

Terms of Use

Korn Ferry and our affiliates (“**Korn Ferry**”), operate this web site (the “**Site**”) to enable you to pay invoices with credit cards (collectively, the “**Services**”). The following terms and conditions (“**Terms**”) govern your use of this Site and the Services.

By accessing, viewing, or using the content, material, or Services available on or through the Site, you indicate that you have read and understand these Terms and 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, or if you are not a legal resident of the United States, you are not granted permission to use the Site and must exit immediately.

Any personal information that you provide to Korn Ferry on or through the Site is subject to our Privacy Policy: <https://www.kornferry.com/privacy>, which is incorporated into these Terms by reference as if set forth fully herein.

Korn Ferry can be contacted by email at CreditCardPayments@KornFerry.com.

1. Use of the Site.

Subject to the provisions of these Terms, Korn Ferry hereby grants you a single, limited, terminable, revocable, royalty-free, non-exclusive, nontransferable, nonsublicenseable license to access and use the Site and any related mobile application (also the “**Site**”) solely for informational purposes. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the mobile device, hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, any software, applications or other materials, including the Site, made available to you is the copyrighted work of Korn Ferry or its affiliates, or its or their licensors. Copying or distributing the Site or the Site Materials associated with the Site is expressly prohibited.

The Services are designed to assist individuals, employers and employees with various business processes and provide best practices. These Services are intended for educational and informational purposes only and do not constitute legal, financial or other professional advice. If legal or other professional advice is desired, you should seek the services of competent professional counsel. Employment and other laws in the country, state, province or locality in which the Services are used vary and may contain restrictions or prohibitions with regard to certain inquiries during the interview process or other uses of the information contained in the Services. You should become familiar with applicable laws and use the Services accordingly.

2. Registration.

To access certain areas or features of the Site, including the Services, you may be asked to register and create an account. By registering an account with Korn Ferry, you represent that you are at least 18 years of age or older. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password.

As part of the registration process, you may be asked to select a user name and password, and may be required to provide Korn Ferry with certain information about yourself, including some types of personally identifying information, such as your email and your address. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. If you provide any information that is untrue or inaccurate, or which Korn Ferry reasonably believes is untrue or inaccurate, Korn Ferry reserves the right to suspend or terminate your use of the Site.

Depending on your intended uses of the Site, you may be asked to designate your account as either an employer, an employee or job seeker.

3. Payment

Some Services made available through the Site may be available for purchase and the Site may provide the ability to pay invoices or make other transactions through the Site. By purchasing products or services

made available through the Site, you represent that you are 18 years of age or older and that you will comply with all specified processes and procedures for redeeming your purchase. Korn Ferry uses a third party payment processor to process credit card transactions made through the Site. If you purchase products or services from Korn Ferry or make any payments via the Site with your credit card, the credit card information that you submit to Korn Ferry will be protected by encryption, such as with the Secure Socket Layer ("SSL") protocol. Encryption decreases the likelihood that your credit card information will be stolen or intercepted during transmission.

You are responsible for all charges incurred under your account, whether made by you or another person using your account. If for any reason Korn Ferry does not receive payment for a purchase, Korn Ferry may exercise its rights in law and equity, including: (a) immediately suspending or terminating your account; (b) seeking collection of the outstanding amount owed; and/or (c) seeking legal action against you for the breach of these Terms. You are also responsible for paying any governmental taxes imposed in connection with use of the Site or the purchase or any Services, including sales, use or excise taxes (excluding only taxes on Korn Ferry's net income). To the extent that Korn Ferry is obligated to collect such taxes, the applicable tax will be added to your billing account. All sales are final, and any refunds will be in Korn Ferry's sole discretion.

4. Proprietary Rights.

As between you and Korn Ferry, Korn Ferry owns or licenses all data, content, graphics, audio clips, video clips, presentations, webinars, lessons, workbooks, seminars, forms, artwork, images, photographs, functional components, and any software concepts and documentation and other material on, in, or made available through the Site ("**Site Materials**"), as well as the selection, coordination, arrangement, organization, and enhancement of the Site Materials. All Site Materials 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 Materials. As between any user and Korn Ferry, all names, trademarks, service marks, certification marks, symbols, slogans, or logos ("**Trademarks**") 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. Unless expressly written otherwise by Korn Ferry, you do not have any rights of any kind in or to the Site Materials other than the right to use the Site Materials in accordance with these Terms.

5. Unauthorized Activities.

You may use the Site and the Site Materials for your own personal, noncommercial use, or in ways otherwise consistent with these Terms. Any other use of the Site, Services, or Site Materials without prior written permission of Korn Ferry is strictly prohibited. You agree that you will not use the Site or Services for (a) any illegal or unauthorized purposes that violate any local, state, national, or international laws (including import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling any of the Site Materials, 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; or (d) 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 Materials. You acknowledge and agree that the unauthorized use of the Site, Services, or the Site Materials 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. Materials Submitted to the Site.

Certain features of the Site may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing, and commentary by other users to the Site ("**User Content**"). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Site 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 User Content 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 User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Site violate your intellectual property or other rights, please follow our Complaint Procedures in Section 11 of these Terms.

7. Third Party Websites and Content.

The Site is available for informational purposes only. The Site may contain links to other websites for the convenience of users in locating information, products, or services that may be of interest. Use of such third party links, the Site, Services, and the Site Materials, and any other material or content on and made available through the Site, including the third party payment processor, is entirely at your own risk. Korn Ferry does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or the quality of products or services provided by or advertised on third party websites or the transactions you conduct or enter into with third parties. Your use of any third party websites is at your own risk, and subject to the terms and conditions of such websites. Korn Ferry does not endorse any job prospect, product, service, or treatment provided on a third party website or advertised or provided on the Site.

8. Disclaimer.

By offering the Services, Korn Ferry does not provide any assurances with respect to job prospects or employment. Korn Ferry and its subsidiaries, affiliates, and licensors are not responsible for and do not guarantee the accuracy or completeness of any Site Materials, User Content, products, data, services, links, advertisements, or other items contained within the Site. Korn Ferry reserves the right to immediately remove any Site Materials or User Content for any reason or for no reason. Korn Ferry cannot and does not review all communications or products made available on or through the Site, but, although not obligated to, may review, verify, make changes to, or remove any User Content, Site Materials, the Site, or the products or services made available in connection with the Site, including information submitted in connection with the Site Materials 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 Materials and User Content and that you may not rely on such Site Materials or User Content.

THE SITE, THE SITE MATERIALS, USER CONTENT, SERVICES, INFORMATION, DATA, 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 SITE MATERIALS, USER CONTENT, SERVICES, INFORMATION, 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 USER CONTENT, THE SITE, THE SITE MATERIALS, SERVICES, INFORMATION, DATA, AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE IS WITH YOU.

9. LIMITATION OF LIABILITY.

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 OR LOST PROFITS, WHICH MAY OR DO RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE SITE MATERIALS, USER CONTENT, 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, THE SITE MATERIALS, OR USER CONTENT ON, IN, AND MADE AVAILABLE THROUGH THE SITE, OR THE SERVICES, DATA, OR OTHER MATERIALS OFFERED IN CONNECTION WITH THE SITE EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING SIX MONTHS FOR USE OF THE SITE AND THE SERVICES. 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 OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF KORN FERRY AND ITS LICENSORS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). 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.

10. Indemnification.

You shall indemnify Korn Ferry and its directors, officers, employees, agents, contractors, and licensors ("**Korn Ferry Indemnitees**") against all claims, actions, suits, and other proceedings ("**Claims**") arising out of or incurred in connection with the Site and your use of the Site, the Site Materials, 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 User Content, the Site Materials, 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, and you shall indemnify and hold Korn Ferry Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. 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 its sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

11. Complaint Procedures.

If you believe that any content or posting on the Site violates your intellectual property or other rights, please notify Korn Ferry at the email address set forth above, providing 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."

12. Changes to these Terms; Termination.

Korn Ferry reserves the right at any time to modify, alter, or update these Terms. We will notify you of any new or revised Terms by updating the Terms on the Site, including information regarding the location of the new or revised terms and conditions. Your use of the Site following any changes means that you agree to follow and be bound by the Terms as changed. Any change to the Privacy Policy shall be effective as to any person who has used the Site before the change was made. It is the obligation of users of the Site before the change to learn of changes to the Terms since their last visit. 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's proprietary rights, or for any other reason whatsoever or for no reason.

13. Governing Law and Jurisdiction.

These Terms represent the entire agreement between you and Korn Ferry with respect to the subject matter hereof and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Washington in the United States of America without reference to its conflict of law rules; PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW. 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 Seattle, Washington; (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.

14. Dispute Resolution

Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the “**AAA**”). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in Los Angeles, California, unless Korn Ferry elects otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California. The arbitrator shall not be bound by rulings in prior arbitrations involving different Korn Ferry users, but is bound by rulings in prior arbitrations involving the same Korn Ferry user to the extent required by applicable law. The arbitrator’s award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Korn Ferry will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Korn Ferry should be submitted by mail to the AAA along with your demand for arbitration and Korn Ferry will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Korn Ferry will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Korn Ferry for all fees associated with the arbitration paid by Korn Ferry on your behalf that you otherwise would be obligated to pay under the AAA’s rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing Korn Ferry a written opt-out notice (“**Opt-Out Notice**”). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address used to log in to the Korn Ferry account to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Korn Ferry.

15. Miscellaneous.

The Site are controlled and operated from within the United States of America. Without limiting anything else, Korn Ferry makes no representation that the Site, Site Materials, User Content, services, products, information, or other materials available on, in, or through the Site are 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 of 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 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: 18 October 2017

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