

Time Kiosk Service Terms

Last Updated September 20, 2023

These Time Kiosk Service Terms (“**Time 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 “**Time Kiosk Service**”) through the Platform. Capitalized terms used but not defined in these Time Kiosk Terms have the meanings ascribed to them in the Gusto Terms of Service or the Payroll Terms, as applicable. To the extent any Time 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 Time Kiosk Terms are Additional 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. Time Kiosk Service

This Agreement will take effect at the time the Customer clicks to confirm acceptance of the Time Kiosk Service in the Gusto Account. Provided that Customer complies with the terms of the Agreement, Gusto will provide Customer with the Time Kiosk Service. Customer agrees to pay the fees for the Time Kiosk Service as listed at <https://gusto.com/product/pricing> or other applicable posted or agreed upon rates (“**Service Fees**”). Gusto reserves the right to change the Service Fees for the Time Kiosk Service at any time in Gusto’s sole discretion. In any such event, Gusto will notify Customer of the change in advance. Customer’s continued use of the Time Kiosk Service after a Service Fee change constitutes Customer’s acceptance of the change. Unless we state otherwise, Service Fees are charged for any full or partial calendar months in which Customer is enrolled in the Time Kiosk Service, even if the Customer does not use the Service in such month.

Gusto will invoice Customer for all Service Fees. Customer authorizes Gusto to debit the Bank Account for all applicable Service fees on a monthly basis in arrears as they become payable. Customer agrees to pay any invoice within fifteen (15) days of receipt via a payment method Gusto deems acceptable in our sole discretion. If we are unable to collect Service Fees from Customer by the payment due date for any reason, or if Customer attempts to cancel or claw back fees properly debited by Gusto from Customer’s Bank Account under these Time Kiosk Terms, we may terminate or suspend access to the Time Kiosk Service from Customer Account until we receive the outstanding amounts due.

The Time 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 modify, update or discontinue the Time Kiosk Service at any time in Gusto’s sole discretion.

Customer may cancel or remove Time Kiosk Service at any time by (a) taking action within the Gusto Account; (b) contacting the Gusto Customer Support team by emailing support@gusto.com; or (c) calling (415) 935-0230.

2. Customer Acknowledgements

Customer understands and acknowledges that the Time 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 Time Kiosk Service on the Time Kiosk Device. Customer agrees that Customer is solely responsible for monitoring and ensuring the security of the Time Kiosk Device and any programs, applications or data contained on or available through the device, and that failure to monitor or secure the Time Kiosk Device may result in theft, hacking, damage, unauthorized access to content or data on the Time Kiosk Device, among other results, and that Gusto

is not liable for any such result.

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

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

Customer understands that use of the Time Kiosk Service does not prevent a user of the Time Kiosk Device from accessing other programs, content, data or software on the Time Kiosk Device (e.g. the Time 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 Time 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 Time 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 Time 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 Time Kiosk Service via the Time Kiosk Device. Customer acknowledges that Gusto may not be able to edit or reverse actions taken by unauthorized users on the Time Kiosk Service.