



## Rewards Program Terms & 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](http://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 You are responsible for registering a new payment card with us if your Registered Card is no longer valid.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](http://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](http://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., 12625 High Bluff Dr, Suite 203, San Diego, CA 92120, 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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