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Customer Terms of Service Agreement

Last Updated: May 19, 2023

You can view our previous Customer Terms of Service Agreement [here](#).

Thank you for using the website and services offered by People Center, Inc. d/b/a Rippling (together with its subsidiaries and other affiliates, “**Rippling**”, “we”, “us”, “our”), which provide certain human resource, financial, and information technology services and related services, including but not limited to, payroll, benefits administration, human resources information management, device management, spend management, and other services that may be added to Rippling’s website and service offerings from time to time (Rippling’s website, services, and any related software, mobile applications and other applications, are referred to collectively, herein as the “**Rippling Services**”). The specific Rippling Services you order will be set forth in ordering documents (including any online form) issued by Rippling specifying the Rippling Services to be provided under these terms (“**Order Forms**”). To be eligible to use any Rippling Services, you must review and accept the terms of this Agreement by executing the applicable Order Form provided by us and/or checking on the “I Agree” button or other mechanism provided. Your authorization to access and use any Rippling Services is conditioned on your acceptance of and compliance with the terms of this Agreement.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING ANY OF THE RIPPLING SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Your account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and that you consent to do business electronically.



EOR DPA

Corporate Card Agreement

Corporate Card Rewards Terms

behalf of an entity or other organization with respect to the Rippling Services (collectively, “**Customers**”). If you are registering for a Rippling account or using the Rippling Services on behalf of an entity or other organization, references to “**you**” are to such entity or organization and you are accepting this Agreement for that entity or organization and representing to Rippling that you have the authority to bind that entity or organization to this Agreement (the term “**Customer**” will also refer to that entity or organization).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, AMONG OTHER THINGS, THAT DISPUTES RELATING TO THIS AGREEMENT, YOUR ACCOUNT OR THE RIPPLING SERVICES MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY.

1. Rippling Services.

1.1 Provision of Rippling Services; Core Services.

(a) *Provision of Rippling Services.* Rippling makes the Rippling Services available pursuant to this Agreement and any applicable Order Form, the Rippling User Privacy Notice, the Rippling Data Processing Addendum and any supplemental policies or terms referenced herein, therein or which Rippling may present to you for review and acceptance at the time you subscribe to the applicable Rippling Service (collectively, “**Supplemental Terms**”), all of which are hereby incorporated into and form a part of this Agreement. In the event of conflict between the provisions of this Agreement and any Supplemental Terms, the Supplemental Terms will control to the extent of such conflict.

(b) *Core Services.* Rippling may make certain Core Services available through its platform, including (i) employee onboarding and offboarding services, (ii) sample documents and policies (“**Templates**”), (iii) a platform that third parties may use to develop and provide applications, services, websites or software that complement your use of the Rippling Services (each, a “**Third Party Product**”), and (iv) other workplace features, as may be developed by Rippling from time to time, such as an employee directory and paid-time off tracking (“**Core Services**”). You acknowledge that Templates and other provided materials constitute “**Rippling Content**” and are incorporated into the Rippling Services. Rippling may expressly permit you to modify or edit certain Templates, which, once



distribute Rippling Content contained within the Modified Content, solely for Customer's internal business purposes, subject to Customer's compliance with the terms of this Agreement, including payment terms herein.

1.2 Additional Services. Rippling may make certain additional services available through its platform as may be developed from time to time. Without limiting the terms of this Agreement, if you subscribe to one or more of the Additional Services governed by additional terms listed in the sidebar at <https://app.rippling.com/legal> (each, "**Additional Terms**") (e.g., Payroll Services Additional Terms, Inventory Management Additional Terms), then you also agree to be bound by such Additional Terms. In addition, to the extent you purchase third-party services resold by Rippling through the Rippling platform, you may be subject to the terms of service for that third-party service provider.

1.3 No Professional Advice. You acknowledge that Rippling is not a lawyer, accountant, or other professional services provider, and accordingly, does not provide legal, financial, benefits, tax, IT, compliance, or other professional advice. Any information provided by the Rippling Services is intended for your general use only, including with respect to any Templates available within the platform, and does not constitute legal or professional advice. You understand that you are responsible for any actions taken based upon information received from Rippling, and where professional advice is needed, that you should seek independent professional advice from a person who is licensed or qualified in the applicable area.

1.4 Eligibility and Jurisdiction. The Rippling Services are only available for persons in those jurisdictions in which they may legally be sold. Nothing on the Rippling Services shall be considered a solicitation to buy or an offer to sell anything to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful. The technology and software underlying the Service or distributed in connection therewith and the transmission of any applicable data (the "**Software**") is subject to United States export controls. No such Software or data may be downloaded from the Rippling Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such Software or data is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Rippling Services, including as it concerns online

Agreement.

1.5 User Limitations. The Rippling Services may only be accessed and used by individual employees or contractors of Customer ("**Users**") who are (i) at least thirteen (13) years of age, (ii) authorized by Customer to use the Rippling Services, and (iii) otherwise not barred from using the Rippling Services under applicable law. You are responsible for ensuring that any user that you allow to access the Rippling Services is authorized to do so by law, and that such individual's use of the Rippling Services complies with all wage and hour laws, employment laws, and any other applicable laws and regulations.

1.6 Mobile Services. The Rippling Services include certain services that are available via a mobile device, including (i) the ability to upload content to the Rippling Services, (ii) the ability to browse the Rippling Services and other websites, and (iii) the ability to access certain features of the Rippling Services (collectively, the "**Mobile Services**"). To the extent you access the Rippling Services through a mobile device, your network service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Customer and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number or other mobile identifier, you agree to promptly update your Customer account information to ensure that your messages are not sent to the person that acquires your old number.

1.7 Professional Services.

(a) *Professional Services.* To the extent specified in Customer's Order Form, Rippling will provide professional services during regular business hours as further described in the Order Form ("**Professional Services**"). Professional Services must be completed within three (3) months from the date Customer completes the first phase of the implementation services relating to the applicable Rippling Services purchased by Customer. For any Customer who purchased Professional Services and completed the first phase of its implementation

(b) *Managed Services*. If specified on Customer's Order Form, Rippling will provide additional managed services to Customer ("**Managed Services**"). Certain Managed Services, including Managed Implementation Services, will be delivered in accordance with a project framework document created by Rippling describing key milestones, responsibilities, project participants and administrators, assumptions, and deliverables applicable to Rippling and Customer. Customer will provide reasonable and timely cooperation in connection with Rippling's provision of Managed Services, including with respect to the project framework document. Rippling will not be liable for any delay, costs, or other adverse conditions to the extent caused by Customer's failure to provide Rippling with information, materials, consents or access to Customer facilities, networks or systems required for Rippling to perform the Managed Services. If Customer does not perform its obligations with respect to the Managed Services, Rippling's obligation to perform the Managed Services may be suspended and additional fees and delay may result.

(c) *Time & Materials Support*. Rippling may provide Customer with the ability to schedule live and/or recorded appointments with Rippling personnel to discuss questions related to, and take certain actions at the direction of Customer with respect to, the Rippling Services ("**T&M Support**"). T&M Support may be subject to additional fees as communicated to Customer at the time of scheduling, and the provision of T&M Support is governed by Rippling's then-current T&M Support policies.

2. Customer Responsibilities.

2.1 Consent to Electronic Delivery; Electronic Signature.

(a) *Electronic Signature*. When you execute documents using the e-signature tools set forth in the Rippling platform ("**E-Sign Service**"), you consent to electronically sign such documents, including employment-related documents, and agree that your electronic signature ("**Electronic Signature**") is the legal equivalent of your manual or handwritten signature. By selecting an "I Accept" button or checkbox, or otherwise placing an Electronic Signature on a document while in your Rippling Account, you expressly affirm that: (i) you are able to access and view the relevant document that you are electronically signing, (ii) you consent to conduct



document, and (iv) you are authorized to enter into the relevant agreement, and be bound by its terms. You further agree that no certification authority or other third party verification is necessary to validate your Electronic Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting agreement.

(b) *Electronic Delivery.* You agree that Rippling may electronically deliver service-related documents and/or disclosures to you (including for any persons whom you are the legal guardian), which may include tax and health insurance notices, as applicable. You also authorize Rippling to receive such Service-related documents and/or disclosures electronically on your behalf, and agree to be notified of such notices electronically. Rippling may provide electronic delivery via email to the email address provided by you in the Rippling platform or by reference to a location on the Rippling platform to which you have access. If you are using the Rippling Services on behalf of a Customer and/or its employees and contractors, you represent that you have affirmative consent from your employees and/or contractors of such company to receive electronic disclosures from Rippling through the Rippling Services.

(c) *Withdrawing Consent.* As a Customer, you acknowledge that Rippling relies on electronic communications as a core component of its services; accordingly, if you are using the Rippling Services on behalf of a Customer and/or its employees and contractors and withdraw electronic consent for such Customer and/or its employees and contractors, Rippling may no longer be able to provide the Rippling Services to you, and may terminate Customer's use of the Rippling Services in whole or in part. To the extent any employee or contractor withdraws electronic consent to receive documents (including tax and health insurance documents and notices) from Rippling, it is your responsibility to ensure that paper copies of the relevant documents are provided to the employee or contractor.

(d) *Enforceability.* You acknowledge that, under applicable laws, some documents require a manual or handwritten signature, and that it is your responsibility to determine whether a document requires a manual or handwritten signature. You understand that you are solely responsible with respect to the content, validity, or enforceability of any document, and that Rippling makes no representations or warranties regarding the validity



(e) *Form W-2s*. For Users of Rippling Customers receiving payroll services, you agree that your acceptance of these User terms constitutes consent to receive all future Form W-2s electronically for the duration of Customer's use of Rippling's payroll services, and for any tax periods covered by Customer's use of Rippling's payroll services. If you (i) do not consent to receive your Form W-2s electronically, (ii) withdraw your consent, or (iii) request a paper Form W-2, you will receive a paper Form W-2, but Customer may incur additional fees. To withdraw your consent to receive your Form W-2s electronically or to request a paper Form W-2 (which request will not be treated as withdrawal of consent), please email or contact the relevant person at your employer no later than December 1st of the applicable tax year. Customer (i.e., your employer) will confirm in writing or by email the effective date of the consent withdrawal, if applicable, and such withdrawal will only be effective for Form W-2s not yet issued (and, if received later than December 1st, will not apply to the Form W-2 for that year). Customer and Rippling may provide electronic delivery of the Form W-2 via email to the email address provided by you in the Rippling platform or by reference to a location on the Rippling platform to which you have access. To update your email address for such delivery, please update the address in the Rippling platform.

2.2 Accuracy of Customer Information. All Rippling Services will be based upon information provided to Rippling by you, by your employees or representatives, or by third party services from which you may elect to import your information (including proof of federal, state and local tax identification numbers, payroll information, benefit information and insurance information, leave policies and other employment practices) ("**User Representations**"). **You must review all User Representations and ensure such information is accurate, complete, and timely. You acknowledge that Rippling is entitled to rely conclusively on all User Representations and that Rippling does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations.** You further acknowledge that Rippling bears no responsibility and shall not have any liability for errors, omissions, penalties, fines, missed payments, judgments, incorrect coverage, or any other losses incurred that result from inaccurate, incomplete, or untimely User Representations.

2.3 Customer Data. With respect to any information that you provide through the Rippling Services and



connection with the creation or administration of a Rippling Account) (collectively, the “**Customer Data**”), you represent and warrant that you have the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the Customer Data in connection with your use of the Rippling Services. Without limiting the foregoing, in the event that you request that Rippling provide any Customer Data (including employee and contractor information) to any third party or to any non-U.S. Customer location, you represent that you have acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable laws. By providing any Customer Data to Rippling, you hereby grant and will grant Rippling and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, license to copy, display, upload, perform, distribute, store, modify and otherwise use your Customer Data to perform the Rippling Services, including as set forth in this Agreement, Rippling’s User Privacy Notice, and Rippling’s Data Protection Addendum. You acknowledge and agree that Rippling may preserve Customer Data and may also disclose Customer Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Rippling, its users and the public. You understand that the technical processing and transmission of the Rippling Services, including Customer Data, may involve (1) transmissions over various networks; and (2) changes to conform and adapt to technical requirements of connecting networks or devices.

2.4 Account Administration; Authorizations.

(a) *Accounts.* To use the Rippling Services, you must create an account (an “**Account**”) by providing your email address (“**Account Email**”) and a master password (the “**Master Password**” and, together with the Account Email, the “**Credentials**”). You are responsible for the security of your Account, and agree to keep your Credentials secure. You understand that your Account is solely for your use, and you will not share your Account or Credentials with anyone. You are fully responsible for all activities on the Rippling Services associated with your Account. As a Customer, you are fully responsible for all activities of your employees and



(b) *Account Administration*. Customer will designate and authorize either itself and/or one or more individuals with authority to (i) act on Customer's behalf, (ii) provide information on Customer's behalf, and (iii) bind Customer and/or Customer's business with respect to the Rippling Services (each such individual, an "**Account Administrator**"). Customer is solely responsible for all actions taken under any account to which Customer has access. Any actions taken under such accounts will be deemed authorized by Customer, regardless of Customer's knowledge of such actions (the "**Authorized Actions**"). Authorized Actions include but are not limited to (iv) actions taken by Customer, an Account Administrator, or an authorized accountant, broker, or HR/IT consulting representative of Customer (an "**Authorized Representative**"), and (v) actions that Customer, an Account Administrator, or an Authorized Representative (or anyone that Rippling reasonably believes to be Customer, an Account Administrator, or an Authorized Representative) directs or instructs Rippling to take on its behalf. Authorized Representatives may access the Rippling Services solely for the purpose of providing accounting, brokerage, or HR/IT consulting services to Customer. Authorized Representatives may not extract data from Rippling for use outside of the Rippling Services or as part of any data aggregation service.

(c) *Account Information*. In order to access or use certain aspects of the Rippling Services, you will need to provide access to information maintained by certain third party institutions, such as prior payroll companies with which you have a customer relationship, manage accounts or engage in transactions and the various applications and services for which you use Rippling's access and password management services. In order for Rippling to provide those aspects of the Rippling Services, you must provide all relevant information, signatures, data, passwords, usernames, PINs and other necessary information, materials and content ("**Account Information**"). You retain all right, title and interest in and to your Account Information, and represent and warrant that the Account Information provided is accurate and complete and may be provided to Rippling without any obligations on Rippling to verify the accuracy or completeness of such Account Information. You are responsible for the consequences of any instructions provided that Rippling follows, and Rippling has no liability or responsibility for any inability to use the Rippling Services due to such inaccuracy or incompleteness of Account Information.



(2) maintaining applicable accounts with providers of Third Party Products (as defined above) utilized by Customer. Customer will adequately secure and keep confidential any Customer passwords or credentials, and any information accessible via its account. Customer accepts all risks of unauthorized use of its Account arising from Customer's failure to implement security safeguards or otherwise maintain the confidentiality of its passwords or credentials and hereby releases, indemnifies, defends and holds harmless from any liability in connection with any such unauthorized access. If Customer believes or suspects that its account, passwords or credentials have been accessed or compromised, Customer must immediately notify Rippling Support at support@rippling.com. Rippling reserves the right to prevent access to the Rippling Services if Rippling has reason to believe that any accounts, passwords or credentials have been compromised.

(e) *Communications and Notifications.* Customer is responsible for reviewing any reports, filings, information, documents or materials (collectively, the "**Materials**") made available to Customer by Rippling for Customer's review, and Customer must notify Rippling of any inaccuracies in the Materials as soon as possible, or within the time period specified in communications received from Rippling. Customer must promptly notify Rippling of any third party notices that Customer may receive which could affect Rippling's ability to effectively provide the Rippling Services (e.g., to the extent applicable, notices from the Internal Revenue Service or other government agencies regarding penalties or errors relating to the Rippling Services, or notices from insurance carriers regarding eligibility, enrollment, payment or any other communications affecting the contract of services with that insurance carrier).

(f) *Authorizations.* Customer agrees that, to the fullest extent permitted by law, the provision of account login or identity verification credentials to Rippling by or on behalf of Customer, an Account Administrator, or an Authorized Representative, together with any actions authorized by such foregoing parties via the Rippling Services, whether by clicking the applicable action button, providing a verbal instruction or otherwise, will have the same effect as providing a written signature authorizing the applicable action.

2.5 Third Party Products.

(a) *Independent Services.* The Rippling Services are designed to work with many Third Party Products;



with respect to such Third Party Products, unless expressly provided herein or an applicable Order Form. You (and not Rippling) decide whether to enable Third Party Products, and any use of such Third Party Products and any exchange of data, including Customer Data, between Customer or a User and any such third party provider or Third Party Product is solely between Customer or User and such third party provider. When you enable a Third Party Product, you grant Rippling permission to allow the Third Party Product and its provider access to Customer Data as required for the interoperation of that Third Party Product with the Rippling Services. For the interoperation of the selected Third Party Products with the Rippling Services, you may be required to obtain access to such Third Party Products directly from their providers, and/or grant Rippling the ability to create, access, delete and/or otherwise modify your account(s) on such Third Party Products. You acknowledge that Rippling is not responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Third Party Product, and that the handling of such Customer Data within the Third Party Product will be exclusively governed by the separate terms and agreements, if any, between you and such third party provider. Customer and Users will comply with all terms and conditions applicable to the use of Third Party Products, and will not use Rippling integrations with Third Party Products in any manner that damages, disables, overburdens, or impairs any websites, servers, or otherwise interferes with the Third Party Products. Customer acknowledges it has sole responsibility for, and assumes all risks arising from, Customer's use of any Third Party Products. Rippling does not guarantee the continued availability, operation, or utility of Third Party Products or Rippling Services features integrated with Third Party Products, and may cease providing certain Third Party Products via the Rippling platform without notice or entitling you to any refund, credit, or other compensation.

(b) Authorizations for Third Party Products. To connect the Rippling Services with Third Party Products, you authorize Rippling to, as applicable: (1) store relevant Account Information, (2) access the relevant service using the Account Information you provide Rippling, (3) use and apply any signatures or other materials you provide Rippling in order to provide related services, such as to complete a tax document, (4) gather and export from such Third Party Product any data or other information reasonably necessary to provide related Rippling Services to you, such as Customer's payroll



information of Customer's employees, requested by such Third Party Product that Customer has provided or made available to Rippling in connection with the Rippling Services, and (5) otherwise take any action in connection with such Third Party Product as reasonably necessary to provide related services to you, including, but not limited to, opening accounts and making changes on your behalf with such third-party institutions. You further designate Rippling as your agent and limited attorney-in-fact in connection with Third Party Products, if required and only as required to use the Third Party Product (e.g., tax filing systems). You agree that such third party providers are entitled to rely on the foregoing authorization, agency, and power of attorney granted by you in their provision of the Third Party Product via the Rippling Services.

(c) *Management of Third Party Accounts.* You are solely responsible for (1) ensuring that any Third Party Product accounts are accurately and properly provisioned for or matched to your Rippling Service account, (2) ensuring the termination or de-linking of any Third Party Product accounts for employees or contractors who should not have access to such Third Party Product accounts or your Rippling account (e.g., due to termination of their employment or engagement), and (3) otherwise following all instructions provided by Rippling in connection with matching, de-linking, termination or other management of your Rippling accounts in relation to Third Party Products.

2.6 Prohibited Activities. Any authorization to access or use the Rippling Services extends only to the Rippling Services for which Customer has subscribed and remains in good standing, and for which User conduct is in conformance with these terms and any applicable Additional Terms. You will not (nor will you permit any User or third party to):

- reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive the source code underlying the Rippling Services;
- transfer, resell, lease, license, or assign Rippling Services or otherwise offer the Rippling Services on a standalone basis, or permit any third party to access the Rippling Services, without express permission from Rippling;
- use or access the Rippling Services for any purpose other than Customer's *bona fide* internal business purposes;
- use or access the Rippling Services (1) to build a similar or competitive product or service, (2) for

- share your Rippling username and password with any other person, or allow any other person to use your Rippling username and password to access the Rippling Services;
- develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Rippling Services or otherwise copy profiles and other data from the Rippling Services in order to enable, use, or build a similar or competitive product or service;
- tamper with the security of Rippling's systems or tamper with other customer accounts of Rippling;
- attempt to probe, scan or test the vulnerability of any Rippling systems or to breach the security or authentication measures of Rippling's systems;
- use the Rippling Services to send payments directly or indirectly to, or for the benefit of, any person or entity that is (a) located in any country or jurisdiction that is subject to U.S. economic sanctions, (b) identified on any U.S. government list of prohibition, including the Specially Designated Nationals and Consolidated Sanctions List of the Office of Foreign Assets Control, U.S. Department of the Treasury, or (c) owned or controlled by any person or entity in (a) or (b), or allow any such person or entity to use the Rippling Services for any purpose;
- use or launch any automated system, including "robots," "spiders," or "offline readers," that sends more requests to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- (1) use the Rippling Services in any manner that damages, disables, overburdens, or impairs any of our websites, servers, or otherwise interferes with any other party's use of the Rippling Services or (2) allow any such person or entity to use the Rippling Services for any purpose;
- access the Rippling Services other than through our interface;
- Access or obtain data from the Rippling Services other than through the software applications, plugins, integrations and extensions which are authorized by Rippling and made available to you by Rippling;
- engage in harassing or other inappropriate behavior with respect to any Rippling employee;
- use the Rippling Services for any fraudulent activity or purpose;

For the avoidance of doubt, Rippling welcomes and encourages the responsible disclosure of security vulnerabilities through its Vulnerability Reporting program, with more details available at www.rippling.com/vulnerability-reporting. Legitimate participation in Rippling's Vulnerability Reporting program is not a violation of the security-related prohibitions of this Section.

2.7 Compliance with Laws; Digital Millennium Copyright Act.

(a) *Compliance with Laws.* You will be solely responsible for compliance with any and all applicable laws, rules and regulations affecting your business, and any use you may make of the Rippling Services to assist you in complying with any such laws, rules or regulations. In addition, Customer is responsible for ensuring that its employees and contractors comply with applicable laws while using the Rippling Services, including the intellectual property and third-party rights of others.

(b) *Digital Millennium Copyright Act.* If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated under the Digital Millennium Copyright Act ("**DMCA**"), you should notify notices@rippling.com of your infringement claim, which shall include: (a) the subject line of "**DMCA Takedown Request**"; (b) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (c) a description of the copyrighted work or other intellectual property that you claim has been infringed; (d) a description of where the material that you claim is infringing is located on the Rippling Service, with enough detail that we may find it on the Rippling Service; (e) your address, telephone number, and email address; (f) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (g) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. In accordance with the DMCA and other applicable law, Rippling has adopted a policy of terminating, in appropriate circumstances and at Rippling's sole discretion, Users who are deemed to be repeat infringers. Rippling may also at its sole discretion limit access

there is any repeat infringement.

3. Term and Termination.

3.1 Term. The term of this Agreement will commence on the date you first execute an Order Form or, if earlier, begin using any Rippling Service, and will continue until terminated as provided in this Agreement (the “**Term**”). With respect to any Rippling Services provided under an Order Form, the subscription term for such Rippling Services will be as specified in the applicable Order Form (with respect to the applicable Rippling Services, the “**Initial Subscription Term**”), and will automatically renew for additional periods equal to the shorter of the same duration as the Initial Subscription Term or twelve (12) months (each of the Initial Subscription Term and subsequent renewal terms, a “**Subscription Term**”), unless either party notifies the other party of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Rippling may change the Rippling Services, stop providing the Rippling Services or features of it or create usage limits for the Rippling Services for all of our Users generally, provided that we will notify you of any material change at least thirty (30) days prior to the implementation of the change unless the changes are being made for legal reasons in which case we will notify you within a reasonable time period. If Rippling discontinues a Rippling Service in its entirety, you will not be obligated to pay for the discontinued service after the date Rippling ceases to offer such service.

3.2 Termination. Rippling may immediately terminate your access to the Rippling Services and this Agreement without liability to Customer for any actual or suspected violation of any provision of this Agreement and failure to cure within thirty (30) days following written notice thereof. You may deactivate your Rippling Services account at any time by using the tools provided in the Rippling Service, however (i) such action will not be deemed a termination of the Agreement or any associated payment obligations; (ii) the terms of this Agreement shall continue to apply until the end of the then-current Subscription Term, and to any use of the Rippling Services whether during or after the Subscription Term; (iii) you will remain obligated to pay any outstanding fees to Rippling pursuant to the terms of Section 4.1 and your Order Form; and (iv) solely in the event you pose a demonstrable credit risk to Rippling, Rippling may accelerate your unpaid payments or fees so that all such payment obligations become immediately due and payable.



Subscription Term if Rippling is in material breach of any material term contained in this Agreement and fails to cure such breach within thirty (30) days following written notice thereof. Either party may immediately terminate this Agreement if the other party ceases business operations, generally stops paying its debts, becomes insolvent, or becomes the subject of a petition in bankruptcy, receivership, liquidation, or assignment for the benefit of creditors, provided however that such termination shall not affect Customer's obligation to pay any outstanding fees due under Customer's Order Form. Upon any termination, the parties will continue to be bound by any terms of this Agreement that by their nature extend beyond termination.

3.3 Suspension. Without limiting our other rights or remedies, Rippling may temporarily suspend your access to any portion of the Rippling Services, including access to any leased equipment, without prior notice if (a) Rippling reasonably determines that (i) there is a threat or attack on the Rippling Services or other event that may create a risk to the Rippling Services, you or any other customer or User of Rippling; (ii) your use of the Rippling Services disrupts or poses a security risk to the Rippling Services or any other Rippling customer; or (iii) you are in breach of Section 2.6 (Prohibited Activities) or Section 2.7 (Compliance with Laws; DMCA) or (b) Rippling has notified you that any amount owed by you under this Agreement is thirty (30) or more days overdue, and you have failed to submit payment in full within five (5) days of receipt of such notice (collectively, "**Service Suspensions**"). We will provide notice of any Service Suspension following the commencement of the Service Suspension and provide updates regarding resumption of Rippling Services following any Service Suspension. Rippling will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

4. Service Fees and Charges.

4.1 Fees.

(a) **Payment of Fees.** Customer agrees to pay the fees for the Rippling Services in accordance with the applicable Order Form, and authorizes Rippling to conduct automatic debits of Customer's designated bank account or other funding source for such fees as they become payable. Subscription fees are payable at the start of each Subscription Term (including any renewal terms), and Rippling will

(b) Minimum Number of Users. Customer commits to a minimum number of Users and associated fees for each Subscription Term, as stated in the applicable Order Form. The number of Users cannot be decreased during the Subscription Term, however Customer may reallocate any unused User seats to newly-hired employee. If Customer adds additional Users above the number stated in the applicable Order Form, Customer agrees to pay all associated fees for such Users for the remainder of the Subscription Term. Unless otherwise stated in the applicable Additional Terms or Order Form, additional User fees are based on the calendar month in which a User is enrolled or added to any Service, regardless of whether the User is only enrolled in the Services for a portion of such month, and will be prorated by month, where applicable, against the Subscription Term.

(c) Failed Payments; Invoices. For past due amounts resulting from an ACH debit transaction that is rejected for insufficient funds, or any other rejected payment transaction, Customer understands that Rippling may at its discretion attempt to process the debit again within thirty (30) days and that Rippling may separately impose a fee of \$25 for each such transaction, as permitted by applicable law. In the event of a failed or uncollected payment, and at Rippling's sole discretion, Rippling may invoice Customer for any owed amounts and Customer agrees to pay such invoice no later than fifteen (15) days after receipt thereof. Interest shall accrue on past due amounts at the rate of one and one half percent (1.5%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was first due until the date that payment is received by Rippling.

(d) Fee Cap. For Customers with contractual commitments of at least one (1) year for which the scope of use remains the same and the number of Users has not been reduced, Rippling will not increase fees at renewal by more than the greater of five percent (5%) or CPI over the Customer's Currency Adjusted Fee for the prior Subscription Term (not including any time-limited offer or promotion) "Currency Adjusted Fee" means the fee reflected on the Customer's Order Form, updated at renewal to reflect the prevailing currency exchange rate between Customer's Order Form currency and the United States Dollar, as determined by Rippling using available benchmark rates.



to remove or change that third party, Customer will be liable to pay for the full amount of the Rippling Services until Customer has designated a new third party and such third party has agreed to pay for such charges.

4.2 Automatic Debits. When Customer subscribes to a paid product that is part of the Rippling Services, Customer authorizes Rippling and its designated payment processors to store Customer's designated bank account information and other related information. Customer authorizes Rippling to automatically debit all applicable charges for such paid product from Customer's designated payment account, including via ACH debit for bank accounts on the date such charges become due. This authorization to initiate ACH debit transactions will remain in full force and effect until Rippling has received written notice from Customer by email at notices@rippling.com at least thirty days (30) in advance of the date the applicable charges for the paid product become due. Because these are electronic transactions, these funds may be withdrawn from Customer's designated bank account immediately. In the case of an ACH debit transaction that is rejected for insufficient funds, Customer understands that Rippling may at its discretion attempt to process the debit in the amount of the applicable paid product again within thirty (30) days and Rippling may separately impose a fee of \$25 for each transaction returned for insufficient funds, as permitted by applicable law. You certify that you are an authorized user of Customer's bank account and Customer will not dispute these scheduled transactions with such bank so long as the transactions correspond to this Agreement, an applicable Order Form, and/or any other applicable agreement for such paid product. Customer agrees to follow rules promulgated by the National Automated Clearing House Association (NACHA), which govern ACH transactions.

4.3 Fee Disputes. Customer must notify Rippling in writing if Customer disputes any portion of any fees paid or payable by Customer under this Agreement or any Order Form. Customer must provide written notice to Rippling within thirty (30) days of the applicable charge and Rippling will work together with Customer to resolve the applicable dispute promptly. If Customer does not provide Rippling with written notice of Customer's fee dispute within this 30 day period, Customer will not be entitled to dispute any fees paid or payable by Customer.



governmental charges (collectively, “Taxes”). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Rippling’s net income. Certain Rippling Services may be subject to credit card processing fees, foreign exchange fees or other administrative fees as specified in the Order Form (collectively, “**Administrative Fees**”), and Customer shall be responsible for payment of all applicable Administrative Fees.

5. Proprietary Rights and Confidentiality.

5.1 Rippling’s Ownership Rights. As between the parties, all right, title, and interest in and to the Rippling Services, including Rippling Content, shall remain vested in Rippling. Except for the express rights granted hereunder, Rippling also reserves all rights, title and interests in and to the Rippling Services and Rippling’s Confidential Information.

5.2 Feedback. Customer or Users may from time to time provide Rippling suggestions or comments for enhancements or improvements, new features or functionality or other feedback (“**Feedback**”) with respect to the Rippling Services. Rippling will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Rippling will have the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

5.3 Customer Data. All right, title, and interest in and to the Customer Data, including the Account Information and Materials, you provide will remain vested in you.

5.4 Confidentiality. “**Confidential Information**” means any information or disclosed by either party that should be reasonably understood to be confidential in light of the nature of the information. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. Each party will protect any Confidential Information of the other party which it



care to protect the other party's Confidential Information as it would use to protect its own similar information, but in no event less than reasonable care. Each party will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights under this Agreement. Neither party will disclose any Confidential Information of the other party to any third party without the prior written consent of the disclosing party, other than furnishing such Confidential Information (e) to its employees and consultants who are required to have access to the Confidential Information in connection with the exercise of receiving party's rights or performance of its obligations under this Agreement, and (f) to its professional advisers (e.g., lawyers and accountants), provided, however, that any and all such employees, consultants and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in a manner that is consistent with the terms and conditions of this Section.

5.5 Data Security and Privacy.

(a) *Data Security.* Rippling will implement and maintain commercially reasonable and industry standard administrative, physical, organizational and technical safeguards designed to prevent unauthorized use, access, processing, destruction, loss, alteration or disclosure of any Customer Data. Such safeguards will include, at minimum, an industry standard information security program to safeguard such Customer Data as well as procedures to help ensure that only those with a "need to know" have access to such Customer Data. Rippling will take commercially reasonable measures to investigate, contain and mitigate any incident that has or potentially has compromised the security, confidentiality or integrity of any Customer Data. Rippling will promptly notify Customer upon becoming aware of an incident that has or potentially has compromised the security, confidentiality or integrity of such Customer Data. Rippling will comply with all notification obligations that may be required by applicable state and federal laws and regulations. Rippling further reserves the right to protect its network and services from external threats, including by restricting network access from various hosting providers, traffic proxies, and locations where Rippling does not conduct business. Rippling will also implement the security measures outlined in the Rippling Data Processing Addendum available at <https://app.rippling.com/legal/dpa> ("**Rippling DPA**")



(b) *Data Privacy*. Rippling will process Customer Personal Data, as defined in the Rippling DPA, in accordance with the terms set forth in the Rippling DPA. All other User personal information that Rippling collects and processes in connection with the Services will be used in accordance with Rippling's User Privacy Notice available at <https://app.rippling.com/legal/privacy>. The Privacy Notice does not apply to Customer Personal Data.

5.6 Third Party Distribution Channels. Rippling offers Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("**Distribution Channels**"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. This Agreement is between you and Rippling only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of the Rippling Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "**Apple-Enabled Software**"), in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

- Rippling and you acknowledge that this Agreement is concluded between Rippling and you only, and not with Apple Inc. ("**Apple**"), and that as between Rippling and Apple, Rippling, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled



you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Rippling's sole responsibility, to the extent it cannot be disclaimed under applicable law.

- Rippling and you acknowledge that Rippling, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Rippling and Apple, Rippling, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Rippling Support.

Rippling and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

6. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE RIPPLING SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. RIPPLING HEREBY DISCLAIMS ANY AND ALL



NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE RIPPLING SERVICES. WITHOUT LIMITING THE FOREGOING, RIPPLING DOES NOT WARRANT THAT THE RIPPLING SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RIPPLING OR THROUGH THE RIPPLING SERVICES WILL CREATE ANY WARRANTY. RIPPLING DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

7. Indemnification.

7.1 Indemnification by You. Customer will defend Rippling and affiliates (collectively, the “**Rippling Indemnified Parties**”) from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to (i) Customer’s or any of its Users’ violation of the Agreement or the User Terms, or (ii) any instruction given by Customer to Rippling or any incomplete or incorrect information provided by Customer to Rippling (collectively, a “**Claim Against Us**”), and will indemnify the Rippling Indemnified Parties for all reasonable attorney’s fees incurred and damages and other costs finally awarded against a Rippling Indemnified Party in connection with or as a result of, and for amounts paid by a Rippling Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter. This section states your sole liability with respect to, and the Rippling Indemnified Parties’ exclusive remedy against Customer for, any Claim Against Us.

7.2 Indemnification by Rippling. Rippling agrees to indemnify, defend and hold you harmless against any and all third party claims, actions, suits, proceedings, and demands (“**Claim Against You**”) arising out of allegations by a third party that the Rippling Services or any portion thereof infringe(s) or otherwise violate(s) such third party’s U.S. intellectual property



defend and settle such Claim Against You and all reasonable cooperation, at Rippling' expense, in Rippling' defense and settlement of the Claim Against You. If a claim under the foregoing clause is made or likely to be made, Rippling may: (a) procure a license to allow you to continue using the allegedly infringing component(s) of the Rippling Services, (b) modify the infringing component(s) to make them non-infringing, or (c) if (a) and (b) are not reasonably available, terminate your right to use the infringing component(s) effective immediately and refund to Customer any prorated fees associated with such component from the termination date to the end of the then-current Subscription Term. This section states Rippling's entire responsibility and Customer's sole and exclusive remedy with respect to infringement of third party intellectual property rights under this Agreement.

8. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 8 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF RIPPLING WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. RIPPLING HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE RIPPLING SERVICES PROVIDED FOR IN THIS AGREEMENT.

EXCEPT WITH RESPECT TO RIPPLING'S IP INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL RIPPLING, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE RIPPLING SERVICES OR ANY FAILURE OR DELAY IN DELIVERING THE RIPPLING SERVICES, EVEN IF RIPPLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIPPLING, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DIRECT DAMAGES, IN THE AGGREGATE, EXCEEDING THE AMOUNT OF FEES PAID TO RIPPLING HEREUNDER IN THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM



RIPPLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

9. Miscellaneous.

9.1 Assignment; Delegation. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Rippling, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted transfer or assignment in violation hereof shall be null and void. Rippling, in its sole discretion, may use vendors or contractors to help provide the Rippling Services to you, and may change our use of vendors or contractors without notice to you. Rippling will remain responsible for the acts and omissions of such vendors and/or contractors.

9.2 Governing Law. This Agreement will be governed by the laws of the State of California, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Subject to the agreement to arbitrate below, all disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of San Francisco County, California, USA, and the parties hereby consent to the personal jurisdiction of these courts.



you via email notice, text message (e.g., SMS or MMS), mail, written or hard copy notice, or through posting of such notice on the Rippling Services, as determined by Rippling in its sole discretion. Rippling reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as provided in the Rippling Services. Rippling is not responsible for any automatic filtering you or your network provider may apply to email notifications Rippling sends to the email address you provide. Rippling may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page periodically. When Rippling materially changes this Agreement, Rippling will update the 'Last Updated' date at the top of this page and notify you that material changes have been made to this Agreement. Any such changes will become effective no earlier than thirty (30) days after they are posted, except that changes addressing new functions of the Rippling Services or changes made for legal reasons will be effective immediately. Your continued use of the Rippling Services after the date any such change becomes effective constitutes your acceptance of this Agreement, as updated. If you do not agree to any of these terms or any future terms, you may not use or access the Rippling Services. Notices to Rippling shall be made to the attention of the "Legal Department" and sent via mail to 2443 Fillmore St #380-7361, San Francisco, CA 94115, with a copy sent via email to notices@rippling.com.

9.4 Waiver. No waiver of any rights will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.



unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.8 Entire Agreement. This Agreement (including all Order Forms, the Rippling User Privacy Notice, the Rippling Data Processing Addendum, Additional Terms, and any supplemental policies or terms referenced herein or which Rippling may present you for review and acceptance at the time you subscribe to the applicable Rippling Service) comprises the entire agreement between you and Rippling with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements. No oral or written information or advice given by Rippling, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

9.9 Interpretation. Terms and phrases that are defined in any part of this Agreement shall have the defined meanings wherever used throughout this Agreement.

(a) The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to the Agreement in its entirety and not merely to the section, paragraph or subparagraph in which the term is used.

(b) Any reference to "including" in the Agreement means "including without limitation."

(c) Unless there is a specific reference to the contrary, any reference to "day" or "days" in the Agreement shall mean calendar days.

9.10 Marketing. Customer agrees that Rippling may use Customer name and logo on our website and in other promotional marketing materials, unless Customer opts out of such usage by sending an email to opt-out@rippling.com. Notwithstanding the foregoing, Rippling will not use the name or logo of

9.11 Anti-Corruption.

(a) Each Party agrees, in its performance of its obligations under this Agreement, to comply, and to cause its affiliates to comply, with applicable Anti-Corruption Laws, which may include but are not limited to the US Foreign Corrupt Practices Act (“**FCPA**”), the UK Bribery Act (the “**UK Act**”), the Mexico General Law on the National Anti-Corruption System (“**GLAR**”), the Canadian Corruption of Foreign Officials Act (“**CFPOA**”), as applicable, and all other applicable anti-corruption and anti-bribery laws (collectively, “**Anti-Corruption Laws**”). In general, the Anti-Corruption Laws prohibit directly or indirectly making, promising, authorizing, or offering any advantage or anything of value to public officials or private persons or corporations to secure an improper advantage, to improperly obtain or retain business, or to direct business to any other person or entity.

(b) Each Party will maintain policies and procedures designed to ensure its compliance with applicable Anti-Corruption Laws. Neither Party shall knowingly take any action that would cause the other Party to be in violation of Anti-Corruption Laws. Each Party shall immediately notify the other Party if such Party has any information or suspicion that there may be a violation of any Anti-Corruption Law in connection with the performance of any activities under this Agreement.

9.12 Export Compliance. Customer agrees that its use of the Rippling Services will comply with all export and import laws and regulations of the United States and other applicable jurisdictions (“**Export Control Laws**”). Customer represents and warrants that (a) it is not a citizen of, or located within, a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Syria and North Korea); (b) it is not identified on any U.S. government restricted party lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS); and (c) that no Customer Data is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Customer acknowledges that the Rippling Services may not be available in all jurisdictions, and that Customer is solely responsible for complying with the Export Control Laws and monitoring Export Control Laws for any modifications.



future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Rippling regarding future functionality should not be relied upon to make a purchase decision.

9.14 Construction. Rippling has prepared this Agreement and provided it to Customer for Customer's review. Customer has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Rippling on the basis that Rippling drafted it. This Agreement will be viewed as if prepared jointly by Rippling and Customer.

9.15 Headings. Captions and organization are for convenience and may not be used in construing meaning.

10. Agreement to Arbitrate and Class Action Waiver

10.1 First Try Customer Support. If you have any issues with Rippling Services, Rippling, or any issue covered by this Agreement, you must try to resolve the issue first through Rippling Support.

If you are not able to resolve the issue through Rippling customer support within sixty (60) days, you may pursue the dispute resolution procedures detailed in the remainder of Section 10.

10.2 Agreement to Arbitrate. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF OR ACCESS TO THE RIPPLING SERVICES, RIPPLING SOFTWARE, OR ANY PRODUCT OR SERVICE INTEGRATED WITH THE RIPPLING SERVICES, AS WELL AS ANY DISPUTE OR CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT (INCLUDING UNDER RIPPLING'S USER PRIVACY NOTICE, RIPPLING'S DATA PROCESSING ADDENDUM, AND ANY APPLICABLE ADDITIONAL TERMS), SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, RATHER THAN IN COURT. THE TERMS IN THIS SECTION ARE REFERRED TO AS THE "ARBITRATION AGREEMENT." THIS ARBITRATION AGREEMENT APPLIES TO ALL SUCH CLAIMS, BROUGHT UNDER ANY LEGAL THEORY, UNLESS THE CLAIM FITS IN ONE OF THE EXCEPTIONS IDENTIFIED IN SECTION 10.3.



provisions, in respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of this Agreement, which means (among other things) that this arbitration agreement applies even after you have stopped using your Rippling account or have deleted it. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this agreement is void or voidable. If the parties have a dispute about whether this arbitration agreement can be enforced, whether this arbitration agreement applies to a dispute, or any other dispute about the meaning or scope of this arbitration agreement, the parties agree that the arbitrator shall have exclusive authority to resolve the dispute.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow this Agreement as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief.

In the event this arbitration agreement is for any reason held to be unenforceable or inapplicable to a claim, any litigation against Rippling (except for the intellectual property and small claims actions described in Section 10.3 below) may be commenced only in a federal or state court located within San Francisco County, California, and both parties consent to the jurisdiction of those courts for such purposes.

10.3 Exceptions to Agreement to Arbitrate. You and Rippling agree that the agreement to arbitrate will not apply to any disputes relating to your or Rippling's intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents) and that such disputes may be brought in any court that has jurisdiction over such claims. Also, either party can bring a claim in small claims court in San Francisco, California (or small claims court in



10.4 Details of Arbitration Procedure.

(a) *Informal Resolution.* You and Rippling agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. Prior to demanding or filing any arbitration, you and Rippling agree to personally meet and confer, in person or by videoconference, in a good-faith effort to resolve informally any claim covered by this arbitration agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify Rippling that you intend to initiate an informal dispute resolution conference, email notices@rippling.com with the subject "INFORMAL DISPUTE RESOLUTION REQUEST" and provide your name, the telephone number associated with your Rippling account, the email address associated with your email account, and a description of your claim. In the interval between the party receiving such a notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process described in this paragraph.

(b) If the informal dispute resolution process does not result in a resolution of the dispute within 60 days after the conference is held, either party may initiate an arbitration proceeding under the rules of the AAA. AAA's rules and procedures are available on their website available at <http://www.adr.org> or Customer can call them at 1-800-778-7879. The arbitration will be governed by the then-current version of AAA's Commercial Arbitration Rules (the "AAA Rules") and will be held before a single arbitrator appointed in accordance with the AAA Rules. To the extent anything described in this agreement to arbitrate conflicts with the AAA Rules, the language of this agreement to arbitrate applies. Any arbitration will be conducted in San Francisco, California, or in another location that both parties agree to in writing.



party may take one (1) deposition. All such discovery will be in accordance with procedures approved by the arbitrator. This agreement to arbitrate does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party.

(d) *Arbitration Award.* The arbitrator's award will be based on the evidence admitted and the substantive law of the State of California and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify this Agreement, and may not award any relief that is inconsistent with this Agreement. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees.

(e) *Final and Binding.* Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

10.5 Class Action Waiver. You and Rippling agree that any claims or controversies between the parties must be brought against each other on an individual basis only, and not in a class, consolidated, or representative action. That means neither you nor Rippling can bring such a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine or consolidate more than one person's or one entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless all parties agree otherwise in writing). Further, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other entities or Rippling customers, and cannot be used to decide other disputes with other customers. YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL, YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-WIDE OR REPRESENTATIVE ARBITRATION, AND YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT (INCLUDING FOR ANY CLAIM THAT IS DETERMINED NOT TO BE SUBJECT TO ARBITRATION UNDER THESE TERMS). If a court decides that this class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void, but the rest of this Agreement will still apply.

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