



# New Zealand Terms and Conditions

## 1. ACCEPTANCE OF TERMS

This User Agreement (the “Agreement”) specifies the Terms and Conditions for access to and use of the Nerium International™ website (the “Site”). This Agreement may be modified at any time by Nerium International upon posting of the modified agreement. Any such modifications shall be effective immediately. The website is provided by Nerium International, LLC; Nerium Canada, Ltd.; and Nerium EU Consultants, Ltd. (“Nerium International”). By using this website and related services (“Site”), you are deemed to have read and agreed to be legally bound by the following Terms and Conditions (“Terms”) of this Agreement. When using any other Nerium International services, you are subject to any published guidelines or rules that may apply to such services. All such guidelines and rules applicable to such services are hereby incorporated by reference in the Terms. If you have any questions about the Agreement, you may contact us at [nzsupport@nerium.com](mailto:nzsupport@nerium.com).

## 2. DESCRIPTION OF SERVICE

Nerium International provides its Brand Partners and Customers with a personal, customisable website that enables its Brand Partners and Customers to sell Nerium International products and services or refer other Customers to Nerium International to purchase Nerium International products or services. Nerium International’s Brand Partners may use their personalised website to introduce others to the Nerium International Brand Partner opportunity. Additionally, Nerium International provides its Brand Partners and Customers with a web-based Business Centre/Personal Account Centre. This provides the Brand Partners and Customers with access to personal information such as their passwords, Auto-Delivery Order product and payment information, and Customer and Brand Partner team information. This account centre also provides access to the Nerium Store, which sells print, apparel and promotional products, as well as sales tools, through its website. Unless specifically stated otherwise, any new features that enhance or modify the current service shall also be subject to these Terms. Each use of this service by you shall constitute and is deemed to be your unconditional acceptance of this Agreement.

## 3. USER ACCOUNT, PASSWORD, SECURITY AND TERMINATION

Brand Partners and Preferred Customers will log in using their existing Username and Password that is stored and managed in the Brand Partner’s Business Centre or Customer’s Personal Account at the [nerium.com](http://nerium.com) website. Retail customers registering directly on the [nerium.com](http://nerium.com) website will receive a password and account designation upon completing the Site’s registration process. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Nerium International of any unauthorised use of your password or account or any other breach of security and (b) ensure that you exit from your account at the end of each session. Nerium International cannot and will not be liable for any loss or damage arising from your failure to comply with Section 3.

You agree that Nerium International, at its sole discretion, may terminate your password, account (or any part thereof) or use of the Site, and remove and discard any content you may have contributed to the Site, at any time for any reason. Nerium International may also, at its sole discretion and at any time, discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Nerium International may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files of the Site. Further, you agree that Nerium International shall not be liable to you or any third party for any termination of your access to the Site. Should you object to any terms and conditions of the Agreement or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue your use of the Site and/or terminate your account.

## 4. PRIVACY POLICY

Your privacy is very important to Nerium International. Users of this Site should refer to our Privacy Policy for information about how Nerium International collects and uses personal information. By accepting this Agreement, you expressly consent to the disclosure and use of your personal information by Nerium International (including using email to communicate with you) as described in the Privacy Policy.

## 5. USE OF CONTENT/USER DRIVE CONTENT

Nerium International grants permission to access and view the Site and to electronically copy and print in hard copy portions of the Site for the sole purpose of doing business as a Brand Partner. Any other use of the Site or the content, in whole or in part, without permission of the applicable rights holder is strictly prohibited, including without limitation: modification, re-publication, deletion, transmission, public performance, distribution, proxy caching, uploading, posting, reproduction for purposes other than those noted above or other similar unauthorised exploitation of the Site or the content. If you violate any of the above, you could be subject to criminal prosecution as well as personal liability for damages in a civil suit. Nerium International will protect its interests to the fullest extent of the law.

You acknowledge that Nerium International does not pre-screen print-on-demand submitted content, but that Nerium International and its designees shall have the right (but not the obligation) at their sole discretion to reject or remove any content that is available via the Site. Upon placing your order, you acknowledge that Nerium International may review your order, and the content it contains, for adherence to our guidelines and compliance with the terms and conditions set forth in this Agreement. Without limiting the foregoing, Nerium International and its designees reserve the right to remove any content that violates the Agreement or is otherwise objectionable to Nerium International. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by or submitted to Nerium International. You acknowledge and agree that you are responsible for the creation and compilation of your print-on-demand content and that neither Nerium International nor any other party involved with the production of any product incorporating such content, assumes that responsibility. Nerium International's production of any product depicting your print-on-demand content does not indicate that Nerium International approves of the content, that the content obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the content.

You acknowledge and agree that Nerium International may preserve the content and may also disclose the content if required to do so by law or in the good faith and belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Nerium International, its users and the public.

You understand that the technical processing and operation of the Site, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of network connections or devices.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account. Nerium International takes no responsibility and assumes no liability for any content uploaded or otherwise transmitted by or to you or by or to any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter. Nerium International reserves the right but not the obligation to remove any materials it deems objectionable. You hereby agree to waive any claims against Nerium International and its affiliates, owners, officers, contractors, agents and employees for losses, damages and injuries that are based on or relate to communications or materials made available to the Site or posted on the Site by persons other than Nerium International or its Brand Partners. You hereby agree to indemnify Nerium International and its affiliates from all claims and expenses, including reasonable attorneys' fees, which claims are based on or arise from your violation of any of the provisions of this User Agreement.

You acknowledge and agree that you will use this Site and any products ordered on this Site at all times in accordance with all applicable federal, state/provincial/territorial and local laws, statutes, regulations, ordinances and international laws and will not take any action that harms or violates the rights of any person or entity.

## 6. RESTRICTIONS OF USE OF SITE

### a. Proprietary Rights.

The Site contains information, text, data, photographic images, designs, logos, graphics and other materials and effects that are protected by copyrights, trademarks, service marks, trade dress or other intellectual or proprietary rights owned by Nerium International, its affiliates, or other third parties. You agree that these rights belong to their respective owners and are protected in all forms, media and technologies existing now or hereinafter developed. The Nerium International logo and web/product service names are also likewise protected. You may not use or distribute any content received through the Site without the authorisation of the content owner, except for uses permitted by law. You agree not to publish, reproduce, copy (in whole or in part), upload, download, post, email, sell or otherwise distribute content available through the Site, including code and software, in violation of applicable copyright and other intellectual property laws. You agree not to use, display or "mirror" any of the content on this Site in any manner without first obtaining written permission from the owner of the intellectual property and Nerium International.

### b. Intellectual Property.

You retain all ownership rights to your content. However, by submitting content to Nerium International, you grant Nerium International a perpetual, worldwide, non-exclusive license to use, reproduce, distribute and display your content in accordance with our non-exclusive license agreement.

You acknowledge and agree that the Site and any software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site or the Software, in whole or in part.

The intellectual property rights in or relating to the content of any notes, messages, emails, postings, letters, ideas, suggestions, concepts or other written materials that you submit or communicate to Nerium International (excluding the content which is not intellectual property) will automatically be deemed to be assigned, granted and transferred by you to Nerium International upon their submission or communication to Nerium International, and you agree that the same will automatically become the property of Nerium International and that Nerium International shall be entitled to use, exploit, copy, publish, implement, transfer and in all other ways deal with such materials and all of the intellectual property rights therein in any way and for any purpose Nerium International may elect, forever.

### c. Online Conduct.

By using this Site, you agree to be subject to all applicable local, state/provincial/territorial, federal and international laws. You agree not to use this Site or any of the contents contained herein for any illegal purpose nor to transmit to or through this Site any material that is illegal, harmful, threatening, defamatory, obscene, hateful or otherwise objectionable, or to interfere with, abuse or otherwise violate the legal rights of any third party using the Site (including by using any products, merchandise or the services offered on or in connection with the Site). You specifically agree not to:

1. Upload, download, post, email or otherwise transmit any materials, including but not limited to text, data, photos, graphics or any of these elements in combination as a design for products available on this Site or otherwise ("Content") that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, inflammatory, libelous, tortuous, hateful or invasive of another's privacy (including but not limited to rights of celebrity, privacy and intellectual property), or racially, ethnically or otherwise deemed objectionable at Nerium International's sole discretion.
2. Harm minors in any way. The Nerium International website is not designed for or targeted at children. We do not knowingly collect, use or disseminate any personally identifiable information from children under the age of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Nerium International website, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if when contacted a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Nerium International will provide a description of the specific types of personal information collected from a child who is under the age of 18.
3. Impersonate any person, entity, corporation or government or falsely state your association with said person or entity.
4. Disguise the origin of any content transmitted through the service.
5. Upload, post, email or otherwise transmit any content that:
  - a. You do not have the right to transmit under any law or any contractual or fiduciary relationships.
  - b. Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. By uploading or downloading any content, you represent and warrant that you have the lawful right to reproduce and distribute such content and that the content complies with all applicable local/state/provincial/territorial, federal and international laws, regulations and ordinances.
  - c. Would constitute or encourage a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state/provincial/territorial, national or international law.
  - d. Is unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters or any other form of solicitation.
  - e. Contains software viruses or any other computer code, files or programs designed to interrupt, interfere with, destroy or limit the functionality or service of any computer software or hardware, servers, networks or telecommunications equipment.
6. Act in any way that would negatively affect other users' ability to engage in real-time exchanges.
7. Access, tamper with or use non-public areas of the Site. Unauthorised individuals attempting to access these areas of the Site may be subject to prosecution.
8. Frame or link to the Site except as permitted in writing by Nerium International.

## 7. COPYRIGHT AND TRADEMARK POLICY

Nerium International respects the intellectual property rights of others. We ask our users to do the same. Nerium International may terminate the accounts of users who appear to infringe the copyright or other intellectual property rights of others.

## 8. WARRANTY OF OWNERSHIP AND NON-INFRINGEMENT

You represent and warrant that you are the owner of the content that you submit and that the content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others. You also represent that there are no outstanding disputes in connection with the property rights, intellectual property rights or other rights in the content or any parts of the content.

## 9. DISCLAIMER AND LIMITATION OF LIABILITY

This Site and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Nerium International is a distributor and not a publisher of the content supplied by third parties and users of the Site; as such Nerium International exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Site. Without limiting the foregoing, Nerium International specifically disclaims all warranties and representations as the publisher of any content transmitted on or in connection with the Site or on Sites that may appear as links on the Site or as the manufacturer of the products provided as a part of, or otherwise in connection with, the Site, including without limitation, any warranties of merchantability, fitness for a particular purpose, or noninfringement of third-party rights. No oral advice or written information given by Nerium International or by any of its affiliates, employees, officers, directors, agents or the like shall create a warranty. Price and availability of information is subject to change without advance notice.

Your use of the Site and its contents is at your own risk. Neither Nerium International nor any of its affiliates or other parties involved in creating and delivering the Site, or the service, or any products provided as a part of, or otherwise in connection with, the Site will be liable for any compensatory, direct, indirect or consequential damages; loss of data, income or profit; loss of or damage to property; or any claims of third parties arising from use of the Site, regardless of the legal theory on which the claim is based, and even if advised of the possibility of such damages, including without limitation any damages arising out of

reliance by the user on information obtained from Nerium International or the Site, or for damages that result from any mistake, omission, virus, delay in operation, interruption in service or failure of performance, whether or not resulting from an act of God, communications failure, theft or unauthorised access to Nerium International's records or the Site. Some states/provinces/territories do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to you; in such states/provinces/territories, liability is limited to the fullest extent permitted by law.

## **10. INDEMNIFICATION**

You agree to indemnify and hold Nerium International and its subsidiaries, affiliates, officers, partners, owners and employees harmless from any claim or demand, including reasonable attorneys' fees, expert witness fees and costs of litigation made by any third party due to or arising out of your use of the service, use of your account by any third party, the violation of the terms and conditions of use by you, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## **11. NO RESALE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit, for any commercial purposes, any portion of the Site, use of the Site, or access to the Site without Nerium International's express written consent.

## **12. DISPUTE RESOLUTION**

This Site is controlled by Nerium International which is headquartered in Addison, Texas, U.S.A. Any and all disputes regarding, or related to this Agreement and all other documents incorporated herein, shall be governed and construed in accordance with the laws in the State of Texas, and shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules; the arbitration proceeding shall be held in Dallas County, Texas. The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class-wide, class-action or multiple-complaining-party basis. The prevailing party shall recover its attorneys' fees and costs from the losing party.

## **13. THIRD-PARTY DEALINGS**

The Site may contain links to other websites, content or resources. These linked Sites are not under the control of Nerium International and therefore Nerium International is not responsible or liable for any content, advertising, products, services or other matters on or available from such Sites or resources from such advertisers or third parties; you agree that you shall not seek to recover any damages, whether at law or in equity, from Nerium International arising out of, or related to, any such third parties or other companies. Your communications or business dealings with, or participation in promotions of, advertisers or other third parties found on or through Nerium International are between you and such advertisers or third parties. You agree that Nerium International shall also not be responsible or liable for any loss or damage of any kind related to such dealings with advertisers or third parties.

## **14. SECURITY**

You agree not to violate or attempt to violate the security of this Site, including without limitation (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorised to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to the Site without proper authorisation; (d) breaching security or authentication measures without proper authorisation; (e) interfering with service to any host, network or other user, including without limitation sending unsolicited email, flooding, spamming, mail bombing or crashing; (f) sending promotions and/or advertising products or services; or (g) attempting to do any of the preceding.

## **15. GENERAL**

If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. If Nerium International fails or declines to enforce any right or provision in these terms, it shall in no circumstance constitute a waiver of such right or provision unless acknowledged and agreed to by Nerium International in writing. The terms comprise the entire agreement between you and Nerium International and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, whether written or oral, between the parties regarding the subject matter contained herein. Your use of the Site is subject to the additional disclaimers that may appear throughout the Site. If you violate these terms, Nerium International reserves the right to terminate your access to the Site and related services without notice. Your sole recourse and remedy is to receive a refund for prepaid but unused services, if applicable.