

TERMS AND CONDITIONS

This Agreement, including the Advertising and Promotion Guidelines and the description of the Bodybuilding.com Affiliate Program provided through the Network(s) (defined below) on Bodybuilding.com's Information Page (collectively the "Agreement") is a legally binding agreement between Bodybuilding.com, LLC ("Bodybuilding.com"), and each of its participating Affiliates. BY REGISTERING FOR AND PARTICIPATING IN THE BODYBUILDING.COM AFFILIATE PROGRAM (THE "PROGRAM"), YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT. By checking or clicking the "Accept" or similar language box below, you agree that the effective date of this Agreement is the date on which you check such box below.

Once you are accepted into the Program, your participation in the Program is governed by this Agreement. Even after you are accepted into the Program, we may terminate this Agreement and your participation in the Program for any reason or no reason at any time. In addition, we may terminate this Agreement and your participation in the Program immediately if we determine that you or your Site (as defined below) violates any terms of this Agreement.

I. Your Obligations.

- 1. Eligibility.** To be eligible to be a Bodybuilding.com Affiliate, you must be at least eighteen (18) years of age or the age of majority in your place of residence; operate a website, mobile application, social networking page, or subscription newsletters ("Site"); be a member of one of the third-party networks through which Bodybuilding.com manages its affiliate program (the "Network(s)"); be approved by Bodybuilding.com; and your Site must not: (a) mislead others, contain false source-identifying information, contain or transmit any malicious or unsolicited software or engage in spamming or indiscriminate advertising; (b) contain or promote any content that is libelous, defamatory, obscene, abusive, pornographic, violent, indecent, threatening, harassing, deceptive, threatening, bigoted, hate-oriented, targeted at persons under the age of 18, violates or infringes other people's intellectual property, privacy, publicity, or other laws or legal rights of any third party, or offers any illegal good or service; (c) engage in the sale or promotion of pornography, tobacco, firearms, alcoholic beverages, gambling, or any illegal activity, or (d) have previously been terminated from the Program. Additionally, your Site must not promote or link to other websites that do any of the foregoing. You remain solely responsible for the content of your Site and its compliance with all applicable laws and regulations. By opting-in to this Agreement, you affirm that you are at least 18 years of age or the age of majority in your place of residence, and are fully able and competent to enter into, abide by, and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.
- 2. Advertisements.** You may only use the banner advertisements, button links, product information, Bodybuilding.com logos and text links to the Bodybuilding.com website (or any mirror or successor site) ("Bodybuilding.com Site") and/or other advertisements promoting Bodybuilding.com products and events ("Advertisements") that are provided to you by Bodybuilding.com through the Network(s). You may not modify the Advertisements without Bodybuilding.com's prior written consent. You may not include price information in your descriptions unless provided to you and approved by Bodybuilding.com. Each link connecting users of your Site to the Bodybuilding.com Site shall not alter the look, feel, or functionality of the Bodybuilding.com Site. Affiliates that create or generate their own creative materials in an effort to promote Bodybuilding.com through the Program must get Bodybuilding.com's written approval of all such materials prior to publishing.

3. Placement of Advertisements. You must follow the attached Advertising and Promotion Guidelines and any subsequent instructions provided by Bodybuilding.com in placing Advertisements on your Site. Except as provided in this Agreement, you will have discretion to place Advertisements in areas of your Site at times and with the frequency as you deem appropriate.
- II. **Prohibited Activities.** You shall not undertake or engage in the following practices. Any violation of this Section shall be deemed a material breach of this Agreement
1. **Use of Bodybuilding.com Marks.** Affiliates shall not: (1) make any representations, either express or implied, or create an appearance that a visitor to your Site is visiting the Bodybuilding.com Site (e.g., "framing" the Bodybuilding.com Site); or (2) use any mark, name, or domain name of any type which is confusingly similar to "Bodybuilding.com" or other Bodybuilding.com trademarks.
 2. **Paid Search Marketing.** Bidding on trademark keywords (e.g., Bodybuilding.com, Bodybuilders.com, TeenBodybuilding.com, and/or BodySpace) or any variations, adaptations or misspellings is prohibited. This includes any trademarked keyword in combination with any other words or symbols. Bidding on "Bodybuilding Coupon(s)" or any match type is prohibited. Direct linking and forced redirects to Bodybuilding.com are prohibited when performing search engine marketing. Affiliates must direct traffic to their own landing page from within paid search. Affiliate shall not solicit or target users who access the Bodybuilding.com Site from your Site with any promotions or offerings of goods or services that compete with the goods or services that we offer; provided that the foregoing limitations will not prohibit you from soliciting or targeting a group of all, or substantially all, users who access your Site.
 3. **Linking to Bodybuilding.com.** Affiliates that use link shorteners must have their link shortening method approved by Bodybuilding.com before use. The following link shortening services are approved:
 - Bitly
 - Goo.gl
 - T.co
 - TinyURLBeyond link shortening, any type of link cloaking is prohibited. Affiliates that fail to provide accurate referring domains upon request from Bodybuilding.com will be subject to commission reversal and removal from the Bodybuilding.com affiliate network.
 4. **Coupon/Deal Marketing.** Posting of non-affiliate order level coupons by affiliates is prohibited without prior written consent from Bodybuilding.com. Coupons and deals found on the Networks or those being promoted directly on a Bodybuilding.com product page or brand guide are allowed. User generated content that contains unauthorized coupon codes is not allowed to appear on any page where an affiliate link to Bodybuilding.com is present. Affiliates found promoting any unauthorized coupon codes will be subject to a reversal of ALL commissions for the given period. Attaching your tracking link to any post, group page, blog, forum, or any other service or site, that shares unauthorized coupon codes is prohibited. We have the right to reverse any and all commissions.
 5. **Site Usage.** Affiliates are prohibited from using Bodybuilding.com's property, including, but not limited to, BodySpace, Bodybuilding.com's Forum, Bodybuilding.com's Facebook wall, Bodybuilding.com Supplement Reviews and Bodybuilding.com's Article Comments feature, to direct traffic to websites, Facebook page names, Facebook advertising campaigns, and Twitter accounts which the affiliate owns or where the affiliate has placed affiliate links back to Bodybuilding.com. Affiliate shall not use or otherwise incorporate the word Bodybuilding.com or variations thereof in the domain name(s) of your website(s). Due to system constraints, affiliates shall not drive traffic to BodyBlogs.

6. **Banner Creative.** Affiliates shall not alter any promotional materials provided by Bodybuilding.com or use other promotional materials or language without first receiving written authorization from Bodybuilding.com. Affiliates that generate their own creative materials in an effort to promote Bodybuilding.com must get Bodybuilding.com's written approval of all such materials prior to publishing.
 7. **Ordering.** Using an affiliate account for the purpose of placing orders for your personal use is prohibited.
 8. **Spam and Electronic Messages.** Affiliate shall not send commercial electronic mail messages as defined in the new Federal spam law, the CAN-SPAM Act of 2003, and similar county-specific acts (collectively, the "Acts"), with respect to Bodybuilding.com's Affiliate Program. For clarification, this does not prohibit Publisher from sending transactional or relationship messages as defined in the Acts. In addition, Affiliate may not send any e-mail that refers to Bodybuilding.com, advertises any Bodybuilding.com product, or links to the Bodybuilding.com Site unless the content referring to Bodybuilding.com has been provided to you by Bodybuilding.com or been approved in accordance with section II.E. above. Except as expressly authorized by Bodybuilding.com, any and all electronic messages initiated or sent by Affiliate or on Affiliate's behalf must identify Affiliate as the sender and may not suggest, imply, mislead, or be likely to mislead a recipient into believing that a Bodybuilding.com site is the sender or sponsor of, or has induced Affiliate to send, such electronic messages. Affiliate shall not use a return address, subject heading, header information, or message contents that misleads or confuses or is likely to mislead or confuse a recipient that Bodybuilding.com is the sender.
 9. **Privacy Policy.** You will develop and maintain a privacy policy which shall accurately describe the information collection, storage, sharing, and use practices of your Site, including but not limited to, the type of information collected, how the information is collected and used, and with whom the information is shared. Your Site must have a prominent link to your privacy policy.
 10. **Public Announcement.** You may not mention Bodybuilding.com in a press release or other public statement (other than the Advertisements) unless you have received prior written approval from Bodybuilding.com.
- III. **Bodybuilding.com's Responsibilities.**
1. **Advertisements.** We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the accuracy of prices or availability of products contained in the Advertisements.
 2. **Product Orders.** We have the right to accept or reject for any reason any order for products at the Bodybuilding.com Site. Due to possible foreign shipping delays and customs regulations, any order made outside of the United States will automatically be extended to ensure proper payment, fulfillment, and delivery of the order. We do not pay commissions on any wholesale orders. All large orders are audited internally and subject to reversal if such action is deemed appropriate, at our sole discretion. Please reach out to support@bodybuilding.com for more information regarding placing a wholesale order.
 3. **Credit Card Customers.** Visitors (as defined below) who purchase products or register at the Bodybuilding.com Site will be deemed to be customers of Bodybuilding.com. Accordingly, all of Bodybuilding.com's rules, policies, and operating procedures concerning customer service, charges, and fees will apply to those customers. We may change Bodybuilding.com's policies and operating procedures at any time. We will be solely responsible for all aspects of processing and fulfillment of product orders, including payment processing, shipping, cancellations, and related customer service.
- IV. **Compensation.**

1. **Commission Structures.** Affiliate commission terms are under continuous review and are subject to change at the discretion of Bodybuilding.com. Bodybuilding.com reserves the right to remove an affiliate from the Bodybuilding.com affiliate network at any time for any reason.
2. **Certain Definitions.** As used herein: A "Visitor" means any person, other than you, your employees or agents or any minor, who accesses the Bodybuilding.com Site

A "Visitor Transaction" means a visit made to the Bodybuilding.com Site by a Visitor who accesses the Bodybuilding.com Site directly by clicking on a button or link to the Bodybuilding.com Site that is contained in Bodybuilding.com's Advertisements displayed on your Site.

"Net Sales" means the total net retail dollar amount actually received by Bodybuilding.com from Visitor Transactions for goods that are ordered, paid for, delivered, accepted and not returned, excluding any discounts, returns, chargebacks, bad debts, taxes, shipping and handling charges, and insurance.

3. **Payment Disputes.** You must raise all compensation disputes within sixty (60) days of the date the applicable order is placed. If you dispute a compensation payment, or non-payment, in excess of sixty (60) days from the date on which the applicable order was placed, Bodybuilding.com has no obligation to make any such compensation payment on such order.
4. **Returns, Cancelations, Non-Shipment.** Bodybuilding.com reserves the right to reverse compensation payments for orders that have been returned, canceled, or not shipped within sixty (60) days of the initial purchase date.

V. **Intellectual Property.**

1. **Non-Exclusive Consent to Use Bodybuilding.com Logos and Trademarks.** Solely for purposes of this Agreement, Bodybuilding.com hereby grants to Affiliate, and Affiliate hereby accepts, a non-exclusive, revocable, worldwide right to use Bodybuilding.com's name and logo in connection with the display of advertising content on Affiliate's Site. You agree that all intellectual property rights created in conjunction with the Program, including, without limitation, all copyrights, trademarks, and trade dress related to any promotional or advertising materials vest in and are owned exclusively by Bodybuilding.com in perpetuity and such ownership will survive the expiration or termination of this Agreement. Affiliate shall execute and deliver any documents and take any action required to confirm assignment to Bodybuilding.com of any intellectual property rights not otherwise vested in Bodybuilding.com, including any rights vested in third parties for promotional or advertising materials. Any content created under or in relation to this Agreement will be considered work made for hire. Affiliate shall not have the right to sublicense or assign the rights granted to Affiliate under this Agreement.

By posting or submitting content via the Network services, this Network website, or directly to Bodybuilding.com, you grant Bodybuilding.com and the Network, as well as each user of the Network website and/or Network services, including their respective affiliates and licensees, a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sublicense (through multiple tiers), to access, use, copy, publicly perform, digitally perform, publicly display, or otherwise exhibit and distribute (through multiple tiers) such contributed content, and to transmit, sell, modify, create derivative works from, and/or to incorporate such contributed content into other works in any form, medium or technology, whether now known or hereafter developed, in each case, for any purpose whatsoever, commercial or otherwise, without compensation to you or any third party. You agree to waive any moral rights that you may have to your contributed content.

The content that you submit is deemed non-confidential and neither Bodybuilding.com, the

Network(s), nor any user of the Network website and/or Network services has any obligation to maintain the confidentiality of any content.

For a complete description of how Bodybuilding.com and the applicable Network will use and protect your personal information, see each company's respective Privacy Policies. If you object to your information being transferred or used in this way, please do not use our services and do not post, publish, or submit any content. You represent and warrant to Bodybuilding.com and the Network(s) that you have the full legal right, power, and authority to grant to Bodybuilding.com and the Network(s) the rights and license provided for herein, that you own or control the complete exhibition and other rights to the content you submitted for the purposes contemplated in this license. You represent and warrant to Bodybuilding.com and the Network(s) that you will not contribute any content that: (a) infringes, violates, or otherwise interferes with any intellectual property right of another party; (b) reveals any trade secret, unless you own the trade secret or have the owner's permission to reveal it; (c) infringes on the privacy or publicity rights of another; (d) is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive, or otherwise violates any law or right of any third party; or (e) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information.

You are solely responsible for any content that you submit. You may be held legally liable for the content that you submit and may be held legally liable if your submissions include, for example, defamatory comments or material protected by copyright, trademark, patent, trade secret law, or other proprietary right without permission of the author or owner.

Bodybuilding.com and the Networks (and users of the Networks Services) are not obligated to use any Content submitted by you in any manner.

2. **Non-Exclusive Limited License and Use of Your Logos and Trademarks.** You grant Bodybuilding.com a non-exclusive, non-transferable, revocable right to use and display your logos, trade names, trademarks, service marks, and similar identifying material (collectively "Affiliate Licensed Materials"), solely for the purposes contemplated under this Agreement, including allowing Bodybuilding.com to list your name and trademark as an Affiliate in the Program on the Bodybuilding.com Site.

- VI. **Term and Termination.** The term of this Agreement will begin upon acceptance of your Program application (the "Effective Date") and shall remain in effect, unless sooner terminated as provided herein, for an initial term of one (1) year from the Effective Date. After the initial term, this Agreement will automatically renew for successive one-year periods. BODYBUILDING.COM may terminate this Agreement at any time and for any reason with written notice to you, effective immediately. You may terminate this Agreement at any time. We may immediately terminate the Agreement if you violate the terms of this Agreement.

Within two (2) days of termination of this Agreement, you will stop displaying all Bodybuilding.com Advertisements or any other references to Bodybuilding.com.

- VII. **Your Representations and Warranties.** You hereby represent and warrant to us that: (i) you have duly and validly assented to this Agreement and it constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; (ii) your Site complies with your obligations described in Section I. above, including, but not limited to, your obligations regarding eligibility, advertising, privacy, and e-mail; (iii) the assent to the terms of this Agreement, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (a) any provision of law, rule, or regulation to which you are subject, (b) any order, judgment, or decree applicable to you or binding upon

your assets or properties, (c) any provision of your by-laws or certificate of incorporation if applicable, or (d) any agreement or other instrument applicable to you or binding upon your assets or properties; (iv) no consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby; and (v) there is no pending or, to the best of your knowledge, material threatened claim, action, or proceeding against you, or any subsidiary or sub-Affiliate of yours, with respect to the execution, delivery or consummation of this Agreement, or with respect to your trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.

You represent and warrant that you will not engage in and/or facilitate spamming, indiscriminate advertising, or unsolicited commercial email or otherwise fail to comply with any laws and/or regulations that govern email marketing and/or communications. You represent and warrant that you will not engage in pop-up or pop-under advertising using any means involving third party properties and/or services (software). Pop up/unders are acceptable on a first party basis only when triggered by your site content /site visit or by downloadable software applications for which you are the owner/operator.

- VIII. **Disclaimers.** Bodybuilding.com makes no express or implied warranties or representations with respect to the Program, your potential to earn income from the Program, the Bodybuilding.com Site, the Bodybuilding.com Licensed Materials, or the products and services offered on the Bodybuilding.com Site, including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage. In addition, Bodybuilding.com makes no representation that the operation of the Bodybuilding.com Site will be uninterrupted or error free, and Bodybuilding.com will not be liable for the consequences of any interruptions or errors. Bodybuilding.com will not, and is not obligated to, make any representations, warranties, or other statements concerning you, your Site, any of your products or services, or your Site policies, except as provided in the Advertisements.
- IX. **Indemnification.** You agree to indemnify, defend, and hold harmless Bodybuilding.com and Bodybuilding.com's parents, subsidiaries, affiliates, successors, and assigns from any and all claims, suits, demands, allegations, investigations, or other actions and damages, fines, costs, losses, fees, and settlements arising therefrom ("Claim(s)") including, without limitation, attorneys' fees, which result or arise from or relate to, directly or indirectly, this Agreement or the Program; the development, operation, maintenance, and contents of your website; or your negligence or breach of this Agreement. You shall promptly notify Bodybuilding.com in writing of any Claim related to this Agreement and cooperate with Bodybuilding.com at your sole expense. You shall promptly allow Bodybuilding.com to select/employ counsel and take control of the defense and investigation of such action and agree that such counsel has full authority to enter into a settlement. Any settlement on behalf of Bodybuilding.com requires Bodybuilding.com's prior written consent.
- X. **General Provisions.**
1. **Independent Parties.** The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing contained herein shall imply any partnership, joint venture, or agency relationship among the parties, and no party shall have the power to obligate or bind another party in any manner whatsoever, except to the extent herein provided.
 2. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

3. **Confidentiality.** You shall maintain the confidentiality of, and not disclose to any third party, all information provided to you by Bodybuilding.com or the Network(s) relating to your role as a Bodybuilding.com Affiliate, including without limitation, business information, financial data, and marketing data, including the number of click-throughs from your Site to the Bodybuilding.com Site and the number of New Leads that your Site generates for Bodybuilding.com. You shall protect the confidentiality of this information with the same degree of care as you use for your own confidential and proprietary information of a similar nature, but not less than reasonable care. Bodybuilding.com does not plan to make available to you any personally identifiable information regarding Bodybuilding.com's customers, but in the event that such information is disclosed to you by Bodybuilding.com, you shall protect and keep such information confidential, and use it solely for the purpose of performing your obligations under the Agreement. You shall destroy such personally identifiable information or return it to Bodybuilding.com, at Bodybuilding.com's option, within ten (10) days after termination of the Agreement. You shall at all times keep proper books and records of account, maintain records and information sufficient to show your compliance with the terms of this Agreement, and retain such books and records for at least one (1) year following the termination date. Upon reasonable request from Bodybuilding.com, you agree to furnish to Bodybuilding.com copies of such books and records.
4. **Data Ownership.** You hereby grant to Bodybuilding.com the right to use any information that you furnish to Bodybuilding.com, which may be through the Network(s). You expressly authorize the Network(s) to share with us any data you provide to them that is related to your participation in the Program. Bodybuilding.com shall solely own any data that we provide to you and makes no ownership claim to any data (with the exception of any Intellectual Property created under this Agreement) you provide to us directly or through the Network(s).
5. **Tax Status and Obligations.** Bodybuilding.com is not obligated to and shall not provide you with tax and/or legal advice. Bodybuilding.com undertakes no duty to investigate or research your tax status and/or obligations, and such research and investigation is solely your responsibility. You are obligated to independently assess and comply with all relevant tax and legal requirements, and you are responsible for your own sales tax collection and reporting obligations.
6. **Modification.** Bodybuilding.com may modify any of the terms and conditions contained in this Agreement at any time in its sole discretion. If we make material changes to this Agreement, we will notify you by posting the revised Agreement on our website or by notifying you at your designated e-mail address as specified in your application. Modifications may include, but are not limited to, changes in the rate of compensation, payment procedures, term, and Program rules. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement.
7. **Notices and Approvals.** You shall send any notice or request for approval to us by certified mail addressed to General Counsel, BODYBUILDING.COM, LLC, 5777 N. Meeker Ave., Boise, Idaho 83713.
8. **No Exclusivity.** You understand that this Agreement is not exclusive and we may at any time (directly or indirectly) solicit customer referrals from third parties on terms that may differ from those contained in this Agreement or operate websites that are similar to or compete with your Site.
9. **Severability/Waiver.** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

10. **Limitation of Liability.** BODYBUILDING.COM SHALL NOT HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUE, PROFITS, DATA, OR BUSINESS OPPORTUNITIES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED. FURTHERMORE, BODYBUILDING.COM'S AGGREGATE LIABILITY TO YOU WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO YOU DURING THE PRECEDING SIX (6) MONTH PERIOD.
11. **Conflicts.** In the event of any direct conflict between the terms of this Agreement, the terms of the Affiliate Service Agreement between you and the Networks, and/or the terms of Affiliate's own terms and conditions, the terms of this Agreement shall prevail.
12. **Governing Law.** Notwithstanding any different choice of law provision contained in the Network(s)' Affiliate Service Agreement, the laws of the United States and the State of Idaho will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal or State courts located in Boise, Ada County, Idaho and you irrevocably consent to the jurisdiction of such courts.
13. **Entire Agreement.** This Agreement, including the Introduction, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties.

AFFILIATE PROGRAM ADVERTISING AND PROMOTIONAL GUIDELINES

The Advertisements furnished by Bodybuilding.com, LLC ("Bodybuilding.com"), to you, may only be used pursuant to the guidelines set forth in this document. Any other use is strictly prohibited. By participating in the Program, you agree to abide by the terms of these Advertising and Promotional Guidelines, including, but not limited to the following obligations.

- I. The Advertisements may not be used in any manner that might imply that any goods, services, websites, publications, or other materials that do not originate from Bodybuilding.com are sponsored, endorsed, licensed by, or affiliated with Bodybuilding.com. The Advertisements must not be incorporated or used in any manner as part of, or in close proximity to, another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks. You must display your own logo(s), business name, product names, or other branding in a primary and more prominent position than Bodybuilding.com's Advertisements.
- II. The Advertisements may be displayed on your Site, and only as a hotlink to the Bodybuilding.com Site.
- III. The Advertisements may not: mislead others; use promotional means that contain objectionable content, including, but not limited to, content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services, or activities; engage in and/or facilitate spamming, indiscriminate advertising, or unsolicited commercial email; and/or infringe on any third party's proprietary rights.
- IV. 1. The Advertisements may not be imitated in any manner, or used in a manner that would disparage Bodybuilding.com or its products or services.

- V. You may use only approved Bodybuilding.com Advertisements or Advertisements provided to you by Bodybuilding.com, which may not be modified in any way without the prior written consent of Bodybuilding.com.
- VI. Bodybuilding.com does not permit affiliates to do paid searches on its behalf; does not allow affiliates to include any Bodybuilding.com trademarks or service marks in paid search campaigns; and does not permit affiliates to purchase any Bodybuilding.com trademark or service mark as a keyword.
- VII. There are certain brands offered through Bodybuilding.com that may not be promoted by affiliates. Such non-promotable brands will not be included in the Network data feed made available to the affiliates in the Bodybuilding.com Affiliate Program. Please reach out to your Bodybuilding.com contact with any specific brand questions.