

PULSE BY PENNY BUSINESS MANAGEMENT SUITE — CANADA

PROGRAM DESCRIPTION

PULSE BY PENNY ("PULSE") is a proprietary suite of web-based tools that provides business and customer relationship management resources to Rodan + Fields® (R+F) Independent Consultants to support product sales, team growth, downline productivity and Customer satisfaction and retention. **PULSE** is available in two versions: **PULSE Basic** and **PULSE Pro**. Access to **PULSE Basic** includes basic business tools and reports, limited access to the R+F Virtual platform and a library full of resources to help you manage your customers, grow your business and understand team performance. Access to **PULSE Pro** includes all **PULSE 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), access to the Solution Tool, full access to the R+F Virtual platform and advanced reports and features within PULSE. **PULSE Pro** is available through an optional monthly subscription program. **PULSE Basic** is available to all Consultants without cost or subscription.

PULSE Pro can help Consultants establish a business presence online and start automating specific business disciplines. **PULSE Pro** features one Personal Website through which Consultants can sell Rodan + Fields products and/or enroll new Consultants, with all transactions automatically linked to their Rodan + Fields Consultant IDs. **A PULSE Pro subscription is optional, costs CAD \$29.95 plus applicable taxes, per month and may be cancelled by a participating Consultant at any time by following the steps outlined in the "Cancellation Policy" section below.** It includes:

- Free shipping for CRP and ad hoc orders of 100 SV or more
- One (1) Personalized Website:
 - A public skincare storefront designated with a unique site name (https://<sitename>.myrandf.ca)
- The ability to provide a customized skincare routine to your Customers using the Rodan + Fields Solution Tool
- Full access to the R+F Virtual platform
- Advanced sales and business management reports and features in PULSE (my.rodanandfields.com)

Rodan + Fields Independent Consultant acknowledges that he/she has read and agrees 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 rodanandfields.ca website. Rodan + Fields reserves the right to change the terms of the **PULSE Basic** and **PULSE Pro** programs at any time without notice.

SUBSCRIBE TO PULSE PRO

Upon subscribing to **PULSE Pro**, you agree to a non-refundable monthly charge of CAD \$29.95 plus applicable taxes each month while subscribed to the program, with the exception of the free trial period. You will receive a **PULSE Pro** free trial during your enrollment month as a Rodan + Fields Consultant plus the three months following your enrollment month. **PULSE Pro** is automatically billed to your default credit card on file on the same day every month, as displayed on the website during subscription signup. If you enroll in **PULSE Pro** between the 17th and the last day of the month, your card will be processed and charged on the 17th of the following month and every month thereafter. After the first successful billing cycle, you may change your monthly billing date by logging in to www.rodanandfields.ca and selecting "Manage PULSE" from the drop-down menu then "Manage Subscription."

BILLING

Upon subscribing to **PULSE Pro**, Consultants agree to a non-refundable monthly charge of CAD \$29.95 plus applicable taxes for each month while subscribed to the program, with the exception of the free trial period. Consultants will be notified via e-mail of the effective date of the monthly charge as described above. **PULSE 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 **PULSE Pro** between the 17th and the last day of the month, your card will be processed and charged on the 17th of the following month and every month thereafter, on the 17th of that month. To review or change the billing information for your **PULSE Pro** subscription, log in to www.rodanandfields.ca and select "Manage PULSE" from the drop-down menu then "Billing Info" from the PULSE Pro Management dashboard. Sales tax will be charged based on taxation rules of each province or territory.

CANCELLATION POLICY

Consultants may cancel their PULSE Pro subscriptions at any time by logging in to their account via the R+F corporate website and using the Manage PULSE menu in the upper right corner of the screen. Select "Manage PULSE" from the menu then "Cancel PULSE Pro Subscription" from the PULSE PRO Management dashboard and follow the prompts to complete your cancellation. Consultants may also cancel their PULSE Pro subscription by calling Sales Support at 1-855-RFCANADA (1-855-732-2623). When a Consultant cancels **PULSE Pro**, the subscription will remain active until the end of that billing cycle. All **PULSE Pro** features will be downgraded to **PULSE Basic** and all previously entered data will be deleted—including, but not limited to, Personal Website, Contacts, and Reporting. Termination of a Consultant Agreement, whether by the Consultant or by the Company, will result in automatic termination of all **PULSE Basic** and **PULSE Pro** features.

PULSE PRO AND PERSONAL WEBSITE REQUIREMENTS

Rodan + Fields Independent Consultants may not publish, post or distribute any material on their **PULSE Pro**, Personal Website or in any other content generated from the **PULSE Pro** websites that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law, or that inhibits others from enjoying Consultant Personal Website.

- Rodan + Fields reserves the right to monitor **PULSE** and Personal Website content including images and other content generated from **PULSE Pro** 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** and Personal Website content, including photos and stories, and Consultant specifically gives Rodan + Fields permission to monitor her or his **PULSE** and Personal Website content, including photos and stories.

- Rodan + Fields Independent Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights. To the extent Rodan + Fields Independent Consultant publishes content, including images, about or belonging to individuals other than the Independent Consultant, the Independent Consultant acknowledges that he/she is solely responsible for ensuring that he/she has consent from such individuals to publish such content on the PULSE Pro, Personal Website. Rodan + Fields Independent 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 Independent Consultant to ensure that her or his Personal Website 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.
- Consultant Personal Websites or other statements or communications shall not imply or guarantee that others will experience the same product results or achieve any earnings. The following income disclosure statement should be used in any location where earnings or lifestyle claims are referred, on **PULSE** or on Consultant Personal Website: “A typical plan participant in 2018 made \$326CAD”. In addition, appropriate disclaimers should be used to avoid any appearance of providing medical advice or guaranteed earnings.
- If you have any questions regarding **PULSE**, please call Sales Support at 1-855-RFCANADA (1-855-732-2623) or e-mail at salesupportCA@rodanandfields.com.

For the full details of the Internet guidelines, refer to Section 11 in the Rodan + Fields Policies & Procedures.

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

This document is applicable to the Canada Market.