

Human Resources Service Terms

Last updated July 11, 2022

These Human Resources Service Terms (these “HR Terms”), together with the Gusto Terms of Service Agreement available at www.gusto.com/terms (the “Gusto Terms”) and the Gusto Payroll Service Terms available at www.gusto.com/terms/payroll (the “Payroll Terms”) (collectively, the “HR Agreement”), set forth the terms and conditions under which Gusto, Inc., (“Gusto”), agrees to provide to Users certain human resources (“HR”) services (the “HR Services”), through Gusto’s website, www.gusto.com (the “Site”).

These HR Terms are “Service Terms” under the Gusto Terms. Capitalized terms used but not otherwise defined in these HR Terms shall have the meanings ascribed to such terms in the Gusto Terms. The HR Agreement is a legally binding agreement between User and Gusto. User is encouraged to read the HR Agreement carefully and to save a copy of it for User’s records. If User is agreeing to these HR Terms on behalf of a business or an individual other than User, User represents and warrants that User has authority to bind that business or other individual to the HR Agreement, and User’s agreement to these terms will also be treated as the agreement of such business or individual. In that event, “User” (as defined in the Gusto Terms) also refers to that business or individual. By (i) clicking the applicable button to indicate User’s acceptance of the HR Agreement, (ii) clicking the applicable button to indicate User’s choice of a Complete, Concierge, Select, or Premium Service Plan, (iii) clicking the applicable button to indicate User’s choice to upgrade to a Complete, Concierge, Select, or Premium Service Plan, (iv) clicking the applicable button to enroll in the HR Services, or (v) accessing or using the HR Services, User accepts the HR Agreement, and User agrees, effective as of the date of such action, to be bound by the HR Agreement.

1. These HR Terms Are Part of and are Governed by the Gusto Terms

The terms and conditions of the Gusto Terms agreed to in connection with the creation of User’s Account, including but not limited to all representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities relating to the Services, are incorporated herein by reference, and User acknowledges and agrees that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Gusto Terms shall remain in full force and effect to the full extent provided therein.

If the terms and conditions of these HR Terms conflict with the terms and conditions of the Gusto Terms or the Payroll Terms, the terms and conditions of these HR Terms shall control with respect to the provision of the HR Services.

THE GUSTO TERMS, AVAILABLE AT WWW.GUSTO.COM/ABOUT/TERMS, CONTAIN IMPORTANT INFORMATION REGARDING LIMITATIONS OF GUSTO’S LIABILITY, GUSTO’S WARRANTY DISCLAIMERS, USER’S INDEMNIFICATION OBLIGATIONS, USER’S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING THE HR AGREEMENT, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. Gusto’s Provision of the HR Services is Governed by the HR Agreement

Subject to the terms and conditions of the HR Agreement, Gusto agrees to use commercially reasonable efforts to provide User the HR Services in accordance with the HR Agreement.

3. The HR Support Center is Governed by the HR Support Center Terms

Gusto partners with HRAnswerLink, Inc., an independent third party (“HRAnswerLink”), to provide additional HR resources (the “HR Support Center”) that are separate from Gusto’s HR Services. The HR Support Center is directly provided to Users by HRAnswerLink and is made available to Users that have (i) subscribed to the Concierge, Select, or Premium Service Plans, or to users on the Plus Service Plan who have selected to enroll in the HR Services as an add-on, and (ii) agreed to the [HR Support Center Terms](#). Gusto makes the HR Support Center available to such Users via links published on the HR Resource Center page on the Gusto Platform. The HR Support Center includes resources such as (i) informational materials on HR topics, and (ii) online forms and an “Ask the Pro” hotline for Users to submit HR questions to HRAnswerLink’s HR Pros. If you do not agree to the [HR Support Center Terms](#), then you may not use the HR Support Center.

User agrees to not share any Protected Health Information (as that term is defined in 45 C.F.R. Part 160) with HRAnswerLink at any time, in any format, including, but not limited to, electronically through the HR Support Center or verbally through the “Ask the Pro” hotline.

4. Obligations Under the Gusto Terms

In addition to the obligations specified in these HR Terms, User has certain obligations under the Gusto Terms, including but not limited to obligations to (i) designate an Account Administrator; (ii) be responsible for actions taken under User’s Account; (iii) provide accurate, timely, and complete information required for Gusto to perform the HR Services and maintain the accuracy and completeness of such information; (iv) refrain from taking certain prohibited actions, as described in further detail in Section 8 (User Is Responsible for Certain Information and Obligations Relating to the Services), Section 10 (Third-Party Services, Websites, and Resources), and Section 13 (General Prohibitions) of the Gusto Terms.

5. HR Services

Provided that User meets User’s obligations and complies with the terms of the HR Agreement, then as long as User is either (i) enrolled in the Complete Plan, Concierge Plan, Select Plan, or Premium Plan, or (ii) enrolled in the Plus Plan and has added the HR Services as an add-on service, as detailed at <https://gusto.com/product/pricing>, Gusto will provide User with the HR Services. The HR Services shall include Gusto (i) providing certain customizable letters, agreements, and personnel documents (the “HR Templates”); (ii) assisting with employee onboarding; and (iii) providing the paid-time off requests, employee directory, organizational chart, Document Vault (as defined below), and employee surveys features.

6. No Legal or Professional Advice

User acknowledges that any information provided by Gusto through the HR Services is intended for User’s general use, does not constitute legal advice, and should only be used as a starting point. To the extent legal advice is required, User should consult with an attorney. User is ultimately responsible for its compliance with all federal, state, and local laws, and any citations, fines, penalties, or costs associated with noncompliance. Gusto encourages Users to consult with attorneys or HR professionals in their jurisdiction with regards to employment or HR issues or questions specific to their organization and/or circumstances. Gusto neither controls nor takes responsibility for any decisions made by User or User’s organization as to hiring, employment, advancement, termination, or compensation of any employee or contractor.

7. HR Services Fees

If User is enrolled in the Plus Service Plan and chooses to enroll in the HR Services as an add-on service, then Gusto will invoice, and User agrees to pay, the monthly fees for the HR Services (the “HR Services Fees”) in accordance with Section 2 of the Gusto Terms (“Services Fees and Charges”). The HR Services Fees are listed on the applicable fee schedules at <https://gusto.com/product/pricing>. Gusto reserves the right to change the HR Services Fees, including which Gusto Service Plans are eligible for the HR Services and which Gusto Service Plans are required to pay the HR Services Fees, at any time in Gusto’s sole discretion.

8. Proprietary Rights

User acknowledges that the HR Templates constitute Gusto Content. User acknowledges and affirms that User shall not use Gusto Content contrary to any provisions set forth in the Gusto Terms, including but not limited to, Section 11 (Proprietary Rights) and Section 13 (General Prohibitions).

Through the HR Services, Gusto may expressly permit User to modify or edit certain HR Templates. HR Templates are Gusto Content; however, once personalized or modified, HR Templates become "Modified Content." Gusto grants User a limited, revocable, non-sublicensable license to use, reproduce, copy, and distribute the Gusto Content contained within the Modified Content, solely for User's internal business purposes, for as long as User meets User's payment obligations and complies with the terms of the HR Agreement.

User agrees that User has no ownership rights in any of the Gusto Content contained within the Modified Content, including, without limitation, the Gusto logo, designs, text, graphics, pictures, information, and the selection and arrangement thereof. User agrees that User shall not (i) resell, (ii) publicly distribute, perform or display, (iii) modify or make derivative works of; or (iv) use for any commercial, improper, or unauthorized purpose, any Gusto Content or Modified Content. Notwithstanding the foregoing, User may individually distribute and otherwise use the Modified Content, such as offer letters, for User's internal business use.

9. Document Vault

Certain Users may upload User Content and Modified Content to be stored on the Site (the "Document Vault") and post User Content and Modified Content to specific user accounts (the "Employee Pages"). User acknowledges and affirms that all files such User digitally uploads or posts to the Document Vault or Employee Pages, on an individual basis or on behalf of the organization, comply with the Gusto Terms, including the first bullet of Section 13 (General Prohibitions), Section 14 (Gusto's Rights to Monitor User Content and Conduct), and Section 17 (The Platform Can Cause Irrevocable Damage to User Content). If User digitally uploads or posts files to the Document Vault that violate the Gusto Terms or Gusto's storage quota, as determined by Gusto in its sole discretion, Gusto may suspend or terminate User's access to the Document Vault. If User is an employer, then User represents that User has provided any and all notices and information to its employees regarding the foregoing, in compliance with all applicable laws. User further represents that User has obtained consent from any party, to the extent User is legally or contractually obligated to obtain such consent, prior to the uploading and sharing of User Content and Modified Content to Employee Pages.

User may view and/or download certain documents that User uploads to the Document Vault or to which User has been given viewing and/or downloading rights by another User. If User is an employer, then if User has granted its employees with viewing and/or downloading access to documents accessible via their Employee Pages, User may not be able to restrict or terminate such access at a later point. User acknowledges that Gusto is not responsible for the content, validity, or enforceability of any documents uploaded to the Document Vault or any data contained within those documents.

From time to time, scheduled system maintenance or emergency maintenance may occur, and during such periods, the documents uploaded to the Document Vault may be inaccessible and unavailable, with or without notice to User.