



TERMS AND CONDITIONS OF SALE AND REFUND POLICY

Effective July 2023

1. Brand Affiliate certifies that he/she is individually responsible for having knowledge of and is in compliance with all applicable Malaysia Immigration laws. Brand Affiliate will indemnify and hold harmless Nu Skin (Malaysia) Sdn. Bhd. ("NSMY"), Nu Skin International, Inc. and its affiliates against all liabilities, claims and proceedings resulting from or arising out of Brand Affiliate's acting as an Independent Brand Affiliate in Malaysia.
2. Brand Affiliate agrees that he/she will not purchase more Products than are reasonably necessary to meet the demands and orders of the Brand Affiliate's retail customers. Brand Affiliate understands that Products are purchased with the intent of retail in Malaysia.
3. Brand Affiliate will not place orders in the name of other Brand Affiliates without their prior written authorization. Brand Affiliate agrees to provide a copy of such written approval to NSMY upon request as set forth in Section 3.7 of Chapter 2 of NSMY's Policies and Procedures.
4. If Brand Affiliate has chosen to pay for his/her purchases using a credit card not issued to him/her, he/she confirms that the holder to whom such credit card has been issued (the "Cardholder") has consented to such use of the credit card and that the Cardholder has signified such consent by completing and signing the Credit Card Authorization Form. Brand Affiliate agrees to provide a copy of such written approval to NSMY upon request as set forth in Section 3.9 of Chapter 2 of NSMY's Policies and Procedures.
5. Brand Affiliate agrees that NSMY may collect, use, process and disclose his/her personal data given in sales order invoice for the purpose of administration in relation to the matters referred to herein. Brand Affiliate confirms that he/she has read and fully understands the provisions regarding the collection, use, processing and disclosure of personal data set out in NSMY's Personal Data Protection Notice and Section 2 of Chapter 1 of NSMY's Policies and Procedures and he/she agrees to abide by them.
6. NSMY after deducting an administrative fee equivalent to 10% of the price, will pay/refund to the Brand Affiliate 90% of the amount paid by the Brand Affiliate, plus applicable tax if prepaid, less applicable Bonuses, upon the buy back by NSMY at the Brand Affiliate's request, of marketable (namely, unopened and resalable) Products and Business Support Materials sold by NSMY to the Brand Affiliate that are returned within 12 months of the order date.
7. The form of refund will be based on the original form of payment such as a bank transfer or a credit card charge. Instead of a refund, NSMY may choose other alternatives such as a product credit, as NSMY may decide in its sole discretion.
8. For product refund, the Brand Affiliate must make appointment before visiting NSMY's premises in person.
9. The Brand Affiliate acknowledges that administrative time and costs will be incurred by NSMY to retain Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to the Brand Affiliate. Accordingly, the Brand Affiliate agrees that IN THE EVENT THAT:
 - (i) when collection is to be made by the Brand Affiliate and the Brand Affiliate fails or neglects to collect any Products and/or Business Support Materials purchased from NSMY within seven (7) days from the date of purchase, NSMY will deliver the purchased Products and/or Business Support Materials to the address as provided by the Brand Affiliate at reasonable delivery charges and if such Products and/or Business Support Materials cannot be successfully delivered to the Brand Affiliate and the Brand Affiliate fails or neglects for whatsoever reason to collect the Products and/or Business Support Materials from NSMY within three (3) months from the date of purchase: or
 - (ii) where the Brand Affiliate has requested NSMY and NSMY has agreed to deliver any Products and/or Business Support Materials to the Brand Affiliate but NSMY is unable to deliver such Products and/or Business Support Materials to the Brand Affiliate due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by the Brand Affiliate, and the Brand Affiliate fails or neglects to collect the Products and/or Business Support Materials from NSMY within three (3) months from the date of purchase.THEN upon the expiry of the aforesaid period of three (3) months, the Brand Affiliate shall be deemed to have requested NSMY to buy back all of such undelivered/uncollected Products and/or Business Support Materials whereupon NSMY shall, without further reference, notice or account to the Brand Affiliate, buy back such Products and/or Business Support Materials and refund/pay to the Brand Affiliate the amount paid by the Brand Affiliate for such Products and/or Business Support Materials in accordance with Section 4.1 of Chapter 2 of NSMY's Policies and Procedures. If Bonuses have already been paid on such Products, then NSMY will recoup the Brand Affiliate's Bonuses as set forth in Section 6.9 of Chapter 2 of NSMY's Policies and Procedures.
10. To the extent permitted by applicable law and regulations, a different product refund policy may be adopted for special promotion package and discounted products.
11. For complete product exchange and refund policy, please refer to the Policies and Procedures, an electronic copy of which is posted on the website of NSMY.
12. In case of any inconsistency between the terms and conditions herein and the Policies and Procedures, the Policies and Procedures shall prevail.
13. For VitaMeal(s) purchased and donated under the Nourish the Children's Program ("NTC"), I agree that the VitaMeal(s) are not refundable and such purchases made under the NTC are not tax deductible in Malaysia.