



Security Practices & Privacy Policy

Security Practices

BuxBack's sophisticated technology upholds the highest levels of security compliance and maintains the following certifications and standards so you can be assured that all data is secure:

- Payment Card Industry (PCI) compliant, verified by the Visa® U.S.A. Cardholder Information Security Program (CISP), whose reviews are based on the PCI Data Security Standard (PCI DSS)
- Visa® certified third-party processor (TPP)
- Certified end-point processor for American Express®

Following are additional security elements used to protect against unauthorized access:

- 128-bit to 256-bit encryption protocol called Secure Sockets Layer (SSL)
- VeriSign-approved, the Internet security global leader
- MD5 encryption technology for card protection
- Secure user password authentication

BuxBack Member Privacy Policy

Cash Back, Inc., doing business as BuxBack, and its affiliates ("we", "us" and "our") respect your privacy. This privacy policy ("Privacy Policy") is applicable to current and former BuxBack members ("you" or "your") and describes how personally identifiable information about you ("Personal Information") is collected and disclosed, and how system security and integrity is maintained. **USAGE OF THE WEBSITE IS ONLY INTENDED FOR USE BY ADULTS OVER THE AGE OF 18 WHO HAVE A CREDIT/DEBIT CARD AND NOT BY A CHILD.** By participating in our cash back rewards program ("BuxBack"), you agree to these provisions.

The encryption technology supporting BuxBack is called MD5 (Message Digest 5). It is an industry-standard encryption technology designed to protect card numbers. This technology uses a complex algorithm that scrambles the card number into a "hash" or a meaningless sequence of characters. It is considered "one-way" in that it cannot be reverse-engineered to determine the original card number. This methodology results in only the last four digits of a card number being displayed so that you can identify which cards are registered with BuxBack. **FOR ADDITIONAL CONFIDENTIALITY AND SECURITY – BUXBACK DOES NOT STORE THE FULL CARD NUMBER.**

For all data communications between our servers and your computer, we use a 128-bit encryption protocol called SSL (Secure Socket Layer) that is specifically designed to prevent the data from being intercepted and hacked. Whenever this security protocol is in effect you will notice your address bar changing from "http" to "https" ("s" indicates the security protocol).

The BuxBack Websites are VeriSign-approved. Verisign is the global leader in Internet security. You may click on the Verisign seal to view information about our use of the SSL protocol and our identity.

The creation of unique passwords (User Authentication) is required to help secure our systems and protect the confidentiality of account information.

Multiple firewalls and other intrusion prevention technologies to protect our systems and data resources are used. We scan our networks using [Coalfire Systems](#), certified by the [PCI Security Standards Council](#) as an Approved Scanning Vendor, to monitor for any potential vulnerabilities. Additional systems security and integrity are addressed with regularly applied upgrades and patches. BuxBack maintains a high level of security through the transaction collection and validation phase. Systems used are compliant with the Payment Card Industry Data Security Standard (PCI DSS), which means they meet the rigorous data processing and security requirements set forth by the Visa CISP and MasterCard SDP programs. To maintain PCI compliance, annual audits are performed by [Coalfire Systems](#), certified as a Qualified Security Assessor.

We restrict access to Personal Information to those individuals or entities that need to know that information to operate, manage, and expand BuxBack. We maintain physical, electronic, and procedural safeguards to guard your Personal Information.

We do not disclose any Personal Information to nonaffiliated third parties, except as necessary for the nonaffiliated third party to provide services to us (such as printing or mailing services) or as permitted by law. This means that we will not disclose your Personal Information (such as your telephone number) to nonaffiliated third parties for such parties' use in marketing its goods or services without your consent. Since we may disclose information as permitted by law, we may, for example, disclose Personal Information in

connection with giving you credit for rewards, carrying out a transaction you have requested, operating or managing our business, or responding to legal process. We may obtain your consent to share information with third parties in various ways. For example, we may invite you to participate in a survey or special promotional program offered by a third party and your choice to participate in such a survey or promotional program will indicate your consent for us to share information with third parties in connection with the survey or promotional program. We also may disclose any Personal Information we collect with our affiliates. However, we will not disclose with our affiliates any Personal Information that is collected or used to determine eligibility for credit, insurance, or employment (such as a consumer report from a consumer reporting agency), except as permitted by law or to affiliates that provide services for us, unless we give you the right to ask us not to do so.

You will be given access to information we maintain on your name, your phone numbers, credit/debit cards you have registered with BuxBack, and any other preferences you have registered with us. You can correct any inaccuracies. Reasonable steps to protect the security of the Personal Information we collect about you will be taken and continuously evaluated for possible security enhancements.

The types of Personal Information in connection with the provision of our services to you that we gather and maintain is (i) Information you voluntarily provide to us; (ii) Information about your transactions with us or with others; (iii) Personal Information from merchants or other parties who do not participate in BuxBack; and (iv) Information obtained about you from others.

Requests to be unsubscribed or to opt out of marketing communications will be processed promptly. You may be included in the selection for additional newsletters and communications for a short period of time after you make your opt out request. We will take reasonable steps to verify your identity before granting access to your Personal Information. Protecting your privacy and security is of our utmost importance.

We may share information that is not personally identifiable to you ("Anonymous Information"), including aggregated demographic and statistical information, with our affiliates, partners, merchants, and others. None of this Anonymous Information can be linked by the recipient to any Personal Information that can identify you.

We may from time to time send special offers to you on behalf of selected companies that we think may be of interest to you. However, because we or our third party vendors (and not the selected company) would send such offers to you, it is not necessary to disclose Personal Information to the company in order to send these offers to you. We also may send you offers for goods or services sold by us or our affiliates, including in our e-mail newsletters, by e-mail or ordinary mail, or by telephone. We will allow you to choose not to receive these marketing communications from us by marking the checkbox located in the Account Info tab of your Member Account.

We may collect usage information ("session data") that is anonymous and not linked to you as an individual when you visit our site without logging in. We may use session data for a variety of reasons, including how our site is navigated, how many visitors arrive at specific pages, the length and frequency of stays at our site, the types of browsers and computer operating systems used by our visitors, and the Internet Protocol addresses from which our visitors connect to our site. When you visit our site and login, we may collect usage information ("persistent data") that will be linked to your User Name and password. We may use the persistent data for a variety of reasons, including, to monitor your use of our site in conjunction with your participation in one of our programs. Cookies placed on your computer by www.buxback.com can only be read by the www.buxback.com and only be read by the www.buxback.com web server. Two different types of cookies are used in our website:

- "Session cookies" – The cookies track the user's progression through our sites and session data in a single visit. They enable us to remember things as the user progresses from one page to another. Your session cookies are deleted as soon as you close your browser. In addition, if you leave your browser open for a prolonged period, they are set to automatically erase themselves after a short period.
- "Persistent cookies" – These cookies remember a user and the user's persistent data at the user's next visit to our website. Your persistent cookies are not automatically erased, and they remain on your computer until you erase them. (If you do not want these cookies to remain on your computer, you can erase them by following the steps for your specific browser). For members, we may use a persistent cookie to remember such things as your User Name, name, and other links that you clicked on while on the site.

You can instruct your browser to stop accepting cookies or prompt you before accepting a cookie from the sites you visit. BuxBack may also use a third party to place cookies on your computer to track and analyze non-personally identifiable usage and volume statistical information from our visitors and customers to administer our website in order to constantly improve the website quality. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. The main difference between the two is that clear GIFs are invisible on the page and are much smaller, about the size of the period at the end of this sentence. Clear GIFs are not tied to users' personally identifiable information. To help us improve visitor experience and manage site content, third party vendors and our site may utilize clear GIFs to track and analyze non-personally identifiable usage and volume information from our visitors and customers to administer our website or improve its quality. Our website may have links to other sites on the Internet that are owned by third parties or you may come to our website from a link on an external site. These other websites will have their own rules on privacy that you should review. BuxBack is not responsible for the privacy policies of other sites not operated by us.

We reserve the right to change, modify or add to this policy at any time, and to apply any change to Personal Information that we have already collected. You agree to visit our website, from time to time, to review the current policy and any Changes.

Last updated on June 2, 2010

Member Terms and Conditions

This BuxBack Member Agreement ("Agreement") governs the terms and conditions between Cash Back Strategies, Inc., doing business as BuxBack, and its affiliates ("we", "us" or "our") and an individual ("you" or "your"). By completing enrollment into buxback.com, you hereby accept the terms and conditions in this agreement ("Agreement") and may participate in the BuxBack Rewards Program ("Program") offered by BuxBack.

1. To become a member of and participate in our Program you must be an United States resident and of legal age and otherwise be able to enter into a legally binding contract, complete our enrollment process, and agree to the terms of this Agreement.
2. To participate in the Program, you must have a valid Visa®, MasterCard®, American Express® or Discover® payment card that is registered with us ("Registered Card"). You must register your payment card with us if you enroll directly in the Program or, if you are enrolled in a Program by your card issuer, employer or any other third party ("Third Party Provider"), that Third Party Provider will register your payment card with us.
3. You are responsible for registering a new payment card with us if your Registered Card is no longer valid. You must notify us if your name or e-mail address changes.
4. We provide you information about the Program, and you agree to receive, by posting such information on our website at www.buxback.com ("Website"). We may provide information or notices to you by other means, including e-mail, but we are not required to do so. You agree to visit our Website regularly to view any changes to this Agreement or other important information about your participation in the Program.
5. You are eligible to earn cash credits ("Rewards") on your Registered Card as provided in this Agreement when you use a Registered Card to make a purchase at a merchant that participates in the Program ("Participating Merchant"), such as, but not limited to, a restaurant, cafe, hotel, or service station. A minimum twenty-five dollar (US\$25.00) cash back balance must be accrued before crediting to member occurs. Credits to members' registered primary credit/debit card on file will occur fifteen (15) business days after the close of the month.
6. You will receive Rewards for a purchase at a Participating Merchant only if the business is a Participating Merchant on the date of the purchase. You will not receive Rewards for a purchase if our Website indicates that no Rewards are being offered or given for the type of purchase you made.
7. You will receive Rewards only for qualifying purchases at a Participating Merchant. Purchases with your Registered Card at a Participating Merchant may be qualifying only up to a specified dollar amount, or only if made during certain time periods on specified days. The Rewards that you earn may vary depending on a variety of factors, such as, but not limited to, the Participating Merchant, and your level of activity within the Program. Information on the type, amount and limits on Rewards, as well as on current Participating Merchants, is posted on our Website. You are responsible for reviewing this information before you make a purchase at a Merchant, as these details may change from time to time and may affect the Rewards you receive.
8. The Rewards may not be earned for qualifying purchases at a Participating Merchant when using coupons or discount cards or in combination with discount programs.
9. It is understood that if you enroll in the Program via a partnering charitable/fundraising organization, your cash credit will be automatically directed to that organization at the default allocation rate of one hundred percent (100%). You will have the ability to modify your allocation percentage through your online Member Account. We reserve the right to retain five percent (5%) of the monthly cash directed to a partnering charitable/fundraising organization as an administrative marketing and platform fee.
10. We reserve the right to require that you provide the receipt from the Participating Merchant for a purchase in order to receive your Reward for the purchase that displays the last four (4) digits of your Registered Card.
11. You are responsible for any tax consequences resulting from your receipt or use of Rewards under the Program. We may report Rewards provided to you to relevant tax authorities if requested by such authorities.
12. You agree that, (a) Any claim, dispute, or controversy between you and us, our subsidiaries, our affiliates, and/or any holder of this Agreement, or the employees, agents or assigns of any of them (collectively, "Cash Back Strategies, Inc."), arising from or relating to the Program, this Agreement (or any prior agreement between you and us), or the relationships that result from this Agreement ("Claim"), including but not limited to any tort or statutory Claim, and any Claim seeking monetary, equitable, or other relief will be, upon the election of any party to the dispute, resolved by neutral binding arbitration administered by the National Arbitration Forum ("NAF"), under the Code of Procedure ("Code") of the NAF in effect at the time the Claim is filed. Claims include past, present, and future Claims. Any arbitration hearing at which the parties appear personally will take place in San Diego, California within the United States federal judicial district. Rules and forms of the NAF may be obtained and all claims will be filed at any NAF office, www.adrforum.com or by calling 1-800-474-2371. (b) You and Cash Back Strategies, Inc. will each be responsible for paying its own fees, costs and expenses and the arbitration fees as designated by the Code. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement will be limited as follows: any arbitration proceeding under this Agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or any other proceeding involving multiple claimants. Only a court, not an arbitrator, may determine the validity of the preceding sentence. Cash Back Strategies, Inc. will not elect to arbitrate an individual Claim brought in a small claims (or equivalent) court, unless that Claim is transferred, removed, or appealed to a different court. The arbitrator will apply all applicable substantive law. (c) The decision of the arbitrator will be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. The parties understand that they would have had a right or opportunity to litigate disputes through a court, to have a judge or jury decide their case, and to participate in a class action or other proceeding involving multiple claimants, but they choose to have any disputes decided through individual arbitration. (d) You can reject the arbitration provisions in Section 12(a), (b), and (c) ("Arbitration Provisions") by providing us written notice, signed by you, within thirty (30) days of enrolling in the Program for the first time. Please send the written notice to Cash Back Strategies, Inc., 3525 Del Mar Heights Blvd. PMB 741, San Diego, CA 92130, Attention: Chief Compliance Officer.
13. You may cancel this Agreement at any time by providing notice to us. We may cancel this Agreement at any time, with or without cause, by providing you notice. We also may cancel this Agreement, or suspend your participation in the Program, immediately and without notice if (i) You do not perform your obligations under this Agreement, (ii) You provide us any false or misleading information, (iii) You engage in any illegal or improper transaction, (iv) You engage in behavior we deem to be abusive

to us, our employees, or to the Program, whether directly or indirectly, (v) You do not make a qualifying purchase at a Participating Merchant for over 180 days, (vi) a Third Party Provider requests us to terminate your participation in the Program or our relationship with a Third Party Provider terminates, or (vii) We terminate the Program. Some sections will survive cancellation of this Agreement.

14. All comments, feedback, and other information disclosed, submitted, or conveyed by you to us (collectively, the "Comments") shall be and remain our property and may be reprinted by us or others without your permission. Your provision of Comments to us constitutes an assignment to us of all worldwide rights, titles, and interests in all intellectual properties of the Comments. You warrant that: (i) Any use of Comments by us will not violate any right of any third party; and (ii) Any Comments are not libelous, unlawful, or obscene.
15. You agree that, (a) The Program is provided "as is" and, to the maximum extent permitted by law, we disclaim any express or implied warranties with respect to the Program, including any implied warranties of merchantability or fitness for a particular purpose. (b) BuxBack will not be liable for any damage that you may suffer in connection with your participation in the program, and unless the damage results directly from our failure to perform our express obligations under this Agreement. In no event will BuxBack be liable for any damage caused by any act or omission of a Participating Merchant, Third Party Provider or an Other Program Operator. (c) BuxBack will not be liable to you or any other person for any indirect, special, incidental, contingent, consequential, reliance or special damages (including lost profits) in connection with this Agreement or the Program, whether or not BuxBack has been advised of the possibility of such damages.
16. You agree to defend, indemnify and hold us and our subsidiaries, affiliates, successors and assigns, and our and their respective shareholders, directors, officers, employees and agents, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or relating to your alleged violation of this Agreement, use of the Website, or your improper participation in our Program.
17. If you joined one of our other Programs, you agree to pay us any program fees related to that Program that we charge, from time to time, in connection with such Program ("Fees"), along with all applicable taxes thereon. We may pay fees or provide compensation to Third Party Providers and others with respect to your participation in a Program.
18. You agree that we may provide to (and receive from) Participating Merchants, Third Party Providers, and the issuer of your Registered Card, information about you, your Registered Card and your participation in the Program, in connection with our operation of the Program, including in connection with determining your eligibility for Rewards and compliance with this Agreement, and requesting that you receive Rewards.
19. Participating Merchants, Third Party Providers and Other Program Operators are not our agents, and have no authority to take any action or make any commitments on our behalf. You and we are the only parties that may enforce this Agreement; there are no third party beneficiaries of this Agreement (except persons expressly included in some sections, who shall be included to enforce the provisions of those sections). The Website may contain links to third party services and resources. We do not control the availability and content of these third party Websites. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular third party service or resource that provides the content. The existence of a link to a third party Website does not constitute our endorsement or recommendation of the third party or the third party's Website. We disclaim all liability for any loss or damages arising from the content or provision of services of any third party service or resource. You must receive our prior written permission before creating a link to the Website. Any unauthorized links or false or misleading uses of the Website or our trademarks or service marks is prohibited. You may not use any robot, spider or other device to monitor Content on the Website.
20. We may establish an account on the Website for you ("Member Account") in which you can obtain information, from time to time, about your participation in our Program. Access to your Member Account at the Website requires you to use a login identification ("Login ID") and password ("Password") that you select. You agree to keep your Login ID and Password confidential and not share them with anyone else. We may treat any person using your Login ID and Password to have authority to access your Member Account and act on your behalf with respect to the Program.
21. We grant you a non-exclusive, non-transferable, limited right to access, display and use the Website, and all images, illustrations, designs, icons, photographs, software, video clips, and written and other materials ("Contents") on the Website, for your personal, non-commercial purposes. We also authorize you to download Content on the Website, subject to your agreement that: (1) you will not obtain any ownership or title to the Content; (2) you may use the Content solely for your personal use in learning about, evaluating, or participating in programs offered by us, and not for any commercial purposes; (3) you may not modify the Content, or sell, assign or transfer the Content to any person; (4) you may not reproduce, disclose, display or distribute the Content in any public or commercial manner; and (5) you will not alter or remove any copyright notice, proprietary legend or other notice contained in any Content. The Website as a whole, and all Content, is protected by copyright, trademarks, trade dress and/or other intellectual properties owned by or licensed to us, unless otherwise noted. The Website contains our service marks, including, but not limited to BuxBack®, Community Cash Back®, BuxBack Rewards®. All rights in the intellectual property relating to the Website and any Content are reserved, and you agree not to take any action to register or otherwise interfere with or challenge any intellectual property rights relating to the Website or the Content.
22. You agree not to, (1) disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked web Websites; (2) disrupt or interfere with any other person's access, use or enjoyment of the Website or affiliated or linked web Websites; (3) upload, post or otherwise transmit through or on the Website any viruses or other harmful, disruptive or destructive files; (4) use or attempt to use or access another person's account or personal information, or create or use a false identity on the Website; (5) attempt to obtain unauthorized access to the Website or portions of the Website which are restricted from general access; and (6) violate any local, state or federal laws or regulations that apply to your access to or use of the Website.
23. This Agreement is binding upon you at the time you enroll, or are enrolled by a Third Party Provider, in a Program. We may, from time to time, change this Agreement (including any Rewards available under a Program) and information provided on the Website (the "Information"), by adding, modifying or deleting any term or condition ("Changed Term"). A Changed Term will be

effective upon posting to our Website, although we may provide you notice by other means. We reserve the right, at our sole discretion, to modify, add or remove ("Change") any portion of this Agreement in whole or in part, at any time without notice. Changes in this Agreement will be effective when posted on the Website. Your continued use of the Website after any Changes to this Agreement are posted will be considered acceptance of those Changes. We may terminate, change, suspend or discontinue any aspect of the Website, including the availability of any features of the Website, at any time. We also may impose limits on certain features and services or restrict your access to part or all of the Website without notice or liability. While efforts have been made to make the Website helpful and accurate, we do not warrant the accuracy of the Information. We do not provide a warranty regarding virus-free use of the Website or use of any Content downloaded from the Website. The services provided by us with respect to the Website and all content on the Website are provided "as is" and, to the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranty of merchantability and fitness for a particular purpose and any warranty that the services supplied under this agreement are of a reasonably acceptable quality. We do not warrant that functions contained on the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website, content or the server are free of viruses or other harmful components.

24. You acknowledge, by your use of the Website, that such use is at your sole risk and that we will not be liable for any damages, including without limitation direct, indirect, special, incidental, contingent, consequential, reliance or special damages, losses or expenses arising in connection with your use of the Website, whether or not we have been advised of the possibility of such damages. We will not be liable for unauthorized access by third parties to your transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of your network, systems, applications, data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method. These limitations of liability shall apply, to the fullest extent permitted by law, regardless of the form of action, whether in contract, or tort, and shall survive failure of an exclusive remedy.
25. You agree to the terms of our Privacy Policy by using the Website, as posted on our Website from time to time and understand the terms of the Privacy Policy are hereby incorporated into this Agreement. Our Program Privacy Policy describes the types of information that we may collect when you visit the Website and how we may disclose that information.
26. If any part of this Agreement is unenforceable, such part will not make any other part of this Agreement unenforceable, except that if the part of the Arbitration Provisions prohibiting arbitration involving a class action or multiple claimants is unenforceable, the entire Section 12 shall be unenforceable.
27. You may not assign your rights under the Agreement or in the Program without our prior written consent. We may assign this Agreement, or any or all of our rights in the Program, without notice to you.
28. Any waiver by us of our rights under this Agreement must be in writing and signed by us. However, a waiver of a right by us in one instance will not limit our ability to enforce the right in another instance.
29. This Agreement, and the relationship between you and us, shall be governed by the laws of the State of California, without regard to choice of law principles, except that Section 12 shall be governed by the Federal Arbitration Act and not California law.

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