

TERMS OF USE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS WEB SITE OR ANY OTHER HERBALIFE WEB SITE(S) OR PURCHASING ANY PRODUCT OR SERVICES FROM HERBALIFE.

This Agreement (the "Agreement") is made between Herbalife International of America, a Nevada corporation (the "Company," "we" or "us") and you. This Agreement sets forth the legal terms and conditions for your use of this web site and any other Herbalife web site(s) and for your purchase and/or use of any Herbalife goods, services or in connection with the Herbalife business opportunity (collectively referred to hereinafter as, "Offerings"). This Agreement also provides information on how to become a Herbalife Distributor.

Your use of Herbalife's web site(s), including all web pages (collectively, the "Site") and all information, data, text, software, information, images, sounds or other materials (collectively, the "Content") contained therein, or your use or purchase of any other Offerings confirms your acceptance of this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement.

If you are dissatisfied with the Site or other Offerings, your sole and exclusive remedy is to stop using the Site or other Offerings, except as otherwise expressly stated in section Six of this Agreement (Herbalife Customer Guarantee).

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 or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.

Any changes to this Agreement will be effective immediately upon notice, which may be provided to you via e-mail or by display on the Site (hereinafter, "Notice"). Your use of the Site or other Offerings after such Notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with its most current version.

The Site or other 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 other 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 have no liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software.

3. ELIGIBILITY

You represent and warrant that you are at least 18 years old. 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. HERBALIFE INDEPENDENT DISTRIBUTORS

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 an Independent Distributor. If, however, you are interested in becoming an Herbalife Independent Distributor, please call Herbalife at 1-866-866-4744.

5. HERBALIFE INDEPENDENT DISTRIBUTOR WEB SITES

Herbalife Independent Distributors may have their own Internet web sites. It is the sole responsibility of each Independent Distributor to ensure that its web site content is accurate and that it fully complies with all Herbalife rules, policies and procedures, including without limitation, Herbalife's Rules of Conduct & Distributor Policies, Herbalife's U.S. Internet, Mail Order and Lead Generation Regulations, and all applicable federal and state rules and regulations. HERBALIFE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO INDEPENDENT DISTRIBUTOR WEBSITES.

6. HERBALIFE CUSTOMER GUARANTEE

Herbalife guarantees the quality of any product which carries the Herbalife name and certifies that the products manufactured for it meet high standards of freshness and purity for customer use. We are confident that our customers will find our products satisfactory in every way. However, if for any reason, a retail customer is not completely satisfied with any Herbalife product purchased from an Herbalife Distributor, the customer may request a refund from the Distributor within thirty (30) days from the date the customer receives the product. (Customers residing in Wyoming may exceed the 30-day refund period.) The customer will be instructed to return the product, or the unused portion thereof, to the Distributor from whom the customer purchased the product. The Distributor must offer the customer a full credit toward the purchase of other Herbalife products or a full refund of

the purchase price. This guarantee is limited only by the terms of certain specific warranties attached to or packaged with certain products and does not apply to any product intentionally damaged or misused.

7. YOUR INFORMATION AND YOUR PRIVACY

If you provide information to the Site, you agree to provide accurate, current and complete information about you where requested and you agree to maintain and update such information as appropriate. Pursuant to our privacy policy, we may disclose any information about you that we collect through the Site or otherwise to third parties. For more information, please see our full Privacy Policy. Any changes to the Privacy Policy will be effective immediately upon Notice. Your use of the Site or other Offerings after such Notice will be deemed acceptance of such changes. Be sure to review the privacy policy periodically to ensure your familiarity with its most current version.

8. USER CONDUCT

You are responsible for any and all Content that you send to us.

You may not use the Site or other Offerings or any information that you get from the Site or other Offerings to:

interfere with any other user's use of the Site or other Offerings;

conduct any unlawful activity;

intentionally solicit or harm minors in any way;

misrepresent your own identity or any affiliation that you may have;

modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or other Offerings;

alter or remove any copyright, trademark or other proprietary rights notices;

"frame", "mirror" or "deep link" any part of the Site or other Offerings without our prior written authorization; or

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.

9. 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 not to transmit to any person or entity:

any Content that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, harmful, harassing, tortuous, 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 SO THAT WE MAY TAKE APPROPRIATE ACTION.

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 by using the service of another provider, remailer service or otherwise.

10. OUR PROPRIETARY RIGHTS

The Site and other Offerings and software used with the Site and other Offerings contain information that is protected by copyrights, trademarks, trade secret laws, service marks, patents and/or other proprietary rights and laws (collectively, "Intellectual Property Laws"). In addition, the Content contained within the Site or other Offerings or in sponsor advertisements, in information presented to you through the Site or other Offerings or in information presented to you by advertisers is protected by Intellectual Property Laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site or other Offerings, in whole or in part, unless authorized by us, in writing, to do so.

11. OWNERSHIP AND RESTRICTIONS ON USE

©2003 Herbalife International of America, All Rights Reserved. Herbalife International of America owns and operates the Site and/or other Offerings in conjunction with others pursuant to contractual arrangements. You may not copy, reproduce, republish, upload, post, transmit or distribute materials from the Site or other Offerings in any way without our prior written permission. You may not modify any materials contained within the Site or other Offerings nor use any materials for any other purpose. You acknowledge that you do not acquire any ownership rights in any intellectual property through your use of the Site or other Offerings.

We grant you a limited, non-exclusive, non-transferable, non-assignable license to use the Content on the Site solely for the purpose of viewing the Site or other Offerings in the course of using the Internet. Subject to the foregoing license, you may not make a temporary or permanent copy of the Site or other Offerings or any Content, on any media or for any purpose whatsoever. We do not transfer the title to any Content to you. We retain all right, title and interest in all Content. You may not sell, resell, decompile, reverse engineer, disassemble or otherwise translate any of the software portions of the Site or other Offerings to a human-readable form. You may not transfer any portion of the Site or other Offerings to any third party.

Herbalife, our logo, and the name of the products produced, marketed, sold or distributed by the Company, 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 or other Offerings are the trademarks, service marks or logos of their respective owners.

12. IDEA SUBMISSIONS

If you submit any ideas, suggestions or testimonials to us, we have the right to use your submission without charge in any manner that we deem appropriate, including posting on the Internet. You may only post ideas and material to this Site if you have obtained appropriate copyright and other permission to post such materials and to permit us to use such material without restriction. You agree that you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

13. TESTIMONIALS

The people giving product or business opportunity testimonials on our Site or other Offerings reflect the actual experience of each individual, are anecdotal only, and may be atypical.

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. Since we do not have any control over third party web sites or resources, we cannot be held responsible or liable for any Content, or for your reliance on any Content, found on such third party web sites or resources.

15. ERRORS

Although we attempt to maintain the integrity of the Site and other Offerings, 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 or other Offerings, please contact us at 866-866-4744 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

By using the Site or other Offerings, you expressly agree that:

The Site and other Offerings are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, except as expressly noted in the section of this Agreement entitled Herbalife Customer Guarantee.

We do not make any warranty that (i) the Site or Offerings will meet your requirements; (ii) the Site or other Offerings will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the Site or other Offerings will be accurate or reliable; or (iv) any errors in the Site or other Offerings will be corrected.

Your use of the Site or other Offerings is at your sole risk. Advice, statements or opinions should not be relied upon when making important personal, medical, legal or financial decisions. You should consult a professional to obtain specific advice appropriate to your circumstances. You are solely responsible for any damage to you or to any third party caused, directly or indirectly, by any material that you download or obtain through the Site or other Offerings. We may not be held liable for any damages or harm attributable to viruses or other destructive materials.

We make no representations or warranties regarding Independent Distributor web sites, including warranties of merchantability or fitness of purpose. You should not rely on any representations or warranties contained on any Independent Distributor web sites.

The Company must approve any additional warranties in writing.

You agree not to hold us, our officers, directors, employees, agents, designees, representatives, Independent Distributors, or our suppliers liable for any direct, indirect, incidental, special, consequential or exemplary damages (including, for example, damages for loss of profits, loss of goodwill, and loss of data), even if we have been advised that such losses may occur, which result from:

- your inability to access your registration data at any time;
- your participation as an Herbalife Independent Distributor;
- your use or inability to use the Site or your purchase or use of other Offerings;
- unauthorized access to or alteration of your transmissions or data; or
- the acts of any third party related to the Site or other Offerings.

You hereby waive any claims with respect thereto, whether based on contractual, tort or other grounds, even if we have been advised of the possibility of such damages. Depending on the applicable jurisdiction, some of the limitations contained in this Section may not apply to you.

17. INDEMNIFICATION

You agree to indemnify, defend and hold us, our officers, directors, employees, agents, designees, Independent Distributors and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or in any way related to:

your acts or omissions in connection with the Site or other Offerings;

the acts or omissions of any person in connection with the Site or other Offerings using your account;

your purchase or use of the Site or other Offerings and the purchase or use of the Site or other Offerings by any person using your account;

breach of any provision of this Agreement;

any allegation that any materials submitted to us, transmitted to us or through the Site or other Offerings infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or

violation of the rights of any party, including without limitation any claims of libel, defamation, violation of rights of publicity, trespass, and infringement of intellectual property or other proprietary rights.

If we make a claim for indemnification, you agree to seek and receive written permission from us before agreeing to settle any claim or action.

18. TERMINATION; MODIFICATION

At any time and for any reason, we may terminate your use of and access to the Site or other Offerings. At any time and for any reason, we may modify or discontinue providing the Site or other Offerings, or any part thereof, with or without notice to you. No notice is required to effect any termination right of any party. You shall not hold us responsible or liable for any direct, indirect, incidental, special, consequential or exemplary damages due to our modification or discontinuation of the Site or other Offerings or our termination of your access to the Site or other Offerings.

19. UNITED STATES LAW

If you choose to access the Site or other Offerings from locations outside of the United States, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

All software used on the Site or other Offerings is subject to U.S. export controls. No such software may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of)

Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area or jurisdiction at any time.

20. MISCELLANEOUS

The laws of the State of California apply to this Agreement (without regard to California's conflict of law principles). Any dispute between you and us must be brought before state or federal courts located in Los Angeles County, California. If a court finds a portion of this Agreement unenforceable, the rest of this Agreement will continue to apply. This is the entire Agreement between you and us relating to the Site or other Offerings and this Agreement replaces all prior written or oral agreements that may have existed between us. You cannot transfer your rights or obligations under this Agreement to anyone without our written permission. Our failure to enforce any provision of this Agreement does not waive our right to enforce the same provision in the future. The headings contained in this Agreement are for informational purposes only, but are not, themselves, enforceable provisions of this Agreement.

Last Revised on July 29, 2003.

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