

## International Contractor Payments Terms of Service

*Last Updated: October 8, 2021*

These Gusto International Contractor Payments Beta Terms of Service (the “**International Contractor Payments Beta Terms of Service**”), together with the Gusto Terms of Service Agreement available at <https://gusto.com/about/terms> (the “**Gusto Terms**”) and the Gusto Payroll Service Terms available at <https://gusto.com/about/terms/payroll> (the “**Payroll Terms**”) (collectively, the “**International Contractor Payments Beta Agreement**”), set forth the terms and conditions under which Gusto, Inc. (“**Gusto**”) at <https://gusto.com> (the “**Gusto Platform**”), agrees to provide eligible customers (each, a “**Customer**”) with the opportunity to process wire payments to independent contractors that are non-United States citizens that both have a permanent residence and are being paid for work performed outside the United States (each recipient, an “**International Contractor**” and each payment, an “**International Contractor Payment**”) (the “**International Contractor Payments Beta Service**”).

These International Contractor Payments Beta Terms of Service are “Terms of Service” under the Gusto Terms. Capitalized terms used but not otherwise defined in these International Contractor Payments Beta Terms of Service have the meanings ascribed to such terms in the Gusto Terms and the Payroll Terms, as applicable. The International Contractor Payments Beta Agreement is a legally binding agreement between Gusto and both the Customer and International Contractor, as applicable. Both the International Contractor and the individual agreeing to these International Contractor Payments Beta Terms of Service on behalf of Customer (the “**Authorized Signatory**”) are encouraged to read the International Contractor Payments Beta Agreement carefully and to save a copy of it for their records. The Authorized Signatory represents and warrants that such Authorized Signatory has the authority to bind Customer to the International Contractor Payments Beta Agreement. By (i) checking the box presented with these International Contractor Payments Beta Terms of Service, (ii) initiating a payment to using the International Contractor Payments Beta Service, or (iii) onboarding as an International Contractor for the purpose of receiving a payment using the International Contractor Payments Beta Service, effective as of the date of such action, International Contractor and Customer agree to be bound by the International Contractor Payments Beta Agreement.

### 1. These International Contractor Payments Beta Terms of Service are Part of and Governed by the Gusto Terms and the Payroll Terms

The terms and conditions of the Gusto Terms and the Payroll Terms, including but not limited to all representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities relating to the Payroll Service, are incorporated herein by reference. International Contractor and Customer acknowledge and agree that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Gusto Terms and the Payroll Terms shall apply to International Contractor and Customer’s use of the International Contractor Payments Beta Service in full force and effect.

If the terms and conditions of these International Contractor Payments Beta Terms of Service conflict with the terms and conditions of the Gusto Terms or the Payroll Terms, then the order of precedence with respect to which terms and conditions control Customer’s or International Contractor’s use of the International Contractor Payments Beta Service will be as follows: the terms and conditions of these International Contractor Payments Beta Terms of Service, followed by the terms and conditions of the Payroll Terms, and lastly, followed by the terms and conditions of the Gusto Terms.

THE GUSTO TERMS, AVAILABLE AT [HTTPS://GUSTO.COM/ABOUT/TERMS](https://gusto.com/about/terms), CONTAIN IMPORTANT INFORMATION REGARDING LIMITATIONS OF GUSTO’S LIABILITY, GUSTO’S WARRANTY DISCLAIMERS, CUSTOMER’S INDEMNIFICATION OBLIGATIONS, CUSTOMER’S AND INTERNATIONAL CONTRACTOR’S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING GUSTO’S PROVISION OF THE INTERNATIONAL CONTRACTOR PAYMENTS BETA SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

### 2. Gusto Provision of the International Contractor Payments Beta Service is Governed by the International

## **Contractor Payments Beta Agreement**

Subject to the terms and conditions of the International Contractor Payments Beta Agreement, Gusto agrees to use commercially reasonable efforts to provide Customers and International Contractors with the International Contractor Payments Beta Service in accordance with the International Contractor Payments Beta Agreement.

### **3. Obligations Under the Gusto Terms**

In addition to the obligations specified in these International Contractor Payments Beta Terms of Service, Customers and International Contractors have certain obligations under the Gusto Terms, including but not limited to obligations to (i) if a Customer, designate an Account Administrator; (ii) be responsible for actions taken under Customer's or International Contractor's Account; (iii) follow instructions Gusto provides to Customer and International Contractor with respect to the Services; (iv) provide accurate, timely, and complete information, and maintain the accuracy and completeness of such information, in order for Gusto to perform the Services; and (v) abide by certain obligations and 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 13 (General Prohibitions), and Section 21 (Duty to Mitigate) of the Gusto Terms.

### **4. International Contractor Payments Beta Service**

Provided that Customer and International Contractor meet their obligations and comply with the terms of the International Contractor Payments Beta Agreement, Gusto will provide Customers and International Contractors with the International Contractor Payments Beta Service. The International Contractor Payments Beta Service shall be limited to (i) allowing Customers to submit basic information on behalf of and electronically send invitations to International Contractors to onboard to Gusto; (ii) collecting personal information from International Contractors as necessary to perform identity screening, such screening as described in Section 9 of this Agreement; (iii) assisting Customers with United States Internal Revenue Service recordkeeping requirements for International Contractor Payments through the mandatory intake of the [W-8BEN](#) or [W-8BEN-E](#) tax forms, as applicable; and (iv) provided that International Contractors successfully complete Sanctions Screening, allowing Customers to process wire payments and bank transfers to International Contractors on the Gusto Platform.

Customer is solely responsible for ensuring the timeliness of any payment. Gusto will undertake commercially reasonable efforts to initiate the processing of payments according to Customer's request. Gusto's standard processing time for payroll and contractor payments is approximately four (4) business days, but if Customer qualifies for one of Gusto's expedited payroll processing programs (each, an "Expedited Payroll Program"), then subject to the provisions of the [Payroll Service Terms](#), and subject to an Account Administrator approving and submitting payroll information to Gusto, Gusto will attempt to process Customer's International Contractor payments in less than four (4) business days. Customer acknowledges that its eligibility for expedited payroll processing programs may be reviewed, modified, or cancelled at the sole discretion of Gusto, and Gusto has no obligation to provide expedited payroll processing services to Customer. Processing time is based on business day schedules of the United States and the payment host country and does not include weekends or holidays.

Customer acknowledges and agrees that payments may be delayed due to Sanctions Screening as described in Section 9, and that Gusto has the right to delay or reject the processing of payments pending the interim results or outcome of such Sanctions Screening. Without limiting the scope of Section 15 below, Gusto bears no responsibility for any delays, failures, errors, bouncebacks, or modifications to processing schedules due to eligibility checks or Sanctions Screenings, or for any act or omission by a third party including but not limited to: the recipient bank, Third-Party Services, regulatory agencies or authorities, tax authorities, any other financial institution, or any third party technology provider.

### **5. Third-Party Services**

Customer understands that Gusto will, from time to time, partner with certain Third-Party Services in order to provide the International Contractor Payments Beta Service. These Third-Party Services may include the following services, each of which maintain their own terms of service and privacy policy:

<b>Third-Party Service</b>	<b>Terms and Conditions</b>	<b>Privacy Policy</b>
Wise	<a href="#">Terms and Conditions</a>	<a href="#">Privacy Policy</a>
dLocal	<a href="#">Terms and Conditions</a>	<a href="#">Privacy Policy</a>
Rapyd	<a href="#">Terms and Conditions</a>	<a href="#">Privacy Policy</a>
The Currency Cloud	<a href="#">Terms and Conditions</a>	<a href="#">Privacy Policy</a>
JPMorgan Chase	<a href="#">Terms and Conditions</a>	<a href="#">Privacy Policy</a>

Gusto is not responsible for the acts or omissions of any Third-Party Service. By using the International Contractor Payments Beta Service, Customer authorizes Gusto to share certain personal information with these Third-Party Services as is necessary to provide the International Contractor Payments Beta Service. This information includes:

- Identification Information, including name, address, and other identification information, including Mandatory Personal Information needed for Sanctions Screening as defined in Section 9 of these International Contractor Payments Beta Service Terms;
- Financial Information, including bank account and routing numbers, and other such bank information as may be needed in order to transmit a payment to an International Contractor; and
- Taxpayer Information, including information provided by International Contractors on IRS Tax Form [W-8BEN](#) or [W-8BEN-E](#).

Customer and International Contractor acknowledge and agree that all disclaimers and terms in Section 10 of the Gusto Terms (“Third-Party Services, Websites, and Resources”) apply here in full effect. Third-party services handle your information in accordance with their own practices and privacy policies. Gusto is not responsible for their policies, practices, or handling of your information. For more information please see Gusto’s [Privacy Policy](#).

Gusto may add or modify this list of Third-Party Services from time to time. If Gusto does so, Gusto shall let Customer and International Contractor know either by posting the modified International Contractor Payments Beta Service Agreement on the Platform or Site or through other communications. It is important that Customer and International Contractor review the International Contractor Payments Beta Service Agreement whenever Gusto modifies it because if Customer and International Contractor continue to use the Platform or International Contractor Payments Beta Service after Gusto has notified Customer and International Contractor of the modification and the modified International Contractor Payments Beta Service Agreement has been posted on the Platform or Site, Customer or International Contractor is indicating to Gusto that Customer or International Contractor agrees to be bound by the modified International Contractor Payments Beta Service Agreement.

## **6. Restricted Activities**

User acknowledges and agrees that User will not use the Bill Pay Alpha Service for any of the activities listed below (“Restricted Activities List”):

- activities that violate any law, statute, ordinance or regulation;
- activities that relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes or tobacco, (d) items that encourage, promote, facilitate

or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene or pornographic, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law;

- activities that relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (g) involve currency exchanges or check cashing businesses, (h) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (i) involve offering or receiving payments for the purpose of bribery or corruption; or
- activities that involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent, or that relate to any entity or individual included on any global sanction list.

## 7. Bank Account Debiting and Crediting by Gusto and Third-Party Services

Without limiting the scope or applicability of Section 8 of the Payroll Terms ("Bank Account Debiting and Crediting"), Customer authorizes Gusto and any applicable Third-Party Services listed in Section 5 of these International Contractor Payments Beta Terms, to initiate debit Entries to the Bank Account in such amounts as are necessary to fund Customer's amounts to be paid to any International Contractors; pay any fees or charges associated with the International Contractor Payments Beta Service, including, without limitation, (i) finance charges; and (ii) markups, Third-Party Service fees associated with a currency conversion or payment transaction. Gusto and its Third-Party Services are not responsible for determining whether the bank accounts of any payors or payees have deposit or withdrawal restrictions. In the event that such restrictions prevent the transmission of payment, Customer acknowledges and agrees that any fees or markups associated with that payment and paid to Gusto or its Third Party Services are nonrefundable.

## 8. Currency Conversion

When processing an International Contractor Payment using expedited payroll processing programs, Customer may submit amounts to be paid to an International Contractor in either United States Dollars ("**USD**") or a foreign currency ("**Foreign Currency**"). Payments processed using the standard schedule of approximately four (4) business days for International Contractors are only available in USD due to the uncertainty and potential fluctuations of foreign exchange rates over the longer period of processing time. Payments processed using expedited payroll processing programs will be converted using a foreign exchange rate, and the exchange rate will be determined at or around the time that the Customer enters the payment information, and the exchange rate will be subsequently communicated to Customer via an email notification. Gusto's exchange rate for the payment will be based on: market rates, volatility of the target currency, market conditions, Gusto's desired rate of return, Third-Party Service fees or markups, and other economic or business factors. Customer acknowledges that exchange rates fluctuate dramatically over time and that market conditions and currency volatility may also change dramatically over time. In the event that there is a delay in the transmission of the payment due to factors including but not limited to (i) Sanctions Screening or other eligibility screening processes; (ii) bouncebacks from the recipient International Contractor's financial institution; or (iii) other factors that Gusto may communicate to Customer, Customer acknowledges that a different exchange rate may be applied to Customer's payment.

Customer acknowledges that Gusto may implement minimum payment thresholds, which may vary by country and be updated from time to time. If Customer believes that the currency conversion of the International Contractor Payment presented is incorrect, Customer should not submit the International Contractor Payment. Once an International Contractor Payment is submitted, Gusto will (i) debit Customer's designated bank account for the International Contractor Payment in USD; and (ii) initiate a wire payment to the International Contractor in either the Foreign Currency or USD, as selected by the Customer.

Customer acknowledges and agrees that Customer will be unable to modify or delete an International Contractor Payment after 4pm (Pacific Time) on the business day on which an International Contractor Payment is transmitted or scheduled to be transmitted. As such, Customer should carefully review all information and amounts before submitting the International Contractor Payment, including but not limited to: bank institution number, bank name, transit number, bank account number, and Swift code. Failure to do so may result in the forfeiture of an International Contractor Payment to the extent that an International Contractor Payment is routed to an incorrect bank account.

## 9. Eligibility and Sanctions Screening

In order to qualify as an International Contractor and be eligible to receive payments through the International Contractor Payments Beta Service, the recipient of any payment must: (i) be classified as an independent contractor and not as an employee under applicable employment laws; (ii) be at least eighteen years of age; (iii) permanently reside and perform the work to be paid via the International Contractor Payments Beta Service in an eligible foreign country; (iv) provide Mandatory Personal Information (as defined below), either directly or through Customer, for the purposes of identity verification, fraud protection, risk assessment, permissible payment review, provision of the International Contractor Payments Beta Service, and compliance with Applicable Laws; and (v) successfully pass Gusto and its payment partner's screenings related to identity verification, fraud protection, and risk assessment. If an International Contractor does not successfully pass sanctions or related screenings, then International Contractor cannot be paid via the International Contractor Payments Beta Service. "**Mandatory Personal Information**" is defined as an International Contractor's: full legal name, full business name and business ownership information including any direct/indirect beneficial ownership or controlling ownership information that may be solicited by Gusto (if applicable), date of birth, permanent residence, mailing address (if different from permanent residence address), foreign tax identifying number, and bank account information. Additional information may be requested and required to confirm eligibility and to complete the sanctions or related screenings.

Customer acknowledges and agrees that Gusto will not refund any processing fees or other markups associated with a payment submitted to an International Contractor if the International Contractor is determined to be ineligible based on the above criteria in Gusto's or a Third Party Service's sole discretion.

## 10. Provision and Certification of Required United States Tax Forms

In addition to the eligibility requirements set forth in Section 9 of these International Contractor Payments Beta Terms of Service, International Contractor must fill out, sign and upload to the Gusto Platform an accurate, complete, and certified copy of either IRS Form [W-8BEN](#) or [W-8BEN-E](#) for the purposes of Gusto and Customer's record keeping. International Contractor should carefully read the instructions associated with the [Instructions for Form W-8BEN](#) or Instructions for [Form W-8BEN-E](#), as applicable.

If completing IRS Form W-8BEN or W-8BEN-E, International Contractor must certify under penalties of perjury that: (i) International Contractor is not a U.S. person; (ii) International Contractor is a resident of an eligible foreign country within the meaning of the income tax treaty between the United States and said applicable foreign country; and (iii) the income to which payment is sought via the International Payments Beta Service is: (a) not effectively connected with the conduct of a trade or business in the United States; (b) effectively connected but is not subject to tax under an applicable income tax treaty; or (c) the partner's share of a partnership's effectively connected income.

Once submitted, International Contractor will be unable to modify IRS Form W-8BEN or W-8BEN-E on the Gusto platform. If International Contractor changes their permanent address or otherwise needs to amend IRS Form W-8BEN or W-8BEN-E, International Contractor agrees to work directly with Customer to provide Customer and Gusto with such amended Forms. Customer agrees to ensure accurate and updated information is included on any initial or subsequent IRS Form W-8BEN or W-8BEN-E provided by Contractor.

## 11. Service Fees and Charges

As part of the International Contractor Payments Beta Service, Gusto will invoice and debit Customer on a monthly basis. Customer agrees to pay Gusto (i) in accordance with the plan pricing listed at <https://gusto.com/product/pricing> (as such list may be updated,

modified, or otherwise changed from time to time) in addition to (ii) the “**International Contractor Payments Beta Services Fees**” as displayed by Gusto and agreed to be paid by Customer upon Customer’s submission of an International Contractor Payment. Customer further authorizes Gusto to debit Customer’s designated bank account, as specified by Customer through the Gusto Platform, for all International Contractor Payments Beta Services Fees as they become payable during the Term.

Additionally, Customer agrees to reimburse Gusto for any sales, use, and similar taxes arising from the provision of the International Contractor Payments Beta Service that any federal, state, or local governments may impose. Any such taxes will be included on Customer’s monthly invoice.

Gusto does not invoice or charge International Contractors fees for their receipt of payments through the International Contractor Payments Beta Service. Gusto is not responsible and will not reimburse International Contractor for any fees directly incurred as a result of an International Contractor Payment, such as but not limited to transaction or foreign exchange fees imposed by International Contractor’s financial institution.

Customer acknowledges and agrees that markups and fees (including any Third-Party Service markups or fees) applied to a payment will be non-refundable in the event that a payment is not processed due to (i) the ineligibility of the recipient International Contractor as determined by Gusto or a Third Party Service pursuant to Section 9, or; (ii) circumstances beyond Gusto’s control including, but not limited to, bouncebacks or errors from the recipient financial institution; Customer’s or International Contractor’s failure to provide or correct information required by any Third-Party Service or other financial intermediary including banks; incorrect payment or banking information supplied by Customer or International Contractor; any act or omission by one of the Third-Party Services described in Section 5; or any other circumstance beyond Gusto’s control reflected in Section 15 or otherwise.

## **12. Compliance with Laws**

Customers and International Contractors must comply with any and all laws, rules, or regulations applicable to the International Contractor Payments Beta Service (collectively, the “**Applicable Laws**”). Customer agrees not to engage in any fraudulent, deceptive, or illegal financial practices or activities; or use the Services to: directly or indirectly support any such practices or activities; or carry on any unlawful activity knowing that the transaction is designed in whole or in part to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or conduct any activity to avoid a transaction reporting requirement under any applicable laws or regulations.

Customer and International Contractor acknowledge and agree that the International Contractor Payments Beta Service does not include: (a) payments to International Contractors not residing and performing work in eligible foreign countries; (b) employment law guidance as it relates to contractor classification; or (c) tax guidance as it relates to U.S. or foreign tax withholding or reporting. Any information that Gusto provides in connection with the International Contractor Payments Beta Service is for informational purposes only and should not be construed by Customer as legal, tax, or accounting advice. Gusto highly recommends that Customer consult with a legal counsel or tax expert prior to Customer’s use of the International Contractor Payments Beta Service.

Customer acknowledges and agrees that it is solely responsible for reviewing any tax documentation provided by International Contractor for accuracy and completeness.

International Contractor acknowledges and agrees that it is solely responsible for calculating, filing, and/or remitting taxes owed to any domestic or foreign tax agency related to its receipt of International Contractor Payments.

## **13. Modifications**

Because the International Contractor Payments Beta Service is still under development, Gusto may change or discontinue all or any part of the International Contractor Payments Beta Service at any time, with or without notice, at Gusto’s sole discretion. Gusto may also modify, amend, or restate the International Contractor Payments Beta Agreement at any time, in Gusto’s sole discretion. If Gusto does so, Gusto shall let Customer know either by posting the modified International Contractor Payments Beta Agreement on the Gusto Platform or through other electronic communications. It is important that Customer review and agree to the International Contractor

Payments Beta Agreement whenever Gusto modifies it because if Customer continues to use the International Contractor Payments Beta Service after Gusto has notified Customer of the modified Customer Agreement, Customer agrees to be bound by the modified International Contractor Payments Beta Agreement. If Customer does not agree to be bound by the modified International Contractor Payments Beta Agreement, then Customer may not continue to use the International Contractor Payments Beta Service.

## 14. Term and Termination

The International Contractor Payments Beta Agreement will commence when Customer agrees to the International Contractor Payments Beta Agreement, and it will terminate upon the earlier to occur of (a) the initial commercial release by Gusto of a generally available version of the International Contractor Payments Beta Service; and (b) termination of the International Contractor Payments Beta Agreement by Gusto or Customer in accordance with this Section 14 (the "**Term**").

Gusto reserves the right to suspend or terminate any Customer from the International Contractor Payments Beta Service or the Gusto Services, in accordance with this Section 14 of this International Contractor Payments Beta Agreement, to the extent that Customer or International Contractor utilizes the International Contractor Payments Beta Service in a manner that is inconsistent with these International Contractor Payments Beta Terms of Service.

Gusto may immediately (i) suspend or restrict Customer's Account; (ii) suspend or restrict Customer's or International Contractor's access to the Gusto Platform or the International Contractor Payments Beta Service; (iii) block Customer's or International Contractor's ability to use any particular feature of the International Contractor Payments Beta Service; or (iv) terminate the International Contractor Payments Beta Service and the International Contractor Payments Beta Agreement, in each case with or without notice to Customer or International Contractor, in the event that: (i) Gusto has reason to suspect that Customer or International Contractor may be in violation of the International Contractor Payments Beta Agreement or any Applicable Laws; (ii) Gusto determines that Customer's or International Contractor's actions are likely to cause legal liability for or negative impact to Gusto; or (iii) Gusto believes that Customer or International Contractor has misrepresented any data or information or that Customer or International Contractor has engaged in fraudulent or deceptive practices or illegal activities.

Upon any expiration or termination of the International Contractor Payments Beta Agreement, Customer's right to access and use the International Contractor Payments Beta Service will automatically terminate; provided, however, that Gusto will generally continue to provide Customer with the Limited Access Rights described in Section 22 (Term; Termination; Suspension) of the Gusto Terms, subject to the terms and conditions therein.

## 15. Gusto Is Not Responsible for Things Gusto Cannot Control

Gusto is not responsible or liable for any delays or failures in performance from any cause beyond Gusto's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, pandemics, terrorist acts, acts or omissions of third-party technology providers (including, but not limited to, any Third-Party Services listed in these International Contractor Payments Beta Terms), acts or omissions of third-party financial institutions or designated payment recipients, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of Customer. In the event that Gusto is unable to transmit a payment for any of these reasons

## 16. Indemnification

Customer will indemnify and hold harmless Gusto and its officers, directors, employees, and agents (the "**Indemnified Parties**") from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) arising out of or in any way connected with Customer's or International Contractor's (i) access to the International Contractor Payments Beta Service; (ii) violation or alleged violation of the International Contractor Payments Beta Agreement; (iii) violation or alleged violation of any third-party right, including any right of privacy or publicity; (iv) breach of covenants, representations, or warranties; (v) violation of any law, regulation, or treaty; (vi) negligence, fraudulent activity, or willful misconduct; (vii) failure to follow Gusto's instructions with respect to the International Contractor

Payments Beta Service. Lastly, Customer shall indemnify and hold harmless Indemnified Party's use of or reliance on information or data furnished by Customer or International Contractors in providing the International Contractor Payments Beta Service.

## **17. Limitation of Liability**

Gusto is not responsible or liable for: (i) Customer's or International Contractor's use or inability to use the International Contractor Payments Beta Service; (ii) any information obtained from or relied upon as a result of the International Contractor Payments Beta Service; (iii) any interruption, error, delay, or failure arising out of or in connection with the International Contractor Payments Beta Service; (iv) any penalties which may be incurred by Customer or International Contractor for failure to adhere to local and/or federal tax requirements, including any penalties that may arise due to the misclassification of an individual contractor and/or failure to ensure an accurate and/or up to date W-8 form has been submitted to the Gusto platform; or (v) Customer's or International Contractor's violation of Applicable Law arising out of or in connection with the International Contractor Payments Beta Service. Maximum liability is amounts actually Customer has paid to Gusto for use of the International Contractor Payments Beta Service in the six (6) month period immediately preceding the date of the events that give rise to the applicable claim, up to a maximum of 1,000 USD. Recovery of the above amount is the sole and exclusive remedy.

## **18. Data Privacy**

In order to provide the International Contractor Payments Beta Service Terms, Gusto may partner with Third Parties Services as described in Section 5 of these International Contractor Payments Beta Service Terms. By using the International Contractor Payments Beta Service, Customer authorizes Gusto to submit to the applicable Third Party Service any and all information about Customer as are necessary for Gusto and the Third Party Service to transmit payments to International Contractors including Customer's and International Contractor's contact information, banking information, the Mandatory Personal Information, and any other information necessary to complete Sanctions Screening.

Customer further acknowledges and agrees that Gusto is (i) a data controller as it relates to information it collects from Customer about Customer; and (ii) a data processor as it relates to information collected or processed by Customer about International Contractor in order for Customer to hire and/or pay International Contractor via the Gusto Service. Gusto's [Privacy Policy](#) governs Gusto activities as a data controller. The International Contractor Payments Beta Service Terms, in combination with Customer's employment and/or other contracts, set out the roles and responsibilities of each party as it relates to International Contractor's privacy rights. Any questions or requests relating to Customer Data should be directed to Customer. International Contractor should contact Customer as the data controller in order to exercise International Contractor's privacy rights.