

Privacy Policy

1 July 2018

A. Overview

Nu Skin Malaysia and its affiliates (“Nu Skin”) is aware of your concerns regarding how your information is collected, used and shared when you visit Nu Skin website, www.nuskin.com.my (“Web Site”) and access information on the Apps provided by Nu Skin (“Apps”). Nu Skin is committed to protecting the privacy of customers. This notice describes the privacy policy applicable to our Web Site and Apps (“Privacy Policy”). Although the Privacy Policy is explained in more detail below, it is important to note:

1. The personally identifiable information that you provide is considered confidential and except as otherwise explained below in Paragraph C, such information will not be provided to others.
2. All information sent to the Web Site, if in a Secure Sockets Layer (“SSL”) session with Nu Skin, is encrypted, protecting such information against disclosure to third parties as further explained below in Paragraph D.
3. Please note that this Privacy Policy applies only to Nu Skin’s Web Site and Apps and not the web sites or apps of other companies or organizations to which Nu Skin may provide links as further explained below in Paragraph H. By visiting, accessing, browsing or using the Web Site and Apps you agree to all the terms and conditions as prescribed in this Privacy Policy.

B. The information Nu Skin Collects

Information gathered through this Web Site and Apps may be referred to as either anonymous or personally identifiable information. Anonymous information refers to web site usage information that cannot be traced back to a specific individual, e.g., the total number of visitors to our Web Site (“General Information”). Personally identifiable information refers to a specific information about a customer, including but not limited to name, address, email address, telephone number and credit card information, etc. (“Personal Information”). Please note that it is your choice to share Personal Information via the Web Site and Apps. You may consider only sharing Personal Information with Nu Skin if you agree to our Privacy Policy.

1. General Information

Nu Skin may collect certain General Information via the Web Site and Apps automatically, including “site usage” information of all visitors. Such data is used only in the aggregate. General Information helps Nu Skin to determine general usage patterns and modify the Web Site and Apps in order to enhance user’s experience. This type of General Information may be shared with third parties any time.

Nu Skin may, at times, use a technology nicknamed “cookies” that tells Nu Skin how and when pages in our Web Site are visited, and by how many people. Cookies used by Nu Skin do not collect Personal Information and we do not combine information collected through cookies with other Personal Information to determine who you are or even what your email address is. We may also provide statistical General Information to Nu Skin affiliates as to how our customers use our Web Site. The Web Site may include content from other parties that may perform user activity tracking other than that

described herein. In particular, some of our third- party vendors may use “cookies” in ways that we do not.

2. Personal Information

There are times when Nu Skin may specifically ask for information about you when you sign up to use a service or when you order a product. Nu Skin may collect your Personal Information, including but not limited to your names, Internet address, billing address, type of computer, and credit card number etc., in order to provide that service or product to you. We may also use that Personal Information to let you know of product and service information about which you might be interested. You may choose whether to receive relevant promotional information of Nu Skin.

3. If you have chosen to pay for your purchases using a credit card not issued to you, you confirm that the holder to whom such credit card has been issued (the “Cardholder”) has consented to the use of his/her credit card in relation to your purchase. You also confirm that the Cardholder has agreed that Nu Skin may collect, use, disclose and process his/her Personal Information for the purpose of processing your purchase. You agree and undertake to comply with the “Personal Data Protection Act 2010 (“PDPA”)” with respect to the treatment of the Personal Information of the Cardholder and shall comply with such reasonable directives and/or requests of Nu Skin Malaysia for the purpose of complying with the “PDPA”.

C. Use and Disclosure of Information

1. How Nu Skin Uses the Information

You acknowledge and agree that Nu Skin has right to collect, use, disclose and process your Personal Information and General Information and any other information (collectively “Information”) that Nu Skin collects from you or about you through its Web Site and Apps. Except as otherwise prescribed herein, unless Nu Skin has your consent, or is required by law, Nu Skin will not share your Information with any third party.

2. Information Shared with A Third Party

Notwithstanding the above, Nu Skin may disclose your Information with a third party in the following circumstances:

- (1) An affiliate of Nu Skin
- (2) A third party in the event that Nu Skin sells all or part of its assets to such third party or merges with or is acquired by the third party;
- (3) A third- party vendor if it is necessary to provide you with a product or service that you have requested;
- (4) Nu Skin may disclose your Information to the third party If it is required by law or legal process, to respond to claims, or to protect the rights, property or safety of Nu Skin or others.

D. Security Procedures

Nu Skin operates security data network protected by industry standard firewall and password protection systems. Nu Skin also uses Secure Sockets Layer (“SSL”) technology to protect your Information during transmission. Only authorized individuals of Nu Skin, who must access the said Information in order to provided Nu Skin’s products, services and customer service to you, may access the Personal Information. Nu Skin takes reasonable steps to protect your Personal Information from loss, misuse,

unauthorised access or disclosure, alteration or destruction. It is important that you protect your user name and password and not share them with others. Certain information may be transmitted to you by electronic mail.

E. Governing Law

This Privacy Policy shall be governed, construed and interpreted in accordance with the laws of Malaysia. In the event of any dispute which may arise from or in relation to this Privacy Policy, you hereto agree to submit to the non-exclusive jurisdiction of the courts of Malaysia. Any part of the Privacy Policy be held unenforceable shall not affect the validity and enforceability of any remaining provisions of this Privacy Policy.

F. By signing up, registration and access to the Web Site and Apps, you understand and agree that Nu Skin will collect, use disclose and process your Personal Information including but not limited to your name, address, telephone number, email address, identity card number/passport number and date of birth in order to provide product and services and other relevant matters (including but not limited to product sales, management and promotion of relevant online services, accounting services and Apps services) of Nu Skin. You agree that Nu Skin may transfer your Personal Information and the Personal Information you provided to the third party in Malaysia and/ or outside of Malaysia for the purposes stated above. You have the right by law to request to access to or correction of your Personal Information. You understand if you fail to provide your Personal Information or the Personal Information you provided is inaccurate, Nu Skin will not be able to provide our product and services to you. You may contact Nu Skin Malaysia to make the above request by addressing to Lot 2.5.1, Level 2, PNB Perdana (Commercial Centre), No. 10, Jalan Binjai, 50450 Kuala Lumpur or by calling 603-2170 7700 . You also agree a reasonable handling fee shall be charged and payable by you for processing of your data access requests.

G. If you are a non-Malaysia user, you acknowledge and agree that we may collect and use your Personal Information and the Personal Information you provided and disclose it to the third party, as prescribed in “Information Shared with A Third Party” above, outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. Before you provide Personal Information, you acknowledge that you have read this Privacy Policy, understand its contents, agree to its terms and agree to the transfer of such Personal Information outside your resident jurisdiction. If you do not agree to the terms of this Privacy Policy, please do not use this Web Site or Apps.

H. Linked Internet Websites

This Web Site provides hyperlinks which are highlighted pictures or words, when clicked, you and your documents may be taken to other web sites which are not controlled by Nu Skin. Web sites of these hyperlinks may contain privacy terms that are different from those provided herein depending on different providers. Nu Skin is not responsible for the collection, use, or disclosure of information collected through these web sites or links, and Nu Skin expressly disclaims any or all liabilities in relation to the collection, use, or disclosure of the other web sites mentioned above.

I. Changes to Nu Skin’s Privacy Policy

Nu Skin reserves the right at any time to modify this Privacy Policy and to impose new or additional terms or conditions. If Nu Skin decides to change the Privacy Policy, it will post those changes on the Web Site or Apps. Any changes to this Privacy Policy will be considered effective immediately after which has been posted on the Web Site or Apps.