#### TERMS OF USE AND PRIVACY POLICY

Pizza Hut, Inc. ("PHI") provides this website ("Site") to individuals seeking an opportunity to submit an application for consideration for employment positions at either a Pizza Hut branded restaurant or at its Restaurant Support Center located in the United States.

## **Collecting and Processing Personal Information**

In order to administer this Site effectively and to process your resume or application for consideration, you must register on this Site. Once you are registered on the Site, PHI will collect a variety of information about you, which may include: name, address, telephone number, email addresses, and any other information you may voluntarily provide as part of the application process provided through this Site (hereinafter defined as "Personal Information"). Further, after registering, PHI (who administers this Site) and PHI's service provider (who hosts this Site), will use your Personal Information for any of the following purposes: (1) to administer this Site (including how this Site is used and how to make any on-going improvements); (2) to process your application or resume; (3) to register users for online activities such as: employment applications, comment forms, or any other online interactive activities; (4) to respond to specific requests from users, such as providing notices of special promotions, offers or solicitations (unless prohibited by law) from Pizza Hut; (5) to protect the security or integrity of this Site, if necessary; or (6) to comply with applicable law or legal process.

You will have the choice whether or not to disclose such Personal Information on this Site; however, some parts of this Site and some services may be more difficult or impossible to use if you choose not to disclose Personal Information.

In addition to the Personal Information identified above, PHI's web servers, along with PHI's service providers' web servers, automatically identify computers by their IP addresses. PHI and its service providers may use IP addresses to analyze trends, administer this Site, track users' movement and gather broad demographic information for aggregate use. To emphasize, IP addresses <u>are not</u> linked to Personal Information.

Further, this Site may use technologies such as "cookies" to provide visitors with tailored information upon each visit. Cookies are a common part of many commercial websites that allow small text files to be sent by a website, accepted by a web browser and then placed on your hard drive as recognition for repeat visits to this Site. Every time you visit this Site, PHI's servers, through cookies, pixels and/or GIF files, collect basic technical information such as your domain name, the address of the last URL visited prior to clicking through to this Site, and your browser and operating system. You do not need to enable cookies to visit this Site; however, some parts of this Site and some services may be more difficult or impossible to use if cookies are disabled. To emphasize, cookies are not linked to any Personal Information while on this Site.

# **Sharing Personal Information**

When registering for this Site, you give consent for your Personal Information to be shared only with individuals or entities (which may include PHI's service providers) who need to know the Personal

Information for the purposes of the proper and efficient operation of this Site and for PHI's Human Resources administration.

In the case of processing a submitted resume and/or employment application, PHI may, where permitted by law, disclose your Personal Information to a third party service provider necessary to further process your resume and/or employment application.

When your Personal Information is transferred to service providers, it is done under a contract which requires the companies to use the shared Personal Information only for the limited purposes for which it is provided to them, not to transfer the Personal Information to another party, and to agree to hold the information securely and confidentially.

In addition, circumstances where this Site registration information would be disclosed may include:

- When you have consented;
- Within PHI in order to provide human resource administration, general business organization and governance purposes;
- To comply with applicable laws;
- To third parties as required by law or court order;
- To cooperate with government authorities in a criminal investigation or to detect or investigate crime;
- To defend your legal rights or the rights of others, including the PHI, its service providers; and
- To obtain legal advice on behalf of PHI and its service providers.

### **Access**

You control the accuracy of your Personal Information. If you applied for a restaurant position, your application is active for 90 days in our system. You may update your Personal Information by completing a new application. Conversely, if you applied for a position other than at a restaurant, you may update your Personal Information or review your Personal Information that PHI has on record, by contacting <a href="https://dx.ncom/HZAdministrator@yum.com">HZAdministrator@yum.com</a>. Please note that this email address is only for inquiries related to the application process. For general information or concerns, please contact Pizza Hut through its Contact Us page on its consumer website. Notwithstanding the above, you may print out content from this Site for your own personal use, provided you do not publish, copy or otherwise re-transmit or disclose what you have printed out from this Site without PHI's prior permission.

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The laws of the State of Texas, United States of America govern these Terms in all respects, without regard to its conflicts of law rules. Your conduct may be subject to other laws. You expressly agree that exclusive jurisdiction of the state or federal courts of Dallas, Texas over any dispute arising from your use of this Site. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these terms and conditions must be filed within one (1) year after such claim or cause of action arose. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

These Terms constitute the entire agreement between you and PHI with respect to the use of this Site. If any provision of these Terms is declared invalid or unenforceable, such provision shall be struck from the Terms and the remaining provisions shall be given full force and effect.

PHI reserves the right to modify its terms and conditions and privacy statement from time to time. If such modification occurs, we will post changes to this page and, if significant, provide a more prominent notice on this Site.

Effective Date **05-11-2016**