



NU SKIN®
DISCOVER THE BEST YOU™

WEB SITE USER AGREEMENT

LAST REVISED: NOVEMBER 2016



PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE.

1. Acceptance of Terms

THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY ACCESSING THE SITE, YOU INDICATE YOUR ACCEPTANCE TO BE BOUND BY AND THAT YOU HAVE TAKEN NOTE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT USE OR ACCESS THE SITE.

Nu Skin Enterprises Philippines, LLC. and its affiliated companies (collectively, “Nu Skin” or “we”, “us”, “our”) provides access to the Nu Skin web site, located at www.nuskin.com (the “Site”) subject to your acceptance of this Nu Skin Web Site User Agreement (“Agreement”). Nu Skin reserves the right to update or modify the Site from time to time. Revised terms and conditions of this Agreement will take effect on the date of the publication on this Site. It is your responsibility to review this Agreement periodically for any updates or changes. Your continued use of the Site after such changes have been posted will constitute your agreement to the modified Agreement and all of the changes.

By accessing, browsing, framing, using and/or linking to the Site, you become a User (defined herein in Section 2) and agree to be bound by the terms of this Agreement. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. In the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall take precedence, provided, however, that the Distributor Agreement will take precedence if you are a Nu Skin Distributor (“Distributor”). If you have any questions about this User Agreement, please contact Nu Skin by e-mail at 48hr_reply_phils@nuskin.com before using the Site. If you are a Distributor, you agree that your use of this Site is subject not only to this Agreement but also to the terms and conditions of your Distributor Agreement and Nu Skin’s Policies and Procedures in your home market.

2. Types of Users

Any person accessing, browsing, or otherwise using the Site, either manually or via an automated device or program, shall be deemed a “User” under this Agreement.

3. Privacy

We may collect a variety of information about you (“Personal Data”). By using the Site, you agree and consent to the use of your Personal Data for the purposes and in the manner as identified hereunder.

The types of Personal Data we may collect include but not limited to the following:

- (i) name and identification number;
- (ii) contact information (such as name, postal address, email address, telephone, mobile, facsimile and any other contact numbers);
- (iii) information regarding your date of birth and gender;
- (iv) credit card and debit card details;
- (v) distributor ID number (if you are a Distributor); and
- (vi) any information about you which you have provided to Nu Skin in registration forms, application forms or any other similar forms and/or any information about you.

Nu Skin may collect, use, disclose and process the Personal Data for business and activities purposes including, but not limited to the following:

- (i) create and manage your account;
- (ii) to respond to your questions, inquiries and feedbacks from you;
- (iii) to process refunds and/ or charges pursuant to the Agreement herein;
- (iv) to validate and/or process payments pursuant to the Agreement herein;
- (v) to facilitate or enable any checks as may be required pursuant to the Agreement herein;
- (vi) disclosure to related companies within the Nu Skin group of companies including directors, employees, agents and representatives thereof, for operational, management, administrative, supervisory or evaluative purposes; and
- (vii) investigating and/or reporting of any criminal offences, where required by law.

You may request us to cease using, collecting, disclosing or processing your Personal Data and request access to and correction of your Personal Data, and we will comply with your requests as soon as reasonably practicable after the request was made.

4. Security Procedures

Nu Skin operates secure data networks protected by industry standard encryption, firewalls and password protection systems. Nu Skin also encrypts connections with Transport Layer Security (“TLS”, the newest version of Secure Sockets Layer) software to protect your information during transmission. Only authorized individuals of Nu Skin, who must access said information in order to provide Nu Skin’s products, services and customer service to you, may access the Personal Data. Nu Skin makes no representations or warranties with regard to the sufficiency of these security measures. Nu Skin shall not be responsible for any actual or consequential damages that result from a lapse in compliance with these privacy provisions as a result of a security breach or a technical malfunction. It is important that you protect your user name and password and you should not share them with others.

5. Use of the Site

Your use of the Site is at your risk. You understand that Nu Skin cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

6. System Integrity

You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site including but not limited to unsolicited e-mail (i.e. "Spam").

7. RISK; INTERNET USE

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORISED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

NU SKIN ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE, FOR ANY INTERRUPTIONS OR ERRORS IN ACCESS TO THE SITE OR THE ACCURACY, TIMELINESS, COMPLETENESS, SECURITY OR RELIABILITY OF ANY COMMUNICATIONS (INCLUDING, BUT NOT LIMITED TO ANY TRANSACTIONS) MADE THROUGH OR IN CONNECTION WITH THE SITE.

8. NO WARRANTIES

NU SKIN MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY, CORRECTNESS, COMPLETENESS, RELIABILITY, OR OTHERWISE OF THE MATERIALS IN THIS WEBSITE. NU SKIN SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE SITE WHETHER NU SKIN IS AWARE OF SUCH ERRORS OR OMISSIONS OR NOT. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NU SKIN DOES NOT MAKE ANY EXPRESS OR IMPLIED

WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, THE SITE CONTENT, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, UNLESS SPECIFICALLY STATED ON THE SITE FOR A PARTICULAR PRODUCT OR SERVICE AND NUSKIN SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY, INDIRECTLY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY LOSS OF BUSINESS, INTEREST, GOODWILL, REVENUE OR PROFIT, OR LOSS OR CORRUPTION OF DATA, ARISING OUT OF YOUR ACCESS TO, OR USE OF, OR INABILITY TO USE OR ACCESS, THE SITE. NU SKIN DOES NOT WARRANT THAT THE SITE OR SERVICES WILL MEET USER REQUIREMENTS, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. System Outages

Nu Skin periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. Nu Skin shall have no liability whatsoever for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, non-delivery of information caused by such system outages, or any third-party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

10. Indemnification

You agree to indemnify, defend and hold Nu Skin and its parent company, affiliates, subsidiaries officers, directors, employees and agents harmless from and against any and all claims, demands, actions, proceedings, costs, expenses, liabilities, losses and damages of any kind (including actual legal fees) suffered by Nu Skin as a result of or in connection with any (i) negligent act or omission, (ii) use, misuse or abuse of the Site, (iii) use or purchase of services or goods provided through the Site, or (iv) breach of any provision of this Agreement, by you or anyone using your user details. You will cooperate as fully as reasonably required in Nu Skin's defence of any claim. Nu Skin reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the express written consent of Nu Skin.

11. Intellectual Property

The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the “Content”) is the property of Nu Skin and/or its affiliates or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the Site solely for your personal non-commercial use or your non-commercial use within your organisation or as otherwise permitted. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of Nu Skin. You may not, and this Agreement does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, licence or create derivative works with respect to the Site. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Site or the Content. Any rights not expressly granted by this Agreement or any applicable end-user licence agreements are reserved by Nu Skin.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any licence or right under any patent or trademark of Nu Skin or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or rights under any Nu Skin copyright.

12. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, NEITHER NU SKIN OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITE (II) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE OR SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE

SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT, SHALL NU SKIN'S TOTAL CUMMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID, IF ANY TO NU SKIN FOR THE USE OF THE SITE BY YOU, OR US\$50. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF NU SKIN, OUR PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

13. Your Account Obligations

In consideration of your use of the Site you agree to: (i) provide true, accurate, and current and complete information about yourself or your organisation as prompted by the Site (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Site and future access to the Site. You are responsible for maintaining the confidentiality of your password and account number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorised use of your password or any other breach of security. Nu Skin shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

14. Purchases and Product Pricing

All billing and other information submitted to the Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of this Agreement, and, if you are a Distributor, may also be a breach of your Distributor Agreement. By completing the checkout process, you agree to accept and to pay for the product(s) or service(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.

Products displayed may be out of stock or discontinued, and prices are subject to change. We are not responsible for typographical errors regarding price or any other matter. Nu Skin attempts to be accurate in all product descriptions. Nevertheless, to the extent permitted by law, Nu Skin does not warrant that any product description or other content on the Site is accurate, complete, reliable, current, or error free. If you find a product is not as described your sole remedy is to return it pursuant to Nu Skin's refund policy. To the extent permitted by applicable laws, Nu Skin reserves the right, with or without prior notice, (i) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (ii) change a product description, (iii) limit the availability of any product or service, or (iv) refuse to provide any User or customer with any services.

15. No Endorsement of Content and Links to Other Web Sites

Any links to other sites are provided as merely a convenience to the Users of this Site. This Site may provide links or references to other sites but Nu Skin has not reviewed all of these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from any such content. Nu Skin does not endorse or make any representations about these sites, or any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of these other sites linked to this Site, you do so entirely at your own risk.

16. Linking and Framing the Site

Unless a User has a written agreement in effect with Nu Skin that states otherwise, a User may only provide a hyperlink to the Site on another web site if the User complies with all of the following: (a) the link must be a text-only link clearly marked "Nu Skin" or the link must "point" to the URL "www.nuskin.com.ph" and not to other pages within the Site; (c) the link, when activated by a User, must display the Site full-screen and not within a "frame" on the linking web site; and (d) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the Nu Skin name and trademarks or create the false appearance Nu Skin is associated with, or a sponsor of, the linking web site. By providing this consent, Nu Skin is not foregoing its ownership or rights in any trademarks, copyrights, patents or any other forms of intellectual property associated with the Site. Nu Skin reserves the right to revoke its consent to any link at any time in its sole discretion.

17. Governing Law

This Agreement and access to the Site shall be governed by and construed in accordance with the laws of the Philippines. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder which will continue in full force and effect.

18. Choice of Forum

You hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the laws of the Philippines for any litigation arising out of or relating to these terms and conditions and the use of the Site or purchases of goods / services made through the Site. Notwithstanding the foregoing, IF YOU ARE A NU SKIN DISTRIBUTOR, YOU ARE SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS OF YOUR DISTRIBUTOR AGREEMENT.

19. International Users

You may not use the Site in violation of any Philippines laws or regulations. Nu Skin makes no claims that the Content is appropriate or may be downloaded outside of the Philippines. Access to the Content may not be legal in certain countries or for certain persons. If you access the Site from outside of the Philippines, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction, notwithstanding sections 17 and 18 above.

20. User Feedback

Should any User respond to Nu Skin with information including feedback, such as questions, requests, opinions, comments, suggestions, or the like regarding the content of any Nu Skin document, the Site, or Nu Skin services, such information shall be deemed to be non-confidential and Nu Skin shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Nu Skin shall be free to use any ideas, concepts, know how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

21. Acceptable and Lawful Use of the Site

Any information provided to Nu Skin in connection with use of the Site: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libellous, unlawfully threatening or harassing; and (f) shall not create liability for Nu Skin or cause us to lose

the services of our Internet service providers or other suppliers. The sender of any communications to this Site or otherwise to Nu Skin shall be responsible for the content and information contained therein, including its truthfulness and accuracy. This Site is provided as a service to its visitors. Nu Skin reserves the right to delete, modify or supplement the Content of this Site at any time for any reason without notification to anyone.

22. Severability

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

23. Headings

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

24. No Waiver

Any delay or failure by you or Nu Skin, at any time or times, to require performance of any provision hereof shall in no manner affect your or Nu Skin's right at a later time to enforce such provision. No delay or failure of you or Nu Skin in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

25. Entire Agreement, Updates and Modifications

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between Nu Skin and you pertaining to the subject matter hereof. In its sole discretion, Nu Skin may amend or modify this Agreement or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions. If you have any questions about this Agreement, contact us at +632-8NU SKIN (+632-868 7546)

26. Assignment

You may not assign or otherwise transfer your rights or delegate your responsibilities hereunder without the express written permission of Nu Skin. Nu Skin may, at any time, assign its rights and obligations hereunder, without notice to you.

27. Third Party Beneficiary Rights

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

28. Termination

Nu Skin may immediately issue a warning, suspend or terminate your access to the Site or for breach of this Agreement (or any other agreement or policy incorporated by reference herein), or if we are unable to verify or authenticate any information you provide to us, or for any other reason in our discretion. You may terminate your account by contacting us at +632-8NU SKIN (+632-868 7546)

29. Policy Regarding Copyright Infringement

You may not use the Site in violation of any copyright and trade mark laws of the Philippines. If you believe that your work has been used on our Site in any manner that constitutes copyright infringement under laws of the Philippines, please notify Nu Skin's copyright agent at the address below.

NU SKIN COPYRIGHT NOTICE

Nu Skin and its affiliates and subsidiaries (“Nu Skin”) respect the intellectual property rights of others and requires those who visit our Site to do the same. Nu Skin may, in appropriate circumstances and at its discretion, remove or disable access to material on its Site that infringes upon the copyright rights of others. Nu Skin also may, at its discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

If you believe that your work has been used on our Site in any manner that constitutes copyright infringement, please notify Nu Skin’s copyright agent by written notice. The notice should include the following information:

- An electronic or physical signature of a person authorised to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- Identification of the location on our Site of the material you claim has been infringed, or the link or reference to another web site that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorised by the copyright owner, the agent of the copyright owner or the law; and
- A statutory declaration signed by you, that the information in this notification is accurate and that you are the copyright owner of the material allegedly infringed or authorised to act on the copyright owner’s behalf.

For notice of claims of copyright infringement on this Site, please contact Nu Skin by e-mail at 48hr_reply_phils@nuskin.com

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