

Terms Of Use

PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY LOCATED AT <http://www.herbalife.com/privacy-policy> ("PRIVACY POLICY"), BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM HERBALIFE.

These Terms of Use are an agreement (the "Agreement") between Herbalife International of America, Inc., a Nevada corporation ("Herbalife", the "Company," "we" or "us") and you ("you" or "User"). This Agreement sets forth the legal terms and conditions governing your use of this website and each Independent Distributor's Platform and each Web Property (collectively referred to herein as the "Site") and for your purchase and/or use of any Herbalife goods or services (collectively referred to hereinafter as, "Offerings"). This Agreement also provides information on how to become a Herbalife Independent Distributor or Herbalife Preferred Customer.

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 other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. **If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Offerings.**

This Agreement and the Herbalife 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 being improved, interrupted or changed, as a whole or in part, temporarily or permanently at any time at the discretion of Herbalife 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 this Agreement;
- Enhance, add to, modify or discontinue the Site, its Offerings or other Offerings, or any portion of the Site or other Offerings, 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 this Agreement, in whole or in part, permanently or temporarily at any time. For changes to this Agreement that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as "Updated Terms of Use" for a reasonable amount of time. If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

The Site or the Offerings, in whole or in part, may be enhanced, modified or discontinued at our sole discretion. Any enhancements, additions or modifications to the Site or Offerings will be subject to this Agreement.

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, subject to Section 16 of this Agreement, 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 or Offerings.

3. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18) you are at least the age of thirteen (13) and are accessing the Site with the knowledge, consent and assistance of your parent or legal guardian, who will also be deemed to have agreed to this Agreement. Certain features on this Site (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements.

Herbalife products and the Herbalife business opportunity cannot be offered, shipped into or sold in any country outside of those countries that are previously authorized by Herbalife. For a list of such countries, please click here: [Authorized Countries](#). Herbalife is expanding its sales into other markets, accordingly please check for updates periodically.

4. BECOMING AN HERBALIFE PREFERRED CUSTOMER OR HERBALIFE INDEPENDENT DISTRIBUTOR

Herbalife® products and services are sold through Herbalife's network of Independent Distributors. To purchase Herbalife® goods or services, you do not have to become a Distributor.

Instead, you can purchase Herbalife® products from a Distributor or become a Herbalife 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 Independent Distributor, please see the “Business Opportunity” section of the Site.

6. 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. By using or accessing the Site, you authorise Herbalife to collect, store and use your personal information for the purpose of operating and improving the functioning of the Site, providing the Offerings, create and maintain user accounts 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 the your prior written consent to do so.

By signifying the user’s acceptance of this Agreement electronically and continuing to access the Site, the User expressly:

- confirms that he/she is over the age of 18 (eighteen) years, or if not, duly assisted by a parent or guardian;
- agrees that he/she will, to the extent permissible by law, not hold Herbalife liable for any damages of any kind, whether based in delict, contract, strict liability or otherwise, for any information, advice, guidance and/or support, provided by Herbalife in any manner whatsoever;
- agrees to receive future communications, including direct marketing communications, from Herbalife, and/or any of each of its affiliates either directly or through duly authorised agents such as marketing agencies from time to time, including marketing and advertising material and information on promotions and offers either relating to the Offerings;
- consents 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 User information, information technology companies and marketing companies;
- his/her consent is given freely and voluntarily and that he/she is under no obligation to provide this consent;
- he/she may at any time request a record of, or object to the processing of, his/her personal information;

- he/she is entitled to request the correction, destruction or deletion of his/her personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; and
- he/she is entitled to decline any marketing communication.

7. USER FORUMS & EXPERT OPINIONS

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, subject to Section 16 of this Agreement, 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 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, libelous, disparaging (including disparaging of Herbalife), 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, its products, Distributors, Preferred Customers, 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, 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, provincial or international law, rule or regulation.
- participate in any part of the Site if you are under the age of 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 or other Offerings without our prior written authorization.
- link to any page within the Site or other Offerings 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, subject to Section 16 of this Agreement, 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.

The Site may offer opinions by experts consulted in a particular field in relation to the content of the Site or excerpts from press articles. Any such information solely represents the opinion of the expert consulted or the publication, and is not necessarily the opinion of Herbalife. Any such experts are not employees of Herbalife and do not receive any emoluments in exchange for Herbalife using their opinion. Herbalife is not responsible for the accuracy or completeness of any such information and opinions. Experts' opinions reflect their own personal views and should never be interpreted as being the opinion or responsibility of Herbalife.

The Site also includes information on well-being and the physical condition. Said information is published on the Site for information purposes only and is no substitute for the advice of your healthcare practitioner or pharmacist. The information should not be used under any circumstances to make a medical diagnosis of an illness or physical problem, or for prescribing or using the Offerings presented on the Site. The Site is not intended to be used to report health concerns, adverse events or product technical complaints, or to ask technical or medical questions regarding Herbalife products. In all instances you should refer to your healthcare practitioner or pharmacist.

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

When using any e-mail address provided to you on or through the Site or other Offerings, you agree to use such email 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, libelous, 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'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 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 prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise.

9. 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 this Agreement 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 this Agreement will, subject to Section 16 of the Agreement, constitute a violation of this Agreement 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, our logo, and the name of the products produced, marketed, sold or distributed by Herbalife, are trademarks and/or service marks of Herbalife, or its affiliates. All other trademarks, service marks, and logos used on the Site or other Offerings are the trademarks, service marks or logos of their respective owners.

The following statement should appear on any authorised copy of all or part of the Material of the Site: ***"COPYRIGHT 2021 – HERBALIFE INTERNATIONAL SOUTH AFRICA LIMITED – ALL RIGHTS RESERVED"***.

10. 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, subject to Section 16 of this Agreement, for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your membership as a Distributor or Preferred Customer, 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 by using your name in whole or in part or by any other means. We may, in our sole discretion, and at any time, with or without notice, terminate your access and suspend or withdraw your membership, for any reason or no reason at all.

11. IDEA SUBMISSIONS

We are pleased to hear from users and welcome your comments regarding Herbalife'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 and non-proprietary in each instance.

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 or your consent 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 the 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, subject to Section 16 of this Agreement, 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. Finally, you acknowledge that, with respect to any claim you may have relating to or arising out of an actual or alleged exploitation or use of any material you submit to the Site and/or us, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in legal proceedings, subject to Section 16 of this Agreement.

12. COPYRIGHTS AND COPYRIGHT AGENT

Community Content may be protected by copyright, trademark, and/or other laws of the United States and other countries.

Herbalife respects the intellectual property of others and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act, Herbalife has designated a Copyright

Agent to receive notice of claims of copyright infringement on the Site. Herbalife's Copyright Agent may be reached at dmca@herbalife.com.

If you believe that any Community Content infringes the copyright in a work that is owned or controlled by you or if you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide Herbalife's Copyright Agent the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- The exact URL or a description reasonably sufficient to permit Herbalife to locate where the alleged infringing material is located on the Site;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law and does not qualify as fair use;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

13. 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.

14. 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 third party sites, the Internet including other World Wide Websites to which the Site may be linked or 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.

In addition, you are responsible for taking the precautions necessary to prevent any infection from the Site, in particular by one or more computer viruses, Trojan horses or any other "parasite".

External third party sites may include hypertext links to the Site. Any such links should not be created without the express prior consent of Herbalife. In any case, Herbalife is not in any way liable for the non-availability of such sites, does not scrutinise, check or approve them and is not

responsible for the contents, advertising, products or other components available on or via those third party sites.

15. ERRORS

Although we attempt to maintain the integrity of the Site and other Offerings, we make no guarantee as to the accuracy, timeliness or completeness of the Site or other Offerings. If you believe that you have discovered an error in the Site or other Offerings, please contact us at 866-617-4273 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.

16. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED ON IT ARE DISTRIBUTED ON A "AS IS, AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS 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, QUALITY, ACCURACY, AVAILABILITY 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.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES"), TO THE EXTENT PERMISSIBLE BY LAW, ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN DELICT, 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 OR ANY OTHER MATTER RELATING TO THE SITE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN SEVEN HUNDRED RAND. 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 Offering and/or the 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. 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. We shall therefore not be liable for any loss or damage of whatsoever nature suffered by the User as a result of any interruptions to the availability of the Site that are beyond the control of the Herbalife.

BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

17. INDEMNIFICATION

BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES 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 OR ANY LEGAL PROCEEDINGS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP OR DISTRIBUTORSHIP 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 THE COMPANY'S DEFENCE OF ANY CLAIM. THE COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO SECTION 16 OF THIS AGREEMENT.

18. TERMINATION; MODIFICATION

We will determine, subject to Section 16 of this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions, suspension or the termination of 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. This suspension or termination may delete information, files, and other previously available content. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorized officer of Herbalife. We reserve the right to modify or discontinue this Site, the Offerings, or any portion thereof (including, without limitation, any particular Web Property that resides on the Bizwork Platform) temporarily or permanently without notice to you or any third party. On account of any change to the Site or the Offerings, or any suspension or termination of the User's access thereto, the Company will have no liability towards the User.

Upon termination of your membership, distributorship, or access to the Site, or upon demand by Herbalife, 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.

The User may cancel his/her Distributorship or Membership, and subsequently this Agreement, at any time by selecting to deactivate his/her account in the settings page or contacting customer service at +27 11 554 1000.

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

20. CHOICE OF LAW AND VENUE

The laws of the Republic of South Africa apply to this Agreement and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. You hereby consent and submit to the exclusive personal jurisdiction and venue of the High Court of South Africa for any cause of action relating to or arising under this Agreement or the Site. This Section 20 applies subject to the provisions of Section 16 of this Agreement.

21. CONTACT US

If you have any questions, comments or concerns about our Site, any Offerings or this Agreement, you may contact us at +27 11 554 1000.