

Last updated March 10, 2022

These Gusto Workers' Compensation Insurance Terms (the "***Gusto Workers' Compensation Insurance Terms***") together with the Gusto Terms of Service Agreement available at [www.gusto.com/about/terms](http://www.gusto.com/about/terms) (the "***Gusto Terms***"), the Gusto Payroll Service Terms available at <http://www.gusto.com/about/terms/payroll> (the "***Payroll Terms***"), and the NEXT Insurance Terms of Use available at <https://apintego.com/termsfuse/> (the "***NEXT Insurance Service Terms***") (collectively, the "***Gusto Workers' Compensation Insurance Customer Agreement***"), set forth the terms and conditions under which ZenPayroll, Inc., a Delaware corporation doing business as Gusto ("***Gusto***") at [www.gusto.com](http://www.gusto.com) (the "***Gusto Platform***"), agrees to (i) provide Customers with the ability to request a workers' compensation insurance quote from NEXT Insurance ("***NEXT Insurance***") via the Gusto platform (each, a "***Workers' Compensation Insurance Quote***") (the "***Traditional Workers Compensation Service***"); and (ii) provide eligible Customers with the added ability to review and accept a Workers' Compensation Insurance Quote (once accepted, a "***Workers' Compensation Insurance Plan***") (the "***Workers' Compensation Insurance – Bind Online Service***") (collectively, the "***Workers' Compensation Insurance Service***").

These Gusto Workers' Compensation Insurance Terms are "Service Terms" under the Gusto Terms. Capitalized terms used but not otherwise defined in these Gusto Workers' Compensation Insurance Terms have the meanings ascribed to such terms in the Gusto Terms and the Payroll Terms, as applicable. The Gusto Workers' Compensation Insurance Customer Agreement is a legally binding agreement between Customer and Gusto. The individual agreeing to these Gusto Workers' Compensation Insurance Terms on behalf of Customer (the "***Authorized Signatory***") is encouraged to read the Gusto Workers' Compensation Insurance Customer 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 Gusto Workers' Compensation Insurance Customer Agreement. By (i) checking the box presented with these Gusto Workers' Compensation Insurance Terms, (ii) providing information as required to initiate a Workers' Compensation Insurance Quote, or (iii) accessing or using the Workers' Compensation Insurance Service, effective as of the date of such action, Customer agrees to be bound by the Gusto Workers' Compensation Insurance Customer Agreement.

## 1. These Gusto Workers' Compensation Insurance 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 agreed to in connection with the creation of any Customer's account, including but not limited to all representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities relating to the Gusto Services, are incorporated herein by reference, and 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 remain in full force and effect to the full extent provided therein.

If the terms and conditions of these Gusto Workers' Compensation Insurance Terms conflict with the terms and conditions of the Gusto Terms, the Payroll Terms, or the NEXT Insurance Terms, then the order of precedence with respect to which terms and conditions control Customer's use of the Workers' Compensation Insurance Service directly on the Gusto Platform will be as follows: the terms and conditions of these Workers' Compensation Insurance Terms, followed by the terms and conditions of the Payroll Terms, followed by the terms and conditions of the Gusto Terms, and lastly, followed by the terms and conditions of NEXT Insurance Service Terms.

THE GUSTO TERMS, AVAILABLE AT [WWW.GUSTO.COM/ABOUT/TERMS](http://WWW.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 WORKERS' COMPENSATION INSURANCE SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

## 2. These Gusto Workers' Compensation Insurance Terms are in Addition to and Separate from the NEXT Insurance Service Terms

These Gusto Workers' Compensation Insurance Terms, the Gusto Terms, and Gusto's Privacy Policy available at <https://gusto.com/about/privacy> (the "**Gusto Privacy Policy**") govern Customer's access to and use of the Workers' Compensation Insurance Service through the Gusto Platform, and are in addition to and separate from any terms governing Customer's access to and use of NEXT Insurance's services made available at <https://apintego.com> (the "**NEXT Insurance Platform**"). The NEXT Insurance Platform is governed by the NEXT Insurance Terms of Service Agreement available at <https://apintego.com/termsofuse/>, and the NEXT Insurance Privacy Policy available at <https://apintego.com/privacypolicy>.

Customer is encouraged to read and review the terms and policies governing the Gusto Platform and the NEXT Insurance Platform (the "Platforms"). Customer acknowledges that, under these Gusto Workers' Compensation Insurance 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 NEXT Insurance Platform, the provision governing the Gusto Platform shall control for the purposes of services rendered on the Gusto Platform and pursuant to the Gusto Workers' Compensation Insurance Customer Agreement.

## 3. Gusto Provision of the Workers' Compensation Insurance Service is Governed by the Gusto Workers' Compensation Insurance Customer Agreement

Subject to the terms and conditions of the Gusto Workers' Compensation Insurance Customer Agreement, Gusto agrees to use commercially reasonable efforts to provide Customer with the Workers' Compensation Insurance Service, through its partnership with NEXT Insurance, in accordance with the Gusto Workers' Compensation Insurance Customer Agreement.

## 4. Obligations Under the Gusto Terms

In addition to the obligations specified in these Gusto Workers' Compensation Insurance Terms, Customer has 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 Customer's Account; (iii) provide accurate, timely, and complete information required for Gusto to perform the Workers' Compensation Insurance Service and maintain the accuracy and completeness of such information; (iv) timely and accurately respond to, execute, and submit information or documents requested directly by Gusto or NEXT Insurance; and (v) 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 10 (Third-Party Services, Websites, and Resources), Section 13 (General Prohibitions), and Section 21 (Duty to Mitigate) of the Gusto Terms.

## 5. Workers' Compensation Insurance Service

Provided that Customer meets Customer's obligations and complies with the terms of the Workers' Compensation Insurance Customer Agreement, Gusto will provide Customer with the Workers' Compensation Insurance Service. The Workers' Compensation Insurance Service shall be limited to allowing Customer's Account Signatory to (i) request Workers' Compensation Insurance Quotes under the Traditional Workers' Compensation Service; and (ii) request, review and/or accept Workers' Compensation Insurance Quotes under the Workers' Compensation Insurance – Bind Online Service. Customer acknowledges that NEXT Insurance, and not Gusto, is the broker or agent of record for any Workers' Compensation Insurance Quote or Plan presented to or accepted by Customer via the Workers' Compensation Insurance Service.

The decision to accept any such Workers' Compensation Insurance Quote is made solely by the Customer. Customer acknowledges that NEXT Insurance, and not Gusto, is the broker or agent of record for any Workers' Compensation Insurance Quote presented to or Workers' Compensation Insurance Plan accepted by Customer via the Workers' Compensation Insurance Service. Gusto does not and cannot design, amend, modify, or terminate any of the Workers' Compensation Insurance Quotes offered or recommended as part of

the Worker' Compensation Insurance Service. Additionally, Gusto does not manage billing, process claims, make decisions, provide documentation or certificates related to, or determine eligibility requirements for Workers Compensation Insurance Plans.

## 6. Compliance with Laws

Customer acknowledges and agrees that neither Gusto nor NEXT Insurance can provide legal, financial, accounting, or other compliance-related advice to Customer regarding its use of or need for the Workers' Compensation Insurance Service.

## 7. Customer Questions and Complaints

Gusto's customer support for the Workers' Compensation Insurance Service shall be limited to answering questions generally about the functionality or availability of the Workers' Compensation Insurance Service. Any questions, complaints, or disputes related to eligibility, underwriting, management, billing, or claims processing related to a Workers' Compensation Insurance Quote or Workers' Compensation Insurance Plan should be directed solely to NEXT Insurance.

## 8. Service Fees and Charges

As part of the Workers' Compensation Insurance Service, Gusto will invoice Customer, on behalf of NEXT Insurance, for fees that Customer has incurred and agreed to pay in connection with Customer's Workers' Compensation Insurance Policy (the "**Workers' Compensation Fees**"). Customer (i) agrees to pay the Workers' Compensation Fees assessed by NEXT Insurance and invoiced by Gusto; (ii) understands that failure to pay Workers' Compensation Fees as they become payable and/or failure to run payroll at least once every calendar month may result in suspension or termination of Customer's Workers' Compensation Insurance Policy; and (iii) authorizes NEXT Insurance to debit Customer's designated bank account, as specified by Customer through the Gusto Platform, for all Workers' Compensation Fees as they become payable during the Term.

## 9. Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF SECTION 20 OF THE GUSTO TERMS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT: (I) NOTHING HEREIN CONSTITUTES AN OFFER OR GUARANTEE OF WORKERS' COMPENSATION INSURANCE COVERAGE; (II) REQUIREMENTS FOR A SPECIFIC WORKERS' COMPENSATION INSURANCE PLAN OR SERVICE ARE MADE SOLELY BY THE INSURANCE CARRIER OF THAT WORKERS' COMPENSATION INSURANCE PLAN OR SERVICE; (III) GUSTO DOES NOT GUARANTEE ANY WORKERS' COMPENSATION INSURANCE PLAN OR SERVICE; AND (IV) GUSTO IS NOT AND SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, LIABILITIES, OR LOSSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF OR RELIANCE ON ANY WORKERS' COMPENSATION INSURANCE QUOTE OR PLAN.

## 10. Warranty Disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WORKERS' COMPENSATION INSURANCE SERVICE, INCLUDING ANY AND ALL SERVICES PROVIDED AS PART OF THE WORKERS' COMPENSATION INSURANCE SERVICE, AND CONTENT CONTAINED THEREIN, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, GUSTO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THE WORKERS' COMPENSATION INSURANCE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, RELIABLE, ACCURATE, ERROR-FREE, OR FREE OF DEFECTS, AND GUSTO WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS, ERRORS OR DEFECTS. ANY PARTICIPATION IN OR USE OF THE WORKERS' COMPENSATION INSURANCE SERVICE OR CONTENT CONTAINED THEREIN IS AT CUSTOMER'S SOLE RISK.

