

## **TERMS OF USE**

Welcome to the Korn Ferry website, located at: [www.kornferry.com](http://www.kornferry.com) (the "**Site**"), and operated by Korn Ferry ("**KF**", "**Company**", "**we**" or "**us**"). The following terms and conditions (the "**Terms**") govern your access to, and use of, all or part of this Site.

By accessing, viewing, downloading or otherwise using the content, materials, products, or services available on or through the Site, you certify that you have read, understand, and agree to be legally bound, both on your behalf and on behalf of the company you represent (collectively, "**you**"), by these Terms and our [Global Privacy Policy](#), which is incorporated into these Terms by reference as if fully set forth herein. Further, you represent and warrant that you have the authority to use the Site in accordance with its Terms, and to the extent you act on behalf of your company, to bind your company to these Terms. You further certify that you have reached the age of majority in the jurisdiction where you reside, or are older, or that you have the permission of a legal guardian (e.g., a parent) to use the Site. You understand and agree that your use of the Site or any content, services or features made available on or through the Site (collectively, the "**Services**"), signifies that you fully accept and agree to these Terms. If you do not agree to these Terms, you are not granted permission to use the Site and must exit and discontinue your use of it immediately.

**THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THE SITE, YOU ARE ACCEPTING THIS AGREEMENT AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST COMPANY, YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. PLEASE READ THESE TERMS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.**

If you have any questions concerning these Terms or wish to exercise your rights as described below, please contact KF at <https://www.kornferry.com/contact>

### **1. License to Use the Site**

Subject to these Terms, Company hereby grants you a personal, limited, terminable, revocable, non-exclusive, nontransferable, nonsublicenseable license to access and use the Site solely for use in accordance with these Terms. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the computer system, mobile device, hardware, software, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, all software and other materials, including the Site, made available to you are the copyrighted work of Company or its licensors. Copying or distributing the Site or the Site Content (as defined below) is expressly prohibited.

### **2. Registration**

In order to access the Services, you may be asked to register and create an account. As part of the registration process, you may be asked to click that you agree to these Terms, and may then be asked to select or submit a user name and password. You may also be required to provide Company with certain information about yourself, including some types of personally identifiable information, such as your legal name, phone number, physical address, and email address, as well as information related to your employer or the company on whose behalf you are using the Site. You represent that the personal information you provide to Company via the Site is true, valid, complete, and up-to-date in all respects. Should any of the information you provide on the Site change, please login to your account and update such information directly on the Site. Any personal information that you provide to Company via the Site or that Korn Ferry processes is subject to our [Global Privacy Policy](#). For information on the cookies used on our Site, refer to our [Cookie Policy](#).

You are responsible for ensuring that your password and account login are kept secret, safe, and secure at all times. You are solely responsible for any and all activities which occur under your account. Company will not be held responsible or liable for any misuse of your account, including without limitation, in the event that a third party has access to and uses your password and account login in any way. In the event that your username or account login is used without your consent or that you discover any other breach of security, you agree to promptly notify us. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account after you have notified us.

Company has the right to disable any user name, account login, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

### **3. Billing and Payment Processor**

To the extent products or services are made available for purchase through the Site, Company uses a third-party payment processor to process credit card transactions made through the Site. If you purchase products from Company or make any payments via the Site with your credit card, the credit card information that you submit to Company 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 to Company. You are responsible for all charges incurred under your account, whether made by you or another person using your account.

### **4. General Restrictions on Use**

You agree to use the Site and the Services only for purposes that are permitted by these Terms in compliance with all applicable laws, regulations, and generally accepted practices and guidelines in the relevant jurisdictions. You may only use the Site and Services as authorized in these Terms and for no other purposes.

You will not (and will not attempt to): (a) access the Site by any means other than through the interfaces that are provided by Company; (b) gain unauthorized access to Company's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site or Company's networks and computer systems; (c) access the Site through any automated means or with any automated features or devices (including use of scripts or web crawlers, data mining, scraping, robots, spiders, or any other data gathering or extraction tools), except to the extent the Site is indexed by general purpose consumer-accessible search engines, such as Google or Bing; (d) access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes; (e) reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site for any purpose; (f) upload, post, or otherwise transmit, through the Site, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing," or any other form of solicitation, including the solicitation of users to become subscribers of other online information services competitive with Company; (g) stalk, harass, or otherwise disturb another person; (h) impersonate another person; or (i) infringe any intellectual property rights of any person or entity, including any trademark rights, rights of publicity, personality, or privacy of any person or entity.

### **5. Intellectual Property**

As between you and Company, Company owns all patent, copyright, trademark, trade secret, ideas, concepts, know-how, documentation or techniques or other intellectual property rights that may exist in (a) the Services, the Site, any graphics, texts, icons, buttons, data or information we include in the Site, and any products, training materials, deliverables, and the Company network or databases that may be utilized to provide the services ("**Site Content**"), and (b) any information, data, trends, analyses, metadata or other data which may be derived from any of the foregoing that is derived or created by Company by reference to the Services and Company's databases and network. All Site Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You shall not remove or alter any copyright notice or any other proprietary notice on the Site or on any Site Content. All names, trademarks, symbols, slogans, or logos appearing on the Site are proprietary to Company or its licensors or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Content, other than the right to use the Site Content in accordance with these Terms.

Certain features of the Site may allow you to contribute text, images, data, and other information and materials to the Site for access, use, viewing, and commentary by other users of the Site, and/or Company (collectively, "**User Content**"). By posting User Content to the Site or otherwise submitting User Content to Company, you represent that you have the full legal right to provide the User Content and that use of the User Content by Company and all other persons and entities, on the Site, and/or in accordance with this section, 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 promote or provide instructional information about illegal activities, promote physical harm, or injury against any group or individual; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) impersonate any person or entity or falsely state or otherwise imply an affiliation with a person or entity, or include any falsified, composite, or otherwise non-authentic depictions of events, locations, landmarks, entities or persons; (e) contain or otherwise transmit any material that contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) be obscene, child pornographic, or indecent; (g) violate any community or Internet standard; (h) constitute misappropriation of any trade secret or know-how; or (i) constitute disclosure of any confidential information owned by any third party, all as determined by Company in our sole and absolute discretion. Upon your submission of User Content or other material or information to Company, you grant Company a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, translate, create derivative works based upon, and sublicense the User Content, all without any compensation to you whatsoever. Further, you waive all moral rights in and to all User Content that you post or otherwise submit to Company in favor of Company and any other persons we authorize to use such User Content. For the avoidance of doubt, Company shall be under no obligation to: (1) maintain any User Content in confidence; (2) compensate you in any way for your User Content; or (3) respond to any User Content.

No right, title or interest in or to the Site or any of the Site Content is transferred to you, and all rights not expressly granted herein are reserved by Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate patent, copyright, trademark and other laws.

Company expressly reserves the right to remove any information or materials posted or transmitted for any reason or for no reason. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted by or sent by users.

## **6. Errors, Inaccuracies, and Omissions**

Occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We cannot and do not review all communications, products, or services made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any User Content, Site Content, or the Site, including information submitted in connection with the Site Content or other features at any time, with or without notice in our sole discretion.

## **7. Monitoring and Enforcement; Termination**

Company has the right to: (a) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; and (b) terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation or suspected violation of these Terms. Without limiting the foregoing, Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone providing information on or through the Site. You waive and will hold harmless Company and its affiliates, licensees and services providers, from any claims resulting from any action taken by Company or any of the foregoing parties during, or as a result of, its investigations, and from any actions taken as a consequence of investigations by such parties or law enforcement authorities.

## **8. Disclaimers and Warranties**

COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY EXPRESS OR IMPLIED WARRANTIES: (A) THAT THE SITE, SITE CONTENT, SERVICES, ADVICE, INFORMATION OR LINKS PROVIDED OR DISPLAYED ON THE SITE WILL MEET YOUR REQUIREMENTS; (B) THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR THAT ANY ERRORS WILL BE CORRECTED; (C) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SITE, SITE CONTENT, SERVICES, OR PRODUCTS WILL BE CORRECTED; AND (D) REGARDING THE SITE, USER CONTENT, SITE CONTENT, SERVICES, PRODUCTS, ADVICE, INFORMATION OR LINKS PROVIDED BY ANY THIRD PARTIES OR USERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

You acknowledge and agree that any and all representations, promises, warranties or statements by Company's salesperson, representative or agent that differ in any way from the terms hereof shall be given no force or effect. If

Company furnishes you with any advice or assistance concerning any services, products, subscriptions, or systems which is not required pursuant to these Terms, the furnishing of such advice or assistance shall not subject Company to any liability whatsoever to you, whether in contract, in tort (including negligence), under warranty or otherwise.

YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE SITE, USER CONTENT, SITE CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS CONTAINED THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SITE OR ITS CONTENTS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR SERVICES THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

You understand that the technical processing and transmission of any Site Content and User Content may be transferred unencrypted and involve transmissions over various networks and 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 to or from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Site or the Internet, including, for example, personal information such as your name or address. Company reserves the right to interrupt or discontinue any or all of the functionalities of the Site. Company assumes no responsibility for: (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; (b) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Site, including any injury or damage to you or to any person's computer related to or resulting from use of the Site; and (c) any damage to, or viruses that may infect, your computer equipment or other property on account of your access to, use of or browsing of the Site or your downloading of any materials, data, text, images, video or audio from the Site.

## **9. Links to and Features Provided by Third Parties**

The Site may contain links or references to other websites or feature services of third parties for the convenience of users: (a) in locating information, products, or services that may be of interest; and/or (b) with performing or receiving the services made available through the Site, and complying with any requirements associated with such transactions. These third-party websites and services may be available on the Site via a link, redirect, plug-in, integrated application, or other technology, and may be recognized automatically by your browser. Company does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or 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 or services is at your own risk, and subject to the terms and conditions of such third parties. Company encourages you to read the privacy policies and terms of use linked or referenced in connection with third party websites.

## **10. Service Access**

While Company endeavors to ensure that the Site is normally available 24 hours a day, it will not be liable if for any reason it is unavailable at any time or for any period. Access to the Site may be suspended temporarily and without notice in case of a system failure, maintenance or repair or for reasons beyond our control.

## **11. Limitation of Liability**

IN NO EVENT WILL COMPANY BE LIABLE FOR DAMAGES OTHER THAN ACTUAL AND DIRECT DAMAGES PROVEN EITHER IN A COURT OF LAW OR THROUGH ARBITRATION. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE PRICE YOU PAID FOR SERVICES OR PRODUCTS THAT IS THE SUBJECT OF THE CLAIM. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF COMPANY AND ITS LICENSORS SHALL NOT EXCEED TEN US DOLLARS.

IN AS MUCH AS PERMITTED BY LAW, AND EXCEPT FOR DAMAGE CAUSED BY WILLFUL INTENT OR GROSS NEGLIGENCE, COMPANY AND THEIR AFFILIATES, SUBSIDIARIES AND LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, EXCLUDE ALL LIABILITY AND

RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING ANY INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OF INCOME, PROFITS, GOODWILL OR DATA) IN CONNECTION WITH (A) THE USE OF PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE; (B) THE SITE, USER CONTENT, OR SITE CONTENT IN ANY WAY; OR (C) THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SITE, ANY WEBSITES LINKED TO THE SITE OR THE MATERIAL ON SUCH WEBSITES, INCLUDING LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF OR BROWSING OF THE SITE OR YOUR USE OF ANY SITE CONTENT OR ANY WEBSITES LINKED TO THE SITE; ALL THE FOREGOING REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR WE HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE SITE, SERVICES, OR WITH ANY OF THESE TERMS, OR FEEL WE HAVE BREACHED THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

## **12. Indemnity**

You agree to defend, indemnify, and hold harmless Company, its parents, subsidiaries, officers, directors, shareholders, members, employees, agents, affiliates, licensors and suppliers, from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (a) your use of and access to the Site and Services; (b) your violation of any of these Terms, including the Privacy Policy; (c) your fraud, violation of law, negligence, or willful misconduct; (d) your violation of any third party rights, including intellectual property or privacy rights; and (e) the use of the Site by any person using your account or account login. This defense and indemnification obligation will survive the termination or cessation of these Terms and your use of the Site. Company reserves the right, at Company's own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate in all reasonable respects in such defense. You may not settle any claim that is referenced or otherwise covered by this Section 12 without the prior written consent of Company.

## **13. Compliance with Legal and Regulatory Requirements**

You represent and warrant that you: (a) will comply with all applicable legal and regulatory requirements of any governmental or supranational body with jurisdiction over these Terms or either party, which include: (i) anti-bribery, anti-corruption, and anti-money laundering laws and regulations, and (ii) international trade laws and regulations, including those of the US, EU, UK, and UN ("**Sanctions**"); (b) you are not (and to the extent you act on behalf of your company, your company is not) a target of Sanctions; (c) to the extent that you act on behalf of your company, your company is not owned or controlled by any person or entity that is a target of Sanctions; and (d) you are not (and to the extent you act on behalf of your company, your company is not) located in a jurisdiction that is a target of Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea Region of the Ukraine) ("**Sanctioned Jurisdiction**"). You further represent and warrant that you will not (and to the extent you act on behalf of your company, your company will not) transfer, provide access, or use the Site and Services (including tools and intellectual property) to or for the benefit of any Specially Designated National and Blocked Person (as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control), to or in any Sanctioned Jurisdiction, or to any other party if such transfer, access, or use would constitute a violation of Sanctions.

## **14. Arbitration**

You and Company agree that any disputes arising from or relating to these Terms or your use of the Site and/or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, which cannot be resolved informally, shall be submitted to final and binding arbitration before one (1) arbitrator; provided, however, in the event that the dispute involves an allegation of liability in excess of \$250,000 USD, three (3) arbitrators shall be used. Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the "**AAA**") pursuant to its Commercial Arbitration Rules. 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 and enforce 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 Company 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 Company users, but is bound by rulings in prior arbitrations involving the same Company 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. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You acknowledge and agree that you and Company are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

In the event this Section 14 is held unenforceable, then the entirety of this Section 14 will be deemed void. Except as provided in the preceding sentence, this Section 14 will survive termination of the Terms and your use of the Site.

Notwithstanding the foregoing, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

## **15. Governing Law and Jurisdiction**

All matters relating to the Site, the Services, and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its choice or conflict of law provisions or rules.

Subject to the arbitration requirements set forth herein, to the extent that any legal suit, action or proceeding arises out of, or relates to, these Terms, the Privacy Policy, the Site, or the Services, such suit shall be instituted exclusively in the U.S. District Court for the Central District of California or the Superior Court of Los Angeles County, California. You waive any objection to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **16. Operation of the Site and United States Law**

The Site is controlled and operated from within the United States. Without limiting anything else, Company makes no representation that the Site, Site Content, services, products, information, or other materials available on, in, or through the Site is appropriate or available for use outside the United States, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from outside the United States do so on their own will and are responsible for compliance with applicable laws.

## **17. Notice of Infringing Content**

While we are under no legal obligation to actively screen or edit User Content, we reserve the right, in our sole and absolute discretion, to modify, edit or remove any User Content, or to request a user to modify or edit his or her User Content, if a complaint or notice of allegedly infringing materials is received with respect to the User Content, or for any other reason.

To complain about User Content and/or to provide notice of allegedly infringing materials on the Site, please contact us using the contact information provided above.

## **18. Miscellaneous**

These Terms, including the Privacy Policy, constitute the entire legal agreement between you and Company regarding the Site and govern your use of the Site, Services, and any transactions you may have with Company through the Site. These Terms completely replace and supersede any prior agreement or understanding, arrangement, undertaking, or proposal, written or oral, between you and Company regarding these matters. In the event any other rule, code of conduct, or other matter posted on the Site conflicts with these Terms, these Terms shall govern. No oral explanation or oral information given by any party shall alter the interpretation of these Terms.

You understand that Company may make changes to these Terms from time to time. Your continued use of the Site following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, Company will make a new copy of the Terms available on the Site. You agree that Company is under no obligation to provide you with notices regarding changes to these Terms. You understand that it is your responsibility to check the Terms regularly for changes.

You agree that any failure or delay by Company to exercise or enforce any legal right or remedy contained in or made available by these Terms (or that Company has the benefit of under any applicable law) will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company. If any court of law, having the jurisdiction to decide a matter arising out of these Terms, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms and the remaining provisions will continue to be valid and enforceable.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Site and the Services, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

These Terms are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign these Terms to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

Last Updated: **May 12, 2020**

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