Terms and Conditions of Use

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1. **Account Creation.** Korn Ferry (“Korn Ferry” “we,” or “our”) provides content, services, products, and benefits related to career advice and development (collectively, the “Services”). 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 account creation process, you may be asked to click to agree to these Terms. You are fully responsible for your account, including use of the account by any third party. 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.

   If you choose to purchase the Premium Services, your Premium Services membership shall 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.** This section only applies if you purchase the Premium Services.

   A. **Billing Cycle.** 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, shall 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 redemtions, 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/privacypolicy. 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 shall 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 shall be effective at the end of the current Billing Period - this means that you shall have continued access to your subscription and the Premium Services for the remainder of that period, but you shall not receive a refund. We do not provide refunds or credits for any partial membership periods or unused Services. To cancel, go to the "My Profile" page on our website and follow the instructions for cancellation. If you cancel your membership, your account shall automatically close at the end of your current billing period. To see when your account shall close, click "Billing Details" on the "My Profile" page.

D. Changes to the Price and Subscription Plans. We reserve the right to adjust pricing for our Premium Services in any manner and at any time. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan shall take effect following written notice to you.

3. Prices and Orders. This section only applies if you purchase the Premium Services.

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. Korn Ferry shall 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
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Korn Ferry shall promptly issue a credit to your Payment Method in the amount of the incorrect
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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 shall 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.
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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 shall be occasions when access to the Site shall be interrupted or unavailable. Korn Ferry shall 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 shall 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.

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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 either party 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. Neither party shall 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, lockouts, 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.

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Dated: May 10, 2019