TERMS AND CONDITIONS OF USE
OWNERSHIP OF SITE; AGREEMENT TO TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Terms of Use") apply to the Fitness Intel Team web site located at www.fitnessintelteam.com and all associated web sites linked to www.fitnessintelteam.com (collectively, the "Site") by Optimum Nutrition ("ON"), Bio-Engineered Supplements & Nutrition ("BSN"), American Bodybuilding ("ABB"), Isopure and trusource , and its parents, subsidiaries, and/or affiliates (collectively, "the Company"). The Site is the property of the Company. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE. The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, the Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

CONTENT AND TRADEMARKS

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the Site (collectively, "Content") is owned, controlled or licensed by or to the Company and is protected by trade dress, copyright, patent and trademark laws and various other intellectual property rights and unfair competition laws.

Certain trademarks, trade names, service marks and logos used or displayed on the Site are registered and unregistered trademarks, trade names and service marks of the Company and its affiliates, and other trademarks, trade names and service marks used or displayed on the Site are the registered and unregistered trademarks, trade names and service marks of their respective owners (collectively, "Trademarks"). Nothing in these Terms of Use or otherwise provided on the Site grants or should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Trademarks without express prior written consent of the Company or such other owner. Neither the Company's name nor any of the Trademarks may be used in any way, including but not limited to any advertising or publicity regarding distribution of materials on the Site, without the Company's prior written

consent. Without limiting the generality of the foregoing, the Company prohibits the use of its name or any Trademarks as a link to any website unless such link is approved in advance by the Company in writing.

PERMITTED USE OF THE SITE AND CONTENT

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be used, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way, including mirroring, to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise without the Company's express prior written consent. You may use information on the Company's products and services that is purposely made available by the Company for downloading from the Site, provided that you (i) do not remove any proprietary notice language in all copies of such documents; (ii) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (iii) make no modifications to any such information, and (iv) do not make any additional representations or warranties relating to such information.

VIRUSES, HACKING AND OTHER OFFENSES

You must not misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit a criminal offense. The Company will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or your downloading any material posted on the Site or any third-party website linked to the Site.

USER CONTENT

From time to time, the Company may provide interactive services on the Site, including but not limited to chat rooms, bulletin boards, blogs and forums. The Company disclaims any obligation to oversee, monitor or moderate any interactive services provided on the Site, and in no event shall the Company be liable for any loss or damage arising from the use of any interactive service by a user in contravention with the

Company's content standards. If you post any content to the Site, you hereby grant the Company and its affiliates and licensees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute such content and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You grant the Company and its affiliates and licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant the foregoing license without infringing or violating the rights of any third party; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify the Company for all claims resulting from the content you supply. The Company has the right but not the obligation to monitor and edit or remove any activity or content. The Company takes no responsibility and assumes no liability for any content posted by you or any third party.

USER CONTENT STANDARDS

The following standards apply to any and all material which you contribute to the Site ("Contributions") and to any associated interactive services:

- Contributions must:
    - Be accurate (when they state facts);
    - Be genuinely held (when they state opinions); and
    - Comply with applicable laws in the United States of America and in any country from which they are posted.
- Contributions must not:
    - Contain any material that is defamatory, obscene, offensive, hateful or inflammatory;
    - Promote violence or any illegal activity;
    - Infringe any copyright, trademark, or other intellectual property right of any other person;
    - Be made in breach of any legal duty owed to any other person, such as a contractual or other duty of confidence;
    - Abuse or invade another person's privacy or cause annoyance, inconvenience or needless anxiety;
    - Be used to impersonate any person or misrepresent your identity or affiliation with any person; or

    - Give the impression that they emanate from the Company, if that is not the case.

The Company will determine, in its sole discretion, whether there has been a breach of these content standards through your use of the Site. When the Company determines that a breach has occurred, the Company may take such action as it deems appropriate, including but not limited to one or more of the following:

- Immediate, temporary or permanent withdrawal of your right to use the Site;
- Immediate, temporary or permanent removal of any Contribution by you;
- Legal proceedings against you for reimbursement of all costs (including but not limited to administrative and legal costs) incurred by the Company resulting from the breach; and
- Disclosure of such information to law enforcement authorities as the Company deems reasonably necessary.

In no event shall the Company be liable for any actions taken in response to any breach of these content standards.

OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply specific portions or features of the Site, including contests, promotions or other similar features, all of which are made a part of these Terms of Use by this reference. You shall abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service. The Company's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements. The Company may make changes to any products or services offered on the Site at any time without notice. The materials on the Site with respect to products and services may be out of date, and the Company makes no commitment to update the materials on the Site with respect to such products and services except as required by applicable law.

Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. The Company makes reasonable efforts to accurately display the attributes of products,

including the applicable colors; however, the actual color you see will depend on your computer system, and the Company cannot guarantee that your computer will accurately display such colors.

HEALTH RELATED INFORMATION

Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease. You should read carefully all product labels and packaging prior to use. Information available on or through the Site is not meant to substitute the advice provided by your doctor or other health care professional. You should not use the information available on or through the Site, including but not limited to information that may be provided by healthcare or nutrition professionals, for diagnosing or treating a health condition or disease.

ACCOUNTS, PASSWORDS AND SECURITY

Certain features or services offered on or through the Site may require you to open an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account. You shall notify the Company immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the Company or any other user of or visitor to the Site due to someone else using your account as a result of your failing to keep your account information secure and confidential. You may not use anyone else's account at any time without the express permission and consent of the holder of that account. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

PRIVACY

Your use of the Site and any information provided by you or gathered by the Company or third parties during any visit to or use of the Site is governed by the Company's Privacy Policy, which is incorporated by this reference. You agree to the Company's collection, use and sharing of your information as set forth in the Privacy Policy.

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information that you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

LINKS TO THE SITE

The Company prohibits the creation or maintenance of any link from another website to the Site or any portion thereof without the Company's prior written consent. Similarly, the Company prohibits the running or displaying of this Site or any Content in frames or through similar means on another website without the Company's prior written permission. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

LINKS TO OTHER SITES

This Site may contain links to other independent third-party web sites (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Company's control, and the Company is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

DISCLAIMERS

THE COMPANY DOES NOT PROMISE THAT THE SITE OR ANY CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SITE AND ANY PRODUCTS OR SERVICES LISTED OR PURCHASED ON OR THROUGH THE SITE. THE COMPANY FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. YOU ASSUME TOTAL RESPONBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. IN THE EVENT OF ANY PROBLEM WITH THE SITE, YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THESE LIMITATIONS OF RELIEF ARE A PART OF THE BARGAIN BETWEEN THE PARTIES.

The Company reserves the right to do any of the following, at any time, without notice: (i) modify, suspend or terminate operation of or access to the Site or any portion of the Site; (ii) modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (iii) interrupt the operation of the Site, or

any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

LIMITATION OF LIABILITY

Except where prohibited by law, in no event will the Company be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if the Company has been advised of the possibility of such damage.

INDEMNITY

You agree to defend, indemnify and hold the Company, and its officers, directors, predecessors, successors, employees, agents, subsidiaries and affiliates, harmless from any loss, liability, or expenses (including attorneys' fees), relating in whole or in part to any claims or demands made against the Company by any third party due to or arising out of or in connection with your use of the Site or violation of these Terms of Use.

VIOLATION OF TERMS OF USE

The Company may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if it determines that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. Any violation by you of these Terms of Use will constitute an unlawful and unfair business practice and will cause irreparable harm to the Company for which monetary damages would be inadequate. You consent to the Company obtaining any injunctive or equitable relief should the Company deem such action to be necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity.

If the Company takes any legal action against you as a result of your violation of these Terms of Use, the Company will be entitled to recover from you, and you shall pay, all reasonable attorneys' fees and costs of such action in addition to any other relief granted to the Company. Under no circumstance will the Company be liable to you or any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

DISPUTES; ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY; GOVERNING LAW; JURISDICTION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH THE COMPANY, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Applicability of Arbitration Agreement.

Any dispute or claim relating in any way to your use of the Site or to any products or services sold or distributed by the Company through the Site that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms set forth below, except that you and the Company are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

b. Arbitration Rules.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with these Terms of Use ("Arbitration Rules"). The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. dollars (US $10,000.00) or more, the right to a hearing and the location of any such hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. Additional Rules for Non-appearance Based Arbitration.

If nonappearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the

party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

d. Authority of the Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

e. Waiver of Jury Trial.

You and the Company hereby waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **you and the Company waive all rights to a jury trial,** instead electing that the dispute be resolved by a judge.

f. Waiver of Class or Consolidated Actions

All claims and disputes within the scope of this agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

g. Confidentiality.

No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. Notwithstanding the foregoing, no party shall be

prevented from submitting to a court of law any information necessary to enforce this agreement to arbitrate, to enforce an arbitration award, or to seek injunctive or equitable relief.

h. Small Claims Court.

Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

i. Courts.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree that such disputes shall be governed by the laws of the United States and by the laws of the State of Illinois without regard to conflict of law principles. You consent to submit to the personal jurisdiction by and venue in the state and federal courts located in DuPage County, Illinois, and waive any objection to such jurisdiction or venue.

j. Survival.

This Arbitration Agreement will survive the termination of your relationship with the Company.

VOID WHERE PROHIBITED

The Company administers and operates the Site from its location in Downers Grove, Illinois USA. Other Company sites may be administered and operated from various locations outside the United States. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

MISCELLANEOUS

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire

agreement between you and the Company with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and the Company with respect to such use are hereby superseded and cancelled. The Company will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. The Company's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by the Company of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between the Company and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

FEEDBACK AND INFORMATION

Any feedback you provide at the Site shall be deemed to be non-confidential. The Company shall be free to use such information on an unrestricted basis. The information contained in the Site is subject to change without notice.

LAST UPDATED: April, 2016.