

GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

PLEASE READ THESE GENERAL TERMS AND CONDITIONS FOR ONLINE SALES AND THE PRIVACY AND COOKIES POLICY LOCATED AT <https://www.herbalife.co.za/footer-pages/privacy-and-cookie-policy/> ("PRIVACY POLICY"), BEFORE PURCHASING ANY PRODUCT FROM US.

These general terms and conditions for online sales (the "Online Sale Terms") set forth the legal terms and conditions governing your purchase of any Herbalife products ("Herbalife Products") on our MyHerbalife website (the "Site") and the contractual relationship between you, irrespective of whether you are a Distributor or a Preferred Customer ("you") and Herbalife International South – International, S.A. with headquarters at Avenida Infante Dom Henrique N.º 347, 1800-218 Lisboa ("Herbalife", "we" or "us").

These Online Sale Terms, and any other terms and policies incorporated herein by explicit reference via link, provide the terms and conditions between you and us pertaining to the subject matter hereof and supersede all prior arrangements, understandings, negotiations and discussions, whether oral or written.

By ordering and buying Herbalife Products from the Site, you fully assume and accept these Online Sale Terms. These Online Sale Terms https://www.myherbalife.com/en-ZA/ed/mb/pages/Footer/terms_of_sale.html can be downloaded, saved and/or printed by you and are accessible from all the pages of the Site except the login page.

1. MODIFICATIONS

We reserve the right to, from time to time, in our sole discretion, modify, update, add to, discontinue, remove, revise or otherwise change any portion of these Online Sale Terms, in whole or in part without notice to consumers.

If you place an order for any Herbalife Product after these Online Sale Terms have been changed, you will be deemed to have read, understood and unconditionally consented and agreed to such changes. The most current version of the Online Sale Terms will be available on the Site and will supersede all previous versions thereof.

The Online Sale Terms applicable to any specific sale and purchase will be those applicable when your order was placed. Pre-existing orders or claims will not be affected by subsequent changes to the Online Sales Terms.

The Herbalife Products, in whole or in part, may be enhanced, modified or discontinued at our sole discretion. Any enhancements, additions or modifications to the Herbalife Products will be subject to these Online Sale Terms.

It is your responsibility to read these Online Sale Terms before purchasing Herbalife Products.

2. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older and have full legal capacity. We may require proof of age and/or capacity before accepting any purchase order.

You also represent and warrant that you are an authorised user of any credit card and/or bank account, Mygate, PayU, or EFT account used to purchase Herbalife Products through the Site.

3. CREATION OF AN ACCOUNT ON THE SITE

Purchase of Herbalife Products requires registration to the Site. The decision to provide this information is purely voluntary and optional. However, if you choose not to provide such information, you will not be able to place orders to purchase Herbalife Products.

By providing your personal data during the registration process, you agree to provide accurate, current and complete information about you when requested and you agree to maintain and update such information as appropriate. We will use and maintain any information about you that we collect through the Site in accordance with our Privacy Policy, located at <https://www.herbalife.co.za/footer-pages/privacy-and-cookie-policy/> and the applicable local laws.

In order for you to create a Herbalife Account (“Account”) you will need to enter your e-mail address and a password. After having entered this information, you will be required to confirm that you want to create an account by clicking on the “create an account” button.

By confirming your wish to create an Account, you agree to be bound by these Online Sale Terms and with our Privacy Policy.

Then, you will be asked to provide personal information for the creation of the Account, namely:

- Your first name;
- Your last name;
- Gender;
- Date of birth;
- Address (including city and postal code);
- Cell phone;
- E-mail address;
- TIN number (mandatory for Distributors and optional for Preferred Customers); and
- PO ID number (mandatory for Distributors and optional for Preferred Customers).

By creating an Account, you authorise Herbalife to collect, store and use your personal information for the purpose of operating your Account, improving the functioning of the Site, providing you with Products, and for general marketing purposes. Your personal information will not be sold to or shared with third parties and is not accessible by the general public. For the avoidance of doubt, personal information is that as defined in the Protection of Personal Information Act 4 of 2013 (“**POPI Act**”) and does not include any health-related information. Herbalife shall at all times comply with all data protection privacy laws applicable as well as its own Privacy Policy when storing and processing your personal information.

Other than to its employees or contractors for purposes outlined directly above, Herbalife shall not disclose personal information to any third party unless:

- i. such third party is bound by the same provisions and obligations as those set out in this Agreement; and
- ii. Herbalife has received your prior written consent to do so.

By signifying your acceptance of this Agreement electronically and continuing to access the Site and use your Account, you expressly:

- i. consent to the collection, storage, processing and use of your personal information for the purposes set out above, by Herbalife and/or its appointed designees from time to time, which may include collection agencies, parties involved in the technical administration and maintenance of any database which will house your personal information, information technology companies and marketing companies;
- ii. acknowledge that your consent is given freely and voluntarily and that you are under no obligation to provide this consent;
- iii. acknowledge that you are entitled at any time to request a record of, or object to the processing of your personal information;
- iv. acknowledge that you are entitled to request the correction, destruction or deletion of your personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; and
- v. acknowledge that you are entitled to decline any marketing communication.

If you register on the Site, you agree to accept responsibility for all activities that occur under your Account, email or password, if any, and you agree that you will not sell, transfer or assign your Account or make it accessible to a third party by intention or gross negligence. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not place orders for Herbalife Products using your name in whole or in part. If you feel that your password has been compromised, it is your responsibility to change your password. If you become aware of the misuse of your account by third parties, you agree to inform us immediately.

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 +27 11 554 1000.

Herbalife Products offered for sale on the Site are described and presented as accurately as possible (specifications, composition, use, etc.). However, we recommend you to access the specific details of each Herbalife Product, particularly in relation to the features you are looking for, since you are solely responsible for choosing and buying a Herbalife Product.

4.2. Price

The prices displayed on the Site are in Rands and are final complete prices, which include the statutory VAT at the time of the order and any and all applicable discounts and costs. Applicable shipping fees will only be presented in the shopping cart.

Prices may be subject to change without prior notice, but such will not affect orders that have already been accepted.

4.3. Your Order

The presentation of Herbalife Products on the Site is a binding offer to conclude a purchase agreement presented by us to you. By adding Herbalife Products to the shopping cart and confirming your order, you are accepting our offer, and the purchase agreement between you and us is perfected.

Before you can accept our offer, you also need to:

- confirm your shipping address;
- confirm the email address where the confirmation of our agreement and the corresponding invoice will be sent; and
- choose a payment method and enter your respective payment details.

Before sending the order by clicking on the “continue to complete order” button, you can identify and correct input errors.

Once we have received your order, Herbalife will send you an e-mail confirming receipt of your acceptance of our offer and the content of your order. Receipt of this confirmatory email from Herbalife implies that the order has been received and the purchase of the Products completed and, consequently, that the transaction between you and us has been formalized.

When the Site indicates that a Herbalife Product is available, this is referred to the moment the order is placed. However, if a Herbalife Product ordered by you is no longer available once your order has been placed or if we run out of stock, you will be notified at the e-mail address provided in your order summary. This might be, among other causes, because of unexpected limits on our resources and stock which we could not reasonably plan for.

4.4. Available payment methods

Payment for the Herbalife Products on the Site is made by one of the following methods:

- inserting your credit card details via your bank’s platform;
- payment by EFT; or
- payment by direct deposit.

4.5. Terms of delivery and Herbalife Product reception

There are three delivery options as follows:

- Standard home delivery; and
- Standard delivery to a pick-up point such as a shop/store chosen by you; and

The delivery is carried out by entrusted shipping companies and local couriers, where applicable.

From receipt of the order payment, the delivery of the Herbalife Products within South Africa is usually within a maximum of two to three (2-3) working days. In any event, delivery shall not exceed thirty (30) calendar days from the date of the order payment.

The receipt of the carrier signed by you will serve as proof of delivery and of the date of delivery.

The risk of Herbalife Products being lost or damaged is transferred to you when you receive the Herbalife Products. Once you receive the Herbalife Products, you shall review and confirm there is no apparent defect, that is, that the Herbalife Products conform to your order and are not visibly damaged. If there are defects (the parcel is open or damaged, Herbalife Products are missing, damaged or do not match the order, etc.) you shall:

- reject the parcel and make a written reservation on the carrier's delivery note with as much detail as possible; and
- contact us through the Site, by email or by phone, and we will either reimburse you the order or ship a new parcel with the missing or damaged Herbalife Products.

Please note that the above is in addition to the rights granted to you under our commercial guarantee in section 4.6. or your statutory guarantee in section 4.7. below and to your right of withdrawal under section 4.8. below.

4.6. Commercial Guarantee

We guarantee the quality of the Herbalife Products and certify that, to the best of its knowledge and efforts, are free of any defects and meet high standards of freshness and purity for consumer use. We are confident that all customers (Preferred Customers, Distributors and retail customers) will find the Herbalife Products satisfactory in every way.

However, if for any reason, you are not completely satisfied with any Herbalife Product purchased we offer a no quibble commercial guarantee. Simply request a full refund of the purchase price or a full credit note towards the purchase of another Herbalife Product from us within thirty (30) calendar days from your receipt of the Herbalife Product and return the unused portion of the Herbalife Product, or the original labels, or the empty containers, along with the copy of the invoice of your order, to us. More information is available in our Satisfaction Guarantee located [here](#).

This commercial guarantee does not apply to any product intentionally damaged or misused by you or by virtue of your failure to comply with a product's instructions.

This commercial guarantee does not affect your statutory rights, including the right of withdrawal under section 4.7 below and your statutory guarantee of conformity of Herbalife Products and other applicable statutory guarantees.

4.7. Statutory Guarantee

You have a right to a legal guarantee of two (2) years from the date of delivery of the product purchased on the Site if the product does not meet the description given on the Site, regarding its quality, suitability for its normal use as a product of its type, or if it has a defect ("lack of conformity").

To exercise the above mentioned right, you must report to Herbalife the lack of conformity of the Herbalife Product purchased, within six (6) months from the date of delivery of the product purchased by contacting Member Services via the Online Support service available on the Site or by calling Member Services on +27 11 554 1000 by providing the following information:

- A description of the lack of conformity in the purchased Herbalife Product;
- A photo of the lack of conformity in the purchased Herbalife Product;
- A copy of purchased Herbalife Product corresponding invoice.

In such circumstances, you may choose to:

- Replace the Herbalife Product you purchased; or
- Return the product and be refunded of the value paid.

You will have to return the Herbalife Product you purchased through registered mail, at our risk and expense, to prevent any loss of package, at the address Woodmead Head Office, address: Herbalife International, South Africa, LTD.

Ground floor, Building 32, Woodlands Office Park, Woodlands drive, Woodmead, South-Africa.

We will replace the Herbalife Product you purchased or refund you for the value you paid for it within thirty calendar days (30) from the date you have reported to us the lack of conformity.

4.8. Right of withdrawal

Preferred Customers

You, as a Preferred Customer, have a right to withdraw your order without cause or justification for a period of fourteen (14) calendar days from the date of delivery of the Herbalife Products.

To exercise your right of withdrawal you must:

- Give notice to us within the abovementioned fourteen (14) calendar days period that you wish to cancel your order. You can use the notice of cancellation [here](#) or you can give us notice in some other way (e.g. letter, e-mail or telephone) as long as we receive a clear and unambiguous statement of your decision to withdraw the order.

Your notice should include the information concerning the Herbalife Products returned as well as your name, postal address, order number and, if possible, telephone number and e-mail address.

- 1)** Return the Herbalife Products to us at the address Expeditors, Corner Great North and Elgin Road, Pomona, Kempton Park, 1619 within fourteen (14) calendar days from the date of your notice of cancellation.

We will cover the cost of returning the Herbalife Products, by arranging to collect the Herbalife Products from you using one of our entrusted shipping companies or local couriers. We will not cover any supplementary delivery costs if you choose an alternative delivery method.

Distributors

If your Distributorship is cancelled for any reason, you may return to Herbalife all unopened products or sales materials that were purchased in the previous twelve (12) months for a full refund of the purchase price, including taxes, and the return shipping cost. To obtain a refund, Distributors may call Herbalife Nutrition at (insert phone number) (011) 540-1000 or submit the refund form available at MyHerbalife.com www.myherbalife.com/en-ZA.

4.9. Reimbursement of returned Herbalife Products

In case of return of Herbalife Products under our commercial guarantee (see section 4.6 above), your right of withdrawal (see section 4.7 above) or in exercise of your statutory rights, we will refund you without undue delay and not later than fourteen (14) days from the day you return the Herbalife Products to us (or from the date of exercise of the withdrawal right by you if we arrange the collection of the Herbalife Products). We may withhold your refund until we have received the Herbalife Products back.

You will be refunded by the same means of payment that you used for your initial transaction and you will not incur any charges for that refund.

Herbalife Products shall be returned in their original packaging and/or containers, to the extent possible. If the Herbalife Products are returned by you for any reason other than damage to or a defect in the Herbalife Products and they have suffered any reduction in value as a result of handling beyond what is necessary to establish their nature and/or conformity, characteristics and functioning, then you will be charged for that diminution in value and that charge will be deducted from your refund.

We will not make any reimbursement if the Herbalife Products returned do not match your order, unless this is not the fault of the Preferred Customer or Distributor.

5. CONTACT DETAILS AND COMPLAINTS

If you have any questions, comments, complaints or claims about the Site, your order, any Herbalife Products delivered to you or this Online Sale Terms please contact us using the contact details shown on the Site or through "Contact Us" https://www.myherbalife.com/en-ZA/ed/ds/pages/Footer/contact_us.html on the Site, all of it notwithstanding the warranties that may apply to orders and/or Herbalife Products pursuant to applicable legislation or as otherwise expressly stated in Section 4 of this Online Sales Terms.

We will answer your claims as soon as possible, and in any event within one (1) month from receiving them.

6. ERRORS

If you believe that you have discovered an error in the Site or the Herbalife Products, please contact us as provided in section 5 above 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.

7. LIMITATION OF LIABILITY

Without prejudice to applicable regulations, Herbalife cannot be held liable for any delay or breach of its obligation under this Online Sales Terms resulting from events of force majeure, or any acts or omissions by you or third parties or to circumstances outside our control which we could not reasonably foresee at the time of acceptance of your order or which consequences we cannot reasonably avoid or overcome.

Causes of force majeure shall include any act, event, lack of exercise, omission or accident that is beyond our reasonable control which, among others, include strikes, lockouts, fire, explosion, storms, flood, earthquake, terrorist threat or attack, war, pandemic, inability to use trains, boats, airplanes, motorized transport or other means of transport, and Acts, decrees, legislation, regulations or restrictions of any government or public authority.

In such event, obligations under these Online Sale Terms shall be suspended during the period in which the cause of force majeure continues, and Herbalife shall have an extension of the deadline to fulfill these obligations for a period of time equal to the duration of the cause of force majeure.

8. INDEMNIFICATION

By placing an order you agree to indemnify, defend and hold Herbalife 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 this Online Sales Terms or any law; your use of the Site and/or any Herbalife product in violation of these Online Sale Terms; 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.

9. TERMINATION; MODIFICATION

Any violation of these Online Sales Terms may result in restrictions on your ability to place orders and purchase Herbalife Products on the Site and may be referred to law enforcement authorities.

No waiver of any of the provisions of this Online Sale Terms 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.

We reserve the right to modify or discontinue sales on the Site, or any portion thereof without notice to you or any third party. Pre-existing orders or claims will not be affected by such modification or termination.

If any provision of this Online Sale Terms 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 Online Sale Terms, which will remain in full force and effect. The section titles in these Online Sale Terms are for your convenience only and do not have any legal or contractual effect.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Online Sale Terms shall be governed by the laws of the Republic of South Africa. Any dispute arising from the use of the Site or in relation to a purchase of a Herbalife Product shall be governed by the laws of the Republic of South Africa and shall be submitted to the exclusive jurisdiction of the High Court of South Africa.

In compliance section 69 read with section 17 of the Consumer Protection Act of 2008, we inform you that, in the event of a consumer dispute or to enforce your rights, you are entitled to submit a complaint to the National Consumer Commission.

11. OFFICIAL COMPLAINTS BOOK

For complaints, please go to [-https://herbalife-econnect.hrbl.com/intelligentchannel/faces/createinquiry](https://herbalife-econnect.hrbl.com/intelligentchannel/faces/createinquiry) or select the respective link in our Site.

12. CONTACT US

If you have any questions, comments or concerns about the Herbalife Products or this Online Sale Terms, you may contact Member Services via the Online Support service available on the Site or by calling Member Services on +27 11 554 1000.

Last Revised on [14-06-2021]