

Kiosk Service Terms

These Kiosk Service Terms (“**Kiosk Terms**”), together with the [Gusto Terms of Service](#) (“**Gusto Terms of Service**” available at [gusto.com/about/terms](#)) and the [Payroll Terms of Service](#) (“**Payroll Terms**” available at [gusto.com/about/terms/payroll](#)) (collectively, the “**Agreement**”), contain the terms and conditions under which Gusto provides to eligible Users (each a “**Customer**”, “**you**” or “**your**”) certain worker time tracking services (collectively, the “**Kiosk Service**”) through the Platform. Capitalized terms used but not defined in these Kiosk Terms have the meanings ascribed to them in the Gusto Terms of Service or the Payroll Terms, as applicable. To the extent any Kiosk Terms conflict with terms of the Gusto Terms of Service or the Payroll Terms, the Kiosk Terms will control with respect to the applicable subject matter. These Kiosk Terms are Service Terms as defined in the Gusto Terms of Service.

The Gusto Terms of Service contain an arbitration provision and class action waiver which requires Customer to resolve disputes with Gusto through final, binding arbitration on an individual basis. By entering into this Agreement, you acknowledge that you have read and understood the terms of this Agreement and that you agree to be bound by the arbitration provision and class action waiver.

1. Kiosk Service

Provided that Customer complies with the terms of the Agreement, Gusto will provide Customer with the Kiosk Service. The Kiosk Service is limited to (i) enabling certain members of Customer’s company or workforce (“**Designated Workers**”) to physically clock in and clock out by accessing a single designated computer, laptop, tablet, or similar device designated by Customer (“**Kiosk Device**”); and (ii) logging each Designated Worker’s clock in and clock out times in Customer’s Gusto Account.

Gusto reserves the right to charge Service Fees for the Kiosk Service, and to change, modify, update or discontinue the Kiosk Service at any time in Gusto’s sole discretion.

2. Customer Acknowledgements

Customer understands and acknowledges that the Kiosk Device must be physically available and accessible to all Designated Workers in order for Designated Workers to clock in and clock out using the Kiosk Service on the Kiosk Device. Customer agrees that Customer is solely responsible for monitoring and ensuring the security of the Kiosk Device and any programs, applications or data contained on or available through the device, and that failure to monitor or secure the Kiosk Device may result in theft, hacking, damage, unauthorized access to content or data on the Kiosk Device, among other results, and that Gusto is not liable for any such result.

Customer acknowledges that the Kiosk Service may not be compatible with all hardware, devices, computers, or tablets and that Gusto is not responsible for ensuring that the Kiosk Service is compatible with Customer’s selected Kiosk Device.

Customer acknowledges that the third party hardware and software on the Kiosk Device may impact or negatively affect the performance of the Kiosk Service and that Gusto is not responsible for any such impacts or effects.

Customer understands that use of the Kiosk Service does not prevent a user of the Kiosk Device from accessing other programs, content, data or software on the Kiosk Device (e.g. the Kiosk Device desktop). Customer acknowledges that Customer is solely responsible for ensuring the security of any such programs, content, data or software.

Gusto may provide Customer with security recommendations and suggested best practices, and Customer is solely responsible for any result or consequence of Customer’s failure to implement or abide by such recommendations and suggestions.

3. Customer is Responsible for Security of the Kiosk Device

Customer understands that Gusto is not responsible for things Gusto cannot control, including but not limited to the actions and omissions of any Designated Workers on the Kiosk Device and the creation or enforcement of information security policies for Customer’s company and Designated Workers. Customer understands that Designated Workers will be able to set an individual PIN code used to clock in and out on the Kiosk Device. Customer is responsible for instructing Designated Workers to keep their PIN code confidential and secure, and for creating or implementing any information security policies for Customer’s Designated Workers and/or

company. Customer agrees to notify Gusto immediately in the event that Customer suspects unauthorized access to the Kiosk Service via the Kiosk Device. Customer acknowledges that Gusto may not be able to edit or reverse actions taken by unauthorized users on the Kiosk Service.