

# PULSE BY PENNY BUSINESS MANAGEMENT SUITE — CANADA

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## PROGRAM DESCRIPTION

**PULSEby Penny** is a proprietary suite of web-based tools that provides business and customer relationship management resources to Rodan + Fields® ("R+F") Independent Consultants ("Consultant") to support product sales, team growth, downline productivity and Customer satisfaction and retention. **PULSE by Penny** is available in two versions: **PULSE by Penny Basic ("Basic")** and **PULSE by Penny Pro ("Pro")**. Access to **Basic** includes basic business tools and reports, Comms Corner and full access to the Library, which houses business-related resources. Access to **Pro** includes all **Basic** features plus free shipping for Consultant Replenish Program ("CRP") and ad hoc orders of 100 Sales Volume (SV) or more, one Personal Website ("PWS"), personalized Solution Tool, access to the R+F Social and advanced reporting. **Pro** is available through an optional monthly subscription program. **Basic** is available to all Consultants without cost or subscription.

**Pro** can help Consultants establish a business presence online and features a Personal Website through which Consultants can sell R+F products and sponsor new Consultants, with all transactions automatically linked to their R+F Consultant IDs. An optional **Pro** subscription costs **\$29.95 CAD plus applicable taxes, per month and may be canceled by a Participating Consultant at any time by following the steps outlined in the "Cancellation Policy" section below.** It includes:

- One (1) Personalized Website:
  - A public skincare and haircare storefront and a site for prospective Consultants to learn more about and join your business, designated with a unique site name (<https://<sitename>.myrandf.ca>)
- The ability to provide a customized skincare and haircare routine to your Customers using the R+F Solution Tool
- Access to the R+F Social
- Advanced sales and business management reports and features
- Free shipping for CRP and ad hoc orders of 100 SV or more

Rodan + Fields Consultant acknowledges that they have read and agree to abide by all terms and conditions set forth in the [R+F Consultant Agreement](#) and [Policies & Procedures](#), as well as the [Privacy Policy](#) and [Terms and Conditions](#) associated with the use of [www.rodanandfields.ca](http://www.rodanandfields.ca). Rodan + Fields reserves the right to change the terms of the **Basic** and **Pro** programs at any time without notice. Any material changes to the terms of the **Basic** and **Pro** programs will be disclosed in advanced via the Insider Scoop and/or email.

## SUSCRIBE TO PULSE BY PENNY PRO

Consultants may subscribe to **Pro** at any time during or after enrollment, provided that they are in compliance with the terms of their Consultant Agreement (which includes the Policies & Procedures).

## BILLING

**Upon subscribing to Pro, Consultants agree to a non-refundable monthly charge of \$29.95 CAD plus applicable taxes for each month while subscribed to the program, with the exception of your limited-time subscription included in your optional Business Starter Pack. Your limited-time subscription includes your enrollment month + the next full three months.** Consultants will be notified via e-mail of the effective date of the monthly charge as described above. **Pro** is automatically billed to the credit card on file on the same day every month, as displayed on the website during subscription signup. If you enroll in **Pro** between the 20th and the last day of the month, your card will be processed and charged on the 20th of the following month and every month thereafter. To review or change the billing information for your **Pro** subscription, log in to [www.rodanandfields.ca](http://www.rodanandfields.ca) and select "Manage PULSE by Penny" from the drop-down menu. Sales tax will be charged based on taxation rules of each province or territory.

## CANCELLATION POLICY

**Consultants may cancel their Pro subscription at any time by logging in to their account via [www.rodanandfields.ca](http://www.rodanandfields.ca), go to "My Account" > "Manage PULSE by Penny" > "Cancel PULSE by Penny Pro Subscription" and then click "Cancel PULSE by Penny Pro" to confirm. Consultants may also cancel their Pro subscription by calling Sales Support at 1-855-RFCANADA (1-855-732-2623) or email at [SalesSupportca@rodanandfields.com](mailto:SalesSupportca@rodanandfields.com).** When a Consultant cancels **Pro**, the subscription will remain active until the end of that billing cycle. All **Pro** features will be downgraded to **Basic** and all previously entered data will be deleted—including, but not limited to, your PWS contacts, and advanced reporting. Termination of a Consultant Agreement, whether by the Consultant or by Rodan + Fields, will result in automatic termination of all **Basic** and **Pro** features.

## PULSE BY PENNY PRO AND PERSONAL WEBSITE REQUIREMENTS

Rodan + Fields Consultants may not publish, post or distribute on their **Pro** PWS to upload to **Basic** or **Pro**, any material that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law, inhibits others from enjoying your PWS or for which you do not have consent to upload or use.

- Rodan + Fields reserves the right to monitor **PULSE by Penny** and Consultant's PWS content including images and other content generated from **PULSE by Penny** if Rodan + Fields determines, in its sole discretion, that good cause exists to do so. Consultant acknowledges that Rodan + Fields has the right to monitor **PULSE by Penny** and PWS content, including photos and stories, and Consultant specifically gives Rodan + Fields permission to monitor their **PULSE by Penny** and PWS content, including communications made on or through these tools, as to remove any noncompliant postings.
- Rodan + Fields Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights. To the extent Rodan + Fields Consultant publishes or uploads content, including images, about or belonging to individuals other than the Consultant, the Consultant acknowledges that they are solely responsible for ensuring that they have consent from such individuals to publish such content on **Pro**, their PWS or upload such content to **Basic** or **Pro**. Rodan + Fields Consultant agrees to abide by all applicable privacy laws and regulations in collecting and processing any personal data belonging to such individuals or other third parties.

- It is the responsibility of each Rodan + Fields Consultant to ensure that their PWS fully complies with these Terms and Conditions, the Rodan +Fields Policies & Procedures, including Section 11 thereof, and all applicable federal, provincial and territorial rules and regulations.
- A Consultants PWS or other statements or communications shall not imply or guarantee that others will experience the same product results or achieve any earnings. Appropriate disclaimers should be used to avoid any appearance of providing medical advice or guaranteed earnings. Please see the R+F Policies & Procedures for further details regarding income and product disclaimers.
- If you have any questions regarding **PULSE by Penny**, please call Sales Support at 1-855-RFCANADA (1-855-732-2623) or e-mail at [salesupportCA@rodanandfields.com](mailto:salesupportCA@rodanandfields.com).

For the full details of advertising, and the use of R+F trademarks and other R+F content, refer to Section 11 in the Rodan + Fields Policies & Procedures.

RODAN + FIELDS DISCLAIMS ANY AND ALL LIABILITY ARISING FROM CONTENT OR IMAGES PLACED ON CONSULTANTS PWS or in any e-mails sent through the PWS. Rodan + Fields Consultants are solely responsible for any statements or other content that is posted on their PWS.

This document is applicable to the Canada Market.