

Workplace

Lutito McDonald's Terms of Use¹

PLEASE READ THESE TERMS OF USE CAREFULLY

Welcome to Workplace. Lutito McDonald's (the "Organization"), an independent franchisee, has elected to use Workplace in this restaurant. These Terms of Use apply to your use of Workplace through its website (currently located at mcdonalds.workplace.com) (the "Site") or through the Workplace mobile application ("App") (collectively, "Workplace"). The Site is an optional web-based digital engagement platform and the App is an alternative method to access content from the Site. The Site and App were both developed by Meta (previously known as Facebook).

These Terms of Use supersede any conflicting terms of use stated on, or accessible through, the Site. By accessing or using Workplace, you agree to be bound by these Terms of Use. If you do not agree, do not use Workplace. Your use of and authorization to access Workplace and the materials and content available therein is subject to your compliance with these Terms of Use.

The Organization reserves the right to change, revise, or amend these Terms of Use at any time without notice. Your continued use of Workplace after any such changes constitutes your acceptance of the new Terms of Use and agreement to abide by them. You should review these Terms of Use regularly to stay informed of any changes that may affect you.

The following Terms of Use apply to your use of Workplace:

1. **[Authorized Use and Account Termination]** Access to Workplace is authorized only for the individual associated with each applicable username and password. Workplace may be used only while you are and remain employed by the Organization, or as otherwise authorized in writing. If your employment with the Organization ends, your access to Workplace will terminate.
2. **[Compliance With Terms of Use]** Workplace may not be used by you for any purpose that is not authorized by and/or consistent with these Terms of Use.
3. **[Downloading Content and Restrictions on Commercial Use]** You may download one copy of the materials contained in or displayed on Workplace or print pages from Workplace for non-commercial personal use only, provided that: (a) you do not remove or alter any copyright and other proprietary notices contained on the materials; and (b) all use is for lawful purposes only. Neither the content nor any part of Workplace may be distributed, reproduced, modified, transmitted, reused, re-posted, or used for public or commercial purposes without prior written permission, except to the extent permitted by law.
4. **[Access Rights and Compliance with Wage and Hour Policies]** Workplace is intended to be a fun and engaging way to learn about your restaurant and the McDonald's brand. For your benefit and convenience, you may access Workplace from anywhere to check your schedule, pay, and benefits (e.g., perks, Archways to Opportunity, certain contests and giveaways, McDBRAVO!) at any time.

¹ Owner/operators are independent employers and make their own policies regarding employment-related matters, including policies and practices relating to people practices.

Our policy is to pay you for all time you spend working, so using Workplace to perform off-the-clock work, including but not limited to, accessing training or educational material (e.g., FRED or CAMPUS), when you are NOT clocked in is a violation of the Organization's policy for which you can be disciplined, up to and including termination. If you use the Site while not clocked in for anything but checking your schedule, pay, benefits, or using the social functionality for a non-work-related purpose, for your own convenience, you must immediately report the amount of time you spent using the Site to your General Manager so that you can be paid in accordance with applicable laws and regulations. Your failure to comply with wage-hour policies, including the prohibition against performing work while not clocked in, may result in discipline, up to and including termination from employment.

5. **[User Misuse]** The Organization may restrict, suspend, or terminate your access to Workplace and may discard and remove any and all Submissions (defined in Paragraph 10) posted by you, for any reason not prohibited by law. Failure to comply with these Terms of Use, policies applicable to your employment, and applicable laws will subject you to discipline, up to and including termination from employment, and may also result in the restriction, suspension, or termination of your access to Workplace. You understand and agree that the Organization may take any one or more of these actions without providing notice to you, except as prohibited by law
6. **[Limits on Liability]** The Organization is not liable for any damages or injury arising out of or related to Workplace, however caused, including, but not limited to, any failure of performance, error, omission, interruption, delay, or defect caused as a direct or indirect result of you using the Workplace or the services available through the platform.
7. **[License to Use Your Likeness]** By using Workplace, you hereby grant the Organization, its agents, and/or its representatives, the irrevocable and unrestricted worldwide right to use, publish, display, broadcast, edit, modify, and distribute materials bearing your name, voice, image, likeness, music and/or any other identifiable representation of yourself (collectively, "Your Likeness") in connection with your employment, as applicable. These materials may appear in any form, style, color, or medium whatsoever now known or later developed including, without limitation, photographs, videotapes, films, sounds recordings, software, drawings, prints, broadcast, internet, and electronic media. You further agree that all materials submitted to or posted to Workplace containing Your Likeness shall be and remain the sole and exclusive property of the Organization and you hereby assign any right you may have acquired in or to such material to the Organization. You hereby release and forever discharge the Organization, its agents, and/or its representatives from any and all claims, liabilities, and/or damages relating to the use of Your Likeness. You also waive any right you may have to inspect or approve the finished materials or any part or element thereof that incorporates Your Likeness.
8. **[License to Use Your Workplace Submissions]** Any communication or material you transmit through Workplace by electronic mail or otherwise, including any data, posts, comments, remarks, suggestions, ideas, graphics, photographs, materials, or other information (collectively, the "Submission") is, and will be treated as, non-confidential and non-proprietary. The Organization may contact you with regard to such Submission for business-related purposes. Furthermore, you grant the Organization the perpetual, irrevocable, royalty-free, nonexclusive, and worldwide right to use the Submission for any purpose whatsoever, commercial or otherwise, including, but not limited to, developing, manufacturing, and marketing products or services, or conducting data analytics, using such Submission, without your further approval and without providing you any further notice or compensation. By making any Submission, you represent that you have all requisite rights to, and are authorized to disclose, all of the information contained in the Submission (including without limitation permission from all persons appearing in a photograph to post that photograph on Workplace).

Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws. You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Workplace. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

9. **[Links to Other Websites]** The Organization, its agents, and/or its representatives have not reviewed all sites linked to or within Workplace and are not responsible for and do not endorse the content of any off-site pages, unless otherwise specifically noted on those sites. If you access any such off-site pages, you do so entirely at your own risk and the Organization, its agents, and/or its representatives shall not be liable for any damages or injury arising out of any such use. We recommend that you read the website terms and conditions and privacy policy of any such site.
10. **[Contact Us]** Any questions regarding Workplace should be directed to lutitomcd@gmail.com.
11. **[Scope of Liability Disclaimer]** Any exclusion or restriction of liability contained in these Terms of Use shall apply to the fullest extent permitted by applicable law.
12. **[Governing Law]** Any use of Workplace shall be subject to the applicable laws of the State of Texas and any dispute arising from such use or otherwise in connection with the Workplace shall be subject to the exclusive jurisdiction of the federal or state courts in the State of Illinois, as applicable.
13. **[Disclaimer]** All information on this site applies to the United States only and is subject to change without notice. It is not intended to give rise to any legally binding obligation and may not be considered to make any representation on any matter.

Dos and Don'ts

- Do comply with all applicable national, state, and local laws and regulations, along with the Organization's code of conduct, policies, and these Terms of Use, in connection with your access to or use of Workplace.
- Do consider whether sharing content, whether written posts or pictures, on Workplace is the best method to share the content.
- (Managers): Do actively manage the content and materials on Workplace, being careful to retain records in accordance with McDonald's records retention policies in the proper records repositories and immediately remove any materials that are in violation of these Terms of Use.
- Do preserve all information that is subject to any legal hold notice you receive and ensure that such information is not purged or otherwise destroyed.
- Do keep your login and password confidential and avoid conduct that could pose a security risk (e.g., sharing credentials or downloading malware). You understand that you are fully responsible for all activities connected to your username including any data, content, and/or materials you access, submit, receive, or transmit via Workplace.
- Do respect all copyright, trademark, trade secret, right of publicity, and other intellectual property laws. This includes not disclosing information on Workplace regarding the development of systems, processes, products, know-how, technology, internal reports, procedures, internal McDonald's brand-related communications and other confidential information of McDonald's, except to the extent it is being used in Employee Protected Communications, which are communications by non-supervisory employees regarding terms and conditions of employment, such as wages and benefits, hours, working conditions, and personnel actions.
- Don't post content that reasonably could be viewed as malicious, obscene, or threatening.
- Don't post materials that include discriminatory remarks, harassment (e.g., sexual harassment), threats of violence, or similarly inappropriate or unlawful conduct that violates McDonald's policies or applicable laws. Such content will not be tolerated and may subject you to disciplinary action, up to and including termination from employment.
- Don't post content that is knowingly false.
- Don't attempt to access any content or posts that you have not been authorized to access (e.g., hacking) or take any steps to defeat any security measures.