

Terms & Conditions of Use

Welcome to the Korn Ferry Advance website, operated by Korn Ferry (“Korn Ferry” “we,” or “our”) and located at <http://www.kfadvance.com/> (the “Site”). The Site is provided as a service to our customers. The following terms and conditions (“Terms”), which incorporate by reference our Privacy Policy available [here](#) (“Privacy Policy”), govern your use of this Site. By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 18 years of age, you are not granted permission to use this Site and must exit immediately.

- 1. Registration.** Korn Ferry (“Korn Ferry” “we,” or “our”) provides content, services, products, and benefits related to career advice and development (collectively, the “Services”). To access certain Services on the Site, you may be asked to register and create an account. Details on available Services can be found [here](#). Certain Services are provided to you free-of-charge (“Free Services”). Other Services require payment before you can access them (“Premium Services”). As part of the registration process, you may be asked to click to agree to these Terms, and may then be asked to select or submit a user name and password. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password. You may also be required to provide Korn Ferry with certain information about yourself including some types of personally identifiable information, including your phone number, address, email address, gender, and age. Any personal information that you provide to Korn Ferry via the Site is subject to our [Privacy Policy](#), which is incorporated into these Terms by reference as if set forth fully herein.

Your Premium Services membership will continue month-to-month and automatically renew until terminated. You must cancel your Premium Services membership before it renews in order to avoid being charged next Billing Period’s membership fees to your Payment Method (see “Cancellation” below).

2. Billing and Cancellation.

- A. **Billing Cycle.** Premium Services can be purchased by (1) paying a monthly subscription fee (“Monthly Subscription”); or (2) pre-payment giving you access to the Premium Services for twelve months (“Pre-Payment”).

- a. **Monthly Subscription.** Unless you purchased the Premium Services through Pre-Payment, the membership fee for the Premium Services and any other charges you may incur in connection with your use of the Premium Services, such as taxes and possible transaction fees, will be automatically charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of your membership until your membership is cancelled. The interval of time between each recurring payment due date shall correspond to the term of your subscription (the “Billing Period.”) In the event your subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you have a monthly subscription and became a paying subscriber on January 31, your Payment Method would next be billed on February 28. You acknowledge that the timing of when you are billed and the amount billed each Billing Period may vary, including for example due to promotional offers, gift card redemptions, credits applied, changes in your

subscription, changes in your Payment Method, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts.

- b. Pre-Payment. If you purchased the Premium Services through Pre-Payment, the membership fee for the Premium Services and any other charges you may incur in connection with your use of the Premium Services, such as taxes and possible transaction fees, will be automatically charged on an annual basis to your Payment Method on the calendar day corresponding to the commencement of your membership until your membership is cancelled. You acknowledge that the amount billed each Billing Period may vary, including for example due to promotional offers, gift card redemptions, credits applied, changes in your subscription, changes in your Payment Method, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts.
- B. Payment Methods. To use the Premium Services, you must provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which includes payment through your account with a third party. Korn Ferry uses a third party payment processor to process credit card and debit card transactions made through the Site, and your payment is subject to the applicable terms located at <https://www.vantiv.com/privacy-policy>. You can update your Payment Methods by going to the "Account" page. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Premium Services until we have successfully charged a valid Payment Method. If for any reason Korn Ferry does not receive payment for a purchase, Korn Ferry may exercise its rights in law and equity, including immediately suspending or terminating your account, and seeking collection of the outstanding amount owed.
- C. Cancellation. Your subscription will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or Services are otherwise suspended or discontinued pursuant to these Terms. You can cancel your subscription at any time. You must cancel your subscription for Premium Services before your next renewal date in order to avoid the next billing. If you cancel your subscription, cancellation will be effective at the end of the current Billing Period - this means that you will have continued access to your subscription and the Premium Services for the remainder of that period, but you will not receive a refund. We do not provide refunds or credits for any partial membership periods or unused Services. To cancel, go to the "Account Preferences" page on our website and click the Cancel Membership button. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing Details" on the "My Profile" page.
- D. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our Services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion.

Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

- 3. Prices and Orders.** All prices displayed on the Site for the Services are quoted in U.S. dollars. Korn Ferry may restrict delivery of certain products to addresses within the United States and Canada. Korn Ferry will add shipping and handling fees and applicable sales/use tax in accordance with its then existing policies. Your receipt of an order confirmation does not constitute Korn Ferry's acceptance of an order. Prior to Korn Ferry's acceptance of an order, verification of information and approval of the order may be required, including without limitation approval of payment terms. Korn Ferry reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from Korn Ferry, for any reason. Korn Ferry reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification. In the event that a product is listed at an incorrect price due to supplier pricing information or typographical error, Korn Ferry shall have the right to refuse or cancel orders placed for the product or service listed at the incorrect price, regardless of whether the order has been confirmed and your credit card charged. If your Payment Method has already been charged for the purchase and your order is canceled, Korn Ferry shall promptly issue a credit to your Payment Method in the amount of the incorrect price. Korn Ferry reserves the right without prior notice to discontinue or change specifications and prices on products and Services offered on its Site without incurring any obligation to you. Due to the nature of the Services offered on the Site, the fees for the Services are non-refundable and Korn Ferry will not provide any credit or refunds for such Services. Products displayed on this Site are available while supplies last. Descriptions of, or references to, products or services on this Site do not imply endorsement of that product or service, or constitute a warranty, by Korn Ferry. The risk of loss and title for all products purchased by you and shipped by Korn Ferry pass to you upon Korn Ferry delivery to the carrier for shipment, or in certain cases, upon Korn Ferry's sending of products or materials via mail, e-mail, or electronic transfer to you. The risk of loss and title for all products purchased by you and shipped directly by one of Korn Ferry vendors pass from such vendor to you upon such vendor's delivery to the carrier for shipment.
- 4. Proprietary Rights.** As between you and Korn Ferry, Korn Ferry owns or licenses all materials, including images, illustrations, designs, icons, photographs, video clips, and any software concepts and documentation and other material on, in or made available through the Site ("Site Contents"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Contents. All Site Contents are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Contents. As between any user and Korn Ferry, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to Korn Ferry or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Contents, other than the right to use the Site Contents in accordance with these Terms.
- 5. Use of This Site.** The Site and the Site Contents are intended solely for personal, information, and non-commercial use. You agree that you will not use the Site for: (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating

derivative works from, transferring, selling any of the Site Contents, unless otherwise authorized by these Terms or in a separate written agreement with Korn Ferry; (c) attempting to gain unauthorized access to Korn Ferry's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Site or any Services provided through the Site; (d) any resale or commercial use of the Site; (e) any downloading or copying of the Site Contents for any reason, or any use of data mining, robots or similar data gathering and extraction tools; (f) using the Site to access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes; or (g) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Site aimed at preventing or restricting the unauthorized use of the Site or any of the Site Contents. You may use the Site and the Site Contents only as consistent with these Terms. Any other use of the Site or Site Contents, including but not limited to the aforementioned unauthorized uses, without prior written permission of Korn Ferry is strictly prohibited. You acknowledge and agree that the unauthorized use of the Site or the Site Contents could cause irreparable harm to Korn Ferry and that in the event of such unauthorized use, Korn Ferry shall be entitled to an injunction in addition to any other remedies available at law or in equity.

- 6. User Comments, Feedback, and Other Submissions.** Certain features of the Site and Services may allow you to contribute other materials and information for access, use, viewing and commentary by other users to the Site or feedback to us (collectively, "Comments"). By posting or submitting Comments, you represent that you have the full legal right to provide the Comments and that use of the Comments by us and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information owned by any third party. Upon your submission of any Comments or other material or information to Korn Ferry, you grant Korn Ferry a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense, the Comments, all without any compensation to you whatsoever. You further grant Korn Ferry the right to attribute the Comments to you through the inclusion of your first name and first initial of last name (or similar identifier) and/or town/city of residence. For avoidance of doubt, Korn Ferry shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any user Comments. If you believe that any content or postings on the Site violate your intellectual property or other rights, please follow our Complaint Procedure in Section 7 of these Terms.
- 7. Complaint Procedures.** If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify Korn Ferry through the [Contact Customer Service](#) form with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

- 8. Third Party Websites and Features.** The Site may contain links to other websites for the convenience of users in locating information, products, or services that may be of interest. Links to other websites, including those of Korn Ferry's affiliates or vendors, do not constitute sponsorship, endorsement, or approval by Korn Ferry of the content, policies, or practices of such linked sites. The Site may also incorporate features and services provided by third parties, such as payment processing. Linked sites and incorporated features and services are not operated, controlled, or maintained by Korn Ferry and it is not responsible for the availability, content, security, policies, or practices of linked sites, including without limitation privacy policies and practices. Links to other sites are provided for your convenience only, and you access them at your own risk.
- 9. Changes in Terms and Termination.** Korn Ferry shall have the right at any time and without prior notice, at its sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of this Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on this Site. You are responsible for reviewing this Site periodically for any modification to these Terms that may affect your rights or obligations hereunder. You agree that you shall be deemed to be apprised of and bound by any modification by Korn Ferry to these Terms. ANY ACCESS OR USE OF THIS SITE BY YOU AFTER NOTICE OF REVISIONS OR ADDITIONS TO THESE TERMS SHALL CONSTITUTE AND BE DEEMED TO BE YOUR AGREEMENT TO SUCH REVISIONS OR ADDITIONS. No modification to these Terms by any party other than Korn Ferry shall be valid or enforceable against Korn Ferry unless expressly agreed to in writing signed by a duly authorized officer of Korn Ferry. Korn Ferry may suspend or terminate your account and/or your ability to use the Site, or any Services on the Site, for failure to comply with these Terms, for providing Korn Ferry with untrue or inaccurate information about yourself, for infringement upon Korn Ferry proprietary rights, or for any reason whatsoever or for no reason.
- 10. Disclaimer as to the Site.** Korn Ferry, its subsidiaries, and affiliates, are not responsible for and do not guarantee the accuracy or completeness of any Site Contents, Comments, data, links, advertisements or other items contained within the Site. Korn Ferry reserves the right to immediately remove any Site Contents or Comments for any reason, or for no reason. Korn Ferry cannot and does not review all communications, products, or Services made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any Comments, Site Contents, or the Site, including information submitted in connection with the Site Contents or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of Site Contents or Comments and that you may not rely on such Site Contents or Comments. THE SITE, THE SITE CONTENTS, COMMENTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. KORN FERRY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SITE, THE COMMENTS, THE SITE CONTENTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY,

PERFORMANCE, ACCURACY, COMPLETENESS AND EFFORT WITH REGARD TO ANY AND ALL COMMENTS, THE SITE, THE SITE CONTENTS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, IS WITH YOU.

11. Limitation of Liability as to the Site. KORN FERRY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES, LOSS OF EMPLOYMENT, OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE COMMENTS, THE SITE CONTENTS, SERVICES, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR KORN FERRY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF KORN FERRY AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITE, COMMENTS, THE SITE CONTENTS ON, IN AND MADE AVAILABLE THROUGH THE SITE, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF KORN FERRY AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). IF YOU ARE DISSATISFIED WITH THE SITE OR WITH ANY OF THESE TERMS, OR FEEL KORN FERRY HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

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BUSINESS INTERRUPTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY FROM ANY PRODUCT OR SERVICE SOLD OR PROVIDED ON THE SITE, EVEN IF IT HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KORN FERRY LIABILITY EXCEED THE PRICE YOU PAID FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF KORN FERRY AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10).

- 13. Indemnification.** You agree to defend, indemnify, and hold harmless Korn Ferry, its vendors, owners, affiliates, related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and expert fees), arising out of or relating to your use of the Site, the Site Contents or any Services, product or data obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the Comments, the Site Contents, the Services, products, information and other materials on, in and made available through the Site, except to the extent attributable to Korn Ferry, or any breach by you of these Terms. You may not settle any Claim without the prior written consent of Korn Ferry. Korn Ferry or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If Korn Ferry or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to Korn Ferry, subject to the right of Korn Ferry to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.
- 14. Internet Security.** Korn Ferry uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. Korn Ferry will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that Korn Ferry shall not be liable to you for any modification, suspension or discontinuance of the Site. You understand that the technical processing and transmission of any Site content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to Korn Ferry via the Site or the Internet, including, for example, personal information such as your name or address.
- 15. Applicable Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law rules. By accessing, viewing, or using the Services, works, content, or materials on the Site, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in the city of Los Angeles, California; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available. If any provision of these Terms shall be deemed unlawful, invalid or

unenforceable for any reason, then that provision(s) shall be deemed severable from the Terms, and shall not affect the validity or enforceability of the remaining provisions.

- 16. Entire Agreement.** These Terms constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by Korn Ferry of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The headings and captions in these Terms are intended for convenience only and shall in no way affect the interpretation of the Terms. Notwithstanding the foregoing, these Terms and the information provided in this Site in no way override the terms and conditions of your purchase of any product or service, except as specifically provided herein. To the extent any area within this Site contains SPECIFIC TERMS AND CONDITIONS concerning use of that particular area of the Site ("Specific Terms"), those Specific Terms are in addition to these Terms. To the extent there is a direct conflict between these Terms and the Specific Terms, the Specific Terms shall prevail.
- 17. Acts Beyond Control.** Korn Ferry shall not be liable for any nonperformance or delay in performance caused by any act beyond its reasonable control, including but not limited to acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lock-outs, fire, flood, or any other Act of God, any law, regulation, ordinance, or other act or order of any court, government, or governmental agency, or delays, unavailability, errors, or other failures of the Internet or other data networks.
- 18. Miscellaneous.** The Site is controlled and operated from within the United States. Without limiting anything else, Korn Ferry makes no representation that the Site, Site Contents, Comments, Services, products, information or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of Korn Ferry to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."

Dated: November 9, 2018