SAUCY BY KFC TERMS OF USE

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"Saucy by KFC" is a brand of KFC Corporation ("KFC"). These Terms of Use ("Terms"), together with any documents incorporated by reference herein, govern, among other things, your use of the "Saucy by KFC" websites, any applicable mobile applications offered by us, kiosks, any other site on which these Terms may appear, and any related features or services, including, without limitation, the purchase and sale of products and services, whether as a guest or a registered user ("Services"). By accessing or otherwise using the Services, or otherwise agreeing to these Terms, you agree to be bound by them. KFC may revise the Terms, information, services and resources from time to time, and KFC reserves the right to make such changes without obligation to notify past, current, or prospective visitors. Your continued access or use of the Services after changes have been made, among other things, constitutes your acceptance of any new or amended Terms. Throughout the Services and these Terms, the terms "we" and "our" refer to KFC and "us" refers to you and KFC. KFC offers the Services, including all information, tools and services available from the Services, to you, the user, conditioned upon your acceptance of these Terms.

In no event shall KFC be liable for any indirect, special, incidental or consequential damages arising out of any use of the information contained herein.

THESE TERMS CONTAIN MUTUAL DISPUTE RESOLUTION PROVISIONS THAT INCLUDE AN AGREEMENT TO MANDATORY INDIVIDUAL ARBITRATION AND A CLASS ACTION AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. THE CLASS ACTION WAIVER MEANS YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF ANY CLASS, COLLECTIVE, AND/OR REPRESENTATIVE ACTION. YOU AGREE TO BE BOUND BY THESE MUTUAL DISPUTE RESOLUTION PROVISIONS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

Please read these Terms carefully before you start to use the Services. These Terms constitute a legally binding agreement and the entire agreement between you and KFC regarding accessing or using the Services and the features therein.

By installing, accessing, or using the Services, or clicking "Accept," "Agree," or "Place Order" when this option is made available to you, you: (1) acknowledge that you have read and understood these Terms; and (2) accept these Terms and agree that you are legally bound by these Terms and any other terms or policies incorporated by reference herein.

NO WARRANTY/LIMITATION ON LIABILITY

KFC strives to ensure that the information contained in the Services is accurate and reliable. However, KFC, the internet, and the Services are not infallible and errors may sometimes occur. Therefore, to the fullest extent permissible pursuant to applicable law, KFC makes no representations about the reliability of the features of the Services, the KFC Content (defined below), Submitted Content (defined below), or any other Services feature. You acknowledge that any reliance on such material and/or systems will be at your own risk. KFC is not responsible for the information, data, text or other materials that may appear in Submitted Content or may

otherwise be submitted by users. Opinions expressed in Submitted Content do not necessarily reflect the opinions of KFC, and KFC does not endorse and has no control over Submitted Content. Submitted Content is not reviewed by KFC prior to posting and KFC has no obligation to review, monitor, delete, or edit Submitted Content. However, you acknowledge and agree that KFC has the right to review Submitted Content at any time in its sole discretion, for any reason or no reason, with or without notice. KFC makes no warranties, express or implied, as to the Submitted Content or to the accuracy and reliability of the Submitted Content. KFC makes no representations regarding the amount of time that any KFC Content or Submitted Content will be preserved.

THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SERVICES OR ANY INFORMATION OR SOFTWARE THEREIN. NEITHER THE KFC NOR ANY PERSON OR ENTITY ASSOCIATED WITH KFC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER KFC NOR PERSON OR ENTITY ASSOCIATED WITH KFC REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY INFORMATION OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR REQUIREMENTS, NEEDS OR EXPECTATIONS.

UNDER NO CIRCUMSTANCES, INCLUDING UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), SHALL KFC or any of KFC's EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO (1) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, (2) DEATH, PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOST DATA ,OR LOST PROFIT AND (3) ATTORNEYS' FEES THAT RESULT FROM OR ARE OTHERWISE RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, NOR SHALL KFC BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISSTATEMENTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND KFC'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SERVICES' RECORDS, PROGRAMS, OR SERVICES.

IN NO EVENT SHALL KFC'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE DOLLARS (US $5.00). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL ANY CLAIM, ACTION OR PROCEEDING RELATED IN ANY WAY TO THE SITE OR THESE TERMS BE INSTITUTED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE TO THE FULLEST EXTENT PERMITTED BY LAW.

PRIVACY POLICY

By using, communicating through, or submitting information through the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, which is hereby incorporated by reference into these Terms. A copy of our Privacy Policy can be accessed at https://www._____.

COMMUNICATING WITH KFC

On certain areas of the Services you may be given the ability to contact us, for example, to sign up for services such as e-mail notifications, text messages, and newsletters about our products, register for a particular sweepstakes or contest, or participate in our interactive forums, like chat rooms and message boards. When you voluntarily sign up for these services and communications, you understand and consent to receiving marketing, transactional and other messages from KFC.

These areas are designed to give our users the ability to contact us with questions or concerns, to engage in dialogue with us and other Services users, or to take advantage of other features we may provide from time to time. They are not intended for, and should not be used to, submit unsolicited ideas. It is KFC's policy not to accept such unsolicited ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts or similar materials from outside parties. By entering the Services you acknowledge and agree that any materials, ideas or other communications you transmit to us in any manner and for any reason will not be treated as confidential or proprietary. It is KFC's policy not to accept, and to return, any unsolicited ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts or other similar materials. Nevertheless, should you submit such materials, you understand that you have no ownership rights in any ideas you may submit, and you expressly disclaim any rights or causes of action you may have with respect to any materials you may submit.

KFC INTELLECTUAL PROPERTY

The Services and its entire contents, features, and functionality (including but not limited to all information, software, Services Updates (as defined herein), text, displays, images, company names, logos, product and service names, slogans, video, audio, html code, and the design, selection, and arrangement thereof) ("KFC Content") are owned by KFC, its subsidiaries and affiliates, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This KFC Content is used to distinguish KFC's quality products and services.

These Terms permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, or transmit any of the KFC Content. Specifically, you must not:

- Modify copies of any KFC content from the Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text, or outside of the intended Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.
- Impersonate or attempt to impersonate KFC, a KFC employee, another user, or any other person or entity.
- Access or use for any commercial purposes any of the Services, including the KFC Content.
- Otherwise sell, license, rent, modify, disassemble, distribute, copy, decompile, reverse engineer, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, attempt to derive the source code, or create derivative works from the KFC Content and other materials on the Services.

Any attempt to do any of these prohibited activities is a violation of KFC's intellectual and proprietary rights and the rights of its licensors of the Services and Services Updates.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact Trademarks@yum.com.

GENERAL USE AND LICENSE TO USE THE SERVICES

KFC hereby grants you a limited, nonexclusive, revocable license to make use of the Services, regardless of the medium by which the Services are accessed by you (e.g., via a web browser, mobile browser, kiosk or mobile application), provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Services in any medium without KFC's prior written authorization; (iii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for its intended purpose; and (iv) you will otherwise comply with all applicable laws, and these Terms.

You acknowledge that any reliance on the Services, KFC Content or Submitted Content will be at your own risk. KFC makes no representations regarding the amount of time that the Services, KFC Content or Submitted Content will be preserved. The rights granted herein are non-transferable, and are limited to KFC Content and do not include any third party patents or intellectual property rights. Other than the rights granted herein, these Terms do not grant you any rights to use KFC Content and other intellectual property in the design, development, manufacture, licensing, or distribution of third party devices and accessories for use with the Services. These Terms do not entitle you to receive and do not obligate KFC to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Services.

You acknowledge that your use of the Services is at our sole discretion and your license to use the Services may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, for any reason or no reason with or without notice, to refuse service, to block or prevent future access to and use of the Services, to terminate any user's account, and

to alter or delete any material submitted to the Services through the user's account. Following termination of this license, these Terms shall apply to the extent practicable.

The Services are intended for use by those who are eighteen (18) years of age or older only and represent that you are 18 years of age or older and of legal age to enter into a binding agreement. If you are not 18 years of age or older, you are prohibited from using the Services without the accompaniment and supervision of a parent or legal guardian. If you are a parent or legal guardian, you agree that you have provided legal consent and will monitor and supervise the use of the Services by minors under your care, and you agree to be responsible for their use of the Services. Any use of the Services by persons under 18 years of age and without parental consent will result in immediate termination of their use of the Services.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the KFC servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, KFC grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. KFC reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Services with respect to their User Submitted Content.

USER ACCOUNT

Before you can make use of certain services associated with the Services, you may be required to register with the Services and create an account. You agree and warrant that all information you provide to us through the Services, including but not limited to any contact information, registration information, or payment information is truthful, accurate, and up-to-date. You further agree to maintain the accuracy of your account information and to inform us promptly of any changes to your information, including but not limited to any changes to your email address.

You are responsible for maintaining the confidentiality of your account and any passwords or linked accounts, and you agree to accept responsibility for all activities that occur under your account. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, passwords, linked accounts or other security information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security you become aware of. We are neither responsible for, nor liable, for any loss or other injury that you may incur as a result of someone else using your user account, either with or without your knowledge. However, you may be liable for the losses of KFC or others due to such unauthorized use.

By creating an account with the Services, you consent to receive communications from us electronically via the email address associated with your account. Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your account or administrative notices regarding the Services, as

permitted under the Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM") Act.

You are expressly prohibited from selling, trading, or transferring your account (including but not limited to, selling, trading, or transferring emails associated with such account). You may never use another's account without permission.

USER-SUBMITTED CONTENT

On certain areas of the Services, you may be able to submit text, files, images, photos, videos, sounds, musical works, works of authorship, and other materials and content ("Submitted Content"). You have no ownership rights in your account or other access to the Services or features therein, and KFC may delete all Submitted Content at any time, with or without notice, if KFC deems that you have violated these Terms, applicable law, or for any other reason. KFC assumes no liability for any information removed from the Services, and reserves the right to permanently restrict access to the Services or for features therein.

By posting, displaying, publishing or otherwise submitting Submitted Content on or through the Services, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit to KFC may be used by KFC anywhere, anytime, and for any reason whatsoever subject to following terms:

You hereby grant to KFC a limited, non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute Submitted Content. This license includes the right to host, index, cache, distribute, and tag any Submitted Content, as well as the right to sublicense Submitted Content to third parties, including other users, for use on other platforms, such as for use on mobile phones, in video or music software computer programs.

You represent and warrant that you own the Submitted Content displayed, published or posted by you on the Services and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of your Submitted Content, and our use thereof, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submitted Content displayed, published or posted by you to the Services.

You agree that your Submitted Content is gratuitous and made without restriction, and will not place KFC under any obligation. You agree that KFC is free to disclose the ideas contained in the Submission, including, for example, ingredient or menu item suggestions, on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Submission, KFC does not waive any rights to use similar or related ideas previously known to KFC, or developed by its employees, or obtained from sources other than you.

Your posting of Submitted Content is further subject to the following posting rules:

- You may not post any content that, as determined in KFC's sole discretion, is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, incites or promotes any illegal or criminal acts, or is otherwise objectionable or inappropriate. You may not post any content that contains personal information about any individual, violates the privacy of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including without limitation, the personnel of KFC. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.
- You may not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing users of the Services to a location for more information about a product or service.
- You may not post any software, files or links to other sites, and you may not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Services, or feature of the Services. You may not modify in any way any specifications, technology or application codes provided to you by KFC or as embedded in the Submitted Content unless expressly authorized in writing by KFC.
- You may not share or transfer passwords or other access information with any other party, temporarily or permanently. You shall bear sole responsibility for all use of any account you have been permitted to create on the Services and for the confidentiality of your passwords.
- You understand and acknowledge that messages and postings are the sole responsibility of the author, and that KFC is not responsible for the message, or information, data, text or other materials in any message that may appear in a chat room, message board, or other interactive feature of the Services. Opinions expressed by users do not necessarily reflect the opinions of KFC.
- KFC has no obligation to monitor any materials posted, transmitted, or communicated to or within the Services. KFC, in its sole discretion, has the unexclusive right to: (i) remove or refuse to post any Submitted Content, (ii) disclose your identity or other information about you to any third party who claims that Submitted Content contributed by you violates their rights, including their intellectual property rights or their right to privacy, and (iii) cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose your identity or other information.

If you believe that something on the Services violates these Terms please contact Copyright Agent, KFC Corporation, 1441 Gardiner Lane, Louisville, Kentucky 40213; or by email to copyright@kfc.com.

USER ACCOUNT PAYMENT METHODS

KFC enables you to make card-based purchases through the Services by linking your user account to a debit, credit, and/or prepaid credit card issued in the United States ("Payment Method"). Your user account is not a bank account. KFC is not a bank and does not offer banking or "money transmission services," and is not a "money service business," as those terms are defined by the U.S. Department of Treasury. By linking a Payment Method to your user account, you represent that you are an authorized user of the Payment Method. You may change the Payment Method associated with your user account at any time. You are responsible for ensuring that the Payment Method associated with your user account is at all times current, non-expired, and valid for payments.

By associating a Payment Method with your user account, you consent to KFC temporarily authorizing a charge on that Payment Method, typically for one dollar (US $1.00) or less, as part of our verification process. KFC may elect to make this temporary authorizing charge in its sole discretion. You will not be required to pay this charge, and it will disappear from your Payment Method statement within a few days.

PAYMENT AUTHORIZATION

By linking a Payment Method to your user account, you authorize KFC to charge your linked Payment Method as necessary to complete payment to KFC for the purchase or transaction, including for the total transaction amount less any credit redeemed in connection with your purchase. If such charge is rejected or fails, KFC may charge your Payment Method again at a later time without advance notice to you. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with a purchase you made using your user account, you authorize a credit to your Payment Method by KFC to execute that transaction.

Your represent and warrant that (i) the Payment Method you supply to us is true, correct and complete, (ii) you are duly authorized to use such Payment Method for the purchase, (iii) charges incurred by you will be honored by the financial institution supporting the Payment Method, and (iv) you will pay charges incurred by you at the posted prices, including delivery and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Services at the time of your order.

All purchases, orders, and charges authorized using the Services subject to the terms and conditions set forth by the entities that issue your Payment Method and the Payment Processor. You are responsible for complying with those terms and conditions, and you are responsible for payment of all charges and related fees imposed by such entities pursuant to those terms and conditions.

There is no limit on the frequency of transactions you may make using your user account. However, KFC reserves the right to impose limits without notice on the amount of transaction(s) you make at KFC's sole discretion, for any reason or no reason.

PAYMENT PROCESSING

We use a third-party payment processor (the "Payment Processor") to process any payments made through the Services. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms. KFC is not responsible

for these financial transactions, the security of your financial information with respect to these transactions, or any errors by the Payment Processor. You acknowledge and agree that we are not responsible for any unauthorized charges or other breach of your financial information and/or security.

YOUR ORDER

KFC enables users to transact with KFC to initiate online purchases from participating restaurants. When you place an order through the Services, you are ordering directly from a participating restaurant and the contract for supplying the products will be between you and the restaurant that accepts your order. The restaurant where you collect your products is responsible for preparing the products and providing them to you. You further understand and agree that you are purchasing directly from restaurants (and not KFC) and that KFC has no responsibility arising out of or related to any products that you purchase from restaurants through the Services.

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by the restaurant that you selected, or there will be no obligation to sell the products or services to you. KFC may choose not to accept orders through the Services, in its sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

When you purchase products or services through the Services, prices will be made clear during the order process. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email or in-Services notification. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for delivery and handling. All such taxes and charges will be added to your order total, and will be itemized in your shopping cart and in your order confirmation email or in-Services notification. KFC may charge you a convenience or service fee in addition to the amounts charged in connection with a KFC transaction utilizing the Services. This service fee will be displayed in the Services and in your email receipt as a "Service Fee."

Prices posted on this Services may be different than prices offered at each KFC franchise location. All prices, discounts, and promotions posted on this Services are subject to change without notice. KFC does not warrant the completeness or accuracy of any information, including menu information, product descriptions, ingredient lists, calorie count, or business operation information. The inclusion of any product or service on the Services does not imply or warrant that these products or services will be available at the restaurant where you collect your order. KFC strives to display accurate price information, however, it may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. In addition, we may offer, from time to time, promotions through the Services that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

KFC reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. KFC reserves the right, with or without notice, to do any one or more of the following for any reason: (i) limit the available quantity of or discontinue any product or service, (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion, (iii) bar you from making or completing any or all transactions, and (iv) refuse to provide you with any product or service. You are solely

responsible for any taxes applicable to your transaction. You acknowledge and agree that the ability to purchase products and services through the Services is only available at participating locations (which locations are subject to change without notice). Prices and availability of menu items and customization options vary by location.

You agree to be charged at the time you place your order for product or services, and that the transaction for the purchase of products or services is final and complete at the time you are charged. Once your order is placed, changes cannot be made to the order except to the extent edit options are made available on the Services in KFC's sole discretion. You may not cancel your order after submitting through the Services. All orders must be collected at the restaurant selected at the time of submission, within one hour from submitting the order.

DELIVERY VIA APP OR WEB

In some locations, you may be able to place an order for delivery. KFC and its delivery vendor(s) reserve the right to accept or decline an order for any reason up until the time the product is delivered to you. You acknowledge and agree that delivery times may vary, and that KFC makes no warranty or guarantee with respect to when your order will be delivered. Delivery is not available in all locations. You agree that your delivery request (where available) may be fulfilled by a third party in KFC's discretion. Prices posted by third-party delivery sites may be different from prices offered at each KFC franchise location. KFC does not warrant the completeness or accuracy of any information provided by third-party delivery sites. You further agree that KFC may provide your contact information, including telephone number, to its delivery vendor(s) so that you may receive information regarding your order.

RETURNS AND REFUNDS

KFC will not accept returns of good or services purchased through the Services. You may be entitled to a refund, at the sole discretion of KFC or its agents, based on the individual circumstances underlying each request. All refunds will be processed via the Payment Method used to place the order. Please allow at least four weeks for the refund to be processed. Refund times may vary based on the terms and conditions of the issuer of your Payment Method.

FAILED TRANSACTIONS

In the event that KFC is unable to successfully charge any linked Payment Method, KFC will notify you via email and/or an in-Services notification, and the order will not be completed. Upon KFC's notification to you of such failure, you agree to resolve any outstanding uncharged balance by either issuing a one-time payment or linking a new valid Payment Method. KFC is not responsible for any charges imposed by the issuer of your Payment Method as a result of any failed charge by KFC.

To the extent that KFC is unable to successfully charge any Payment Method linked to your user account as payment for authorized transactions for more than thirty (30) days, you understand and agree that KFC may employ a collection agency or other business in an effort to collect any outstanding debts and fees associated with your user account, and you will not contest the use of a third party to collect the debt and fees owed to KFC. You agree that you will be responsible for any legal, court, arbitration or collection agency fees associated with rectifying your user account and all monies owed thereunder.

PROHIBITED TRANSACTIONS

The Services may only be used for the bona fide purchase of goods and/or services offered in the ordinary course of KFC's business, and may not be used to process a payment or otherwise transfer money between two parties. The Services may not be used for transactions in which you request cash back from KFC. The Services shall not be used for the purpose of accepting or transferring security or payment for loans, providing cash advances, check cashing, or otherwise distributing cash to any person or entity, or in connection with any lottery or gambling activity. KFC reserves the right to decline any attempted transaction if it appears that any of these Terms have been violated.

RECEIPTS AND STATEMENTS

KFC will provide you with an electronic transaction receipt, through an in-Services notification and/or by email. KFC charges to your authorized Payment Method(s) may appear on your statement from the card issuing institution with the prefix "KFC" preceding each unique store information. You agree not to knowingly falsely report such charges as fraudulent or unauthorized claims to your Payment Method issuing institution. A knowingly false report of a fraudulent or unauthorized charge shall be grounds for KFC, in its sole discretion, to terminate your use of the Services, and seek any other remedies available to KFC.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless KFC, its parents, affiliates, subsidiaries, officers, employees, and Services contractors and each of their officers, employees and agents from any actual or alleged claims, demands, causes of action, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorney's fees) arising out of or relating to: (i) your violation of these Terms, (ii) your violation of any local, state, federal, or international law, rule, or regulation, (iii) a claim by a third party that is based on your use of the Services, your Submitted Content, or participation in the Services, (iv) information or material posted or transmitted through your device, computer, or account, even if not submitted by you, (v) any misrepresentation made by you, (vi) any dispute between you and another user of the Services or participant in the Services relating to the Services in any way, (vii) the theft, misappropriation, or disclosure of your passwords or other account details (including linked accounts), (viii) your authorization of anyone else to use your account, passwords, linked accounts and/or (ix) your use of any of the products or services provided through the Services which may result in, without limitation, injury to or death of any person or damage to any property. You will cooperate as fully and as reasonably required in KFC's defense of any claim. KFC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not, in any event, settle any matter without the written consent of KFC.

HYPERLINKS

The Services may link to sites not maintained by or related to KFC. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Services or KFC. KFC has not reviewed the services hyperlinked to or from the Services, and is not responsible for the content of any other site. These links are to be accessed at the user's own risk. KFC makes no representations or warranties about the content, completeness, or accuracy of these links or the services hyperlinked to or from the Services. Furthermore, KFC does not implicitly endorse third-party sites hyperlinked to or from the Services.

MOBILE SERVICES

If you choose to participate in the Services on a mobile device, you are solely responsible for obtaining and paying for any such mobile device, and all related fees and services, including data and internet usage fees. You may choose to participate in KFC promotions or services that may involve the use of text messaging (either sending or receiving). If you chose to subscribe to text messaging from KFC, you consent to receive text marketing messages at the mobile number you provided, including messages sent using automated technology from or on behalf of KFC, and understand that such consent is not a condition of purchasing any goods or services. KFC will not charge you for the text messaging; however, standard text messaging rates will apply to each text message sent or received as provided in your wireless rate plan (contact your carrier for pricing plans and details).

Your voluntary provision of your cell phone number to KFC constitutes your consent that we, or someone acting on our behalf, may contact you by phone or text message at that phone number, and your consent to receive such communications for transactional, operational, or informational purposes. When you provide your phone number to us, you warrant that you are the current subscriber or authorized user of that phone number. You understand and agree that such calls and/or messages may be sent using automated technology, including but not limited to an automatic telephone dialing system or artificial or prerecorded voice. You understand and agree that you may not revoke your consent to be contacted in this manner. You agree to immediately contact us if any number you have provided to KFC is no longer associated with you. Your failure to provide and update your accurate information is a breach of this agreement. You agree that we and our agents may monitor and record any telephone calls or other communications between us and/or our agents and you and/or your agents.

SERVICES UPDATES

KFC may make available for download certain updates or upgrades for the Services to update, enhance, or further develop the Services ("Services Updates"). KFC may, at its discretion, automatically upload Services Updates to your device. You agree to accept these Services Updates, and to pay for any costs associated with receiving them. The license granted herein allows you to download and use the Services Updates to update the Services on any device that you own or control. This Agreement does not allow you to update devices that you do not own or control, and you may not make the Services Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Services Updates, unless such copy is authorized in writing by KFC.

APPLE APPLICATIONS

If you download and/or use the Services through an iPhone or iPad application, you acknowledge that this Agreement is entered into by and between KFC and you, and not Apple, Inc. ("Apple"). You acknowledge that Apple has no obligation to maintain or support the Services. These Terms incorporate and supplement the Apple terms and conditions located on The App Store, including the Licensed Application End User terms therein ("Apple Terms"). If you are using the Services through an Apple application, you also acknowledge and agree: (i) Apple has no obligation to provide support or maintenance services in relation to the Apple application, (ii) any claims relating to the possession or use of the Apple application are between you and KFC, and (iii) Apple will not be responsible or liable to you for any claim by a third party that your possession or use of the Apple application infringes any intellectual property

rights. Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application, and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple application.

MISCELLANEOUS

Both you and KFC acknowledge and agree that no partnership is formed and neither of you nor KFC has the power or the authority to obligate or bind the other. The failure of KFC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' original intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect, except as otherwise provided herein.

The Mutual Dispute Resolution/Arbitration Agreement, jury waiver, class action waiver, and limitations on KFC's liability shall survive termination of these Terms/this Agreement.

Software that may be available in connection with the Services is subject to United States export controls. No software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk.

The failure of KFC to comply with this Agreement because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of KFC, shall not be deemed a breach of this Agreement. If KFC fails to act with respect to your breach or anyone else's breach on any occasion, KFC is not waiving its right to act with respect to future or similar breaches.

The headings in this Agreement are for your convenience and reference. These headings do not limit or affect this Agreement. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

KFC may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Services.

DISPUTE RESOLUTION/INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

DISPUTE RESOLUTION

(a) Mandatory Informal Dispute Resolution Process

- There might be an occasion in which a Dispute (as defined below) arises between you and KFC. Should such a situation arise, KFC is committed to working with you to resolve the Dispute. Therefore, for any Dispute that arises between you and KFC, both parties agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding as set forth below.

- The term "Dispute" shall be interpreted as broadly as permitted under the law and shall cover any claim or controversy, related to us or our relationship with you, including but not limited to, any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, misrepresentation, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these or any prior Terms; (3) claims that arise after the termination of these Terms; and (4) claims that are the subject of purported class action litigation in which a class has not been certified. The term "Dispute" excludes claims related to any actual or alleged intellectual property rights.
- The informal Dispute resolution process requires that one party send a written notice to the other party, providing the following information: your name and contact information (address, telephone number, and email address) or our contract information; sufficient information to enable you or us to identify any transaction at issue; and a detailed description of (1) the nature and basis of any claims, and (2) the nature and basis of the relief sought, with a detailed calculation for it. Your notice to us must be personally signed by you (and your counsel, if you are represented). Our notice to you will be personally signed by a KFC representative (and our counsel, if we are represented). You agree to send the foregoing notice to the following email address: KFCGeneralLegalMailbox@yum.com or via certified mail to: KFC Legal Department, 1900 Colonel Sanders Ln, Louisville, Kentucky 40213. Our notice to you will be sent to you based on the most recent contact information that you have provided to us. The time period referenced below begins to run upon receipt of a completed written notice.
- You and KFC then agree to negotiate in good faith about the Dispute, including through an informal and individualized telephonic settlement conference between you and KFC if the party receiving the notice requests such a conference. If either party to the Dispute is represented by counsel, that party's counsel may participate, but the party also must personally attend the conference. This process should lead to resolution of the Dispute, but if it is not resolved within sixty (60) days after receipt of the completed notice detailed above (which period can be extended by agreement of the parties), you and KFC agree to the further dispute resolution provisions below.
- **This informal dispute resolution process is a condition precedent and prerequisite to commencing arbitration or a proceeding in small claims court.** The party initiating arbitration must include with a demand for arbitration a personally signed certification of compliance with the informal dispute resolution process (if you initiate arbitration, then the certification must be signed by you and by your counsel, if you are represented; if we initiate arbitration, then the certification must be signed by a KFC representative and our counsel, if we are represented.)
- The parties agree that any relevant limitations period (including applicable statutes of limitations) and filing fee or other deadlines shall be tolled while the parties engage in this informal dispute resolution process. If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. Notwithstanding the foregoing, either party retains the right to seek appropriate relief for non-compliance in arbitration.

(b) Binding Arbitration Agreement

Please read this section carefully. It affects rights that you may otherwise have.

- **Arbitration**. Any Dispute between you and KFC that cannot be resolved informally as detailed above shall be resolved through individual arbitration or in small claims court. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS OR REPRESENTATIVE ACTIONS.
- Notwithstanding the foregoing, either you or KFC may elect to have a Dispute heard in small claims court on an individual basis if those claims otherwise qualify for small claims court and as long as the matter remains in such court and is not removed or appealed to a court of general jurisdiction.
- Dispute shall include, but not be limited to: (1) any dispute or claim that arose before the existence of these or any prior Terms (including, but not limited to, claims relating to advertising); (2) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (3) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction to decide): (1) issues that are specifically reserved for a court in these Terms; (2) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (3) issues that relate to the arbitrability of any Dispute.
- These Terms constitute a transaction and interstate commerce and this arbitration provision shall be governed by the Federal Arbitration Act. Any Dispute will be resolved by binding arbitration in accordance with the then-current Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") pursuant to its AAA Rules as modified by the version of this arbitration provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org). If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. You and we understand that the AAA made an administrative determination that this arbitration provision comports with the Consumer Due Process Protocols. That determination is final and you and we agree that neither a court nor an arbitrator shall have the authority to revisit it.
- If the AAA is unable or unwilling to administer a proceeding under this arbitration provision as written, the parties shall agree on a substitute arbitration organization that will do so. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under the AAA Rules, as modified by this arbitration provision.
- To begin an arbitration proceeding, after satisfying the informal process identified in the Mandatory Informal Dispute Resolution Process section above, you or we must (1) send a personally signed demand for arbitration that describes (a) the nature and basis of the claims, and (b) the nature and basis of the relief sought, including a detailed

calculation for it; (2) send the signed certification of completion described in the Mandatory Informal Dispute Resolution Process section; and (3) contact the AAA and follow the appropriate procedures to commence the arbitration. KFC and you, if you or we are represented by counsel in connection with your or our arbitration demand, agree that any arbitration demand must also be signed by your or our counsel. By signing the arbitration demand, counsel certifies to the best of their information, knowledge, and belief, formed after a reasonable inquiry that: (1) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator shall be authorized to impose any sanctions available under Federal Rule of Civil Procedure 11. Your demand for arbitration must be sent to KFC Legal Department, 1900 Colonel Sanders Ln, Louisville, Kentucky 40213. Our demand for arbitration to you will be sent to you based on the most recent contact information that you have provided to us.

- You may choose to have the arbitration conducted by phone, video, in-person or through written submissions, except any Dispute over $50,000 shall have an in-person or video hearing. You and KFC reserves the right to request a hearing in any matter from the arbitrator. If you initiate arbitration, then you agree to personally appear at any in-person, video, or telephonic hearing (along with your counsel, if you are represented). If we initiate arbitration, then KFC agrees to have a representative appear at any in-person, video, or telephonic hearing (along with our counsel, if we are represented). If an in-person arbitration hearing is required, then it will be conducted at a location that is reasonably convenient to you or at another mutually agreed location. The arbitrator shall be located in reasonable proximity to you or the mutually agreed location if a hearing is required or requested consistent with the above.
- A single arbitrator will resolve the Dispute consistent with these Terms and according to applicable law and facts based upon the record and no other basis. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent permitted by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and we agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court. The arbitration award shall be binding only among the

parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party.

- Payment of filing and other fees shall be governed by the applicable arbitration administrator rules unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); but if applicable arbitration rules or laws require KFC to pay a greater portion or all of such fees and costs in order for this arbitration provision to be enforceable, then KFC will have the right to elect to pay the fees and costs and proceed to arbitration. In addition, the provisions of Federal Rule of Civil Procedure 68 (cost-shifting) shall apply and be enforced by the arbitrator after entry of an award.
- **Additional Procedures for Multiple Case Filings**. You and KFC agree that the following additional procedures shall apply to Multiple Case Filings (defined below). If twenty-five (25) or more similar Disputes (including yours) are asserted against KFC by the same or coordinated counsel or are otherwise coordinated ("Multiple Case Filings"), you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed or that it might ultimately proceed in court.
- STAGE ONE: Counsel for the claimants and counsel for KFC shall each select up to fifty (50) claims (per side) (one hundred (100) claims total) to proceed first in individual arbitration proceedings as part of a staged process. Each of these cases shall be assigned to a different arbitrator and proceed individually. The number of Disputes to be selected in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed in connection with those Disputes until they are selected to proceed to individual arbitration proceedings as part of a staged process. After this initial set of proceedings, if they are unable to resolve the remaining Disputes at this time, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One, and KFC shall pay the mediator's fee.
- STAGE TWO: If the parties are still unable to resolve the remaining Disputes at the conclusion of Stage One, each side shall select another one hundred (100) cases (per side) (two hundred (200) claims total) to proceed as cases in individual arbitration proceedings as part of a second staged process. No more than five cases may be assigned to a single arbitrator to proceed individually. The number of Disputes to be selected in Stage Two can be increased by agreement of counsel for the parties (and if there are fewer than 200 Disputes, all shall proceed individually in Stage One). If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed in connection with those Disputes until they are selected to proceed to individual arbitration proceedings as part of a staged process. After this second set of staged proceedings, counsel for the parties shall engage in a second global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the

remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and KFC shall pay the mediator's fee.

- Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Multiple Case Filings, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.
- The Additional Procedures for Multiple Case Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.
- **Future Changes to the Binding Arbitration Agreement**. If we make any future changes to the Binding Arbitration Agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice via certified mail to: KFC Legal Department, 1900 Colonel Sanders Ln, Louisville, Kentucky 40213. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and KFC in accordance with this version of the Binding Arbitration Agreement.

(c) <u>Class Action Waiver</u>

- THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, COLLECTIVE, OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER KFC CUSTOMERS, OR OTHER PERSONS.
- Notwithstanding the foregoing, if a court determines that public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the parties agree that this arbitration provision shall survive and any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims.
- The arbitrator may not issue a public injunction, and any such public injunction, if permitted, may be awarded only by a federal or state court. In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator. Any and all issues relating to the scope, interpretation and enforceability of this Class Action Waiver section are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these Class Action Waiver provisions.

(d) Jury Trial Waiver

- If for any reason a claim may proceed in court rather than in arbitration, the parties waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

GOVERNING LAW AND JURISDICTION

These Terms are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. Except to the extent the FAA applies, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or the rights and obligations of you or KFC in connection with your use of the Services or your Submitted Content, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, U.S.A., without giving effect to the conflict of laws rules thereof. Any matters or proceedings which are not subject to arbitration as set forth above and/or for entering any judgment on an arbitration award, shall take place in state courts located in the Commonwealth of Kentucky in the County of Jefferson, or the federal district courts located in the Western District of Kentucky. Each party agrees to submit to the personal jurisdiction of such courts and to accept service of process from them.

NOTICES

Where required, KFC may give notice to you by a general posting in the Services, by electronic mail, or by conventional mail to your address of record. You may give notice to KFC by conventional mail to the address below. If you have any questions about these Terms, the practices of the Services, or your dealings with KFC, please contact us at the following address:

KFC Corporation
1900 Colonel Sanders Ln
Louisville, Kentucky 40213