

Last Updated February 21, 2024

This Electronic Communications Consent (“E-Sign Consent”) puts Gusto Members (“you” or “your”) on notice that Gusto will solely communicate with you electronically. Capitalized terms used but not defined in this Consent have the meanings ascribed to them in the [Gusto Members Terms of Service](#) (“Gusto Members Terms”) as applicable. If you do not agree to this Consent or withdraw your consent provided herein, you may not be able to begin, or continue, use of Gusto Services. This Consent will take effect at the time you click to confirm acceptance of the Consent and will continue until terminated by you or Gusto.

“Communication” means the Gusto Members Terms, any Additional Terms, agreement, disclosure, notice, invoice, policy, document, and any other information related to your Member Account or Gusto Services. Under this Consent, Gusto may provide all Communications electronically by email, by text message, or by making them accessible via the Gusto Platform to the extent permitted by applicable law.

Scope of Your Consent. Your agreement to this Consent confirms your ability and consent to receive Communications electronically from Gusto, its affiliates, and its third party service providers over the course of your relationship with Gusto. All electronic Communications from us to you will be considered “in writing”. You agree to use electronic signatures in place of written signatures. Your consent will be effective immediately and will remain in effect unless and until either you or Gusto revoke it.

Any Gusto Member Terms, and any amendments, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version, delivered in person. Neither you nor Gusto may argue that a contract was not formed based on either (i) the use of electronic means to deliver a signature or to indicate acceptance or (ii) the fact that any signature or acceptance of was transmitted or communicated through electronic means; and you and Gusto forever waive any related defense.

Maintaining Accurate Contact Information. It is your responsibility to provide Gusto with an active and accurate email address and to promptly notify us of any changes in this information. You can update your contact information (such as your email address) through your Member Account. Gusto is not responsible for any delay or failure of Communications that are sent to the email address that you have provided to us.

Paper copies. Gusto will not send paper copies of any Communications; however we reserve the right, but assume no obligations, to provide a paper copy (instead of electronic) of any Communication that you have authorized us to provide electronically. You should print or download for your records a copy of this Consent and any other Communication that is important

to you.

Hardware and Software Requirements. You understand that to receive electronic deliveries, you must have Internet access, an internet browser that supports 128 bit encryption, a valid email address, the ability to download and have ongoing access to such applications as Gusto may specify, sufficient electronic storage capacity on your computer's hard drive or other data storage unit, and a printer or other device to download and print or save any information you may wish to retain. Gusto will notify you of any changes in the hardware and software requirements needed to access Communications covered by your consent in this section. By accessing the Gusto Services, you represent that you have the requisite hardware and software to receive electronic Communications and to retain and print the electronic Communications for your records.

Withdrawal of Consent. You may withdraw your consent to receive electronic Communications at any time by emailing [legal-opt-outs@gusto.com](mailto:legal-opt-outs@gusto.com) and referencing this E-Sign Consent. However, withdrawal of your consent to receive electronic Communications may result in termination of your access to Gusto Services. You understand that your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it, and you may receive electronic Communications in the interim.