

Last updated November 19, 2020

These Gusto Check Printing and Mailing Terms (the “Check Printing and Mailing 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 Lob.com, Inc. Services Agreement available at <https://www.lob.com/legal> (the “Lob Service Terms”) (collectively, the “Check Printing and Mailing Customer Agreement”), set forth the terms and conditions under which ZenPayroll, Inc., a Delaware corporation doing business as Gusto (“Gusto”) at <https://gusto.com> (the “Gusto Platform”), agrees to provide customers (each, a “Customer”) with the ability to pay eligible employees or independent contractors via checks printed and mailed by Gusto’s check printing and mailing partner, Lob.com, Inc. (“Lob”), a Delaware corporation, via the Gusto Platform (the “Check Printing and Mailing Service”).

These Check Printing and Mailing Terms are “Service Terms” under the Gusto Terms. Capitalized terms used but not otherwise defined in these Check Printing and Mailing Terms have the meanings ascribed to such terms in the Gusto Terms, the Payroll Terms, as applicable. The Check Printing and Mailing Customer Agreement is a legally binding agreement between Customer and Gusto. The individual agreeing to these Check Printing and Mailing Terms on behalf of Customer (the “Authorized Signatory”) is encouraged to read the Check Printing and Mailing 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 Check Printing and Mailing Customer Agreement. By (i) checking the box presented with these Check Printing and Mailing Terms or (ii) accessing or using the Check Printing and Mailing Service, effective as of the date of such action, Customer agrees to be bound by the Check Printing and Mailing Customer Agreement.

1. These Check Printing and Mailing 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 Payroll Service, 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 Check Printing and Mailing Terms conflict with the terms and conditions of the Gusto Terms or the Payroll Terms, then the order of precedence with respect to which terms and conditions control your use of the Check Printing and Mailing Service directly on the Gusto Platform will be as follows: the terms and conditions of these Check Printing and Mailing Terms, followed by the terms and conditions of the Payroll Terms, and lastly, followed by the terms and conditions of the Gusto Terms.

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 CHECK PRINTING AND MAILING SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. These Check Printing and Mailing Terms are in Addition to and Separate from the Lob Service Terms

These Check Printing and Mailing Terms, the Gusto Terms, and Gusto’s Privacy Policy available at <https://gusto.com/about/privacy> (the “Gusto Privacy Policy”) govern access to and through the Gusto Platform and are in addition to and separate from any terms governing Lob at <https://www.lob.com/> (the “Lob Platform”). The Lob Platform is governed by Lob’s General Terms available at

<https://www.lob.com/legal> and Privacy Policy available at <https://www.lob.com/legal>. Customer is encouraged to read and review the terms and policies governing the Gusto Platform and the Lob Platform (the "Platforms"). Customer acknowledges that, under these Check Printing and Mailing 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 Lob Platform, the provision governing the Gusto Platform shall control for the purposes of services rendered on the Gusto Platform and pursuant to the Check Printing and Mailing Customer Agreement.

3. Gusto's Provision of the Check Printing and Mailing Service is Governed by the Check Printing and Mailing Customer Agreement

Subject to the terms and conditions of the Check Printing and Mailing Customer Agreement, Gusto agrees to use commercially reasonable efforts to provide Customer with the Check Printing and Mailing Service, through its partnership with Lob, in accordance with the Check Printing and Mailing Customer Agreement.

4. Obligations Under the Gusto Terms

In addition to the obligations specified in these Check Printing and Mailing Terms, Customer has certain obligations under the Gusto Terms, including but not limited to obligations to (i) designate Account Administrator(s); (ii) be responsible for actions taken under Customer's Account; (iii) follow instructions Gusto provides to Customer with respect to the Services; (iv) maintain applicable accounts with providers of Third-Party Services; (v) provide accurate, timely, and complete information, and maintain the accuracy and completeness of such information, in order for Gusto to perform the Services; and (vi) abide by certain obligations and 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. Check Printing and Mailing Service

Provided that Customer meets Customer's obligations and complies with the terms of the Check Printing and Mailing Customer Agreement, Gusto will provide Customer with the Check Printing and Mailing Service. The Check Printing and Mailing Service shall be limited to (i) allowing Customer to submit necessary payment information and request on the Gusto Platform that certain checks be printed and mailed to Customer's employees or independent contractors (the "Printed and Mailed Payments"); (ii) authorizing the transfer of the submitted payment information to Lob through an API integration with Gusto; (iii) printing and mailing of paper checks by Lob on the Lob Platform; and (iv) delivering of such Printed and Mailed Payments through a certified mail service provided by the United States Postal Service (the "USPS"). Customer acknowledges that Lob, and not Gusto, will print and mail the requested Printed and Mailed Payments for certified delivery through the USPS. Customer understands that the Check Printing and Mailing Service enables Customer to print and deliver paychecks, and as such, it is not a bill payment service. Customer further understands that the Check Printing and Mailing Service is not available for certain payroll types offered on the Gusto Platform, including but not limited to, backdated payrolls, wage correction payrolls, external payrolls, Boss payrolls via the BOSS tool, reversal payrolls, auto-pilot payrolls, tax reconciliation payrolls, and disability insurance distribution payrolls.

Customer acknowledges and agrees Customer will be unable to modify, reverse, or cancel any Printed and Mailed Payments after 4pm (Pacific Time) on the business day on which the Printed and Mailed Payment is submitted on the Gusto Platform. As such, Customer should carefully review all information and amounts before submitting any Printed and Mailed Payments. Customer understands that if Customer must modify, reverse, or cancel a Printed and Mailed Payment after the such time, Customer shall work directly with Customer's payee or Customer's bank to appropriately address such situation including taking actions such as requesting Customer's bank stop payment on the specific payment. Customer is solely responsible for taking such actions and paying any stop payment fees.

6. Necessary Information Sharing with Gusto's Third Party Partners

To use the Check Printing and Mailing Service, Customer will be required to input and share certain information with Gusto, including but not limited to Customer's address and bank account information, authorized signatory full name, payee full name and mailing address, and payment amount (the "Customer Information"). Customer Information necessarily includes certain personally identifiable information. As part of the Check Mailing and Mailing Service, Customer authorizes (i) Gusto to share Customer Information with Lob and (ii) Gusto to receive and use Customer Information from Lob. This authorization will remain in effect until Customer notifies us that Customer wishes to revoke this authorization, which may affect Customer's ability to use the Check Printing and Mailing Service. Customer is encouraged to read and review Gusto's and Lob's Privacy Policies as referenced in Section 2 of this Agreement for further details about how Customer Information is used, collected, and disclosed.

7. Compliance with Laws

Customer shall comply with any and all laws, rules, or regulations applicable to the Check Printing and Mailing Service (collectively, the "Applicable Laws"). Customer acknowledges and agrees that Customer is solely responsible for Customer's obligations under Applicable Laws. Any use of the Check Printing and Mailing Service in contradiction of this Section 7 constitutes a violation of the Check Printing and Mailing Customer Agreement and may result in Customer's suspension or termination from the Check Printing and Mailing Service.

Customer acknowledges and agrees that Gusto shall not provide legal or other compliance-related advice to Customer and/or Customer's Administrator(s) regarding its use of the Check Printing and Mailing Service. Any information that Gusto provides in connection with the Check Printing and Mailing Service is for informational purposes only and should not be construed by Customer as legal, tax, or accounting advice. Gusto highly recommends that Customer consult with legal counsel regarding Customer's use of the Check Printing and Mailing Service.

8. Service Fees and Charges

As part of the Check Printing and Mailing Service, Gusto will invoice and debit Customer on a monthly basis. Customer agrees to pay Gusto (i) in accordance with the plan pricing listed at <https://gusto.com/product/pricing> (as such list may be updated, modified, or otherwise changed from time to time); in addition to (ii) the "Check Printing and Mailing Service Fees" in an amount starting at \$1.50 per check requested by Customer using the Check Printing and Mailing Service. Customer acknowledges and understands that (a) the Check Printing and Mailing Service Fees may increase from time to time; and (b) the Check Printing and Mailing Fee listed on the Gusto Platform at the time Customer requests such check shall apply. Customer authorizes Gusto to debit Customer's designated bank account, as specified by Customer through the Gusto Platform, for all Check Printing and Mailing Service Fees as they become payable during the Term (as defined in Section 10 herein).

9. Modifications

Because the Check Printing and Mailing Service is still under development, Gusto may change or discontinue all or any part of the Check Printing and Mailing Service at any time, with or without notice, at Gusto's sole discretion. Gusto may also modify, amend, or restate the Check Printing and Mailing Customer Agreement at any time, in Gusto's sole discretion. If Gusto does so, Gusto shall let Customer know either by posting the modified Check Printing and Mailing Customer Agreement on the Gusto Platform or through other electronic communications. If Customer does not agree to be bound by the modified Check Printing and Mailing Customer Agreement, then Customer may not continue to use the Check Printing and Mailing Service.

10. Term and Termination

The Check Printing and Mailing Customer Agreement will commence on the later to occur of (i) Customer acknowledging and agreeing to the Check Printing and Mailing Customer Agreement and (ii) Gusto making the Check Printing and Mailing Service available to Customer, and it will terminate upon the earlier to occur of (a) the initial commercial release by Gusto of a generally available version of the Check Printing and Mailing Service and (b) termination of the Check Printing and Mailing Customer Agreement by Gusto or

Customer in accordance with Section 11 (the "Term").

11. Termination

Gusto may immediately (i) suspend or restrict Customer's Account; (ii) suspend or restrict Customer's access to the Gusto Platform or the Check Printing and Mailing Service; (iii) block Customer's ability to use any particular feature of the Check Printing and Mailing Service; or (iv) terminate the Check Printing and Mailing Service and the Check Printing and Mailing Customer Agreement, in each case with or without notice to Customer, in the event that: (a) Gusto has reason to suspect that Customer may be in violation of the Check Printing and Mailing Customer Agreement or any Applicable Laws; (b) Gusto determines that Customer's actions are likely to cause legal liability for or negative impact to Gusto; or (c) Gusto believes that Customer has misrepresented any data or information or that Customer has engaged in fraudulent or deceptive practices or illegal activities.

12. Gusto Is Not Responsible for Things Gusto Cannot Control

Gusto is not responsible or liable for any delays or failures in performance from any cause beyond Gusto's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, pandemics, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, lost, stolen, delayed, or misrouted mail, acts of hackers, acts of internet or mail service providers, acts of any other third party, or acts or omissions of Customer.

Any change to the products or services offered by any of the aforementioned third parties may materially and adversely affect, or entirely disable, Customer's use of or access to the Gusto Platform and the Gusto Services. Likewise, Gusto cannot guarantee that any Customer information hosted on a third-party server will remain secure.

13. Lost, Delayed, or Misrouted Checks

In the event that any Printed and Mailed Payments are lost, delayed, misrouted, or otherwise not received by the payee in the time estimated at submission, Customer should contact Gusto directly at checks@gusto.com for assistance in resolving the issue.

14. Limitation of Liability

Gusto is not responsible or liable for: (i) Customer's use or inability to use the Check Printing and Mailing Service; (ii) any information obtained from or through the Check Printing and Mailing Service; (iii) any delayed, lost, or misrouted mail due to the actions of Customer, Lob, the USPS or other third parties, which are beyond the control of Gusto (as explained in Sections 12 and 13 herein); (iv) Customer's reliance upon the information presented within the Check Printing and Mailing Service; (v) the cost of substitute services arising out of or in connection with the Check Printing and Mailing Customer Agreement or from the inability to use the Gusto Platform; (vi) Customer's failure to properly follow any Gusto's or Lob's instructions with respect to the Check Printing and Mailing Service; or (vii) any interruption in the Check Printing and Mailing Service or other error or violation of applicable law as a result of Customer's failure to fulfill its obligations under the Check Printing and Mailing Customer Agreement. Maximum liability is amounts actually paid in the six (6) month period immediately preceding the date of the claim up to a maximum of \$1,000. Recovery of the above amount is the sole and exclusive remedy.