

如您是香港或澳門居民，你將與美國如新企業香港分公司(“如新香港”)簽訂協議。

帳戶資料

會員將會獲編發一個如新會員號碼，以供如新香港及就有關會員帳戶之所有交易使用。會員現核證所提供的資料均乃屬真實正確，並同意倘該等資料有虛假或誤導，如新香港可宣告會員協議書（“本協議書”）無效。

如新會員號碼：

申請人為

☐ 香港合法居民

☐ 澳門合法居民

姓名(名字)：_____ (姓氏)：_____

電子郵箱 (用戶名)：_____

1. 申請人或其配偶/同居人是否曾為如新品牌專員/會員; 或
2. 申請人或其配偶/同居人是否曾以個人身份共同參與成為如新品牌專員/會員; 或
3. 申請人或其配偶/同居人是否曾透過商業機構身份經營的如新品牌專員/會員帳戶擁有實益權益?

☐ 是* ☐ 不是 *如是，請提供有關會籍/品牌專員帳戶及最後活動日期

會員/品牌專員帳戶姓名(姓氏先行)：_____

前品牌專員/會員號碼：_____ 最後活動日期：_____ 月 / _____ 年

保薦人資料：

保薦人姓名(名字 / 姓氏)：_____

保薦人的品牌專員號碼：_____

會員協議書

本會員協議書(“本協議書”)是由 Nu Skin Enterprises Hong Kong, LLC (“如新”)和您作為會員“您”或“您的”)所簽訂。「如新」包含「如新香港」是指 Nu Skin Enterprises Hong Kong, LLC 之香港分公司，其營業地址為香港銅鑼灣恩平道28號利園2期10樓及「如新澳門」是指 Nu Skin Enterprises Hong Kong, LLC 之澳門分公司，其營業地址為澳門新口岸北京街244-246號澳門金融中心6樓H座。

您明白本會員計劃是一項自選性的計劃，容許您作為非品牌專員以會員價或自動訂貨計劃(“ARO”)價(視屬何情況而定)直接從如新購買如新產品作為自用(“會員計劃”)。

考慮到參與會員計劃和在此列出的其他承諾以及協議，雙方同意如下：

1. **法定年齡。**您在法律上能夠簽訂本協議書並同意受其條款及條件約束。
2. **購買僅供個人使用。**
不得保薦；沒有獎金。您明白及同意您是會員，並且您獲賦予權利根據會員計劃中的條款以會員價或 ARO 價直接從如新購買如新產品。您購買的產品僅供個人使用。您不能 (i) 以任何方式銷售如新產品，包括透過任何網上市場或社交媒體平台及應用程式銷售如新產品，(ii) 保薦其他人成為如新獨立的 brand 專員、會員或零售客戶，以及 (iii) 賺取獎金。
3. **六(6)個月的要求。**您明白如新品牌專員的收入是基於產品銷售。如您透過一名獨立的 brand 專員推薦成為會員，則該 brand 專員將被稱為您的“推薦品牌專員”。若您在過去六(6)個月內沒有下訂單，您可以隨時更換推薦品牌專員。

4. **信用卡收取款項的授權。** 您為您向如新所提交的信用卡帳戶的持有人或被授權使用人並可以用該信用卡帳戶作支付您的購買款項。您授權如新及其關聯公司向該信用卡收取您訂購產品之費用。所有產品必須在發貨前全額支付。如事前未獲得他人的書面授權，您不得使用他人的信用卡訂購公司產品或業務輔銷品及輔助服務。若如新提出要求，您必須依照要求提供一份已經獲得該授權的書面副本給如新。
5. **退款及更換產品。**
- 1) 您在會員計劃下直接從如新購買產品，若 (i) 退回的產品是未經開封並可重新銷售的，及 (ii) 於訂購日起十二(12)個月內退回，如新會將購買價的90%款項退回給您。您負責退回產品的費用。
- 如果可行的話，退款的方式將根據實際付款方式規定，如使用信用卡付款，將會安排信用卡回帳為退款方式。如以現金付款，則會安排核發產品的信用額。如新可選擇其認為合適的其他替代退款的方式代替退款。
- 特定產品的任何其他退款或保證將根據公佈的產品銷售條款。此退款部份並不適用於任何您購買的季節性、停售產品、或類似的特別推廣產品。
- 2) 更換政策
- 除非現行適用的法律另有規定，如您直接從如新購買產品後 30 天內通知如新，如新將會更換因如新的錯誤交貨或是有瑕疵的產品。如無法更換相同產品，如新將 (i) 按該更換產品的價格核發出如新信用額給該產品訂購的會員，該信用額度可以用來購買如新其他產品，或 (ii) 退還全部購貨款項。
- 為了獲得退款或換貨，您本人必須親自(或出示直接從如新購買產品的會員的有效授權書)到如新並出示銷售收據之正本，連同產品來進行退款或換貨。如新不會退還您因退回產品而產生之運費。
6. **未領取/未能送達的產品：** 作為會員，若您直接從如新購買產品，您明白如新對於處理您已購買的產品但仍未被您領取及/或被送遞給您時，將招致行政上的時間及費用。因此，您同意以下條款：
- (i) 當產品應由您提取而您於發貨日起之十四(14)天內，仍未能或因任何疏忽原因而未到如新提取產品，如新會取消您訂購該產品的訂單，並會扣除售價的10%作為行政費後，把售價的90%款項退回給您，而無需再向您提示、通知或交代。或
- (ii) 若您要求如新而如新同意送遞任何產品給您，但由於您所提供的送遞地址不正確或地址不全或您所提供的收貨人不在該地址，致使如新未能送遞產品給您，如新會再次與您聯絡以便作送貨安排，但將會收取港幣50元作為第二次的送貨費用或更改訂單內容中之行政費。若您要求如新而如新同意送遞任何產品到所選擇的順豐香港自營網點 (*順豐香港自營網點包括順豐營業點、順豐站及順豐智能櫃)，但您未能或因任何疏忽原因而未能在收到SMS通知後24小時內提取產品，產品將會因為無人領取而退回如新。如新會再次與您聯絡以便作送貨安排，但將會收取港幣50元作為第二次的送貨費用或更改訂單內容中之行政費。請注意，更改送貨地址後的送貨時間或需額外加三(3)個工作天。假如您已購買的產品因上述理由未能於發貨日起之十四(14)天內送達或取貨，如新會取消您訂購該產品的訂單，並會扣除售價的10%作為行政費後，把售價的90%款項退回給您，而無需再向您提示、通知或交代。
7. **條款；終止；及修改。**
- 您明白除非如新或您以書面通知取消本協議書，否則本協議書將繼續有效。如新可於給予或收到書面通知的三十(30)天內取消本協議書。如新可自行決定以三十(30)天事先書面通知更改會員計劃及本協議書的條款及條件，包括終止會員計劃。您明白如您於十二(12)個月內未有作出任何購買，本協議書將會自動終止。您也明白當您註冊成為品牌專員後本協議書會自動終止。
8. **會員帳戶不得轉讓、合併或繼承。**
9. **個人資料。**
- (a) 個人資料的收集。如新、其母公司、關聯公司及子公司(統稱“如新集團”)瞭解您會關心在您參與會員計劃後，有關您的資料將如何被收集、使用和分享，並對此作出回應。如新集團尊重您的隱私權並致力於保護如新產品及服務的消費者們的隱私權。如新集團向您收集和保存關於您的個人資料是為了以下用途：向您提供會員所獲的益處、與您溝通關於 (i) 促銷優惠和產；(ii) 計算您的推薦品牌專員的獎金；及 (iii) 其他相關問題。您提交的所有資料將被如新集團的美國總部所持有。您有權致電 852-2837-7800 與如新聯絡，要求取得和更改您的個人資料。
- (b) 個人資料的披露。
- (1) 如新集團可能會聘請外面的服務供應商為其提供服務，並可在必要的範圍內分享您的個人資料予該服務供應商以便他們提供該服務。例如，當您使用信用卡購物時，如新集團的信用卡處理供應商將獲得您的信用卡號碼和其他個人資料，這僅用於處理您的購買。如新集團將任何該資料的披露僅限於特定目的，並進一步要求其保持該資料的機密性、安全性和完整性，不得向他人作任何進一步的披露。此外，如果如新集團認為適合，可向您的推薦品牌專員提供某些資料。
- (2) 除上述規定和如新的私隱政策外，除非法例要求，否則在未經您的許可下，如新集團將不會披露、銷售、轉讓、或分派您的個人資料予任何第三方。如您不希望提供所要求的必要資料，您將不可參與本會員計劃。您可在如新香港的網站 www.nuskin.com 查閱隱私政策。
- 當提交此協議書，您同意如新集團為執行本協議書所述事項的目的而收集、使用、處理及披露您於本協議書上的個人資料。您確認您已閱讀並完全明白如新集團隱私政策中的條款，並且您同意如新集團以以上方式收集、使用、處理及披露您於本協議書上的個人資料。

10. 強制性和有約束力的仲裁協議書

如您參與會員計劃出現問題，雙方同意真誠地努力解決問題。若雙方無法這樣做，如新和您同意透過仲裁解決爭議(定義如下)。本強制性和有約束力的仲裁協議書是由如新和您所簽訂。

(a)「本協議書」是受限於仲裁。任何因「本協議書」而產生或與之有關的爭議之仲裁或其他解決方法，必須以中國香港特別行政區(“香港特別行政區”)為專屬管轄地方。「本協議書」源出於香港特別行政區，在不影響有關之法律選擇規則下，將受香港特別行政區的管限並按香港特別行政區法律解釋及詮釋。任何及所有爭議及司法管轄權問題均應在香港特別行政區解決之。您同意接受香港特別行政區任何法院之司法管轄權及放棄提出對不正當審判地的任何反對。

(b) 您同意在提交仲裁通知時，任何爭議將交由香港國際仲裁中心(“香港國際仲裁中心”)根據現行的香港國際仲裁中心機構仲裁規則進行仲裁及最終解決。本仲裁條款的法律應為香港特別行政區法律。

仲裁程序將於香港特別行政區進行。仲裁將以英文進行，但如一方當事人請求並負擔費用，文書及證詞將翻譯成另一種語言。雙方當事人同意，一名仲裁員將被任命審理及裁決爭議。當事人將自行承担各自之費用及支出並應平均分擔(i) 仲裁員之費用，及(ii) 仲裁行政費用。任一方或仲裁員未獲得雙方當事人事先書面同意前，均不得披露任何仲裁之存在、內容或結果。任何擁有司法管轄權之法庭可按仲裁員之裁決作出法庭判決。

(c)「爭議」是指任何及所有過去、現在或未來的申索、爭議、訴訟因由或投訴，不論基於合約法、侵權法、條例、法律、產品責任、衡平法或任何其他訴訟因由，且(i) 因「本協議書」或與「本協議書」而引起的，(ii) 其他品牌專員和您之間因會員帳戶而引起或與會員帳戶有關的，(iii) 如新和您之間的，(iv) 與如新、或其過去或現在的關聯公司、其所有人、董事、高級職員、僱員、投資者或供應商有關的，(v) 與如新產品有關的，或(vi) 關於如新處理任何其他事情而影響您的會員帳戶，或因如新的業務引起或與如新的業務有關的，包括您對如新對「本協議書」的解釋之異議。

(d) 若您申請成為會員、參與會員計劃，或從如新購買任何產品，均表示您同意此仲裁協議書並受其約束。

11. 直接促銷：

如新集團尊重您的私隱。如新集團為向您提供成為會員的益處以及就促銷優惠與您進行溝通而收集並保存某些關於您的個人資料。

您明白若您已提供電郵地址，則表示您同意如新可就推廣和營銷目的，透過您提供的聯繫方式向您發送電子郵件。

☐ 如您選擇此方格，即表示您確定 **選擇不接收** 如新集團的此類推廣和營銷材料。您明白如您選擇此方格，您將無法收到如新產品和服務的最新資料。

12. 如本協議書的英文版本跟任何翻譯版本有任何差異，則以英文版本為準。

申請人簽署：_____ 日期：_____

If you are a resident of Hong Kong or Macau, you will be entering into an agreement with Nu Skin Enterprises Hong Kong, LLC ("NSHK").

NEW ACCOUNT INFORMATION

Member will be assigned an Identification Number used by NSHK in all transactions concerning the Member's account. Member certifies that the information given below is true and correct and agrees that NSHK may declare the Member Agreement ("Agreement") void if such information is false or misleading.

Nu Skin's Member Number :

Applicant is a lawful resident of ☐ Hong Kong ☐ Macau

Full Name (First Name) : _____ (Last Name) : _____

E-mail Address (Username) : _____

Has the applicant or the applicant's spouse / co-habitant ever been :

1. a Brand Affiliate / Member of Nu Skin; or
2. as an individual Brand Affiliate / Member of Nu Skin by way of joint participation; or
3. having any beneficial interest in a Nu Skin Brand Affiliate / Member account through a Business Entity

☐ YES* ☐ No *If yes, please give name of such Brand Affiliate Account and list date of last activity

Name of Brand Affiliate Account / Member (Surname first) : _____

Prior Brand Affiliate / Member ID : _____ Date of last activity : _____ MM / _____ YY

Sponsor's Details :

Sponsor's full name (First Name / Last Name) : _____

Sponsor's Brand Affiliate ID : _____

MEMBER AGREEMENT

This Member Agreement ("Agreement") is between Nu Skin Enterprises Hong Kong, LLC ("Nu Skin") and you, the Member ("you"). "Nu Skin" comprises "Nu Skin Hong Kong" meaning Nu Skin Enterprises Hong Kong, LLC, Hong Kong branch with business address at 10/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong and "Nu Skin Macau" meaning Nu Skin Enterprises Hong Kong, LLC, Macau branch with business address at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau.

You understand that the Member program is an optional program that allows me, as a non-brand affiliate, to purchase Nu Skin products directly from Nu Skin at a member price or Automatic Reordering Order ("ARO") price (as the case may be) for personal use ("Member Program").

In consideration of participating in the Member Program, and other promises and agreements set forth herein, the parties 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. **Purchase is for Personal Use Only.**
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 at a member price or ARO price pursuant to the terms of the Member Program. My product purchases are for personal use only. You cannot:
 - (i) resell Nu Skin products in any manner, including the sale of Nu Skin products through any online marketplaces or social media platforms and apps,
 - (ii) sign-up others as Nu Skin independent Brand Affiliates, Members or retail customers, and (iii) earn Bonuses.
3. **Six-Months Requirement.** You understand that a Nu Skin Brand Affiliate's earnings are based on product sales. If an independent Nu Skin Brand Affiliate signs me up as a Member, then that Brand Affiliate is referred to as my "referring Brand Affiliate." You may change to a different referring Brand Affiliate at any time if you have not placed an order within the previous six months.

4. **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 my purchases. You authorize Nu Skin or its affiliated company to charge the credit card designated by me for the products that you order. All products orders must be paid in full before the products are shipped. You must not use another individual's credit card to order Products or the Nu Skin's Business Support Materials and Services without the individual's prior written approval. You must provide a copy of the written approval to Nu Skin upon request.

5. **Refunds and Exchanges.**
 - 1) Nu Skin will refund to me ninety percent (90%) of the purchase price of those products you purchased directly from Nu Skin under the Member Program if (i) the returned product is unopened and resalable, and (ii) it is returned within twelve (12) months from the order date. You are responsible for the cost of returning the product.
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 charge back 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.

Any other refunds or guarantees offered on a specific product pursuant to the published terms and conditions of the product sale. This refund section does not apply to any seasonal, discontinued, or similar special promotional products purchased by you.
 - 2) 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.

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. Nu Skin will not refund to you any of your delivery costs for returning the products.

6. **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 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 fail or neglect for whatsoever reason to collect the products from Nu Skin within fourteen (14) days from the Date of Distribution, 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 percent of the purchase price, refund to you 90 percent of the purchase price.; 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 to you 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 from Nu Skin, Nu Skin will contact you again for delivery arrangement but will charge you HK\$50 as the second delivery fee or the administrative fee for order amendment; If you have requested Nu Skin and Nu Skin has agreed to deliver any products to SFHK self-operated network points (* include SF Business Stations, SF Stores and SF Lockers) you designated, but you fail or neglect for whatsoever reason to pick up the products within 24 hours upon receipt of the SMS notification, the products will be returned to Nu Skin as unclaimed. Nu Skin will contact you again for delivery arrangement but will charge you HK\$50 as the second delivery fee or as the administrative fee for order amendment. Please note that additional three (3) working days for delivery might be required for any change of delivery address. If you fail or neglect for whatsoever reason to receive or collect the products from Nu Skin within fourteen (14) days from the Date of Distribution, 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 percent of the purchase price, refund to you 90 percent of the purchase price.

7. **Term; Termination; and Modification.**
You understand that this Agreement will remain in effect unless cancelled in writing by Nu Skin or me upon written notice. Nu Skin will cancel the Agreement within 30 days of giving or receiving a written notice. Upon 30 days prior written notice, Nu Skin **may, in its sole discretion, modify the terms and conditions of the Member Program and this Agreement, including termination of the Member Program.** You understand that this Agreement will be automatically terminated if you have not made any purchases for a period of 12 months. You also understand that this Agreement will be automatically terminated upon you have signed up to become a Brand Affiliate.

8. **Membership cannot be transferred, merged or inherited.**

9. **Personal Information.**
 - (a) Collection of Personal Information. Nu Skin, its parent company, affiliates and subsidiaries (collectively "Nu Skin Group") are aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your participation in the Member Program. Nu Skin Group respects your privacy and is committed to protecting the privacy of consumers of Nu Skin's products and services. 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
 - (i) promotional offers and products; (ii) calculating the Bonuses of your referring Brand Affiliate; and (iii) other relevant issues. All information submitted by you will be held by Nu Skin Group at its corporate headquarters in the United States. You have right to access and correct your personal information held by Nu Skin at 852-2837-7800.
 - (b) Disclosure of Personal Information.
 - (1) Nu Skin Group may employ outside service providers to perform services for it, and may share your personal information with such service providers to the extent necessary for them to perform such services. For example, when you make a purchase with your credit card, Nu Skin Group's credit card processing providers will be given access to your credit card number and other personal information for the sole purpose of processing your purchase. Nu Skin Group limits the disclosure of any such information solely to the specific purposes for which it was disclosed, and further requires that they maintain the confidentiality, security and integrity of such information and not make any further disclosure to others. Additionally, Nu Skin Group may provide certain information to your referring Brand Affiliate when it determines it is appropriate.
 - (2) Except as set forth above and in Nu Skin's Privacy Policy, Nu Skin Group will not disclose, sell, transfer, or assign your personal information to any third party without your permission unless required by law. If you do not wish to provide the mandatory information requested, you will not be able to participate in the Member Program. You may view the Privacy Policy on Nu Skin Hong Kong's web sites at: www.nuskin.com.

By submitting this form, you agree that Nu Skin Group may collect, use, process and disclose your personal information given in this form for the purpose of administration in relation to the matters referred to herein. You confirm that you have read and fully understand the provisions set out in Nu Skin Group's Privacy Policy and you consent to Nu Skin Group's collection, use, processing and disclosure of your personal information in the manner set out therein. | 2

10. MANDATORY AND BINDING ARBITRATION AGREEMENT

If an issue arises regarding my participation in the Member Program, the parties agree to make a good faith effort to resolve it. In the event we are unable to do so, Nu Skin and You agree to resolve the Dispute (defined below) through arbitration. This Mandatory and Binding Arbitration Agreement is between Nu Skin and me.

(a) **THIS AGREEMENT IS SUBJECT TO ARBITRATION. HONG KONG SPECIAL ADMINISTRATIVE REGION, CHINA (“HKSAR”) WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT.** The place of origin of this Agreement is HKSAR, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of HKSAR, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes will be in HKSAR. You consent to the personal jurisdiction of any courts within HKSAR and waive any objection to improper venue.

(b) You agree that any Dispute will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be the law of HKSAR.

The arbitration proceedings will be conducted in HKSAR. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by mutual consent of both parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) A “Dispute” is defined as any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action, (i) arising under or related to this Agreement, (ii) between other Brand Affiliates and me arising out of or related to a Member account, (iii) between Nu Skin and me, (iv) related to Nu Skin or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Nu Skin products, or (vi) regarding Nu Skin’s resolution of any other matter that impacts my account, or that arises out of or is related to Nu Skin’s business, including my disagreement with Nu Skin’s interpretation of the Agreement.

(d) YOU AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF YOU SIGN UP AS A MEMBER, PARTICIPATE IN THE MEMBER PROGRAM, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN.

11. DIRECT MARKETING :

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 Member and communicating with you regarding promotional offers.

You understand that if you have provided your email address, you agree that Nu Skin may email you at the contact particulars provided by you for promotional and marketing purposes.

By clicking this box, you confirm that you want to opt out of receiving such promotional and marketing materials from Nu Skin Group. You understand that if you tick this box, you will not be able to receive updated information on Nu Skin products and services.

☐ By clicking this box, you confirm that you want to opt out of receiving such promotional and marketing materials from Nu Skin Group. You understand that if you tick this box, you will not be able to receive updated information on Nu Skin products and services.

12. In the event that any discrepancies exist between the English version of this Agreement and any translation thereof, the English version will be controlling.

Applicant’s Signature : _____

Date : _____