

# West LIVE 2024 | Browser Terms and Conditions

THESE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR ACCESS TO AND USE OF THE NU SKIN WEST LIVE! EVENT.NUSKIN.COM/WEB BROWSER FOR THE 2024 WEST LIVE EVENT IN SALT LAKE CITY, UTAH, and any related events, including any visits to Nu Skin's facilities in Provo or elsewhere (collectively the "Global Convention").

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS AND CONDITIONS. BY USING THE NU SKIN WEST LIVE! EVENT.NUSKIN.COM/WEB BROWSER YOU INDICATE THAT YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS THEN DISCONTINUE USE OF EVENT.NUSKIN.COM/WEB BROWSER. THESE TERMS SHOULD BE READ ALONG WITH OUR [PRIVACY POLICY](#) AND [TERMS OF USE](#).**

IMPORTANT: These terms and conditions grant to Nu Skin International, Inc., its parent, subsidiaries and affiliates (collectively "Nu Skin") a license to use materials, images and videos submitted by you (Section 4), a privacy policy (Section 5), a mediation and arbitration agreement (Section 10), and limitation of liability (Section 18). Please read these sections carefully before using the event.nuskin.com/web browser.

**1. BINDING AGREEMENT.** These terms and conditions constitute a binding legal agreement (the "Agreement") between you, as an individual or as an authorized representative of any entity (in either case, "you" or "your") and Nu Skin (Nu Skin may be referred to as "we", "us" or "our"). This Agreement describes the terms and conditions under which the Nu Skin West LIVE! event.nuskin.com/web browser software (the "Software") and any associated services, products, content, websites are provided to you (the Software and these services are referred to as the "Services"). If you permit, authorize, provide access to or otherwise allow any other individual to use the Services through your account or device, or represent such individuals in any legal capacity, such individuals will be deemed to be included in the terms "you" or "your" as used in this Agreement. Nu Skin may amend or replace this Agreement at any time, without prior notice to you except as may be required under applicable law. From time to time, you should review the then-current version of this Agreement. If you continue using the Services, you will be bound by any or all modifications made to this Agreement.

**2. REGISTRATION AND PASSWORD.** In consideration of your access to and use of the Services, you agree that: (i) you are of legal age to form a binding contract; (ii) your use of the Services will be solely for your personal and lawful use; and (iii) you will comply with all terms of this Agreement in using the Services. You are solely responsible for keeping your login, password, and any codes related to or use of the Services confidential. You will be solely liable for any claims, damages, losses, costs or other liabilities resulting from or caused by any failure to keep your login, password, and code information confidential (whether such failure or any disclosure occurs with or without your knowledge or consent).

### **3. NU SKIN LICENSE TO YOU.**

(a) Subject to your ongoing compliance with the terms and conditions of this Agreement, Nu Skin grants you a revocable, non-transferable, non-exclusive personal license to use the Services on your device that you own or control and to access and use the Services on your device or through a link to a Nu Skin website. Under the terms of this Agreement, the Services are being licensed to you, not sold. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

(b) We reserve the right, in our sole discretion, to change, limit, or discontinue any aspect, content, or feature of the Services.

### **4. YOUR LICENSE TO NU SKIN.**

(a) By using the Services, and without further payment or consideration to you, you grant us the right to use any materials uploaded through the Services or submitted by you, including, without limitation, photographs, videos, images, text, graphics and other materials (which may include your name, social media user names or handles) (collectively "User Submitted Materials"), subject to the following terms and conditions:

(i) You will retain ownership of such User Submitted Materials, and you grant to us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, with right of sublicense (through multiple tiers), to use, reproduce, host, communicate, store, distribute (through multiple tiers), create derivative works of and publicly display such User Submitted Materials. The User Submitted Materials will be used solely in connection with the Global Convention, its highlights, the marketing of our products, promotions, and any other business-related promotion or activity.

(ii) You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

(iii) You have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual's likeness, for purposes of using the User Submitted Materials in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.

(b) By your attendance at the Global Convention, and without further payment or consideration to you, you consent and grant to us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, with right of sublicense (through multiple tiers), to use, reproduce, host, communicate, store, distribute (through multiple tiers), create derivative works of and publicly display your likeness, image, photographs and videos of you, and any related text, graphics or other materials (which may include your name and address) (collectively "Your Likeness") that are taken by us or our designees during any part of the Nu Skin West LIVE event. Your Likeness will be used solely in connection with the Global Convention, its highlights, the marketing of our products, promotions, and any other business-related promotion or activity.

(c) You agree that we may, in our sole discretion, use, modify, revise, moderate, filter or delete any User Submitted Materials or Your Likeness, or refuse to use any User Submitted Materials or Your Likeness.

(d) We respect the intellectual property rights of others and require those who use our Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material that infringes upon the copyright rights of others. We may also, at our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. If you believe that your work has been used through our Services in any manner that constitutes copyright infringement, please notify us by written notice. You will find more details regarding such a notice on our [Terms of Use](#)

**5. PRIVACY.** By using the Services, you agree to our Privacy Policy, which is incorporated herein by reference. The Privacy Policy is found on the Nu Skin website or clicking <https://legal.nuskin.com/privacy.html>.

## **6. THIRD-PARTY SITES AND SERVICES.**

(a) Our Services may direct you to sites, software or services owned or operated by third parties ("Third-Party Sites"). We have not reviewed all of the Third-Party Sites to which you may be directed and we have no control over such Third-Party Sites. We have no control over and are not responsible for (a) the content and operation of such Third-Party Sites, or (b) the privacy or other practices of such Third-Party Sites. The fact that our Services direct you to such Third-Party Sites does not indicate any approval or endorsement of any such Third-Party Sites. We direct you to such Third-Party Sites only as a convenience. You are responsible for the costs associated with such Third-Party Sites, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third-Party Sites.

(b) Other Third-Party Sites may provide links to other sites and apps with or without our authorization. We do not endorse such sites, and are not and will not be responsible or liable for any links to those sites and apps, any content, advertising, products or other materials available on or through such other sites or apps, or any loss or damages incurred in connection therewith.

(c) YOU AGREE THAT YOUR USE OF THIRD PARTY SITES, SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SOFTWARE AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

(d) We will have the right, at any time and in our sole discretion, to block links to other Third-Party Sites and apps through technological or other means without prior notice.

## **7. PRODUCT PURCHASES AND REFUNDS.**

(a) You may have the opportunity to preorder certain products prior to the Global Convention. You are subject to the terms and conditions governing the preorder of certain products, subsequent purchases of the products, cancellation of orders, limits on the number of specific products you can purchase, and returns. Please make sure that you have read such terms and conditions.

(b) Subject to the exceptions and restrictions set forth in the preorder terms and conditions, you will be able to purchase certain Nu Skin products during the Global Convention that have been registered for sale in the United States. All non-U.S. distributors must be permanent accounts in order to purchase products during the Global Convention and: (i) you may only purchase such Nu Skin products for personal use, and that you will not resell them, and (ii) you have not, and will not, either directly or indirectly, sell or distribute any Nu Skin products in the United States.

(c) If you desire to return a Nu Skin product that you have purchased in the United States, then please consult the return policies, which may be found at <https://legal.nuskin.com/live.html>. This return policy applies to both US distributors and non-US distributors.

(e) Product Purchases and Pricing. All billing and other information submitted by you must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of this Agreement. By completing the checkout process you agree to accept and to pay for the product(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

(i) In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, we have the right to refuse or cancel any orders placed for product listed at the incorrect price. We also have the right to refuse or cancel any such orders whether or not the order has been confirmed and a credit card charged. We further reserve the right in our sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is canceled, we will immediately issue a credit to your credit card account in the amount of the charge.

(ii) We attempt to be accurate in all product descriptions. Nevertheless, we do not warrant that any product description or other content related to the products is accurate, complete, reliable, current, or error free. If you find a product is not as described, then your sole remedy is to return the product pursuant to our return policy. Please note, if you purchase MYND360 Energizing Hand and Body Wash, it is not labeled for distribution in the state of California and should not be distributed to individuals in California.

(iii) We reserve the right, with or without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code, or other promotion, (b) change a product description, (c) limit the availability of any product or service, or (d) refuse to provide any you or a customer with any services.

(g) International Affiliates. International Affiliates are solely responsible for ensuring that product purchases can be lawfully imported to their home market, and they are required to comply with all laws, regulations, and restrictions of the destination country. Additionally, products may be subject to import taxes, customs duties, and/or fees, upon entry. Nu Skin assumes no liability for losses connected to products seized or destroyed at Customs.

(h) Promotions. The Services may contain contests or promotions that require you to send material or information about yourself or your distributorship in order to participate. Please note that any such contest or promotion offered through the Services may be governed by a separate set of terms and conditions, that may include, among other things, eligibility requirements such as age limits and geographical restrictions, If you decide to participate in such contests or promotions it will be your responsibility to familiarize yourself with any relevant terms and conditions, and by your participation you agree to comply with any such terms and conditions which will be binding and final in all respects. Any promotion will be void in countries where it is prohibited.

(i) Surveys. If you participate in any survey related to the Global Convention or our products, then you agree that it will be your responsibility to familiarize yourself with any relevant terms and conditions, and by your participation you agree to comply with any such terms and conditions which will be binding and final in all respects. Any survey will be void where prohibited.

**8. FORCE FOR GOOD DONATIONS.** You may have the opportunity to donate to the Nu Skin Force for Good Foundation. The Nu Skin Force for Good Foundation is supported by generous donations from Nu Skin distributors, employees, a percentage of product sales and a fundraising event that take place every two years at Nu Skin's global convention. Together, we are creating a better world for children. Funding decisions for the Foundation are made by a committee comprised of a cross section of Nu Skin officers and employees. Each project is thoroughly researched and the needs of the children and community which the project will affect are taken into consideration. The Nu Skin Force for Good Foundation is a 501(c)(3) a private foundation and your charitable donation is non-refundable.

**9. MEDIATION AND ARBITRATION AGREEMENT:** Please read this Mediation and Arbitration Agreement carefully. It affects your rights.

(a) Most of your concerns about this Agreement or the Services can be addressed simply by contacting Nu Skin. In the unlikely event we cannot resolve any dispute related to you or your guest's attendance at the Global Convention, including any claims under this Agreement that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH THE MEDIATION AND ARBITRATION POLICY INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY MEDIATION OR ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. UTAH WILL BE THE EXCLUSIVE VENUE FOR A MEDIATION OR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT OR ATTENDANCE AT THE GLOBAL CONVENTION.** The place of origin of this Agreement is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes will be in Salt Lake County, Utah. You consent to the personal jurisdiction of any courts within the State of Utah and waive any objection to improper venue. To the extent either declaratory or injunctive relief is sought, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim.

(b) Please review the rules and procedures set forth in Chapter 7 (Arbitration Agreement/Class Action Waiver; Voluntary Mediation) of the Policies and Procedures, which may be found on our [Policies and Procedures](#)

The arbitration proceedings will be conducted in Salt Lake City, Utah. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by mutual consent of both parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

**10. PRIZES.** The value of any these awards and prizes may be considered taxable income to the prize winners, and all taxes are the sole responsibility of the prize winners. Prizes and awards are nontransferable and may not be redeemed for cash. We reserve the right to interpret the rules, prizes, and awards and all company decisions shall be final. We reserve the right to change rules and prizes in our sole discretion.

**11. RESTRICTIONS ON USE.** You represent and warrant that you will not violate any of the term and conditions set forth in this Agreement and further that:

(a) You will not, and will not allow, permit or enable any third party to (i) attempt to decompile, reverse engineer, disassemble or otherwise to derive source code from the Services; (ii) make any modification, adaptation, improvement, enhancement or create derivative works from the Services; (iii) use, copy, modify, alter or transfer the Services contrary this Agreement or applicable laws and regulations; (iv) rent, lease, sell, redistribute or sublicense the Services or any aspect thereof; (v) remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices of Nu Skin or any party; or (vi) use any part of the Services while operating vehicles, heavy machinery or engaging in any activity where insufficient attention on your part could result in personal injury, death or

property damage; and

(b) You will not misuse the Services and acknowledge and understand that "misuse" of the Services includes, but is not limited to using the Services in any manner that (i) interferes with another's use of the Services or with our ability to provide the Services; (ii) infringes the copyright, trademark or any intellectual property right, discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement of us or a third party; (iii) is fraudulent, unlawful or contains defamatory or illegal information, images, materials or descriptions; (iv) slanders, defames, harasses, stalks, threatens or otherwise violates the legal rights of others or is invasive of another's privacy rights; (v) promotes or provides instructional information about illegal activities; (vi) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (vii) uses the Services on a device without permission, regardless of whether it is a stolen, lost or an unauthorized device; (viii) tampers with or makes an unauthorized connection to the network of any wireless service provider; (ix) involves reselling any part of the Services to any other individual or entity; or (x) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware.

(c) You acknowledge and agree that in order to ensure compliance with legal obligations, we may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates this Agreement. We may also modify, prevent access to, revise, moderate, filter, refuse to display, or delete content that we believe violates the law or this Agreement. We have the right to terminate your account or use of the Services at any time in our sole discretion.

**12. SECURITY OF THE SERVICES.** The Services are intended for your personal use only. You understand and acknowledge that the Software may not function properly, may contain errors or bugs, and is susceptible to breach, corruption or failure. If the Software malfunctions, fails or is disabled or uninstalled from your device, with or without your knowledge and/or consent, the Services and any functions will not function. You are solely responsible for any resulting claims, liability, losses or damages arising out of the unauthorized disclosure, transfer or use of any personal content, data or materials stored on your device for any reason, even if occurring as a result of a failure in the Services or from disabling or uninstalling the Software, with or without your knowledge and/or consent.

**13. SERVICE PROVIDER PAYMENT.** You agree to pay all fees charged by your wireless service provider, if any, for the Services and any associated data usage charges, if any, regardless of whether you have electronically downloaded, installed or used the Software. We will not be liable for any liabilities, losses or damages resulting from any failure in the functionality of the Services caused by or resulting from your failure to pay any amounts when due.

**14. PROPRIETY RIGHTS IN THE SERVICES AND SOFTWARE.** You acknowledge and agree that (i) the Services, including but not limited to, graphics, user interfaces, audio and video clips, editorial content, and streaming services, and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and will remain, the property of Nu Skin and its licensors, as applicable; (ii) the source and object code of the Software and the format, directories, queries, algorithms and structure of the Software are and shall remain the proprietary information of Nu Skin and its licensors, as applicable; (iii) You are not granted any intellectual property rights by implication, estoppel or other legal theory in the Services or any software provided through or in conjunction with the Services; and (iv) all rights not expressly granted in this Agreement are hereby reserved and retained by Nu Skin.

**15. EXPORT RESTRICTIONS.** You may not use or otherwise export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services were obtained. You agree (i) to comply with the requirements of the U.S. Department of Commerce ("DOC") Export Administration Regulations, the U.S. International Traffic in Arms Regulations, applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury, and all applicable international, national, state and local laws, and regulations, including without limitation any applicable import and use restrictions, to the extent that any apply to you.

**16. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. To the maximum extent permitted by applicable law, Nu Skin and each of the third-party providers hereby expressly disclaim all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement. Nu Skin and each of the third-party providers make no warranty (i) against interference of your enjoyment of the Services; (ii) that the Services will be functional, uninterrupted, error-free or bug-free or meet your requirements; (iii)

regarding the security, reliability or timeliness of the Services; or (iv) that any errors, bugs or failures in the Services will be corrected. Any content or material downloaded through your use of the Services is at your own discretion and risk and you will be solely responsible for any damage or loss of data occurring on your device or computer system or any other loss or damages of any kind resulting from the download of the Software or any other content. No advice, course of conduct or information, whether oral or written, obtained by you from Nu Skin or any party or through the Services will create any warranty unless expressly stated in this Agreement. You acknowledge and agree that Nu Skin might not be able to offer the Software and Services at all in the absence of the foregoing disclaimers and limitations.

**17. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL NU SKIN OR ANY THIRD-PARTY PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS OF CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, ANY THIRD PARTY CONTENT, SOFTWARE OR FUNCTIONS USED IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF NU SKIN OR ANY OR ALL THIRD-PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF NU SKIN AND EACH OF THE THIRD-PARTY PROVIDERS TO YOU, ARISING UNDER ANY PROVISION OF THIS AGREEMENT WILL NOT EXCEED THE REGISTRATION FEE FOR THE GLOBAL CONVENTION. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**18. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Nu Skin, the third-party providers, and each of their respective officers, directors, employees, agents, contractors, suppliers, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost or expense (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising out of: (i) your access to, use or misuse of the Services or any third party content and services; (ii) any breach by you of your obligations under this Agreement; (iii) your violation of the rights of a third party, including any infringement of any intellectual property, proprietary right or trade secret of any person or entity, or of any privacy or consumer protection right that is implicated herein; (iv) any violation of law; or (v) your negligence or willful misconduct. These obligations will survive any termination of the Agreement. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify against, and you agree to cooperate in our defense of such matter. You will not in any event settle any matter without our written consent.

**19. NOTICES.** By using the Services, you consent to receive all communications, notices and disclosures in connection with the Services in electronic form, including short message service.

**20. MISCELLANEOUS.** This Agreement, except as set forth in this Section, comprises the entire agreement between you and us relating to Services and supersedes all prior or contemporaneous understandings regarding such subject matter. Our failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found to be invalid or contrary to law, then such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable. This Agreement supplements, and does not supersede, any other policies that apply to you, including but not limited to, your distributor agreement and the Policies and Procedures. In the event that any discrepancies exist between the English version of the Agreement and any translation thereof, the English version will be controlling.