

Gusto Learning Management System Terms of Service

These Gusto Learning Management System Terms (the “LMS Terms”), together with the Gusto Terms of Service Agreement available at <https://gusto.com/about/terms> (the “Gusto Terms”), the Gusto Payroll Service Terms available at <https://gusto.com/about/terms/payroll> (the “Payroll Terms”) and the EasyLlama Terms of Service available at <https://www.easylama.com/terms> (the “EasyLlama Terms”) (collectively, the “LMS Agreement”), set forth the terms and conditions under which Gusto agrees to provide eligible customers (each, a “Customer”) with the opportunity to request, assign, and track completion of e-learning courses (“Courses”) developed and provided by Gusto’s LMS partner, EasyLlama, Inc. (“EasyLlama”), via the Gusto Platform (the “LMS Service”).

These LMS Terms are “Service Terms” under the Gusto Terms. Capitalized terms used but not otherwise defined in these LMS Terms have the meanings ascribed to such terms in the Gusto Terms. The LMS Agreement is a legally binding agreement between Gusto and Customer. The individual agreeing to these LMS Terms on behalf of Customer (the “Authorized Signatory”) is encouraged to read the LMS Agreement carefully and to save a copy of it for Customer’s records. The Authorized Signatory represents and warrants that such Authorized Signatory has the authority to bind Customer to the LMS Agreement. By (i) checking the box presented with these LMS Terms, or (ii) accessing or using the LMS Service, effective as of the date of such action, Customer agrees to be bound by the LMS Agreement.

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

The terms and conditions of the Gusto Terms agreed to in connection with the creation of any Customer’s account, including but not limited to all representations, warranties, agreements, covenants, disclaimers, limitations on liability, and indemnities relating to the Services, are incorporated herein by reference. Customer acknowledges and agrees that the representations, warranties, agreements, covenants, disclaimers, limitations on liability, and indemnities contained in the Gusto Terms will remain in full force and effect to the full extent provided therein. If the terms and conditions of these LMS Terms conflict with the terms and conditions of the Gusto Terms, the terms and conditions of these LMS Terms shall control with respect to the LMS Service.

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 DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING GUSTO’S PROVISION OF THE LMS SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. These LMS Terms are in Addition to and Separate from the EasyLlama Terms

These LMS Terms, the Gusto Terms, and Gusto's Privacy Policy available at <https://gusto.com/about/privacy> (the "Gusto Privacy Policy") govern Customers' access to the LMS Service through the Gusto Platform and are in addition to and separate from any terms governing services rendered by EasyLlama via <https://www.EasyLlama.com/> (the "EasyLlama Platform"). The EasyLlama Platform is governed by the EasyLlama Terms of Service, available at <https://www.EasyLlama.com/legal/terms>, and EasyLlama's Privacy Policy, available at <https://www.EasyLlama.com/privacy>. Customer is encouraged to read and review the terms and policies governing the Gusto Platform and the EasyLlama Platform. Customer acknowledges that, under these LMS Terms, the policies and terms of both of the Platforms govern and may be inconsistent. Where any provision governing the Gusto Platform conflicts with any provision governing the EasyLlama Platform, the provision governing the Gusto Platform shall control for the purposes of services rendered on the Gusto Platform and pursuant to the LMS Agreement.

3. Obligations Under the Gusto Terms

In addition to the obligations specified in these LMS Terms, Customers have certain obligations under the Gusto Terms, including but not limited to, to (i) designate an Account Administrator; (ii) be responsible for actions taken under Customer's Account; (iii) follow instructions Gusto provides 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) refrain from taking prohibited actions as described 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. LMS Service

Provided that Customer meets its obligations and complies with the terms of the LMS Agreement, Gusto will provide Customer with the LMS Service. The LMS Service shall include (i) the ability for Customer to submit an order for EasyLlama's Courses (each, a "Course Order") and assign Courses to Customer's employees ("Assignees") through the Gusto Platform; (ii) the ability for Customer to track Assignee progress through Courses; (iii) the ability for Customer to access and view certificates of Course completion for Assignees in Customer's Gusto Account. Gusto reserves the right to modify, add, or discontinue any features of the LMS Service, or the LMS Service in its entirety, with or without notice.

Customer is solely responsible for identifying Assignees for each Course. Customer is solely responsible for ensuring the accuracy and completeness of information about Assignees for use in the LMS Service. Such information may include, but is not limited to, whether Assignees are employees or supervisors.

5. No Legal or Professional Advice

The Gusto and EasyLlama Platforms, Services, products, websites, and features (including, without limitation the LMS Service and Courses) are not intended to provide legal or other professional advice. Federal and state laws are updated on an ongoing basis and Customer is solely responsible for ensuring compliance with any state or federal training requirements. Neither the Gusto or EasyLlama Platforms, Services, products, websites, or features (including the LMS Service and Courses) should be construed as, or used as a substitute for, the advice of legal counsel. The content provided in the Courses has been developed and provided by EasyLlama and Gusto disclaims any responsibility for such content. Customer is encouraged to consult an attorney or human resources professional to review what trainings or laws apply to Customer.

6. No Guarantee of Results or Outcome

Without limiting the scope of Section 18 of the Gusto Terms (Warranty Disclaimers), Gusto does not guarantee or warrant any results or outcome with respect to the LMS Service, Courses, and/or any content provided through the Gusto Platform.

7. Service Fees and Charges

In accordance with Section 2 of the Gusto Terms ("Services Fees and Charges"), and as part of the LMS Service, Gusto will invoice Customer for any and all fees that Customer has incurred and/or agrees to pay in connection with Customer's Course orders and/or Course Assignees (the "LMS Service Fees") as listed in the LMS Service or on Gusto's website. Gusto reserves the right to modify the LMS Service Fees at any time in Gusto's sole discretion. Customer further authorizes Gusto to debit Customer's designated bank account, as specified by Customer through the Gusto Platform, for all LMS Services Fees as they become payable during the Term. Customer also agrees to reimburse Gusto for any sales, use, and similar taxes arising from the provision of the LMS Service that any federal, state, or local governments may impose. Any such taxes will be included on Customer's monthly invoice.

8. Limitation of Liability

Gusto is not responsible or liable for: (i) Customer's use or inability to use the LMS Service; (ii) any information obtained from or relied upon as a result of the LMS Service; (iii) any interruption, error, delay, or failure arising out of or in connection with the LMS Service; or (iv) Customer's violation of applicable laws, rules, or regulations arising out of or in connection with the LMS Service.