

TERMS OF USE

BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES, PLEASE READ THESE TERMS OF USE, THE GLOBAL PRIVACY NOTICE, AND THE PRIVACY ADDENDUM OF NU SKIN INDIA PRIVATE LIMITED, a Subsidiary of NSE Asia Products, Pte. Ltd. and Nu Skin International, Inc. The Global Privacy Notice is located at <https://legal.nuskin.com/privacy.html> and the Nu Skin India Privacy Addendum is located at [link to India Addendum] ("Privacy Notice").

This Agreement sets forth the legal terms and conditions ("Terms") governing your use of this website (the "Site") and all of our other products, features, services, technologies, software, websites, and mobile applications (collectively, and together with the Site, the "Nu Skin Services"), except where we expressly state that separate terms (and not these Terms) apply.

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.

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.

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 including the India Addendum to that notice, both of which are 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 Global Privacy Policy and the Nu Skin India Privacy Addendum (links to each are at the top of this document).

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. 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.

6. 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.

7. YOUR LICENSE TO USE THE NU SKIN SERVICES

7.1 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 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.

7.2 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, or Nu Skin’s third-party service providers 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.

7.3 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.

7.4 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.

7.5 Virtual Events and Digital Content. Nu Skin may offer virtual events, webinars, digital downloads, and other online content through the Nu Skin Services. Your participation in or purchase of such content is subject to these Terms and any additional event-specific terms presented at the time of registration or purchase. Nu Skin reserves the right to record virtual events and use such recordings for training, marketing, or other business purposes. You may not record, reproduce, distribute, or create derivative works from any Nu Skin virtual event or digital content without Nu Skin's express written permission.

8. YOUR LICENSE TO NU SKIN

8.1 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.

8.2 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.

9. 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; or
- (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.

10. 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.

12. GOVERNING LAW

We operate this Site in India. Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site from locations outside of India, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable. We reserve the right, in our sole discretion, to limit the availability of the Site goods and/or services to any person, geographic area or jurisdiction at any time.

13. DISPUTE RESOLUTION AND ARBITRATION

Any dispute, controversy or claim arising out of or relating to these Terms, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India. The arbitration shall take place in Delhi, India, and shall be conducted in English by a single arbitrator appointed in accordance with said Rules. The decision of the arbitrator shall be final and binding on the parties. Either party may seek to enforce the final arbitration award in the courts of Karnataka. Notwithstanding the foregoing, Nu Skin may seek injunctive or other equitable relief exclusively in the courts of Karnataka.

14. 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.

15. MODIFICATION, SUSPENSION, OR TERMINATION OF YOUR ACCESS

15.1 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.

15.2 Termination of Your Nu Skin Account by You. You may terminate your Nu Skin account at any time by contacting Nu Skin Customer Service at +91 120-7127177.

15.3 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 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.

16. 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 any 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 Nu Skin mobile applications, with or without your knowledge and/or consent.

17. PRODUCT PURCHASES AND REFUNDS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 Additional Cancellation Rights. Nu Skin reserves the right to cancel any order at its sole discretion for reasons including but not limited to: (a) suspected fraudulent activity; (b) verification or authorization failures with payment providers; (c) shipping constraints; (d) product availability issues; or (e) violations of these Terms or applicable laws. Nu Skin shall have no liability for any damages arising from such cancellations.

17.6 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.

17.7 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.

17.8 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.

18. 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.

19. PREVAILING LANGUAGE

The English language version of these Terms shall be controlling in all respects and shall prevail in case of any inconsistencies between these Terms and any translated version of these Terms. Any translation of these Terms in any other language is provided as a courtesy only.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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").

25. DISTRIBUTION CHANNELS

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 a 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.

26. 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 can be reached as follows:

By mail:

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

By email:

copyright@nuskin.com

By telephone:

+1 (801) 345-1000

By facsimile:

+1 (801) 345-3524

27. 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.

28. 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.

29. 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.

30. 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.

31. FORCE MAJEURE

Neither Nu Skin nor its third-party providers shall have any liability for any failure or delay in performing any obligation under these Terms due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

31. 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.

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