

THE SEARCH CLUB
WEBSITE TERMS AND CONDITIONS
TSC Group LLC, doing business as The Search Club
Effective Date: August 1, 2026

1. Acceptance and Scope

These Website Terms and Conditions (the “Terms”) govern access to and use of www.thesearchclub.com and any webpages, forms, content, features, and resources made available through it (collectively, the “Site”). The Site is operated by TSC Group LLC, doing business as The Search Club (“The Search Club,” “we,” “us,” or “our”).

By accessing or using the Site, or by affirmatively accepting these Terms when submitting a form, you agree to be bound by these Terms and acknowledge our Privacy Policy. If you do not agree, do not access or use the Site or submit information through it.

These Terms apply only to the Site. Any membership, executive talent advisory, executive search, assessment, market intelligence, or other paid engagement is governed by a separate written agreement. If a separate signed agreement conflicts with these Terms, the signed agreement controls for that engagement.

2. Eligibility and Authority

You must be at least 18 years old to use the Site. If you use the Site on behalf of a company, fund, board, partnership, nonprofit, or other organization, you represent that you have authority to bind that organization to these Terms. In that case, “you” includes both you and the organization.

3. Changes to These Terms

We may revise these Terms from time to time. Revised Terms will be posted on the Site with a new effective date and will apply prospectively to use of the Site after that date. If a change is material, we may also provide a prominent Site notice or another appropriate form of notice. Changes will not retroactively alter a dispute or claim that arose before the revised Terms became effective unless the parties expressly agree otherwise.

4. Limited License and Permitted Use

Subject to these Terms, The Search Club grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Site for lawful personal or internal business purposes.

You may not:

- copy, reproduce, republish, distribute, display, sell, license, or commercially exploit the Site or its content except as expressly permitted in writing;
- use bots, crawlers, scrapers, automated extraction tools, data-mining systems, or similar methods to access, copy, monitor, or collect Site content or information without our prior written authorization;
- use Site content, data, frameworks, methodologies, or materials to train, test, improve, validate, or support an artificial intelligence model, talent database, competing search methodology, recruiting platform, or other commercial offering;

- modify, translate, reverse engineer, decompile, disassemble, or attempt to derive source code from Site technology;
- circumvent or interfere with security, access controls, rate limits, authentication, availability, integrity, or operation of the Site;
- upload or transmit malware, malicious code, or material that is unlawful, deceptive, defamatory, infringing, or harmful;
- impersonate another person or organization, misrepresent your affiliation, or submit false or misleading information; or
- use the Site in a manner that violates applicable law or infringes the rights of The Search Club or any other person.

Any unauthorized use automatically terminates the license granted by these Terms and may expose the user to legal liability.

Account Credentials. To the extent the Site provides password-protected or registration-based access, you are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to provide accurate registration information, to notify The Search Club promptly at access@thesearchclub.com of any unauthorized use of your account or other breach of security, and to log out at the end of each session. The Search Club is not liable for any loss arising from your failure to safeguard your credentials.

5. Intellectual Property

The Site and all content and materials made available through it, including text, copy, graphics, logos, trade names, service marks, images, designs, layouts, reports, frameworks, methodologies, processes, data structures, software, and compilations, are owned by or licensed to The Search Club and are protected by intellectual-property and other laws.

The Search Club name, brand identity, membership model, proprietary frameworks, and related marks may not be used without our prior written permission. No right, title, or interest is transferred to you except for the limited license expressly stated in these Terms. All rights not expressly granted are reserved.

Limitations on Linking and Framing. You may link to the Site so long as the link does not state or imply any sponsorship, endorsement, or affiliation by The Search Club. Without The Search Club's prior written permission, you may not frame or inline link any part of the Site, or incorporate any Site content, materials, or intellectual property into another website, application, or service.

Copyright Complaints. The Search Club respects the intellectual-property rights of others and responds to notices of claimed copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"), 17 U.S.C. Section 512. If you believe in good faith that content on the Site infringes your copyright, send a written notice to The Search Club's designated Copyright Agent. The notice must include your physical or electronic signature, identification of the copyrighted work claimed to be infringed, identification of the material claimed to be infringing and its location on the Site, your contact information, a statement of your good-faith belief that the use is not authorized by the copyright owner, its agent, or the law, and a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf. The Search Club may remove or disable access to material claimed to be infringing and may terminate the access of users who repeatedly infringe. Send notices to the Copyright Agent at access@thesearchclub.com or to TSC Group LLC, Lewes, Delaware.

6. Information and Materials You Submit

When you submit an inquiry, application, message, resume, biography, company information, or other material through the Site, you represent that the information is accurate, that you have the lawful right and authority to provide it, and that our receipt and permitted use of it will not violate any agreement, confidentiality duty, privacy right, intellectual-property right, or law.

You grant The Search Club a non-exclusive, worldwide, royalty-free license to receive, store, reproduce, review, transmit, and otherwise use submitted materials solely as reasonably necessary to respond to you, evaluate an inquiry or membership request, provide requested services, protect the Site, comply with law, and carry out the purposes described in our Privacy Policy or an applicable written agreement.

Do not submit trade secrets, privileged information, highly sensitive personal data, or confidential information belonging to another person or organization through a general Site form unless we specifically request it and you are authorized to provide it.

7. Membership Applications and Services

The Site may describe private membership, executive intelligence, executive talent advisory, executive search, assessment, integration, market mapping, compensation intelligence, and related services. Site descriptions are informational and do not constitute a binding offer, promise, or commitment. Submitting an inquiry, application, or request does not:

- guarantee acceptance into The Search Club;
- obligate The Search Club to accept an engagement or provide services;
- reserve search capacity or establish exclusivity;
- create a client, member, fiduciary, employment, agency, partnership, joint venture, or professional advisory relationship;
- create a right to any candidate, executive, introduction, opportunity, report, recommendation, or result; or
- create confidentiality obligations beyond those stated in our Privacy Policy or a separate written agreement.

Membership and client engagements are subject to evaluation, availability, conflict review, mutual agreement, and execution of a separate written agreement signed by The Search Club.

8. No Guarantee of Results

Executive search and talent advisory work involves professional judgment, third-party decisions, market conditions, candidate availability, client conduct, and circumstances outside our control. Unless expressly stated in a signed agreement, The Search Club does not guarantee the availability, interest, qualifications, suitability, performance, retention, or success of any candidate or executive; completion of a search within a particular period; that an introduction, assessment, or recommendation will produce a particular hiring, financial, leadership, succession, or organizational result; or that membership will create a specific competitive advantage or lead to an appointment, placement, transaction, or business outcome.

9. Informational Content; No Regulated Advice

Site content is provided for general informational and promotional purposes. Although we seek to provide useful and current information, we do not warrant that Site content is complete, accurate, current, reliable,

or free from error. Content may be changed, removed, or replaced without notice. Nothing on the Site constitutes legal, tax, accounting, financial, investment, medical, employment-law, compensation, governance, or other regulated professional advice. You are responsible for independently evaluating Site content and consulting appropriate advisers. Reliance on Site content is at your own risk.

10. Confidentiality

The Search Club is designed around discretion. Information received in connection with an established client, member, candidate, or executive relationship will be handled in accordance with our Privacy Policy and any applicable confidentiality, membership, search, or services agreement. A general website inquiry, form submission, or unsolicited communication does not, by itself, create a confidential, fiduciary, advisory, or attorney-client relationship. Separate written confidentiality terms control where applicable.

11. Privacy and Cookies

Our collection and use of personal information are described in our Privacy Policy. By using the Site, you acknowledge that information may be processed as described there. You are responsible for reviewing the Privacy Policy before submitting personal information.

12. Third-Party Websites and Services

The Site may link to websites, platforms, applications, scheduling tools, payment services, professional networks, or other services operated by third parties. Links are provided for convenience and do not constitute endorsement, sponsorship, or a guarantee. We do not control and are not responsible for third-party availability, content, security, privacy practices, terms, products, or services. You use third-party resources at your own risk and subject to their terms and policies.

13. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL CONTENT, MATERIALS, FEATURES, AND RESOURCES AVAILABLE THROUGH IT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” THE SEARCH CLUB DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, AND AVAILABILITY. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF HARMFUL CODE, OR SUITABLE FOR ANY PARTICULAR PURPOSE. YOU ARE RESPONSIBLE FOR PROTECTING YOUR DEVICES, SYSTEMS, INFORMATION, AND DATA.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SEARCH CLUB AND ITS MEMBERS, MANAGERS, OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, ADVISERS, REPRESENTATIVES, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OPPORTUNITIES, GOODWILL, DATA, OR BUSINESS INTERRUPTION, ARISING FROM OR RELATING TO THE SITE, SITE CONTENT, THIRD-PARTY SERVICES, OR ANY DECISION MADE IN RELIANCE ON THEM.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE SEARCH CLUB ARISING FROM OR RELATING TO THE SITE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT, IF ANY, YOU PAID DIRECTLY

TO THE SEARCH CLUB FOR ACCESS TO THE SITE DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

These limitations apply regardless of the form of action and even if a remedy fails of its essential purpose. They do not exclude or limit liability to the extent it cannot lawfully be excluded or limited, including liability arising from fraud or willful misconduct. Liability arising under a separately signed services agreement is governed by that agreement.

15. Indemnification

You agree to defend, indemnify, and hold harmless The Search Club and its members, managers, owners, officers, employees, contractors, representatives, affiliates, licensors, and service providers from claims, liabilities, damages, judgments, losses, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your misuse of the Site, violation of these Terms or law, submitted information or materials, or infringement of another person's rights. We may assume control of the defense of a covered matter at your expense, and you will reasonably cooperate. You may not settle a covered claim in a manner that imposes liability, an admission, or an obligation on an indemnified party without that party's prior written consent.

16. Electronic Communications

When you use the Site, submit a form, or communicate with us electronically, you consent to receive communications from us electronically. You agree that electronic notices, disclosures, and records satisfy any legal requirement that they be in writing, to the extent permitted by law. You are responsible for keeping your contact information current.

17. Suspension and Termination

We may restrict, suspend, or terminate access to the Site at any time, with or without notice, if we reasonably believe a user has violated these Terms, created a security or legal risk, interfered with the Site, or acted in a manner harmful to The Search Club or another person. Provisions that by their nature should survive will remain effective, including intellectual-property, confidentiality, disclaimer, liability, indemnification, governing-law, and dispute provisions.

18. Governing Law, Exclusive Forum, and Jury-Trial Waiver

These Terms and any dispute arising from or relating to the Site will be governed by the laws of the State of Delaware, without regard to conflict-of-law rules.

Any action arising from or relating to these Terms or the Site must be brought exclusively in the state courts of the State of Delaware or, where federal subject-matter jurisdiction exists, the United States District Court for the District of Delaware. Each party consents to personal jurisdiction and venue in those courts and waives any objection based on inconvenient forum. This Section governs claims arising from use of the Site. A dispute arising under a separate signed membership, search, or services agreement is governed by the dispute-resolution provisions of that agreement, including any agreement to arbitrate.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN AN ACTION ARISING FROM OR RELATING TO THESE TERMS OR THE SITE.

19. Time Limit for Site-Related Claims

To the fullest extent permitted by law, any claim by you arising from or relating to the Site or these Terms must be filed within one year after the claim arose, or it is permanently barred. This limitation does not apply where applicable law prohibits shortening the limitations period or to obligations governed by a separate signed agreement.

20. Assignment, Waiver, and Severability

You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, restructuring, financing, sale of assets, change of control, or similar transaction. A failure to enforce a provision is not a waiver. Any waiver must be in writing and signed by an authorized representative. If a provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will continue in effect.

Contact

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