

## NU SKIN MALAYSIA SUBSCRIPTION PROGRAM

### TERMS AND CONDITIONS

By applying to enrol in the Nu Skin Subscription Program (“**Subscription Program**”, previously known as “Automatic Re-Ordering Program”) or by placing an order under the Nu Skin Subscription Program, I agree to these Terms and Conditions of Nu Skin Subscription Program (these “**Terms**”) which are between I and Nu Skin (Malaysia) Sdn. Bhd. (“**Nu Skin**” or the “**Company**”). These Terms govern the respective rights and obligations of I and Nu Skin under the Subscription Program.

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

Any Subscriptions I place under the Subscription Program, as well as my use of the Nu Skin website (NuSkin.com), will also be subject to the Nu Skin website [Terms of Use](#), the Nu Skin [Privacy Notice](#), and the [Terms and Conditions](#) of the Nu Skin Rewards Program. If I am a Nu Skin Brand Affiliate, my Subscriptions will also be governed by my Nu Skin Brand Affiliate Agreement and the Nu Skin Policies and Procedures.

- A. Orders.** In order to qualify as a valid order under a Subscription, (i) the Company may require a minimum purchase amount such as products of 50 PSV or such other points of PSV as announced by the Company from time to time, at applicable member price each month; and (ii) the Company may require the subscription order be placed during a specific period such as between the 1st and 25th of the month or such other period as announced by the Company from time to time.
- B. Products.** I will specify the selection and quantity of products that I desire to receive every month on my Subscriptions.
- C. Payments.** If I opt to pay by credit card or other payment method accepted by Nu Skin, for a Subscription, I will supply Nu Skin with valid credit card information or details of such other payment method (as the case may be), and any additional information requested by the Company. All purchases made by me under the Subscription shall be paid by credit card or such other payment method.

#### **D. Shipping.**

- (a) The products selected under a Subscription shall be collected by me or delivered to me, where applicable, on the selected date of choice on each month ("**Monthly Shipping Date**"), unless I notify the Company in writing of any amendments I wish to make ten (10) working days before the Monthly Shipping Date.
- (b) When it is a public holiday and that I have chosen to collect the products myself, I agree to pick up the products one (1) business day before the Monthly Shipping Date or, if I have chosen under the Subscription to have the products delivered to me, the products will be delivered to me within five (5) business days after the public holiday.
- (c) Where I have chosen under a Subscription to collect the products myself and I fail to collect the products within seven (7) business days after the Monthly Shipping Date, I agree to pay the Company an administrative charge of RM12 or such amount of charges as announced by the Company for shipping products to my address on Nu Skin's file.

#### **E. Discontinued Products; Stock Outs.**

- (a) The specific products I have placed on a Subscription may be discontinued by Nu Skin. If discontinued, where practicable, Nu Skin will provide me with written notice at least 5 business days prior to the discontinuation of such products. Nu Skin will continue to send me any other Subscriptions I may have that are not affected by such product discontinuations. I may select other products to replace the discontinued products by placing them on the Subscription. Such replacement products may result in changes to the amount I pay for products, as well as applicable shipping rates.
- (b) If a product I have on a Subscription is out of stock when it is scheduled to ship, I authorize Nu Skin to (i) update the Subscription as necessary, including without limitation omitting the out-of-stock item from my scheduled shipment or delaying my scheduled shipment until such item becomes available that month, and/or (ii) when possible, fulfill my order with a similar or related product that Nu Skin believe will meet my expectations. When possible, Nu Skin will continue to fulfill such Subscription with the substitute product until such time that the regular product becomes available, unless I have subsequently modified or cancelled such Subscription or notified us that I would like to substitute a different product. I may make changes to my selected products on Subscription by giving us no less than 30 days' prior notice.

**F. Price Increase.** Nu Skin may change the price of products I have placed on Subscription. If the price of a specific product is increased, where practicable, Nu Skin will provide me with thirty (30) days notice prior to the price increase. Unless I cancel the Subscription after receipt of such notice, Nu Skin will continue to send me the selected product at the increased price.

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

**H. Uncollected/Undelivered Products.** I acknowledge that administrative time and costs will be incurred by the Company to retain products purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that IN THE EVENT THAT:-

(a) when collection is to be made by me and I fail or neglect to collect any products purchased under the Program within seven (7) days from the Monthly Collection/Delivery Date, the Company will deliver the purchased products to the address as provided by me at reasonable delivery charges and if such products cannot be successfully delivered to me and I fail or neglect for whatsoever reason to collect the products from the Company within three (3) months from the date of purchase; or

(b) where I have requested the Company and the Company has agreed to deliver any products to me but the Company is unable to deliver such products to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by me, and I fail or neglect to collect the products from the Company within three (3) months from the date of purchase,

THEN upon the expiry of the aforesaid period of three (3) months, the Company shall, without further reference, notice or account to me, cancel my order of such products and refund to me the amount paid for such product in accordance with the Nu Skin [refund policy](#). If I am a Nu Skin Brand Affiliate and Bonuses have already been paid on such products, then the Company will recoup my Bonuses as set forth in Section 6.9 of Chapter 2 of the Policies and Procedures.

**I. Nu Skin Rewards Program.** Nu Skin Rewards Program is a program that offers certain benefits to eligible persons (who currently are Nu Skin Brand Affiliates (excluding Brand Affiliates with a pin title of qualifying brand representative or higher), subject to such amendments as announced by Nu Skin from time to time), who purchase products on Subscription. For such eligible persons, when they are

enrolled in or participate in this Subscription Program, they will be automatically enrolled in the Nu Skin Rewards Program. The terms and conditions of Nu Skin Rewards Program, which I may review [here](#), are subject to change.

**J. Information Shared with My Sponsoring Brand Affiliate.**

(a) If I am a Nu Skin Brand Affiliate, my Sponsoring Brand Affiliate will be able to see what products I have placed on Subscription. My Sponsoring Brand Affiliate is the Nu Skin Brand Affiliate I signed up with when I created my Nu Skin account.

(b) I may refer to Nu Skin [Privacy Notice](#) for more details. I may also contact Nu Skin Privacy Team at [privacy@nuskin.com](mailto:privacy@nuskin.com) for more information.

**K. Modification or Termination of Subscription Program or Subscription**

(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. My continued participation in the Subscription Program after any changes are made to the Subscription Program constitutes my acceptance of such changes. If I do not agree with any changes, I must terminate my participation in the Subscription Program by giving a written notification to Nu Skin no less than thirty (30) days in advance.

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

(c) Nu Skin may immediately terminate my right to participate in the Subscription Program if:

(i) the credit card or other payment information I have provided for my Subscriptions is invalid, expires, or is cancelled or otherwise terminated;

(ii) there is no successful order under my Subscription in last three (3) months on a rolling basis or such period as specified by Nu Skin;

(iii) I violate these Terms or any of my obligations under the Subscription Program; or

(iv) I am a Nu Skin Brand Affiliate and I have violated the terms and conditions of my Nu Skin Brand Affiliate Agreement or the Nu Skin Policies and Procedures.

(d) I may modify or cancel any of my orders on Subscription or terminate my participation in the Subscription Program at any time by giving a written notification to Nu Skin no less than thirty (30) days in advance.

#### **L. No Modification of Nu Skin Brand Affiliate Agreement; Customer Assistance**

(a) If I am a Nu Skin Brand Affiliate, these Terms do not supersede or modify in any way the terms and conditions of my Nu Skin Brand Affiliate Agreement or the Nu Skin Policies and Procedures.

(b) If I am a Nu Skin Brand Affiliate, I represent and warrant that (i) I will assist my customers in obtaining any requested refunds under the Subscription Program and (ii) I have sold or personally consumed at least 80% of my last month's product purchases.

#### **M. Indemnity and Limitation of Liability Agreement**

This Indemnity and Limitation of Liability Agreement is between I, 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**”).

##### **(a) Indemnity**

**I 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 my obligations under these Terms or the Subscription Program; (b) my 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) my negligence or wilful misconduct; (e) my misuse of goods or products purchased**

under the Subscription Program; or (f) my participation in the Subscription Program.

**(b) Additional Indemnity by Nu Skin Brand Affiliates**

If I am a Nu Skin Brand Affiliate, I 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 I in conducting my independent Nu Skin business, including without limitation (x) breach of any representations or warranties, (y) material breach of any other agreements between I and the Indemnified Parties, and (z) any other claims or causes of action.

**(c) Survival of Indemnification Obligations**

These indemnification obligations shall survive the termination or expiration of these Terms, the Subscription Program, and/or my participation in the Subscription Program. Nu Skin reserves the right, at my expense, to assume the exclusive defense and control of any matter for which I am required to indemnify Nu Skin, NSI, or their affiliates, and I agree to cooperate in such defense. I will not in any event settle any matter without the written consent of Nu Skin.

**(d) Limitation of Liability**

To the maximum extent permitted by applicable law, I 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) my participation in or inability to participate in the Subscription Program, (iii) the cost of procurement of substitute goods, data, information, or services, (iv) my status as a Nu Skin Brand Affiliate, (v) a third-party provider's status as a provider of services to me, 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, I further agree that in no event shall the entire aggregate liability of the Nu Skin Related Parties to me or to my successors or assigns for any claim whatsoever arising out of or related to these Terms or my 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 I have purchased from Nu Skin under the Subscription Program, or \$50 USD, 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.

## **N. General**

- (a) **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.
- (b) **Choice of Forum, Governing Law.** The Terms will be governed by the governing law and exclusive jurisdiction as set forth in the Brand Affiliate Agreement and Policies and Procedures. Any dispute in respect of these Terms or the Subscription Program shall be resolved in accordance with the dispute resolution process described in the Brand Affiliate Agreement and Policies and Procedures.
- (c) **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.

- (d) **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.
  
- (e) **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.