

# TERMS & CONDITIONS

1. **INDEPENDENT STATUS** - Affiliates are not employees, agents, partners, joint ventures or representatives of Nature's Sunshine Products of Canada LTD ("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 Province of Ontario, without giving effect to principles of conflicts of law. The Affiliate and NSP agree to the exclusive jurisdiction of provincial and federal courts located in the Province of Ontario.
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 credits 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 credits. Payments or product credits may be earned only for future activity after reactivation, and no payments or product credits 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** - The Affiliate is responsible for the payment of federal and provincial income taxes, self-employment taxes and any and all other taxes required in respect of their business, or its purchases, under any federal, provincial, regulatory or taxing agency. The Affiliate acknowledges that as an independent Affiliate engaged by NSP, they are not treated as an employee for purposes of, but not limited to, federal income tax source withholding requirements, provincial employment standards rules, provincial worker's compensation deductions, federal employment insurance (EI) and CPP deductions, the GST/HST, and other like taxes, and that NSP will make no withholdings or deductions for same. NSP reserves the right to make elections with federal or provincial authorities to simplify the collection of GST and Provincial sales taxes including pre-collecting from me GST and Provincial sales taxes payable by customers, including charging GST and provincial sales taxes of products and purchased materials, based on the address to which the products and materials are shipped.
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 has a limited buy-back policy that, should a participant desire to return unused product for any reason, the company will repurchase all such products at 90% of the original cost to the original purchaser, less appropriate legal claims, if any. This includes products being returned due to the customer ordering in error or making a key punch/typing error on a web order. Requests for such returns must be made within three months of the purchase of the product. Any commissions paid to the requesting participant on returned product will be deducted from the return payment or debited to appropriate Affiliates. Original invoices must be provided when returning products. In the event the product is damaged during transit or has a defect, the customer may return the product to the company for replacement within 5 working days of delivery date. Products returned due to shipping or order error will be refunded 100%. All damages and errors must be reported to NSP within 5 business days of receipt of order. All returns to the Company must be authorized in advance, by the Customer Service department. Upon approval of return of goods, Customer Service issues a Returned Goods Authorization (RGA) number. This number must be printed clearly on the boxes when goods are returned and is only valid for those specific products authorized for return by Customer Service.  
  
Ship to: Nature's Sunshine Products of Canada Ltd. RGA # \_\_\_\_\_ 44 Peel Centre Drive, Suite 402, Brampton, Ontario, L6T 4B5.  
  
Please Note: All returns are to be sent to the Brampton, Ontario office. Freight must be prepaid on all returns. If the product is being returned due to a defect or transit damage, the Customer will be reimbursed for the cost of the postage and the replacement product will be shipped once the damage or defect is verified. Unauthorized returns will not be processed and cannot be returned to sender. Once defective or damaged products are received and inspected, they are disposed of.
11. **COMPLIANCE WITH LAW** - The Affiliate will abide by any and all federal, provincial 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
  - PayQuickerNOTE: A payment preference change cannot be applied retroactively and will only be applicable to future activity.
13. **PRIVACY** - NSP collects, uses and shares personally identifiable information ("PII") as set forth in the NSP Privacy Statement at [www.naturessunshine.com/ca/general/privacystatement/](http://www.naturessunshine.com/ca/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.