

ARO Terms and Conditions

Remark

- *If you wish to make change to or add items after applying for this program, please inform your wish in writing at least 15 days before the date of direct debit of such month.*
- *Fill in this consent form for direct debit or credit or debit card and return it to Nu Skin Enterprises (Thailand) Company Limited. For the member who selects account direct debit ("Direct Debit Account"), 1-2 months may be taken for the Bank's approval therefore prior to the Bank's approval of account direct debit arrangement, he/she must pay and collect products at Nu Skin Center. The Company will commence delivery of the products to the Shipping Address on the Date of Receipt selected above starting from the month following the Company's receipt of the Bank's approval of account direct debit arrangement.*
- *Each Brand Affiliate or Member can apply for direct debit for only 1 bank account.*
- *The Company reserves the right to sell the products with ARO price only to the Brand Affiliates or Members who submit complete required documents.*
- *In case the Bank has not yet approved the account direct debit arrangement for an applicant for Direct Debit Account and the applicant does not collect the products by the date the member selected in the document above, the ARO Program subscription for that Direct Debit Account will be deemed to commence only on the month (i) when the applicant collects the products; or (ii) following the date when the Bank approves the account direct debit for purchase of the products, whichever is earlier.*
- *This program is continuous and will be automatically renewed every 6 months and the Company reserves the right to give advance notice.*

Rules and Conditions of Consent Form for Direct Debit from Account/Credit or Debit Card for payment of Products via ARO Program

I desire that the Bank collects payment via my credit or debit card or bank account for the products as specified herein which the Company has made automatic delivery to me and for expenses relating to product purchase I have created with Nu Skin Enterprises (Thailand) Limited Company (hereinafter called "**the Company**") at the amount shown in invoices or other information which the Bank is given by the Company and transfers such amount to the Company's account. It shall be considered that the documents relating to credit or debit card collection made by the Bank are duly correct.

For payment collection via my credit or debit card or bank account for the products which the Company has made automatic delivery to me and for expenses relating to product purchase I have with the Company, if later it appears that the amount of money the Company informs the Bank is not correct and the Bank has collected the payment via account direct debit or my credit or debit card at the amount as shown in the invoice or other information, I agree to directly claim such surplus amount from the Company and I agree to waive my right to demand the Bank to compensate for the amount collected via account direct debit or credit or debit card for payment of products and expenses to the Company as shown in the invoice or other information the Bank is given by the Company. And in case I agree that the Bank collects payment via account direct debit or credit or debit card for product cost and other expenses liable to the Company, if any damage is caused to the Bank due to this consent, I agree to pay compensation to the Bank without any condition. Moreover, I agree that the Bank debits my account or my credit or debit card only when the account balance or credit limit (as the case may be) is available at the moment of debiting and I do not desire the Bank to inform such debit since I will be notified such transaction from the Bank's statement or from receipt form/receipt of the Company.

In case the document specifying bank account number or credit or debit card number has been changed for whatever reason, this consent form however, shall be fully in force for the newly changed account or credit or debit card.

This consent form for direct debit from account or credit or debit card shall be effective from the date of executing this form and shall remain in force until the Bank cancels the service in this form or I terminate this form by informing the Bank and the Company in writing at least 1 month in advance.

Policy and Procedures

Policy and procedures for ARO Program shall become effective from **July 2018** which will be in force only for ARO Program and shall not supersede or amend or cancel other policy and procedures of Nu Skin.

Definitions

When you are a Brand Affiliate, the definition specified in NU SKIN BRAND AFFILIATE CONTRACT DOCUMENT shall contain correspondent contents when applied with this agreement unless otherwise provided herein. Where you are a Member, the terms, expressions and abbreviations defined in the MEMBER AGREEMENT have the same meaning, interpretation and construction when used in this Agreement.

ARO Program

This is a program for Brand Affiliates and Members of Nu Skin Thailand to automatically receive specified products on a monthly basis with payment via account or credit or debit card direct debit.

Program

ARO Program

Responsibility from attending the Program

A. If a Brand Affiliate purchases products via ARO Program, he/she can sell them only to domestic customers.

B. If a Brand Affiliate purchases products via ARO Program to sell them, he/she must provide continuous services to prospective customers and retail customers. Responsibilities of individual Brand Affiliate are as follows:

1. Create customer's satisfaction and pay attention to customer.
2. Arrange trainings on products and
3. Assist customer for exchanging and/or returning products to Nu Skin.

Policy for product exchange and return

C. If a Brand Affiliate sells products available on ARO Program, the Brand Affiliate must explain policy for product exchange and return to retail customers and must assist them to exchange and return the products under the Policy for product exchange and return.

D. All requests for refunds and exchanges of all products ordered under this ARO Program are subject to the refund and exchange policies of Nu Skin Thailand applicable to Brand Affiliates or Members as set out in the Policies and Procedures or Member Agreement respectively. In case of returning unopened, unmodified and salable products to Nu Skin Enterprises (Thailand), the Company reserves the right to issue credit note for such products at the amount of 90% of wholesale price and deduct 10% for transaction fee (a) for Nu Skin and Pharmanex products returned within 12 months from purchasing date in the case of a Brand Affiliate or Member making purchase order of such products; or (b) 30 days from purchasing date of the business material in the case of business material purchased by a Brand Affiliate. The Company shall deduct bonus (in the case of Brand Affiliates making a refund) and transaction fee from the refund balance.

E. If a Brand Affiliate offers products that have not been approved or causes misunderstanding in the products, Nu Skin reserves the right to claim the bonus relating to such products paid to the Brand Affiliate or execute other actions under the Brand Affiliate Agreement and/or Policies and Procedures as necessary.

Cancellation and holding of the Program participation.

F. Nu Skin may use its judgment or reserve the right to withhold or cancel the program participation of a Brand Affiliate or Member due to these following reasons:

1. Use of credit or debit card without authorization and prior written consent.
2. Incompliance with product exchange policy of Nu Skin.
3. The Brand Affiliate does not perform duties as specified in ARO Program.
4. The Brand Affiliate or Member abuses the program.
5. The Brand Affiliate is discharged from Nu Skin Brand Affiliateship or the Member ceases to be a Member of the Company.
6. The Brand Affiliate or Member violates law or any regulations.
7. The Brand Affiliate violates the policy and procedure of ARO Program, Brand Affiliate Agreement or any other agreements between Nu Skin International, Inc. ("**Nu Skin**") and/or Nu Skin Enterprises (Thailand) and Brand Affiliate; or the Member violates the policy and procedure of ARO Program, Member Agreement or any other agreements between Nu Skin and/or the Company and the Member.

G. Nu Skin may use its judgment to temporarily withhold participation in this program while keeping sale balance without terminating the Brand Affiliate when any of the events specified in F. happens or is suspected to happen. After Nu Skin verifies the case and it appears that no violation is made, such Brand Affiliate shall return to the program and is entitled to bonus and sale balance recording otherwise Nu Skin may cancel participation in the program, bonus and/or sale balance recording or Brand Affiliateship. Nu Skin may similarly temporarily withhold a Member's participation in this program when any of the events specified in F. happens or is suspected to happen, and shall restore the Member's participation in the program upon confirmation that no violation has occurred.

Application methods and agreement

H. The Brand Affiliate or Member who desires to participate in the ARO Program must fill in the Consent Form for Direct Debit from Account/Credit or Debit Card for payment of Products via ARO Program enclosing other required documents and submit them to Nu Skin.

I. When the agreement is accepted, it shall be effective until the Brand Affiliate or Member informs cancellation in writing at least 30 days prior to the date of cancellation or amendment.

J. The Brand Affiliate or Member understands that Nu Skin shall make direct debit from bank account or credit or debit card on the date specified in the application form for payment for the products and this liability is responsibility of the Brand Affiliate or Member.

K. Product exchange by Brand Affiliates shall comply with "Nu Skin Policies and Procedures" and product exchange by Members shall comply with the exchange policy in the Member Agreement.

L. Violation of this agreement by the Brand Affiliate or Member shall result in termination or withholding of ARO purchase.

Headings for agreement

M. Headings used in this agreement are only for reference and shall not be considered explanation, extension, amendment or limit or expansion of meaning or interpretation of any regulation.

Applicable Law

N. The law applicable shall be the law of Thailand and both parties accept Bangkok Court's jurisdiction, Thailand.

Waiver of Right

O. That Nu Skin may waive any right to execute any action against violation of the Brand Affiliate or Member against any regulation of ARO Program made in writing shall not be considered waiver of right to accommodate other violation resulted from waiver of right or privilege of Nu Skin (Thailand) or Nu Skin Enterprises Inc. under the agreement of ARO Program. And this shall not be considered right waivers for other agreements made between the Brand Affiliate and Nu Skin.

P. If any provision in the ARO Program Agreement is invalid due to whatever reason, such provision shall be ineffective only to the extent of such invalidity without affecting the validity of the remaining provisions of the agreement.

ARO Program Agreement

ARO Program Agreement is an option which Brand Affiliate or Member can take. This is continuous purchase order with payment via direct debit from bank account or credit or debit card. By signing this agreement, the Brand Affiliate or Member shows his/her wish to attend the program with regulations and conditions as follows:

1. I understand and agree that in order to qualify as a valid order under this Program I must make a minimum purchase of 50PSV at the applicable member price each month. I will specify amount of the products desired each month in the application form that is part of this agreement.

2. I accept that I shall subscribe to this program for the complete initial period of 6 months without returning the products (except for default products) to receive discount.

3. I shall submit Consent Form for Direct Debit from Account/Credit or Debit Card for payment of Products via ARO Program ("**Consent Form**") to Nu Skin and fill in the application form with name of account owner and number or credit or debit card number with signature of the owner and I shall pay for the products and be bound to the order program direct debit from account or credit or debit card specified herein for the products which the Company has made automatic delivery to me. I understand that Bank approval of account direct debit may take up to two (2) months from the date of submission of the Consent Form. Accordingly, if I have applied for a Direct Debit Account, I agree that prior to the Bank's approval of account direct debit arrangement, I must personally pay for and collect products at the Nu Skin Experience Center on the delivery date indicated above. If I do not collect the products, I confirm that my ARO Program subscription will only commence on the month (i) when I collect the products; or (ii) following the date when the Bank approves the account direct debit for purchase of the products, whichever is earlier.

4. Except for the first two (2) months of my Direct Debit Account subscription referred to in paragraph 3 above (where applicable), I understand and agree that the products I have selected in the application form shall be delivered to the address specified every month with selected payment method on the Date of Receipt indicated on the application form. I understand that if I am not available to receive the products when they are delivered to me, the Company may suspend my order for that month and re-attempt delivery on the following month, and my ARO program subscription shall be extended for a corresponding number of months. The payment details shall not be amended unless I notify change of details to the Company in writing and the Company shall amend the details according to the written notice within 30 days from the date of receiving such notice. When it is a public holiday, the products will be delivered to me within three (3) working days after the public holiday.

5. I understand that the Company may cancel sale of the products I have ordered in this program and the Company shall notify me in writing and the Company shall not collect payment of the undelivered products. The Company will continue to send me the remaining items specified in my application form, and the delivery fee and/or administrative charges (if applicable) will be automatically adjusted in accordance with the cost of the discontinued products.

6. I understand that prices of the products I specified in the application form may adjust due to formula change, repackaging, amendment or other reasons. In case of price adjustment, the Company shall notify me of such change. If I do not alter my order, the Company shall deliver the products specified in the application form to me at the adjusted price and I will be deemed to be agreeing to purchase the products at the revised price. I understand that I shall be returned 100% of the price of any product(s) of which the price has been adjusted if I notify the Company in writing and return the products within 30 calendar days starting from the date of price rise.

7. For credit or debit card payment, in case the products are automatically delivered to me, I understand that I shall solely be responsible for any problem occurring to the payment collection.

8. I assign the Company to make account or credit or debit card direct debit as specified in the application form for payment of the products of the automatic monthly purchase order. The Company shall not deduct another amount apart from what assigned by me.

9. I understand and agree that the ARO Program Agreement shall be cancelled immediately without notice should my account balance be insufficient for direct debit from my account or debit card, or if my credit card credit limit is not available for direct debit or is expired, cancelled or otherwise terminated.

10. I understand and agree that the agreement may be withheld without any notice should I violate any regulation and condition of the agreement. In case of termination of this agreement due to whatever reason, I may reapply for this program by resubmitting the application form which may be accepted or rejected by the Company at its sole discretion.

11. I understand that the Company has the right to charge cancellation fees as shown on the Application Form if I terminate this agreement before the expiry of the initial six (6) month subscription period. I understand that if I do not wish this Agreement to be automatically renewed under the same terms and conditions at its expiry date, I must notify the Company in writing thirty (30) working days prior to the expiry date of this Agreement, otherwise, the Company has the right to automatically renew my order made under this Program for further periods of six (6) months under the same terms and conditions of this Agreement, including but not limited to debiting the specified credit or debit card or charging against the mode of payment every month in accordance with paragraph 8 of this Agreement.

12. If I am a Brand Affiliate, I understand and accept the regulation and condition of Nu Skin and Nu Skin Enterprises Inc. Brand Affiliate Contract Document and the agreement on purchase of Nu Skin products in Thailand with Nu Skin Enterprises (Thailand) Company Limited, Policy and Procedures of Nu Skin (referred to as "**Nu Skin Contract Document**") to be effective in parallel with the ARO Program Agreement. If I am a Member, I understand and accept the Member Agreement as effective in parallel with the ARO Program Agreement.

13. I understand and agree that the agreement of the ARO Program may be cancelled or withheld by the Company should I violate any provision of Nu Skin Contract Document or the Member Agreement, as the case may be.

14. I understand that any regulation and condition specified in this agreement shall not supersede or amend the Nu Skin and Nu Skin Enterprises Inc. Brand Affiliate Contract Document and the agreement on purchase of Nu Skin products in Thailand with Nu Skin Enterprises (Thailand) Company Limited, or the Member Agreement, as the case may be.

15. The Company reserves the right to amend contents in the application form after I sign this agreement and I agree to accept the provision the Company specifies herein.

16. Cancellation of the program participation must be made in writing submitted to the address of the Company by registered mail, or by electronic mail or facsimile while any notice from the Company to the Brand Affiliate or Member shall be sent via post, electronic mail or facsimile or any other communication channel between the Company and the Brand Affiliate or Member.

17. The Company reserves the right to amend any details in this agreement by informing the Brand Affiliate or Member in writing at least 30 days in advance.

