

# YOUNIQUE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

Last modified: May 19<sup>th</sup>, 2020

## IDENTIFICATION OF SELLER

In the United States and Canada Younique, LLC (Utah)  
3400 West Mayflower Avenue Lehi, Utah 84043

In Australia and New Zealand  
Younique Australia Pty Limited (ACN 618 306 826) Level 29  
66 Goulburn St  
Sydney NSW 2000

In France, Germany, Ireland, United Kingdom, Austria, Portugal, Netherlands, and Belgium  
Younique Products B.V. (Netherlands)  
Prins Bernhardplein 200  
1097JB Amsterdam  
Netherlands  
VAT# NL855740747B01

In Mexico  
YQ Products Mexico  
440 Boulevard de la Luz  
Alvaro Obregon, Distrito Federal, C.P. 01900 Mexico R.F.C.: YPM1506253U2

In Italy  
Younique Products Italy S.r.l. ("Younique")  
Corso Vercelli, 40,  
20145 Milano (Italy)  
VAT number: 09724350963  
Registered at the Italian Companies Register with the following number: MI – 2109973

In Spain  
Younique Spain, SLU Capitan Haya no 1, puerta 15 28020 MADRID, Spain B-87556387

In Hong Kong  
Younique Hong Kong, Limited  
42/F Central Plaza, 18 Harbour Road Wanchai, HK

Welcome to the YOUNIQUE subscription program! Please note that by using this site, enrolling as a member of our subscription program, and/or purchasing items through our subscription program, you are agreeing to these TERMS AND CONDITIONS (including automatic renewal of your subscription), our GENERAL TERMS OF USE, and our PRIVACY POLICY. In addition, for EU customers and presenters, you also agree to your respective country's General Conditions of Sale.

Please review these terms and policies carefully so you understand your options and obligations. If you do not agree with any of these terms or policies, please do not subscribe to the subscription program. Note, you must be at least 18 years old to purchase products from this site or to engage in the subscription program.

## PROGRAM DESCRIPTION

The YOUNIQUE subscription program allows you to get certain YOUNIQUE™ products shipped to you at a frequency of your choice. Signing up for a subscription means you won't have to reorder products you use often—they will be shipped to you regularly at a frequency you choose from a predetermined list of choices. You will receive free shipping on every recurring order.

## **SUBSCRIPTION RULES**

Your subscription renews automatically unless you notify us that you wish to cancel before your order is processed. Please keep in mind that you must cancel before 11:59 p.m. PT the day before your next processing date for your cancellation to go into effect, or your subscription will still be processed and shipped. In addition, any other changes to your subscription, as set forth below, must be completed before 11:59 p.m. the day before your next processing date to take effect. As a subscription member, you authorize us (without notice to you, unless required by applicable law) to charge the price of your product shipment, as identified by you when you created your subscription, plus applicable taxes, using the payment we have on file for you. From time to time, we may change the price associated with certain subscriptions during the term of your membership. If that happens, we will notify you in advance using the email address you provided us. If the price change is not acceptable to you, you may cancel your subscription following the instructions below.

Except as set forth below, subscription processing dates are determined by the date the original purchase is made. In other words, if your first purchase is made on the 10th of the month, subsequent subscription orders will be processed on the 10th of the month. If, however, the first subscription purchase is made on the 29th, 30th, or 31st of the month, subsequent subscription purchases will be processed on the 28th of the month. In addition, as set forth below, you may change the subscription processing date in the subscription manager. All subscriptions processed on the same date will be sent in the same package.

Each subscription bundle is discounted from regular retail prices. If you choose to return an individual item from your subscription bundle, you will be refunded the prorated price for that item. If an item is unavailable at the time of the subscription process, we'll send you an email within 10 days of your order process date if an item in your upcoming subscription is unavailable. You will have up until 11:59 p.m. PDT the day before your subscription order processes to make changes, including replacing the unavailable item with another option that is available.

If the unavailable item is not changed before the subscription order processes, you will receive an email letting you know that your order failed. You will have 30 days to replace the unavailable item(s) before the order is cancelled. Once you have replaced the unavailable items in your subscription order, you can process your credit card to complete the order. Future subscription processing dates for that subscription bundle will not be affected.

While there is no limit on how many subscriptions you can have or how many bundles you can purchase on subscription, nothing in these terms alters or amends the requirements and prohibitions contained in the Presenter Agreement, if applicable. Those prohibitions include bonus buying, inventory loading, lifestyle and royalty claims, and other fraudulent behavior.

When you agree to participate in the subscription program, the Presenter you were shopping with at the time of your initial subscription order will get credit for both the initial order, as well as all of the future orders processed through your subscription. If, however, the Presenter you were shopping with becomes inactive, or ineligible to receive commissions, the regular roll-up rules will apply, as set forth in each market's Presenter Agreement. In addition, if you purchase a subscription bundle (the "First Bundle") with one Presenter (the "First Presenter"), and then later shop with and Purchase another subscription bundle (the "Second Bundle") with a second Presenter, the second Presenter will get credit for the initial Second Bundle purchase. All future subscription orders processed for the Second Bundle, however, will be credited to the First Presenter unless you elect to change your Presenter as set forth below.

## **SUBSCRIPTION MANAGEMENT**

We want it to be easy to manage your subscription and make changes to support your particular needs. To manage your subscription, go to My Account, BETA Subscription and make the appropriate selection for the specific action you would like to take. You can manage your subscription as follows:

1. Skip: Skips an order one time, but will not affect future orders or process dates.
2. Ship Now: Processes the selected subscription order immediately and will not ship it on the regularly scheduled date. Future subscriptions or process dates will not be affected.
3. Merge: You can drag and drop subscriptions from one processing date to another and merge the two together. When this happens, the previous order processing date is overridden, and the new processing date will control future orders.
4. Change Market: You can change the Younique market, i.e. U.S. or Germany, for processing and shipping your subscription. Please note, however, taxes, prices, and availability may be affected, and you agree to accept these changes. Younique will not be held responsible or liable for increased prices or taxes, and will not warrant that the subscribed products will be available in the new market. You will only be allowed to have one market applicable for all your subscription orders. In other words, if you subscribe to more than one bundle, the market for both bundles must be the same.
5. Change Presenter: When you agree to participate in the subscription program, the Presenter you were shopping with at the time of your initial subscription order will get credit for both the initial order, as well as all of the future orders processed through your subscription, except as otherwise noted above. The subscription manager allows you to change the Presenter who received credit for your future orders, but cannot be changed for orders placed previously.
6. Pause: You can pause a subscription for up to four months at a time. At the end of the pause, the order will automatically start shipping again at its regular frequency and processing date. You can re-start a subscription after pausing at any time

prior to the four months, and your subscription will resume at the regularly-schedule frequency and processing date.

7. Cancel: You may cancel your subscription at any time in the subscription manager. If you have multiple active subscriptions, you must cancel each one separately. Once a subscription is cancelled, you can reactivate it at any time in the subscription manager.

Please contact Younique Support if you require assistance with this subscription management process.

## **HOW TO CUSTOMIZE YOUR ORDER**

You will receive an email before each shipment letting you know that your order will process soon. No action is required if you do not want to change anything about your subscription or order, and your order will be sent as previously set up. You can also update your billing and shipping information, customize your order, add one-time add-on items, or even cancel your subscription, keeping in mind that you must cancel before 11:59 p.m. PT the day before your next processing date for your cancellation to go into effect, or your subscription will still be processed and shipped. In the event that a subscription product is discontinued, you will be notified via the email address that you provided upon enrollment, and your subscription will be cancelled. Younique does not guarantee nor make any representations that its products will always be available to fulfill subscription orders.

Unfortunately, you will not be able to do the following:

- 1 Remove specific bundle items in your subscription order. While a user will be able to increase or decrease the number of bundles or add-on items, a user will not be able to remove or pause individual subscription items in a bundle.
- 2 Change the method of shipping.
- 3 Expedite your order or move it to a different carrier.
- 4 Use Y-CASH credit or include half-price items in your subscription.
- 5 Avoid sales tax, if it is required in your area.

## **YOUR PAYMENT OPTIONS AND OBLIGATIONS**

We accept all major credit cards and debit cards, PayPal is accepted in Mexico, United States, United Kingdom, Germany, France, Spain, Portugal, Italy, Ireland, Belgium, Netherlands, and Austria. The payment method you provide will be used for all future purchases and charges, including your subscription renewals. Please keep a valid payment method on file at all times. Let us know if your personal information changes, such as your billing or shipping address. You agree that we may update your personal information with information your bank, credit card or PayPal issuer may supply.

If we cannot process a charge to your payment method (for example, the card has expired, or we cannot obtain authorization from your card issuer), we will send you an email asking you to update your information. In the meantime, we will keep an order in a pending state until your next processing date. If the required information is not provided, we will skip that order. After two consecutive orders have been skipped due to non-payment, we will cancel the subscription. Keep in mind that you can reactivate your subscription at any time. We are not responsible for any fees or charges that your bank, or payment issuer may apply.

If your payment issuer reverses a charge to your payment method, we may cancel your subscription and/or suspend fulfillment of your subscription until payment is provided. Alternatively, we may also seek payment by another method through a mailed statement.

## **RETURNS AND EXCHANGES**

Once a subscription bundle item has been returned for a refund or exchange per the Love it Guarantee, you will be instructed to change your subscription preferences. If that same item remains in your subscription bundle it will thereafter be ineligible for any subsequent return requests.

## **MODIFICATION TO THE SITE OR SERVICES**

We reserve the right to modify or discontinue the subscription program with reasonable notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the program. In the event that the program is discontinued, you will remain free to keep purchasing Younique products outside the scope of application of this subscription program. In the event that the program is modified and you object to any of the changes, your sole recourse will be to cancel your subscription. Continued access to the program following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the program as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the services at any time for just cause. You agree that we will not be liable to you or any other party for any termination of your access to the services under the above terms.

## **PRIVACY COLLECTION NOTICE**

Younique is committed to protecting the personal information you have provided by completing this form. Your personal information is being collected to enable your subscription to be processed and your order filled. If you do not provide your personal information, the products you have requested may not be able to be supplied.

We may also obtain your personal information (including the information you provide in this subscription form) from and disclose your personal information to our independent Younique Presenters and our related companies (which may be located in other countries, such as the United States of America) to, for example, provide you with information, products, or services you have requested or to respond to any questions you have about your order. Your personal information may also be disclosed to service providers engaged to provide services on our behalf, such as payment processors and couriers, some of which may be overseas, to assist in the processing and/or delivery of your order.

From time to time, we may use your personal information for the purposes of marketing our products and services, for example, to send you newsletters and promotional offers.

If you would like to seek access to or correct your personal information, or make a privacy complaint, please refer to Younique's PRIVACY POLICY for further details.

### **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Younique, LLC, its holding companies, parents, subsidiaries, affiliates, and other partners, and its and their respective shareholders, members, officers, directors, managers, employees, consultants, representatives, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the products or services (except to the extent prohibited by law); (ii) your violation of these terms and conditions or of our General Terms of Use; and (iii) your violation of any rights of any other person or entity.

### **LIMITATION OF LIABILITY**

Without prejudice to the provisions relating to the limitations of liability provided for in our General Terms of Use and our general terms of sale, and to the extent permitted by applicable law, Younique's total liability shall not exceed the amount of payments made during your participation in a product subscription under the subscription program.

These terms and conditions do not limit or exclude your rights as a consumer or our liability for death or personal injury to the extent caused by our gross negligence or intentional misconduct.

### **DISPUTE RESOLUTION**

Most customer concerns can be resolved quickly by contacting Younique Support. In the unlikely event that Younique Support is unable to resolve any complaint that you may have with respect to the subscription program, the terms of this section govern dispute resolution between us. For individuals or entities located in Australia, Canada, Mexico, New Zealand, and the United States only: In the event of a dispute between you and Younique arising from or relating to the subscription program or the rights or obligations of any party hereunder, the dispute shall be settled totally and finally by arbitration as more fully described below. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, YOU AND YOUNIQUE AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. THIS SECTION IS REFERRED TO AS THE PARTIES' "ARBITRATION AGREEMENT."

Arbitration is a method of resolving claims, disputes, and other controversies without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived, and instead disputes are referred to an arbitrator for final and binding resolution.

**Class Action Waiver:** You and Younique agree to waive any right to bring a class action, participate in a class action, or proceed on a class basis. In the event this class action waiver is declared to be unenforceable for any reason, the entire Arbitration Agreement shall be declared null and void (but the remainder of these terms and conditions shall remain in effect). Scope: You and Younique agree to arbitrate any and all disputes between you, including but not limited to legal claims, equitable claims, and any dispute arising out of, concerning, or relating in any way to the subscription program.

Notwithstanding the foregoing, any party may apply to a court of competent jurisdiction in either Salt Lake County or Utah County in the State of Utah in the United States, or in any other jurisdiction as necessary, to: (i) seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration award or order to protect the party's confidential, private, trade secret, or proprietary information; or (ii) enforce an arbitration award or the injunctive relief granted by an arbitrator.

#### Applicable Law, Rules, and Venue:

**Australia and New Zealand:** For individuals or entities located in either Australia or New Zealand, all arbitration shall be conducted in accordance with the Commercial Arbitration Act 2010 (NSW). All arbitration will be held in Sydney, in the State of New South Wales.

Canada and the United States: For individuals or entities located in either Canada or the United States, the interpretation and enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act (or “FAA”). Subject to the class action waiver and specific procedures described below, any arbitration shall be administered by the American Arbitration Association (“AAA”), and the arbitration shall be commenced and proceed pursuant to its AAA Commercial Arbitration Rules, except as modified herein. More information concerning AAA can be found on its website (<https://www.adr.org/>), including the AAA Commercial Arbitration Rules (<https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>). Arbitration shall take place in either Salt Lake County or Utah County in the State of Utah in the United States.

Mexico: For all individuals or entities located in Mexico, the interpretation and enforcement of this Arbitration Agreement shall be conducted in accordance with the rules established by the National Chamber of Commerce of Mexico City and applicable provisions of the Commercial Code. All arbitration will be held in the Federal District Courts, in Mexico City, Mexico.

**Arbitrator Award:** The arbitrator shall issue a written award in accordance with applicable arbitration rules. The award shall be limited to deciding the obligations and rights in the specific dispute between the parties. The arbitrator may impose equitable relief against a party only if sought by the other party. Judgment upon the award rendered by the arbitrator may be entered in any court located within the applicable venue, as set forth in these terms and conditions, and that judgment shall be final and non-appealable.

**Severability:** With the exception of the class action waiver set forth above, if any provision in this Arbitration Agreement is declared to be unenforceable for any reason, the remainder shall remain in effect.

**Fees:** The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration.

**Confidentiality:** Except as may be required by law, neither the parties nor the arbitrator may disclose sensitive, confidential, or proprietary information obtained in connection with the arbitration. The arbitrator shall be authorized to issue protective orders relating to the disclosure of such information.

For individuals or entities located in the United Kingdom only:

In the event of a dispute between you and Younique arising from or relating to the subscription program or the rights or obligations of any party hereunder, the dispute shall be settled totally and finally by arbitration as more fully described below. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, YOU AND YOUNIQUE AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. THIS SECTION IS REFERRED TO AS THE PARTIES’ “ARBITRATION AGREEMENT.”

Arbitration is a method of resolving claims, disputes, and other controversies without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived, and instead disputes are referred to an arbitrator for final and binding resolution.

Any dispute, controversy, or difference that may arise out of or in connection with the YOUNIQUE™ subscription program or the rights or obligations of any party hereunder shall be referred to and finally resolved by arbitration in the London Court of International Arbitration (“LCIA”) before a single arbitrator in London, U.K., under the LCIA Rules (which rules are deemed to be incorporated by reference into this clause) and, for these purposes, each party hereby irrevocably submits to the jurisdiction of the arbitration by the LCIA.

For individuals or entities located in all other jurisdictions, including France, Belgium, the Netherlands, Germany, Austria, Hong Kong, Ireland, Italy, Portugal, and Spain:

You and Younique agree, for any and all disputes between you, including but not limited to legal claims, equitable claims, and any dispute arising out of, concerning, or relating in any way to the subscription program, to submit to the exclusive jurisdiction and venue of the courts set forth under “Applicable Law and Courts of Jurisdiction” below.

#### APPLICABLE LAW AND COURTS OF JURISDICTION

**Australia and New Zealand:** For individuals or entities located in either Australia or New Zealand, jurisdiction and venue of any matter not subject to arbitration shall reside in the courts in Sydney, in the State of New South Wales. The laws of the State of New South Wales shall govern all matters relating to or arising from the subscription program, without regard to conflict of law principles.

**Canada and the United States:** For individuals or entities located in either Canada or the United States, jurisdiction and venue of any matter not subject to arbitration shall reside in the Federal District for the District of Utah or any state court in Utah County, in the State of Utah, in the United States. The laws of the State of Utah shall govern all matters relating to or arising from the subscription program, without regard to conflict of law principles.

**France:** For individuals or entities located in France, jurisdiction and venue shall reside in the Commercial Court of Paris. These terms and conditions will be governed by and construed in accordance with French law.

**Belgium:** For individuals or entities located in Belgium, jurisdiction and venue shall reside in the Commercial Court of Brussels. These terms and conditions will be governed by and construed in accordance with Belgium law.

Netherlands: For individuals or entities located in the Netherlands, jurisdiction and venue shall reside in the Commercial Court of Amsterdam. These terms and conditions will be governed by and construed in accordance with Dutch law.

Germany: For individuals or entities located in Germany, jurisdiction and venue shall reside in the courts of Munich, Germany, and the laws of Germany shall govern all matters relating to or arising from these terms and conditions.

Austria: For individuals or entities located in Austria, jurisdiction and venue shall reside in the commercial courts of Vienna. These terms and conditions will be governed by and construed in accordance with Austrian law.

Hong Kong: For individuals or entities located in Hong Kong, jurisdiction and venue shall reside in the courts of Hong Kong, and the laws of Hong Kong shall govern all matters relating to or arising from these terms and conditions.

Ireland: For individuals or entities located in Ireland, jurisdiction and venue shall reside in the courts of Dublin, Ireland, and the laws of Ireland shall govern all matters relating to or arising from these terms and conditions.

Italy: For individuals or entities located in Italy, jurisdiction and venue shall reside in the Court of Milan. The laws of Italy shall govern all matters relating to or arising from the subscription program, without regard to conflict of law principles.

Mexico: For individuals or entities located in Mexico, jurisdiction and venue of any matter not subject to arbitration shall reside in the Federal District courts in Mexico City, Mexico. The laws of the Mexican Republic shall govern all matters relating to or arising from the subscription program, without regard to conflict of law principles.

Portugal: For individuals or entities located in Portugal, jurisdiction and venue shall reside in the courts of Lisbon, Portugal, and the laws of Portugal shall govern all matters relating to or arising from these terms and conditions.

Spain: For individuals or entities located in Spain, jurisdiction and venue shall reside in the courts of Spain, and the laws of Madrid, Spain shall govern all matters relating to or arising from these terms and conditions.

## **SURVIVAL**

Even after you have terminated your subscription program with us and your rights and obligations under these terms and conditions are terminated, all provisions of these terms and conditions which by their nature should survive will survive, including, without limitation, warranty disclaimers, indemnification obligations, dispute resolution provisions, and limitations of liability.

## **CONTACT US**

If you have any questions or concerns regarding the Younique subscription program Terms and Conditions, please contact us at Younique Support or by regular mail at Younique, LLC, Attn: Legal Department, 3400 Mayflower Avenue, Lehi, Utah 84043, United States. Please note that such communications are not necessarily secure. Accordingly, you should not include credit card information or other sensitive information in your correspondence with us.

