

Last Updated February 21, 2024

This Acceptable Use Policy (“Policy”) sets forth the standards that apply to anyone accessing or using our Platform and/or Services (“you”), whether directly or via our embedded payroll solution or through third party programs. Other capitalized terms used but not defined in this Policy are defined in the [Gusto Employer Terms of Service](#). We may update this Policy from time to time by posting it on our Site and it is your responsibility to review for updates. Your continued use of our Platform and Services after a modification will constitute your acceptance of the modified Policy.

### Violations of this Policy

Without limiting other remedies available to us, if Gusto, in our sole discretion, determines or suspects that you have violated this Policy we may suspend or terminate your access to your account, our Platform, and/or to any Service(s) you may be using. Please see the [Employer Terms of Service](#) or [Members Terms of Service](#) for more information (as applicable).

### Acceptable Use

You agree to use and engage with the Platform and Services only as expressly authorized by Gusto and not to do or allow others to do any of the following:

### Operational Prohibitions

- Post, upload, or distribute any content to, or use the Platform or Services in any way, that (a) promotes or causes harm, or (b) promotes violations of, or is in violation of, the law or applicable rules or regulations. Such content includes but is not limited to: content that is discriminatory, bigoted, racist, hateful, pornographic, defamatory, vulgar, harassing, violent, or threatening of violence, towards any person or group of people;
- Engage in the purchase, marketing, sale, or distribution of illegal or high-risk goods/services or promote hate, violence, or intolerance;
- Engaging in any business that is under Gusto’s then existing restricted industries list;
- Post, upload, or distribute any content that contains software viruses, files or programs designed to interrupt, destroy or limit functionality of any software or hardware;
- Use the Platform or Services to send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, email bombing, chain letters, or other form of solicitation;

- Attack another party maliciously;
- Collect from or store on the Platform or Services any personally identifiable information or protected health information of an individual without their express permission;
- Engage in any behavior that causes, or may cause harm or other material negative impact, to Gusto, Gusto employees, Gusto contingent workers, or Gusto service providers. Such behavior includes but is not limited to: behavior that is harassing, threatening, demeaning, bullying, discriminatory, bigoted, racist, hateful, vulgar, violent or threatens violence, defamatory, unreasonably or disproportionately burdensome to Gusto's customer service processes or infrastructure, or may negatively impact Gusto's reputation;
- Use the Platform or Services in any way that is misleading, deceptive, or perpetuates fraud. Such conduct includes but is not limited to: submitting improperly altered information, including but not limited to, falsified bank records; concealing your identity; impersonating or misrepresenting your affiliation with any person or entity; making payments to people or entities on sanctioned lists or operating in any sanctioned jurisdiction; or using the Platform or Services for illegal or fraudulent activity of any kind;

#### Technical Prohibitions

- Bypass any security protections implemented by Gusto or our third party service providers to protect the Platform, Services, Employer Data, Member Data, or Gusto Content, attempt to access any non-public areas of the Platform or Services, or attempt to access the Platform or Services through any mechanism other than the software provided by Gusto;
- Attempt to probe, scan, or test the vulnerability of any Gusto system or network without our express written permission;
- Interfere or attempt to interfere with the proper working of the Platform or Services;
- Harvest or "scrape" any Gusto Content, Employer Data, or Member Data from the Platform or Services without Gusto's express written consent; "crawl" or "spider" any page of the Site or Platform;
- Take any action that may impose (as determined by Gusto in Gusto's sole discretion) an unusual or unreasonably large load on Gusto's (or a Gusto third party service provider's) support and/or technical infrastructure;
- Access the Platform or Services for any purpose beyond those expressly authorized in the Terms of Service, such as, to monitor its availability, performance, functionality, or for any other benchmarking or competitive purposes;

- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform, Services, or Gusto Content to send altered, deceptive, or false source identifying information;

#### Intellectual Property Prohibitions

- In any way attempt to violate Gusto's intellectual property rights;
- Display or mirror the Site, or the layout or design of any page on the Site, the Platform, or Services, including Gusto's name and any Gusto trademark, logo, or other proprietary information, without Gusto's prior written consent;
- Attempt to decipher, reverse engineer or otherwise attempt to derive any source code or algorithms of any of the software used to provide the Platform, Services or Gusto Content;
- Use any hidden text metadata utilizing a Gusto trademark, logo, URL, or product name without Gusto's express written consent;
- Post, upload, or distribute any content that violates a third party's intellectual property rights or rights of publicity or privacy.