

Terms and Conditions

ADR AGREEMENT—ADDITIONAL TERMS AND CONDITIONS

You may sign up for the ADR Program by telephone, online, or by signing a hard copy of the ADR Agreement and submitting it to the Company. If you sign up by telephone you are still required to submit a hard copy of the ADR Agreement to the Company or agree to the terms and conditions online. If not, your ADR account will be suspended.

Please note that the online ADR Agreement contains all the terms and conditions of your agreement with the Company. All the terms and conditions would not fit on the back of the hard copy of the ADR Agreement without using a font that would be difficult to read. Therefore, the hard copy of the ADR Agreement refers you to this web page where additional terms and conditions are described.

Both the terms and conditions on the back of the hard copy of the ADR Agreement and this web page comprise your entire agreement with Company. To view the terms and conditions found on the back of the ADR Agreement, please [click here](#).

The following terms and conditions are referenced in Section 3 of the terms and conditions on the back page of the ADR Agreement, are a part of the ADR Agreement, and together, comprise your agreement with the Company.

A. ADR Points—Purchases, Deletion, and Returns

1. My monthly ADR orders may earn product points that can be redeemed for product. Product points vary and are earned at the rate of 10% to 30% of the ADR order value before taxes. I may earn no more than 75 products points per month. If I place an order using only product points, or combine a regular product order of less than 50 Personal Sales Volume (PSV) and product points, then I will pay regular shipping rates; if I place a regular order of 50 PSV or more combined with product points, then I will receive a reduced shipping rate. The shipping rates are set forth below.

2. If I do not use any of my product points for a period of twenty-four (24) months, then any balance of product points will be automatically deleted (“Deletion”). I understand and agree that if I notify the Company within 60 days of the Deletion and request reinstatement of the deleted product points, then the deleted product points will be reinstated, provided, however, that any of the reinstated product points that are not redeemed within six months following reinstatement will expire and not be subject to reinstatement.

3. There are no returns allowed on products purchased with ADR Program points and that no personal sales volume or group sales volume is earned on products purchased with ADR Program points. Applicable sales tax will apply to the redemption of ADR Program points and that the value of the redemption will be treated as income to me and appear on my 1099 form in the United States (outside of the United States it will appear on the appropriate income form). If any products from a qualifying

purchase are returned, the balance of the qualifying amount for the month in which products are returned must be repurchased in order to remain qualified and receive ADR Program points.

4. Refunds. As a customer, I will receive (a) a 100% refund on any product ordered under the ADR Program if I notify the Company within 30 days of the date of the product order, or any period specified by the law of the state where I reside for such refunds, whichever is longer; and (b) a 90% refund of the price paid at the time of your order on unopened products in reasonably good condition returned within 12 months from order date. If I am a Distributor, I will receive a 90% refund of the price paid at the time of your order on unopened products in reasonably good condition returned within 12 months from order date

B. Shipping and Shipping Rates

1. Shipping Address. My shipping address must be in the same country as the Company from whom I have ordered the products. For example, if the Company is in the United States, then the shipping address I have provided must be in the United States.

2. Shipping Rates

Shipping Costs for Wholesale Orders (Economy = 5 to 10 business days)			
Wholesale \$ Amount	Continental 48 states (Standard)	ADR (Standard)	Web Order (Standard)
\$.01 - \$49.99	\$10.00	\$6.00	\$6.00
\$50.00 - \$119.99	\$12.00	\$6.00	\$6.00
\$120.00 - \$499.99	\$16.00	\$6.00	\$6.00
\$500 +	Free	Free	Free

Shipping Costs for Wholesale orders: AK, HI, APO Pacific, APO/FPO, Guam, Puerto Rico, Virgin Islands (Economy = 5 to 10 business days)				
Wholesale \$ Amount	AK, HI (Mail)	APO Pacific (Mail)	APO/FPO (6-7 bus. days) (Mail)	Guam, Puerto Rico, Virgin Islands (Mail)
\$.01 - \$29.99	\$14.00	\$11.00	\$10.00	\$11.00
\$30.00 - \$79.99	\$16.00	\$13.00	\$12.00	\$13.00
\$80.00 - \$149.99	\$18.00	\$15.00	\$14.00	\$15.00
\$150.00 - \$249.99	\$21.00	\$19.00	\$22.00	\$19.00
\$250.00 - \$499.99	\$29.00	\$26.00	\$26.00	\$26.00
\$500 +	Free	Free	Free	Free

Shipping Cost For Retail Orders (Economy = 5 to 10 business days)					Shipping Surcharge For g3 Bottles (In addition to regular shipping charges)	
Retail Order \$	48 States (Standard)	ADR (Standard)	Web Orders (Standard)	AK, HI (USPS)	g3 Bottles	Surcharge
\$.01 - \$39.99	\$9.00	\$6.00	\$6.00	\$14.00	2pk – 4pk	\$2.50
\$40.00 - \$103.99	\$13.00	\$6.00	\$6.00	\$16.00	6pk – 12pk	\$5.00
\$104.00 - \$194.99	\$15.00	\$6.00	\$6.00	\$18.00		
\$195.00 - \$324.99	\$17.00	\$6.00	\$6.00	\$21.00		
\$325.00 - \$649.99	\$19.00	\$6.00	\$6.00	\$29.00		
\$650.00 +	Free	Free	Free	Free		

C. Customer Restrictions.

1. As a customer, I cannot (a) sell the products I have purchased—they are for personal consumption only; or (b) sponsor other Distributors or other retail customers.
2. As a customer, my account is permanently linked to the Distributor who referred me to the ADR Program unless (a) I have no activity on my account for a period of two consecutive months, at which time I may sign up as a customer under a different Distributor, or (b) I sign up as a Distributor under a different sponsor.

D. Pharmanex LifePak® Guarantee

Subject to the following terms and conditions, the Company guarantees that if (a) I select LifePak® as my monthly product under the ADR Program for a minimum of two months, and (b) my antioxidant score does not improve after taking LifePak® twice per day for 60 days, then the Company will refund my money:

1. The guarantee applies to LifePak®, LifePak Prime®, and LifePak Women®, LifePak Nano & Jungamals SCS ONLY.
2. I must receive my initial scan before I begin taking LifePak®, LifePak Prime®, LifePak Women®, LifePak Nano or Jungamals SCS. This guarantee does not apply if I have taken LifePak®, LifePak Prime®, and LifePak Women®, LifePak Nano or Jungamals SCS within the past three months of my initial scan, and is applicable when no material lifestyle changes have been made to decrease my antioxidant intake or increase free radical exposure as compared to my baseline measurement.
3. I must establish a monthly LifePak®, LifePak Prime®, LifePak Women®, LifePak Nano or Jungamals SCS auto-delivery under the ADR Program before, during, or no later than seven days following your initial scan.

4. I must begin taking two packets of LifePak[®], LifePak Prime[®], LifePak Women[®], LifePak Nano or Jungamals SCS per day upon receipt of the product following my initial scan and for a total of 60 days before my subsequent scan.
5. Approximately 60 days following my initial scan I will receive a complimentary scan certificate. No sooner than 60 days from my starting date, and no later than 70 days, I must redeem that certificate by presenting it to a certified scan operator (most likely the operator that initially scanned me).
6. If I meet the above criteria and my score has not increased from the time I was initially scanned and began taking LifePak[®] (for a consecutive 60 day period), I may submit a written request for a total refund of the purchase price of LifePak[®], LifePak Prime[®], and LifePak Women[®], LifePak Nano or Jungamals SCS (less shipping costs). My money will be refunded within two to four weeks from receipt of your written request. All requests must be mailed to: Attention Pharmanex LifePak[®] Guarantee, 75 West Center Street, Provo, UT, 94601.

E. Indemnity and Limitation of Liability Agreement; Arbitration Agreement

This Indemnity and Limitation of Liability Agreement is between Nu Skin International, Inc. (“NSI”), the Company, and me.

1. Indemnity

I will indemnify and hold NSI, the Company, and their affiliated companies, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney’s fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Nu Skin business (if I am a Distributor), including without limitation, breach of representations and warranties, material breach of the ADR Agreement and ADR Program and other agreements between the parties, or any other claims or causes of action.

2. Limitation of Liability

I agree that NSI, the Company, and their affiliated companies will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the ADR Agreement and ADR Program, or other agreements between the parties. I agree that the entire liability of NSI, the Company, and their affiliated companies for any claim whatsoever related to my relationship with NSI, the Company, and their affiliated companies, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of products that I have purchased from the Company, and its affiliated companies under the ADR Agreement and ADR Program or other agreements.

3. Alternative Dispute Resolution

I agree to resolve all disputes with NSI, the Company, and their affiliated companies or with other through NSI's alternative dispute resolution policy. This Arbitration Agreement is between NSI, the Company, and me.

THIS ADR AGREEMENT IS SUBJECT TO A MEDIATION AND ARBITRATION POLICY. UTAH SHALL BE THE EXCLUSIVE VENUE FOR MEDIATION, ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS ADR AGREEMENT. The place of origin of this ADR Agreement is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes and actions arising under or related to this ADR Agreement, or to enforce this ADR Agreement, or any other claim (whether based in contract, tort, statute, law or equity), including the validity of the arbitration provision, place of venue, and jurisdiction, shall be in Salt Lake County, Utah. The Parties consent to the personal jurisdiction of said courts within the State of Utah and waive any objection to improper venue. The Mediation and Arbitration Policy is found at http://www.nuskin.com/global/library/pdf/nse_arbitrationmediation.pdf

F. Country Specific Terms and Conditions

Australia/New Zealand

1. The Company reserves the right: (a) To the maximum extent permitted by law, except as otherwise provided by the Company, all representations, and warranties in relation to the ADR Program and customers, and the products sold pursuant to the ADR Program, are expressly excluded, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, provided that if I am a consumer under the Consumer Guarantees Act of 1993 or other relevant consumer related legislation, and are not acquiring any products under this program for personal consumption only and not for business purposes, then nothing in this ADR Agreement will affect your rights under that Act, and (b) To the maximum extent permitted by law, except as otherwise provided by the Company, the Company, and its affiliated companies disclaim all liability arising out of or in connection with my participation in the ADR Program as a customer, and the products offered for sale through this program.