

# CONSUMER LOAN AGREEMENT

Borrower(s):

Lender:

Borrower's Bank:  
Account Number

Date of Loan

## FEDERAL TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total Of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.

**Payment Schedule:** My payment schedule will be ("Payment Due Date")

**Security Interest:** This loan is unsecured.

**Prepayment:** If I repay this loan early, I will not have to pay a penalty and I will not be entitled to a refund of any portion of the origination fee. See below for additional information about non-payment and default.

**Itemization of the amount financed:** Amount paid to me directly

**Itemization of finance charge:** Interest: Origination Fee:

**Promise to Pay.** I promise to pay Lender the Total of Payments disclosed above in a single payment in cash or by cashier's check on or before the Payment Due Date. I will make my payment at Lender's address set forth above. If I fail to pay in cash or by cashier's check, Lender may initiate an automated clearing house ("ACH") debit to my checking account for the amount owing on and after the payment due date, which I direct my bank to pay. I understand and agree that this right does not constitute a security interest. I may terminate the ACH authorization by notifying Lender in writing in a manner which affords Lender and my financial institution a reasonable opportunity to act on it prior to maturity of my loan. I agree that this ACH authorization is for repayment of a single-payment loan and shall not recur at substantially regular intervals.

**Prepayment.** I may pay without penalty the entire amount owed earlier than it is due. If I prepay, I will be entitled to a pro-rata credit of the unearned portion of the interest charge, based on the number of elapsed days.

**Loan Origination Fee.** The Finance Charge stated above includes an origination fee of , which I agree to pay and which is fully earned at the time I sign this Agreement. I have requested to finance this fee as a part of this Agreement, and it is therefore included in the Principal amount. If I prepay my loan, I will not be entitled to a refund of this fee.

**Late Charge:** I understand that in order to avoid a late charge and/or post-maturity (i.e., additional) interest, I must pay the Lender the Total of Payments due in cash or by cashier's check on or before the Payment Due Date at the Lender's address set forth above. If I fail to do this, I agree that the Lender may assess me a late charge of 5% of the Total of Payments due, plus post-maturity interest for any additional days the Lender carries the loan (at the Annual Percentage Rate of the loan) and that the Lender may ACH the Total of Payments due plus the late charge and/or post-maturity interest from my bank account on whatever day the Lender deems most likely to result in the Lender being paid in full while maximizing its return on the loan, as long as the Lender does not extend the loan for an unreasonable length of time (typically the loan will be extended until my next payday after the Payment Due Date or my next following payday, unless I request some other accommodation to which the Lender agrees). I understand that this extended date will normally be on a payday of mine, but that the Lender may use its own discretion in ACHing my bank account. I agree that it is reasonable for the Lender to charge me a late charge and additional interest if I do not make my payment on time as I agreed herein. I fully understand that I will save money if I pay the Lender in cash or by cashier's check on or before the Payment Due Date, and that if I do not do so, for whatever reason, the cost to me will increase accordingly. If any prevailing law, court, judge, arbitrator or any other authority deems that any part of any late charge or post-maturity interest assessed was above that allowed by law, I agree that the Lender will only be required to return the difference between the amount assessed and the maximum amount allowed by law.

**Interest.** I will pay interest at the rate of 36% annually on the Principal outstanding from time to time. If a law that applies to this Agreement is interpreted so that the interest, finance charge and other charges on this loan exceed the amounts or rates permitted, then any such interest, finance charge and other charges shall be reduced to the permitted limit, and any sums collected in excess of such limit shall be refunded to me. Lender may elect to make any such refund by reducing the Principal. My acceptance of any such cash refund or Principal reduction shall constitute a waiver of any right of action I might have arising out of such coverage.

**Principal.** "Principal" is the total of the Amount Financed, plus any Prepaid Finance Charges that I have financed.

**Representations and Agreements.** I represent to you that my bank account is in existence and is in good standing at the time this Agreement is signed. I agree to maintain collected funds in my bank account in an amount sufficient to permit my bank to pay my ACH to Lender when and if presented for payment. I further represent that I have the right to enter into this Agreement, that I am at least eighteen years of age. I understand that credit insurance is not being offered in connection with this Agreement.

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**Severability.** The fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule, or regulation of any federal, state, or local court or governmental entity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**Default.** Except as prohibited by law or as limited by other provisions of this Agreement, I will be in default of this Agreement if any one of the following occurs:

- A. I fail to make any payment under this Agreement when due.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I die, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.

Following any default by me, Lender may, at its sole election, require me to pay immediately the remaining balance of the Amount Financed, finance charges and all other agreed charges, subject to any required rebates. These amounts will accrue interest at the Contract Rate until paid in full.

**Default Costs.** In the event of default, I agree to pay Lender's court costs and reasonable attorneys' fees if the loan is referred for collection to an attorney other than a salaried employee of the Lender.

**Credit Information; communications.** I authorize Lender to investigate my creditworthiness, including obtaining my credit report at any time, as permitted by law. I authorize Lender to communicate with me by telephone, voicemail and text message at the cell phone number I provided in my application and to initiate such calls automatically.

**Returned Item Fee.** I will pay a fee to Lender of if I make a payment (including any ACH payment initiate by Lender) on my loan and the payment is dishonored for any reason.

**Governing Law.** This Agreement and my loan shall be governed and construed under the laws of the State of Arizona, except as provided in the Arbitration Provision on page 3 of this Loan Agreement.

**Privacy disclosures.** Nonpublic personal information means information about you that Lender collects in connection with transactions with me. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records. An affiliate is a company Lender owns or controls. A nonaffiliated third party is a company that is not an affiliate of Lender. Lender collects nonpublic personal information about me from the following sources: information on applications or other forms, and information about my transactions with Lender. Lender does not disclose any nonpublic personal information about me to anyone, except as permitted by law and as set forth below. Lender restricts access to nonpublic personal information about me to those employees who need to know the information to service my transaction. Lender maintains physical, electronic and procedural safeguards that comply with federal standards to guard my nonpublic personal information. Lender does not disclose nonpublic personal information about former customers, except as permitted by law and as set forth in the next sentence. Lender may disclose my name and address to companies that perform marketing services on Lender's behalf; I do not have a right to opt out of disclosure of this information.

**This Loan Agreement contains a binding Arbitration Provision.** By signing this Loan Agreement I acknowledge and agree that: (i) the Loan Agreement was filled in before I did so and I have received a completed copy of it; and (ii) the information provided to us prior to entering into this Loan Agreement is accurate. I warrant that I am not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under the U.S. Bankruptcy Code. I further acknowledge that I have read, understand, and agree to all of the terms of this Loan Agreement, including the Arbitration Provision on page 3 of this Loan Agreement.

**NOTICE: YOU MAY REQUEST THAT THE INITIAL DISCLOSURE PRESCRIBED IN THE TRUTH IN LENDING ACT (15 UNITED STATES CODE §§ 1601 HASTA 166j) BE PROVIDED IN SPANISH BEFORE SIGNING ANY LOAN DOCUMENTS.**

**AVISO: USTED PODRA SOLICITAR QUE LAS DIVULGACIONES INICIALES PRESCRITAS EN LA VERACIDAD EN DIVULGACIONES SOBRE PRESTACIONES (15 UNITED STATES CODE §§ 1601 HASTA 166j) SEAN PROVISTAS EN ESPANOL ANTES DE FIRMAR CUALQUIER DOCUMENTO DE PRESTAMO.**

**Borrower**

By: \_\_\_\_\_

X \_\_\_\_\_

**A. SUPPLEMENTAL DISCLOSURES**

This loan should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.

1. This loan should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.
2. This loan should be used only to meet short-term financial needs. Alternative forms of short-term credit exist that might be less expensive and more suitable and advantageous to you.

**B. ARBITRATION.**

**1. Parties and matters subject to arbitration.** The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) except as set forth below, all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this arbitration provision, the validity and scope of this arbitration provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to my transactions with Lender or any injury to either party as a result of such transactions or my presence on lender's business premises, including any prior transactions between me and Lender; (c) all counterclaims, cross-claims and third-party claims; (d) all common-law claims based upon contract, fraud, or other torts; (e) all claims based upon Lender claims I owe; (g) all claims asserted by me individually against Lender and/or any of Lender's employees, agents, officers, members, governors, directors, managers, shareholders or affiliated entities 9hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on my behalf by another person; (i) all claims asserted by me as a private attorney general, as a representative and/or member of a class of persons, and/or in any other representative capacity, against Lender and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by Lender or related third parties of any non-public personal information about me.

**2. Waiver of jury trial and participation in class action.** I acknowledge and agree that by entering into this arbitration provision: (a) I AM GIVING UP MY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER OR RELATED THIRD PARTIES; and (b) I AM GIVING UP MY RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER OR RELATED THIRD PARTIES; and (c) I AM GIVING UP MY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST LENDER AND/OR RELATED THIRD PARTIES.

**3. No class arbitration.** Except as provided in Section 6 below, all disputes, including any representative Claims, against Lender and/or related third parties shall be resolved by binding arbitration only on an individual basis with me. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW ME TO SERVER AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTAIVE CAPACITY FOR OTHERS IN THE ARBITRATION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO: (a) CONDUCT ANY ARBITRATION WHICH IS PRECLUDED BY THE PRECEDING SENTENCE or (b) CONSOLOLIDATE THE CLAIMS OF MORE THAN ONE CLAIMANT WITHOUT THE CONSENT OF ALL PARTIES.

**4. Arbitration procedures.** Any dispute shall be resolved by arbitration in accordance with either the JAMS Streamlined Arbitration rules & Procedures and JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute clauses – Minimum Standards of Procedural Fairness (<http://www.ja.com>, or 949-224-1810), or the commercial Rules and Consumer due Process Protocol of the American Arbitration Association (<http://www.adr.org>, or 212-716-5800), as elected by me (or, if I fail to designate an arbitration administrator within ten days following my receipt of a request to do so from Lender, then as elected by Lender), to the extent those rules, procedures and policy do not contradict the express terms of this arbitration provision, including the limitations on the arbitrator set forth in this arbitration provision. I may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

**5. Payment of arbitration fees.** Regardless of who demands arbitration, lender will pay all expenses of arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent that Arbitration Fees exceed the amounts I would be required to pay for filing a lawsuit in a court. This arbitration hearing will be conducted in the county of my residence, or within 30 miles from such country, or in the county in which my loan transaction occurred. Throughout the arbitration, each party shall bear his or her own attorney's fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"); shall apply statutes of limitation; and shall honor claims of privilege recognized at law. He arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. If allowed by statute or applicable law, the arbitrator may award a party's reasonable attorneys' fees and expenses. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

**6. Small claims tribunal.** All parties, including related third parties, shall retain the right to seek adjudication of individual claims only in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute which cannot be adjudicated within the jurisdiction of a small claims tribunal shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration de novo, by a fresh review of the facts.

**7. Severability.** Notwithstanding any other provision of this arbitration agreement, and notwithstanding any contrary rule of an arbitration organization, the validity, effect and enforceability of Section3 of this arbitration agreement shall be determined solely by a court of competent jurisdiction and not by the arbitrator; any other dispute regarding arbitrability shall be resolved by the arbitrator. If a Representative Claim is asserted and the court refuses to enforce Section3 of this Arbitration Agreement substantially as written with respect to such Representative Claim, then every portion of this Arbitration Agreement shall be null and void, and neither I nor Lender shall be required to arbitrate the Representative Claim.

**8. Governing Law.** This Arbitration Provision is made pursuant to, and shall be governed by, the FAA because my transactions involve interstate commerce. To the extent that state law applies to the enforceability of this Arbitration Provision, then this Arbitration Provision shall be governed by the law of the State of Arizona. I acknowledge that this loan has been processed and accepted by Lender, and will be collected, at Lender's processing center in Tucson, Arizona and that the law of Arizona bears a reasonable relationship to this transaction.

**9. Binding effect.** This arbitration agreement is binding upon and benefits me, my heirs, successors and assigns. This arbitration agreement is binding upon and benefits Lender, its successors and assigns, and related third parties. This arbitration agreement continues in full force and effect, even if my obligations have been paid or discharged through bankruptcy. This arbitration agreement survives any cancellation by prepayment, termination, amendment, expiration or performance of any transaction between lender and me and continues in full force and effect unless Lender and I otherwise agree in writing.

**10. My right to opt out.** I (but not Lender) have the sole and unfettered right to reject arbitration as a means of resolving disputes at any time within seven (7) days following your signature on this agreement. That is, if, after signing this arbitration agreement, I choose to not be bound by it, then I can reject arbitration by giving notice of rejection of arbitration by certified mail, return receipt requested, to , , postmarked within seven days following your signature hereon. No particular form of notice is required. I cannot reject arbitration after the seventh day following the date of my signature on this agreement.

Prestatario:

Prestamista:

Banco del prestatario:

Numero de  
cuenta

Fecha del prestamo

FEDERAL TRUTH IN LENDING ACT DISCLOSURES

TASA DE PORCENTAJE ANUAL	CARGO FINANCIERO	Monto financiado	Total de pagos
El costo de mi credito conto tasa anual.	El monto en dolares que me postara el credito.	El monto del credito proporcionado a mi o en mi nombre.	El monto que tendria pago despues de realizar todos los pagos programados.

**CRONOGRAMA DE PAGOS:** Mi cronograma de pagos sera un pago de que vence el ("Fecha de vencimiento del pago")

**GARANTIA:** Este prestamo no posee garantia.

**PREPAGO:** Si pago este prestamo antes, no tender que pagar una multa y no tengo el derecho a recibir un reembolso por ninguana parte de la commission de aperture. Ver abajo para obtener informacion adicional sobre la falta de pagos y la morosidad.

**Desglose del monto financiado:** Monto pagado a mi directamente en efectivo:

**Desglose del cargo financiero:** interes: Comision de apertura:

## **Customer Status Form**

**Transaction Date:**

**LICENSEE:**

**CUSTOMER:**

Social Security Number:

Federal law provides important protections to active duty members of the armed forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you sign **ONE** of the following statements as applicable.

**I AM** \_\_\_\_\_ a member of the Armed Forces on active duty

**I AM** \_\_\_\_\_ a dependent of a member of the Armed forces on active duty because I am the member's spouse, the member's child under the age of eighteen (18) years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately before today's date.

**-OR-**

**I AM NOT** \_\_\_\_\_ a member of the Armed Forces on active duty ( or a dependent of such a member).

**WARNING!!** It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

### **A.R.S. § 6-1260(L) Notice to Member of U.S. Military Service or the Member's Spouse**

If Check Agencies of Arizona Inc, Check Center lends to a member of the U.S. military service of the member's spouse ("member or the member's spouse"), we:

1. Shall not garnish any military wages or salary.
2. Shall not conduct any collection activity against a customer who is a member or the member's spouse during the member's deployment to a combat or combat support posting or during active duty service by a member of the national guard or any military reserve unit of any branch of the armed forces of the United States.
3. Shall contact the employer of member about a deferred presentment debt of the member or the member's spouse. The contact shall only be a notice for informational purposes and shall not be an attempt to collect on a loan made to the member or the member's spouse. Check Agencies of Arizona Inc, Check Center, shall not attempt to collect on a loan made up a member or the member's spouse through the member's chain of command.
4. Shall not conduct a deferred presentment transaction with a member or the member's spouse in any location that the member's commanding officer prohibits the member or the member's spouse from transacting deferred presentment business.
5. Is bound by the terms of any repayment agreement that Check Agencies of Arizona Inc Check Center negotiates with respect to the member or the member's spouse through military counselors or third party credit counselors.

## **AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT**

1. IF YOU AUTHORIZE OR OUR SERVICERS TO AUTOMATICALLY WITHDRAW LOAN PAYMENTS FROM THE BANK ACCOUNT IDENTIFIED BELOW ("DEPOSIT ACCOUNT"), YOU MUST FILL IN YOUR BANK NAME, TRANSIT/ABA NO, AND DEPOSIT ACCOUNT NUMBER IN ITEMS 6A, 6B AND 6C BELOW, AND SIGN WHERE INDICATED BY THE (X) BELOW.

2. YOU AUTHORIZE OR OUR SERVICERS TO CONTACT YOU AT WORK OR HOME AT ANY TIME UP TO 9:00 PM, YOUR LOCAL TIME, REGARDING YOUR LOAN.

3. YOU REPRESENT THAT YOU HAVE NOT FILED FOR BANKRUPTCY IN THE LAST YEAR AND HAVE NO PRESENT INTENTIONS OF DOING SO.

4. DEMAND UPON DEFAULT; If you break any of the covenants or representations contained within this Agreement, we may accelerate this loan and demand that you immediately pay all amounts due and owing, including, but not limited to, principal, interest and fees. You agree to waive notice of our intent to demand or actual demand for immediate payment of the accelerated balance.

5. BY SIGNING BELOW, YOU AUTHORIZE , or our servicers or agents, to initiate an ACH debit entry to your Deposit Account indicated below for any scheduled payment that comes due with regard to the loan for which you are applying. The Depository Institution named below, called BANK, will receive and debit such entry to your Deposit Account. This Authorization Agreement does not constitute a security interest in or to the Deposit Account, but is merely your authorization for us or our servicers to debit the account.

**A. Bank Name:**

**B. Transit/ABA Number:**

**C. Deposit Account Number:**

**D. Amount:** \_\_\_\_\_

**E. Date:** \_\_\_\_\_

6. This Authorization becomes effective at the time we fund the loan for which you are applying and will remain in full force and effect until we have received written notice of termination from you in such time and in such manner as to afford us a reasonable opportunity to act on your notice. You authorize us to initiate a debit entry to your Deposit Account to pay all sums owed under the Loan Agreement on the date the loan comes due or any later time.

Printed Name:

SIGNATURE (X) \_\_\_\_\_

DATE

BY SIGNING ABOVE, YOU ACKNOWLEDGE READING AND AGREEING TO THE STATEMENTS IN ITEMS 2, 3, 4 AND 5, AND THE AUTHORIZATION IN ITEM 6.