

## TERMS OF USE FOR KF ADVANCE

*DATE OF LAST MODIFICATION: July 1, 2017*

### 1. SERVICES

KF Advance currently consists of individual coaching (“Coaching Services”) and online services located at [www.kfadvance.com](http://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”.

Product Name: Total Career Management

Coaching Services consist of:

- 1 - 45 minute phone session with assigned Korn Ferry career coach
- 1 - 20 minute phone session with assigned Korn Ferry pay consultant
- 1 - 20 minute follow up 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, general resume advice and potentially identify 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.

Online Services currently consist of:

- 1 personal profile assessment and access to online report for one year from purchase date
- 1 compensation report
- Unlimited access to an automated resume review system for one year from purchase date
- Unlimited access to your profile and interview prep module for one year from purchase date
- Access to job board for one year from purchase date Korn Ferry reserves the right to modify, add or discontinue portions of the Online Services at any time without notice to you.

Product Name: Career Answers

Coaching Services consist of:

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

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Online Services consist of:

- None

Product Name: Resume Architect

Coaching Services consist of:

- 1 - 30 minute phone session with assigned Korn Ferry career coach
- 1 - 20 minute follow up phone session with assigned Korn Ferry career coach

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Online Services currently consist of:

- Unlimited access to an automated resume review system for one year from purchase date
- Unlimited access to your profile and interview prep module for one year from purchase date

Product Name: Interview prep

Coaching Services consist of:

- 1 - 30 minute phone session with assigned Korn Ferry career coach
- 1 - 30 minute phone session with assigned Korn Ferry pay consultant
- 1 - 30 minute follow up phone session with assigned Korn Ferry career coach

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Online Services currently consist of:

- 1 personal profile assessment and access to online report for one year from purchase date
- 1 compensation report
- Unlimited access to your profile and interview prep module for one year from purchase date

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

## 2. REFUND POLICY

Due to the nature of the Services, the fees for the Services are non-refundable and Korn Ferry will not provide any credit or refunds.

## 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, non-commercial 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. Korn Ferry reserves complete title and full intellectual property rights in any Content you download from the Site, subject to this limited license for you to make personal use of the Content as set forth herein.

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 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. KORN FERRY MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WITH RESPECT TO THE SERVICES. KORN FERRY 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 NONINFRINGEMENT.

KORN FERRY DOES NOT WARRANT THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE ONLINE 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 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 SERVICE, 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 HAS 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 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 Korn Ferry, its 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 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 of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.