

## TERMS OF USE

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If for any reason you are dissatisfied with the Site or any NSP Materials, your sole and exclusive remedy is to stop using the Site or participating in any NSP Offerings.

### 1. Modifications.

NSP reserves the rights, in its sole discretion, to modify, update, add to, remove, discontinue, revise, or otherwise changes these Terms of Use, in whole or in part, at any time. If NSP makes any material changes to these Terms of Use, the link to these Terms of Use from the NSP homepage will be revised to read “Updated Terms of Use” for a reasonable amount of time. If you access the Site or use or any NSP Materials after NSP has changed these Terms of Use, you will be deemed to have read, understood, and consented to such changes. The most current version of these Terms of Use will supersede all previous versions.

### 2. Eligibility of Users.

You must be at least eighteen (18) years of age to access the Site. By accessing the Site, you represent and warrant that you are at least eighteen (18) years of age. If you are under eighteen (18) years of age, you must be at least thirteen (13) years of age and have the knowledge and consent of a parent or guardian before you may access the Site. Parents or Guardians having such knowledge and consent are deemed to have read, understood, and consented to these Terms of Use. Certain features and Materials on the Site may be subject to additional age or other eligibility requirements.

NSP products and business opportunities are only available in those countries that have been previously authorized by NSP. You may not offer, ship, or sell any NSP product or business opportunity in any country outside of those previously authorized by NSP. NSP is expanding into other markets so please check the Site to view the most up-to-date list of authorized countries.

### 3. Use of Site.

NSP cannot and does not warrant or guarantee that Materials or any other available information from the Site are free of viruses, worms, Trojan horses, or other programming items that can damage, interfere with, or intercept any system, data, or personal information. You are solely responsible for your own recovery of lost data.

### 4. Product Purchases, Payment, Returns & Exchanges

**Product Purchases.** Distributors may purchase products directly from NSP for personal use and resale to their Customers. Customers may purchase products directly from their distributor’s personal inventory or through their distributor’s website. If a customer does not yet have a dedicated NSP distributor, you may make an initial purchase using the shopping feature on the NSP corporate website. After this initial purchase, you will be referred to a distributor, who will provide you with personal service and the ability to purchase additional NSP products.

**Prices.** Although we have made every effort to display our products as accurately as possible, 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.

**Method of Payment.** You agree to pay all charges incurred by you via payment card (or other applicable payment mechanism) at the amounts in effect when such charges are incurred. Distributors and customers must provide us with a valid credit or debit card (Visa, MasterCard, or any other accepted issuer) or use any other payment or financial mechanism specified by us (“**Payment Provider**”) as a condition to making any payments. Your Payment Provider agreement (e.g., cardholder agreement, or terms of use) governs your use of the payment mechanism, and you must refer to that agreement (not this Agreement) to determine your rights and liabilities with respect to the Payment Provider. By providing us with your payment information, you agree that we and any of our third party payment processors are authorized to immediately debit or credit your account for all applicable fees and charges and that no additional notice or consent is required. You agree to immediately notify us of any change in your payment and financial information. We reserve the right at any time to change prices and billing methods. All information that you provide to us or our third party payment processors must be accurate, current and complete. You will also be responsible for paying any applicable taxes relating to payments that you make.

**Returns, Exchanges and Auto-Ship.** Distributor requests for returns or exchanges will be handled in accordance with our Policies and Procedures.

## 5. System Integrity and Use of Email.

You may not interfere with the working of the Site. You may not take any action that imposes an unreasonable burden on the performance or efficiency of the Site.

When using any email address or message functionality provided on or through the Site, you must do so in accordance with all applicable laws and avoid sending any unsolicited message, unless you have obtained prior authorization from the recipient (any unsolicited message constituting “Spam”). If you receive Spam from someone selling or describing NSP’s products, Materials, or business opportunity please contact us immediately. If any person indicates they do not want to receive email you must abide by that request.

You may not use any email address or message functionality on the Site to transmit any:

- (i) content that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, harmful, harassing, tortuous, invasive of another’s privacy, hateful, or is racially, ethnically, or otherwise objectionable;
- (ii) content that is subject to any confidentiality or intellectual property rights of another;
- (iii) non-public information about any other company;
- (iv) trade secrets;
- (v) computer code, files, or programs designed to interfere, disrupt, destroy, or compromise the security or functionality of any device or software.

In addition, NSP does not buy or sell email lists, nor do we allow distributors to use purchased or harvested email lists. You certify that you will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any method other than opt-in. The use of opt-out lists is prohibited in NSP’s system. We retain the right to review your contact lists and emails to verify that you are abiding by the privacy and permission policies set forth herein.

## 6. Account Obligations.

You may be required to register or provide personal information before you access certain content or areas of the Site. The Site practices are discussed in NSP’s [Privacy Policy](#). You voluntarily decide whether

to provide any information. If you elect not to provide such requested information, you may not be able to access certain content or areas of the Site.

You agree to provide, maintain, and update the Site with true, accurate, current, and complete information about yourself or your organization as prompted on the Site. We may suspend or terminate your account or otherwise restrict or decline to permit you continued access to the Site if you provide any information that is not true, inaccurate, not current, incomplete, or if we have reasonable grounds to suspect that information you provide is not true, inaccurate, not current, incomplete. You alone must maintain the confidentiality and integrity of your personal information, password, account number as well as any activities that occur under your account number or password. You agree that your password may be used to attribute an electronic record or signature to you. NSP urges you not to disclose your account number or password to third parties. You agree to immediately notify NSP of any unauthorized use of your account number or password or other security breach. NSP will not be liable in any manner for fraudulent purchases made using your account number or password.

Distributors who receive access to personal information through the Site must do so in accordance with the law and the guidelines for handling Personal Information set forth in NSP's Distributor Policies and Procedures.

In addition, it is a distributor's sole responsibility to maintain your own books and records of all transactions and communications with your downline organization and customers, and to maintain protection against destruction of or tampering with personal information within your possession or control. NSP cannot guarantee to maintain, or provide back-up and recovery of, any data. You understand that you have independent responsibilities for complying with national, federal, state and local laws and regulations relating to the protection, use and disclosure of personal information provided to you, whether through the Sites or otherwise.

You will cooperate with NSP and act in a proactive manner whenever this is required to allow us to comply with our obligations under data protection law, including to respond within a reasonable time to data protection related enquiries from your downline organization and/or the competent regulator.

## **7. Electronic Communications**

If you provide NSP with your email address, you authorize us to periodically send you information and updates relating to NSP's business, products, programs, promotions, and other matters. You have the right to unsubscribe to these communications at any time. For contractual purposes, you consent to receiving communications from NSP by email.

## **8. International Use of the Site**

The Site is intended for viewing and use in the United States and any other countries which NSP has designated as officially open for business. Distributors may not use the Site to conduct business or sales in any country that we have not announced is officially open for business.

## **9. Outages.**

NSP may occasionally schedule periods of downtime on the Site for maintenance and other purposes. Unplanned outages or downtime may also occur. NSP is not liable in any manner for the unavailability of the Site, or the loss of data or transactions that could result from scheduled or unplanned downtime or outages.

## **10. Feedback**

NSP does not want you to send to it any confidential or proprietary information through the Site. Any material or messages posted, files uploaded, data input or any other form of communication or information you transmit or post to this Site will be considered non-confidential and non-proprietary

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- (iii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law,
- (iv) would violate, plagiarize or infringe the rights of third parties, including without limitation, copyright, trademark or patent rights, rights of privacy or publicity or any other proprietary right,
- (v) contains a virus or other harmful component,
- (vi) contains any information, software or other material of a commercial nature,
- (vii) contains advertising of any kind, or
- (viii) constitutes or contains false or misleading indications of origin or statements of fact.

## **11. Links**

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## **12. Promotions**

The Site may contain incentives such as promotions, contests, or sweepstakes ("Promotions"). These Promotions may require you to send information or material about yourself. Promotions offered on the Site may be governed by separate rules and may have separate eligibility requirements, such as age or geographic limitations. Promotions may also have separate terms and conditions that govern the use or disclosure of information you provide. By participating in a Promotions, you promise to comply with the specific rules, terms and conditions, of such Promotion.

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## **14. Indemnification**

By using or accessing the Site, you agree to indemnify, defend, and hold harmless NSP and its parents, affiliates, subsidiaries, officers, directors, employees, agents, licensors, and assigns from and against all claims, demands, actions, costs, liabilities, losses and damages of any kind including attorney's fees, resulting from your use, misuse, or abuse of the Site of any services, goods, or Offerings provided through the Site, or your breach of any provision of these Terms of Use. You will cooperate as fully and reasonably necessary with the defense of any claim against NSP. NSP reserves the rights, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter or claim subject to indemnification by you, and, in any event, you will not settle any such matter without NSP's written consent.

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