

Privacy Policy

OVERVIEW

The privacy practices of this statement apply to Malco Enterprises of Nevada, Inc. (hereinafter referred to as Malco) services available under the domain and sub-domains of www.BuyBudgetCars.com (the "Site"). By visiting this website you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Site.

This Privacy Policy describes the information collected as part of the normal operation of our site, process of collection of the information from you and what may happen to that information. Although this policy may seem long, we have prepared a detailed policy because we believe you should know as much as possible about BuyBudgetCars.com practices so that you can make informed decisions. All of our subsidiaries and joint ventures operate under similar privacy practices as described in this Privacy Policy and, subject to the requirements of applicable law, we strive to provide a consistent set of privacy practices throughout the Site.

PRIVACY POLICY

By accepting the Privacy Policy and the User Agreement in registration, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the BuyBudgetCars.com Terms of Use Agreement and Terms of Sale Agreement.

1. A SPECIAL NOTE ABOUT CHILDREN: Children (persons under the age of 18) are not eligible to use the Site unsupervised and we ask that children do not submit any personal information to us. If you are under the age of 18, you may NOT use this Site, even if in conjunction with or under the supervision of your parents or guardians.

2. INFORMATION WE COLLECT Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. This allows us to provide services and features that are most likely to meet your needs, and to customize our service to make your experience safer and easier. We only collect business information about you that we consider necessary for achieving this purpose.

In general, you can browse the Site without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to use our services or services of our affiliates, we may require you to provide contact and identity information, billing information, shipping information and other information as indicated on the forms throughout the Site. Where possible, we indicate which fields are required and which fields are optional. You always have the option not to provide any information by choosing not to use a particular service or feature.

Under some circumstances we may require financial information, such as, but not limited to: bank account number, routing number, and any other information that may be deemed necessary. Additional information may be required to verify the accuracy of your name, address and other information, as well to bill you for our services.

Malco automatically track certain information based upon your behavior on the Site. We use this information to do internal research on our user's demographics, interests, and behavior to better understand, protect and serve you and our community. This information may include the URL that you just came from (whether this URL is on the Site or not), which URL you next go to (whether this URL is on the Site or not), your computer browser information, and your IP address.

Malco use data collection devices such as "cookies" on certain pages of the Site to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your

browser permits, although in that case you may not be able to use certain features on the Site and you may be required to reenter your password more frequently during a session.

Additionally, you may encounter "cookies" or other similar devices on certain pages of the Site that are placed by third parties. For example, if you view a web page created by a user, there may be a "cookie" placed within that web page. We do not control the use of cookies by third parties.

If you choose to make an offer, buy or sell on the Site, we collect information about your offer, buying and selling behavior. That information can and will be used by our affiliates and business partners.

If you establish a credit account with us to pay the fees we charge, we collect some additional information, such as, but not limited to a billing address, a credit card number and a credit card expiration date and tracking information from checks or money orders.

If you send us business correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may collect such information into a file specific to you.

If you register with BuyBudgetCars.com on another web site or use a web site providing a service for BuyBudgetCars.com, or a web site that helps to facilitate your activity on BuyBudgetCars.com, or a web site that utilizes BuyBudgetCars.com services, that web site may provide business information about you and your transactions back to BuyBudgetCars.com. Even in those situations you hereby agree that this site's Privacy Policy governs any transactions that you enter into or any information submission by you, or information collection by us.

3. OUR USE OF YOUR INFORMATION We use your business information to facilitate the services you request. We use your personal information in the file we maintain about you, and other information we obtain from your current and past activities on the Site to: resolve disputes; troubleshoot problems; help promote/market; collect fees owed; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our Terms of Use Agreement and Terms of Sale Agreement.; and as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems or resolve disputes, and in particular we may examine your personal information to identify users using multiple User IDs or aliases. We may compare and review your personal information for errors, omissions and for accuracy.

You agree that Malco may use business information about you to improve our marketing and promotional efforts, to analyze site usage, improve our content and product offerings, and customize the Site content, layout, and services. These uses improve the Site and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Site.

You agree that Malco may use your business information to contact you and deliver information to you that, in some cases, is targeted to your interests. That information can be, but is not limited to targeted banner advertisements, administrative notices, product offerings, and communications relevant to your use of this Site or to our affiliates and/or business partners. By accepting the Privacy Policy, Terms of Use Agreement and Terms of Sale Agreement, you expressly agree to receive this information.

4. External Service Providers. There are a number of separate service providers that Malco refers to as external service providers that may be complimentary to your use of the Site (e.g. authentication, mediation, shipping, packaging). If you choose to use these separate services with this Site, disclose information to the external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their privacy policy. We do not disclose your business information to external service providers unless you provide your explicit consent. With your consent we may provide some of your personal information to the external service provider offering such services, for your convenience. To prevent our disclosure of your personal information to an external service provider, you can decline such consent or simply not use their services. Because we do not control the privacy practices of these third parties, you should evaluate their practices before deciding to use their services.

Internal Service Providers for Our Operations. We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of the business, product and service operations that we provide to you

(e.g., search technology, bill collection, affiliate and rewards programs) and therefore we may provide some of your business information directly to these internal service providers.

Legal Requests. BuyBudgetCars.com fully cooperates with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights, to help protect you and the BuyBudgetCars.com from bad actors. Therefore, in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, city, state, telephone number, email address, UserID, fraud complaints, and offer and payment history without a subpoena. Without limiting the above, in an effort to respect your privacy and our ability to keep the community free from bad actors, we will not otherwise disclose your personal information to law enforcement or other government officials without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss; or report suspected illegal activity.

Due to the existing regulatory environment, we cannot ensure that all of your business communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose business information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications or may abuse or misuse your business information that they collect from BuyBudgetCars.com, Malco's website software provider, independent contractors and affiliates. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your business information or private communications always remain private.

5. CONTROL OF YOUR PASSWORD You are responsible for all actions taken with your User ID and password, including pre-disclosed fees charged to your account. Therefore, we do not recommend that you disclose your BuyBudgetCars.com password to any third parties. If you choose to share your User ID and password or your personal information with third parties, you are responsible for all actions taken with your account and therefore you should review that third-party privacy policy. If you lose control of your password, you may lose substantial control over your business or personal information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately change your password as detailed in next Section.

6. ACCESSING, REVIEWING AND CHANGING YOUR PERSONAL INFORMATION We offer you the ability to automatically review and change the information you submit to us by logging into the Site and entering in the new information yourself. Generally, we will not modify your personal information based on your request because it is very difficult to authenticate your account manually. You can change your user Id, email address, contact information, financial information, shipping information and user preferences by going the preferences and setup section under your account. You must promptly update your business information if it changes or is inaccurate. **REMEMBER:** All of the refunds will go out to the address that you indicate on your account!

Upon your request, we will deactivate your account, contact information, billing information, shipping information, and financial information from our active databases.

7. SECURITY Your information is stored on BuyBudgetCars.com's servers which are located in the United States. We use procedural and technical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy, including "firewalls" and other means. We treat data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by users inside and outside the company. However, you hereby agree that in the event of the security breach/theft of your information you release BuyBudgetCars.com, and its agents and officers will not be held liable by you. BuyBudgetCars.com and its affiliates, associated and business partners does NOT either expressly or impliedly guarantee or warrant in any way that the information that we collect is safe from any type of breach, theft, intentional, unintentional or negligent security failure that may result in disclosure of your information. Therefore, you hereby **AGREE TO RELEASE** BuyBudgetCars.com, its employees, agents and officers, its affiliates, associates, business partners, subsidiaries from any and all liability arising from those aforementioned events. Additionally, you hereby **AGREE NOT TO CLAIM** any and all damages stemming from aforementioned events, including, but not limited to consequential, punitive, direct or indirect.

We may amend this Privacy Policy at any time by posting the amend terms on the Site. All amended terms shall automatically be effective immediately after they are initially posted on the Site.