

“Cashback Express” Website - Terms & Conditions

1. Hello and welcome to "**Cashback Express**" (hereinafter, and for brevity, referred to as "the site" or "we").
2. The Cashback Express website offers a service that allows members to earn cash back on purchases made at various online shops through a simple and easy process. Through the site, members (hereinafter, and for brevity, referred to as "users") can search through deals in various categories and services and perform a purchase, while receiving money back.
3. The site is operated by Cashback Online Co. (hereinafter, and for brevity, referred to as "**site owner**"), under site name www.cashback.co.il.
4. We hereby present you with the site's terms and conditions, holding the site's terms of use (hereinafter, and for brevity, referred to as "**terms**"). By enrolling as a member in the Program, or by utilizing Cashback Express' in any way, including but not limited to sign-up or request of cash back, you agree to be bound by this Agreement. Note that any breach of the site's terms may result in legal or other consequences.
5. Please read this member agreement carefully and make sure to follow through with it. Should you disagree with one or more of the conditions stated here, you are hereby asked not to make any use of the site or it's offered services. Continuing to use the site and\or it's offered services, means you agree to all that is stated in this document.
6. The site has the right to change and\or update this document from time to time, in order to align with site updates and changes and\or any other changes to the exclusive discretion of the site or site owner. It's recommended to revisit this document from time to time in order to stay up-to-date with any modifications. The last effective date appears at the bottom of this document.
7. Any questions, comments or concerns regarding the terms or any other subject are welcome. Feel free to contact us through the Support section of the site.
- A. **Use of Cashback Express website**
8. Cashback express is intended for individual end consumers, who wish to save money and receive cash back as a result of their purchases through site referral. The site is intended for **personal use only**. No person or organization may use, or reproduce in any form, any part of Cashback Express for commercial purposes. Any reproduction, duplication, distribution, publication, modification, or transmission of material from this site is strictly prohibited. Material covered by this prohibition includes, but is not limited to, any text, graphics, logos and photographs. Business owners wishing to make commercial use of the site, including promotion of ecommerce websites or collaborations, can contact us via the contact page or contact details provided at the end of this document. Any unauthorized commercial or business use, or any other use not in line with this document is a severe breach of these terms of use and will result in immediate legal action.
9. Use of the site is limited to individuals who are 18 years of age or older, and only in accordance to the rules and terms specified in the document. There will be no use of the site other than for the uses or services the site is offering.
10. Users hereby commit to refrain from the following (all or some):
 - 10.1. Impersonating any person or entity using the service.
 - 10.2. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service, other users' computers, or access to or functionality of the Cashback Express Site and Features.
 - 10.3. Distribution of spam emails or flooding the site's servers with any other content.

- 10.4. Reverse engineering, decompilation, disassembly, copy or otherwise derivat the source code of Cashback Express' Applications for any reason. You may not rent, sell, or sublicense Cashback Express' Applications without Cashback Express prior written consent. The same is said for both hardware and software being used to provide services through Cashback Express.
- 10.5. Any form of abuse to copyrights, trademarks or any other Proprietary rights appearing on site.
- 10.6. Publishing the services, or part of the services, or any part of the site, within the frame of another website, or as part of another website, or as a part of a service being offered, without the specific and written consent of the site owner.
- 10.7. Use of any bot, computer worm, information search or retrieval engine, or any automated or manual tool designed to index, retrieve or locate data in a service and\or the site, or any other said tool meant to expose the site's database infrastructure and\or code.
- 10.8. Disrupt or interrupt services and\or site in any way, including the disruption to operation of servers and\or networks which are connected to our services and\or site, or networks connected to them.
- 10.9. Make any illegal use of the site.
- 10.10. Without detracting from the generality of the aforesaid, you hereby commit not to use the site and\or the services offered on it for purchase and\or distribution of alcohol and\or illegal\prescription drugs and\or pornography and\or gambling related activities and\or illegal games (including any funds received through gambling\illegal games) and\or any other activity forbidden by the site.

B. The cash back program

11. Cashback Express enables site users to receive a certain percentage of money back on purchases they make online, from businesses that are published on site. These businesses are websites and shops worldwide offering services and products in a variety of areas, available for online purchase on a website managed and operated by them (hereinafter, and for brevity, referred to as "**publishers**" or "**publisher**").
12. The process of receiving the cash back (Cashback), is short and simple. All the user has to do is sign-up to the site, search or browse the site for the product or service relevant to them, and click the button transferring them to the store.

Please note! In order to be able to enjoy the service, you should make sure cookies are enabled on the browser you are using. A user with cookies disabled cannot be "recognized" as our customer on the retailer site and therefore will not be eligible to receive cash back.

13. Cash back rates vary from business to business and rely on the arrangement made with the publishers and at the sole discretion of the site owner. You can find this rate on the ads on site, on each retailer's profile.
Please note that the amount out of which cash back is calculated is the net sale amount, after conversion to USD by a fixed exchange rate, updated each week, and **does not include taxes, VAT, fees, delivery costs, gifts, discounts or vouchers, refunds, cancellations, and extended warranty** (hereinafter, and for brevity, referred to as "**the amount of eligible transaction**").
An example of how the amount of eligible transaction is calculated: As and when a user makes a purchase of a product at a cost of \$100, with a cash back rate of 5%, out of which there's a delivery cost of \$5, the amount of eligible transaction will be \$95 and the cash back amount will be \$4.75. It is hereby clarified that the rate of cash back given is subject to change, and may be updated by the site, even without notice, on certain occasions.
14. Once the transaction performed on the advertiser's website has been made and completed effectively, and subject to the provisions of this document and on-site instructions, the user will be able to see the cash back eligibility added to their account.
Realization of cash back and it's actual payment will occur providing the following cumulative conditions:
 - Advertisers have effectively made the cash back payment to Cashback express

- The user has accumulated an amount of \$50 or more, appearing on their account in "Approved" status (hereinafter, and for brevity, referred to as "**the accumulative cart**").
15. Should any of the aforementioned fail to occur, the user will not be entitled or eligible to any payment and will not have any claim or allegation on this regard.
16. Cancellation of transaction, item return or exchange may block cash back eligibility for that transaction.
The entire process of purchase, exchange or transaction cancellation will be done directly with the business where the product\service was purchased and not with Cashback Express.
17. To dispel any doubt it is hereby clarified, that Cashback Express is a mediator passing on a part of a payment it receives from advertisers to its users.
Only upon actual receipt of cashback for the transaction made from the business, is the payment passed on to the end user, with accordance to the cash back rate as advertised at the time of the transaction.
In the case of no funds received from the advertisers, for any reason, Cashback Express will not make a payment to users for cash back eligibility accumulated for transactions made on the site and their cash back eligibility will be annulled.
18. Without derogating from the aforesaid, a user may not be eligible to cash back, among others, for the following reasons:
- 18.1 The user has failed to remove blocking of cookies on their browser, or for any technical reason preventing the site, or anyone on their behalf, from recognizing the transaction made by the user;
- 18.2 The user has failed to perform the transaction through Cashback Express' referral to the advertiser's website (for instance, by keeping a pre-existing shopping cart on the advertiser's website and making the transaction at a later time, not through the advertiser's website);
- 18.3 The user made a transaction not through Cashback Express' referral to the advertiser's website; The user has used a coupon\discount provided by another site\service at the time of the purchase;
- 18.4 Products\services which the advertiser's website does not enable cash back receipt for.
19. Cashback Express and\or anyone on its behalf reserves the right to stop activity on the site and\or annul cash back, at any time, for any reason and even for no reason or explanation, to its sole discretion, as well as for one of the following reasons:
- Should it turn out any illegal activity is or was occurring on site, or any concern should arise for such activity.
 - Any act, or a concern for an act, or lack thereof, causing or likely to cause harm to Cashback Express or any third parties, including company customers and advertisers.
 - In any case where false or inaccurate information was provided at the time of sign up to the site.
 - In the case of use of the site for commercial purposes.
 - In the case of a technical fault due to force majeure and\or other causes out of the site's control.
 - In any case where Cashback express did not receive the cash back from the advertiser.
 - In the case of the selling and\or transferal of the site.
 - In any case of an action made not in line with these conditions.

C. **Realization of cash back**

20. Subject to the compliance of each of the eligibility terms, in accordance with these aforementioned and hereinafter terms of use (including the accumulative cart, as aforementioned defined), the user may realize the cash back and receive it directly into their bank\Paypal account within 5 business days.
21. **Parts of the cash back cannot be realized. A user realizing the cashback will be required to realize the whole amount of cashback to their name.**

22. Cash back realization will be made through submitting a request and filling out a suitable form through the user's account on site.

D. Products\services appearing on site

23. On Cashback Express you can find various products and services, being offered for sale by shops and businesses worldwide, through the world wide web.
24. Cashback Express makes the site available to the advertisers as a platform to display and sell their products and services, with different selling methods and through their own dedicated website. Conditions for cash back eligibility, as provided by the advertisers, can be found on each and every product selling page.
25. **Cashback Express does not sell and\or provide the products\services displayed on site.**
26. **Cashback Express is not responsible or liable for the products\services displayed on site or offered for sale by the advertisers, nor for their quality, condition, fit, compatibility or delivery.**
27. It is hereby clarified, that all information and details regarding advertisers, including such about products and services offered by them, are advertised solely on behalf of the advertisers and not on behalf of the site or the site owner. The site cannot vouch for their content, and will not be held liable for any violation of commitment or declaration made by any of the advertisers and will not be a party in communication between users and advertisers.
28. **Therefore, it is advisable site users conduct their own review prior to connecting with any of the advertisers or relying on information advertised anywhere else on site, inasmuch as the aforementioned, the site cannot and does not presume any responsibility for the information and\or business and\or service and\or goods advertised on site, neither for their quality, nor for their content.**
29. It is hereby clarified that collaborating with the advertisers or advertising them on the site does not mean that the site or any of whom on their behalf recommends the advertisers or products\services being offered for sale by them or encourages purchase of the latter. Users should perform their own inspection, as reasonable consumers, prior to connecting with any of the advertisers or purchasing their products\services.
30. The products and services displayed on site, are represented among other things, by images sent to us by the advertisers. It is hereby clarified, that the images are for illustration purposes only and there may be differences between the image and the actual product\service being sold. The quantity of items offered for sale is changeable and subject to change to the discretion of Cashback Express and\or the businesses, according to demand or any other reason. Therefore, Cashback Express is permitted and so are the businesses, to increase or decrease the quantity of inventory offered for sale, but are not obligated to do so.
31. The products' details, description, and any other information regarding the products, their price-list price included, are provided by the advertisers and are under their responsibility. Cashback Express does not and cannot supervise the information and it's validity. All responsibility for the information, it's quality and credibility lies on the advertisers and Cashback Express will have no responsibility or liability of any kind regarding this information.
32. Users are asked to carefully inspect each business' return and\or cancellation policy and make a purchase only once made sure to have understood this policy. The fact of use of Cashback Express does not change, add to or derogate from the advertiser's product return policy and Cashback Express has no liability to that regard. Please note businesses may reside in different locations that may be subjected to different laws or regulations.

E. Disclosure of details and site registration

33. In order to be able to enjoy cash back, users must beforehand register to the site. Disclosure of information out of the good will of the user and is a condition to receiving cash back.
34. For the purpose of registering users will be asked to fill in a registration form asking for the following details: first name, surname, email address and choice of password, alongside other

identifying details. In order to complete the cash back process on the site you must enter your Paypal or bank account details.

35. It is hereby clarified that these details must be filled out correctly, accurately and honestly. Use of fake and/or false and/or partial and/or someone else's details will result in termination and removal of the account and annulment of eligibility to any cash back- this without any advance notice or notification.
36. Cashback Express reserves the right to initiate legal proceedings, civil or criminal, against a user providing false\incorrect details, hence disrupting the sale process.
37. Any account activity is to the sole responsibility of the user. The site may prevent the user from accessing the site and/or their account at any time at site's sole discretion and will not be held liable for doing so. Furthermore, the site may remove any information and/or content or refrain from advertising it at it's discretion and without notice.

F. Surfers comments and reviews

38. The site enables users to post comments and/or reviews\critiques and/or recommendations regarding the products and/or advertisers, including on the advertisers' pages.
39. At this point, posting of comments to the site is done using the Facebook social network platform (www.facebook.com), by identifying the user as a Facebook profile owner.
40. Any comment written by users will appear with their name and alongside their photo as it appears on the Facebook website, both on site and on their personal profile on the Facebook website and is public to all surfers on the site and to all surfers permitted to view this content on the Facebook website. This information, as well as other identifying information the user chooses to publish on the site will be accessible to other users who may choose to collect and store this information and use it in order to communicate with the user.
41. In the future, users will be able to post comments using their site username in addition to their Facebook profile.
42. Surfers wanting to add comments and/or recommendations as the aforementioned are committing that any content they choose to post is according to applicable law, and will not include one or more of the following:
 - Any false or misleading content or one that may be viewed as such;
 - Any libel content, compromising a person's privacy or reputation;
 - Any bothersome, offensive, hostile, threatening, intimidating or rude content, or one the may be viewed as such;
 - Any content containing personal attacks;
 - Any content containing unloading of frustration, offensive language, incorrect or inappropriate language.
 - Any content containing sensitive business information, company secrets, copyright protected or otherwise classified information.
 - Any pornographic or sexually explicit material;
 - Any content to do with minors and their identity, personal information or address or ways of communicating with them.
 - Any content containing or encouraging racism or wrongful discrimination based on a person's race, origin, skin color, ethnicity, nationality, religion, occupation, sexual preference, physical or mental disability, belief, political view or soci-economic status.
 - Any content that may encourage the committing of a criminal offence, or may be base for a lawsuit or civic duty;
 - Any content that may be misleading or deceptive to consumers;
 - Any content violating or compromising another person's proprietary rights- including copyrights and trademarks;
 - Any content of commercial or advertising nature;
 - Passwords, usernames and other details, enabling the use of computer programs, digital files, websites or services that require, or do not require registration or payment, as the aforementioned;
 - Any content not abiding with accepted terms of internet etiquette or one that may harm or offend internet users in general, and site users in particular;
43. It is hereby clarified, that in the case of inclusion of any of the aforementioned forbidden components, or due to any other reason the site sees fit, the site may, at it's sole discretion, edit or

remove the content posted to the site, partially or in full, this without derogating from the aforesaid and the user's liability, and without it coercing the site to do so.

44. It is hereby clarified the content posted by surfers through the Facebook platform will be removed as per necessary only from the website. Surfers who wish for their content to be removed from company page on the Facebook platform must contact the site and request for us to do so. upon the request, it is to the site's discretion to decide whether or not the aforesaid content should be removed.
45. Users grant the site with irrevocable permission to make any use of the content posted by them, at the sole discretion of the site owner, which may include copying, editing, publishing, broadcasting and/or publicly performing them on any existing or future media.

G. The "Refer a Friend" Program

46. In order to encourage surfers to be familiarized with the site, the site operates the "Tell a Friend" program (hereinafter, and for brevity, referred to as "**the program**"). Within the program, the site enables users to share a designated link (appearing on their profile page on site) with their friends. If and when friends use the link to go on the site and effectively register, the user's account will be credited \$2 for each new joining member who receives their first cash back (hence making a purchase and receiving cash back for that purchase).
47. It is hereby clarified that the program applies only to users who have used it in good faith and did not make or attempt any manipulation believed by the site to abuse and/or take unjust advantage and/or make any use that the site believes to be unreasonable of the program.
48. Cashback Express may withhold payment from users failing to have used the program in a manner it believes to be good faith.
49. Cashback Express may change or stop the program at any time, to its sole discretion.

H. Absolve of site liability

50. Surf and use of the site is at the sole responsibility of users.
51. Cashback Express is a mediator providing a platform for advertisers who wish to offer their services and products and enables users to receive cash back on their purchases through the site's system. In this manner, the site is merely a channel between advertisers and users.
52. The site does not provide any of the services or products offered to the surfers by the advertisers and will not be a party in any future communication with advertisers or suppliers, should there be any.
53. The site, or whomever on their behalf, shall not bear any liability for any damage and/or loss of any kind, caused to users due to use of information, content, services and/or links displayed on site and/or products or services purchased from the advertisers on site and/or by compatibility of services offered by the site with their personal computer and/or any other device and/or damages, faults, and/or malfunction of software, servers, or any service provided by a third party the site is reliant upon.
Users are asked to consider the aforementioned when relying on content appearing on site or services provided by it.
54. Users who believe to have suffered any damage and/or loss or any other claim from products and/or services purchased from advertisers, are asked to contact the advertisers, whom hold the sole liability to any kind of issue regarding the products and/or services that were sold through them, within the scope of which their nature, quality, delivery or compatibility of products or services.
55. The site recommends once more, that site surfers conduct their own inspection as cautious and reasonable consumers prior to communicating to whom of the advertisers, or relying on any information appearing anywhere else on site.
56. Content posted by surfers as comments at designated spaces on site only reflects the personal opinion of users and does not reflect site's opinion or whomever on its behalf. It is hereby clarified that the site will not be held accountable to this content. the site does not and cannot verify any details and/or descriptions and/or comments and/or reviews and/or data, nor the credibility of content independently posted to the site by users. The sole responsibility for content posted to the site by users and any consequences due to it, applies to users alone.
57. Moreover, the site will not be accountable for any damage or loss due to compatibility of services offered by it with the users and/or the site's compatibility with their personal computer and/or any other device and/or damages, faults or malfunctions to software, servers, or any service provided by a third party the site is reliant upon for its operation. Surfers are asked to consider the aforementioned when relying on content appearing on site or services provided by it.

58. The site does not commit to keeping any backup of content stored and/or appearing on site. Furthermore, the site may halt the operation of the site or parts of it, in order to perform maintenance, updates or upgrades, or for any other need and will not be held liable to any damage caused as a result of the above.
59. The site does not guarantee that services provided on site aren't interrupted, are continuous and/or immune to illegal access of the company's computers, damages, malfunction, faults or failures to hardware, software or communication lines being used by the company or whomever of it's suppliers or any other form of harm to them. The site owner and/or whomever on their behalf will not be held accountable to any damage, direct or indirect, caused to users due to the above.

I. Notification and removal of content

60. All content and material on site regarding the advertisers and their products, is being published on site in accordance with the advertisers' declaration that they are true and that the information does not breach any rights of a third party. The site cannot and does not verify the validity of this declaration.
61. The site disclaims any liability to any damage or loss caused to a third party as a result of any breach of rights consequent upon any content submitted to the site by whomever of the advertisers or upon any content posted to the site by users.
62. If and when you believe that content posted on site is in breach of your rights, you may contact the site through the 'contact us' page, and specify what that breach is. If and when you apply, please include a link to the page in question, alongside an email address and other details needed in order to get in touch with you, if necessary. Without the aforementioned details, we will not be able to look into your claim. The site owner will work, to the best of their ability, to look into your claim as soon as possible and will handle it as they see fit and according to applicable law.

J. The site's privacy policy

63. Cashback Express respects it's users' privacy and protecting it is an important goal, standing before our eyes at all times.
64. Upon registration, you are required to provide personal details and identifying information about yourself. These details, alongside additional non-personal nor identifying information about users gathered through their use of the site, will be stored in the website's database. In case you are not interested in specific information about you will be kept, you are hereby requested not to provide your personal information and/or refrain from using the site.
65. Moreover, you may contact the site at any time and ask for your details to be removed from the database.
66. The site will not share this information with a third party without the consent of the provider, Except for instances corresponding with the terms of this document and/or according to applicable law and/or to respond to any judicial order.
67. Upon providing your details to the site, you hereby agree that the site, or whomever on it's behalf, may contact you, whether by email or by other means of direct mailing, and offer you promotional material about products and/or services and/or promotions and/or site or it's affiliates' activities and any other information believed by the site to be of interest to you. The user has the option, at any time, to be removed from the distribution list these messages are being sent to and/or the site's database.
68. In addition, the site reserves the right to make use of the information collected in order to supervise, monitor, update, improve draw conclusions and for statistical purposes.
69. It may be that under certain circumstances the site will use "cookies", that are small files sent to your computer. These means are necessary in order for the site to operate well, inasmuch to collect statistical data regarding site use, to verify details, to accustom to site to your personal preferences and for data security purposes. Please note, that if you are not interested in receiving "cookies" or if you are not interested that the site collects information about you, you can change the settings of your web browser or alternatively stop using the site.
70. The site is taking different steps to maintain the security of the data it stores and the users' privacy. However, the site cannot guarantee absolute and total protection nor that the information isn't exposed by a deliberate or malicious act against the site. If you are not interested in information about you and/or your use of the site being kept, you are hereby requested not to make use of the site.

K. Intellectual property

71. Copyrights and other intellectual property rights on this site and the content included in it, including in texts, site design, its pagination, graphics, photographs, illustrations, the site's logo, name, the technologic knowledge required for its operation, its applications, computer codes and/or any other material included in it belong to the site alone.
72. Copyrights for images and material provided by advertisers, belong to them.
73. No commercial use of this content is allowed, without the written consent of the site or the service provider owning the rights. You may not reproduce, duplicate, publish, distribute, publicly perform or make public, broadcast, copy, sell, trade or resell or display any part of this website, including within a frame, without the aforesaid written consent of the site and/or the suppliers respectively.

L. Contact

74. The site staff will be happy to assist you with answering any question you may have regarding these terms or any other issues.
75. If and when you wish to contact us, at any concern, you may do so by writing us through the 'contact us' page.

M. Miscellaneous

76. The site may change the terms of use at any time, without notice.
77. Without derogating from the site's right to initiate legal proceedings, the site reserves its every right to withhold and block access to the sites from surfers or users of breach of this agreement and/or the provisions of any law and/or abuse the site- all to the sole discretion of the site.
78. The site may, at any time, transfer the ownership of the site and/or the right to operate it in full or partially to any other factor and in this case the user and/or any other factor on their behalf will have no claim and/or demand, legal and/or otherwise towards the site owner.
79. Without derogating from the aforementioned terms of use, the user hereby agrees, that the period of obsolescence regarding any legal demand and/or prosecution against the site and/or its owner, will be limited to a period of 6 months and the parties consider this to be an agreement on the period of obsolescence, as it is meant in the section on the statute of limitations, 1985.
80. The Court of competent jurisdiction in the city of Tel-Aviv-Jaffa has exclusive authority to discuss any dispute between parties regarding this agreement and/or deriving from it.