

Gap Inc. Global Applicant Privacy Policy

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[English](#) [Francias](#)

As global businesses, The Gap, Inc. (“Gap” or the “Company”) and its subsidiaries operate in many different countries. Gap and its subsidiaries, Athleta, Banana Republic, Banana Republic Factory Stores, babyGap, Gap, GapKids, Gap Factory, Gap Outlet, and Old Navy (“we” or “us”), value your trust and are committed to the responsible management of your personal information. This Global Applicant Privacy Policy describes how we collect, use, and share personal information received from in-person events and on our “Careers Site” (meaning <http://www.gapinctalent.com> and <https://www.gapinc.com/en-us/careers>) and other Gap Inc. webpages and mobile sites which we operate and on which we provide or link to this policy. By providing personal information to Gap Inc., you agree to this Privacy Policy.

As described below, if you apply for a job through the Careers Site, Gap Inc.’s use of the personal information you provide will be subject to additional terms outlined in the applicant agreement. Please read this entire Privacy Policy before submitting any personal information to understand how we collect, use, and disclose your personal information.

Personal information we receive

In this Privacy Policy, **personal information** means information related to an identified or identifiable individual, or as otherwise defined under applicable law. Our Careers Site is designed to help you find and apply for job openings at Gap Inc.’s global locations and guide you through the various steps of our recruitment and onboarding processes. You can generally navigate our site without providing us with much personal information, but if you choose to register on the site, interact with the site’s features or take advantage of the site’s many benefits, we may receive additional types of personal information.

Information you provide

This Privacy Policy covers any personal information you may submit in any form and on any application, system or database, when applying or searching for a position at Gap Inc. As part of your job application or job search process, the types of personal information we may collect may include:

- Name, address, telephone number, e-mail address, and other contact information;
- Account username and password;
- Social Security Number, National ID number, or Tax ID;

- Employee ID numbers and information about your work history with Gap Inc. if you are a current or former Gap Inc. employee;
- CV, résumé, cover letter, previous work experience, trainings, and education information;
- Employment preferences, current salary, desired salary, and how you heard about the position that you are applying for and the Careers Site;
- Professional and other work-related licenses, permits, and certifications held;
- Languages and other relevant skills;
- Demographic information and marital status;
- Racial or ethnic origin;
- Political opinions, religious affiliation, or philosophical beliefs;
- Awards and professional memberships;
- Work authorization status and available start date;
- Your information from publicly available sources, including online, that we believe is relevant to your application or a potential future application (e.g., your LinkedIn profile);
- Information related to any assessment you may take as part of the interview screening process;
- Information relating to references; and
- Details of your job search, including what roles, departments, and locations interest you.

The information we request as part of the recruitment process may vary by job location and may change from time to time in order to support our local offices and retail stores with their recruitment needs and abide by applicable local legal and regulatory requirements. The specific categories of information collected by Gap Inc. may vary by location. Prior to submitting your application, you will be asked to review and agree to a localized employee privacy policy or applicant agreement through our site, which describes how local affiliates will handle your personal information in accordance with this Privacy Policy and any applicable location-specific laws. Any employment-related decisions will be made by the applicable hiring affiliate(s) in accordance with the laws of the jurisdiction where the job will be located.

For additional details on what personal information is collected and how it will be used during the application process, read the full terms of the applicant agreement prior to submitting a job application to Gap Inc.

In addition to the foregoing, the following sensitive personal information may be collected:

- Health-related data, including data on disability; and
- Financial information

To the extent that you provide us with sensitive personal information or information about your criminal record or history, job evaluations, or educational records, by providing us such information, you expressly authorize Gap Inc. to handle such information for the purposes of processing or evaluating your job application.

Any information you submit must be true, complete, and not misleading. Should the information provided be inaccurate, incomplete, or misleading, subject to applicable law, this may lead to a rejection of your application during the application process or disciplinary action, including immediate dismissal if you have been employed. In addition, it is your responsibility to ensure that information you submit does not infringe on any third party's rights and is not otherwise legally actionable by any such third party.

Information from other sources

For the purpose of background checks and verifying the information you submitted in connection with your application, in each case as permitted by applicable law, Gap Inc. may obtain information about you from other sources, including:

- Your references or third parties mentioned in your application;
- Prior employers; and
- Educational institutions you attended.

If you provide us with details of a reference or any other third party along with your CV or résumé, it is your responsibility to obtain consent from that third party prior to sharing this personal information with us.

Additionally, we collect certain forms of technical data from you as you visit and use our site. For more specific information, please see the section [“Technical Data & Cookies,”](#) below.

How we use your personal information

We may use your information for the following purposes and, as applicable, to manage our prospective contractual relationship with you, based on our legitimate interests, to:

- Allow you to register on the Careers Site and use the site's features;
- Allow you to search and apply for jobs at Gap Inc. locations;
- Manage your account;
- Process your application;
- Assess your capabilities and qualifications for a job;
- Manage the recruitment process in accordance with the terms of the applicable employee privacy agreement;
- Conduct reference checks;
- Manage, evaluate, and improve Gap Inc.'s recruiting and onboarding tools and processes;
- Provide you with a job offer or an employment agreement and assist with any contract finalization and execution;
- Help you to register for Gap Inc. employment benefits;
- Communicate with you and provide you with updates on the recruitment process, information you requested, and information about Gap Inc.;
- Provide you with recommendations about open positions which may interest you based on your past searches and/or job applications;

- Tailor and improve our site and experiences to better suit your needs and the needs of our community;
- Help us meet and document Gap Inc.'s global recruitment goals;
- Meet recordkeeping and internal and external reporting responsibilities;
- Conduct background checks if you are offered a job, as permitted by applicable law; and
- Protect the security and stability of our site.

We may also use and disclose your personal information as necessary or appropriate, especially when we have a legal obligation or legitimate interest to do so:

- To comply with applicable laws or regulations, including laws outside your country of residence, or to comply with legal process;
- To respond to requests from public and government authorities, including authorities outside of your country of residence;
- To cooperate with law enforcement (for example, when we receive law enforcement requests and orders);
- To protect against fraud or other illegal activities or for risk management purposes;
- To permit us to pursue available remedies or limit damages that we may sustain;
- For other legal reasons (for example, to enforce our terms and conditions and to protect our rights, privacy, safety, or property, and/or that of our affiliates or subsidiaries, you or others, including but not limited to, visitors, employees, and contractors); and
- In connection with a sale or business transaction (for example, we may have a legitimate interest in disclosing or transferring your personal information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings)).

Your personal information will be added to Gap Inc.'s international candidate database and will be used for the purposes of considering whether your profile is suitable for other job vacancies at Gap Inc. other than the one(s) for which you have applied. If we make you an offer, your personal information may be incorporated into our human resources system and used to manage the new-hire process, and if you become an employee, any such information may become part of your employee file and may be used for other employment-related purposes.

The provision of personal information on any application, system, or database, including the Careers Site is voluntary. However, if you do not provide sufficient information, this may result in Gap Inc. being unable to consider your employment application or, if employment is offered, your subsequent promotion, transfer, or relocation.

Additionally, if you are an employee of Gap Inc., we may use your information as required to abide by Gap Inc.'s internal policies, including but not limited to our employment and human resources policies. Information received from Gap Inc. employees on our site may be supplemented with information received offline, such as your contact information; your

birthdate; and details about your employment, such as what team you work on, where you work, and how long you have worked for Gap Inc. The sharing of offline information is governed by the terms of the relevant employment policies, employee privacy policies/notices, and local laws and regulatory requirements of your job's jurisdiction.

Disclosure of personal information and recipients

In order for us to assist you with your job search needs and the recruitment and hiring process and also to assist us with managing our global workforce, Gap Inc. may share your information with the group of affiliated Gap Inc. companies. Your personal information will be reviewed by Gap Inc. employees or agents who have a business need to access such personal information and may include recruiters, human resources personnel, technical services personnel, and managers or their designees.

Gap Inc. contracts with third-party service providers to manage the Careers Site and assist us with our business needs. Gap Inc. may share personal information with these service providers to the extent needed to deliver the site and services as described in this Privacy Policy. We may share personal information about you with selected service providers or consultants acting on our behalf, such as third parties assisting Gap Inc. with the operation of the Careers Site. Third-party service providers receiving personal information are expected to apply the same level of privacy and data security protections described in this Privacy Policy, and they are required to keep confidential the personal information received from us and not use it for any purpose other than as originally intended.

Gap Inc. is not in the business of selling your information to others and will not share personal information with third parties except as described in this Privacy Policy or as otherwise permitted by law.

How long does Gap Inc. retain my information?

We will retain your personal information for the period necessary to fulfill the purposes outlined in this policy unless a longer retention period is required or permitted by law. The criteria used to determine our retention periods are as follows: (i) the duration of the application process or considering whether your skills are suitable for other opportunities; (ii) as long as we have an ongoing relationship with you; (iii) as required by a legal obligation to which we are subject; and (iv) as advisable in light of our legal considerations such as applicable statutes of limitations, litigation, or regulatory investigations.

Note that Gap Inc. may delete personal information about you at any time (including your CV or résumé), without any reason. Therefore, please retain your own copy of the personal information provided to us.

Transfers of your personal information to other countries

In accordance with applicable law, personal information covered by this Privacy Policy and any applicant agreement between you and Gap Inc. may be transferred to, and processed in any

country in which Gap Inc., or Gap Inc.'s affiliates, subsidiaries or service providers maintain facilities.

Communications preferences

If you would like to receive or unsubscribe from receiving notifications about Gap Inc. recruitment activities, including notifications about jobs which may interest you, please go to gapinctalent.com and/or related website subsidiaries, from the career site homepage, log into your candidate profile, entering the credentials used when setting up your user account. To subscribe/unsubscribe from job notifications, access “My Account Options.” The job notifications are located in the correspondence section. After checking or unchecking the box, click save.

Choices and access

If you choose to register with Gap Inc.'s Careers Site, you may log in to your candidate profile to access, review, and change personal information stored on the Careers Site. Please note that our recruitment teams may be able to see the history of changes that you make to your profile. To update personal information that you submitted for consideration for a specific position, please edit your application for that position. Upon your request, we will deactivate or remove your personal information from our active databases, although some information may be retained as permitted or required by applicable laws.

Please contact us as indicated in the [“How Can I Contact Gap Inc.?”](#) section below if you have any questions or concerns about how we process personal information or to make a request, where permitted by applicable law, to access, modify, or object to the use of personal information. Please note that certain personal information may be exempt from such access, correction, or objection rights pursuant to applicable laws.

Security of personal information

We seek to use reasonable physical, technical, and organizational safeguards to protect personal information within our organization.

Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately notify us using the contact information below.

Gap Inc. hereby disclaims, as far as permitted by local laws, any liability for itself and its affiliates and contractors for any of your information sent to our site and which is lost, misused, illegally accessed, disclosed, altered, or destroyed, or not integrally or timely delivered.

Links to third-party websites & services

We may provide links to third-party websites for your convenience and information. This Privacy Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any website or service to which our websites link. The inclusion of links to third-party websites does not imply

endorsement of the linked sites or the applicable third parties' services by Gap Inc. or our affiliates.

Diversity

Gap Inc. is an equal opportunity employer, which means we offer equal treatment to all applicants. Gap Inc. does not discriminate, either directly or indirectly, on the grounds of sex, sexual orientation, gender identity, race, ethnic origin, religion, belief, disability, marital status, creed, nationality, national origin, color, and/or age in any area of recruitment. We may ask for information on the ethnic origin, gender, and disability of our applicants for the purpose of monitoring equal opportunity.

Forums, blogs, and social media

Parts of our sites are designed to help you share your job opportunities with your friends, family and contacts who may be interested in those opportunities. You can use our sites to share content and opportunities through a variety of channels, including email and your personal social media accounts. Any information that is shared through these channels may become public information which could be read, collected, or used by other users on a worldwide basis. You should exercise caution when deciding to disclose your personal information with others.

Additionally, our site may enable you to link your online application to certain social media platforms (such as LinkedIn) to enable you to auto-populate your online application with personal information taken from your social media profile. Please note that you are wholly responsible for the content of any online application you submit via this site, and it is your responsibility to ensure that any errors arising out of auto-population of online application fields are rectified. Similarly, it is your responsibility to ensure that any fields which are not auto populated by such functionality are correctly completed. As described above in the Section [“Links to Third Party Websites and Services”](#), we do not control the terms or privacy policies of third-party websites.

At your request, we may collect, store and/or share personal information about other people which you provide to us through the sites, including name, demographic information and/or their contact information. If you share personal information about others, including photographs of other people, you are responsible for ensuring that you have the proper authorization to use and share those persons' personal information (which may include requirements to seek appropriate parental consent).

Technical data & cookies

Our websites, including the Careers Site, log Internet Protocol addresses, Internet domain names, information about the web browser and operating system used to access our sites, your location, details about the pages you visit and the features you use, and the date and time of each visit.

Additionally, we use cookies on some of our sites. Information collected by cookies (as described below) may be linked to your personal information, including your contact information, device information, login information, and other personal information we receive from you.

Cookies are small amounts of data sent to your browser from a web server and stored on your computer's hard drive. Cookies can help a website recognize repeat users and allow the site to track web usage behavior. Cookies are useful because they allow a website to recognize a user's device and may be used in a variety of ways to enhance and/or personalize your online experience. For example, we may use cookies to enable you to use certain website features, store your preferences, recognize you when you return to our site, enhance the security of our site, and to understand the aggregated demographic and traffic data of our site visitors.

You can set your browser to notify you when you are sent a cookie, and you may also elect not to accept cookies by changing the designated settings on your web browser. However, not utilizing cookies may prevent you from using certain functions and features of the site. For more information on how to adjust your browser settings to reject cookies, please visit: <http://www.allaboutcookies.org/manage-cookies>.

To learn more about cookies, please visit: <http://www.allaboutcookies.org>.

Read more about the individual cookies we use on this site and how to recognize them below:

Required first party cookies

Cookie Name: Cookie Description

- Session ID Cookies: Created by Tomcat (a servlet container) to store java session Id.
- JSESSIONID: Social Sourcing stores the application session Id.
- ORA_OTSS_SESSION_ID: This cookie stores flash Uploadify session Id. Note: We use a Shockwave Flash component for handling uploads.
- ORA_OTSS__SWF_SESSION_ID ORA_OTSS_ANCHOR: Handles anchors in the deep links; we store the anchor with an expiry of 2 seconds.
- **SSO Cookies** if "LoginAuth.OIF.VerifyModelist" property contains "cookie," then we use this cookie – SMSSOIF: we store the value "true" with an expiry of 1 year.

Optional third-party cookies

Cookie Name: Cookie Description

- _utma: Google Analytics – stores information about what pages you visit, how long you are on the site, how you got here, and what you click on. Google may share aggregated, non-personally identifiable information publicly and with its partners – like publishers, advertisers, or connected sites. For more information, please visit: <http://www.google.com/privacypolicy.html>.
- _utmb
- _utmc
- _utmv

- [_utmz](#)

Performance cookies: third-party cookies

These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is anonymous and is only used to improve how a website works.

How can I contact Gap Inc.?

Non-Gap Inc. employees

For questions about our Global Applicant Privacy Policy, to request that we delete or deactivate your personal information, or to object to Gap Inc.'s uses of your personal information, you may submit a request in writing to the attention of Gap Inc., Legal Department, 2 Folsom Street, San Francisco, CA 94105 or by emailing: privacy@gap.com.

If you are in the European Union, you may write to us at:

The DPO Centre Europe Ltd
Alexandra House
3 Ballsbridge Park
Dublin, D04C 7H2
Ireland
EUrep@gap.com

Gap Inc. employees

If you are an employee of Gap Inc., or one of Gap Inc.'s affiliates or subsidiaries, and have questions concerning your personal information or this Global Applicant Privacy Policy, feel that your confidentiality has been compromised, or observe behavior that is inconsistent with our Code of Business Conduct ("COBC"), the following resources are available:

- Use the Open Door process and talk to your manager, next level manager, or HR;
- Contact your HR Generalist or the Employee Services at the Corporate Shared Services Center ("CSSC") at (866) 411-2772;
- Use the COBC Hotline: speakup.gapinc.com or 1-866-427-2633 (1-866-GAP INC.-CODE);
or
- Contact Gap Inc.'s Privacy Team via email at: privacy@gap.com.

Children

Our websites are not targeted or intended for use by children under the age of sixteen (16). This site is not targeted toward children under the age of 16, nor do we knowingly collect information directly from children under the age of 16. Where specifically requested, we welcome the parent or guardian of a child under the age of 16 to provide relevant information about the child. If you are aware that a child under the age of 16 is using our site and/or submitting their personal information directly to us, please contact privacy@gap.com.

Changes to This Policy

If our information practices change, we will post an updated policy on the website. You can tell if the policy has changed by checking the revision date that appears above. Any changes will become effective when we post the revised Policy on the Careers Site.

Additional information for California residents

If you are a California resident and applying for a job with Gap Inc., subject to legal limitations, you may have additional rights available to you regarding your personal information. You may request (i) to know the personal information we have collected about you, (ii) that we delete your personal information, and (iii) to have inaccurate personal information about you corrected.

The personal information we collect about applicants is used solely within the context of the applicant process. We may not be able to fulfill a request, to the extent it restricts our ability to comply with applicable laws or regulations, including laws outside your country of residence, or to comply with legal process, including the need to maintain and preserve records and information related to manage our prospective contractual relationship with you. We do not use or disclose sensitive personal information unless it is necessary for the purposes of the applicant process or is otherwise authorized by applicable law. We do not “sell” or “share” applicant personal information, as those terms are defined under California privacy laws.

For more on how you can access and review certain employment-related personal information and who you can contact or to make a request, please see the contacts in the [“How can I contact Gap Inc.”](#) section of this Policy.

Terms of Use

General

Please read these terms of use (the “Terms”) carefully before using the websites of Gap Inc. and its subsidiaries (collectively “Gap”). By accessing, browsing, or using these websites, you acknowledge that you have read, understood and agree to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use these websites. These Terms govern your use of the websites, any content (such as text, data, information, illustrations, designs, icons, software, graphics or photographs) that Gap may make available through the websites (collectively, “Materials”) and any services that Gap may provide through the websites (collectively, “Services”), including but not limited to allowing you to search for job openings, apply for jobs at Gap or allowing you to review and accept any job offers. The websites, Materials and Services are referred to in these terms collectively as the “Gap Websites”.

These Terms constitute the entire and exclusive and final statement of the agreement between you and Gap with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and Gap with respect to such subject matter. Please note that prior to submitting an application or accepting a job offer with Gap, you may be asked to sign additional terms.

The failure of Gap to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Gap and you as reflected in the provision and that the other provisions of these Terms remain in full force and effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the Gap Websites. These Terms will be interpreted without application of any strict construction in favor of or against you or Gap. These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Gap without restriction.

Right to change sites

We reserve the right, at any time at our sole discretion, to: modify, suspend, or discontinue Gap Websites and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of Gap Website, or any service, content, feature, or product offered through Gap Websites.

Site contents

Unless otherwise noted, the Sites and all Materials on the Sites, including text, images, illustrations, designs, icons, photographs, video clips and other materials and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the "Contents"), are owned, controlled or licensed by Gap Inc. GAP, GAPKIDS, BABYGAP, BANANA REPUBLIC, OLD NAVY, ATHLETA and other trademarks appearing on the Sites are the trademarks of Gap Inc. and/or its subsidiaries.

Gap Websites are intended solely for personal, non-commercial use. You may download or copy the Materials displayed on Gap Websites for your personal use only. No right, title or interests in any Gap Websites are transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of Gap Websites.

Unless otherwise specified, Gap Websites are controlled and operated by Gap Inc. from its offices in San Francisco, California. One or more patents may apply to the Sites, including without limitation: US Patent Nos. 5,528,490, 5,761,649 and 6,029,142.

Personal information submitted through the sites

Your submission of personal information through Gap Websites is governed by each site's applicable privacy policy, which can be reached by clicking on the "Privacy Policy" link located in the footer section of the sites (the "Privacy Policy"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

Copyright complaints

Gap respects the intellectual property of others. If you believe that your work has been copied in any way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

User comments, feedback and other submissions

Gap is pleased to hear from users and welcomes your comments regarding Gap Websites. Gap's long-standing company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Gap's employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans or other materials for our business. If, at our request, you send certain specific submissions (for example, contest entries, customer reviews or photographs) or without a request from us you send creative ideas, suggestions, customer reviews, photographs, proposals, plans, portfolios or other materials, whether online, by email, by postal mail or otherwise (collectively, "Comments"), you agree that Gap may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to Gap. Gap is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Gap has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, confidentiality, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of

Gap and/or Gap Websites. You may not use a false email address, pretend to be someone other than yourself or otherwise mislead Gap or third parties as to the origin of any Comments. You are solely responsible for any Comments that you make and their accuracy. Gap takes no responsibility and assumes no liability for any Comments posted by you or any third party.

Linking to Gap websites

Linking to the Gap Websites (including an internal or subsidiary page of any website comprising a part of the Gap Websites) must be approved in writing by Gap, except a limited, revocable right to create a hyperlink to the website is granted under condition that the website on which the hyperlink resides:

1. does not utilize content of a Gap Website;
2. does not utilize a Gap logo;
3. does not use framing of a Gap Website;
4. does not misrepresent an affiliation or other relationship with Gap;
5. does not misrepresent any possible endorsement by Gap;
6. does not contain content that could be construed as illegal, distasteful, offensive, or controversial; and
7. is promptly modified to delete the hyperlink upon request by Gap.

Links to third-party sites

Links on the Gap Websites to third-party websites are provided solely for your convenience. If you access those links, you will leave the Gap Websites. Gap does not endorse or make any representations about such third-party websites and Gap is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on those websites. Gap does not control those websites and Gap is not responsible for the contents of any third-party websites, any links contained in third-party websites or any changes or updates to third-party websites.

Indemnification

You agree to indemnify, defend and hold harmless Gap, its parents, subsidiaries and other affiliated companies (and the respective officers, directors, employees or agents of any such entities) from and against any and all claims, liabilities, damages, losses, costs, expenses and fees (including reasonable lawyers' fees) that such parties may incur as a result of or arising from your (or anyone using your account, computer or software) use of the Gap Websites or violation of these Terms. Gap reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Gap's defense of such claim and in no event may you agree to any settlement affecting Gap without Gap's written consent.

Electronic communications

When you visit the Gap Websites or send emails to Gap, you are communicating with Gap electronically. We may respond to you by email or by posting notices on the Gap Websites. You

agree that all such notices, disclosures, and other communications that Gap provides to you electronically satisfy any legal requirement that such communications be in writing.

Errors, inaccuracies and omissions

Occasionally there may be information on Gap Websites that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update any information on Gap Websites that is inaccurate at any time without prior notice (including after you have submitted a job application). Gap assumes no responsibility (and expressly disclaims responsibility) for updating the Gap Websites to keep information current or to ensure the accuracy or completeness of any posted information.

Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any services, job postings and job offers, or other matters described in the Gap Websites. Gap provides no assurances that any reported problems will be resolved by Gap, even if Gap elects to provide information with the goal of addressing a problem.

Links to other websites and services

The Sites may contain links to other websites that are not under the control of Gap. Gap has no responsibility for the linked websites nor does linking constitute an endorsement of any linked website. Links are provided solely for the convenience and information of Gap Websites' users.

Indemnification

You agree to defend, indemnify, and hold Gap harmless from and against any and all claims, damages, costs, and expenses, including lawyers' fees, arising from, or related to your use of Gap Websites and/or your breach of any representation, warranty, or other provision of the Agreement.

Dispute resolution

Mindful of the high cost of litigation, not only in pounds but also in time and energy, both you and Gap agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to your use of Gap Websites, or the breach, enforcement, interpretation or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to Gap Inc. at: Gap Inc. Legal Department, 2 Folsom Street, San Francisco, CA 94105, Attn: General Counsel, or

(2) to you at: your last-used address in your account profile.

Both you and Gap agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any litigation or filing any claim against the other party.

Choice of law

This Agreement shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions, notwithstanding your actual place of residence. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of California, County of San Francisco and/or the Northern District of California and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of Gap's right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect.

Disclaimers

Gap Websites are provided "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Gap Inc. expressly disclaims any duty to update or revise the materials on the Sites, although Gap may modify the materials at any time without notice. Your use of Gap Websites is at your sole risk, and you assume full responsibility for any costs associated with your use of Gap Websites. Gap shall not be liable for any damages of any kind related to your use of Gap Websites.

Limitation of liability

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Termination

These terms are effective unless and until terminated by either you or Gap. You may terminate this Agreement at any time. Gap also may terminate this Agreement at any time without notice, and accordingly may deny you access to Gap Websites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the

parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

Gap Inc. Applicant Agreements

Introduction

Before we get started, we request that you read through the following agreements. In order to continue to the application process, you will need to agree to these statements. If you do not agree and click the "I Decline" button, you will automatically exit this system. During this online application process, you will be asked to provide information required for our application such as past employers and educational history. If you do not have that information available at this time, please feel free to log back in with your new username and password. Any information will be saved. This application will take approximately 15 – 30 minutes to complete online.

Application agreement

Gap Inc. is an equal-opportunity employer and is committed to providing a workplace free from harassment or discrimination. All employment decisions are to be made without regard to race, color, age, gender, sexual orientation, religion, marital status, pregnancy, national origin/ancestry, citizenship, physical/mental disability, military status, or any other basis prohibited by law. This policy applies to our employees, applicants, customers, and business partners (including independent contractors, vendors, and suppliers). Should you have a need, Gap Inc. will provide a reasonable accommodation to complete the application upon request. Applicants requiring such accommodation are encouraged to see a manager at any of our locations. By proceeding you are indicating that you understand the preceding statements.

By completing this application, you certify that all of the information you supply in this application is a true and complete statement of the facts, and you understand that if employed, any false statement or omission could result in intermediate dismissal. You understand that Gap Inc. may share the information contained in this application with other Gap Inc. employees for employment and administrative purposes, and to verify employment eligibility through the federal E-Verify system, and hereby consent to such transfer. By proceeding with this application, you authorize Gap Inc. to contact your references, as well as current and previous employers, to obtain information on your work history and qualifications for employment.

You also agree to the following representations: If I am employed, I agree to abide by the rules and regulations of the Company. I understand that my employment is at-will. This means that I do not have a contract of employment for any particular duration or limiting the grounds for my termination in any way. I am free to resign at any time. Similarly, Gap Inc. is free to terminate my employment at any time for any reason. I understand that while personnel policies, programs and procedures may exist and be changed from time to time, the only time my at-will status could be changed is if I were to enter into an express written contract with Gap Inc. explicitly promising me job security, containing the words, "this is an express contract of employment" and signed by an officer of Gap Inc. The above language contains our entire agreement about my at-will status and supersedes any past, future, or oral side agreements. Notice to applicants in California, San Francisco: Fair Chance Ordinance – Gap Inc. and its related brands will consider for employment, qualified applicants with criminal histories in a manner consistent with the San Francisco Fair Chance Ordinance.

Notice to applicants in Maryland: Under Maryland law, an employer may not require or demand that an individual take a lie detector or similar test as a condition of employment or continued employment. An employer who violates this law is guilty of a misdemeanor and subject to a fine not exceeding \$100.

Notice to applicants in Massachusetts: It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability. This application for employment contains certain background check disclosures and a consent form, which will require an electronic consent.

Notice to applicants in New York: New York has legislation that requires employers to provide a copy of New York Correction Law Article 23-A to any individual whose background check reveals a criminal conviction, even if no adverse action is planned based on the conviction. Accordingly, below is a copy of Article 23-A:

New York State Correction Law
Article 23-A, Section 753
Licensure and Employment of Persons Previously
Convicted of One or More Criminal Offenses

Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
 1. The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
 2. The specific duties and responsibilities necessarily related to the license or employment sought.
 3. The bearing, if any, the criminal offense, or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
 4. The time which has elapsed since the occurrence of the criminal offense or offenses.
 5. The age of the person at the time of occurrence of the criminal offense or offenses.
 6. The seriousness of the offense or offenses.

7. Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
 8. The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities, or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

Please indicate your agreement the above statements by choosing "I Accept" or if you do not agree choose "I Decline" at this time.