

Terms Of Use

PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY LOCATED [AT](#) ("PRIVACY POLICY"), BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM HERBALIFE NUTRITION.

These Terms of Use (the "Terms of Use") set forth the legal terms and conditions governing the use of this website (the "Site") by you irrespective of whether you are a Distributor or a Preferred Customer ("you") which is owned by Herbalife Internationals of America, Inc., a Nevada corporation and also maintained by Herbalife (U.K.) Limited with headquarters at The Atrium, 1 Harefield Road, Uxbridge, Middlesex, UB8 1HB ("Herbalife Nutrition", "we" or "us").

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any Herbalife Nutrition products confirms your unconditional agreement to be bound by these Terms of Use and is subject to your continued compliance with these Terms of Use. **If you do not agree to be bound by these Terms of Use, do not access or otherwise use the Site.**

These Terms of Use and the Herbalife Nutrition Privacy Policy and any other terms and policies incorporated herein by reference (collectively, the "Other Policies"), constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

1. MODIFICATIONS

We reserve the right at any time to:

- Change the terms and conditions of these Terms of Use;
- Enhance, add to, modify or discontinue the Site or any portion of the Site at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of these Terms of Use, in whole or in part, at any time. If you provide information to us, access or use the Site or participate in any Offering in any way after these Terms of Use have been changed, you will be deemed to have read, understood and consented to and agreed to such changes. The most current version of these Terms of Use will be available on the Site and will supersede all previous versions thereof.

It is your responsibility to read these Terms of Use before using the Site.

2. ACCESS

You must obtain access to the Internet and pay any service fees associated with such access to use the Site. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation

and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related problems before you use them. We expressly disclaim any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site.

3. ELIGIBILITY

Certain features on this Site (including, but not limited to, user registration) may be subject to age and/or other eligibility requirements.

4. BECOMING A HERBALIFE NUTRITION PREFERRED CUSTOMER OR HERBALIFE NUTRITION INDEPENDENT DISTRIBUTOR

Herbalife® Nutrition products and services are sold through Herbalife Nutrition's network of Independent Distributors. To purchase Herbalife® Nutrition goods or services, you do not have to become a Distributor. Instead, you can purchase Herbalife® Nutrition products from a Distributor or become a Herbalife Nutrition Preferred Customer. If you are interested in purchasing products from a Distributor or becoming a Preferred Customer, please see the Product section of the Site. If, however, you are interested in starting your own business as a Herbalife Nutrition Independent Distributor, please see the Business Opportunity section of the Site.

4. INFORMATION AND PRIVACY

If you provide information to the Site, you agree to provide accurate, current and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain any personal information that we collect through the Site in accordance with our Privacy Policy available [at](#).

5. USER FORUMS

Forums, bulletin boards, chat rooms or other interactive areas that are or may be offered on the Site ("User Forums") are provided to give users a forum to express their opinions and share their ideas and information. The individual who posts content in the User Forums ("Community Content") is responsible for the reliability, accuracy, and truthfulness of such content, and we have no control over the same. Additionally, we have no control over whether any such posted material is of a nature that users will find offensive, distasteful or otherwise unacceptable and expressly disclaim any responsibility for such material.

We do not and cannot review every message posted by users in the User Forums and are not responsible for the content of these messages or the views or opinions expressed by the users of the User Forums. Information disclosed in the User Forums is by design revealed to the public. We reserve the right, but are not obligated, to delete, move or edit content, in whole or in part, submitted by you to the Site for any reason in our sole discretion. In addition, we may delete, move, edit or disclose the contents of messages when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend our rights and property or to protect the safety of our users or the public. In no event do we assume any obligation to monitor the User Forums or remove any specific material.

You understand that the uploading to and/or posting of any Community Content in any User Forum shall not be subject to any obligation of confidentiality on the part of Company, and we shall not be liable for any use or disclosure of any Community Content.

(a) Restrictions on Use

In consideration for your use of the User Forums and functionality, you agree to comply with the "Community Guidelines" set forth below. Without limiting our other rights and remedies, individuals who violate the following Community Guidelines may, at our sole discretion, be permanently banned from using the Site:

- harass, stalk or otherwise abuse another user;
- transmit, post, send, upload, distribute, submit or otherwise make available any content that suggests that participating in the Herbalife Nutrition opportunity will result in a lavish lifestyle, including the following, or any substantially similar images: opulent mansions, private helicopters, jets, or yachts; or exotic automobiles;
- transmit, post, send, upload, distribute, submit or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libellous, disparaging (including disparaging of Herbalife Nutrition), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
- transmit, post, send, upload, distribute, submit or otherwise make available any content which is or could be detrimental to or which may otherwise diminish, damage or weaken the reputation or image of Herbalife Nutrition, its products, Distributors, trademarks, trade names or goodwill;
- transmit, post, send, upload, distribute, submit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- transmit, post, send, upload, distribute, submit or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interferes with any third party's use and enjoyment of the Site;
- impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to Herbalife Nutrition, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- transmit, post, send, upload, distribute, submit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas, if any, specifically designated for such purposes; or
- violate any applicable local, state, federal or international law, rule or regulation;
- participate in any part of the Site if you are under the age of eighteen (18);
- transmit, post, send, upload, distribute, submit or otherwise make available through the Site any content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization;
- collect or harvest the information of any user or otherwise access the Site using automated means (including but not limited to harvesting bots, robots, spiders or scrapers);
- "frame", "mirror" or "deep link" any part of the Site without our prior written authorization;
- link to any page within the Site from any web site or web page that makes any claims as to the curative or health enhancing powers of any substance, whether or not such substance is produced, marketed, sold or distributed by us.

We do not endorse the Community Content in the User Forums and specifically disclaim any responsibility or liability to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Community Content provided through a User Forum. By posting or uploading Community Content to any User Forum or submitting any other Community Content to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such Community Content into any form, medium, or technology now known hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you does not violate any person's so-called publicity rights or "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

6. USE OF E-MAIL ADDRESSES PROVIDED BY THE SITE

When using any e-mail address provided to you on or through the Site, you agree to use such e-mail address in accordance with all applicable laws and not to transmit to any person or entity:

- any content that violates the Community Guidelines set forth above with respect to the User Forums or that is unlawful, fraudulent, threatening, abusive, libellous, defamatory, vulgar, obscene, harmful, harassing, tortious, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights;
- any non-public information about any company;
- any trade secret; or
- any computer code, files or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security of or limit the functionality of any device.
- Spamming is strictly prohibited. Spam is defined for this purpose as sending an unsolicited message to any persons, entities, newsgroups, forums, e-mail lists or other groups or lists unless prior authorization has been obtained from the e-mail recipient which explicitly permits sending e-mail communication to them, or unless a business or personal relationship has already been established with the e-mail recipient. **IF YOU ARE "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING HERBALIFE NUTRITION'S PRODUCTS OR BUSINESS OPPORTUNITY, PLEASE CONTACT US PROMPTLY.**
- The use of false headers in e-mails or falsifying, forging or altering the origin of any e-mail in connection with Herbalife Nutrition and/or its products and services is prohibited.
- If a person or entity indicates that they do not want to receive e-mail, you agree not to send e-mail to such person or entity. If a person initially agrees to receive e-mail, but later asks to stop receiving e-mail, you must abide by that request.
- Herbalife Nutrition prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise.

7. OUR PROPRIETARY RIGHTS

This Site and all of the content it contains, or may in the future contain, including but not limited to articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents and any and all copyrightable material (including source

and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to us or other authorized third parties and are protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in these Terms of Use or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of us or such third party that may own the Material or intellectual property displayed on the Site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED. Any use of the Material other than as permitted by these Terms of Use will constitute a violation of these Terms of Use and may constitute copyright and/or patent infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of others. You agree not to interfere or permit any third party to interfere with the normal processes or use of the Site by other users, including without limitation by attempting to access administrative areas of the Site. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove or suspend any of the Material at any time, without notice and without liability. Herbalife Nutrition, our logo, and the name of the products produced, marketed, sold or distributed by the Herbalife Nutrition, are trademarks and/or service marks of Herbalife International of America, Inc., or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks or logos of their respective owners.

8. MEMBERSHIP AND REGISTRATION

Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional. However, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site.

If you register with the Site, you agree to accept responsibility for all activities that occur under your account, e-mail or password, if any, and agree you will not sell, transfer or assign your membership, any membership rights or any Site issued email address.

You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site or your Site issued email account using your name in whole or in part.

You may, at any time, terminate your Account by contacting Member Services via the Online Support service available on the Site or by calling Member Services on 014897171.

9. IDEA SUBMISSIONS

We are pleased to hear from users and welcome your comments regarding Herbalife Nutrition's services and products. Nevertheless, our long-standing company policy does not allow it to accept or consider creative ideas, suggestions, or materials other than those it has specifically requested (see below). While we value your feedback on our services and products, we request that you be specific in your comments on those services and products, and that you not submit any creative ideas, suggestions, or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by us or our affiliates' professional staff might seem to others to be similar to their own creative work. Accordingly, we ask that you do not send us any original creative materials such as show designs, photographs, drawings, or original artwork.

If you send or post certain specific submissions at our request (e.g., via message boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a "Submission" and collectively, the "Submissions") despite our request that you not send us any unsolicited Submissions or other creative materials, the Submission will be treated as non-confidential. For purposes of this Paragraph, all Community Content shall be deemed included in the definition of Submissions. None of the Submissions shall be subject to any obligation of confidence on the part of us, and we shall not be liable for any use or disclosure of any Submissions. Any Submission may be used by us without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast or posting, and you hereby irrevocably waive, release and give up any claim that any use of such Submission violates any of your rights, subject to Section 16 of this Agreement, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. We shall have and are irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute and otherwise use the Submission in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according you any compensation or credit. By submitting a Submission to this Site or us, you represent that such Submission is original with you and does not violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. All Submissions to the Site and/or us shall be our sole property and will not be acknowledged or returned. You agree and understand that we are not obligated to use any Submission you make to the Site or us and you have no right to compel such use. You hereby acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other special relationship and that your decision to submit any material to us does not place us in a position that is any different from the position held by members of the general public with regard to your Submission. You understand and acknowledge that we have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to us or being developed by our own employees. Many ideas or stories may be competitive with, similar or identical to your Submission in theme, idea, plot, format or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of our use of any such similar or identical material.

10. PROMOTIONS

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

11. LINKS

We may provide links to third party web sites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other World-

Wide Websites to which the Site may be linked for from which the Site may be accessed. You are requested to inform us of any errors or inappropriate material found on Websites to which this Site is or may be linked.

12. ERRORS

Although we attempt to maintain the integrity of the Site we make no guarantee as to the accuracy or completeness of the Site or other Offerings. If you believe that you have discovered an error in the Site, please contact us on via the Online Support service available on the Site or by calling Member Services on 014897171 and include, if possible, a description of the error, its URL location and your contact information. We will make reasonable efforts to address your concerns.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED ON IT ARE DISTRIBUTED "AS IS" "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT WE AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES"), ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE OFFERINGS, THE USER FORUMS, THE MATERIAL, OR ANY ERRORS OR OMISSIONS IN ITS TECHNICAL OPERATION OR THE MATERIAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THIS SITE OR ITS RELATED INFORMATION OR PROGRAMS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU.

We make no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements or recommendations contained on this Site, in any Material. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by us. Views and opinions of users of this Site do not necessarily state or reflect those of Herbalife Nutrition. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice or content available at this Site.

The Internet may be subject to breaches of security. We are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet. We make no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of this Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

14. INDEMNIFICATION

By using this Site you agree to indemnify, defend and hold Herbalife Nutrition harmless from and against any third party claims, alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defence, including, without limitation, reasonable attorneys' fees, arising out of or relating to: your breach of your representations, warranties, covenants or agreements hereunder; your violation of these Terms of Use or any law; your use of the Site and/or the material in violation of these Terms of Use; information or material posted or transmitted through your computer or account, even if not submitted by you, that infringes any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; any misrepresentation made by you; and/or our use of your information. You will cooperate as fully and as reasonably required in our defence of any claim.

15. TERMINATION; MODIFICATION

We will determine your compliance with these Terms of Use in our sole discretion and our decision shall be final and binding. Any violation of these Terms of Use may result in restrictions on your access to all or part of the Site (including any Web Property or email address provided by the Site) and may be referred to law enforcement authorities.

We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, distributorship, or access to the Site, or upon demand by Herbalife Nutrition, you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect. The section titles in these Terms of Use are for your convenience only and do not have any legal or contractual effect.

16. CHOICE OF LAW

These Terms of Use shall be governed by Irish law. Any dispute arising from the use of the Site or in relation to a purchase of a Herbalife Nutrition Product shall be governed by Irish Law and shall be submitted to the exclusive jurisdiction of the Irish courts.

The above does not apply if you are a consumer based elsewhere in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country

where you reside, and you additionally enjoy the protection afforded to you by the mandatory provisions of the law of country where you reside.

In compliance with EU Regulation No 524/2013, we inform you that, in the event of a consumer dispute, you may resort to a competent alternative consumer dispute resolution settlement body. You may choose an alternative consumer dispute resolution settlement body from your place of domicile or resort to the European online dispute resolution platform available at <http://ec.europa.eu/odr>.

17. CONTACT US

If you have any questions, comments or concerns about our Site you may contact us on via the Online Support service available on the Site or by calling Member Services on 014897171.

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