

## 401(k) Integrations Pilot Terms of Service

*Last Updated: January 20, 2022*

These 401(k) Integrations Pilot Terms of Service (the “*401(k) Pilot Terms*”), 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 “*401(k) Integrations Pilot Agreement*”), set forth the terms and conditions under which Gusto, Inc. (“*Gusto*”) agrees to provide eligible customers (each, a “*Pilot Customer*”) with the opportunity to transfer certain information from their Gusto Account to their 401(k) Plan Account (as defined below) and vice versa using Pay(k)onnect LLC’s (“*Pay(k)onnect*”) middleware service through the Gusto Platform (“*401(k) Integrations Pilot Service*”).

These 401(k) Pilot Terms are “Terms of Service” under the Gusto Terms. Capitalized terms used but not otherwise defined in these 401(k) Pilot Terms have the meanings ascribed to such terms in the Gusto Terms and the Payroll Terms, as applicable. The 401(k) Integrations Pilot Agreement is a legally binding agreement between Gusto and the Pilot Customer. The individual agreeing to these 401(k) Pilot Terms on behalf of Pilot Customer (the “*Authorized Signatory*”) are encouraged to read the 401(k) Integrations Pilot 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 Pilot Customer to the 401(k) Integrations Pilot Agreement. By (i) checking the box presented with these 401(k) Pilot Terms, or (ii) transferring information from Pilot Customer’s Gusto Account to Pilot Customer’s 401(k) Plan Account using the Pay(k)onnect Service, effective as of the date of such action, Pilot Customer agrees to be bound by the 401(k) Integrations Pilot Agreement.

## 1. These 401(k) Pilot Terms 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. Pilot Customer acknowledges and agrees that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Gusto Terms and the Payroll Terms shall apply to Pilot Customer’s use of the 401(k) Integrations Pilot Service in full force and effect.

If the terms and conditions of these 401(k) Pilot Terms 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 Pilot Customer’s use of the 401(k) Integrations Pilot Service will be as follows: the terms and conditions of these 401(k) Pilot Terms, 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, PILOT CUSTOMER’S INDEMNIFICATION OBLIGATIONS, PILOT CUSTOMER’S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING GUSTO’S PROVISION OF THE 401(K) INTEGRATIONS PILOT SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

## 2. Gusto’s Provision of the 401(k) Integrations Pilot Service is Governed by the 401(k) Integrations Pilot Agreement

Subject to the terms and conditions of the 401(k) Integrations Pilot Agreement, Gusto agrees to use commercially reasonable efforts to provide Pilot Customers with the 401(k) Integrations Pilot Service in accordance with the 401(k) Integrations Pilot Agreement. The 401(k) Integrations Pilot Service is limited to enabling customers to automate the transfer of relevant payroll data from their Gusto

Account to their 401(k) Plan Account (as defined below). Gusto is not a fiduciary of any 401(k) plan within the meaning of ERISA § 3(21), 29 U.S.C. § 1002(21), or otherwise. The 401(k) Integrations Pilot Service does not contain and will not enable Pilot Customer to receive investment advice or investment management services from Gusto of any kind in any capacity. Pilot Customer acknowledges that Gusto is not providing investment advice to Pilot Customer or any of Pilot Customer's employees, agents, contractors, representatives, plan participants, beneficiaries, or fiduciaries, and Gusto will not recommend or suggest any investment advice or any investment management services to anyone in any capacity through the 401(k) Integrations Pilot Service.

### 3. Obligations Under the Gusto Terms

In addition to the obligations specified in these 401(k) Pilot Terms, Pilot Customers have 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 Pilot Customer's Account; (iii) follow instructions Gusto provides to Pilot Customer 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 401(k) Integrations Pilot Service; (v) take reasonable steps to adequately secure and keep confidential any Account passwords or credentials and any information accessible via Pilot Customer's Account, and (vi) 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. 401(k) Integrations Pilot Service

Provided that Pilot Customer (a) meets the eligibility criteria below and (b) meets their obligations and complies with the terms of the 401(k) Integrations Pilot Agreement, Gusto will provide Pilot Customer with the 401(k) Integrations Pilot Service. Pilot Customers must offer their employees 401(k) retirement benefits through the following 401(k) plan providers in order to be eligible for the 401(k) Integrations Pilot Service: Fidelity, Vanguard (using Ascensus as the recordkeeper), and Transamerica (each an "*Eligible Plan Provider*" and collectively, "*Eligible Plan Providers*"). Pilot Customer must have access to the Eligible Plan Provider account through which Pilot Customer manages Pilot Customer's 401(k) retirement benefits plan ("*401(k) Plan Account*") in order to use the 401(k) Integrations Pilot Service. Pilot Customer must complete all required steps or processes that may be requested by Pilot Customer's Eligible Plan Provider in order to facilitate the transfer of information from Pilot Customer's Gusto Account to Pilot Customer's 401(k) Plan Account via the 401(k) Integrations Pilot Service and Pilot Customer understands that Pilot Customer is solely responsible for identifying and complying with any such applicable processes or requirements.

The 401(k) Integrations Pilot Service shall be limited to (i) allowing Pilot Customer to transfer information from their Gusto Account to their 401(k) Plan Account via Pay(k)onnect; and (ii) enabling Pilot Customer to transfer information from Pilot Customer's Gusto Account to Pilot Customer's 401(k) Plan Account and/or to Pilot Customer's Eligible Plan Provider (or vice versa) via Pay(k)onnect's automated and/or cloud-based middleware services. Pilot Customer acknowledges and agrees that the transfer of information from Pilot Customer's Gusto Account to Pilot Customer's 401(k) Plan Account and/or the transfer of information from Pilot Customer's 401(k) Plan Account to Pilot Customer's Gusto Account may not be automated. Pilot Customer is solely responsible for verifying and ensuring the accuracy of information transferred to Pilot Customer's 401(k) Plan Account or to Pilot Customer's Gusto Account via the 401(k) Integrations Pilot Service. It is Pilot Customer's responsibility to set up, maintain, and otherwise ensure access to Pilot Customer's 401(k) Plan Account for purposes of enabling the 401(k) Integrations Pilot. Gusto is not responsible for any element of the relationships between Pilot Customers and Eligible Plan Providers. Pilot Customer understands and agrees that Eligible Plan Providers may impose additional requirements upon Pilot Customer in order to complete the transfer of information to and/or from Pilot Customer's 401(k) Plan Account and Gusto is not responsible for such requirements or for any action or inaction taken by Eligible Plan Providers.

In addition to the requirements of Section 8 below, Pilot Customer agrees not to transfer information, data or materials containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs via the 401(k) Integrations Pilot Service.

## 5. Service Fees and Charges

In accordance with Section 2 of the Gusto Terms, Gusto shall invoice, and Pilot Customer agrees to pay, a service fee of \$40 per month for the 401(k) Integrations Pilot Services ("**401(k) Integrations Pilot Service Fees**"). Gusto reserves the right to update the 401(k) Integrations Pilot Service Fees at any time in its sole discretion.

## 6. Gusto has No Liability for the Accuracy or Completeness of Information Transferred to or from Pilot Customer's 401(k) Plan Account or Pilot Customer's Eligible Plan Provider

Gusto is not responsible for monitoring, verifying, or otherwise taking any steps to ensure that information transferred from Pilot Customer's Gusto Account to Pilot Customer's 401(k) Plan Account via the 401(k) Integrations Pilot Service is received in the Pilot Customer's 401(k) Plan Account and/or by Pilot Customer's Eligible Plan Provider. Pilot Customer acknowledges that they are solely responsible for ensuring the receipt of any data or information transferred from their Gusto Account to their 401(k) Plan Account or Eligible Plan Provider via the 401(k) Integrations Pilot Service. In the event that Pilot Customer verifies that information transferred via the 401(k) Integrations Pilot Service was not received by Pilot Customer's Eligible Plan Provider or in Pilot Customer's 401(k) Plan Account, Pilot Customer shall promptly notify Gusto of the same via email at [401kbeta@gusto.com](mailto:401kbeta@gusto.com). Gusto is not responsible for ensuring the accuracy or completeness of information transferred via the 401(k) Integrations Pilot Service.

Without limiting the scope of Section 3 of these Pilot Terms, Pilot Customer also acknowledges that Pilot Customer is solely responsible for ensuring the accuracy and completeness of information provided to Gusto (including without limitation payroll data, employee contribution information, severance payment information, among other things) in order to perform the Gusto Payroll Service and the 401(k) Integrations Pilot Service. Where Pilot Customer fails to ensure the accuracy and completeness of such information Pilot Customer understands and accepts that the information provided to Pilot Customer's 401(k) Plan Account may also be inaccurate or incomplete, and Pilot Customer shall be solely responsible for such inaccuracies and any claims or penalties arising from such inaccuracies (including, without limitation, IRS penalties and/or interest).

Pilot Customer acknowledges and agrees that the 401(k) Integrations Pilot Service does not include financial advice, investment advice, investment management advice, accounting advice, or any other professional advice or guidance of any kind. Any information that Gusto provides in connection with the 401(k) Integrations Pilot Service is for informational purposes only and should not be construed by Pilot Customer as legal, tax, or accounting advice. Gusto recommends that Pilot Customer consult with a legal counsel or tax expert prior to Pilot Customer's use of the 401(k) Integrations Pilot Service.

## 7. Privacy

Pilot Customer acknowledges that Pay(k)onnect maintains its own [Privacy Policy](#) that governs how Pay(k)onnect collects, uses, and discloses information from Pilot Customers. By using the 401(k) Integrations Pilot Services, Pilot Customer authorizes Gusto to share certain personal information, including payroll information, with Pay(k)onnect in order for Pay(k)onnect to transfer such information to Pilot Customer's 401(k) Plan Account and Eligible Plan Provider as is necessary for the 401(k) Integrations Pilot Services. For more information please see Gusto's [Privacy Policy](#). Gusto is not responsible for the acts or omissions of Pay(k)onnect, Eligible Plan Providers, or any other Third-Party Service, nor is Gusto responsible for Pay(k)onnect's or Eligible Plan Providers' policies, practices, or handling of Pilot Customer's information.

## 8. Compliance with Laws

Pilot Customers must comply with any and all laws, rules, or regulations applicable to the 401(k) Integrations Pilot Service (collectively, the "**Applicable Laws**"). Pilot 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. Pilot Customer further agrees not to use the 401(k) Integrations Pilot Service to transmit any information in violation of applicable laws; or to send or store via the 401(k) Integrations Pilot Service any materials or information that may violate intellectual property rights or other proprietary rights of third parties, or which may have been unlawfully obtained.

## 9. Modifications

Because the 401(k) Integrations Pilot Service is still a pilot program and under development, Gusto may change or discontinue all or any part of the 401(k) Integrations Pilot Service at any time, with or without notice, at Gusto's sole discretion. Gusto may also modify, amend, or restate the 401(k) Integrations Pilot Agreement at any time, in Gusto's sole discretion. If Gusto does so, Gusto shall let Pilot Customer know either by posting the modified 401(k) Integrations Pilot Agreement on the Gusto Platform or through other electronic communications. It is important that Pilot Customer review and agree to the 401(k) Integrations Pilot Agreement whenever Gusto modifies it because if Pilot Customer continues to use the 401(k) Integrations Pilot Service after Gusto has notified Pilot Customer of the modified Pilot Customer Agreement, Pilot Customer agrees to be bound by the modified 401(k) Integrations Pilot Agreement. If Pilot Customer does not agree to be bound by the modified 401(k) Integrations Pilot Agreement, then Pilot Customer may not continue to use the 401(k) Integrations Pilot Service.

## 10. Evaluation and Feedback

The purpose of the 401(k) Integrations Pilot Service is the testing and evaluation of the 401(k) Integrations Pilot Service and any accompanying documentation. In furtherance of this purpose, Pilot Customer shall provide feedback to Gusto concerning the functionality and performance of the 401(k) Integrations Pilot Service from time to time and as reasonably requested by Gusto, including, without limitation, identifying potential errors and improvements (collectively, the "**Feedback**"). Gusto shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind and without compensating or crediting Pilot Customer or Pilot Customer's employees.

From time to time, Gusto may also request that Pilot Customer provide certain 401(k) plan documentation to Gusto for purposes of testing and verifying functionality of the 401(k) Integrations Pilot Service. Pilot Customer shall endeavor to cooperate with Gusto's requests in good faith in providing such documentation. Gusto shall only use such documentation for the purposes of testing the 401(k) Integrations Pilot Service, and Gusto shall take commercially reasonable precautions to ensure that such documentation is stored securely and confidentially.

## 11. Term and Termination

The 401(k) Integrations Pilot Agreement will commence when Pilot Customer agrees to the 401(k) Integrations Pilot 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 401(k) Integrations Pilot Service; (b) Gusto's termination of the 401(k) Integrations Pilot Service; and (c) termination of the 401(k) Integrations Pilot Agreement by Gusto or Pilot Customer in accordance with this Section 11 (the "**Term**").

Gusto reserves the right to suspend or terminate any Pilot Customer from the 401(k) Integrations Pilot Service or the Gusto Services, in accordance with this Section 11 of this 401(k) Integrations Pilot Agreement, to the extent that Pilot Customer utilizes the 401(k) Integrations Pilot Service in a manner that is inconsistent with these 401(k) Pilot Terms.

Gusto may immediately (i) suspend or restrict Pilot Customer's Account; (ii) suspend or restrict Pilot Customer's access to the Gusto Platform or the 401(k) Integrations Pilot Service; (iii) block Pilot Customer's ability to use any particular feature of the 401(k) Integrations Pilot Service; or (iv) terminate the 401(k) Integrations Pilot Service and the 401(k) Integrations Pilot Agreement, in each case with or without notice to Pilot Customer, in the event that: (i) Gusto has reason to suspect that Pilot Customer may be in violation of the 401(k) Integrations Pilot Agreement or any Applicable Laws; (ii) Gusto determines that Pilot Customer's actions are likely to

cause legal liability for or negative impact to Gusto; or (iii) Gusto believes that Pilot Customer has misrepresented any data or information or that Pilot Customer has engaged in fraudulent or deceptive practices or illegal activities.

Upon any expiration or termination of the 401(k) Integrations Pilot Agreement, Pilot Customer's right to access and use the 401(k) Integrations Pilot Service will automatically terminate; provided, however, that Gusto will generally continue to provide Pilot Customer with the Limited Access Rights described in Section 22 (Term; Termination; Suspension) of the Gusto Terms, subject to the terms and conditions therein.

## 13. 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 Pay(k)onnect, acts or omissions of third-party financial institutions or investment advisors including Eligible Plan Providers, 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 Pilot Customer. The 401(k) Integrations Pilot Service relies on third-party Eligible Plan Providers and Gusto is not responsible for, and cannot control or guarantee, such Eligible Plan Providers' operational or procedural requirements that may be imposed upon Pilot Customer in relation to the 401(k) Integrations Pilot Service.

Without limiting the generality of the foregoing, or Section 18 (Warranty Disclaimers) or Section 26 (Gusto is Not Responsible for Things Gusto Cannot Control) of the Gusto Terms, the 401(k) Integrations Pilot Service relies on third-party technology and services such as application programming interfaces, Pay(k)onnect's middleware and flat file transfer technologies as well as their supporting hardware infrastructure, the technology systems used by Eligible Plan Providers, and others. Any change to the products or services offered by any of these third-party providers may materially and adversely affect, or entirely disable, Pilot Customer's use of or access to the 401(k) Integrations Pilot Service. Gusto bears no responsibility or liability for any third-party hardware or system failures, glitches, operating issues, or other functional problems of any kind that may affect Pilot Customer's use or access to the 401(k) Integrations Pilot Service. Gusto is not a security provider and bears no responsibility for the security of data or information stored, transmitted, or accessed via the 401(k) Integrations Pilot Service. Gusto is not responsible in any way for Pilot Customer's relationship with or access to Eligible Plan Providers or Pilot Customer's 401(k) Plan Accounts. Pilot Customer acknowledges and agrees that in the event Pilot Customer's 401(k) Plan Account is unavailable or, due to circumstances beyond Gusto's control, is unable to integrate with, connect to, or otherwise access the 401(k) Integrations Pilot Service, that Pilot Customer will be unable to use the 401(k) Integrations Pilot Service.

## 14. Indemnification

Pilot 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, judgments, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) arising out of or in any way connected with Pilot Customer's access to the 401(k) Integrations Pilot Service; (ii) violation or alleged violation of the 401(k) Integrations Pilot 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 401(k) Integrations Pilot Service. Lastly, Pilot Customer shall indemnify and hold harmless Indemnified Party's use of or reliance on information or data furnished by Pilot Customer in providing the 401(k) Integrations Pilot Service.

## 15. Limitation of Liability

Gusto is not responsible or liable for: (i) Pilot Customer's use or inability to use the 401(k) Integrations Pilot Service; (ii) any information obtained from or relied upon as a result of the 401(k) Integrations Pilot Service; (iii) any interruption, error, delay, or failure arising out of or in connection with the 401(k) Integrations Pilot Service; (iv) any penalties which may be incurred by Pilot Customer for failure to adhere to local and/or federal tax requirements, including any penalties that may arise due to Pilot Customer's failure to ensure that

payroll information and contribution and/or deduction information (or any applicable information) has been transferred to or from Eligible Plan Providers or for the accuracy or completeness of the same; (v) Pilot Customer's violation of Applicable Law arising out of or in connection with the 401(k) Integrations Pilot Service; and (vi) the actions or inactions of Eligible Plan Providers or any information or communication made available by Eligible Plan Providers. Maximum liability is amounts Pilot Customer has actually paid to Gusto for use of the 401(k) Integrations Pilot 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.

## 16. Warranty Disclaimers

Without limiting the scope of Section 18 of the Gusto Terms ("Warranty Disclaimers"), Pilot Customer acknowledges and agrees that Pilot Customer's use of the 401(k) Integrations Pilot Service is entirely at Pilot Customer's own risk. Gusto is not in the business of providing legal, regulatory, tax, financial, accounting, employment, or other professional services or advice. Any information provided by Gusto via the Platform or 401(k) Integrations Pilot Service otherwise is meant for informational purposes only and should not be interpreted as professional advice. Pilot Customer should consult a professional that is trained or licensed in the relevant area if Pilot Customer needs such assistance.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW THE 401(K) INTEGRATIONS PILOT SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY GUSTO. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUSTO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, GUSTO MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR GUSTO CONTENT IN OR LINKED TO THE 401(K) INTEGRATIONS PILOT SERVICES. GUSTO CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT (AS DEFINED IN THE GUSTO TERMS) AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT. GUSTO DOES NOT WARRANT THAT THE 401(K) INTEGRATIONS PILOT SERVICE OR GUSTO CONTENT WILL (I) MEET PILOT CUSTOMER'S OR PILOT CUSTOMER'S EMPLOYEES' EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION.

If any error results, whether directly or indirectly, from Gusto's reliance on information (or modifications to information) provided by Pilot Customer, an employee or independent contractor of Pilot Customer, an Account Administrator, an Authorized Representative, or anyone that Gusto reasonably believes to be Pilot Customer, an employee or independent contractor of Pilot Customer, an Account Administrator, or an Authorized Representative of Pilot Customer (each such error, a "Resulting Error"), then Gusto will attempt to correct the Resulting Error, but Gusto makes no warranties or guarantees that it will be able to partially or fully correct the Resulting Error.

Gusto does not warrant, endorse, guarantee, or assume responsibility for any product or service, including without limitation Third-Party Services, advertised or offered by a third party such as Pay(k)onnect through the 401(k) Integrations Pilot Service, or any hyperlinked website or service, and Gusto will not be a party to or in any way be responsible for monitoring any transaction between Pilot Customer and third-party providers of products or services unless otherwise specified in these 401(k) Integration Terms.

Gusto works with third-party service providers to provide the 401(k) Integrations Pilot Services, and unless otherwise stated in an agreement between Pilot Customer and any such third-party service provider, the third-party service providers (i) make no warranty as to the accuracy or completeness of information provided to Pilot Customer, and (ii) disclaim express warranties or implied warranties imposed by law with respect to the services they provide, whether directly or indirectly, to User.