

## Last updated: February 27, 2023

The Gusto Terms of Service and Privacy Policy apply for all promotions, discounts, and use of the Gusto Platform, Services, and features. In addition, the Terms listed below apply to each promotion and/or discount as indicated. Capitalized terms below have the meanings given to them in the Gusto Terms of Service.

To qualify for and receive any promotion and/or discount offered by Gusto (collectively "Offer(s)"), you must meet the requirements indicated in the Offer, in your Account (as applicable), and those listed below. You must have a current Account, and your Account must not be terminated or suspended in order to take advantage of an Offer. You are under no obligation to purchase any insurance-related Services of any kind from us or any of our subsidiaries or affiliates in exchange for receiving an Offer or Offers. Offers are extended to all customers who meet the eligibility criteria listed in these Terms, the Gusto Terms of Service, and/or any terms listed in the applicable Offer or Service Terms; and the availability of any Offer is not contingent in any way upon a customer's purchase of insurance from Gusto or one of our affiliates or subsidiaries.

Gusto has two types of Offers:

- **Percentage discounts** reduce the cost of the Service, product or Service Plan specified in the Offer by a certain percent.
- **Fixed or "flat" discounts** remove a defined amount (e.g. \$20) from the cost of the Service, product or Service Plan specified in the Offer. In some cases, a fixed discount may remove the entire cost of the applicable Service, product or Service Plan (e.g. a month of free payroll).

Offers will be applied to your Gusto invoice(s) while all applicable terms and conditions are met or fulfilled. In some cases, an Offer may apply to multiple consecutive invoices. In those cases, the Offer may only be applied to consecutive invoices while the applicable conditions are met.

Offers cannot be combined or "stacked" unless otherwise indicated. If Offers may be combined to apply to the same product or service, the manner in which those Offers may be combined will be as follows, unless otherwise indicated in the applicable Offer or Service Terms:

- Percentage discounts applicable to the same Service, product or Service Plan will be applied sequentially, unless otherwise specified in the Offer or the applicable Service Terms (e.g., if you have received two 10% discounts on a product that will cost \$100, Gusto will apply a 10% discount to the \$100 total, and then will apply the second 10% discount to the reduced total, coming to a total discounted price of \$81 for that product);
- In the event that percentage discounts and fixed discounts may be applied to the same Service, product or Service Plan, the percentage discount will be applied first, followed by the fixed discount.

For Offers available to new customers, as applicable, such new customers will be disqualified and will not be entitled to receive the Offer if Gusto has a record of their name, email, phone number, or payment information having been used for a prior Account or being linked to an existing active or inactive Account or otherwise suspected of fraudulent activity.

Offers cannot be redeemed for cash or cash equivalent. Offers are not transferable and may not be auctioned, traded, copied, transferred, bartered, modified or sold. Offers cannot be applied retroactively to prior invoices. All Gusto Offers, products and Services are subject to availability. Gusto reserves the right to modify or cancel an Offer at any time. Offers are void where restricted or prohibited by law. Gusto's computer is the official date/time keeping device for all Offers. Gusto may change or update these Terms at any time. You are responsible for paying any applicable sales tax related to your use of an Offer, and Gusto has no obligation for payment of any tax in conjunction with the distribution or use of any Offer.

