

NU SKIN AUSTRALIA SUBSCRIPTION PROGRAM

TERMS AND CONDITIONS

These Nu Skin Subscription Program Terms and Conditions (these “Terms”) are between you (“you” or “your”) and Nu Skin Enterprises Australia, Inc., with principal place of business at, Unit 2.2 Eden Park Drive, North Ryde, NSW 2113 (“Nu Skin,” “we,” or “our”).

These Terms govern your and our respective rights and obligations under the Nu Skin subscription program (the “Subscription Program”).

The Subscription Program is an optional program that allows you to place standing product orders (each, a “Subscription”) with Nu Skin that will be conveniently shipped to you on a recurring basis. The credit card (or other payment method accepted by Nu Skin) that you have on file with Nu Skin will be charged for each recurring shipment of your Subscriptions. Charges made to your saved method of payment will include the purchase price of each Subscription at the time your recurring order is processed, as well as any applicable taxes, fees, and shipping charges.

You may choose to have your Subscriptions shipped to you every month or every other month, and you may have multiple Subscriptions shipped to you at different times each month. You can cancel or modify your Subscriptions at any time by logging in to your Nu Skin account and accessing the Subscription Dashboard, or by contacting Call Centre Support at 1300 687 546 (“Call Centre Support”). Such changes must be made at least 3 business days prior to the designated processing dates for the Subscriptions you wish to update. You may place as many applicable Nu Skin products on a Subscription as you wish, and your Subscriptions may have different shipping frequencies and processing dates.

Please note that any Subscriptions you place under the Subscription Program, as well as your use of the Nu Skin website (nuskin.com.au), will also be subject to the Nu Skin website [Terms of Use](#), the Nu Skin [Privacy Notice](#), the [Stored Credential Consent Agreement](#), and the [Nu Skin Rewards Program Terms and Conditions](#). If you are a Nu Skin Member, your Subscriptions will also be governed by your Member Agreement. If you are a Nu Skin Brand Affiliate, your Subscriptions will also be governed by your Nu Skin Brand Affiliate Agreement and the Nu Skin Policies and Procedures.

A. Subscription Purchases and Returns

1. Purchases. Whether you are a Nu Skin Brand Affiliate, Nu Skin Member, or Retail Customer, you may participate in the Subscription Program by electing to place applicable products on a Subscription, to be shipped to you automatically on a recurring basis. There is no minimum order requirement to participate in the Subscription Program. You will be charged for your first month of your Subscription on the day you subscribe. You will then be charged for subsequent months each time your Subscription is processed, in accordance with the frequency you have selected, until such time that you cancel your Subscription. If you elect to place additional items on Subscription, you will be charged for these Subscriptions each time such Subscriptions are processed, in accordance with the frequency you have selected, until such time that you cancel such Subscriptions.

2. Changes to Orders. You can cancel or modify the frequency of your Subscriptions at any time by logging in to your Nu Skin account and accessing the Subscription Dashboard, or by contacting your local Call Centre Support. You must make any desired changes to your Subscriptions at least 3 business days prior to the designated processing dates for the Subscriptions you wish to update. You understand that, unless you cancel or modify your Subscriptions within such time frame, your Subscriptions will continue to be processed in accordance with the shipping frequency you selected.

3. Returns. Purchases made under the Subscription Program are subject to Nu Skin's Return Policy, available [here](#).

B. Shipping Address and Shipping Rates

1. Shipping Address. An accurate shipping address and phone number are required if you opt for shipping for your subscription order. 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 Australia. If you are a Nu Skin Brand Affiliate from a Nu Skin market outside Australia, your orders will be subject to a personal use limitation, which is generally a one-month supply for two adults.

2. Change of Address. You can change your shipping address by logging in to your Nu Skin account and accessing the Subscription Dashboard, or by contacting your local Call Centre Support. You must make any desired changes to your shipping address at least 3 business days prior to the designated processing dates of the Subscriptions you wish to update. Otherwise, your Subscriptions will continue to be sent to the address we have on file.

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 Subscriptions are processed. We will notify you of any material increases in our Subscription shipping rates at least 15 business days prior to their taking effect.

C. Retail Customer Restrictions.

1. If you are a Nu Skin 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 Nu Skin Brand Affiliates or other Nu Skin Members or Retail Customers.

D. Information Shared with Your Sponsoring Brand Affiliate.

1. If you are a Nu Skin Member or Retail Customer, and you have not otherwise updated your privacy settings at the time you create a Subscription, your Sponsoring Brand Affiliate will be able to see what products you have placed on Subscription. Your "Sponsoring Brand Affiliate" is the Nu Skin Brand Affiliate to whom you have previously agreed to link your Nu Skin account, so that your Sponsoring Brand Affiliate 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 account. Please review our [Privacy Notice](#) or contact our Privacy Team at privacy@nuskin.com for more information.

2. If you are a Nu Skin Brand Affiliate, and you have not otherwise updated your privacy settings on your account, your Sponsoring Brand Affiliate will be able to see what products you have placed on Subscription. Your Sponsoring Brand Affiliate is the Nu Skin Brand Affiliate you signed up with when you created your Nu Skin 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, and Nu Skin International, Inc., a Utah corporation with a principal place of business located at 75 West Center Street, Provo, Utah 84601 ("NSI").

1. Indemnity. You agree to indemnify, defend, and hold harmless each of Nu Skin, 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 Subscription 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 willful misconduct; (e) your misuse of goods or products purchased under the Subscription Program; or (f) your participation in the Subscription Program.

2. Additional Indemnity by Nu Skin Brand Affiliates. If you are a Nu Skin Brand Affiliate, 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 business, including without limitation (a) breach of any representations or warranties, (b) material breach of any other agreements between you and the Indemnified Parties, and (c) 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 Subscription Program, and/or your participation in the Subscription Program. 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, NSI, or their affiliates, and you agree to cooperate in such defense. You will not in any event settle any matter without the written consent of Nu Skin.

4. Limitation of Liability. To the maximum extent permitted by applicable law, you agree that under no circumstances shall Nu Skin, 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 Subscription Program, (ii) your participation in or inability to participate in the Subscription Program, (iii) the cost of procurement of substitute goods, data, information, or services, (iv) your status as a Nu Skin Brand Affiliate, (v) a third-party provider’s status as a provider of services to you, Nu Skin, NSI, or affiliates of Nu Skin or NSI, (vi) any act, omission, or other conduct arising out of or related to the Subscription Program, or (vii) any other matter relating to the Subscription 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 Subscription 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 under the Subscription Program, or \$50 USD (or the equivalent amount in Australian Dollars), 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 Nu Skin Brand Affiliate, you understand and agree that you are subject to the Arbitration Agreement (the “Arbitration Agreement”) set forth in Section 17 of the Nu Skin website Terms of Use with respect to any and all Disputes (as defined below) arising under these Terms and/or the Subscription 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 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 Subscription 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. Nu Skin Brand Affiliates.

- a) If you are a Nu Skin Brand Affiliate but not an Australian Brand Affiliate, the exclusive venue for the arbitration hearing and court proceedings related to the arbitration of any and all Disputes will be in Salt Lake County, State of Utah, United States of America, in

accordance with Section F, the Arbitration Agreement. If any Dispute or any other claim, dispute, or controversy arising out of or related to these Terms or the Subscription Program is not submitted to arbitration in accordance with Section F, 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.

b) If you are an Australian Brand Affiliate, all Disputes relating to these Terms the Subscription Program shall be resolved by arbitration as set forth in the Nu Skin Australia Brand Affiliate Agreement and Policies and Procedures.

2. Nu Skin Members and Nu Skin Retail Customers.

If you are a Nu Skin Member or a Nu Skin Retail Customer in Australia, all Disputes relating to these Terms and the Subscription Program shall be resolved by arbitration and (i) the arbitration will be held in Sydney, Australia, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration ("ACICA").

H. Rewards Program for Nu Skin.

All Nu Skin Members, Retail Customers and (if applicable) Brand Affiliates who have not submitted a Letter of Intent to qualify as a Brand Representative ("Pre-LOI Brand Affiliates") who participate in this Subscription Program will also be automatically enrolled in Nu Skin Rewards, a program that offers certain benefits to Nu Skin Members, Retail Customers and (where applicable) Pre-LOI Brand Affiliates who purchase products on Subscription. The Nu Skin Rewards Terms and Conditions, which you may review [here](#).

I. General Terms and Conditions

1. Sign-up Procedures.

By placing a product on Subscription under the Subscription Program and agreeing to these Terms, you acknowledge and agree that you have set up a Subscription account in your name ("Subscription Account"). As the owner of your Subscription Account, you are the only person authorised to manage your Subscriptions, update payment details saved to your Subscription Account, exercise any rights or options under Nu Skin's Return Policy with respect to Subscriptions purchased through your Subscription Account, and exercise any rights under these Terms. You may not assign or transfer your Subscription Account or any associated benefits to any third party without our prior authorisation. You must be at least 18 years old or the age of majority in your location, whichever is greater, to participate in the Subscription 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 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 in its discretion).
- b) You understand and agree that all Subscriptions ordered by you must be paid in full before they are shipped and that Nu Skin will not ship any Subscriptions 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 a Subscription falls on a weekend or holiday, we may in our discretion process and/or ship such Subscription up to 3 business days prior to or after the designated processing date for such Subscription. When feasible, we will notify you if we anticipate moving up a designated processing date.

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

d) If you have selected a credit card as your method of payment, you authorise Nu Skin or its affiliates to charge this credit card for the Subscription Charges each time your Subscriptions are processed in accordance with the frequency you have selected.

e) If you have selected a debit card as your method of payment, you authorise Nu Skin or its affiliates to debit your checking or savings account for the Subscription Charges each time your Subscriptions are processed in accordance with the frequency you have selected. You further authorise Nu Skin and its affiliates to, if appropriate, credit amounts to such checking or savings account. Additionally, you authorise 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 authorisations shall remain in effect until both Nu Skin and your Bank have received written notice from you of your decision to terminate such authorisations. You must provide an appropriate period of time for Nu Skin and your Bank to act on such notice of termination. Nu Skin, its affiliates, and your Bank will be fully protected in honouring these authorisations. If any charge is dishonoured, with or without cause and whether intentionally or inadvertently, then Nu Skin, 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 Subscription Program. You represent and warrant that you have the legal right to use any credit card or other payment method used to complete any Subscription transactions.

3. Discontinued Products; Stock Outs.

a) The specific products you have placed on Subscription may be discontinued by Nu Skin. If discontinued, Nu Skin will provide you with written notice at least 5 business days prior to the discontinuation of such products. Nu Skin will continue to send you any other Subscriptions you may have that are not affected by such product discontinuations. You may select other products to replace the discontinued products by placing them on Subscription. 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 Subscription is out of stock when it is scheduled to ship, you authorise Nu Skin to (i) update your Subscription 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 Subscriptions with the substitute product until such time that the regular product becomes available, unless you have subsequently modified or cancelled such Subscription or notified us that you would like to substitute a different product. You must make any desired changes at least 3 business days prior to the designated processing date for the applicable Subscription.

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 Subscriptions, as we are unable to fulfil Subscriptions on these dates. If you purchase a product as a Subscription on one of our blackout dates, we will adjust the designated processing date of such Subscription to the next closest available date that is not a blackout date. For example, if you place a product on Subscription on July 31st, your first recurring monthly order will be scheduled for August 24th rather than August 31st, and subsequent monthly shipments will be processed on the 24th of the month rather than the 31st. Our current blackout dates are the 25th, 26th, 27th, 29th, 30th, and 31st of the month and are subject to change. You may modify the designated processing date of each of your Subscriptions by logging in to your Nu Skin account and accessing the Subscription Dashboard, or by contacting the local Call Centre Support. Processing times will apply based on the changes you wish to make.

5. Holidays and Weekends.

If the designated processing date of a Subscription falls on a holiday or weekend, we may in our discretion process and/or ship such Subscription up to 3 business days prior to or after the designated processing date of such Subscription. When feasible, we will notify you if we anticipate needing to revise a designated processing date.

6. Price Increases.

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

7. Modification or Termination of Subscription Program or Subscriptions.

- a) Nu Skin may modify these Terms or the Subscription Program, including any discounts or other benefits, at any time in its sole discretion. Nu Skin will provide 30 days' prior notice of any material changes. Your continued participation in the Subscription Program after any changes are made to the Subscription Program constitutes your acceptance of such changes. If you do not agree with any changes, you must cancel your Subscriptions and stop participating in the Subscription Program.
- b) Nu Skin may terminate the Subscription Program upon 30 days' prior notice.
- c) Nu Skin may immediately terminate your right to participate in the Subscription Program if:
 - (i) the credit card or other payment information you have provided for your Subscriptions is invalid, expires, or is cancelled or otherwise terminated;
 - (ii) you violate these Terms or any of your obligations under the Subscription Program;
 - (iii) you are a Nu Skin Member and you have violated the terms and conditions of your Member Agreement; or
 - (iv) you are a Nu Skin Brand Affiliate and you have violated the terms and conditions of your Nu Skin Brand Affiliate Agreement or the Nu Skin Policies and Procedures.
- d) You may modify or cancel any of your Subscriptions at any time by logging in to your Nu Skin account and accessing the Subscription Dashboard, or by contacting your local Call Centre Support. You must make any desired changes to your Subscriptions at least 3 business days prior to the designated processing dates of the Subscriptions you wish to update.

8. No Modification of Nu Skin Brand Affiliate Agreement; Customer Assistance.

- a) If you are a Nu Skin Brand Affiliate, these Terms do not supersede or modify in any way the terms and conditions of your Nu Skin Brand Affiliate Agreement or the Nu Skin Policies and Procedures.
- b) If you are a Nu Skin Brand Affiliate, you represent and warrant that (i) you will assist your customers
- c) in obtaining any requested refunds under the Subscription 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 defense or prosecution of claims in such action or proceeding.

10. Governing Law.

a) Nu Skin Australia Brand Affiliates. If you are an Australian Brand Affiliate, all disputes relating to these Subscription Program's Terms and Conditions shall be governed by the governing law and exclusive jurisdiction as set forth in the Brand Affiliate Agreement and Policies and Procedures.

b) Nu Skin Members and Nu Skin Retail Customers. If you are a Nu Skin Member or a Nu Skin Retail Customer in Australia, all disputes relating to these Subscription Program's Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia

c) Nu Skin Non-Australia Brand Affiliates. If you are a Nu Skin Brand Affiliate but not an Australian Brand Affiliate, the place of origin of these Terms is the State of Utah, United States of America. These Terms 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 shall be governed by the Federal Arbitration Act.

11. Statutory Rights.

Nothing in these terms will affect or reduce your statutory rights under the Australian Consumer Law.

12. 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.

13. 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.

14. 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.

