

Information for: _____

Please print these documents for faxing to

FAX

LOAN BY PHONE
1-877-577-7978

To: Loan By Phone	From:
Fax #: 1-877-577-7978	Pages:
Phone#: 1-877-577-7977	Date:
Re: Information for Payday Advance	From Fax #:

Comments:

THANK YOU FOR APPLYING WITH LOAN BY PHONE

You should be faxing the following information to Loan By Phone at 1-877-577-7978 no later than 7:00 PM Eastern Time to be processed the same day unless further documentation is required:

- _____ This FAX Cover sheet
 - _____ Your Signed Military Disclosure
 - _____ Your Signed Application
 - _____ Your Signed Consent to Electronic Records
 - _____ Your Signed Arbitration Agreement
 - _____ Your Signed ACH Agreement
 - _____ Copy of a Voided Check from Active Checking Account or a Deposit Slip for Savings Account
 - _____ Copy of most current Payroll Stub, Previous Year's 1099 Form, or Other Proof of Income
 - _____ Copy of You Last 30-day Checking Account Statement
 - _____ A Copy of a Photo ID
-

Please FAX all of the above documentation to:

Loan By Phone

FAX #: 1-877-577-7978

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, **please indicate whether any of the following statements are TRUE about you:**

- I **AM** a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.
- I **AM** a spouse or dependent of a member or a reserve member of any branch of the U.S. Armed Forces.
- I have received financial support from a member or a reserve member of any branch of the U.S. Armed Forces within the last 6 months.

Yes, one or more of these is true.

No, none of these are true.

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Delaware Application

Date _____

Name _____ Social Security # _____
First Middle Last

Address _____
Street City State Zip

Are You: Buying/Own your residence Renting your residence Other Length of time at residence: _____ Years _____ Months

Landlord: _____ Landlord's Phone: (_____) _____ Mortgage Holder: _____

Home Phone	CellPhone	Pager #	Primary E-Mail	Secondary E-Mail
Employer		Employer Address		Date of Birth
City		State	Zip	Phone

Date Hired: _____ Your Position: _____ Supervisor: _____ Your Dept/Ext: _____

Employment Status: Full Time Part Time Retired/Monthly Income Self Employed

Days You Work: Mon Tues Wed Thurs Fri Sat Sun Hours You Work: From _____ To _____

Gross Paycheck Per*	Week	Bi-Week	Month	Semi Month	Do you have direct deposit? Yes _____ No _____
---------------------	------	---------	-------	------------	--

Day of week you are paid: Mon Tues Wed Thurs Fri Sat Sun

Date Next Paid:	Pay Date Following Next Paid:
-----------------	-------------------------------

*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as part of your application.

Bank Name	Bank City/State
ABA or Bank Routing Number:	Checking Account #:

CONTACT INFORMATION

Adult contact living in your home (if applicable)	Employer:	Supervisor:	Department/Extension:
Employer Address	City	State	Zip
Local contact not living in your home (parent or otherwise):			Phone
Street	City	State	Zip
Local contact not living in your home:			Phone
Street	City	State	Zip

RELEASE OF INFORMATION TO LOAN BY PHONE: You promise that the information you have provided on this application is correct. You authorize us to verify all information and understand that such information may be used to verify certain past and/or current credit or payment history information from third parties. You give the Company permission to contact any person or company listed above, and you fully release us from all liability for any damage that may result. For purposes of verification, you voluntarily waive the protection of all privacy laws and affirmatively authorize the Company to disclose the information on this form and any additional information it may have collected about you to third parties as necessary in order to receive financial services or products that the Company offers from those third parties. We may reject your application if we find that any information provided above is false.

By signing below, you give your express consent to receive autodialed and prerecorded message calls from us or a third party acting on our behalf at any of the phone numbers you give to us, including your cell phone number.

ARBITRATION: Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. This Company has a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). If you enter into a Loan Agreement, you will be asked to sign a Arbitration Provision and Waiver of Jury Trial that supercedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a Loan Agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us, our agents and/or owners.** The Federal Arbitration Act governs this arbitration provision. If either party has a dispute, they must notify the other in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS ADR (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any, unless the arbitrator pursuant to law otherwise orders. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county of your residence.

Delaware Disclosures: THE LOAN IS DESIGNED AS A SHORT-TERM CASH FLOW SOLUTION AND NOT DESIGNED AS A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS. ADDITIONAL FEES MAY ACCRUE IF THE LOAN IS ROLLED OVER. CREDIT COUNSELING SERVICES ARE AVAILABLE TO CONSUMERS WHO ARE EXPERIENCING FINANCIAL PROBLEMS.

I have read and agree to the above: _____
Customer's Signature Date

CONSENT FOR ELECTRONIC RECORDS

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

Introduction. You are submitting a request for an advance ("Application") from Loan By Phone ("LBP"). LBP can only give you the benefits of our electronic service if you consent to the use or acceptance of electronic signatures and to the use or acceptance of electronic records or disclosures in this transaction ("Your Consent"). By completing and submitting the Application electronically, you acknowledge receipt of this document and consent to use electronic signatures and to conduct this transaction by use of electronic disclosures and contract documents ("Records").

Electronic Communications. You may request a paper copy from LBP of any of the Records by writing to LBP with the details of your request at: customersupport@loanbyphone.com. Your request for paper copies may be made after Your Consent and after any withdrawal of Your Consent. LBP will provide the paper copies to you at no charge. LBP shall retain the Records as required by law.

Consenting to Do Business Electronically. Before giving Your Consent, you should consider whether you have the required hardware and software capabilities described below.

Scope of Consent. Your Consent and our agreement to conduct this transaction electronically only apply to this transaction. By exercising Your Consent, LBP will conduct this transaction with you electronically.

Hardware and Software Requirements. To access and retain the Records electronically, you will need to use the following computer software and hardware: An IBM or MAC compatible computer with Internet access and an Internet Browser that supports 128 bit encryption. If at any time during this transaction these requirements change in a way that creates a material risk that you may not be able to receive Records electronically, LBP will notify you of these changes. In order to conduct a transaction via fax, you must have access to a fax machine.

Withdrawing Consent. You are free to withdraw Your Consent at any time and at no charge to you. If you do withdraw Your Consent prior to receiving the advance, this will prevent you from obtaining an advance with LBP electronically. If at any time you wish to withdraw Your Consent, you can send us your request by email to: customersupport@loanbyphone.com. If you decide to withdraw Your Consent, the legal effectiveness, validity and/or enforceability of prior electronic Records will not be affected.

Change to Your Contact Information. You should keep us informed of any change in your electronic address or mailing address. You may contact LBP Customer Service by telephone at 1-877-577-7978 or by e-mail at customersupport@loanbyphone.com regarding any such changes.

YOUR ABILITY TO ACCESS RECORDS. BY SIGNING BELOW IN THE SPACE PROVIDED BESIDE THE PHRASE "I AGREE" FOR TRANSACTIONS CONDUCTED BY FAX, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE RECORDS IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

CONSENT. BY SIGNING BELOW IN THE SPACE PROVIDED BESIDE THE PHRASE "I AGREE" FOR TRANSACTIONS CONDUCTED BY FAX, YOU ACKNOWLEDGE THAT YOU HAVE READ THE INFORMATION ABOUT ELECTRONIC SIGNATURES AND DOING BUSINESS ELECTRONICALLY IN THIS CONSENT FOR ELECTRONIC RECORDS. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL RECORDS PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH LBP ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE RECORDS, WHICH LBP WILL PROVIDE TO YOU AT NO CHARGE. YOU HAVE AGREED TO RECEIVE YOUR FUNDS ELECTRONICALLY AND TO REPAY YOUR OBLIGATION ELECTRONICALLY.

BY SIGNING BELOW IN THE SPACE PROVIDED BESIDE THE PHRASE "I DO NOT AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ THE INFORMATION ABOUT THE RECORDS AND DO NOT WISH TO USE ELECTRONIC SIGNATURES AND/OR CONDUCT THIS TRANSACTION ELECTRONICALLY. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC RECORDS IS REQUIRED IN ORDER TO APPLY FOR AN ADVANCE WITH LBP OVER THE INTERNET. YOU MAY CALL LBP AND REQUEST TO CONDUCT THIS TRANSACTION VIA TELEPHONE AND FACSIMILE, TO RECEIVE YOUR FUNDS VIA CHECK AND TO REPAY YOUR OBLIGATION VIA CHECK.

FOR TRANSACTIONS CONDUCTED VIA FAX:

I AGREE _____
Signature Date

I DO NOT AGREE _____
Signature Date

NO. _____

ARBITRATION PROVISION AND WAIVER OF JURY TRIAL

LICENSEE: Loan By Phone of Delaware, LLC, Telephone No. 1-877-577-7977 Fax No. 1-877-577-7978

BORROWER: _____ Telephone _____

Address: _____ City/State/Zip _____

In this ARBITRATION PROVISION AND WAIVER OF JURY TRIAL (hereinafter the "Arbitration Agreement"), the words "you" and "your" mean the borrower who has signed it. The words "we", "us" and "our" mean Loan By Phone of Delaware, LLC, ("Lender") a lender licensed under the Delaware Code and regulated by the State Bank Commissioner, 555 East Lookerman Street, Suite 210, Dover, DE 19901; (302) 739-4235.

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Agreement and any right you may have to participate in an alleged class action. **THEREFORE, IN ADDITION TO THE LOAN AGREEMENT AND ACH AUTHORIZATION AGREEMENT, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Arbitration Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Agreement, the validity and scope of this Arbitration Agreement and any claim or attempt to set aside this Arbitration Agreement; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, ACH Authorization Agreement, the information you gave us before entering into the Loan Agreement and ACH Authorization Agreement, including the customer information application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Agreement:

- (a) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- (c) **YOU ARE GIVING UP YOUR 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 US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS ADR (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association or any other arbitration organization mutually agreed upon in writing by you and us, and arbitrate pursuant to such arbitrator's or other arbitration organization's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator contained herein. You may obtain a copy of the rules and procedures by contacting the arbitration organizations listed above. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a Court pursuant to section 5 of the FAA to select an arbitrator or arbitration organization, provided such arbitrator or arbitration organization shall enforce the terms of the Arbitration Provision, including the prohibition on class arbitration.

5. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in such other place as shall be ordered by the arbitrator. The 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. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. 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. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence 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.

7. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Delaware.

8. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Agreement is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Agreement continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Agreement survives any cancellation, termination, amendment, renewal, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. You agree that the signed Arbitration Agreement we receive via facsimile from you will be considered the original executed Arbitration Agreement, which is binding and enforceable as to both parties. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Provision, unless the provision precluding the arbitrator from conducting a class or consolidated arbitration as set forth in paragraph 3 above is deemed invalid or unenforceable, in which case this entire Arbitration Provision shall be deemed void.

9. **OPT-OUT PROCESS.** You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: *Check into Cash, Attn: Legal Dept., 201 Keith Street SW, Ste.80, Cleveland, TN 37311.* Your written notice must include your name, address, social security number, the date of this Agreement, and a statement that you wish to opt out of the Arbitration Provision. If this Agreement is your first transaction with us since December 19, 2006 and you provide us the appropriate opt-out notice, then your decision to opt out will also apply to all your previous transactions with us. If you choose not to opt out on your first transaction with us after December 19, 2006, then this Arbitration Provision will apply to all your previous transactions with us. Your decision to opt out on subsequent transactions with us will only apply to that particular transaction and no previous transactions.

This Arbitration Agreement governs any disputes you may have with us regarding your loan from us, including the application process, the Loan Agreement, any renewal of the Loan Agreement, the ACH Authorization Agreement and our Privacy Policy. By signing this Arbitration Agreement you acknowledge that you have received a completed copy of it and have read, understood and agreed to all of its terms.

Loan By Phone of Delaware, LLC

SIGN HERE AND FAX TO 1-877-577-7978

By _____
its employee

X _____

Arb-LBP-DE-062910

No. _____

ACH AUTHORIZATION AGREEMENT

In this ACH Authorization Agreement, the words "we" "us " and "our" mean Loan By Phone of Delaware, LLC d/b/a Loan by Phone and the words "you" and "your" mean the customer who has signed it. **This ACH Authorization Agreement is subject to our approving your loan request.** If your loan is approved, you acknowledge that you have the choice of two options in receiving the loan proceeds from the single payment installment loan. We will advance the loan proceeds electronically, if you agree to repay the loan electronically. We will advance the loan proceeds by check, if you chose to repay the loan through your personal check.

Because you have requested to receive the loan proceeds electronically and to repay the loan electronically, you must sign this ACH Authorization Agreement and fax it to us toll free at 1-877-577-7978. *If you do not wish to receive the proceeds of your loan electronically and to repay the loan electronically, then do not sign this form, and call us at 1-877-577-7977, and we will fax you the documents necessary to obtain and repay your loan proceeds by check.*

You hereby voluntarily authorize Loan By Phone to initiate an automatic credit entry to your bank account number _____ at _____ for the proceeds of the loan. You hereby voluntarily authorize Loan By Phone to initiate an automatic debit entry to such account on _____ (the "Payment Date") for \$_____ in order to repay the loan, to re-initiate a debit for the payment amount if the ACH is dishonored, to initiate a debit entry for any applicable insufficient fund fee in the amount of \$____, and to initiate any applicable late charge (the "Authorization"). You agree to send us via facsimile a check from such account marked "VOID" (the "Check").

You understand and acknowledge that you may terminate the Authorization by notifying us in such time and manner as to afford Loan By Phone and your bank a reasonable opportunity to act on it. You also authorize us to verify all of the information that you have provided, as well as, certain past and/or current information.

You agree that the debit entry authorized herein is for repayment of a single payment installment loan and shall not recur at substantially regular intervals. Since you have voluntarily chosen to pay and repay electronically, please sign in the box below the AUTHORIZATION AGREEMENT DIRECT DEPOSITS AND PAYMENTS (ACH CREDITS and DEBITS), which is incorporated herein. If there is any missing or erroneous information regarding your bank, routing and transit number, or account number from the AUTHORIZATION AGREEMENT DIRECT DEPOSITS AND PAYMENTS (ACH CREDITS and DEBITS), then you authorize us to correct the matter from the information on your Check.

Your signature in the box below will acknowledge that you have read, understand and agree to all of the terms of this ACH Authorization Agreement, including the AUTHORIZATION AGREEMENT DIRECT DEPOSITS AND PAYMENTS (ACH CREDITS and DEBITS). You agree that this ACH Authorization Agreement is subject to our approving your loan application. Furthermore, you agree that any dispute regarding this ACH Authorization Agreement will be governed by the terms of the Arbitration Provision and Waiver of Jury Trial.

Loan By Phone of Delaware, LLC
By _____
Its employee _____ Date _____

AUTHORIZATION AGREEMENT DIRECT DEPOSITS AND PAYMENTS (ACH CREDITS and DEBITS)

You hereby authorize Loan By Phone and its successors and assigns, hereinafter called Company, to initiate credit and/or debit entries to your account indicated below at the Financial Institution named below, hereinafter called Financial Institution, to credit and/or debit same to such account. You acknowledge the origination of ACH transactions to your account must comply with the provisions of U.S. law.

(Financial Institution Name)

(City-State)

Type of Acct: ___ Checking ___ Savings _____
(Routing/Transit Number) (Account Number)

This authority is to remain in full force and effect until Company has received written notification from you of its termination in such time and manner as to afford Company and Financial Institution a reasonable opportunity to act on it.

_____ X _____
(print individual name) (Signature) (Date)

PLEASE NOTE: YOU SHOULD RETAIN A COPY OF THIS AUTHORIZATION AGREEMENT FOR YOUR FILES.

PLEASE FAX THIS AGREEMENT AND A COPY OF A VOIDED CHECK TO 1-877-577-7978.

Information for: _____

Tape Your Voided Check Here

Loan By Phone
FAX #: 1-877-577-7978

Tape Your Most Current Payroll Stub Or
Other Proof of Income Here

Loan By Phone
FAX #: 1-877-577-7978

Effective Date: November 12, 1999

1.0 Notification – Every licensee shall furnish to every applicant, a copy of this regulation at the time when such application is made. Posting of this regulation in the office of the licensee in a place both prominent and easily visible to all potential applicants shall satisfy this requirement. An explanation as to the contents and limitations contained herein shall satisfy this requirement when transactions occur telephonically. An informational screen containing these limitations with an affirmative acknowledgement by the consumer, prior to application, shall satisfy this requirement for internet transactions.

2.0 Interest

2.1 A lender may charge and collect interest in respect to a revolving credit plan or closed end loan at such daily, weekly, monthly, annual, or other periodic percentage rate or rates as the agreement governing the plan or loan provides, or as established in the manner provided in such agreement. Periodic interest may be calculated on a revolving credit plan using any balance computation method provided for in the agreement governing the plan. Periodic interest may be calculated on a closed end loan by way of simple interest or such other method as the agreement governing the loan provides.

2.2 If the agreement governing the revolving credit plan or closed end loan so provides, the periodic percentage rate or rates of interest may vary in accordance with a schedule or formula. Such periodic percentage rate or rates may vary from time to time as the rate determined in accordance with such schedule or formula varies and such periodic percentage rate or rates, as so varied, may be made applicable to all or any part of the outstanding unpaid indebtedness or outstanding unpaid amounts. In the case of revolving credit, such rate shall become applicable on or after the first day of the billing cycle that contains the effective date of such variation. In the case of closed end loan transactions, such rate may be made applicable to all or any part of the outstanding unpaid amounts on and after the effective date of such variation. Without limitation, a permissible schedule or formula hereunder may include provisions in the agreement governing the revolving credit plan or closed end loan agreement for a change in the periodic percentage rate or rates of interest applicable to all or any part of outstanding unpaid indebtedness or outstanding unpaid amounts, whether by variation of the then applicable periodic percentage rate or rates of interest, variation of an index or margin or otherwise, contingent upon the happening of any event or circumstance specified in the plan or agreement, which event or circumstance may include the failure of the borrower to perform in accordance with the terms of the revolving credit plan or loan agreement.

3.0 Additional Fees and Charges: Limitations – If the agreement governing the plan or loan so provides, in addition to, or in lieu of, interest at a periodic percentage rate or rates permitted by Chapter 22, Title 5 of the **Delaware Code**, the licensee may charge and collect the following fees and charges, subject to the limitations provided below, in respect to revolving credit plans or closed end loans:

3.2 Closed End Credit – with respect to a borrower, a lender may charge, collect, or receive one or more of the following fees and charges for loans subject to the provisions of Subchapter III, Chapter 22, Title 5 of the **Delaware Code**:

3.2.1 Fees for services rendered or reimbursement of expenses – reasonable fees for services rendered or for reimbursement of expenses incurred in good faith by the licensee or its agent in connection with such loan, including without limitation, commitment fees, official fees and taxes, premiums or other charges for any guarantee or insurance protecting the licensee against the borrower's default or other credit loss, or costs incurred by reason of examination of title, inspection, recording and other formal acts necessary or appropriate to the security of the loan, filing fees, attorney's fees and travel expenses. In the event a borrower defaults under the terms of the loan, the licensee may, if the borrower's account is referred to an attorney (not a regularly salaried employee of the licensee) or to a third party for collection and if the agreement governing, or the bond, note or other evidence of, the loan so provides, charge and collect from the borrower a reasonable attorney's fee. In addition, following a borrower's default, the licensee may, if the agreement governing, or the bond, note or other evidence of, the loan so provides, recover from the borrower all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by the licensee;

3.2.2 Deferral charges – a deferral charge may be assessed to a borrower in accordance with an agreement to permit the borrower to defer installment payments of a loan;

3.2.3 Delinquency charges – if the agreement governing the loan so provides, a late or delinquency charge may be imposed upon any outstanding unpaid installment payment or portions thereof under the loan agreement which are in default; provided, however, that no more than 1 such delinquency charge may be imposed in respect of any single such installment payment or portion thereof regardless of the period during which it remains in default; and provided further that no such delinquency charge may exceed 5% of the amount of any such installment or portion thereof in default;

3.2.4 Returned check charges – if the agreement governing the loan so provides, a returned check charge may be assessed to consumers, for the checks that are returned unpaid provided the amount(s) of such charges are customary and reasonable.

3.2.5 Charges incurred in connection with real estate secured transactions – in the case of closed end credit secured by real estate such additional charges as outlined in item (3)(c) of this regulation may also be collected within the limitations stated therein.

*This summary of 5 Del.C. §2218(5) and §2231(3) does not include sections that do not pertain to the type loans offered by Loan By Phone of Delaware, LLC. Please call 1(877)577-7977 if you would like to receive a copy of the entire regulation via facsimile.

PRIVACY POLICY

This notice is provided to you on behalf of the Check Into Cash family of companies (hereafter "Check into Cash" or the "Check into Cash companies"). This includes: Check into Cash, Inc. and all its subsidiaries operating separately in each state and doing business as "Check Into Cash"; Loan by Phone.com, LLC and its subsidiaries; Buy Here Pay Here, USA, LLC and its subsidiaries; Creditcorp Acceptance Corporation; Approved Finance; U.S. Money Shops; Jones Management Services, LLC and CIC Financial Services.

Your Privacy is a priority for Check into Cash. Please read this notice carefully. It provides important information about the way we collect, share, and protect your information. This privacy policy applies to anyone who applies for or uses our products or services, including current and former customers.

INFORMATION WE COLLECT

We collect non-public personal information about you from the following sources:

- information we receive from you on applications or other forms, such as your name, address, social security number, employment information, assets and income;
- information about your transactions with us, our affiliates, or others, such as your account history, your account balance, payment history, parties to transactions, and your reasons for doing business with us;
- information we receive from consumer reporting agencies, such as your credit worthiness and credit history;
- information we obtain to verify representations made by you, such as your employment history or income; and
- information obtained from specialized marketing information firms, such as household demographics.

HOW WE MAY USE AND SHARE YOUR INFORMATION

We may use all the information that we collect, as described above, for the following purposes:

- To provide you with the products and services you requested.
- To offer you additional products and services, from us or from others, that may be of interest to you.
- To comply with reporting and other legal requirements.
- To otherwise conduct business.

We may share information about you with companies within our corporate family ("Affiliated Companies") and with other companies with whom we do business ("Non-Affiliated Third Parties") as permitted by law and described in this Privacy Policy. These Affiliated Companies and Non-Affiliated Third Parties may be financial service providers, such as mortgage bankers, mortgage brokers, consumer lenders, small lenders, loan brokers, deferred deposit providers, check cashers, supervised lenders, delayed deposit providers, deferred presentment providers, credit services organizations, collection agencies, consumer reporting agencies, banks, credit card providers, debit card providers, open-end credit providers, tax preparers, payroll service providers, insurance agencies, bill payment agencies, ATM providers, lead generators, pawn and title pawn services, automobile dealers, automobile financing, automobile leasing, money transfer and remittance, bill payment, sale of money orders, insurance services and financial service provider holding companies.

Unless you tell us not to, we may disclose all of the information that we collect, as described above, with Affiliated Companies and Non-Affiliated Third Parties, to the full extent permitted by law. These companies may use the information that we share for any legal purpose, including but not limited to, developing and promoting new or joint products, improving existing products and services, and contacting you to offer products and services that may be of interest to you. We may also disclose all of the information we collect, as described above, to companies who perform services on our behalf or to other financial institutions with whom we have joint marketing agreements.

HOW WE PROTECT YOUR INFORMATION

We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your non-public personal information from unauthorized access.

YOUR PRIVACY CHOICES

You have the right to make choices about how we share your information.

Your Choice to Limit Sharing of Information

If you prefer that we not disclose information about you to Affiliated Companies and Nonaffiliated Third Parties, you may direct us not to share this information by calling us toll free at 1-877-641-6050 or by completing and mailing to us the form provided below. Once we receive your opt out request, we will stop sharing this information as soon as reasonably practicable.

Please note that even if you direct us to not share information with other companies, we may still share some information about you within Affiliated Companies and Non-Affiliated Third Parties as permitted or required by law. We may share information we collect regarding our transactions and experiences with you with Affiliated Companies. We may also share all information we collect about you with affiliated and non-affiliated companies to facilitate providing our services to you, to administer our business, in order to receive services from those companies, as permitted under joint marketing agreements, and as otherwise permitted or required by law. You may limit how Affiliated Companies use the information we share with them, as described below.

Your Choice to Limit Marketing by Affiliates

- The Check into Cash family of companies is providing this notice.
- Federal law gives you the right to limit some but not all marketing from the Check into Cash Companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from the Check into Cash companies.
- You may limit the Check into Cash companies from marketing their products or services to you based on your personal information that they receive from other Check into Cash companies. This information includes your income, your account history, and your credit history, report, or score.
- Your choice to limit marketing offers from the Check into Cash companies will apply until you tell us to change your choice.
- If you have already made a choice to limit marketing offers from the Check into Cash companies, you do not need to act again.

To limit our sharing of information with Third Parties and Affiliated Companies, and/or to limit marketing offers from Affiliated Companies, contact us:

- By telephone: 1-877-641-6050
- By Mail: Check the box and complete the form below, and send the form to: *Customer Service Dept., P.O. Box 550, Cleveland, TN 37364-0550*

NOTICE OF FURNISHING NEGATIVE INFORMATION

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Consumer Name: [Please print] _____ [Signature] _____
Account Number and/or Social Security #: _____ / _____
Consumer Address: [Please print] _____

Telephone: _____ Date: _____

Check ALL that apply:

- Do not share non public personal information with Non-Affiliated Third Parties except as permitted or required by law
- Do not share information about me that you obtained from Third Parties with Affiliated Companies (i.e., information obtained from sources other than my transactions and experiences with Check into Cash)
- Do not allow any company in the Check into Cash family of companies to use my eligibility information for marketing purposes.

Loan By Phone Delaware Fee Schedule

Cash Needed	Fee Amount	Total Payment	APR*
\$50.00	\$15.00	\$65.00	782.14%
\$75.00	\$22.50	\$97.50	782.14%
\$100.00	\$30.00	\$130.00	782.14%
\$125.00	\$37.50	\$162.50	782.14%
\$150.00	\$45.00	\$195.00	782.14%
\$175.00	\$52.50	\$227.50	782.14%
\$200.00	\$60.00	\$260.00	782.14%
\$225.00	\$67.50	\$292.50	782.14%
\$250.00	\$75.00	\$325.00	782.14%
\$275.00	\$82.50	\$357.50	782.14%
\$300.00	\$90.00	\$390.00	782.14%
\$325.00	\$97.50	\$422.50	782.14%
\$350.00	\$105.00	\$455.00	782.14%
\$375.00	\$112.50	\$487.50	782.14%
\$400.00	\$120.00	\$520.00	782.14%
\$425.00	\$127.50	\$552.50	782.14%
\$450.00	\$135.00	\$585.00	782.14%
\$475.00	\$142.50	\$617.50	782.14%
\$500.00	\$150.00	\$650.00	782.14%

*Based on a fourteen (14) day advance with one (1) payment

If your ACH debit entry is dishonored, then you will incur a \$10.00 charge.
 If your payment is more than 10 days late, then you will be charged
 a late fee equal to 5% of the outstanding balance.

Customer Notice: Payday advances should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should see credit counseling.