

# MEMBER AGREEMENT

## Australia and New Zealand

IMPORTANT INFORMATION	
<b>Will my personal information be shared with any third parties that may enable the third party to identify me?</b>	Yes. If you provide us with your personal information, your personal information may be shared with third parties (see Clause 10 and 13 and our Privacy Notice for further details).
<b>How are disputes resolved?</b>	Please note that, if any dispute should arise in respect of this Agreement, it is required to be resolved by arbitration (and not by commencing legal proceedings) (see Clause 14 for further details).

This Member Agreement (“Agreement”) is between you, the Member (“you”), Nu Skin International, Inc. and: Nu Skin Enterprises Australia, Inc. (ABN 90 057 203 531, if you are a resident of Australia. You agree that your Member Agreement will be administered by Nu Skin Enterprises Australia, Inc. 2/2 Eden Park Drive, Macquarie Park, NSW; or Nu Skin Enterprises New Zealand, Inc., if you are a resident of New Zealand. You agree that your Member Agreement will be administered by Nu Skin Enterprises New Zealand, Inc PO Box 107145, Auckland Airport, Manukau 2150.

For the purpose of this Agreement, Nu Skin International, Inc. (“NSI”) and Nu Skin Enterprises Australia, Inc. (“Nu Skin Australia”) or Nu Skin Enterprises New Zealand, Inc. (“Nu Skin New Zealand”) are collectively referred to as “Nu Skin”. Nu Skin Enterprises Inc. and its subsidiaries and affiliates including NSI, Nu Skin Australia and Nu Skin New Zealand are collectively referred to as “Nu Skin Group”.

In consideration of becoming a Member, and other promises and agreements set forth herein, you agree as follows:

**1. Legal Age.** You represent that you are at or above 18 years of age and are legally able to enter into this Agreement, and you agree to be bound by its terms and conditions.

**2. Purchases.** If you are a resident of Australia or New Zealand, you can only purchase products directly from Nu Skin Australia or Nu Skin New Zealand respectively (“Products”). There is no required minimum order amount when ordering directly from Nu Skin but all Products orders must be paid in full before the Products are shipped to the address (which must be within Australia or New Zealand, as the case may be) that you provided.

**3. Refunds.**

a. If you are not completely satisfied with the Products that you purchased directly from Nu Skin under this Agreement and you returned the Product which is unopened, unaltered, resaleable and restockable, to Nu Skin Australia or Nu Skin New Zealand (as the case may be), you will receive a full refund of the price within 30 days from the order date, and thereafter until the expiry of 12 months from order date, ninety percent (90%) of the purchase price.

b. The form of the refund will be based on the original form of payment if practicable. If payment was previously made by credit

card, a credit card chargeback will be arranged. If payment was previously made by cash, a Product credit will be arranged. Nu Skin may choose other alternative refund methods as it deems fit.

c. Nu Skin shall not refund the initial delivery cost (incurred at the time you purchase) on the Products that you return. All returns' shipping costs must be paid by you.

d. For the avoidance of doubt, products shall not be considered "resalable", if returned after the products' commercially reasonable, usable or shelf life period has passed; nor shall products be considered "resalable" if it has been clearly disclosed to you prior to purchase that the products are seasonal, discontinued, or special promotion products.

e. The right to return products in clause 3(a) is not intended to exclude or limit the rights and remedies which are available to you if a product does not meet a statutory guarantee contained in the Australian Consumer Law.

**4. Owner of Member Account.** If you have a Member account as a result of your Brand Affiliate Account converting to a Member account pursuant to the Sales Compensation Plan, your Member account may, besides you being the owner of the Member account, have other individuals registered under your Member account. These individuals may purchase Products under your Member Account as permitted by you being the owner of such Member Account but you shall be responsible for all activities conducted under such Member account.

**5. No Sponsoring; No Bonuses.** You acknowledge and agree that you are a Member and you are granted the right to purchase Products directly from Nu Skin at a Member price pursuant to the terms of this Agreement. You cannot:

- a. resell Products in any manner, including the sale of Products through any online marketplaces or social media platforms and apps,
- b. sign-up others as Nu Skin independent Brand Affiliates ("Brand Affiliates"), Members or retail customers, and
- c. earn Bonuses.

**6. Brand Affiliates.** Brand Affiliates of Nu Skin Group are not eligible to be Members. You can become a Brand Affiliate of Nu Skin at any time under the same Brand Affiliate who sponsored you ("Sponsor") by completing and signing a Brand Affiliate Agreement and providing all the requisite documents to Nu Skin. As a former or existing Member, you may establish a Brand Affiliate Account under a new Sponsor only if you have not engaged in purchasing products from or returning products to Nu Skin, use of your credit cards for purchase from Nu Skin, use of Nu Skin shipping services, changing your Sponsor, or any other activities that the Company, in its sole discretion, determines to be material activity under your Member account during the preceding six (6) months.

**7. Six-Months Requirement.** Your Member account is permanently linked to the Brand Affiliate who referred you to be a Member under this Agreement. This link can only be changed after a period of six (6) months where there is no activity in your Member account.

**8. Trademarks.** The Nu Skin Group's trade names, trade marks, product names or logos cannot be used without prior written consent from Nu Skin.

**9. Membership cannot be transferred, merged or inherited.**

**10. Consent For Your Sponsor To Contact You.** You hereby provide your consent for your Sponsor to discuss with you the products and services of Nu Skin Group, and hereby provide an on-going invitation to the Sponsor to approach you regarding Nu Skin Group's products and services until you notify Nu Skin of the revocation of your invitation in person, by telephone or in writing.

**11. Termination.** You agree that Nu Skin may terminate your Member account without notice if you have not placed an order on your account for a period of 12 or more consecutive months. After termination, you may apply to become a Member again.

**12. Nu Skin Group Reserves the Right to:**

- a. Amend any or all of the terms, conditions or features of this Member programme, upon 30 days' notice; and withdraw, cancel, change or suspend, upon 30 days' notice, any benefit offered under the Member programme, or the programme itself, provided you will have the right to terminate your enrolment with the Member programme without penalty, if you do not consent to such amendment, withdrawal etc; and
- b. Immediately terminate the Agreement without notice if you are found to have violated any terms under this Agreement. Where

reasonable to do so, Nu Skin will first provide you with written notice of your violation and an opportunity to remedy the violation within the timeframe stated in the notice. Should you fail to remedy the breach within the timeframe, Nu Skin may then send you a further notice terminating the Agreement with immediate effect.

### **13. Privacy.**

a. We respect your privacy. Nu Skin Group collects from you and holds certain personal information about you, in order to provide you with the benefits of being Member and communicating with you regarding promotional offers. Referral details are gathered to ensure you are linked to the Brand Affiliate who referred you. Your information may also be disclosed and shared within Nu Skin Group (whether located within or outside of Australia or New Zealand) for processing and storage.

b. You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by emailing to [DPOoffice@nuskin.com](mailto:DPOoffice@nuskin.com), or contacting Nu Skin Australia at 2/2 Eden Park Drive, North Ryde, NSW 2113, Australia or Nu Skin New Zealand at Unit 16/180 Montgomerie Road, Airport Oaks, Auckland 2022, New Zealand, as the case may be.

c. You understand and agree that Nu Skin Group may disclose your personal information to contracted vendors (whether within or outside of Australia or New Zealand as the case may be) for providing products and services to you.

d. This Agreement incorporates the Nu Skin Privacy Notice by reference which is available at <https://www.nuskin.com/content/global-privacy.html>. Please refer to Nu Skin Privacy Notice for details of our collection and use of your personal information.

e. You agree that Nu Skin may email, call, text and send you messages at the contact particulars provided by you for promotional and marketing purposes.

### **14. Governing Law.**

a. If you are a resident of Australia, this Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. All disputes relating to this Agreement shall be resolved by arbitration and (i) the arbitration will be held in Sydney, Australia, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration ("ACICA").

b. If you are a resident of New Zealand, this Agreement is governed by and construed in accordance with the laws of New Zealand. All disputes relating to this Agreement shall be resolved by arbitration and (i) the arbitration will be held in Auckland, New Zealand, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the New Zealand International Arbitration Centre ("NZIAC").

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