

TERMS OF USE FOR KF ADVANCE

DATE OF LAST MODIFICATION: November 14, 2019

1. SERVICES

Korn Ferry Advance (“KF Advance” or “Korn Ferry”) currently consists of individual coaching (“Coaching Services”) and online services located at www.kfadvance.com (the “Site”) which currently include resume and interview preparation, a personal profile assessment, recruiting services, and compensation review (“Online Services”). Coaching Services and Online Services are collectively, the “Services”. Coaching Services consist of:

- 1 – 45 minute phone session with assigned Korn Ferry career coach

The Coaching Services offered by Korn Ferry are intended to be of a general nature for the purposes of providing assessment feedback, offering industry guidance and general resume advice, and potentially identifying roles that may be of interest to you. You should not provide us with confidential information about you, your current employer or any third party. Any information you provide during Coaching Services may be used by us for our internal business purposes.

In addition, Coaching Services have the following cancellation and no show policy:

- Cancellations and/or reschedules must be made least two (2) business days in advance. If you need to cancel or reschedule your appointment, log in, go to the Coaching section, and click on the "Cancel Appointment" or “Reschedule Appointment” button.
- Failure to show up to a booked coaching session may result in losing access to Coaching Services.

Online Services currently consist of:

- 1 personal profile assessment and access to online report for one year from start date
- Unlimited access to an automated resume review system for one year from start date
- Unlimited access to your profile for one year from start date

Korn Ferry reserves the right to modify, add or discontinue portions of the Online Services at any time without notice to you.

2. SOCIAL FINANCE, INC. (“SOFI”) ADDITIONAL TERMS

You would like to participate in a "Career Service" paid for by Social Finance, Inc. (“SoFi”). The Services, defined above, are provided by Korn Ferry, and are not provided by SoFi. SoFi does not guarantee the performance of Korn Ferry, nor does SoFi guarantee reemployment or employment placements of participants. Further,

SoFi does not guarantee that non-SoFi members can participate in the Services, and SoFi reserves the right to not pay for the Services for non-SoFi customers.

If you are eligible to participate in the Services, in exchange for SoFi paying the fees for your participation in the Services, you hereby waive all claims for damages or liabilities of any nature that you have or may have against SoFi or Korn Ferry related to the Services.

You hereby authorize SoFi to provide your contact information to Korn Ferry for purposes of the Services.

You hereby authorize SoFi to receive information from Korn Ferry about your participation in the Services, your job search progress and any other information you provide to Korn Ferry as Korn Ferry or SoFi feels is necessary.

You understand that the Services offered by Korn Ferry are not a guarantee of a job. You understand that participation in the Services does not in any way suggest or guarantee that SoFi will provide any modification regarding any of the terms of your loans with or obligations to SoFi. You also understand and agree that the Services are not intended to interfere with any existing employment agreements or arrangements that you may have.

You also understand that if collection activity is now or becomes necessary in the future, participation in the Services shall not have any impact on that collection activity.

You understand that participation in the Services may require you to provide more information to Korn Ferry, fill out written forms for Korn Ferry and cooperate with Korn Ferry as Korn Ferry feels is necessary.

3. INTELLECTUAL PROPERTY

The Services, the Site, and all information and/or content that can be seen, heard or otherwise experienced on the Site (the "Content") are protected by U.S. and international copyright, trademark and other laws, and belong to Korn Ferry or its partners, affiliates or third parties.

You may use the Services solely for your personal, non-commercial use. You may download, print and store portions of the Content that you select, provided that you: (1) only use these copies of the Content for your own personal, noncommercial use; (2) do not copy or post the Content on any network computer or transmit, distribute, publish or broadcast the Content in any media; and (3) do not modify or alter the Content in any way, or delete or change any copyright or trademark notice. No right, title or interest in any downloaded Content or materials is transferred to you as a result of any such downloading.

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You agree not to modify, reformat, copy, reproduce, display, distribute, repost, transmit, publish, license, sell, rent, transfer, or create derivative works from any Content or information obtained from the Site or the Services, except as expressly permitted by the Terms of Use. You are prohibited from using any of the marks or logos appearing throughout the Site without express written consent from the trademark owner, except as permitted by applicable law.

4. PRIVACY

Korn Ferry's Privacy Policy is incorporated by reference. [Click](#) to view Korn Ferry's Private Policy. By submitting your resume or otherwise applying for a position as part of, or otherwise participating in, the Online Services, you consent to being added to Korn Ferry's general search database and agree that Korn Ferry can share your resume with prospective employers.

5. PASSWORDS

You are responsible for the security of your password and for all activities that occur through the use of your password. You agree to promptly notify Korn Ferry of any unauthorized use of your password.

6. USER CONDUCT

You represent that you are over the age of eighteen and the information you supplied during registration is true and accurate. You agree not to take any action that might compromise the security of the Online Services, render the Online Services inaccessible to others or otherwise cause damage to the Online Services. You agree not to add to, subtract from, or otherwise modify the Content. You agree not to use the Online Services in any manner that might interfere with the rights of third parties.

7. USER SUPPLIED INFORMATION

If you supply any information or material to Korn Ferry or others via the Online Services, you guarantee to Korn Ferry that you have the legal right to supply, post, or store such information or material and that doing so will not violate any law or the rights of any person or entity. You also agree to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Online Services.

8. THIRD PARTY LINKS

Hypertext links to third party web sites or information do not constitute or imply an endorsement, sponsorship, or recommendation by Korn Ferry of the third party, the third-party web site, or the information contained therein, unless expressly stated on the Site. You acknowledge and agree that Korn Ferry is not responsible for the availability of any such web sites and that Korn Ferry does not endorse or warrant, and is not responsible or liable for, any such web site or the content thereon.

9. DISCLAIMER OF WARRANTIES

YOU AGREE TO ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL CONTENT PROVIDED AS PART OF THE SERVICES. NEITHER KORN FERRY NOR SOFI MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WITH RESPECT TO THE SERVICES. EACH OF KORN FERRY AND SOFI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NEITHER KORN FERRY NOR SOFI WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL KORN FERRY OR SOFI BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: (I) ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, OR THE CONTENT, (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR (V) ANY OTHER MATTER RELATING TO THE SERVICES, EVEN IF KORN FERRY OR SOFI HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, KORN FERRY'S OR SOFI'S LIABILITY IS LIMITED AND

WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT WILL, IN NO EVENT, EXCEED \$1,000.00.

11. INDEMNIFICATION

You understand and agree that you are personally responsible for your behavior while using the Services. You agree to indemnify, defend and hold harmless each of Korn Ferry and SoFi, and their affiliates, licensors, employees, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of any violation by you of this Agreement.

12. TERMINATION.

Korn Ferry and SoFi each reserves the right to terminate your access to the Services if you violate this Agreement.

13. GENERAL PROVISIONS

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Korn Ferry's Designated Agent.

Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect. Any and all disputes relating to these Terms of Use, your use of the Site, the Services, or the Content (collectively, "Disputes") are governed by, and will be interpreted in accordance with, the laws of the State of California, without regard to any conflict of laws provisions. Any Dispute will be venued in a state or federal court situated in Los Angeles, California, and you hereby irrevocably submit to the personal jurisdiction of such courts for that purpose. Each party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Korn Ferry or SoFi of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.