

This Member Agreement (“**Agreement**”) is between you, the Member (“**you**”), Nu Skin international, Inc. (“**NSI**”) and Nu Skin Enterprises Philippines, LLC (“**Nu Skin Philippines**”), a corporation duly incorporated, organized and existing under the laws of Delaware, U.S.A. with office address at 23rd Floor Exquadra Tower 1, Jade Drive Cor. Exchange Road, Ortigas Business Center, San Antonio, 1605 City of Pasig, Philippines. NSI and Nu Skin Philippines are collectively referred to as “**Nu Skin**”. Nu Skin Enterprises Inc. and its subsidiaries and affiliates including NSI and Nu Skin Philippines are collectively referred to as “**Nu Skin Group**”.

In consideration of becoming a Member, and other promises and agreements set forth herein, you agree as follows:

1. **Legal Age.** You are legally able to enter into this Agreement and agree to be bound by its terms and conditions.
2. **Products.** You can only purchase products directly from Nu Skin Philippines (“**Products**”). There is no required minimum order amount when ordering directly from Nu Skin Philippines but all Products orders must be paid in full before the Products are shipped to the address that you provided (which must be within Philippines).
3. **Refunds and Exchanges.**
 - (a) If you are not completely satisfied with the Products that you purchased directly from Nu Skin Philippines under this Agreement and you returned the Product which is unopened, unaltered, resaleable and restockable, Nu Skin will refund to you ninety percent (90%) of the purchase price if you returned the Product within twelve (12) months from the purchase date.
 - (b) The form of the refund will be based on the original form of payment if practicable. If payment was previously made by credit card, a credit card chargeback will be arranged. If payment was previously made by cash, a Product credit will be arranged. Nu Skin may choose other alternative refund methods as it deems fit.
 - (c) Nu Skin shall not refund the initial delivery cost (incurred at the time you purchase) on the Products that you return. All return shipping costs must be paid by you.
 - (d) For the avoidance of doubt, products shall not be considered “resalable”, if returned after the products’ commercially reasonable, usable or shelf life period has passed; nor shall products be considered “resalable” if it has been clearly disclosed to you prior to purchase that the products are seasonal, discontinued, or special promotion products. This refund section does not apply to any seasonal, discontinued, or similar special promotional products purchased by you.
 - (e) Exchange. Unless otherwise required by applicable law, Nu Skin will exchange Products purchased directly from Nu Skin that were incorrectly sent, or are defective, if you notify Nu Skin within 30 days of the date of purchase. If an exchange is not feasible, Nu Skin may issue (i) a credit for the amount of the exchanged Products, which may be used to purchase other Products, or (ii) a full refund of the purchase price.
 - (f) You must present to Nu Skin in person (or with a proper authorization letter of the Member who purchased the Products directly from Nu Skin) the original sales receipt together with the Products for refund or exchange.

4. **Owner of Member Account.** If you have a Member account as a result of your Brand Affiliate Account converting to a Member account pursuant to the Sales Compensation Plan, your Member account may, besides you being the owner of the Member account, have other individuals registered under your Member account. These individuals may purchase Products under your Member Account as permitted by you being the owner of such Member Account but you shall be responsible for all activities conducted under such Member account.
5. **No Sponsoring; No Bonuses.** You acknowledge and agree that you are a Member and you are granted the right to purchase Nu Skin Products directly from Nu Skin Philippines at a member price pursuant to the terms of this Agreement. You cannot:
 - (a) resell Nu Skin Products in any manner, including the sale of Products through any online marketplaces or social media platforms and apps;
 - (b) sign-up others as Nu Skin independent Brand Affiliates ("**Brand Affiliates**"), Members or retail customers, and
 - (c) earn Bonuses.
6. **Brand Affiliates.** Brand Affiliates of Nu Skin Group are not eligible to be Members. You can become a Brand Affiliate of Nu Skin at any time under the same Brand Affiliate who sponsored you ("**Sponsor**") by completing and signing up online together with all the required documents to Nu Skin. As a former or existing Member, you may establish a Brand Affiliate Account under a new Sponsor only if you have not engaged in purchasing products from or returning products to Nu Skin, use of your credit cards for purchase from Nu Skin, use of Nu Skin shipping services, changing your Sponsor, or any other activities that the Company, in its sole discretion, determines to be material activity under your Member account during the preceding six (6) months.
7. **Six-Months Requirement.** Your Member account is permanently linked to the Brand Affiliate who referred you to be a Member under this Agreement. This link can only be changed after a period of six (6) months where there is no activity in your Member account as referred to in Clause 6 above.
8. **Trademark.** The Nu Skin Group's trade names, trademarks, product names and logos cannot be used without prior written consent from Nu Skin.
9. **Membership cannot be transferred, merged or inherited.**
10. **Consent for Your Sponsor to Contact You.** You hereby provide your consent for your Sponsor to discuss with you the products and services of Nu Skin Group, and hereby provide an on-going invitation to the Sponsor to approach you regarding Nu Skin Group's products and services until you notify Nu Skin of the revocation of your invitation in person, by telephone or in writing.
11. **Termination.** You agree that Nu Skin may terminate your Member account without notice. if you have not placed an order on your account for a period of 24 or more consecutive months. After termination, you may apply to become a Member again.
12. **Nu Skin Group Reserves the Right to: -**
 - (a) amend any or all of the terms, conditions or features of the Member Program, upon 30 days' notice; and withdraw, cancel, change or suspend, upon 30 days' notice, any benefit offered under the Member program, or the program itself, provided you will have the right to terminate your enrolment with the program without penalty, if you do not consent to such amendment, withdrawal etc.; and
 - (b) immediately terminate the Agreement without notice if you are found to have violated any terms under this Agreement, or any terms of the Brand Affiliate Agreement when you were Nu Skin Brand Affiliate, or any applicable law (including but not limited to making an untruthful or misleading claims about Nu Skin, Nu Skin products or Nu Skin opportunities).

13. **Privacy.**

- (a) We respect your privacy. Nu Skin Group collects from you and holds certain personal information about you, in order to provide you with the benefits of being a Member and communicating with you regarding Nu Skin products and services. Your information may also be disclosed and shared within Nu Skin Group (whether located within or outside of Philippines) for processing and storage.
- (b) You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by emailing to DPOoffice@nuskin.com, or contacting Nu Skin Philippines at 23rd Floor Exquadra Tower 1, Jade Drive Cor. Exchange Road, Ortigas Business Center, San Antonio, 1605 City of Pasig, Philippines.
- (c) You understand and agree that Nu Skin Group may disclose your personal information to contracted vendors (whether within or outside of Philippines as the case may be) for providing products and services to you.
- (d) This Agreement incorporates the Nu Skin Privacy Notice by reference which is available at <https://www.nuskin.com/content/global-privacy.html>. Please refer to Nu Skin Privacy Notice for details of our collection and use of your personal information.
- (e) You agree that Nu Skin may email, call, text and send you messages at the contact particulars provided by you for promotional and marketing purposes.

14. **Governing Law.** To the extent permitted by applicable law, this Agreement is governed by, construed, and enforced in accordance with the laws of the State of Utah, United States of America. You further agree that mandatory and binding arbitration is the sole means to resolve any and all disputes and claims under this Agreement and you agree to waive all your rights to jury or court trials. The arbitration is final and the decision cannot be appealed. To the extent permitted by applicable law, you agree that Salt Lake County, State of Utah, United States of America will be the exclusive venue for arbitration.

15. **Authorization to Charge Credit Card.** You are the owner or authorized user of the credit card account that you have submitted to Nu Skin for payment of your purchases. You authorize Nu Skin Group to charge the credit card designated by you for the Products that you order. You must not use another individual's credit card to order Products without the individual's prior written approval. You must provide a copy of the written approval to Nu Skin upon request.

16. **Uncollected/Undelivered Products:** As a Member, if you purchase Products directly from Nu Skin, you acknowledge that administrative time and costs will be incurred by Nu Skin to retain the Products purchased but remain uncollected by and/or undelivered to you. Accordingly, you agree that **IN THE EVENT THAT:**

- (i) when collection is to be made by you and you fails or neglects to collect any Products purchased from Nu Skin within seven (7) days from the date of purchase, Nu Skin will deliver the purchased Products to the address as provided by you at reasonable delivery charges charged to you and if such Products cannot be successfully delivered to you and you fail or neglect for whatsoever reason to collect the Products from Nu Skin within three (3) months from the date of purchase; or
- (ii) where you have requested Nu Skin and Nu Skin has agreed to deliver any Products to you but Nu Skin is unable to deliver such Products due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by you, and you fail or neglect to collect the Products from Nu Skin within three (3) months from the date of purchase,

THEN upon the expiry of the aforesaid period of three (3) months, Nu Skin shall, without further reference, notice or account to you, cancel your order of such Products and after deducting an administrative fee equivalent to 10% of the purchase price, refund to you 90% of the purchase price less the delivery charges in (i) above if applicable (plus applicable tax if prepaid).