

Nutrition Club Directory – Terms & Conditions, effective November 2nd 2021

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COMPANY makes every reasonable effort to properly update our site with an accurate list of businesses/locations (MERCHANT). However, COMPANY is not responsible for any errors, omissions related to the list of MERCHANTS. Should you determine that MERCHANT information on our site is inaccurate, we encourage you to submit an update or request via our Contact Us form on our website.

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COMPANY does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <http://www.nutritionclubdirectory.com> only with permission of a parent or guardian.

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By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

COMPANY has no obligation to monitor the Communication Services. However, COMPANY reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. COMPANY reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

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You will be able to connect your COMPANY account to third party accounts. By connecting your COMPANY account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

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Indemnification

You agree to indemnify, defend and hold harmless COMPANY, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the site, services, or PROGRAM, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. COMPANY reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with COMPANY in asserting any available defenses.

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Termination/access restriction

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and COMPANY as a result of this agreement or use of the site. COMPANY's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of COMPANY's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by COMPANY with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and COMPANY with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and COMPANY with respect to the site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

COMPANY reserves the right to change these TERMS from time to time as it sees fit and your continued use of the site and/or our PROGRAM will signify your acceptance of any adjustment to these TERMS. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. Any changes to our privacy policy and/or TERMS will be posted on our web site 30

days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

COMPANY reserves the right, in its sole discretion, to change the TERMS under which <http://www.nutritionclubdirectory.com> is offered. The most current version of the TERMS will supersede all previous versions. COMPANY encourages you to periodically review the Terms to stay informed of our updates. COMPANY is not affiliated in any way with Herbalife or Herbalife Distributors, nor is anyone on our staff a distributor of Herbalife. We do not sell Herbalife products and we do not capture leads for Herbalife or any Herbalife Distributor. We simply aggregate publicly available information, no different than any other online directory.

Contact Us

COMPANY welcomes your questions or comments regarding the TERMS:

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Effective as of February 1, 2022