

**OUR TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT. PLEASE READ THESE TERMS CAREFULLY. BY CONTINUING TO USE THE SITE, OUR APPS, AND OTHER SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE.**

# TERMS OF USE

Welcome!

These Terms of Use (these “Terms”) govern your use of the Nu Skin web site, located at [https://www.nuskin.com/content/nuskin/en\\_NZ/home.html](https://www.nuskin.com/content/nuskin/en_NZ/home.html) (the “Site”), Nu Skin Vera™, our customer-focused mobile application that helps you explore our innovative beauty and wellness products (“Vera”), and all of our other products, features, services, technologies, software, websites, and mobile applications (collectively, and together with the Site and Vera, the “Nu Skin Services”), except where we expressly state that separate terms (and not these Terms) apply.

Nu Skin International, Inc. and its affiliates (collectively “Nu Skin”) makes the Nu Skin Services available to you subject to your acceptance of these Terms and this terms of use agreement (this “Agreement”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE NU SKIN SERVICES. BY ACCESSING, DOWNLOADING, LINKING TO, FRAMING, BROWSING, OR USING THE NU SKIN SERVICES, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AS WELL AS THE NU SKIN PRIVACY NOTICE.

IF YOU DO NOT ACCEPT OR AGREE WITH ANY OF THESE TERMS OR THE NU SKIN PRIVACY NOTICE, THEN DO NOT USE THE NU SKIN SERVICES. IF YOU HAVE ALREADY DOWNLOADED VERA OR ANOTHER MOBILE APPLICATION, YOU SHOULD UNINSTALL THE APP AND DISCONTINUE ITS USE.

NOTE, THESE TERMS CONTAIN LIMITATIONS ON NU SKIN’S AND ITS THIRD-PARTY PROVIDERS’ LIABILITY (SEE SECTION 15), AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. PLEASE READ THESE PROVISIONS CAREFULLY BEFORE USING THE NU SKIN SERVICES.

IF YOU ARE A NU SKIN BRAND AFFILIATE, THESE TERMS ALSO CONTAIN AN AGREEMENT TO ARBITRATE (SEE SECTION 17). THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST NU SKIN, ANY OF NU SKIN’S AFFILIATED ENTITIES, OR ANY OF NU SKIN’S THIRD-PARTY PROVIDERS TO BINDING AND FINAL ARBITRATION. THE AGREEMENT TO ARBITRATE FURTHER PROVIDES THAT (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST NU SKIN, NU SKIN’S AFFILIATED ENTITIES, OR NU SKIN’S THIRD-PARTY PROVIDERS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST NU SKIN, NU SKIN’S AFFILIATED ENTITIES, OR NU SKIN’S THIRD-PARTY PROVIDERS RESOLVED BY A JURY OR IN A COURT OF LAW. PLEASE READ THIS SECTION CAREFULLY BEFORE USING THE NU SKIN SERVICES.

When using a particular feature of the Nu Skin Services, you may also be subject to additional rules, guidelines, terms of service, privacy notices, or other contractual provisions as noted.

If you are a Nu Skin Brand Affiliate, you agree that your use of the Nu Skin Services is not only subject to these Terms but also to the terms and conditions of your Nu Skin Brand Affiliate Agreement and the Nu Skin Policies and Guidelines (as defined in Section 2.1 below).

## **1. BINDING AGREEMENT**

These Terms and this Agreement constitute a binding legal agreement between you, as an individual, or, in the case of some Nu Skin Brand Affiliates, in your capacity as an authorized representative of an entity or organization with a Nu Skin Brand Affiliate account (in each case, “you” or “you”), and Nu Skin (Nu Skin may also be referred to as “we,” “us,” or “our”). These Terms describe the terms and conditions under which the Nu Skin Services and all associated features, functionality, recommendations, and content are provided to you. If you permit, authorize, provide access to, or otherwise allow any other individuals to use the Nu Skin Services through your account or device (including but not limited to, in the case of a Nu Skin Brand Affiliate, other individuals engaging in Business Activity (as such term is defined in the Nu Skin Policies and Procedures) on behalf of your Nu Skin Brand Affiliate account), 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 these Terms. Nu Skin may amend or replace these Terms at any time, without prior notice to you, except as may be required under applicable laws, rules, or regulations. If you continue to use the Nu Skin Services, you will be bound by any modifications made to these Terms. You should review the then-current version of these Terms from time to time.

## **2. USE OF THE NU SKIN SERVICES; ACCOUNT REGISTRATION**

**2.1 Use of the Nu Skin Services.** In consideration for your access to and use of the Nu Skin Services, you represent, warrant, and agree that (a) you are of legal age to form a binding contract; (b) your use of the Nu Skin Services will be solely for your personal and lawful use; (c) you will comply with these Terms and all applicable laws in using the Nu Skin Services; and (d) where such sharing is not otherwise prohibited by the local laws, rules, or regulations of your country, you will comply with the [Nu Skin Social Sharing Guidelines](#) and the [Nu Skin Product Testimonial Guidelines](#) whenever sharing testimonials, before-and-after photos, or other materials through the Nu Skin Services with respect to any Nu Skin products.

If you are a Nu Skin Brand Affiliate, you further represent, warrant, and agree that you will comply with the Nu Skin Brand Affiliate Agreement, the Nu Skin Policies and Procedures, the Nu Skin Social Sharing Guidelines, the Nu Skin Product Testimonial Guidelines, the Nu Skin Opportunity Testimonial Guidelines, the Nu Skin Business Advisory, and all other applicable Nu Skin guidelines (collectively, the “Nu Skin Policies and Guidelines”) in using the Nu Skin Services. If you are using the Nu Skin Services on behalf of an entity or organization that is a Nu Skin Brand Affiliate, you represent and warrant that you have the authority to bind such entity or organization to these Terms, in which case these Terms will be between such entity or organization and Nu Skin, and that you have the authority to make all of the representations and warranties contained in these Terms on such entity’s or organization’s behalf, including those set forth in this Section 2.1.

**2.2 Account Registration; Account Information.** By registering for a Nu Skin account (which may be either a Nu Skin Brand Affiliate account, a Nu Skin Member account, or a Nu Skin customer account), and in consideration for your access to and use of the additional services, features, and functionality that are available to you with such an account, you further represent, warrant, and agree that all information provided by you is accurate and complete, and that you shall maintain and update such information to keep it accurate and complete.

You understand and agree that your password may be used to attribute an electronic record and an electronic signature to you, and that you are solely responsible for keeping your login, password, and any codes related to your use of your Nu Skin account confidential. You agree to immediately notify Nu Skin of any unauthorized use of your password or any other breach of security. You will be solely liable for any claims, damages, losses, costs, or other liabilities resulting from any failure to keep your login, password, or any codes related to your use of your Nu Skin account confidential (whether such failure or any disclosure occurs with or without your knowledge or consent). Without limiting the foregoing, you understand and agree that Nu Skin shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

**2.3 Personal Information.** When you use the Nu Skin Services or register for or use a Nu Skin account, Nu Skin will collect and process certain personal information about you (“Personal Data”). This may include, but is not limited to, your name, email address, phone number, billing and shipping address, payment information, profile picture, location, usage history and information, purchase history, product interests, images, and any responses you provide to questionnaires. This information will be collected, used, and disclosed in accordance with the Nu Skin Privacy Notice, which is available for your review on the Site, as well as via the link provided at the end of this Section 2.3. The Nu Skin Privacy Notice is incorporated into these Terms by reference. By using the Nu Skin Services, you agree to the collection and use of your Personal Data in accordance with the [Nu Skin Privacy Notice](#).

## **3. DISCLAIMERS**

**3.1 Other Users.** Neither Nu Skin nor its third-party providers have control over the conduct of other users of the Nu Skin Services (collectively, “Users”), or over the truth or accuracy of the information that other Users share through the Nu Skin Services. Neither Nu Skin nor its third-party providers can guarantee the true identity of any individual with whom you engage through the Nu Skin Services. Neither Nu Skin nor its third-party providers endorse any person who uses or registers for the Nu Skin Services. NEITHER NU SKIN NOR ITS THIRD-PARTY PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, CAUSED BY ANOTHER USER OF THE NU SKIN SERVICES.

**3.2 User Disputes.** You agree that you are solely responsible for your interactions with any other User in connection with the Nu Skin Services. Neither Nu Skin nor its third-party providers shall have any liability or responsibility with respect to such interactions. Nu Skin reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Nu Skin Services.

**3.3 Nu Skin Brand Affiliates.** Nu Skin Brand Affiliates are independent third-party contractors of Nu Skin, and Nu Skin is not

responsible or liable for the statements, acts, or omissions of such Nu Skin Brand Affiliates, whether in connection with the Nu Skin Services or in any other context. You acknowledge and agree that Nu Skin has no control over, and is not responsible or liable for any information, in any medium, provided to you by a Nu Skin Brand Affiliate. Nu Skin does not confirm the accuracy or reliability of any materials created or distributed by Nu Skin Brand Affiliates in any medium.

#### **4. AGE RESTRICTIONS**

You must be at least 18 years old or the age of majority in your location, whichever is greater, to use the Nu Skin Services.

#### **5. VERA IS NOT A MEDICAL APPLICATION**

The purpose of Vera and other similar Nu Skin services are to allow you and other potential or existing customers, Nu Skin Brand Affiliates, and Nu Skin Members to explore and learn more about Nu Skin's products. Vera and other similar Nu Skin services may also help provide product recommendations. Vera and such other similar Nu Skin services are not medical applications and are not intended to be used for any medical purpose. Without limiting the foregoing, Vera and such other similar Nu Skin services are not intended for any of the following specific medical purposes: (a) diagnosis, prevention, monitoring, prediction, prognosis, treatment, or alleviation of any disease; (b) to investigate, replace, or modify the anatomy of the body or any physiological or pathological process or state; or (c) to affect the structure or function of the body. Any product recommendations provided through Vera or any similar Nu Skin services are made for entertainment, educational, and convenience purposes only and are in no event meant to provide or replace the advice of your physician or other health care provider. The statements made within Vera or other similar Nu Skin services have not been evaluated by the U.S. Food and Drug Administration (the "FDA"), and none of the Nu Skin products or the Nu Skin Services are intended to investigate, diagnose, monitor, alleviate, treat, cure, or prevent any disease. Anyone with a skin problem, nutritional concern, or other health concern should visit a medical professional for diagnosis and treatment. Please consult your physician, pharmacist, or health care provider before using dietary supplements/food supplements, especially if you have preexisting medical conditions or are taking medications.

#### **6. PRODUCT RECOMMENDATIONS**

The Nu Skin Services may provide you with certain product recommendations using its proprietary algorithms (which may include artificial intelligence and machine learning). These product recommendations may be based on information you provide to Nu Skin through the Nu Skin Services, as well as on market popularity and "look alike" audiences.

#### **7. TESTIMONIALS, BEFORE-AND-AFTER PHOTOS, AND RELATED MATERIALS**

You understand and agree that, in the event Nu Skin determines, in its sole discretion, that you have violated the Nu Skin Social Sharing Guidelines, the Nu Skin Product Testimonial Guidelines, or any applicable laws, rules, or regulations when sharing testimonials, before-and-after photos, or other materials through the Nu Skin Services with respect to any Nu Skin products, you will cooperate fully with Nu Skin to remove such posts from all forums where they have been shared. Your cooperation under this Section 7 shall be in addition to any other rights or remedies that Nu Skin may have under these Terms.

#### **8. YOUR LICENSE TO USE THE NU SKIN SERVICES**

**8.1 License.** Subject to your ongoing compliance with these Terms, you are hereby granted a revocable, non-exclusive, limited, non-transferable, non-sublicensable personal license to install Vera or other Nu Skin mobile applications on a device that you own or control and to access and use the Nu Skin Services (the "License"). Any rights not expressly granted by this Agreement, these Terms, or any applicable end-user license agreement are reserved by Nu Skin. Pursuant to these Terms, the Nu Skin Services are being licensed to you, not sold. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE NU SKIN 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. Nu Skin reserves the right to add to, change, limit, or discontinue any aspect, content, functionality, or feature of the Nu Skin Services at any time. Any such additions, changes, limitations, or discontinuations will be subject to these Terms.

**8.2 Reservation of Rights.** The Nu Skin Services, and all content therein or transferred thereby, including without limitation software, images, text, graphics, illustrations, logos, trademarks, service marks, patents, copyrights, photographs, audio, videos, and music (the "Nu Skin Content"), and all intellectual property rights related thereto, are the exclusive property of Nu Skin, Nu Skin's affiliated entities, or Nu Skin's third-party service providers, as applicable. The Nu Skin Content is protected by U.S. federal and international copyright and trademark laws and other laws protecting intellectual property or other proprietary rights. All such rights with respect to the Nu Skin Content are protected in all forms, media, and technologies existing now or hereinafter developed. No portion of the Nu Skin Content may be reprinted, republished, modified, or distributed in any form without the express written permission of Nu Skin. Use of the Nu Skin Content for any purpose not expressly permitted by these Terms is strictly prohibited. Except as explicitly provided herein, nothing in these Terms gives you a right to use any names, trademarks, logos, or other

distinctive brand features of Nu Skin, Nu Skin's affiliates, Nu Skin's third-party service providers, or Vera without prior written consent. Nothing contained in these Terms shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent or trademark of Nu Skin or any third party. Except as expressly provided in this Section 8, nothing contained herein shall be construed as conferring any license or rights under any Nu Skin or third-party copyright.

**8.3 Linking and Framing the Site.** Unless a User has a written agreement in effect with Nu Skin that provides otherwise, a User may only provide a hyperlink to the Site on another website if such User complies with all of the following: (a) the link must be a text-only link clearly marked "Nu Skin" or the link must point to the URL "http://www.nuskin.com" and not to other webpages within the Site; (b) the link, when activated by a user, must display the Site full-screen and not within a frame on the linking website; and (c) the appearance, position, and other aspects of the link must not be such as to damage or dilute the goodwill associated with the Nu Skin name and trademarks or create the false appearance that Nu Skin is associated with, or a sponsor of, the linking website. By providing this consent, Nu Skin is not foregoing its ownership or other rights in the Site or in any trademarks, copyrights, patents, or other forms of intellectual property associated with the Site. Nu Skin reserves the right to revoke its consent to any link at any time in its sole discretion.

**8.4 Feedback.** You may choose, or Nu Skin may invite you, to submit comments, suggestions, or other feedback about the Nu Skin Services, which may include, but are not limited to, ideas for how to improve the Nu Skin Services ("Feedback"). By submitting Feedback to Nu Skin, you agree that your disclosure is entirely voluntarily and without restriction and will not place Nu Skin under any fiduciary or other obligation to you. You further agree that Nu Skin is free to use and exploit the Feedback in any manner without compensation to you. Feedback, even if designated confidential by you, shall not, absent a separate written agreement between you and Nu Skin, create any confidentiality obligation for Nu Skin with respect to such Feedback, and Nu Skin is free to disclose the Feedback on a non-confidential basis, or on any other basis, to anyone. All Feedback will be the exclusive property of Nu Skin. To the extent you own any rights in the Feedback, you agree to assign, and hereby do assign, to Nu Skin all right, title, and interest in and to the Feedback. You agree to perform all acts reasonably requested by Nu Skin to perfect and enforce such rights.

## 9. YOUR LICENSE TO NU SKIN

**9.1 User Content.** By accessing, downloading, linking to, framing, browsing, or using the Nu Skin Services, and without further payment or consideration to you, you grant Nu Skin the right to use any data, materials, or other content uploaded or otherwise transmitted to, or created by you through, the Nu Skin Services, including but not limited to images, text, graphics, illustrations, logos, photographs, audio, videos, music, reviews, comments, and other materials (which may include your name, likeness, and social media user names and handles) (collectively, the "User Content"), subject to the following terms and conditions:

(a) You will retain ownership of such User Content, and you grant to Nu Skin and its designees (which may include, but are not limited to, other third-party providers, Nu Skin Brand Affiliates, and Nu Skin customers) a worldwide, royalty-free, non-exclusive license, with right of sublicense (through multiple tiers), to collect, use, reproduce, host, communicate, store, distribute (through multiple tiers), create derivative works of, and publicly display such User Content.

(b) You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Content, that the User Content does 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, that the User Content is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, and that, if you are Nu Skin Brand Affiliate, the User Content complies with the Nu Skin Policies and Guidelines.

(c) You have obtained the written consent, release, and/or permission of every identifiable individual who appears in the User Content, or if any such identifiable individual is under the age of eighteen (18) or the age of majority in your location, you have obtained the written consent, release, and/or permission from such individual's parent or guardian, to use such individual's likeness as part of such User Content in the manner contemplated by these Terms. You agree to provide to Nu Skin a copy of any such consents, releases, and/or permissions upon request. If you do submit User Content that contains the likeness of an identifiable individual under the age of eighteen (18) or the age of majority in your location, we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Content.

**9.2 Deletion of User Content.** You understand and agree that Nu Skin may, in its sole discretion and without prior notice, use, modify, revise, filter, or delete any User Content, including but not limited to permanently deleting such User Content from the Nu Skin Services at any time.

## 10. RESTRICTIONS ON USE

In using the Nu Skin Services, you represent and warrant that you will not:

(a). intentionally or unintentionally violate any of these Terms or any local, state, provincial, national, regional, or international law or

regulation;

- (b). attempt to decompile, reverse compile, reverse engineer, disassemble, or otherwise to derive source code from any part of the Nu Skin Services, or any other software provided in connection with the Nu Skin Services;
- (c). make any modification, adaptation, improvement, enhancement, or translation of, or create derivative works from, the Nu Skin Services, or use, copy, modify, alter, or transfer the Nu Skin Services contrary to these Terms or applicable laws and regulations;
- (d). access or use the Nu Skin Services for the purpose of copying any feature of the Nu Skin Services, or for building a competitive product;
- (e). license, sell, rent, lease, transfer, assign, redistribute, or otherwise commercially exploit the Nu Skin Services or any aspect thereof;
- (f). upload, post, email, transmit, or otherwise make available any material that:
  - (i). is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
  - (ii). you do not have a right to make available under any law or under a contractual relationship, or which discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement;
  - (iii). infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party (including privacy rights);
  - (iv). is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - (v). contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Nu Skin Services, or any computer software or hardware, telecommunications equipment, or data of Nu Skin or any other User, or that compromises another User's privacy;
  - (vi). contains any falsehoods or misrepresentations or creates an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- (g). use the Nu Skin Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation photographs of others without their permission, personal contact information, or credit, debit, or other account numbers;
- (h). interfere with another's use of the Nu Skin Services, or with Nu Skin's ability to provide the Nu Skin Services;
- (i). create liability for Nu Skin or cause Nu Skin to lose the services of our Internet service providers or other third-party providers;
- (j). "stalk" or harass any other User of the Nu Skin Services, or collect or store any information about any other User, other than for purposes of transacting with one another;
- (k). impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (l). use automated scripts to collect information or otherwise interact with the Nu Skin Services;
- (m). remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices of Nu Skin or any other party;
- (n). use the Nu Skin Services on a device without permission, regardless of whether it is a stolen, lost, or unauthorized device, or tamper with or make an unauthorized connection to the network of any wireless service provider;
- (o). use any part of the Nu Skin 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; or
- (p). advocate, encourage, assist, allow, permit, or enable any third party in doing any of the foregoing.

## **11. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE NU SKIN SERVICES IS AT YOUR SOLE RISK AND DISCRETION. THE NU SKIN 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 ITS THIRD-PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE NU SKIN SERVICES, ANY CONTENT AVAILABLE ON OR THROUGH THE NU SKIN SERVICES, OR ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE NU SKIN SERVICES (UNLESS EXPRESSLY STATED FOR A PARTICULAR PRODUCT OR SERVICE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

NU SKIN AND EACH OF ITS THIRD-PARTY PROVIDERS MAKES NO WARRANTY (A) AGAINST INTERFERENCE OF YOUR ENJOYMENT OF THE NU SKIN SERVICES; (B) THAT THE NU SKIN SERVICES WILL BE FUNCTIONAL, UNINTERRUPTED, ERROR-FREE OR BUG-FREE, OR MEET YOUR REQUIREMENTS; (C) REGARDING THE SECURITY, RELIABILITY, OR TIMELINESS OF THE NU SKIN SERVICES; OR (D) THAT ANY ERRORS, BUGS, OR FAILURES IN THE NU SKIN SERVICES WILL BE CORRECTED.

ANY CONTENT OR MATERIAL DOWNLOADED, TRANSMITTED, STORED, ACCESSED, OR OTHERWISE MAINTAINED THROUGH YOUR USE OF THE NU SKIN SERVICES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM ANY SUCH USE OF THE NU SKIN SERVICES. NO ADVICE, COURSE OF CONDUCT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NU SKIN OR ANY PARTY, OR THROUGH THE NU SKIN SERVICES, SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT NU SKIN MIGHT NOT BE ABLE TO OFFER THE NU SKIN SERVICES AT ALL IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS.

## 12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless each of Nu Skin, Nu Skin's third-party providers, and each of their respective owners, officers, directors, members, managers, affiliates, subsidiaries, employees, agents, representatives, contractors, suppliers, licensors, successors, and assigns from and against any claim, demand, proceeding, loss, damage, liability, cost, or expense (including but not limited to reasonable attorneys' fees and court costs) of any kind arising out of (a) your access to, use, or misuse of the Nu Skin Services or any third-party content and services; (b) any breach by you of your obligations under this Agreement or these Terms; (c) any content you create, submit, post, transmit, or otherwise make available through the Nu Skin Services; (d) your violation of the rights of a third party, including but not limited to 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; (e) any violation of law; (f) your negligence or willful misconduct; (g) any dealings between you and any person or entity that you send or otherwise transmit any content to using the Nu Skin Services; (h) your violation of any contract you enter into with another User of the Nu Skin Services; or (i) your misuse of goods or products provided through the Nu Skin Services. This obligation shall survive the termination or expiration of this Agreement, these Terms, and/or your use of the Nu Skin Services. Nu Skin reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Nu Skin, and you agree to cooperate in such defense. You will not in any event settle any matter without the written consent of Nu Skin.

## 13. GOVERNING LAW

The place of origin of these Terms and this Agreement is the State of Utah, United States of America. These Terms and this Agreement will be governed by, construed in accordance with, and interpreted pursuant to the substantive laws of the State of Utah, without giving effect to its rules regarding choice of laws, provided, however, the agreement to arbitrate applicable to Nu Skin Brand Affiliates in Section 17 of these Terms shall be governed by the Federal Arbitration Act.

## 14. CHOICE OF FORUM

**14.1 Nu Skin Brand Affiliates.** If you are a Nu Skin Brand Affiliate, the exclusive venue for the arbitration hearing and court proceedings related to the arbitration of any and all Disputes (as defined in Section 17 below) will be in Salt Lake County, State of Utah, United States of America, in accordance with Section 17, Arbitration Agreement. If any Dispute or any other claim, dispute, or controversy arising out of or related to this Agreement, these Terms, or the Nu Skin Services is not submitted to arbitration in accordance with Section 17, the exclusive venue for the adjudication of such claims, disputes, and controversies shall be the state and federal courts located in Salt Lake County, State of Utah. You consent to the personal jurisdiction of the state and federal courts located in Salt Lake County, State of Utah, and waive any objection to improper venue. YOU FURTHER WAIVE YOUR RIGHT TO A JURY TRIAL. 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.

**14.2 Nu Skin Members, Customers, and Other Users.**

(a) To the extent permitted by applicable laws, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, State of Utah, United States of America, and waive any objection to improper venue, for any claims, disputes, or controversies arising out of or relating to this Agreement, these Terms, your use of the Nu Skin Services, or the purchase of products or services through the Nu Skin Services. You agree not to commence any litigation relating thereto except in such courts. You hereby irrevocably and unconditionally agree not to plead or claim in any court in Salt Lake County, State of Utah, that any claim, dispute, or controversy brought therein has been brought in an inconvenient forum. YOU FURTHER WAIVE YOUR RIGHT TO A JURY TRIAL. 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.

## 15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL NU SKIN OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE NU SKIN SERVICES, OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, OR OTHERWISE AFFILIATED ENTITIES, PREDECESSORS, SUCCESSORS, ASSIGNS, PARTNERS, OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, INVESTORS, REPRESENTATIVES, AGENTS, OR VENDORS (COLLECTIVELY, THE "NU SKIN RELATED PARTIES"), BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF FUTURE REVENUE OR INCOME; LOSS OF PERSONAL OR BUSINESS REPUTATION OR OPPORTUNITY; LOSS OF PROFITS; LOSS OF GOODWILL; LOSS OF USE; LOSS OF DATA; LOSS OF CONFIDENTIAL INFORMATION; OR BUSINESS INTERRUPTION, CORRUPTION OF DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ANY OF THE NU SKIN RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), ARISING

OUT OF OR RELATING TO (A) ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR THESE TERMS; (B) YOUR USE OF OR INABILITY TO USE THE NU SKIN SERVICES, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION, OR SERVICES, (D) ERRORS, MISTAKES, OR INACCURACIES IN ANY INFORMATION AVAILABLE ON THE NU SKIN SERVICES, (E) ANY BUGS, VIRUSES, OR OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE NU SKIN SERVICES, (F) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY WITHIN OR THROUGH THE NU SKIN SERVICES; (H) ANY DEALINGS OR TRANSACTIONS BETWEEN YOU AND ANY PERSONS, ENTITIES, OR USERS WHOM YOU SEND OR TRANSMIT ANY CONTENT TO USING THE NU SKIN SERVICES, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES OFFERED BY YOU TO SUCH PERSONS, ENTITIES, OR USERS; (I) YOUR STATUS AS AN INDEPENDENT CONTRACTOR AND BRAND AFFILIATE OF NU SKIN PRODUCTS; (J) A THIRD-PARTY PROVIDER'S STATUS AS A PROVIDER OF SERVICES TO YOU OR NU SKIN; (K) ANY ACT, OMISSION, OR OTHER CONDUCT ARISING OUT OF OR RELATED TO THE NU SKIN SERVICES; OR (L) ANY OTHER MATTER RELATING TO THE NU SKIN SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE THAT IN NO EVENT SHALL THE ENTIRE AGGREGATE LIABILITY OF THE NU SKIN RELATED PARTIES TO YOU OR YOUR SUCCESSORS OR ASSIGNS FOR ANY CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, THESE TERMS, OR YOUR USE OF THE NU SKIN SERVICES, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR CAUSE OF ACTION ARISING IN CONTRACT, TORT, OR EQUITY, EXCEED THE TOTAL AMOUNT OF ANY FEES PAID BY YOU FOR USE OF THE NU SKIN SERVICES, OR \$50 USD (OR THE CORRESPONDING AMOUNT ONCE CONVERTED INTO YOUR LOCAL CURRENCY), WHICHEVER IS GREATER. AS SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW.

#### **16. ATTORNEYS' FEES**

If any party commences any action or proceeding, whether an arbitration action or proceeding or a judicial action or proceeding, to interpret or enforce any of the terms or conditions of this Agreement or these Terms, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the defense or prosecution of claims in such action or proceeding

#### **17. ARBITRATION AGREEMENT**

NU SKIN BRAND AFFILIATES PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS.

**17.1 What is Mandatory Arbitration.** In order to expedite the resolution of all Disputes (as such term is defined below), Nu Skin has instituted a mandatory arbitration procedure between it and its Nu Skin Brand Affiliates. Arbitration involves the referral of a Dispute to an impartial third party known as an arbitrator for hearing and decision. The arbitrator acts as a private judge, considers the parties' evidence, and renders a binding decision in the form of an arbitration award. The arbitrator's award is a final ruling, and judgment on the award may be entered by a court of law. The object of arbitration is the final resolution of Disputes in a quicker, more private, and less formal manner than ordinary court proceedings.

**17.2 Arbitration is Mandatory and Binding as to All Disputes.** IF YOU ARE A NU SKIN BRAND AFFILIATE, YOU AND NU SKIN AGREE THAT MANDATORY AND BINDING ARBITRATION IS THE SOLE MEANS TO DECIDE ANY AND ALL DISPUTES, EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN. BY AGREEING TO ARBITRATION, YOU AND NU SKIN WAIVE ALL RIGHTS TO ANY JURY OR COURT TRIALS FOR THE RESOLUTION OF DISPUTES AND AGREE THAT THE ARBITRATION AWARD IS FINAL AND THAT A JUDGMENT MAY BE ENTERED BY A COURT ON THE AWARD.

**17.3 Definition of a "Dispute."** A "DISPUTE" MEANS ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, LAW, PRODUCT LIABILITY, EQUITY, OR ANY OTHER CAUSE OF ACTION, (I) ARISING FROM OR RELATED TO THIS AGREEMENT, OR ANY ALLEGED BREACH THEREOF, THESE TERMS, YOUR USE OF OR INABILITY TO USE ALL OR PART OF THE NU SKIN SERVICES, OR THE USE OF OR THE INABILITY TO USE ALL OR PART OF THE NU SKIN SERVICES BY ANY OF YOUR CUSTOMERS, BRAND AFFILIATES IN YOUR DOWNLINE OR UPLINE, OR THE CUSTOMERS OF BRAND AFFILIATES IN YOUR DOWNLINE OR UPLINE, INCLUDING WITHOUT LIMITATION ANY AND ALL SUCH CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS BETWEEN YOU AND ANY OF THE NU SKIN PARTIES (AS SUCH TERM IS DEFINED BELOW), BETWEEN YOU AND ANY THIRD-PARTY PROVIDER OF ALL OR ANY PORTION OF THE NU SKIN SERVICES (EACH, A "THIRD-PARTY PROVIDER") (EACH SUCH THIRD-PARTY PROVIDER SHALL BE A THIRD-PARTY BENEFICIARY OF THIS SECTION 17, ARBITRATION AGREEMENT), BETWEEN YOU, ANY OF THE NU SKIN PARTIES, AND ANY OF NU SKIN'S THIRD-PARTY PROVIDERS, BETWEEN YOU AND ANOTHER NU SKIN BRAND AFFILIATE (WHO SHALL BE A THIRD-PARTY BENEFICIARY OF THIS SECTION 17, ARBITRATION AGREEMENT), BETWEEN YOU, ANY OF THE NU SKIN

PARTIES, AND ANOTHER NU SKIN BRAND AFFILIATE, OR BETWEEN YOU, ANY OF THE NU SKIN PARTIES, ANOTHER NU SKIN BRAND AFFILIATE, AND ANY OF NU SKIN'S THIRD-PARTY PROVIDERS, OR (II) ARISING OUT OF OR RELATED TO THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT OR THESE TERMS. The "Nu Skin Parties" shall mean Nu Skin, Nu Skin Enterprises, Inc., Nu Skin Enterprises United States, Inc., and their respective parents, subsidiaries, and otherwise affiliated entities. Each of Nu Skin Enterprises, Inc., Nu Skin Enterprises United States, Inc., and their respective parents, subsidiaries, and otherwise affiliated entities, as well as the parents, subsidiaries, and otherwise affiliated entities of Nu Skin, shall be a third-party beneficiary of this Section 17, Arbitration Agreement. Nothing in this definition of "Dispute" is intended to, nor shall it be interpreted to, permit adjudication of any Dispute as a class action.

**17.4 Mediation.** Mediation is a voluntary process whereby a neutral third party known as a mediator attempts to resolve a Dispute between contending parties. The object of the mediator is to increase the parties' mutual understanding of the Dispute, persuade them to adjust their positions towards each other, and hopefully resolve the Dispute through agreement by the parties. If all parties to the Dispute agree to mediation, then Nu Skin will facilitate a mediation to be held in Salt Lake City, State of Utah, at the offices of Nu Skin's outside counsel. The mediation will be conducted in the English language. All fees and costs of the mediation will be borne equally by the parties to the mediation. If not all parties to the Dispute agree to the mediation, or any agreed-to mediation is not successful, then the Dispute will be submitted to arbitration as provided in this Section 17.

**17.5 Arbitrating Parties.** All parties that will participate in the arbitration, including you (a Nu Skin Brand Affiliate), the Nu Skin Parties, another Nu Skin Brand Affiliate, or Nu Skin's Third-Party Providers, are referred to as "Arbitrating Parties" in this Section 17.

**17.6 Arbitration Procedure.**

17.6.1 AAA Arbitration, Arbitration Seat, and Arbitration Location. All Disputes not resolved by mediation shall be settled by binding arbitration administered by the American Arbitration Association ("AAA"), or its designated successor, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered by any state or federal court located in Salt Lake County, State of Utah, having jurisdiction. Salt Lake County, State of Utah, shall be the place and seat of the arbitration, and the state and federal courts located in Salt Lake County, State of Utah, shall have exclusive venue of any matters relating to the arbitration, including without limitation deciding petitions and motions to compel arbitration and confirming, modifying, or vacating the arbitration award. You and Nu Skin consent to the personal jurisdiction of any state or federal court located in Salt Lake County, State of Utah, to adjudicate such matters relating to the arbitration and waive any objection to improper venue. The proceedings will be held before a single arbitrator, who will render a final and binding decision. The arbitration hearing will be held in the Salt Lake City, Utah, offices of Nu Skin's outside counsel

17.6.2 Agreed Modifications to the AAA Commercial Arbitration Rules ("CAR"). Section 17.6.1 and the following subsections of this Section 17.6.2 shall govern the arbitration proceedings notwithstanding anything in the CAR to the contrary.

17.6.2.1 Procedural Rules. Unless the Arbitrating Parties otherwise agree after the Dispute arises, neither the "Expedited Procedures" of the CAR nor the "Procedures for Large, Complex Commercial Disputes" of the CAR shall apply to the arbitration.

17.6.2.2 When an Arbitration Claim May Be Made. A claim made in a demand for arbitration or a counterclaim or crossclaim asserted in arbitration (collectively, an "Arbitration Claim") shall in no event be made after the date when the institution of legal or equitable proceedings based on the Arbitration Claim would be barred by the applicable statute of limitations, statute of repose, or contractual limitation on the assertion of claims. For purposes of applicable statutes of limitation, statutes of response, and contractual limitations on the assertion of claims, receipt by the AAA of an Arbitration Claim shall constitute the institution of legal or equitable proceedings based on the Arbitration Claim.

17.6.2.3 Selection of Single Arbitrator. The arbitration proceedings will be held before a single arbitrator. Before the procedures of the CAR for the selection of an arbitrator are commenced by the AAA, the Arbitrating Parties shall have not less than fifteen (15) calendar days after filing of the initial demand for arbitration, the initial counterclaim (if any), and initial crossclaim (if any) to mutually agree upon the appointment of the arbitrator.

17.6.2.4 Qualifications of Arbitrator. Unless the Arbitrating Parties mutually agree to the appointment of the arbitrator pursuant to Section 17.6.2.3, the arbitrator selected in accordance with the procedures of the CAR shall (a) be a professional arbitrator having not less than ten (10) years' experience in conducting AAA arbitrations; (b) be law trained and have practiced law as a licensed lawyer and/or have served as a judge for not less than ten (10) years; (c) have at least five (5) years' experience in software licensing agreements and terms of use; and (d) have some experience with multilevel marketing companies having a direct sales independent contractor distributor network.

17.6.2.5 Consolidation of Arbitrations. The Arbitrating Parties agree that a court with jurisdiction may on the petition of Nu



Skin (but not any other Arbitrating Party) (a) consolidate separate arbitration proceedings to which any of the Nu Skin Parties is a party as to all or some claims if there are separate agreements to arbitrate or separate arbitration proceedings between the same parties, and (b) consolidate separate arbitration proceedings as to all or some claims if any of the Nu Skin Parties is a party to a separate agreement to arbitrate or a separate arbitration proceeding with a third party when (1) the claims subject to the agreements to arbitrate arise in substantial part from the same transaction or series of related transactions or the Nu Skin business, (2) the existence of a common issue of fact or law creates a possibility of conflicting decisions in the separate arbitration proceedings, and (3) the prejudice resulting from a failure to consolidate is not outweighed by the risk of undue delay or prejudice to the rights of, or hardship to, parties opposing consolidation. The Arbitrating Parties agree that there shall be no other consolidations of separate arbitration proceedings.

17.6.2.6 Discovery. The arbitrator will have the discretion to order a pre-arbitration exchange of information by the Arbitrating Parties, including but not limited to the production of documents supporting an Arbitrating Party's claims or defenses, the production of requested documents, the identification of proposed witnesses and summaries of their expected testimony, the production of reports of expert witnesses expected to testify at the arbitration hearing, and the depositions of witnesses and Arbitrating Parties. Additionally, subject to the arbitrator's discretion, the Arbitrating Parties may submit a pre-arbitration brief outlining the legal causes of action, factual background, and argument of positions.

17.6.2.7 Presentation of Evidence. The arbitrator shall allow the presentation of evidence at the arbitration hearing by Affidavit and/or Declaration of a witness, despite the absence of the opportunity by the opposing parties to cross-examine the witness, but the arbitrator may reduce the weight that the arbitrator gives to such evidence. The arbitrator shall allow the presentation of testimony of witnesses at the arbitration hearing by deposition or by video deposition that was taken under circumstances that allowed for cross-examination of the witness even if the witness is available to attend the arbitration hearing and subject to the subpoena power of the arbitrator. The arbitrator shall allow the presentation of testimony of witnesses at the arbitration hearing via live video platforms, and such witnesses shall be subject to cross-examination via the same live video platform.

17.6.2.8 Dispositive Motions. The arbitrator shall grant motions dispositive of some or all claims of an Arbitrating Party only when there is no dispute as to any facts material to the disposition and the disposition can be made as a matter of law.

17.6.2.9 Date of Arbitration. Unless all Arbitrating Parties agree otherwise, or a court with jurisdiction orders otherwise on the petition of one of the Arbitrating Parties for good cause, the arbitration will take place within six (6) months after the Arbitration Claim is filed.

17.6.2.10 Date of the Award. On the petition of an Arbitrating Party for good cause, a court with jurisdiction may extend the time for the arbitrator to issue an award following the close of the arbitration hearing, and such order may be issued before or after the expiration of the time for the issuance of the award.

17.6.2.11 Reasoned Award. The arbitrator shall issue a reasoned award.

17.6.2.12 Language. The arbitration will be conducted in the English language, but at the request and expense of the requesting Arbitrating Party, documents and testimonies will be translated into the requesting Arbitrating Party's language.

17.6.2.13 No Class Actions. No Dispute will be adjudicated, in arbitration or any other judicial proceeding, as a class action.

17.6.2.14 Permitted Attendees. Each Arbitrating Party in the arbitration is limited to the attendance of the Arbitrating Party and, with respect to you and your Brand Affiliate account, those individuals appearing on your Brand Affiliate account with Nu Skin. In addition, each Arbitrating Party is limited to no more than three attorneys.

17.6.2.15 Fees and Expenses of Arbitrator. All fees and expenses of the arbitrator will be borne equally by the Arbitrating Parties in the arbitration, subject to allocation in the final award.

### 17.6.3 Arbitration Awards.

(a) The arbitrator's award will be final and binding. It will be a full resolution of all existing claims and disputes between the Arbitrating Parties in the arbitration. Judgment upon any arbitration award may be entered by any state or federal court with jurisdiction located within Salt Lake County, the State of Utah. The binding and preclusive effect of any arbitration award will be limited to the actual Dispute and Arbitration Claim arbitrated, and to the Arbitrating Parties, and will have no collateral effect on any other disputes or claims of any kind.

(b) The arbitrator's decision will be in writing and based on the application of the strict rules of law to the evidence submitted in the arbitration. In addition to an award for monetary damages incurred, the arbitrator may also award a prevailing Arbitrating Party the costs and expenses of the proceeding, including but not limited to arbitration fees and reasonable attorney's fees. However, punitive damage awards are not allowed. NEITHER AN ARBITRATING PARTY, NOR NU

SKIN, NOR A NU SKIN THIRD-PARTY PROVIDER, NOR ANY OF NU SKIN'S OR NU SKIN'S THIRD-PARTY PROVIDERS' PARENT, SUBSIDIARY, RELATED OR AFFILIATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, INVESTORS, OR VENDORS, WILL HAVE ANY LIABILITY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE REVENUE OR INCOME, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY ARISING OUT OF OR RELATING TO ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR THESE TERMS, OR FOR ANY ACT, OMISSION, OR OTHER CONDUCT ARISING OUT OF OR RELATED TO THE NU SKIN SERVICES, AN ARBITRATING PARTY'S STATUS AS AN INDEPENDENT CONTRACTOR AND BRAND AFFILIATE OF NU SKIN'S PRODUCTS, OR A THIRD-PARTY PROVIDER'S STATUS AS A THIRD-PARTY PROVIDER OF SERVICES TO YOU OR TO NU SKIN.

(c) This Agreement contains a limitation of liability in Section 15. The arbitrator shall have no authority to award damages against the Nu Skin Related Parties (defined in Section 15) such that the entire aggregate liability of the Nu Skin Related Parties exceeds the agreed limitation on liability of the Nu Skin Related Parties set forth in Section 15 of this Agreement.

17.6.4 Confidentiality. All arbitration proceedings will be private and closed to the public, and the documents, pleadings, and testimony produced in the proceedings shall be kept confidential. Except as may be required by law, and the use of the arbitration award to procure or to oppose the entry of a judgment on the arbitration award by a court of law or to appeal or enforce a judgment entered on the arbitration award, neither an Arbitrating Party nor the arbitrator may disclose the existence, content, or results of any arbitration proceeding without the prior written consent of all the Arbitrating Parties.

17.6.5 Enforcement of Judgment Entered on Arbitration Award; Injunctive Relief. Notwithstanding this arbitration agreement, any Arbitrating Party may apply to a court of competent jurisdiction in the State of Utah, or in any other jurisdiction as necessary to enforce a judgment entered on an arbitration award or injunctive relief granted by an arbitrator or a court of competent jurisdiction regarding an arbitration under this arbitration agreement. Notwithstanding this arbitration agreement, any Arbitrating Party may apply to a federal or state court with competent jurisdiction located in Salt Lake County, State of Utah, (i) to seek a temporary restraining order, preliminary injunction, other injunctive relief, or an order compelling arbitration; or, (ii) in an action brought by Nu Skin or its Third-Party Providers, to enforce their respective trademarks, patents, copyrights, or other intellectual property. The institution of any action in a court for equitable relief, to enforce an arbitration award or order or to enforce a judgment entered on an arbitration award or order, will not constitute a waiver of the obligation of any Arbitrating Party to submit any Dispute to arbitration.

17.6.6 Survival. This agreement to arbitrate will survive any termination or expiration of this Agreement, these Terms, or your Nu Skin Brand Affiliate account.

## **18. MODIFICATION, SUSPENSION, OR TERMINATION OF YOUR ACCESS**

**18.1 Modification, Suspension, or Termination by Nu Skin.** Your access to your Nu Skin account and/or to the Nu Skin Services may be modified, restricted, or suspended, in whole or in part, at any time, for any or no reason, without prior notice to you, except as may be required under applicable laws, rules, or regulations or your Brand Affiliate Agreement and the Nu Skin Policies and Guidelines. Further, your Nu Skin account or your access to the Nu Skin Services may be terminated at any time, for any or no reason, without prior notice to you, except as may be required under applicable laws, rules, or regulations or your Brand Affiliate Agreement and the Nu Skin Policies and Guidelines. Any such modification, restriction, suspension, or termination shall be made by Nu Skin in its sole discretion, and neither Nu Skin nor its third-party providers shall be responsible to you or any third party for any damages that may result from such modification, restriction, suspension, or termination of your Nu Skin account and/or your access to the Nu Skin Services. Reasons for termination may include, but are not limited to: (a) violations of these Terms and any other policies or guidelines that are referenced in these Terms and/or posted within the Nu Skin Services; (b) discontinuance or material modification to the Nu Skin Services or any part thereof; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) cases where the provision of the Nu Skin Services to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) if you are a Nu Skin Brand Affiliate, violations of your Brand Affiliate Agreement or the Nu Skin Policies and Guidelines.

**18.2 Termination of Your Nu Skin Account by You.** You may terminate your Nu Skin account at any time by contacting Nu Skin Customer Service:

**Australia:** 1300-687-546

**Brunei:** +673 2 422 225

**Mainland China:** 400-004-5678

**French Polynesia:** +61 2 9491 0934

**Hong Kong:** (852) 2837 7700

**Indonesia:** 021 300 300 10

**Japan:** 0120-022-723

Malaysia: +603 2170 7700 or +603 2170 7888

New Caledonia: +61 2 9491 0934

New Zealand: 0800 687 546

Philippines: +632.88687546

Singapore: 65 6837-3363

South Korea: 1588-1440

Taiwan: (02) 8752-8555

Thailand: 02-506-1888

Vietnam: (028) 3932.4300

**18.3 User Content Upon Termination of Your Nu Skin Account.** Upon termination of your Nu Skin account for any reason, all User Content associated with your Nu Skin account shall be deleted. You may continue to use certain features of the Nu Skin Services without maintaining a Nu Skin account, subject to your ongoing compliance with these Terms and this Agreement. You may contact us at [privacy@nuskin.com](mailto:privacy@nuskin.com) for any questions related to exercising your rights under the Privacy Notice with respect to any personal information provided by you within the Nu Skin Services.

## 19. SECURITY OF THE NU SKIN SERVICES

The Nu Skin Services are intended for your personal use only. You understand and acknowledge that the Nu Skin Services may not function properly, may contain errors or bugs, and are susceptible to breach, corruption, or failure. If any of the Nu Skin Services malfunction or fail, or if Vera or any other Nu Skin mobile applications are disabled or uninstalled from your device, with or without your knowledge and/or consent, some or all of the Nu Skin Services may 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 Nu Skin Services or from disabling or uninstalling Vera or any other Nu Skin mobile applications, with or without your knowledge and/or consent.

## 20. PRODUCT PURCHASES AND REFUNDS

**20.1 Applicable Market Purchases.** You may have the opportunity to order certain products and services through the Nu Skin Services. You are subject to the terms and conditions governing such product orders in the market where you make the purchase, and it is your responsibility to be aware of their details. If you are a Nu Skin Brand Affiliate, your purchase will be subject to your separate Brand Affiliate Agreement and other related agreements with Nu Skin.

**20.2 Returns.** If you desire to return a Nu Skin product that you have purchased through the Nu Skin Services, please consult the return policies applicable to your market, which may be found on your local Nu Skin website.

**20.3 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 these Terms and 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.

**20.4 Incorrect Pricing.** In the event a product is listed at an incorrect price or with incorrect information due to a typographical error or error in pricing or product information, Nu Skin shall have the right to refuse or cancel any orders placed for products listed at the incorrect price, except where prohibited by applicable laws or regulations. Nu Skin shall have the right to refuse or cancel any such orders, whether or not the order has been confirmed and a credit card charged. Further, Nu Skin reserves the right, in its 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, Nu Skin shall immediately issue a credit to your credit card account in the amount of the charge.

**20.5 Product Descriptions.** 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, your sole remedy is to return the product pursuant to Nu Skin's Refund Policy, which may be found on your local Nu Skin website.

**20.6 Purchase Limitations.** We reserve the right, with or without prior notice, to (a) 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, (d) terminate our provision of any product or service, or (e) refuse to provide you or any customer with any product or service. The price and availability of any Nu Skin product or service may be changed at any time without notice.

**20.7 Promotions.** The Nu Skin Services may contain contests or promotions that require you to send material or information about yourself or your Nu Skin business in order to participate. Please note that any such contest or promotion offered through the Nu Skin Services may be governed by a separate set of terms and conditions, which 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 jurisdictions where it is

prohibited.

## **21. ASSIGNMENT**

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of Nu Skin, except pursuant to the sale of your business, or all or substantially all of its assets. Nu Skin may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

## **22. THIRD PARTY BENEFICIARY RIGHTS**

Except as expressly stated herein, no person who is not a party to these Terms or to this Agreement is intended to be a beneficiary of these Terms or this Agreement, and no person who is not a party to these Terms or this Agreement shall have any right to enforce any provision of these Terms or this Agreement.

## **23. THIRD PARTY SITES AND SERVICES**

The Nu Skin Services may direct you to sites, software, or services owned or operated by third parties ("Third-Party Sites"). Nu Skin has not reviewed all of the Third-Party Sites to which you may be directed, and Nu Skin has no control over such Third-Party Sites.

Additionally, Nu Skin has no control over and is 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 the Nu Skin Services direct you to such Third-Party Sites does not indicate any approval or endorsement of any such Third-Party Sites. The Nu Skin Services 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, Nu Skin strongly encourages you to become familiar with the terms of use and practices of any such Third-Party Sites. Third-Party Sites may provide links to other sites and apps with or without Nu Skin's authorization. Nu Skin does not endorse such sites, and Nu Skin is not and will not be responsible or liable for any links to those sites or 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. YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES, SOFTWARE, AND SERVICES, INCLUDING BUT NOT LIMITED TO YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD-PARTY 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. YOU HEREBY RELEASE NU SKIN, AND NU SKIN'S THIRD-PARTY PROVIDERS, FROM ALL LIABILITY AND/OR DAMAGES THAT MAY ARISE FROM YOUR USE OF ANY THIRD-PARTY SITES OR YOUR RECEIPT OF SERVICES FROM ANY THIRD-PARTY SITES. Nu Skin has the right, and any time and in its sole discretion, to block links to Third-Party Sites and apps through technological or other means without prior notice.

## **24. SYSTEM OUTAGES**

Nu Skin and its third-party providers periodically schedule system downtime for the Nu Skin Services for maintenance and other purposes. Unplanned system outages may also occur. Neither Nu Skin nor its third-party providers shall have any liability whatsoever for the resulting unavailability of the Nu Skin Services, for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or nondelivery of information caused by such system outages, or for any third-party acts or any other outages of web host providers or the Internet infrastructure and network external to the Nu Skin Services.

## **25. EXPORT RESTRICTIONS**

You may not use or otherwise export or re-export the Nu Skin Services except as authorized by United States law and the laws of the jurisdiction in which the Nu Skin Services were obtained. You agree (a) to comply with the requirements of the U.S. Department of Commerce 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 but not limited to any applicable import and use restrictions, to the extent that any apply to you.

## **26. SERVICE PROVIDER PAYMENT**

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

## **27. NOTICES**

By using the Nu Skin Services, you consent to receive all agreements, communications, notices, and disclosures in connection with the Nu Skin Services in electronic form, including short message service ("SMS").

## **28. DISTRIBUTION CHANNELS**

Vera and other Nu Skin mobile applications may be made available through the Apple App Store, Google Play, or other distribution channels (each, a "Distribution Channel"). If you obtain Vera or another Nu Skin app through a Distribution Channel, you may be subject

to additional terms of the Distribution Channel. These Terms are between you and Nu Skin only, and not with the Distribution Channel. Where Vera or another Nu Skin app is made available for your use in connection with an Apple-branded product ("Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

- You and Nu Skin each acknowledge that these Terms are concluded between you and Nu Skin only, and not with Apple Inc. ("Apple"), and that as between Nu Skin and Apple, Nu Skin and its third-party providers, not Apple, are solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be the sole responsibility of Nu Skin and its third-party providers, as applicable, to the extent it cannot be disclaimed under applicable law.
- You and Nu Skin each acknowledge that Nu Skin and its third-party providers, as applicable, not Apple, are responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Nu Skin and Apple, Nu Skin and its third-party providers, as applicable, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Nu Skin as follows:

Attention: Legal  
Nu Skin International, Inc.  
75 West Center Street  
Provo, Utah 84601  
United States

You and Nu Skin each acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

## **29. COPYRIGHT**

Nu Skin's policy regarding copyright infringement and Nu Skin's designated agent for receipt of copyright infringement claims pursuant to the Digital Millennium Copyright Act (17 USC § 512) is set forth below:

### **NU SKIN COPYRIGHT NOTICE**

Nu Skin respects the intellectual property rights of others and requires those who use the Nu Skin Services to do the same. Nu Skin

may, in appropriate circumstances and in its discretion, remove or disable access to material that infringes upon the intellectual property rights of others. Nu Skin may also, in its 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 the Nu Skin Services in any manner that constitutes copyright infringement, please notify Nu Skin's copyright agent by written notice. The notice should include the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- a description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- identification of the location in the Nu Skin Services of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- your name, address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner, or the law; and
- a statement by you, under penalty of perjury, that the information in this notification is accurate and that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

Nu Skin's copyright agent for notice of claims of copyright infringement through the Nu Skin Services is Blaine Knight, who can be reached as follows:

By mail:

Nu Skin International, Inc.  
ATTN: Legal Department  
75 West Center Street  
Provo, Utah 84601  
United States

By email:

copyright@nuskin.com

By telephone:

(801) 345-1000

By facsimile:

(801) 345-3524

### **30. ENTIRE AGREEMENT**

This Agreement, these Terms, the Nu Skin Privacy Policy, and any other documents expressly incorporated herein by reference constitute the entire agreement between you and Nu Skin governing your use of the Nu Skin Services and all related activities. These Terms supplement and do not supersede any other policies that apply to you, including but not limited to your Nu Skin Brand Affiliate Agreement and the Nu Skin Policies and Guidelines.

### **31. NO WAIVER**

Nu Skin's delay or failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

### **32. HEADINGS**

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

### **33. SEVERABILITY**

If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

### **34. CONTACT US**

If you have any questions about these Terms or if you wish to receive any additional information, provide feedback, or raise any concerns in relation to the Nu Skin Services, please contact Nu Skin at: [privacy@nuskin.com](mailto:privacy@nuskin.com).

Effective: 20th August 2022  
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