

**Please note:** These terms will take effect on the earlier of March 22, 2024, or on the date you click to accept them in your Gusto account. Your continued use of our products and services after March 22, 2024 will constitute your acceptance of these updates. To review the outgoing terms, please click [here](#).

## Last updated February 21, 2024

**ARBITRATION NOTICE: SECTION 24 OF THESE TERMS CONTAIN TERMS THAT REQUIRE EMPLOYER AND GUSTO TO RESOLVE DISPUTES THROUGH FINAL, BINDING ARBITRATION. EMPLOYER UNDERSTANDS THAT: (1) EMPLOYER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST GUSTO ON AN INDIVIDUAL BASIS, AND (2) EMPLOYER WAIVES THE RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR SEEK RELIEF IN A COURT OF LAW AND HAVE A JURY TRIAL OF EMPLOYER'S CLAIMS.**

These Gusto Employer Terms of Service ("**Employer Terms**" or "**Terms**") form part of the binding contract between Employer (as defined below) and Gusto, Inc. and its subsidiaries and affiliates (collectively, "**Gusto**", "**us**", "**we**" or "**our**"). These Terms contain the terms and conditions that govern the use of Gusto's people platform, including our applications, websites, software, and support services (the "**Platform**") through which we offer products and services ("**Services**") to end users directly or through a third party program. The Platform and Services are only available to users who are authorized to form legally binding contracts under applicable laws in the jurisdictions in which the Platform and Services are offered or made available.

"**Employer**" is the organization, company, or business entity that you represent in accepting this Agreement. For example, if you are accepting this Agreement in connection with creating a new Gusto account for and on behalf of your limited liability company, your limited liability company is the Employer. If you are using the Gusto Platform as a representative of Employer and Administrator for Employer's Account (each term as further defined below) your use of the Platform is subject to this Agreement.

In contrast, if you are Employer's employee, contractor, or other type of member of Employer's business, and Employer has invited you to create an account in order to view your paystubs, enroll in benefits, or access other Services enabled by Employer, you are a "**Member**" and the [Members Terms of Service](#) govern your access to and use of the Platform and Services in your individual capacity.

If you are an accountant or bookkeeper using Gusto Pro and/or are managing your client's or customer's use of the Platform or Services, this Agreement and the [Gusto Accountant Terms of Service](#) govern your access to and use of the Platform and Services on behalf of your clients or customers (each an Employer).

Individual Services and Gusto policies, promotions, and other offerings made available to Employer, Accountant, or to Member directly are or may be subject to additional terms ("**Additional Terms**") as listed on [www.gusto.com/legal/terms](http://www.gusto.com/legal/terms). Any applicable Additional Terms are incorporated into and made part of this Agreement. To the extent any Additional Terms conflict with these Employer Terms, the Additional Terms will control with respect to the applicable subject matter.

By accessing or using the Platform, including any Services, Employer agrees to be bound by these Terms, any Additional Terms specific to Services that Employer accesses or uses, and our [Acceptable Use Policy](#) (collectively, this "**Agreement**"). If you are accepting this Agreement on behalf of Employer (e.g. in your capacity as agent or authorized representative of Employer), you represent that you have the authority to bind Employer to this Agreement and that Employer accepts this Agreement.

## 1. Employer Accounts and Administrators

Employer must create an account in order to use the Services ("**Employer Account**"). The Employer Account is affiliated with and owned by the Employer and contains information relating to the Employer (e.g., payroll information or business expenses). Employer must authorize at least one employee or third party representative to act as an authorized administrator for each Employer Account (each, an "**Administrator**"). If you are creating a Employer Account on behalf of and for Employer, you are doing so as an Administrator and you understand and acknowledge that Employer (and not you) is the owner of the Employer Account. We may require you to follow

a policy regarding Employer Account ownership disputes and may update this policy from time to time with or without notice.

Each Administrator will access the Employer Account through an Administrator profile ("**Administrator Profile**"). Each Administrator must maintain a unique and confidential username and password for their Administrator Profile. Gusto may require additional identification and authentication information from each Administrator in order to access their Administrator Profile. Employer is responsible for ensuring that all Administrators secure any log-in credentials, including passwords, phone numbers, or other authentication information that may be required by Gusto to access the Administrator Profile, and keep such information strictly confidential.

#### **A. Accountant Administrators**

Employer may choose to invite a third party bookkeeper or accountant to act as Administrator for the Employer Account (each an "**Accountant Administrator**") and create an Administrator Profile. For the avoidance of doubt, the term "Administrator" as used in these Terms encompasses Accountant Administrators. In addition to the actions, rights, and responsibilities applicable to Employer's Administrators, Employer's Accountant Administrators are subject to their compliance with this Agreement and the [Gusto Accountant Terms of Service](#). Employer understands and agrees that Accountant Administrator may be enabled to take certain actions within the Employer Account, including but not limited to inviting additional Accountant Administrators to create Administrator Profiles within the Employer Account, enabling Third-Party Services on behalf of Employers, and managing certain Administrator permissions on Employer's behalf. Employer may also authorize Accountant Administrators to pay Employer's Service Fees on Employer's behalf, subject to Section 10 below.

Employer understands and agrees that by inviting an Accountant Administrator to create an Administrator Profile within the Employer Account, Employer is authorizing such Accountant Administrator to act as an authorized representative of the Employer Account on the Gusto Platform, and that such Accountant Administrator is authorized to provide information to Gusto at Gusto's request regarding the Employer Account, including without limitation, information about the Employer Bank Account and Employer's payment of Service Fees (among other things).

#### **B. Administrator Permissions**

Depending on the [permissions](#) Employer grants to an Administrator Profile, the applicable Administrator or Accountant Administrator may be authorized to take certain actions on Employer's behalf and on behalf of the Employer Account. Such actions include (but are not limited to) inputting information, approving and running payrolls, enrolling in Services, and accepting Additional Terms on Employer's behalf. Employer should regularly review Employer's Administrators and the permissions granted to their Administrator Profiles to ensure that only authorized individuals retain access to the Employer Account. If Employer is unable to remove an Administrator from the Employer Account, Employer must contact Gusto directly to request that such individual's access be revoked.

Employer is responsible for ensuring that Employer's Administrators comply with this Agreement. Gusto may review Employer's and Employer's Administrators' conduct for compliance purposes but is not obligated to do so. We encourage Employer to review our [Help Center](#) content closely in order to ensure that Employer is granting the minimum appropriate permissions to each Administrator Profile.

## 2. Employer is Responsible for the Employer Account

Employer is responsible for (a) the security and confidentiality of any credentials or log-in information used to access the Employer Account, including any Administrator Profile credentials, (b) for securing and maintaining confidential any information accessible via the Employer Account, and (c) following instructions Gusto may provide regarding the security of the Employer Account. Please review important information about how to protect your credentials and the Employer Account from fraud and online phishing schemes [here](#).

Employer is responsible for all actions and transactions taken under the Employer Account, regardless of whether Employer knew of or authorized such actions ("**Authorized Actions**"). Authorized Actions may include but are not limited to (a) actions taken by an authorized Administrator, and (b) actions or transactions that Employer, or anyone that Gusto reasonably believes to be Employer or an Administrator, directs or instructs Gusto to take on Employer's behalf whether orally (e.g., over the phone to one of our team members) or in writing.

### 3. Unauthorized Third Party Access to Employer Account

Employer accepts all risks of unauthorized use of Employer's Account. Employer must immediately notify Gusto if Employer believes that the Employer Account or any of Employer's Administrator Profiles, Member log-in credentials, or Administrator log-in credentials have been compromised. Gusto may suspend the Employer Account, including all Administrator access to the Employer Account, if Gusto has reason to believe that the Employer Account or any of Employer's Administrator's log-in credentials have been compromised.

Employer agrees not to grant Employer Account access to, or disclose any confidential log-in credentials to, Prohibited Third Parties. A **"Prohibited Third Party"** is a third party that seeks to access or accesses the Platform or Services using an Administrator Profile or an Administrator's log-in credentials, regardless of Employer's purported consent or authorization, in order to harvest, crawl, or scrape information from the Platform or Services without Gusto's express written authorization.

### 4. Identity and Bank Account Verification

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions like Gusto to obtain, verify, record, and monitor information that identifies Employer's business entity, each Administrator authorized to access and/or manage the Employer Account, and Employer's designated **responsible party** (also referred to as Employer's **signatory**). To that end, Gusto will require Employer to provide certain information to us from time to time, but in particular during onboarding of the Employer Account, to help us verify Employer's business entity information, the identity of Employer's Administrators and signatory, and perform other additional due diligence as we may deem necessary in our sole discretion. This information may include (but is not limited to) full name, address, date of birth, Employer taxpayer ID, telephone number, email address, business entity ownership documentation, and other information that will allow us to identify Employer, Employer's signatory, and/or Employer's Administrators (**"Identification Information"**). We may also require Employer to provide identifying documentation about Employer's business entity, Administrators and signatory, which may include passports, drivers licenses, or other government issued identification (**"Identification Documents"**). We may also use Identification Information and/or Identification Documents to confirm the identity of an Administrator and their legal relationship to Employer in the event that there is a dispute between Employer's Administrator(s) regarding management of and/or access to the Employer Account.

Employer must link one (1) or more United States bank accounts to Employer's Account for purposes of processing payments via the Services and/or in order for Gusto to debit Employer for applicable Service Fees (as defined below) (each, a **"Bank Account"**) unless otherwise instructed or permitted by Gusto in writing. The Bank Account must be in the United States. Gusto will also need to collect, review and verify certain information about the Bank Account in order to confirm Employer's eligibility for the Platform and Services and in order to set up the Employer Account. This information includes identifying information about the Bank Account such as (but not limited to) the number and financial institution name, identifying information about the Bank Account signatory, as well as information about payment recipients and transactions (**"Employer Banking Information"**). Gusto will also use Employer Banking Information to conduct Know Your Customer (**"KYC"**) reviews and Sanctions Screening as described in Section 5 below, to verify the Bank Account ownership, to verify that the Employer and Employer's Bank Account are eligible for the Services (as determined by us in our sole discretion), and to confirm and share Employer Banking Information with our service providers and/or Employer's Bank Account provider. Please review our [Help Center](#) content for more information on how we conduct bank account verification and about what types of bank accounts we accept.

Employer represents and warrants that Employer has the authority to share any Identification Information, Identification Documents, and Employer Banking Information provided to Gusto during the identity and bank account verification process described in this Section 4. Employer further represents and warrants that all Identification Information, Identification Documents, and Employer Banking Information provided to Gusto are truthful, current, accurate and complete, and that Employer is not submitting such information on behalf of a third party. Employer is responsible for ensuring that all Identification Information, Identification Documents, and Employer Banking Information that may be requested by Gusto from time to time are provided in a timely manner, and Employer understands that failure to comply with this Section 4 means that Gusto may be unable to provide Employer with the Services, and may result in the immediate termination of this Agreement and the Services with or without notice and without liability to Employer.

Employer authorizes Gusto to obtain information about Employer as a business entity, and to report adverse business information about Employer to third parties including but not limited to federal or state tax authorities. Gusto reserves the right to terminate this Agreement immediately with or without notice or liability to Employer if Gusto is unable to verify Employer's satisfactory financial standing, or for any other lawful business reason (including, without limitations, reasons that are confidential to Gusto or which Gusto may not legally disclose).

## 5. KYC and Sanctions Screening

Gusto's account opening and maintenance processes include controls designed to gather information required under the Bank Secrecy Act, FinCEN's Employer Due Diligence ("CDD") Rule, and other information required under Gusto's KYC program. Gusto's KYC program includes standards and controls designed to enable Gusto to form a reasonable belief as to an Employer's true identity, the nature and purpose of the transactions an Employer conducts, and the level of risk an Employer's relationship and related financial activities may pose to Gusto.

All U.S. persons, including U.S. banks, bank holding companies, and non-bank subsidiaries, must comply with the Office of Foreign Asset Control's ("OFAC") regulations. This means that Gusto may institute a hold on Employer's Bank Account or funds, or terminate this Agreement immediately without notice, if Gusto determines (in Gusto's sole discretion) that Employer or any of Employer's Administrators are a Specially Designated National (as defined by OFAC), if Employer or any of Employer's Administrators fall into the scope of a country-based sanction program, or if Employer attempts to send funds to a country or recipient that is sanctioned or that Gusto reasonably believes is sanctioned in Gusto's sole discretion.

## 6. Members

Employer may invite and authorize its Members to each create a Member account ("**Member Account**") associated with the Employer Account. Member Accounts may also be referred to as "**employee profiles**." Member Accounts will enable Members to enter, modify, or delete personal information (e.g. bank account or withholding information); upload, view, access, modify and/or download certain documents and information associated with or provided by Employer via the Employer Account (e.g. Form W-4 or an offer letter from Employer); and use Services and Third-Party Services to which Employer has granted them access, among other things (collectively, "**Employer-Provided Services**"). Employer is responsible for ensuring that its Members comply with this Agreement in the course of completing such actions or accessing Employer-Provided Services. Employer may modify or restrict Member's access to Employer-Provided Services, subject to any Additional Terms applicable to such Employer-Provided Services.

In addition to and apart from Member's access to Employer-Provided Services, once a Member has created a Member Account, such Member will (a) maintain a limited lifetime access to such Member Account and (b) have access to a variety of Services and Third-Party Services provided directly to Members by Gusto and Gusto's third-party partners, in all cases subject to the Member Terms of Service (collectively "**Member Services**"). Except where specifically stated, Member Services will be available to Member regardless of Member's relationship with Employer. Employer understands and acknowledges that Employer will be unable to restrict, remove, or modify Member's access to Member Services once Member accepts Employer's invitation to create an Member Account. Employer further acknowledges and understands that certain Member Services will enable a Member to share or disclose certain Employer Data (as defined below) that is provided by or accessible to the Member with third parties.

## 7. Employer Data and Privacy

Employer may upload content or information through the Platform, such as files, employment documents, messages, and personal information about Members or Administrators. Employer may also direct Members to upload such content or information directly for use in the Employer Account or any Employer-Provided Services. Collectively, all such content or information is referred to herein as "**Employer Data**."

Employer is solely responsible for ensuring that the collection and/or processing of Employer Data is compliant with all applicable laws and regulations. Employer represents and warrants that Employer has received all required rights, licenses, consents and

authorizations to use and make available any Employer Data uploaded or submitted to the Platform via Employer's Account, and that Employer may instruct Gusto on what to do with such Employer Data. For example, Employer may elect to enable or disable third party integrations, manage permissions, and grant certain Administrators or Members access to view or edit Employer Data submitted by other Members or Administrators. These instructions may result in the access, use, disclosure, modification or deletion of certain Employer Data, and Employer should review the Gusto [Help Center](#) for more information about these choices, permissions and instructions. Employer is solely responsible for responding to and resolving disputes that may arise between Employer and Members relating to or based on Employer Data, the Platform, Services, or Employer's failure to fulfill any of the foregoing responsibilities.

As a financial institution, Gusto is subject to certain retention requirements under state and federal law. As a result, certain types of Employer Data may not be removed from the Platform. Gusto is not responsible or liable to Employer for the removal or deletion of (or the failure to remove or delete) such Employer Data. Employer acknowledges and agrees that Gusto is not responsible for the loss or modification of any Employer Data, and that Employer's use of the Platform and Services is at Employer's own risk.

Employer understands and agrees that Employer Data transmitted, entered or otherwise uploaded by Employer, on Employer's behalf, and by Employer's Members to the Platform and Services will be processed, stored and retained in accordance with our legal obligations and our Privacy Policy, as it may be updated from time to time, including processing for the purpose of improving our products and services. Our Privacy Policy is incorporated into this Agreement by reference and is available at [gusto.com/legal/privacy](https://gusto.com/legal/privacy). Employer should periodically review our website for updates to the Privacy Policy.

## 8. Employer Responsibilities Related to the Services

Employer is responsible for following instructions that Gusto provides to Employer with respect to the Platform and Services from time to time, and for timely providing Gusto with accurate and complete information required for Gusto to perform the Services.

Employer acknowledges and understands that Gusto's provision of all Services will rely on information provided to Gusto by Employer (including, but not limited to, Employer Data, tax information, payroll information, benefits information, and employment information about Employer and/or Members). Employer understands and agrees that Gusto is entitled to rely on all such information and is not required to independently verify or correct any such information. Employer accepts sole responsibility for any liability arising from Employer's failure to correct or update such information. Employer is responsible for promptly verifying the accuracy of any content generated by Gusto based on information provided by Employer and timely notifying Gusto of any inaccuracies in such content.

Employer will promptly notify Gusto of any third-party notices (including, but not limited to, notices from the IRS, other government agencies, or insurance carriers, as applicable) that Employer receives which could affect (a) Gusto's ability to effectively provide the Services or (b) increase the likelihood that a Claim (as defined below) is brought against Employer or Gusto in connection with the Services.

## 9. Service Plans

Certain Services are only available to Employers who have subscribed to one of our monthly service plans, as described at [www.gusto.com/product/pricing](https://www.gusto.com/product/pricing) ("**Service Plans**"). In order to subscribe to any Service Plan, use any Service (including any applicable add-on services), make a Service available to Members, Employer must be enrolled in the applicable Service Plan and/or accept the applicable Additional Terms (as defined below). Gusto may limit access to Services or Service Plans for Employers who engage in certain high risk business activities (as determined by Gusto).

## 10. Employer's Payment Obligations

Employer agrees to pay the fees for the Services as listed at [gusto.com/product/pricing](https://gusto.com/product/pricing) or other applicable posted or agreed upon rates for any Service. We may also charge additional fees for exceptions processing, setup, and other special services (including optional add-on services). Collectively, all such fees are referred to as "**Service Fees**." Unless we state otherwise, Service Fees are charged for any full or partial calendar months in which Employer is enrolled in the Service, even if Employer or Employer's Members do not use the Service in such month.

Gusto will invoice Employer for all Service Fees. Employer must promptly notify Gusto of any inaccuracies or errors in any Gusto-issued invoice. Employer authorizes Gusto to debit the Bank Account for all applicable Service Fees on a monthly basis in arrears as they become payable and to debit Employer's Bank Account for any outstanding Service Fees at any time. Employer agrees to pay any invoice within fifteen (15) days of receipt via a payment method Gusto deems acceptable in our sole discretion.

Unless we state otherwise, all Service Fees are non-refundable. In the event of a refund, Employer agrees to reimburse Gusto for any sales, use, and/or similar taxes arising from the provision of the Services that any federal, state, and/or local governments may impose.

Gusto may change any of our Service Fees at any time. Gusto will notify Employer of such change(s) at least thirty (30) days in advance. Employer's continued use of the Platform or applicable Service(s) after a Service Fee change takes effect constitutes Employer's acceptance of the change.

If we are unable to collect Service Fees owed by the payment due date for any reason, or if Employer (or Accountant) attempts to cancel or claw back fees properly debited by Gusto from Employer's Bank Account under this Agreement, we may terminate or suspend the Employer Account and/or Employer's access to the Platform or Services until we receive the outstanding amounts due. The foregoing does not limit any remedies available to Gusto under the Accountant Program Terms. Termination or suspension of the Employer Account will not relieve Employer's obligation to pay outstanding amounts due plus any applicable exceptions processing fees, bank fees, or charges for return items, plus interest at the lesser of 18% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection (including costs Gusto reasonably incurs from third party debt collection services) as permitted by law.

Employer may authorize an Accountant Administrator to pay Employer's Service Fees on Employer's behalf. By so authorizing, Employer understands and agrees that Employer and Accountant Administrator are jointly and severally liable for any unpaid Service Fees and for any associated bank fees or costs of collection reasonably incurred by Gusto.

## 11. Promotions and Insurance Products Disclosure

We may offer discounts or promotional pricing on our Services, and features in accordance with our [Terms for Promotional Offers & Discounts](#).

We provide and sell certain insurance products and services through our affiliate entity, With Gusto Insurance Services, LLC. We also provide Services unaffiliated with health insurance or the purchase of an insurance contract, including HR services and payroll services. Employer is under no obligation to purchase any insurance product from us or our affiliates in exchange for receiving those non-insurance Services. Similarly, Employer is not required to purchase any insurance product from us or our affiliates in order to qualify for or receive any discount or promotion we may offer.

## 12. Switching Service Plans; Enrolling in or Removing Services

If Employer subscribes to one of our Service Plans, Employer may switch to a new Service Plan at any time, but no more than once per calendar month. If Employer upgrades Service Plans, Employer will begin receiving access to the features and Services available under the new upgraded Service Plan immediately. Unless we state otherwise, the Service Fees for the upgraded Service Plan will be reflected on Employer's monthly invoice at the end of the calendar month in which Employer upgraded to the new Service Plan. If Employer downgrades to a less expensive Service Plan, then, unless we state otherwise, the downgrade (including loss of access to any relevant features or Services) and the downgraded plan Service Fees will not take effect until the next calendar month.

Employer may also enroll in Services separate and apart from one of our Service Plans. Employer may enroll in, or remove, any Service at any time unless otherwise stated in the applicable Additional Terms. When Employer enrolls in a new Service, Employer will have access to such Service immediately. When Employer removes a Service, Employer will retain access to such Service until the end of the calendar month in which Employer removed it.

## 13. Beta Features

We may provide Employer or Members with access to beta, pilot, trial, or pre-release features or products (collectively “**Beta Features**”) via the Platform. Beta Features are provided as-is. We reserve the right to modify, change, or discontinue Beta Features at any time with or without notice. By accessing or using a Beta Feature, Employer agrees to any Additional Terms that may apply to such Beta Feature, and to follow any and all additional rules or restrictions that we may place on the use of such Beta Feature.

## 14. Third-Party Services, Websites, and Resources

Employer will be able to elect to receive services from our third party partners (each a “**Third-Party Service**”). Gusto is not responsible for and does not own any such Third-Party Services or any material, information, or results that may be made available through any Third-Party Services. Employer is solely responsible for, and assumes all risk from, Employer’s choice to receive, use or access any Third-Party Service. Employer’s use of any Third-Party Service, including any Employer Data or personal information Employer may share with or input into such Third-Party Service, is between Employer and the owner of such Third-Party Service. If Employer chooses to and authorizes Gusto to share Employer Data with a Third-Party Service (“**Shared Employer Data**”) then Employer (a) represents it has obtained all legal rights to do so, (b) assumes all risks related to such Shared Employer Data, (c) acknowledges it is solely responsible for the accuracy of such Shared Employer Data, and (d) agrees that it is solely responsible for the lawfulness of sharing such Shared Employer Data with the applicable Third-Party Service. Employer waives and releases any Claim against Gusto and its directors, officers, and employees arising out of a Third-Party Service’s use of Shared Employer Data.

The Platform and Services may also contain links to third-party websites or resources. We provide these links only as a convenience and Gusto is not responsible for the content, products, or services, or links available or displayed on those websites or resources. Employer is solely responsible for, and assumes all risk arising from, Employer’s use of any Third-Party Service, third-party websites or resources.

## 15. Employer’s Proprietary Rights

Subject to the terms of this Agreement, Employer (for itself and all of its Members) grants Gusto a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Employer Data, only as necessary (a) to provide, maintain and update the Platform and Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted under our Privacy Policy; and (d) as expressly authorized by Employer. Employer represents and warrants that it has secured all rights in and to Employer Data from its Members as may be necessary to grant this license. Employer is solely responsible for the accuracy, quality and legality of Employer Data, the means by which Employer acquired Employer Data, Employer’s use of Employer Data within the Platform and Services and Employer’s interoperation of any Employer Data with the Platform and Services.

Gusto may periodically monitor Employer Data and Employer’s use of Employer Data for compliance but is not obligated to do so. Gusto reserves the right to remove Employer Data from the Platform and Services at any time and without notice in the event that Gusto determines (in our sole discretion) that any Employer Data or use of Employer Data is in violation of this Agreement, including the [Acceptable Use Policy](#).

## 16. Gusto’s Proprietary Rights

Gusto and our licensors are the exclusive owners of:

- The Platform, Services and all content included therein (excluding Employer Data and Third-Party Services) (“**Gusto Content**”);
- Any and all modifications, enhancements, upgrades and updates to the Platform, Services, and Gusto Content; and
- All copyrights, trademarks, service marks, trade secrets, patents and other intellectual property rights to the Platform, Services, and Gusto Content (registered or unregistered).

All rights not expressly granted to Employer in this Agreement are reserved by us. This Agreement does not grant Employer any right to copy, transmit, transfer, modify or create derivative works of the Platform, Services, or Gusto Content, or reverse engineer, reverse

compile, reverse assemble or otherwise determine or derive source code of the Platform, Services, or Gusto Content, or any other right in or to the Platform, Services, or Gusto Content not specifically set forth herein.

Employer acknowledges that the Platform, Services, and Gusto Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Employer agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated into the Platform, Services, or Gusto Content.

If Employer sends us any feedback or suggestions ("**Feedback**"), Employer gives that Feedback entirely voluntarily and grants Gusto an unlimited, irrevocable, perpetual, sublicensable, transferrable, royalty-free license to use any such Feedback as we see fit in our sole discretion without obligation, compensation or restriction of any kind to Employer. Such Feedback may include, but is not limited to, responses to any surveys Gusto conducts about Employer's experience with the Platform or Services.

Gusto grants Employer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access, use, and view the Employer-facing components of the Gusto Content, Platform and Services solely as necessary for Employer to use the Services and in accordance with this Agreement and all applicable Additional Terms.

## 17. No Professional or Legal Advice; No Guaranteed Outcomes

Employer's use of the Platform and Services is entirely at Employer's own risk. Except as and unless otherwise stated in applicable Additional Terms, Employer acknowledges that the Platform, Services, and Gusto Content are meant for informational purposes only and are not intended to provide and should not be construed as providing any legal, regulatory, tax, financial, accounting, employment, or other professional advice. Employer is solely responsible for ensuring Employer's compliance with applicable law and regulation, and nothing in the Gusto Content, Platform, or Services (including, without limitation, any communications from our customer support team regarding Employer's use of the Platform, or Services) should be construed as, or used as a substitute for, the advice of competent legal or applicable professional counsel. Gusto does not guarantee or warrant any results or outcome with respect to the Platform, Services or Gusto Content.

## 18. Consent to Receive SMS/MMS Messages

Gusto will send the following types of SMS messages: (1) one-time pin or verification codes, (2) links to access or download services, (3) notifying about Employer Account activity, (4) service alerts and (5) soliciting feedback about our customer service experience. Message frequency may vary. Standard message and data rates may apply. Note that Gusto will not send you autodialed marketing SMS or MMS messages unless you expressly agree in writing to receive such messages. If you would like to opt out of receiving SMS messages, reply HELP for help or STOP to cancel. For more information, please see our [Privacy Policy](#).

## 19. Termination and Suspension

Employer's Termination: Employer may cancel the Employer Account at any time from within the Employer Account. Unless we state otherwise, Employer's termination of the Employer Account constitutes the termination of this Agreement. Unless we state otherwise, Gusto will not prorate any applicable Service Fees and Employer Accounts canceled in the middle of a month will be charged the full month's fees for all Services to which Employer was subscribed at the time of cancellation. Employer understands and agrees that Employer is solely responsible for ensuring Employer's compliance with all applicable law, including any wage and hour, taxation, and employment regulation that may affect Employer's obligations to Members paid through the Payroll Service following cancellation or termination of the Services.

Gusto's Termination and Suspension: Gusto may terminate or suspend Services if you violate this Agreement or any other Gusto terms or your use of the Services is improper or substantially exceeds or differs from normal use by other Employers, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues.

Effect of Termination: Upon termination of the Services, and except as otherwise stated in this Section 19 or the applicable Additional Terms, Employer's and Members' rights to access and use all applicable Services(s) to which Employer subscribed or enrolled will



automatically terminate. The Employer Account and Member accounts will remain accessible in a limited, read-only capacity, subject to compliance with this Agreement.

The termination of any of the Services or this Agreement will not affect Employer's or Gusto's rights with respect to transactions which occurred before termination. Gusto will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to Gusto's termination of this Agreement. Any section of this Agreement or applicable Additional Terms which by their nature should survive termination will survive, including without limitation all applicable payment obligations, privacy rights and obligations of Gusto and Employer under Gusto's Privacy Policy, Gusto's responsibilities to comply with federal anti-money laundering regulation, use restrictions and indemnity obligations, warranty disclaimers, and limitations of liability.

## 20. Warranty Disclaimers

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM, SERVICES, AND GUSTO CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY GUSTO. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUSTO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, GUSTO MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF THE SERVICES OR ANY INFORMATION OR GUSTO CONTENT IN OR LINKED TO THE SERVICES. GUSTO CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF EMPLOYER DATA OR ANY INFORMATION INPUT INTO THE PLATFORM OR SERVICES BY EMPLOYER OR MEMBER AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH DATA AND INFORMATION. GUSTO DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OR GUSTO CONTENT WILL (a) MEET EMPLOYER'S EXPECTATIONS OR REQUIREMENTS; (b) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (c) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION.

Gusto makes no representations or warranties about the Platform's or Services' uptime, availability, or permissibility in any particular geographical location. From time to time, Gusto may conduct scheduled or emergency system maintenance, during which time the Platform may be inaccessible and unavailable, with or without notice to Employer. The Platform and Services rely on third-party technology and services (e.g. web hosting services). Any change to the services offered by these third-party providers may entirely disable, reduce, or adversely affect Employer's use of or access to the Platform and Services. No oral or written information or advice given by Gusto, its agents, employees, or representatives will create a warranty or in any way increase the scope of the warranties in this Agreement.

To the extent any error results from Gusto's reliance on information provided by or on behalf of Employer or Member, or anyone that Gusto reasonably believes to be Company or Member (each, a "**Resulting Error**"), then Gusto may attempt to correct the Resulting Error, but makes no warranties or guarantees that it will be able to partially or fully correct the Resulting Error and will not be liable for any failure to partially or fully correct such Resulting Error.

## 21. Indemnity

Employer agrees to indemnify and hold harmless Gusto and its officers, directors, employees, successors, assigns, representatives, subsidiaries, affiliates, and agents (the "**Indemnified Parties**"), from and against any losses, damages, expenses, claims, actions, disputes, suits, proceedings, and demands (including, without limitation, reasonable legal and accounting fees) ("**Claims**"), without regard to merit or lack thereof arising out of or related in any way to (a) Employer's or its Member's access to, use of, or participation in the Platform and Services or Gusto Content; (b) Employer Data or Shared Employer Data; (c) violation or alleged violation of this Agreement or any instructions provided by Gusto with respect to Employer's or Employer's Member's use of the Platform and Services; (d) Employer's or its Member's violation or alleged violation of any third party right; (e) Employer's or its Member's violation or alleged violation of any applicable law, rule, or regulation; (f) Employer's or its Member's gross negligence, fraudulent activity, or willful misconduct; (g) Gusto's or any other Indemnified Party's use of or reliance on information or data furnished by or on behalf of Employer; (h) actions that Gusto or any other Indemnified Party undertakes at the request or instruction of Employer or anyone that Gusto or any other Indemnified Party reasonably believes to be Employer or acting with authority on behalf of Employer (each such action a "**Requested Action**"); or (i) Gusto's or any other Indemnified Party's use of or reliance on information or data resulting from

such Requested Actions.

## 22. Limitation of Liability

To the extent permitted by applicable law, Gusto is not liable, and Employer agrees not to hold Gusto responsible for, any damages or losses resulting directly or indirectly from (a) Employer Data or Gusto's or a third party's reliance on certain Employer Data; (b) Resulting Errors; (c) Employer's delay in providing, or failure to provide, Gusto with information necessary for its provision of the Services; (d) Employer's violation of applicable law, rule, regulation or other applicable legal obligation; (e) unauthorized third-party actions taken in Employer's Account or sharing of your Account credentials; (f) Employer's or its Member's negligence; (g) any Claims that could have reasonably been avoided or mitigated by Employer through reasonable efforts; (h) any Requested Actions; (j) Employer's or Members' failure to properly follow Gusto's instructions with respect to the Platform, Gusto Content, or Services; or (k) Employer's or its Member's use or inability to use the Platform or the Services.

NEITHER GUSTO NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICES, OR GUSTO CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, GUSTO CONTENT, THIRD PARTY CONTENT, OR THIRD-PARTY SERVICES, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GUSTO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO EMPLOYER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GUSTO'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT EXCEED THE AMOUNTS EMPLOYER HAS PAID TO GUSTO FOR USE OF THE PLATFORM, SERVICES, OR GUSTO CONTENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM.

## 23. Changes to the Agreement, Platform, or Services

Gusto may modify this Agreement at any time, in Gusto's sole discretion, effective upon posting of an updated version of this Agreement. It is important that Employer reviews each modified version of the Agreement as Employer's continued use of the Platform or Services after such changes are posted constitutes Employer's agreement to be bound by the modified Agreement. If Employer does not agree to be bound by the modified Agreement, then Employer may not continue to use the Platform or Services. Because the Platform and Services evolve over time, Gusto may change or discontinue all or any part of the Platform or Services at any time and without notice, and without liability to Employer, at Gusto's sole discretion.

## 24. Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND INCLUDES, AMONG OTHER THINGS, A CLASS ACTION WAIVER. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 24.C BELOW.

- A. Informal Dispute Resolution. "**Dispute**" includes any past, present, or future dispute, claim (including initial claims, counter-claims, third-party claims, or otherwise), or controversy relating to or arising out of this Agreement, the Platform or Services, whether in law, equity, or otherwise, including the validity or enforceability of this Section 24 or the Agreement. If a Dispute arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide a neutral and cost effective means of resolving the Dispute quickly. Before filing any Dispute in arbitration or, for an excluded matter, in court, you will try to resolve the specific issue underlying the Dispute informally by contacting our customer service team. We will also undertake reasonable efforts to contact you to resolve any Dispute informally

before taking any formal action. If your Dispute is not resolved within sixty (60) days after you contact our customer service team, you or Gusto may initiate a formal action as described in this Section 24.

- B. Election to Arbitrate. You and Gusto agree that the sole and exclusive forum for resolution of a Dispute will be final and binding arbitration pursuant to this Section 24 (the “**Arbitration Provision**”), unless you opt out as provided in Section 24.C below or your Dispute is subject to an explicit exception to this Arbitration Provision. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable. Notwithstanding the foregoing, both you and Gusto retain the right: (1) to bring an individual action in small claims court (a “**Small Claims Action**”); or (2) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s intellectual property rights (an “**IP Protection Action**”).
- C. Opt-Out of Arbitration Provision. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice as described below within thirty (30) days of the date of your electronic acceptance of these Terms (such notice, an “**Arbitration Opt-Out Notice**”) or, for current Employers, within thirty (30) days of Gusto’s notice of modifications to these Terms. For your convenience we have provided a form Arbitration Opt-Out Notice [here](#). Please complete and email the completed form, including all required fields, to [legal-opt-outs@gusto.com](mailto:legal-opt-outs@gusto.com). If you don’t provide Gusto with a completed Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth in Section 24.B above. Your opt-out will be effective only for Disputes that arise after acceptance of the Terms, or the effective date of the updated Terms for which you have submitted an Arbitration Opt-Out Notice (whichever is later).
- D. Judicial Forum for Disputes. In the event that (i) you or we bring a Small Claims Action, or IP Protection Action; (ii) you timely provide Gusto with an Arbitration Opt-out Notice; or (iii) this Section 24 is found not to apply, the exclusive jurisdiction and venue of any Dispute will be the state and federal courts located in the County of San Francisco, CA and you and Gusto waive any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.
- E. WAIVER OF RIGHT TO LITIGATE. YOU UNDERSTAND THAT YOU WILL NOT HAVE A RIGHT TO LITIGATE DISPUTES THROUGH A COURT BEFORE A JUDGE UNLESS YOU TIMELY PROVIDE GUSTO WITH AN ARBITRATION OPT-OUT NOTICE. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE DISPUTES IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 24.B ABOVE.
- F. NO CLASS ACTIONS. You and Gusto agree that the arbitration of any Dispute shall only proceed on an individual basis. Neither you nor Gusto may bring a Dispute as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “**Collective Arbitration**”). Without limiting the generality of the foregoing, a Dispute against Gusto will be deemed a Collective Arbitration if (i) two (2) or more similar Disputes for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “**Concurrently**” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR GUSTO SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 24.F SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.
- G. Arbitration Procedures. The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services (“**JAMS**”). Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules; all other Disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures (the applicable rule set, the “**JAMS Rules**”). If you have any questions concerning JAMS or would like to obtain a copy of the

JAMS Rules, you may call 1(800) 352-5267 or visit their web site at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. A single arbitrator will be mutually selected by Gusto and Member and shall be (i) a practicing attorney licensed to practice law in California or a retired judge; and (ii) selected from the arbitrators on the JAM's roster of commercial dispute arbitrators who have a background in payroll, health insurance, human resources, and/or online commerce law (or if there are no such arbitrators, then from the arbitrators on the JAM's roster of commercial dispute arbitrators) (collectively, the "**Arbitrator Requirements**"). If Gusto and Member cannot mutually agree upon an arbitrator within ten (10) days of the opposing party's receipt of the Demand for Arbitration from the Claimant, then JAMS shall appoint a single arbitrator in accordance with JAMS Rules that satisfies the Arbitrator Requirements. Notwithstanding any language to the contrary in this Section 24, if a party seeks injunctive relief that would significantly impact other Employers as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall meet the Arbitrator Requirements. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section 24 shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

- H. Arbitration Location. Unless the arbitrator determines that an in-person hearing is necessary or you and Gusto otherwise agree, the arbitration may be conducted via videoconference, telephonically or via other remote electronic means. If your Dispute does not exceed \$10,000 not inclusive of attorneys' fees and interest, then the arbitration will be conducted solely on the basis of the documents that you and Gusto submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your Dispute exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
- I. Arbitration Fees. If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the JAMS Rules, or in accordance with countervailing law if contrary to the JAMS Rules.
- J. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the JAMS Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.
- K. Survival and Severability of Arbitration Provision. This Arbitration Provision shall survive the termination of these Terms. With the exception of Section 24.F, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 24.F to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Dispute must be litigated in court pursuant to Section 24.D.

## 25. Force Majeure

Gusto is not liable for any delay or failure in performance of its obligations from any cause beyond Gusto's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, failures by a third-party technology service provider, riots, fires, earthquakes, floods, pandemics, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of Employer, Employer's agents, assigns or any other third party acting on Employer's behalf.

## 26. General

This Agreement (including all applicable Additional Terms, Gusto's [Privacy Policy](#), the [Acceptable Use Policy](#), and any supplemental policies or terms which Gusto may present for review and acceptance at the time Employer subscribes to the applicable Service or Service Plan), constitutes the entire agreement between Gusto and Employer regarding the Platform and Services and replaces all prior agreements, oral or written, regarding this subject matter. If any part of this Agreement is deemed to be unenforceable or invalid, that section will be removed without affecting the validity or enforceability of the remainder of the Agreement. Employer may not assign this Agreement, by operation of law or otherwise, without Gusto's prior written consent. Any attempt by Employer to assign or transfer this Agreement, without such consent, will be null. Gusto may freely assign or transfer this Agreement without restriction. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof.

Any notices or other communications provided by Gusto under this Agreement, including those regarding modifications to this Agreement, will be given: (a) via email; or (b) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is given. For notices made by posting to the Platform, the date of such posting will be deemed the date that notice is given. Gusto's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Gusto. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## 27. Electronic Transmission of the Agreement

This Agreement, and any amendments hereto, 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 thereof, delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either (a) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (b) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

## 28. Contact Information

If Employer has any questions about this Agreement, the Platform, or the Services, Employer may contact Gusto at [support@gusto.com](mailto:support@gusto.com). Gusto will not be able to accept Employer questions, Feedback, or complaints at Gusto's physical locations. If Employer is a California resident, Employer may report complaints regarding the Services by contacting the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at:

Department of Consumer Affairs

Consumer Information Division

1625 North Market Blvd., Suite N 112

Sacramento, CA 95834

Phone Number: (800) 952-5210