



## Dauids Bonus Bucks Program Terms & Conditions

The Davids Bonus Bucks program ("Davids Bonus Bucks") is owned and operated by David's Financial Corp. ("the Company") Davids Bonus Bucks is provided subject to compliance with the terms and conditions of this member agreement ("Member Agreement").

Please read this Member Agreement carefully before accessing or using the Davids Bonus Bucks loyalty program. By accessing or using the Davids Bonus Bucks, you agree to be bound by the terms and conditions set forth below. Completion of the registration process for your key tag or accessing and using Davids Bonus Bucks website constitutes your acceptance of the terms contained herein. Membership is contingent on the approval by the Company of a Member application. You acknowledge and agree that this Member Agreement is a legally binding contract between you and the Company. The Company may modify the terms and conditions in this Member Agreement, in its sole discretion, as described below. By completing the registration process and by the Company's approval, you become an authorized user of the Davids Bonus Bucks (a "Member"). Member agrees to periodically review the Member Agreement for subsequent modifications to the terms contained therein.

### 1) Eligibility

- a. Membership in Davids Bonus Bucks is free or as otherwise specified upon registration.
- b. Davids Bonus Bucks is limited to one account per individual.
- c. Automated services, scripts, or other machines are not eligible.
- d. Each Member must be 18 years of age or older to be eligible for membership in Davids Bonus Bucks.
- e. Each member must be a legal resident of the United States of America to be eligible for membership in Davids Bonus Bucks.
- f. Membership in the Davids Bonus Bucks Program is personal to the Member and is not transferable to their estates, successors or assigns.
- g. Membership in the Davids Bonus Bucks Program may not be combined or merged among other Member accounts.
- h. Employees of David's and its related companies are ineligible to participate in the Davids Bonus Bucks program.

## 2) Member Registration Obligations

a. **Equipment.** In order to access and use Davids Bonus Bucks Web site, Member needs computer equipment and telecommunications access necessary to connect to and access the World Wide Web. Member must provide, at Member's own expense, all equipment, all services (including, where applicable, telephone service) and all related third-party service fees (such as ISP charges) necessary to access Davids Bonus Bucks point information outside of the David's retail locations. Company shall not be responsible for any charges or costs incurred by Member in connection with any such equipment or services required to access the Davids Bonus Bucks Program.

b. **Registration Data.** In consideration for the use of Davids Bonus Bucks and its benefits, Member agrees to provide to the Company and its third-party partners true, accurate, current, and complete information as required by the membership application process completed at any David's retail location (the "Registration Data") and agrees to maintain and promptly update the Registration Data as necessary in order to keep it true, accurate, current and complete. If Member provides any information that is untrue, inaccurate, not current or incomplete, Company may suspend or terminate Member's account immediately, without notices, and may refuse Member all current or future use of the Davids Bonus Bucks Program.

c. **Taxes:** Any liability for federal, state, or local income taxes regarding the earning or redemption of points is the sole responsibility of the member and not the responsibility of the Company.

## 4) Program Terms

a. Members will accrue points for selected transactions and/or purchases made at any David's retail location. Points will accrue based on either the fee charged for the transaction or for a set number of points per transaction as detailed in the table below:

<b>Service Category</b>	<b>Points Earned</b>
Check Cashing	20 points per \$ Fee Paid
Money Transfer	5 points per \$ Fee Paid
Money Orders	15 points per transaction
Utility Bill Payment	10 points per transaction

EPFT	10 points per transaction
Transit Fare	10 points per transaction
Phone Cards	10 points per transaction
POB	10 points per transaction
Debit Card	20 points per transaction

Certain transactions such as ATM withdrawals, coin exchange and Lottery tickets will not count toward these point accruals. Member accounts may be debited to reflect and reversed transactions.

b. Points may be redeemed at any David's retail location for fixed denominations of cash in the following denominations:

Points Accrued	Cash Redemption Available
12,500	\$5
25,000	\$10
50,000	\$20
125,000	\$50
250,000	\$100

In order to redeem points for cash, Member must:

1. Have enough points accrued to meet the redemption levels defined above
2. Present valid keytag
3. Have current information on file in their account
4. Agree to surrender accrued points from their account in exchange for cash redemption
5. Accept receipt issued as release from any further liability by the Company for points redeemed

c. Points Expiration: Effective January 1, 2016 and on each January 1<sup>st</sup> thereafter, 50% of all unredeemed points from previous calendar year will expire and be forfeited. Account balances will be adjusted and new balance of remaining points will be reflected on customer's next transaction receipt.

#### 5) Program Changes

The Company reserves the right to change the Davids Bonus Bucks rules, regulations, rewards and special offers at any time without prior notice.

## 6) Program Communications

a. Member agrees that he/she shall receive personalized newsletters, information and offers from the Company and/or its partners ("Partners") or as otherwise specified by the Company via electronic mail, the Internet, physical mail, SMS text messages and other communications in any media for promotion purposes.

b. Wireless Policy - by opting-in you are providing consent to use personal information to provide the services you have requested. Your provider's Message & Data Rates may apply to our confirmation and all subsequent SMS messages. You may opt-out and remove your SMS information by sending "STOP", "END", "CANCEL", "UNSUBSCRIBE" or "QUIT" to the SMS text message you have received. If you remove your SMS information from our database, your number will no longer be used for secondary purposes, disclosed to third parties and used by us for third parties to send promotional correspondence to you.

The use of members' personal information is governed by our Privacy Policy. To view our Privacy Policy visit [www.davidsfinancial.com](http://www.davidsfinancial.com) or call toll-free at 1-888-268-2330.

c. Member acknowledges that he/she may not be eligible to receive certain offers. If Member is sent or receives an offer in error, the Company reserves the right to refuse the Member the offer.

## 6) Proprietary Rights to Content

a. Member agrees that title, ownership rights and other intellectual property and proprietary rights in Davids Bonus Bucks shall remain with the Company.

b. Member acknowledges that the content included in any Davids Bonus Bucks marketing collateral - including but not limited to text, sound, photographs, graphics, software or other material contained in either Davids Bonus Bucks, advertisements, offers, electronic mail communications, services or software - is copyrighted by the Company under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by the Company. Such content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the express prior written permission of the Company, with the sole exception that one copy of any necessary software that may be provided by the Company may be downloaded onto a single computer for Member's personal, noncommercial use. Member must abide by all copyright notices, information, or restrictions contained in or attached to any such content.

c. Member may use Davids Bonus Bucks' content, service or software only as expressly authorized by the Company.

d. All submissions, including those containing creative material, made to Davids Bonus Bucks or to the Company are the sole property of the Company.

#### 7) Member Conduct

a. Member agrees not to use Davids Bonus Bucks to: Violate any local, state, national or international law; Stalk, harass or harm another individual; Collect or store personal data about other Members; Impersonate any person, or otherwise misrepresent Member's identity; Interfere with, disrupt or violate the terms and conditions and operating rules of Davids Bonus Bucks or servers or networks connected to Davids Bonus Bucks; or disobey any requirements, procedures, policies or regulations of such networks; Interfere with another Member's use of Davids Bonus Bucks; Attempt to gain unauthorized access to Davids Bonus Bucks, or to other accounts, computer systems or networks connected to Davids Bonus Bucks; Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features; Use Davids Bonus Bucks to conduct illegal activity or to solicit the performance of illegal activity or other activity that infringes the rights of others; Resell or otherwise generate income by providing access to Davids Bonus Bucks to others.

#### 8) Termination

a. This Member Agreement, and your account, may be terminated as follows:

By Member. Member may terminate membership in Davids Bonus Bucks with or without cause at any time by writing to the company at

David's Financial Corp.  
Bonus Bucks Program  
3015 Third Avenue  
Bronx, NY 10455.

By The Company. The Company may terminate this Member Agreement, Member's password, account in Davids Bonus Bucks in its sole discretion, effective immediately and without prior notice, for any reason, including, without limitation, failure to provide accurate Registration Data, lack of use, or if the Company believes that Member has violated or acted inconsistently with the letter or spirit of this Member Agreement. The Company reserves the right to end Member's Davids Bonus Bucks Program membership immediately and without notice.

b. Effect of Termination. Upon termination by either Member or the Company: Company may immediately deactivate or delete Member's account and all related information and files and/or bar any further access to such files.

Member's right to use Davids Bonus Bucks ceases immediately. Member agrees to forfeit any unredeemed Davids Bonus Bucks points upon termination. Should Member object to any of the terms or conditions of this Member Agreement or any subsequent modifications thereto or become dissatisfied with Davids Bonus Bucks, Member's only recourse is to: Immediately discontinue use of Davids Bonus Bucks, and properly terminate membership in Davids Bonus Bucks program. Member agrees that the Company shall not be liable to Member or to any third party for any termination of Member's account or Member's access to Davids Bonus Bucks.

#### 9) Modifications to Terms & Conditions

a. The Company reserves the right to modify Davids Bonus Bucks or this Member Agreement at any time without prior notice. It is a Member's responsibility to review from time to time and stay familiar with this Member Agreement. While the Company reserves this right, it will attempt to notify Member of any such material changes to the Member Agreement by posting such changes on the Davids Bonus Bucks Web site.

b. The Company may discontinue, add to or revise any or all aspects of Davids Bonus Bucks in its sole discretion and without notice, including access to any support services, publications and other products or services ancillary to Davids Bonus Bucks or membership.

c. If Member objects to any changes, Member's sole recourse shall be to cease using Davids Bonus Bucks. Member's continuing use of Davids Bonus Bucks after notification of any such change(s) constitutes conclusive evidence of Member's acknowledgement of the modification to this Member Agreement and Member's agreement to be bound by such change(s).

d. Any new or additional features of Davids Bonus Bucks shall be subject to this Member Agreement, its terms remaining in full force and effect. The Company's interpretation or application of the Terms and Conditions, and determination regarding Bonus Points earned will be binding on Bonus Bucks Members.

#### 10) Warranties

a. The Company makes no warranty with regard to any products, services, or gifts obtained by Members through Davids Bonus Bucks.

b. No advice or information, whether oral or written, obtained by a Member from the Company or via Davids Bonus Bucks shall create any warranty not expressly made herein.

c. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. LIMITATIONS OF LIABILITY. IN NO EVENT, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE COMPANY OR ANY OF ITS THIRD PARTY SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, DELAYS, INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER FORESEEABLE OR NOT AND EVEN IF DAVID'S FINANCIAL CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) Use and Storage. Member acknowledges that the Company may establish general practices and limits concerning use of Davids Bonus Bucks, including, without limitation, the maximum number of days that information, data, account history or other uploaded content will be retained by Davids Bonus Bucks, the maximum disk space that will be allotted on Company's servers on Member's behalf, and the maximum number of times (and the maximum duration for which) Member may access Davids Bonus Bucks in a given period of time. Member acknowledges that Company reserves the right to terminate accounts that are inactive for an extended period of time, as determined by the Company in its sole discretion. Member further acknowledges that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Member agrees that the Company has no responsibility or liability for the deletion or failure to store any information or data and other communications or other content maintained or transmitted by or through Davids Bonus Bucks.

## 12) Trademark Information

- a. Davids Bonus Bucks name, design and related marks are trademarks of David's Financial Corp.

November 2015