

AUTOMATIC DELIVERY TERMS & CONDITIONS

INDIA

These Nu Skin India Automatic Delivery Program Terms and Conditions (these “Terms”) are between you (“you” or “your”) and Nu Skin India Private Limited (“Nu Skin India,” “we,” or “our”), with a principal place of business located at 48, Amarpali, Plot No-56 IP Extension Patparganj East Delhi 110092.

These Terms govern your and our respective rights and obligations under the Nu Skin India automatic delivery program (the “Automatic Delivery Program”).

The Automatic Delivery Program is an optional program that allows you to place standing product orders (each, an “Automatic Delivery”) with Nu Skin India that will be conveniently shipped to you on a recurring basis. Each Automatic Delivery will have its own processing date and shipping frequency, and you may place multiple Nu Skin India products on the same Automatic Delivery, as well as manage multiple Automatic Deliveries. The applicable credit card (or other payment method accepted by Nu Skin India) that you have on file with Nu Skin India for an Automatic Delivery will be charged for each recurring shipment of such Automatic Delivery. Charges made to your saved method of payment will include the purchase price of the Nu Skin India products included in an Automatic Delivery at the time your recurring order is processed, as well as any applicable taxes, fees, and shipping charges.

You may choose to have your Automatic Deliveries shipped to you every month, every other month, or every third month, and you may have multiple Automatic Deliveries shipped to you at different times each month. You can cancel or modify your Automatic Deliveries at any time by logging in to your Nu Skin India account and accessing the Automatic Delivery Dashboard, or by contacting Customer Service at +91 120 712 7177. Such changes must be made at least three business days prior to the designated processing date for each Automatic Delivery you wish to update.

Please note that any Automatic Deliveries you place under the Automatic Delivery Program, as well as your use of the Nu Skin India website (NuSkin.com/India), will also be subject to the Nu Skin India website Terms of Use, the Nu Skin Global Privacy Notice, and the India Privacy Addendum. If you are a Nu Skin India Member (a “Member”), your Automatic Deliveries will also be governed by your Member Agreement. If you are a Nu Skin India Direct Seller (a “Direct Seller”), your Automatic Deliveries will also be governed by your Nu Skin India Direct Seller Agreement and the Nu Skin India Policies and Procedures.

A. AUTOMATIC DELIVERY PURCHASES AND RETURNS

1. PURCHASES

Whether you are a Direct Seller, Member, or retail customer, you may participate in the Automatic Delivery Program by electing to place applicable products on Automatic Delivery, to be shipped to you automatically on a recurring basis. There is no minimum order requirement to participate in the Automatic Delivery Program. You will be charged for the first month of each Automatic Delivery on the day you subscribe. You will then be charged for subsequent months each time your Automatic Delivery is processed, in accordance with the frequency you have selected, until such time that you cancel such Automatic Delivery. If you

elect to place additional products on an existing Automatic Delivery, rather than creating a new one, you will be charged for these additional products the next time such Automatic Delivery is processed and each time such Automatic Delivery is processed thereafter, in accordance with the frequency you have selected, until such time that you cancel such Automatic Delivery.

2. CHANGES TO ORDERS

You can cancel or modify the frequency of your Automatic Deliveries at any time by logging in to your Nu Skin India account and accessing the Automatic Delivery Dashboard, or by contacting Customer Service at +91 120 712 7177. You must make any desired changes to your Automatic Deliveries at least three business days prior to the designated processing dates for the Automatic Deliveries you wish to update. You understand that, unless you cancel or modify your Automatic Deliveries within such time frame, your Automatic Deliveries will continue to be processed in accordance with the shipping frequency you selected.

3. RETURNS

Purchases made under the Automatic Delivery Program are subject to Nu Skin India's Return Policy, available [here](#).

B. SHIPPING ADDRESS AND SHIPPING RATES

1. SHIPPING ADDRESS

An accurate shipping address and phone number are required for each Automatic Delivery. We are not responsible for late or missing shipments if you provide incorrect information or if you fail to notify us of any change of address. Your shipping address must be in India.

2. CHANGE OF ADDRESS

You can change the shipping address for an Automatic Delivery by logging in to your Nu Skin India account and accessing the Automatic Delivery Dashboard, or by contacting Customer Service at +91 120 712 7177. You must make any desired changes at least three business days prior to the designated processing date of the Automatic Delivery you wish to update. Otherwise, your Automatic Delivery will continue to be sent to the address we have on file for such Automatic Delivery.

3. SHIPPING RATES

Our current shipping rates can be found [here](#) and may be updated from time to time. You will be charged for any applicable shipping fees in effect at the time your Automatic Deliveries are processed. We will notify you of any material increases in our shipping rates at least 15 business days prior to their taking effect.

C. RETAIL CUSTOMER RESTRICTIONS

If you are a Member or retail customer, you may not (1) sell the products you have purchased, as such products are to be used for personal consumption only, or (2) sponsor any Direct Sellers or other Members or retail customers.

D. INFORMATION SHARED WITH YOUR SPONSORING DIRECT SELLER

1. DIRECT SELLERS

If you are a Direct Seller, your Sponsoring Direct Seller will be able to see what products you have placed on Automatic Delivery. Your "Sponsoring Direct Seller" is the Direct Seller you signed up with when you created your Nu Skin India account. Please review our Privacy Notice or contact our Privacy Team at privacy@nuskin.com for more information.

2. MEMBERS AND RETAIL CUSTOMERS

If you are a Member or retail customer, and you have not otherwise updated your privacy settings at the time you create an Automatic Delivery, your Sponsoring Direct Seller will be able to see what products you have placed on Automatic Delivery. Your "Sponsoring Direct Seller" is the Direct Seller to whom you have previously agreed to link your Nu Skin India account, so that your Sponsoring Direct Seller can provide you with product support and additional information about our products and company. You may update your privacy preferences at any time through your Nu Skin India account. Please review our Privacy Notice or contact our Privacy Team at privacy@nuskin.com for more information.

E. INDEMNITY AND LIMITATION OF LIABILITY AGREEMENT

This Indemnity and Limitation of Liability Agreement is between you, Nu Skin India, and the shareholders of Nu Skin India, which are NSE Asia Products, Pte. Ltd., a Singapore corporation ("NSEAP"), and Nu Skin International, Inc., a Utah corporation ("NSI").

1. INDEMNITY

You agree to indemnify, defend, and hold harmless each of Nu Skin India, NSEAP, NSI, their affiliates, and their third-party providers, and each of their respective owners, officers, directors, members, managers, affiliates, subsidiaries, employees, agents, representatives, contractors, suppliers, licensors, successors, and assigns (collectively, the "Indemnified Parties") 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 (collectively, "Claims") arising out of or resulting from, directly or indirectly, (a) any breach of your obligations under these Terms or the Automatic Delivery Program; (b) your violation of the rights of a third party, including but not limited to any privacy or consumer protection right that is implicated herein; (c) any violation of law; (d) your negligence or wilful misconduct; (e) your misuse of goods or products purchased under the Automatic Delivery Program; or (f) your participation in the Automatic Delivery Program.

2. ADDITIONAL INDEMNITY BY DIRECT SELLERS

If you are a Direct Seller, you further agree to indemnify, defend, and hold harmless the Indemnified Parties from and against any Claims arising out of or resulting from, directly or indirectly, any acts or omissions by you in conducting your independent Nu Skin India business, including without limitation (x) breach of any representations or warranties, (y) material breach of any other agreements between you and the Indemnified Parties, and (z) any other claims or causes of action.

3. SURVIVAL OF INDEMNIFICATION OBLIGATIONS

These indemnification obligations shall survive the termination or expiration of these Terms, the Automatic Delivery Program, and/or your participation in the Automatic Delivery Program. Nu Skin reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify Nu Skin India, NSEAP, NSI, or their affiliates, and you agree to cooperate in such defence. You will not in any event settle any matter without the written consent of Nu Skin India.

4. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, you agree that under no circumstances shall Nu Skin India, NSEAP, NSI, their affiliates, or their third-party providers, 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 (a) any personal injury or property damage or (b) 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 (i) any breach or alleged breach of these Terms or the Automatic Delivery Program, (ii) your participation in or inability to participate in the Automatic Delivery Program, (iii) the cost of procurement of substitute goods, data, information, or services, (iv) your status as a Direct Seller, (v) a third-party provider's status as a provider of services to you, Nu Skin India, NSEAP, NSI, or

affiliates of Nu Skin India or NSEAP, NSI, (vi) any act, omission, or other conduct arising out of or related to the Automatic Delivery Program, or (vii) any other matter relating to the Automatic Delivery Program.

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 to your successors or assigns for any claim whatsoever arising out of or related to these Terms or your participation in the Automatic Delivery Program, including but not limited to any claim or cause of action arising in contract, tort, or equity, exceed the total cost of products that you have purchased from Nu Skin India under the Automatic Delivery Program, or 500 INR, whichever is greater.

As some jurisdictions may not allow the exclusion or limitation of liability for incidental or consequential damages, in such jurisdictions the Nu Skin Related Parties' total liability is limited to the least amount permitted by law.

F. ARBITRATION AGREEMENT

If you are a Direct Seller, you understand and agree that you are subject to the Arbitration Agreement (the "Arbitration Agreement") set forth in Section 17 of the Nu Skin India website Terms of Use with respect to any and all Disputes (as defined below) arising under these Terms and/or the Automatic Delivery Program.

PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU MAY ACCESS THE ARBITRATION AGREEMENT IN SECTION 17 OF THE NU SKIN INDIA WEBSITE TERMS OF USE, WHICH ARE AVAILABLE HERE.

For purposes of these Terms, "Dispute" shall have the meaning given to it in Section 17.3 of the Arbitration Agreement. For clarity, you understand and agree that the "Nu Skin Services," as such term is used in the Arbitration Agreement, is intended to refer to and include the Automatic Delivery Program. Any third-party beneficiaries expressly referenced in the Arbitration Agreement are intended to be third-party beneficiaries under these Terms.

G. CHOICE OF FORUM

1. DIRECT SELLERS

If you are a Direct Seller, the exclusive venue for the arbitration hearing and court proceedings related to the arbitration of any and all Disputes will be held in NCT Delhi, India, in accordance with the Arbitration Agreement. If any Dispute or any other claim, dispute, or controversy arising out of or related to these Terms or the Automatic Delivery Program is not submitted to arbitration in accordance with the Arbitration Agreement, the exclusive venue for the adjudication of such claims, disputes, and controversies shall be any District Court in NCT of Delhi or the Delhi High Court. You consent to the personal jurisdiction of the state and central courts located in NCT of Delhi 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.

2. MEMBERS AND RETAIL CUSTOMERS

If you are not a Direct Seller, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of courts located NCT of Delhi or the Delhi High Court and waive any objection to improper venue, for any claims, disputes, or controversies arising out of or relating to these Terms, the Automatic Delivery Program, or the purchase of products under the Automatic Delivery Program. 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 NCT of Delhi or the Delhi High Court 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.

H.GENERAL TERMS AND CONDITIONS

1. SIGN-UP PROCEDURES

By placing a product on Automatic Delivery under the Automatic Delivery Program and agreeing to these Terms, you acknowledge and agree that you have set up an Automatic Delivery account in your name ("Automatic Delivery Account"). As the owner of your Automatic Delivery Account, you are the only person authorized to manage your Automatic Deliveries, update payment details saved to your Automatic Delivery Account, exercise any rights or options under Nu Skin India's Return Policy with respect to Automatic Deliveries purchased through your Automatic Delivery Account, and exercise any rights under these Terms. You may not assign or transfer your Automatic Delivery Account or any associated benefits to any third party without our prior authorization. You must be at least 18 years old (21 years old in the State of Maharashtra) or the age of majority in your location, whichever is greater, to participate in the Automatic Delivery Program.

2. PAYMENT

(a) You have specified the quantity of each product that you desire to receive on a recurring basis, as well as the frequency that you would like to receive such products, and you have provided Nu Skin India with valid payment information (such as your credit card number, along with such card's expiration date, security code, and billing address, or any other payment method which may be accepted by Nu Skin India in its discretion).

(b) You understand and agree that all Automatic Deliveries ordered by you must be paid in full before they are shipped and that Nu Skin India will not ship any Automatic Deliveries to you if for any reason we are unable to charge your credit card or other method of payment. If the designated processing date for an Automatic Delivery falls on a weekend or holiday, we may in our discretion process and/or ship such Automatic Delivery up to three business days prior to or after the designated processing date for such Automatic Delivery. When feasible, we will notify you if we anticipate moving up a designated processing date.

(c) Your recurring Automatic Delivery charges include the purchase price of the products included in each Automatic Delivery at the time your recurring order is processed, any applicable taxes and fees, and any applicable shipping charges in effect at the time each Automatic Delivery is processed (collectively, the "Automatic Delivery Charges").

(d) If you have selected a credit card as your method of payment, you authorize Nu Skin India or its affiliates to charge this credit card for the Automatic Delivery Charges each time your Automatic Deliveries are processed in accordance with the frequency you have selected.

(e) If you have selected a debit card as your method of payment, you authorize Nu Skin India or its affiliates to debit your checking or savings account for the Automatic Delivery Charges each time your Automatic Deliveries are processed in accordance with the frequency you have selected. You further authorize Nu Skin India and its affiliates to, if appropriate, credit amounts to such checking or savings account. Additionally, you authorize the financial institution associated with such debit card (your "Bank") to debit or credit such amounts to or from such checking or savings account. Such authorizations shall remain in effect until both Nu Skin India and your Bank have received written notice from you of your decision to terminate such authorizations. You must provide an appropriate period of time for Nu Skin India and your Bank to act on such notice of termination. Nu Skin India, its affiliates, and your Bank will be fully protected in honouring these authorizations. If any charge is dishonoured, with or without cause and whether intentionally or inadvertently, then Nu Skin India, its affiliates, and your Bank will have no liability to any party.

(f) All payment, 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 the Automatic Delivery Program. You represent and warrant that you have the legal right to use any credit card or other payment method used to complete any Automatic Delivery transactions.

3. DISCONTINUED PRODUCTS; STOCK OUTS

(a) The specific products you have placed on Automatic Delivery may be discontinued by Nu Skin India. If discontinued, Nu Skin India will provide you with written notice at least five business days prior to the discontinuation of such products. Nu Skin India will continue to send you any other products you may have on Automatic Delivery that are not affected by such product discontinuations. You may select other products to replace the discontinued products by placing them on Automatic Delivery. Such replacement products may result in changes to the amount you pay for products, as well as applicable shipping rates.

(b) If a product you have on Automatic Delivery is out of stock when it is scheduled to ship, you authorize Nu Skin India to (i) update your Automatic Delivery as necessary, including without limitation omitting the out-of-stock item from your scheduled shipment or delaying your scheduled shipment until such item becomes available that month, and/or (ii) when possible, fulfil your order with a similar or related product that we believe will meet your expectations. When possible, we will continue to fulfil such Automatic Deliveries with the substitute product until such time that the regular product becomes available, unless you have subsequently modified or cancelled such Automatic Delivery or notified us that you would like to substitute a different product. You must make any desired changes at least three business days prior to the designated processing date for the applicable Automatic Delivery.

4. BLACKOUT DATES

Due to certain business considerations, you may not be able to select certain days of the month as the designated processing date for one or more of your Automatic Deliveries, as we are unable to fulfil Automatic Deliveries on these dates. If you purchase a product as an Automatic Delivery on one of our blackout dates, we will adjust the designated processing date of such Automatic Delivery to the next closest available date that is not a blackout date. For example, if you place a product on Automatic Delivery on March 31, your first recurring monthly order will be scheduled for April 25 rather than April 30, and subsequent monthly shipments will be processed on the 25th of the month rather than the 31st. Our current blackout dates are the 29th, 30th, and 31st of the month and are subject to change. You may modify the designated processing date of each of your Automatic Deliveries by logging in to your Nu Skin India account and accessing the Automatic Delivery Dashboard, or by contacting Customer Service at +91 120 712 7177. Processing times will apply based on the changes you wish to make.

5. HOLIDAYS AND WEEKENDS

If the designated processing date of an Automatic Delivery falls on a holiday or weekend, we may in our discretion process and/or ship such Automatic Delivery up to three business days prior to or after the designated processing date of such Automatic Delivery. When feasible, we will notify you if we anticipate needing to revise a designated processing date.

6. PRICE INCREASES

Nu Skin India may change the price of products you have placed on Automatic Delivery. If the price of a specific product is increased, Nu Skin India will provide you with notice at least 30 days prior to the price increase. Unless you cancel your Automatic Delivery after receipt of such notice, Nu Skin India will continue to send you the selected product at the increased price.

7. MODIFICATION OR TERMINATION OF TERMS, AUTOMATIC DELIVERY PROGRAM, OR AUTOMATIC DELIVERIES

(a) Nu Skin India may modify these Terms or the Automatic Delivery Program, including any discounts or other benefits, at any time in its sole discretion. Nu Skin India will provide 30 days' prior notice of any material changes. Your continued participation in the Automatic Delivery Program after any changes are made to these Terms or the Automatic Delivery Program constitutes your acceptance of such changes. If you do not agree with any changes, you must cancel your Automatic Deliveries and stop participating in the Automatic Delivery Program.

(b) Nu Skin India may terminate the Automatic Delivery Program upon 30 days' prior notice.

(c) Nu Skin India may immediately terminate your right to participate in the Automatic Delivery Program if:

(i) The credit card or other payment information you have provided for any Automatic Delivery is invalid, expires, or is cancelled or otherwise terminated;

(ii) you violate these Terms or any of your obligations under the Automatic Delivery Program;

(iii) you are a Member and you have violated the terms and conditions of your Member Agreement; or

(iv) you are a Direct Seller and you have violated the terms and conditions of your Nu Skin India Direct Seller Agreement or the Nu Skin India Policies and Procedures.

(d) You may modify or cancel any of your Automatic Deliveries at any time by logging in to your Nu Skin India account and accessing the Automatic Delivery Dashboard, or by contacting Customer Service at +91 120 712 7177. You must make any desired changes to your Automatic Deliveries at least three business days prior to the designated processing dates of the Automatic Deliveries you wish to update.

8. NO MODIFICATION OF NU SKIN INDIA DIRECT SELLER AGREEMENT; CUSTOMER ASSISTANCE

(a) If you are a Direct Seller, these Terms do not supersede or modify in any way the terms and conditions of your Nu Skin India Direct Seller Agreement or the Nu Skin India Policies and Procedures.

(b) If you are a Direct Seller, you represent and warrant that (i) you will assist your customers in obtaining any requested refunds under the Automatic Delivery Program and (ii) you have sold or personally consumed at least 80% of your last month's product purchases.

9. ATTORNEYS' FEES

If any party to these Terms 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 these Terms, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the defence or prosecution of claims in such action or proceeding.

10. GOVERNING LAW

The place of origin of these Terms is NCT of Delhi, India. These Terms will be governed by, construed in accordance with, and interpreted pursuant to the substantive laws of the State of Delhi, without giving effect to its rules regarding choice of laws, provided, however, the agreement to arbitrate applicable to Direct Sellers shall be governed by the rules of the Delhi International Arbitration Centre, Delhi High Court ("DIAC"), in accordance with the DIAC Arbitration Rules as amended.

11. THIRD-PARTY BENEFICIARY RIGHTS

Except where expressly stated in these Terms, no person who is not a party to these Terms is intended to be a beneficiary of these Terms, and no person who is not a party to these Terms shall have any right to enforce any provision of these Terms.

12. 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.

13. 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.

