

PULSE BY PENNY BUSINESS MANAGEMENT SUITE — U.S.A.

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 Replenishment Program (CRP) and ad hoc orders of 100 Sales Volume (SV) or more, one Personal Website (PWS), the Solution Tool, full access to the R+F Virtual platform and advanced reports and features within PULSE 3.0 (my.rodanandfields.com). **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 a Personal Website through which Consultants can sell Rodan + Fields products and enroll new Consultants, with all transactions automatically linked to their Rodan + Fields Consultant IDs. **A PULSE Pro subscription is optional, costs US \$24.95 plus applicable taxes, if any, 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 and a site for prospective Consultants to learn more about and join the business, both designated with a unique site name (https://<sitename>.myrandf.com)
- 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 (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 [R+F Policies and Procedures](#), as well as the [Privacy Policy](#) and [Terms and Conditions](#) associated with the use of rodanandfields.com website. Rodan + Fields reserves the right to change the terms of the **PULSE Basic** and **PULSE Pro** programs at any time without notice. Any material changes to the terms of the **PULSE Basic** or **PULSE Pro** programs will be disclosed in advance via the Insider Scoop and/or email.

SUBSCRIBE TO PULSE PRO

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

BILLING

Upon subscribing to PULSE Pro, Consultants agree to a non-refundable monthly charge of US \$24.95 plus applicable taxes, if any, for each month while subscribed to the program with the exception of the free trial during your enrollment month plus the three months following your enrollment month. 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 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 **PULSE Pro** subscription, log in to www.rodanandfields.com and select "Manage PULSE" from the drop-down menu.

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 drop-down menu in the upper right corner of the screen. Select "Manage PULSE" from the drop-down menu and follow the prompts to complete your cancellation. Consultants may also cancel their PULSE Pro subscription by calling Sales Support at +1 (415) 273-8000. 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 Websites, 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 on their **PULSE Pro** Personal Website or upload to **PULSE Basic** or **PULSE Pro**, any material that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law, that inhibits others from enjoying Consultant Personal Websites or for which you do not have consent to upload or use.

- Rodan + Fields reserves the right to monitor **PULSE** and Personal Website content including images and communications generated from **PULSE** 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, and Consultant specifically gives Rodan + Fields permission to monitor her or his **PULSE** and Personal Website content, including communications made on or through these tools, and to remove any noncompliant postings.
- 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 or uploads 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 Websites or upload such content to **PULSE Basic** or **PULSE Pro**. 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 their Personal Website complies with these Terms and Conditions, the R+F Policies & Procedures, including Section 11 thereof, and all applicable federal and state laws, 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 the same earnings as the Consultant. 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.

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 communications 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 U.S. Market.