

TERMS & CONDITIONS

1. **INDEPENDENT STATUS** - Affiliates are not employees, agents, partners, joint ventures or representatives of Nature's Sunshine Products, Inc. ("NSP"). The Affiliate understands that no employment insurance, social insurance, workers compensation or income tax source deductions will be made or are required to be made by NSP on his or her behalf. Affiliates are not entitled to claim unemployment or worker's compensation as a result of having been or being an Affiliate. No Affiliate is authorized to act on behalf of, or to legally bind NSP.
2. **GOVERNING LAW AND FORUM** - This Agreement shall be governed by the laws of the State of Utah, without giving effect to principles of conflicts of law. The Affiliate and NSP agree to the exclusive jurisdiction of state and federal courts located in the State of Utah.
3. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between the Affiliate and NSP and will be deemed to merge and supersede all prior and contemporaneous agreements, communications, and understandings both written and oral. If any provision of the Agreement is found to be unenforceable or invalid, all other provisions and clauses shall remain in full force and effect.
4. **AMENDMENT** - All Affiliates will be bound by any revisions or amendments to this Agreement upon notification of the revisions or amendments through any NSP official channel of communication effective thirty (30) days after posting such notice (except where a longer period is required by law, in which case such longer period will apply). Official channels of communication include, but are not limited to, postings of this Agreement to the NSP website; by email to the email address on file; announcements in any NSP official newsletter; or by mail sent to the address on file.
5. **ACCOUNT STATUS** - The Affiliate's account will remain in active status within 90 days of a personal purchase or a new referral. After that period of 90 days, the Affiliate's account will be changed to an inactive status and the Affiliate will no longer receive payments or product credit until the account is reactivated again with a new personal order or a new referral. The account may be reactivated again within 18 months of it becoming inactive. When an account is reactivated, the Affiliate may be eligible again to receive payments or product credit. Payments or product credit may be earned only for future activity after reactivation, and no payments or product credit that would have been earned during an inactive period will be paid.
6. **ACCOUNT TERMINATION** - The Affiliate hereby acknowledges and agrees that this Agreement may be terminated by either party without reason or cause, upon giving written notice to the other party of the termination. NSP reserves the right to terminate this Agreement immediately if the Affiliate is in breach of this Agreement. Such breach shall constitute cause.
7. **TAXES** - NSP is not responsible for any tax or other withholdings for the Affiliate. Each Affiliate must promptly file all returns and reports required by taxing authorities and pay all taxes arising from or related to activities as an Affiliate.
8. **CHANGE OF SHARER** - An Affiliate may change their Sharer (the person who referred them to NSP) only after 60 days since the last activity on their account (personal order or new referral). Once this period has passed, an Affiliate may sign up again with a new account under the new desired Sharer. NOTE: People who are registered under the Affiliate's original account will not be transferred to the Affiliate's new account.
9. **ENDORSEMENT POLICY** - If the Affiliate endorses NSP products through social media, the Affiliate's endorsement message should make it clear that the Affiliate has a relationship ("material connection") with NSP. A "material connection" to NSP includes a financial relationship – such as NSP paying the Affiliate or giving the Affiliate free or discounted products or services. As an influencer, it is the Affiliate's responsibility to make these disclosures, to be familiar with the FTC's Endorsement Guides (see <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>), and to comply with the applicable laws regarding false, deceptive, or misleading advertisements. The Affiliate should not rely on others to do it for them. NSP retains the right to demand that an Affiliate revise, take down, or cease the use of any advertising materials related to NSP if, in the judgment of NSP, such materials violate the law, NSP's rights or the rights of any third party. Any failure to do so shall constitute a breach of this Agreement.
10. **RETURN POLICY** - NSP product quality is guaranteed. If, after purchasing an NSP product an Affiliate determines it to be unsatisfactory, the Affiliate should return such products to NSP for replacement, credit or a full refund. This guarantee applies only to NSP products that have not been misused, intentionally damaged, or discontinued, are outdated, or have not been purchased from an unauthorized seller, who is not subject to NSP's quality control standards. Customer satisfaction is NSP's goal. If, for any reason, an Affiliate is not 100% satisfied with an NSP product, the Affiliate should return it to NSP within 90 days of the date of purchase from NSP for a refund or replacement where credit from NSP will be calculated at 100% of the price paid at purchase, as per NSP's Product Return Procedures in this Section 10.

Product Return Procedures - All returns must be authorized in advance by the Customer Service Department. Please call 1-800-223-8225 to set up a return. All order numbers should be clearly marked on the outside of any package that is returned to NSP. Boxes returned to NSP without a visible order number will not qualify for a refund and cannot be returned to the sender. Order numbers are the Affiliate's proof of purchase and give the Affiliate the potential right to return products. Affiliates should keep all invoices for reference for at least a year, since the original order numbers are required for all returns. Overstocked or obsolete products cannot be returned for credit. Seasonal, discontinued or special promotional products are not returnable. If NSP receives a return that has not been authorized, the products will be discarded and no credit will be given. Authorized returns must be sent to the Utah warehouse only at the below address:

Nature's Sunshine Products
ATTN: Returns
1655 N. Main St.
Spanish Fork, UT 84660
11. **COMPLIANCE WITH LAW** - The Affiliate will abide by any and all federal, state and local laws, rules and regulations pertaining to this Agreement and the acquisition, receipt, storing, selling, distributing, sharing, or advertising of NSP or NSP products.
 - NSP Products are sold as cosmetics, food, and dietary supplements only. No NSP product is sold for direct or indirect use in the prevention, cure, treatment, or mitigation of disease. Personal care products are for topical use only as may be indicated on the product labeling.
 - Only licensed medical doctors may diagnose or prescribe treatment for disease. AFFILIATES AGREE NOT TO DIAGNOSE A DISEASE OR "PRESCRIBE" ANY NSP PRODUCTS. Affiliates agree not to ever recommend to anyone that he or she discontinue the services, recommendations or medications of any doctor or other healthcare professional.
 - Affiliates must not make inappropriate, false, deceptive or misleading claims or other misrepresentations regarding NSP products, services, financial rewards or advantages, payments, or product credits.
12. **PAYMENT PREFERENCE** - By signing this Agreement, the Affiliate is eligible to receive payment pursuant to the terms of the Customer/Affiliate Sharing Plan posted on the NSP website through one of the following methods:
 - Product Credit
 - Pay QuickerNOTE: A payment preference change cannot be applied retroactively and will only be applicable to future activity.
13. **PRIVACY** - Nature's Sunshine collects, uses and shares personally identifiable information ("PII") as set forth in the NSP Privacy Statement at <https://www.naturesunshine.com/us/general/privacystatement/>. NSP does so to fulfill its obligations under this Agreement and for the other purposes described in the Privacy statement. Each Affiliate is responsible for complying with the NSP Privacy Statement, which sets forth the Affiliate's obligations toward PII in the course of his or her affiliation with NSP.