

## ADR Subscription Agreement – Terms and Conditions

By participating in the Automatic Delivery Rewards (ADR) Subscription program (“**ADR Subscription Program**”<sup>1</sup>), you fully agree to and commit to abide by the terms and conditions set forth below.

This ADR Subscription Agreement is between you, as ADR Subscription customer, (“you” or “your”) and Nu Skin Germany GmbH, Taunusstrasse 57, 55120 Mainz, Germany, VAT DE811894889 (“Company”).

**You hereby agree as follows:**

### **1. ADR Subscription Program**

The ADR Subscription Program is an optional subscription Program that allows you to place a standing order with the Company that will be shipped to you and charged to your credit card, debit card or bank account on a recurring monthly basis, unless you have selected the option of bi-monthly shipments<sup>2</sup>. No minimum product purchases are required to participate in the ADR Subscription Program. However, in order to gain from the benefits listed under the present Terms and Conditions, a minimum 50 SV volume is required for the ADR subscription order every month when it is processed.

### **2. ADR Subscription benefit and product points**

#### **2.1 Benefits**

2.1.1 Main principles. As detailed further in this section 2.1, product points are calculated based on Sales Volume, to which a 10% to 30% rate will be applied. Sales Volumes (“SV”) is a point system used to compare the relative value of Products with each Product being assigned a specific amount of points of SV. The corresponding SV for each Product is marked on the specific product page on your local Nu Skin website (for Brand Affiliates and Members) and in the Pricelist (for Customers, Brand Affiliates and Members) available on your local Nu Skin website. Product points (SV multiplied with the applicable 10%, 20% or 30% rate as outlined in 2.1.2. below) will be awarded in the calendar month following the calendar month during which they are earned. Such product points can be redeemed for any product, subject to the reservations and exceptions listed in the present Terms and Conditions, that has less or equal value in SV. The difference between the SV and your available product points will be kept on your ADR Subscription account with the Company and will accumulate with any additional product points earned (until redeemed for products), under the conditions set out in these Terms and Conditions.

2.1.2 If your (bi-) monthly ADR Subscription order totals or is greater than 50 SV after discount, you will be entitled to product points that may be redeemed for additional products in the country they were earned.

2.1.2.1 For a monthly ADR Subscription (i.e. occurring every month), product points vary and are earned at a rate of 20% to 30% of the ADR Subscription SV order value. For a monthly ADR Subscription, you will gain 20% of the ADR Subscription SV order value for the first twelve (12) months of your ADR Subscription or 30% as from the thirteenth (13th) month of your ADR Subscription.

2.1.2.2 For a bimonthly ADR Subscription (i.e. occurring every two months), the product points are earned at a rate of 10% of the ADR Subscription SV order value, regardless of the number of processing months.

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<sup>1</sup> The term “ADR Subscription” may be referred to as “Automatic Delivery Rewards Program” or “ADR Program” in the applicable contractual documentation, including the Policies and Procedures and your Brand Affiliate Agreement.

<sup>2</sup> Bi-monthly shipment is defined as a shipping occurring every two months.

- 2.1.3 Certain products do not earn product points, unless expressly stated otherwise, including but not limited to:
- 2.1.3.1 products which are marked as such on your local Nu Skin website or in the Pricelist;
  - 2.1.3.2 products which are not fully priced items, including but not limited to kits, packages (with the exception of ADR Subscription packages when applicable), promotional items and discounted items;
  - 2.1.3.3 branded items.
- 2.1.4 In addition, certain products are not redeemable with products points, unless expressly stated otherwise, including but not limited to:
- 2.1.4.1 products which are marked as such on your local Nu Skin website or in the Pricelist;
  - 2.1.4.2 products which are not fully priced items, including but not limited to kits, packages, promotional items, discounted items and product items under ADR Subscription pricing (e.g. Beauty Focus Collagen+ with ADR Subscription pricing);
  - 2.1.4.3 branded items.
- 2.1.5 Vouchers are not redeemable for ADR Subscription orders, unless stated otherwise at the issuance of a voucher.
- 2.1.6 Newly launched products earn product points from the date those are available for purchase in the applicable market. However, newly launched products cannot be redeemed with product points for the first three (3) months starting from the date of their launch; newly launched products will be available for redemption as from the fourth (4th) month onwards.
- 2.1.7 You may earn no more than 75 product points per month per market and no more than 900 product points per year per market.
- 2.1.8 Product points can only be redeemed for products based on the single product SV (ADR Subscription pricing excluded). When redeeming product points for products, you may refer to the single pricing (ADR Subscription pricing excluded), and you can associate one product point with one SV. Illustration:

1 Product Included in the ADR Subscription in the month when it ships	SV	Product points earned		Product points available for redemption (from next month on):	Product choice from single pricing based on SV
	50.8	at 10% :	5.08	5.08	any product with less or equal value than 5.08 SV
		at 20% :	10.16	10.16	any product with less or equal value than 10.16 SV
		at 30% :	15.24	15.24	any product with less or equal value than 15.24 SV

This table is provided for illustration purposes only (no binding values).

- 2.1.9 If you return products from your ADR Subscription, previously awarded product points will be deducted from your ADR Subscription account.
- 2.1.10 No SV or Commissionable Sales Value (if you are a Brand Affiliate) is earned on products purchased with product points

## 2.2 Deletion and/or cancellation

- 2.2.1 The product points you earn, if not redeemed, will automatically expire on the first day of the 13<sup>th</sup> month after which they were earned (“Deletion”). If you notify the Company within thirty (30) calendar days as

from the Deletion and request reinstatement of the deleted product points, then the said product points will be reinstated.

- 2.2.2 You may cancel your ADR Subscription either online or by contacting your local customer service. If you cancel your ADR Subscription, you will immediately lose all product points. You may reactivate your ADR Subscription, but you will not retain the product points that you have previously earned and will start over at month 1 benefit level as provided in 2.1.2 above. In case of reactivation in the same month, products points and benefits will be restored.

### **2.3 Returns/Exchanges**

There are no returns or exchanges allowed on product purchased with ADR Subscription product points. Except for products purchased with products points, all products ordered under the ADR Subscription Program may be returned or exchanged pursuant to the Company's return/refund and exchange policy. The Product Return Policy may be found at your local Nu Skin website.

## **3. Payment**

### **3.1 Information for payment**

- 3.1.1 Your ADR Subscription will specify the quantity of each product that you want to receive monthly or bimonthly (i.e., every two months). By completing the ADR Subscription process, you agree to accept and to pay for the product(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction. The ADR Subscription order will not be shipped until the Company (or its affiliated company) has received a full payment. The Company may decide to cancel an ADR Subscription order if payment is not successful after five (5) business days from the moment the payment is due.

### **3.2 Payment authorization**

- 3.2.1 By selecting "credit card" or "debit card" as your method of payment (subject to availability in your local market), you authorize the Company (or its affiliated companies) to charge your credit card or debit card, as the case may be, each month or bimonthly (i.e., every two months) for the products specified in your ADR Subscription order and to retry to charge your card in case an attempt was unsuccessful.
- 3.2.2 By selecting "SEPA Direct Debit" as your method of payment (subject to availability in your local market), you authorize the Company (or its affiliated companies) to charge your personal checking account each month or bimonthly (i.e., every two months) for the products specified in your ADR Subscription. By participating in the ADR Subscription Program, you warrant that you have given authorization to your bank allowing the Company (or its affiliate companies) to place a direct debit order in your checking account.
- 3.2.3 By selecting "Wire" as your method of payment (subject to availability in your local market), you represent and warrant that you will transfer the amount stipulated above plus any related tax and shipping fees every month two to three (2-3) business days prior the ADR Subscription processing day. You understand and agree that this is a precondition to receive your ADR Subscription order in time. You agree to transfer the total invoice amount to the applicable Nu Skin bank account number as indicated during checkout upon ADR subscription creation. The Nu Skin bank account number can also be found in your order confirmation email or by contacting your local Customer Service.

#### **4. Increase of prices and costs**

- 4.1.1 The Company may change the price of the products that you have selected, as well as any shipping cost. In case of an increase, the Company will provide you with written notice via email and/or publication on the Nu Skin website ([www.nuskin.com](http://www.nuskin.com)), at least thirty (30) calendar days prior to the price increase. Unless you direct the Company to do otherwise (by doing so online or by contacting in writing your local customer service), the Company will continue to send you the selected products at the modified price.
- 4.1.2 No notice will be given for price changes resulting from a modification of the applicable VAT or other sales tax rate.

#### **5. Changes**

##### **5.1 Change of address**

Unless you change your address (by doing so online or by contacting your local customer service) at least five (5) business days prior to the designated process date of your ADR Subscription, the products you have included in your ADR Subscription order will be sent to you each month/bimonthly (i.e., every two months) at the address you have provided the Company with initially.

##### **5.2 Change of ADR Subscription**

Unless you change your ADR Subscription (by doing so online or by contacting your local customer service) at least five (5) business days prior to your designated processing date, the product(s) you have selected will be charged and sent to you each month/bimonthly (i.e., every two months) at the address you have provided the Company with.

#### **6. Discontinuation of products**

- 6.1 Any product you selected and included in your ADR Subscription may be discontinued by the Company.
- 6.2 In case of discontinuance, the Company will provide you with a written notice at least thirty (30) calendar days prior to the discontinuance of the said products and will continue to send you any other items included in your ADR Subscription.
- 6.3 You may select other products to replace the discontinued products, by doing so online or by contacting your local customer service at least five (5) business days prior to the processing date. Purchase price and shipping fees will be automatically modified to reflect the change(s) made in your ADR Subscription order.

#### **7. Term, termination and amendments**

- 7.1 The ADR Subscription Agreement is effective as from the day you place your first ADR Subscription order online. The ADR Subscription Agreement will last for an indefinite period of time, unless terminated by either the Company or the ADR Subscription customer in accordance with the present Terms and Conditions.
- 7.2 With fourteen (14) calendar days' prior written notice, the Company may terminate the ADR Subscription Program. The Company may also immediately terminate your right to participate in the ADR Subscription Program and this ADR Subscription Agreement and notify you of the termination if (i) your payment is not successful because of insufficient funds or the credit card, debit card or bank authorization provided to the Company expires, is cancelled or otherwise terminated, (ii) you violate the terms and conditions of this ADR Subscription Agreement, or (iii) you violated the terms of the Terms and Conditions of your Brand Affiliate Agreement and the Policies and Procedures (if you are a Brand Affiliate), or your Member Agreement and the Nu Skin General Conditions of Sale (if you are a Member), or the General Conditions of Sale (if you are a Customer).

- 7.3** In your capacity of ADR Subscription customer, you may cancel your (bi-)monthly ADR Subscription order(s) and terminate the ADR Subscription Agreement online ([www.nuskin.com](http://www.nuskin.com)), at any time. The Company will process the cancellation and termination of your order and ADR Subscription Agreement within five (5) business days. If the cancellation is made by contacting your local customer service, the Company will process the cancellation and termination of your order and ADR Subscription Agreement within thirty (30) calendar days. If an ADR Subscription order is shipped in the meantime, you may refuse the order or otherwise return the order and seek a refund from your local customer service. In case the order is not refused or otherwise returned to the Company, no refund may be sought from the Company.
- 7.4** With thirty (30) calendar days' prior written notice, the Company may, in its sole discretion, modify the terms and conditions of this ADR Subscription Agreement, including but not limited to, the terms and conditions applicable to the product points. For the avoidance of doubt, any new version of the ADR Terms and Conditions is applicable, including to ongoing ADR Subscriptions, within thirty (30) calendar days of the notification made by the Company via your registered email.
- 7.5** If you wish to put your (bi-)monthly ADR Subscription order(s) on hold, you may do so online at least five (5) business days prior to your designated process date. You may do so for a maximum of three (3) times in a calendar year without having your ADR Subscription Agreement cancelled. If you put more than three (3) ADR Subscription orders on hold within a calendar year, the Company reserves the right to immediately terminate your right to participate in the ADR Subscription Program and terminate the ADR Subscription Agreement, with all the consequences stipulated in the present Terms and Conditions, including Deletion of the product points.

## **8. No modification of other applicable contractual documentation**

The Terms and Conditions contained in this ADR Subscription Agreement do not supersede or modify in any way the Terms and Conditions of your Brand Affiliate Agreement and the Policies and Procedures (if you are a Brand Affiliate) or your Member Agreement and the Nu Skin General Conditions of Sale (if you are a Member) or the General Conditions of Sale (if you are a Retail Customer).

## **9. Personal Data**

Your personal data will be processed as set out in the Nu Skin Privacy Notice, available here [https://www.nuskin.com/content/nuskin/en\\_DE/corporate/privacy.html](https://www.nuskin.com/content/nuskin/en_DE/corporate/privacy.html).

## **10. Miscellaneous**

Enquires may be addressed to your local Customer Service the contact details of which can be found at [https://www.nuskin.com/content/nuskin/en\\_DE/info/customer-service.html](https://www.nuskin.com/content/nuskin/en_DE/info/customer-service.html).

Our ADR Subscription Frequently Asked Questions can be found here:

[https://www.nuskin.com/content/nuskin/en\\_DE/info/customer-service/adr-loyalty-programme.html](https://www.nuskin.com/content/nuskin/en_DE/info/customer-service/adr-loyalty-programme.html).