Korn/Ferry International operates the www.kornferry.com web site (the “Site”) to provide online access to information regarding products and services available from Korn/Ferry (the “Service”).

By accessing and using the Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). If you do not agree with any of the Terms of Use, you are not authorized to access or use the Site for any purpose. By using the Site, you express your understanding and agreement that you are bound by this Agreement. If you are unwilling to be bound by this Agreement, do not use the Site.

Korn/Ferry reserves the right to modify the Terms of Use at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. The last date these Terms of Use were revised is set forth below.

1. INTELLECTUAL PROPERTY
The Service, 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 Site, the Service and the Content 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 Service, except as expressly permitted by the Terms of Use. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page. You may not connect “deep links” to the Site, i.e., create links to this site that bypass the home page or other parts of the Site. 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.

2. DISCLAIMERS
a. 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.

b. Downloading Files. Korn/Ferry cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs. The entire risk as to the quality and performance of the Site and the Service and the accuracy of the Content is solely and exclusively with you.

c. International Use. Korn/Ferry makes no representation that the Service or Content is applicable or appropriate for use in locations outside the United States. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.

3. DISCLAIMER OF WARRANTIES
YOU AGREE TO ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SERVICE AND THE CONTENT AND FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL CONTENT PROVIDED BY THE SITE OR THE SERVICE. KORN/FERRY
MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT. 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 WITH REGARD TO THE SITE, THE SERVICE, AND THE CONTENT.

KORN/FERRY DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. KORN/FERRY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

4. LIMITATION OF LIABILITY
KORN/FERRY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OR INABILITY TO USE THE SITE, THE SERVICE OR THE CONTENT. YOU UNDERSTAND AND AGREE THAT 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 SITE, THE SERVICE AND/OR THE CONTENT, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF KORN/FERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT SUCH USE IS AT YOUR SOLE RISK.

BECauses 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 $500.00.

5. INDEMNIFICATION
You understand and agree that you are personally responsible for your behavior on the Site. 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 your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

6. PRIVACY POLICY
Click here to see Korn/Ferry’s Privacy Policy.

7. USER CONDUCT
You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content. You agree not to use the Site in any manner that might interfere with the rights of third parties.

8. USER SUPPLIED INFORMATION
If you supply any information or material to Korn/Ferry or others via the Site, 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 Site.
9. **TERMINATION.** Korn/Ferry reserves the right to terminate your use of the Site at any time for any reason. Korn/Ferry may discontinue the Site or any portion of the Site at any time for any reason.

10. **GENERAL PROVISIONS**

   a. **Claims of Copyright Infringement.** Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider’s Designated Agent.

   b. **Correction of Errors and Inaccuracies.** The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Korn/Ferry therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Korn/Ferry does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

   c. **Enforcement/Choice of Law/Choice of Forum.** 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, Korn/Ferry’s Privacy Policy, your use of the Site, the Service, 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.

   d. **Entire Agreement/No Waiver.** 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.

© Copyright 2012. Korn/Ferry International. All rights reserved.

DATE OF LAST MODIFICATION
July 24, 2018