Pro Terms apply to all users and the term “you” shall refer to the Client, Team Members and all types of users of the Pro Account.

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](#).

1. Representations and Warranties

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. In addition, 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.

Fiverr Pro is offered and available to business users who are at least 18 years of age and of legal age to form a binding contract.

In case you register or use Fiverr Pro on behalf of your employer or another entity, you represent and warrant that you are authorized to bind your employer or such entity to these Fiverr Pro Terms and you agree to these Fiverr Pro Terms on their behalf.

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

Capitalized terms used but not defined herein shall have the respective meanings given to them in the General Terms of Service, found [here](#) and in the Payment Terms, found [here](#).

Business Rewards Program means a reward program for Clients.

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 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.

Services are services offered on Fiverr Pro.

Orders are the formal agreements between a Client and Freelancer.

Freelancers or **Pro Freelancers** are users who offer and perform Services through Fiverr Pro.

Pro Plan or **Plan** means the tiered membership model that grants Clients access to specific features and services within the Fiverr Pro platform. Plan benefits and fees may vary based on the respective plan.

3. Fiverr Pro and the Pro Account

3.1 General

Fiverr Pro is an end-to-end solution that matches business with curated freelance talent. Through Fiverr Pro, businesses can create and manage collaborative Pro Accounts in which Team Members may share Orders, use a shared payment method, track their project's progress, and consolidate feedback—all in one place.

3.2 Account

In order to access and use Fiverr Pro, you must first register, choose a Plan, and create an account on Fiverr Pro ("**Pro Account**"). When opening a Pro Account you represent and warrant that you are authorized to bind the Client to these Fiverr Pro Terms and you agree to these Fiverr Pro Terms on your behalf and on the Client's behalf and you agree to provide

us with accurate, complete and updated information regarding the Client, and update such details as required, without undue delay.

3.3 The Client

Upon completion of your registration to Fiverr Pro, the Pro Account will be created for your organization. The term “**Client**” or “**Buyer**” shall refer to your organization, which can be any type of business (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, non-profit organizations). The Client shall be the sole and exclusive owner of the Pro Account including any data, Orders and deliveries. In case of a dispute regarding the identity of the Client, Fiverr reserves the right to determine the identity of the Client at its sole discretion, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend the Pro Account, without liability to you or to any other party. We reserve the right to request from you or the Admin any form of verification we deem necessary for this purpose.

3.4 Pro Plans

Fiverr Pro offers Clients different Plans tailored to their specific needs. Additional information about the Plans is available [here](#).

Fiverr Pro Essential

- **General.** The Fiverr Pro Essential Plan is an annual Plan available to Pro Clients who have ordered Services from Freelancers in a total amount of at least US\$1,000 during a 12 months period (“**Annual Order Criteria**” and “**Pro Essential Plan**”, respectively).
- **Term.** All Clients are eligible to access and use the Pro Essential Plan for an initial period of 12 months following the date they joined (“**Trial Period**”). Following the Trial Period, Clients may continue to use the Pro Essential Plan for subsequent 12-months period(s) (each “**Pro Essential Term(s)**”), which will automatically renew, only as long as they meet the Annual Order Criteria during the preceding Pro Essential Term (or Trial Period, as applicable). Clients may switch to Fiverr Marketplace at any time.

Fiverr Pro Advanced

- **General.** The Fiverr Pro Advanced Plan is a monthly paid Subscription Plan (“**Pro Advanced Plan**”).

- **Subscription Fee.** The monthly fee for the Pro Advance Plan will be displayed to the Client at the time of purchase (“**Subscription Fee**”). The Subscription Fee will be charged on a monthly basis. Clients will be requested to designate a payment method for payment of the Subscription Fee. Fiverr reserves the right to change the Subscription Fees at any time upon advance notice to the Client. Fiverr Balance, Fiverr Credits, and other Fiverr promo codes and coupons cannot be used to pay the Subscription Fee.
- **Term; Auto Renewals.** The Pro Advanced Plan will enter into force upon payment of the Subscription Fee and will remain in force for a period of one month. The Fiverr Pro Advanced Plan will automatically renew every month until the Client cancels or downgrades the Pro Advanced Plan.
- **Cancellation & Refunds.** You may cancel your Pro Advanced Plan at any time. Upon cancellation, you will receive a prorated refund for the unused subscription period.
- **Currencies.** The Subscription Fee is in US\$. By selecting to pay in non-US\$ currency, Clients acknowledge and accept the Subscription Fee will vary from month to month in accordance with applicable exchange rate fluctuations and will include conversion fees.

Managing Plans

- **Switching Plans.** Once Client cancels any of the Plans or switches to Fiverr Marketplace, Client loses access to all Plan benefits and features that were available in Client’s respective Plan. Clients switching to Fiverr Marketplace, may also lose access to certain information within the Pro Account. You can learn more about the process of downgrading from Fiverr Pro to the Fiverr Marketplace in our [Help Center](#).
- **Unused Plan benefits.** Unused Plan benefits, including On-Demand Solutions (as defined below), do not roll over to subsequent Plan term.
- **Offers.** Fiverr may, from time to time, offer additional special promotional offers, plans, or memberships for Subscription Plans.

3.5 Admin

The first user opening a Pro Account will automatically become the administrator of the Pro Account (“**Admin**”). Fiverr reserves the right to change the Admin of the Pro Account at its sole discretion. Fiverr may request such information as it deems appropriate in order to change the identity of the Admin. If we believe (at our sole discretion) that we cannot change the identity of the Admin, we reserve the right to avoid doing so and/or suspend a Pro Account, without any liability.

3.6 Account members

There are various types of users in a Pro Account (“**Team Members**”) and their permissions may vary. For the avoidance of doubt, all users in a Pro Account, including Admins, are deemed Team Members.

- Team Members have access to information available in the Pro Account and other Team Members, including Orders, purchases, deliveries made within the Pro Account and information about other Team Members.
- When inviting other Team Members to a Pro Account, such Team Members are authorized to use the Pro Account on behalf of the Client, including the use of the shared payment method.
- By granting other Team Members permissions under a Pro Account, you on behalf of the Client, represent and warrant that: (a) such Team Member is authorized to act on the Client’s behalf; and (b) you and/or the Client are fully responsible and liable for such Team Member’s acts and omissions, including for Orders and payments performed by other Team Members via the Pro Account.
- If a Team Member is removed from a Pro Account or if the Team Member deactivate their Team Member Account they will not be able to access the Pro Account or otherwise register to Fiverr.

3.7 Undertakings

By creating a Pro Account or by joining a Pro Account as a Team Member, Admin or otherwise, and creating a Team Member account (“**Team Member Account**”), you: (i) agree to provide us with accurate, complete, and current registration information; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your Pro Account as well as your Team Member Account; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Pro Account and/or your Team Member Accounts and/or any breach of these Fiverr Pro Terms. The Client and you, jointly and severally, will be responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Pro Account by either you or any other user or third party on your behalf.

3.8. Deactivating and disabling of accounts

- A Pro Account can only be deactivated by the Client, or the Admin on Client’s behalf. Upon deactivation of a Pro Account, all related Team Member Accounts

will be removed from the Pro Account. Clients that deactivate their accounts will still be responsible for any outstanding payment obligations. For more information, see "[How to deactivate or permanently delete your account](#)".

- Fiverr reserves the right to put a Pro Account or any Team Member Account on hold or permanently disable accounts due to breach of these Fiverr Pro Terms (including by any Team Member) or due to any illegal or inappropriate use of the Site or services. Users with disabled accounts, will not be able to sell or buy on Fiverr or otherwise use Fiverr as registered users.
- If we have taken action against a Pro Account, for the violation Fiverr Terms, we will send to the Admin and Team Member an email explaining the reasons and basis for such actions as well as the options regarding an additional review. For more information see our Content Moderation, Notices and Appeals section in our General Terms of Service.
- Any provisions of the Fiverr Pro Terms that relate to the relation between a Freelancer and Client regarding Orders on Fiverr will remain in effect even after you deactivate your account or after your access to Fiverr is disabled.

3.9. On-Demand Solutions

Fiverr Pro offers on-demand solutions, intended to support Clients in managing their professional engagements with Freelancers, for purchase on a pay-per-use basis or under certain Plans, as detailed [here](#) ("**On-Demand Solutions**"). For detailed information regarding On-Demand Solutions and their applicable terms, please refer to the [Fiverr Pro On-Demand Solutions - Terms of Service](#).

4. Purchasing On Fiverr Pro

4.1 Payments Terms

Please refer to the [Payment Terms](#) for making payments for Services ordered through Fiverr Pro or for the Subscription Fee and to learn about fees and taxes.

4.2 Payment options

The following payments options are available for Pro Account:

- Saved Payment Method - saved payment method, as made available from time to time by Fiverr;

- Fiverr Pro Balance - a balance added in advance to your Pro Account ("**Fiverr Pro Balance**"). The Fiverr Pro Balance will be displayed in US\$.

4.3 Unused Fiverr Pro Balance

- Fiverr will refund unused funds available on the Fiverr Pro Balance within 30 days following the end of the month in which the Client requested the refund, and following a deduction of any cost and fee that may apply on Fiverr in the course of processing the refund. Fiverr will refund the same payment method used to deposit funds to the Pro Account, or otherwise used to make payments via the Pro Account, unless requested otherwise. Fiverr reserves the right to request such authentication information as it may deem necessary to process the refund request.
- Unused funds in the Fiverr Pro Balance will expire after two years and nine months of inactivity in the Pro Account.

4.4 Budget Limitations and Payment Approval

Team Members may be subject to certain budget limitations or payment approvals, as may be defined by the Admin.

4.5.Currencies

The Admin will determine the payment currencies for all purchases made through a Pro Account. Funding of the Fiverr Pro Balance in currencies other than US\$ will be converted to US\$ according to the conversion rate at the date of funding and will be subject to conversion fees. For more information on local currencies, please refer to the Payment Terms.

4.6.Invoice

Invoices for purchases made by Team Members will be issued in the name of the Client.

4.7 Non Circumvention; Non Solicitation

- You agree to use Fiverr as your exclusive method to make payments for any Service ordered from Freelancers, and not to circumvent the payment methods offered on Fiverr. This non-circumvention requirement applies to all Clients, as well as all Team Members.

- Without derogating from the generality of the above, you may not offer or solicit (or accept any offer or solicitation from) any parties introduced through Fiverr to contract, engage with, or pay outside of Fiverr. You agree to notify Fiverr immediately if a Freelancer proposes that you make payments other than through the Site.
- You acknowledge and agree that a violation of this non-circumvention and non-solicitation requirement is a material breach of the Fiverr Pro Terms and may lead to a permanent suspension of the violating Pro Account and/or Team Member Account.
- Client may opt-out from the non-circumvention and non-solicitation undertakings, and choose to engage (directly or indirectly via third parties) Freelancer outside of Fiverr, subject to a prior written notice to us (at the email address support@fiverr.com) (“**Opt-Out Notice**”), and subject to advance payment by Client in the amount of US\$ 10,000 (“**Opt-Out Fee**”).
- In light of the difficulties in measuring or estimating the damage which may be incurred by Fiverr as a consequence of any non-circumvention and non-solicitation breach, you hereby agree to pay Fiverr, if Fiverr determines, in its sole discretion, that you have violated this non circumvention and non-solicitation undertakings, liquidated damages in the amount of up to US\$ 50,000 (“**Liquidated Damages**”). Fiverr may, to the maximum extent permitted by law (i) charge your Fiverr Balance and/or payment method the Liquidated Damages or send you an invoice for the Liquidated Damages, which you agree to pay within 30 days, and (ii) charge you (in the same manner) for all reasonable expenses, including attorneys’ fees, related to investigating such breach and collecting such fees.

5. Orders

5.1. General

- In addition to Services published on the Site on Gig Pages, Client can also request Seller a Custom Offer which addresses specific Buyer requirements. Client may use various “Brief” features to ask for services. Services requested on Fiverr must be an allowed service on Fiverr. Please click [here](#) for guidelines on approved services. You should refrain from using such features for any purpose other than looking for services on Fiverr.

- 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.
- Once payment is confirmed, your Order will be created.
- An Order is completed after it is marked as “Delivered” and accepted by the Team Member who placed the Order or by another representative of the Client. 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”.
- Orders through the Fiverr Logo Maker are completed once payment is made by the Client.
- A milestone (in an Order with milestones) is marked as Complete after it is delivered by the Freelancer and then accepted by the Team Member who placed the Order or by another representative of the Client. A milestone will be automatically marked as complete if no acceptance or request for modification were submitted within 8 days after 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 by Client, Client may choose to either continue with the Order and pay for the next milestone, or to stop the Order. If Client does not pay for the next milestone within 10 days of acceptance of previous milestones, the Order of the next milestones will not Start. Please note that if you choose to stop future milestones, the current Ordered milestone will not be canceled.
- Clients may purchase a fixed term Gig Subscription, if available on the Freelancer’s Service page. During the Gig Subscription term, a new Order of the same Service will be automatically created on a recurring basis, as agreed between the Freelancer and Client. By purchasing a Gig Subscription, you authorize us to automatically charge Client 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 Client, for any other reason, the Orders under the Gig Subscription will be canceled. Client 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 Freelancers can cancel future Orders under the Gig Subscription 10 days prior to the next consecutive Order.

5.2. Hourly Contracts

- Eligible Clients can enter into Hourly Contracts with eligible Freelancers.

- When a Client accepts an Hourly Contract and pays the Order Initiation Fee, the Hourly Contract will enter into force. For more information about the Hourly payment and billing process, please refer to Fiverr's [Payment Terms](#).
- Prior to entering into the Hourly Contract, Clients can ask Freelancers to address specific requirements, and receive an hourly Custom Offer from Freelancer. The Custom Order sent by Freelance must address the Hourly Rate and estimated number of working hours for the Hourly Contract. The minimal number of working hours for Hourly Contracts is 8 hours.
- Client and Freelancer can also agree on an Hourly Limit. Clients can modify the Hourly Limit, at any time, via the designated feature on the Order Page, and such modification will enter into force immediately. If during a specific week the Freelancer already reported working hours, the updated Hourly Limit cannot exceed the number of hours already reported by Freelancer in the same week.
- Each of Client and Freelancer can terminate the Hourly Contract at any time, upon a 24 hours prior notice via the Hourly Contract Order Page. Client can also pause the Hourly Contract at any time, upon a 24 hours prior notice via the Hourly Contract Order Page. Freelancers must report their working hours and provide the outcome of their work during the 24 hours prior notice period and Client must pay the applicable amount on the next weekly billing cycle (as detailed in the [Payment Terms](#)).
- Client confirms and undertakes not to exercise any control, direction or supervision over the Freelancer as to how the work is done. Clients may provide the project goals, but Freelancers shall decide how to best complete the work on an Hourly Contract.
- Any Hourly Contract that had no activity during a period of 3 months will be automatically terminated.
- Additional information about Hourly Contracts is available [here](#).

6. Ownership rights

6.1 Ownership and limitations

- When purchasing a Service, unless clearly stated otherwise on the Freelancer's Service page/description or in the Custom Offer, when the work is delivered, and subject to payment, the Client is granted all intellectual property rights, including but not limited to, copyright in the work delivered from the

Freelancer, and the Freelancer waives any and all moral rights (to the extent permitted by applicable law) therein. Accordingly, the Freelancer expressly assigns to the Client the copyright in the delivered work. All transfer and assignment of intellectual property to the Client shall be subject to full payment for the Service, 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 Client and, upon delivery, the Freelancer agrees that it thereby, pursuant to these Fiverr Pro Terms, assigns all right, title and interest in and to the delivered work to the Client.

- Some Services (including for custom created work) may charge additional payments (through Services Extras) for a “Commercial Use License”. This means that if you purchase the Service 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 Service Extra and will have broader rights that cover your business use.
- By purchasing the “Commercial Use License”, the Freelancer grants the Client a perpetual, exclusive, non-transferable, worldwide license to use the purchased delivery for Permitted Commercial Purposes. For the avoidance of doubt, the Freelancer 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. There is no warranty, express or implied, with the purchase of a Commercial Use License, including with respect to fitness for a particular purpose. Neither the Freelancer 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.

6.2. Voice Over Services

Upon delivery of a work under a “Voice Over Services”, and subject to payment, the Client is purchasing basic rights (which means the Client is paying a one time fee allowing them to use the work forever for non-commercial purposes). If the Client intends to use the Voice Over to promote a product and/or service (with the exception of paid marketing channels), the Client must purchase the Commercial Rights (Buy-Out) through Service Extra. If the Client intends to use the Voice Over in radio, television and internet commercials, the Client must purchase the Full Broadcast Rights (Buy-Out) through Service Extra. For further information on the type of buy-outs, please read below:

- When purchasing a Voice Over Service, the Freelancer grants the Client 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 the Order, in addition to the basic rights, the Freelancer grants the Client 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 the Order, in addition to the Commercial Rights, the Freelancer grants the Client 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" including (by way of example): television commercials, radio commercials, internet radio, and music/video streaming platforms, and strictly excludes any illegal, immoral or defamatory purpose.
- There is no warranty, express or implied, with the purchase of any Buy-Out, including with respect to fitness for a particular purpose. Neither the Freelancer 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.

6.3 Logo Maker

- Logo Design Commercial Use License. When an Order through the Logo Maker is completed, and subject to payment, the Freelancer grants the Client a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to use the Logo Design embedded with the Client'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 Freelancer nor Fiverr will be liable for any claims, or incidental, consequential, or other damages arising out of this license, the Logo Design, or the Client's use of the Logo Design. For the avoidance of doubt, the Freelancer retains all ownership rights to the Logo Design, and no ownership or copyrights are granted to the Client.
- Editing Tool Commercial Use License. In addition to purchasing a Logo Design, Client 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 Client 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.

6.4 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. Client is 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.

6.5 Proprietary Restrictions

The Fiverr platform and the Fiverr Pro service, including its general layout, look and feel, design, information, content, and other materials available thereon, is exclusively owned by Fiverr and protected by copyright and trademark law. 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): (i) copy, transfer, adapt, modify, distribute, transmit, display, create derivative works, publish or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) remove any copyright notice, identification or any other proprietary notices, or; (iv) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Site; (v) attempt to gain unauthorized access to, interfere with, damage or disrupt the Site or the computer systems or networks connected to the Site; (vi) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Site; (vii) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Site to monitor, extract, copy or collect information or data from or through the Site, or engage in any manual process to do the same, (viii) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems, (ix) 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 (x) access or use the Site in any way not expressly permitted by these Fiverr Pro 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 Fiverr Pro Terms, 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.

6.6 Feedback Rights

To the extent that you provide Fiverr with any comments, suggestions or other feedback regarding the Fiverr platform or Fiverr Pro, 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.

7. Conduct on Fiverr Pro

7.1 User Conduct

- Fiverr maintains a friendly, community-spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Fiverr. You undertake to comply with the User Conduct and Protection section in the General Terms of Service found [here](#) and with Fiverr’s Community Standards found [here](#), which are a set of behavior rules and guidelines, applicable to the Fiverr community and marketplace in addition to these Fiverr Pro Terms, each as may be updated from time to time.
- These Fiverr Pro Terms, the General Terms of Service, and Fiverr’s Community Standards apply to all Team Members. If any Team Member violates any such terms and/or standards, it may affect other Team Members’ ability to use Fiverr, and Fiverr may suspend or close the Pro Account and/or the applicable Team Member Account.

7.2 Reporting Violations

If you come across any content or any other user misconduct that may violate the Fiverr Pro Terms, the General Terms of Service and/or our Community Standards you should report it to us through the appropriate channels created to handle those issues as outlined in our General Terms of Service. 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.

7.3. User-Generated Content ("UGC")

All content uploaded to Fiverr by users is UGC. Fiverr does not proactively check user uploaded/created content 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 Fiverr platform, you represent and warrant that you and/or the Client 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 Fiverr (including Fiverr Pro) 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. Reported violating content may be removed or disabled.
- Furthermore, Fiverr is not responsible for the content, quality or the level of service provided by the Freelancers (even if they are Pro Freelancers, Top Rated Freelancers, offer Promoted Services or otherwise). We provide no warranty with respect to the Services, their delivery, any communications between Clients and Freelancers, 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 Freelancer undertakes that they have sufficient permissions, rights and/or licenses to provide, sell or resell the service that is offered on Fiverr.
- 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 these Fiverr Pro Terms. Note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

7.4 Delivered Files

You are responsible for scanning all delivered 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.

7.5.Reviews

- Any Team Member can leave a review on Orders placed by him after an Order is marked as complete. Reviews are unavailable for orders made through the Logo Maker.
- Your reviews will be publicly displayed on Fiverr.
- You also have the option to display your delivered work together with the review on Freelancer's Service page. Fiverr retains the right to use all publicly published delivered works and Logo Designs that the user has agreed to include and is published as part of a review, for Fiverr marketing and promotional purposes.
- For more information about reviews, see the Review section in the [General Terms of Service](#).

8. Dispute and Cancellation; Satisfaction Guarantee

- We encourage Clients and Freelancers to try and settle Order conflicts amongst themselves using the Fiverr Resolution Center. If such efforts fail or if you encounter non-permitted usage by other users, you can contact Fiverr's Customer Support department for assistance [here](#).
- For more information about disputes, cancellations and refunds please refer to the Payment Terms.
- Fiverr Pro offers a satisfaction guarantee refund to Clients for Orders and for Domain Expert Sourcing, as detailed in the [Fiverr Pro Satisfaction Guarantee policy](#). Fiverr Pro Satisfaction Guarantee does not apply to Hourly Contracts.

9. Business Rewards Program

9.1. Introduction

We offer a business rewards program to reward our Clients for their continued engagement. The Business Rewards Program includes various membership tiers offering unique benefits based on annual purchases of Fiverr Pro Clients.

9.2 Enrollment

All Fiverr Pro Clients are automatically enrolled in the Business Rewards Program.

9.3 Tiers Progression

The Business Rewards Program includes three membership tiers for Clients, based on their annual spending on Fiverr Pro. You can progress to the next tier by purchasing Services through Fiverr Pro and reaching the next spend level criteria. In order to maintain your tiers, you need to meet the below-mentioned criteria in every calendar year. Each completed Order, during the calendar year counts for the Business Rewards Program tier progress and remains valid until the end of that calendar year. You may move to a lower Tier if the threshold is not maintained by the end of that calendar year, while progressing in tiers is automatic once threshold is met and remains in force until the end of the next calendar year.

9.4 Tiers, Thresholds & Benefits

Business Rewards Program tiers, thresholds and benefits, are as detailed [here](#).

9.5 General

- Only paid and completed Orders are accounted for the different tiers and Fiverr Credits.
- The amounts spent to qualify for tier calculation and credits eligibility do not include Fiverr's service fees, or taxes (when applicable).
- Canceled Orders will no longer be accounted for Fiverr Credits or for Tier progression. If Fiverr Credits were added to your Pro Account and the Order was then canceled, the same amount will be deducted from your Fiverr Balance upon cancelation.
- Once the Order is completed or deposit is made, it may take up to 24 hours to add the Fiverr Credits to your Pro Account.
- Fiverr Credits expire following three months from their receipt, and are subject to [Fiverr's Payment Terms](#).
- The total amount of purchases is calculated based on the US dollar value of the purchases. When paying in local currency, prices are derived from the US dollar value.

- Fiverr may terminate participation in the Business Reward Program for violations of these Fiverr Pro Terms or the Community Standards.
- We may discontinue or change, at any time, the Business Rewards Program and any of its features, including the benefits, membership tiers, eligible threshold for progression, and the way the program is structured.

10. 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](#).

11. Disclaimer of Warranties

YOUR USE OF FIVERR, FIVERR PRO, ITS CONTENT, FEATURES, SERVICES AND PROGRAMS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE FIVERR PLATFORM IS AT YOUR OWN RISK. FIVERR, FIVERR PRO, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE FIVERR PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. 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.

12. Limitation on Liability

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 FIVERR MARKETPLACE, FIVERR PRO, ANY WEBSITES LINKED TO IT, THE CONDUCT OF THIRD PARTIES, ANY CONTENT ON FIVERR PRO OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH FIVERR PRO 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.

13. 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 Fiverr Pro Terms or any other Fiverr terms or policies; (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 profile and/or your use of the Site or Services caused to a third party. 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.

14. General Terms

14.1 Confidentiality.

- Freelancers are obligated to treat any information received from the Client as highly sensitive, top secret and classified material. For more information see the Confidentiality section in the General Terms of Service.
- Certain information relating to Fiverr (including Fiverr Pro) and features thereof may be disclosed to Team Members participating in a design partnership program for the purpose of providing feedback to us (“**Design Partners**”). This information is sensitive and of confidential nature and you shall not disclose it to anyone without our prior permission. Design Partners undertake to maintain such information in strict confidence, not disclose it to anyone, and not to use it for any purpose other than participating in the design partnership program. We may use any feedback provided to us about any of our services or products without any limitation and without any consideration. You on behalf of your employer or third party, grant us all rights, title, and ownership of such feedback. You will not acquire any rights or licenses in any of Fiverr’s services or in any of our IP through your provision of feedback to us.

14.2 Modifications

We may make changes to these Fiverr Pro Terms from time to time, 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. When changes are made, we will make a new copy of these Fiverr Pro Terms available on this page. You understand and agree that if you use Fiverr Pro after the date on which these Fiverr Pro Terms have changed, your use will be considered as acceptance of the updated Fiverr Pro 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"](#).

14.3 Severability

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

14.4 Entire Agreement

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

14.5. 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 Fiverr Pro Terms nor shall it legally bind us in any way.

14.6 Discontinuation of Fiverr Pro

We may add, modify or discontinue any feature, functionality or any other tool, within the Fiverr Pro service, or suspend Fiverr Pro altogether, at our own discretion, at any time, and without further notice.

14.7 Machine Translation

- Certain user-generated content on the Site has been translated for your convenience using translation software powered by Amazon or 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 non infringement.

- The official text is the English version of the Site. Fiverr makes this translation available for certain languages for convenience only. In case of conflicts between the original English version and any translation, the English version shall prevail.
- Any discrepancies or differences created in external 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.