

# Terms and Conditions

## Introduction

This Customer and Product Purchase Agreement is between the independent Customer, whose address is entered ("Customer" or "I") and Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601 ("Nu Skin" or "Company") and Nu Skin Singapore Pte Ltd., a Singapore corporation, #11-18 Park Mall, Singapore 238459 ("Nu Skin Singapore"). Nu Skin and Nu Skin Singapore may be collectively referred to as "Nu Skin." The Company reserves the right to transfer all of its rights to its distributor force to any entity. Any undefined term in this Customer and Product Purchase Agreement shall have the meaning attributed to it in the Policies and Procedures.

By submitting this Agreement, I agree to follow and be bound by all the provisions of this Customer Agreement and all documents in the Contract as defined in the Policies and Procedures. I agree that I have previously reviewed the Contract in paper form or online at [www.nuskin.com/worldshoppe/policiesandprocedures](http://www.nuskin.com/worldshoppe/policiesandprocedures), or if available, that I will review the Contract as part of the online sign-up process. If I refuse to follow any provision of the Contract, I agree to notify the Company, in writing, and cancel my customer account within the next thirty days. I understand that the only financial requirement to become a World Shoppe Customer is \$20(US) sign-up fee, which, if applicable, may include a Cash Card (as defined in the Terms and Conditions). I understand that I may only purchase products for personal consumption.

### 1. Integrated Agreement

This is an integrated agreement that consists of this Customer and Product Purchase Agreement, the Policies and Procedures, the Sales Compensation Plan (as may be amended to conform with this Agreement), and materials pertaining to optional programs, if any, and Customer acknowledges that he has read and understands these agreements, policies and programs, and agrees to adhere to them. All of the above-referenced agreements, policies and programs are incorporated herein by reference and made a part of this Customer Agreement. All of the above-referenced agreements, policies and programs, including this Customer Agreement, shall be collectively referred to as the "Contract." Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural and all plural words shall include the singular.

### 2. Independent Customer

I acknowledge that I am not an employee, agent, or legal representative of Company and am not authorized to act on behalf of the Company. Nothing in this Contract is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Customer and Company. I acknowledge and agree that I am only an authorized independent Customer of the Company and except as permitted by the Contract, I have no authority delegated to me to act on the Company's behalf. I understand and agree that as an independent Customer and I am responsible for all costs of my customer account without advances, reimbursement, or guarantee from the Company. I agree to pay any customs or other applicable taxes required by federal, state, and local laws, statutes, and regulations.

### 3. Effective Date

The effective date of the Contract will be the date that I execute this Customer Agreement electronically via the Company's Internet sign-up procedure and it is accepted by the Company, or if the online option is not available, the date this Agreement is received and accepted by the Company via facsimile or as a PDF attachment to electronic mail.

### 4. Products

(a) I understand and agree that (i) I may not order from Nu Skin Singapore more than a one month supply of any Nu Skin products for two people per calendar month; (ii) the products are for my personal use and members of my immediate family that currently reside with me and are not for retail sale; (iii) I must properly declare and value (full wholesale purchase price) the products at the appropriate customs checkpoint; (iv) I am responsible for shipping costs and all taxes and duties associated with the appropriate customs declarations; and (v) Nu Skin is not responsible for products confiscated by customs officials.

(b) I understand and agree that: (i) I **cannot** resale Nu Skin products; (ii) I may refer other customers to World Shoppe and the opportunity to purchase certain products of Nu Skin and its affiliated companies for personal consumption; and (iii) I will **not** be paid bonuses on products that I purchase for personal consumption, but I may be paid bonuses on the product purchases of people I refer to World Shoppe who purchase products for personal use less returns ("Bonuses). If the customer referral resides in an Authorized Country and signs up as an independent distributor under the Company's normal business model, then I understand that I may also be eligible for Bonuses. I further understand and agree that I must be in compliance with the terms of the Contract in order to be eligible to receive Bonuses for the customer referrals.

(c) The products may only be purchased wholesale from Nu Skin Singapore. I agree that all product purchases are for my personal use and not for resale, and that no sales volume or commission is calculated on purchases for my personal use. There is no requirement to purchase products or maintain any inventory of products.

### 5. Bonus Payment

(a) Nu Skin agrees to ensure prompt payment of any Bonuses due to the Customer under the terms and conditions of the Contract through its contractual arrangement with Nu Skin Singapore. Depending on the World Shoppe Country, payments may be made by direct deposit or designated cash card ("Cash Card"). I authorize the Company to deposit the payment of any Bonuses to an account at the financial institution associated with the designated Cash Card or my account via direct deposit. If a Cash Card is used, Bonuses will be deposited in an account of a financial institution that I can access with my Cash Card, which is a reloadable, reusable, prepaid stored-value, ATM debit card.

(b) Company shall not be liable to you for failing to access your account or provide direct deposits to your account in a timely manner unless such failure or loss is a direct result of Company's gross negligence or intentional misconduct.

### 6. Company Obligations

The Company and its affiliates will (i) provide the Customer with a personal identification number to be used in connection with ordering and various programs offered by the Company, (ii) sell quality products and services, and (ii) promptly pay Bonuses to the Customer under the terms and conditions of the Contract.

### 7. Product Refunds and Exchanges

(a) For thirty (30) days from the submission date of this Customer Agreement a Customer may obtain a 100% refund for the required Cash Card and a 90% refund thereafter in accordance with the refund policy in the Policies and Procedures. All unopened, resalable products and services are eligible for a 90% refund for up to one year from the date of the Customer Agreement as qualified by the aforementioned refund policy or special terms disclosed at purchase.

(b) Nu Skin will exchange products purchased by the Customer only if the returned products have been damaged in shipment, have been incorrectly sent, were originally defective, or otherwise of substandard quality. If feasible, returned products will be replaced with undamaged products. When a replacement is not feasible, Nu Skin reserves the right to issue credit vouchers for the wholesale value of the returned products.

(c) To refund or exchange products, a Customer must: (i) contact Nu Skin at World Shoppe at [www.nuskin.com/worldshoppe/index.shtml](http://www.nuskin.com/worldshoppe/index.shtml) to request the refund or exchange in writing within thirty (30) days immediately following the purchase; (ii) obtain from Nu Skin authorization and instructions on the method of return; (iii) pay all shipping costs and other expenses incurred by Nu Skin in relation to product exchanges.

### 8. Representations and Warranties

I represent and warrant that: (a) the person executing the Contract is duly authorized to do so, and when executed and delivered by the Customer and accepted by the Company, the Contract constitutes a legal, valid and binding obligation, enforceable against the Customer; (b) the information provided by me in the Contract is accurate and complete and that the providing of false or misleading information authorizes the Company, at its election, to declare the Contract void from its inception; (c) the government identification number provided in this Customer Agreement is my correct and proper identification number for my country of residence; (d) I am a permanent resident of one of the countries authorized to participate in World Shoppe ("World Shoppe Country"); and (e) neither I nor my spouse have been engaged in Business Activity (as defined in the Policies and Procedures) in a Company distributorship in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Compensation Plan in the last two years) immediately preceding my sign up under another Sponsor or World Shoppe Customer.

#### 9. Product and Earnings Claims

I agree that I will not (a) make any statements, claims, representations, or warranties regarding the rights of a customer, Company products or services unless they are in official promotional materials produced and distributed by the Company or its affiliates; and (b) (i) make any unreasonable, untrue, misleading, or unrepresentative representations or guarantees of any kind regarding pricing, earnings or income; or (ii) display actual or photocopied Bonus checks in promotional materials, World Shoppe opportunity advertising, or any other format or forum when presenting World Shoppe to prospective customers.

#### 10. New Customers

(a) I agree that when I introduce a prospective customer to World Shoppe, I will fully disclose that the only financial requirement to become a customer is sign-up fee of \$20(US), which, if applicable, includes a Cash Card for the payment of Bonuses. The Cash Card (i) does not include products, and (ii) the sale of said Cash Card does not generate a Bonus

(b) I agree that I may refer other potential customers to World Shoppe from World Shoppe Countries, and if those potential customers reside in an Authorized Country (other than the United States and Singapore), then I may refer them to Nu Skin, and at their option, they may sign up as an independent distributor under the Company's normal business model. With respect to any new customer that I may refer to World Shoppe, I agree to explain the Contract to the customer and support any new customer in a manner consistent with the Contract terms.

#### 11. Indemnity and Limitation of Liability

(a) I shall indemnify and hold the Company, Nu Skin Singapore, and their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, arising out of, in connection with, or related to, my negligent or intentional representations, acts, operations or omissions that are in violation of the Contract.

(b) The Company and its affiliated companies shall not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract. The Customer agrees that the entire liability of the Company and its affiliated companies for any claim whatsoever related to the Customer's relationship with the Company, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of products that the Customer has purchased from Nu Skin Singapore under the Contract.

(c) I agree to resolve all disputes with the Company and its affiliated companies, or with other Customers, related to Company related activities, through the Company's alternative dispute resolution policy.

12. **Sharing of Customer Information.** In order for Nu Skin to provide international support for my Nu Skin customer account, I authorize Nu Skin and its affiliated companies to transfer and disclose confidential and/or personal information in connection with me and my customer account to Nu Skin and its affiliated companies and to Nu Skin distributors as necessary. I also authorize Nu Skin to disclose information (that may be confidential) related to me and my customer account to government agencies or regulatory bodies upon their request or if required by law.

#### 13. Applicable Law

The place of origin of the Contract is the state of Utah, U.S.A. The terms and conditions of this fully integrated contract shall be construed in accordance with Utah law; provided, however, if any provision of the Contract related to the purchase of products is judged by a Singapore court to be invalid or unenforceable, the remaining terms and conditions will be unaffected and fully enforceable by law.

#### 14. Termination

I may terminate this Contract at any time. I may, within 30 days of the effective date of the Contract, furnish Nu Skin with a written notice to terminate the Contract and return the Cash Card for a refund equal to 100% of its original cost. Termination will be effective on the date Nu Skin receives the written notice.

#### 15. Assignment

I agree that Nu Skin may assign this Contract to an affiliated company associated with my country of residence if that country becomes officially opened as described in the Policies and Procedures.

### B. Product Purchase Agreement (Nu Skin Singapore)

This Product Purchase Agreement ("PPA") is between Nu Skin Singapore and me. Nu Skin Singapore, which is an affiliated company of NSI, is the exclusive wholesale distributor of Nu Skin products delivered to World Shoppe Countries. Nu Skin Singapore and I agree and understand that this PPA constitutes a distinct and separate agreement from my contract with NSI. Under this PPA, Nu Skin Singapore will offer Nu Skin products for wholesale purchase to me for personal use in the World Shoppe country in which I reside. This PPA is an integrated agreement that consists of this PPA and the Policies and Procedures, which are incorporated herein by reference.

### C. Country Specific Requirements

#### Brazil

If you are a World Shoppe Customer that resides in Brazil, then Nu Skin will pay your Bonuses via direct deposit. Please fill out the Direct Deposit Authorization Form and submit it with this Agreement in order to receive your Bonuses.

If you need to fax this Agreement to Nu Skin, the fax number is 0800-8912356.

If you need to mail this Agreement to Nu Skin, the address is:

Nu Skin International, Inc.  
C/O Brazil Support Services-World Shoppe  
1078 South 250 East  
Provo, Utah 84601  
USA

If you need to email a PDF form of this Agreement to Nu Skin, the email address is: [brazilsupport@nuskin.com](mailto:brazilsupport@nuskin.com)

#### South Africa

If you are a World Shoppe Customer that resides in South Africa, then Nu Skin will pay your Bonuses via direct deposit. Please fill out the Direct Deposit Authorization Form and submit it with this Agreement in order to receive your Bonuses.