

Information for: \_\_\_\_\_

# FAX

Please print these documents for faxing to  
Check Into Cash  
1-877-577-7978

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<b>To: Check Into Cash</b>	<b>From:</b>
<b>Fax #: 1-877-577-7978</b>	<b>Pages:</b>
<b>Phone #: 1-877-577-7977</b>	<b>Date:</b>
<b>Re: Information for Payday Advance From</b>	<b>Fax #:</b>

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**Comments:**

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**THANK YOU FOR APPLYING WITH CHECK INTO CASH**

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You should be faxing the following information to Check Into Cash at 1-877-577-7978 no later than 6:00 PM Eastern Time to be processed the same day unless further documentation is required :

- \_\_\_\_\_ This FAX Cover Sheet
  - \_\_\_\_\_ Your Signed Application
  - \_\_\_\_\_ 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 Your Last 30-day Checking Account Statement
  - \_\_\_\_\_ A Copy of a Photo ID
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Please FAX all of the above documentation to:

**Check Into Cash**

**FAX #: 1-877-577-7978**





NO. \_\_\_\_\_ **ARBITRATION PROVISION AND WAIVER OF JURY TRIAL**

LICENSEE: Check Into Cash of Louisiana, 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 Provision"), the words "you" and "your" mean the borrower who has signed it. The words "we", "us" and "our" mean Check Into Cash of Louisiana, LLC, ("Lender") operating under the Louisiana Deferred Presentment and Small Loan Act and regulated by the Louisiana Office of Financial Institutions ("OFI"). You may contact the OFI at 866 United Plaza Blvd., Second Floor, Baton Rouge, LA 70809-7024. The toll-free phone number for the OFI is (888) 525-9414, and the website for the OFI is <http://www.ofi.state.la.us/>.

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 Provision 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:

- For purposes of this Arbitration Provision, 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 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 the Consumer Loan Agreement, ACH Authorization Agreement, the information you gave us before entering into the Consumer 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 Provision:

- (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 any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. 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 Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

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 Provision 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 Louisiana.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision 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 Provision we receive via facsimile from you will be considered the original executed Arbitration Provision, 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 Consumer Loan Agreement, and a statement that you wish to opt out of the Arbitration Provision.

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

Check Into Cash of Louisiana, LLC

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

By \_\_\_\_\_  
Its employee

X \_\_\_\_\_

No. \_\_\_\_\_

**ACH AUTHORIZATION AGREEMENT**

In this ACH Authorization Agreement, the words "we" "us " and "our" mean Check Into Cash of Louisiana, LLC d/b/a Check Into Cash 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 Consumer Loan Agreement. 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 Check Into Cash to initiate an automatic credit entry to your bank account number \_\_\_\_\_ at \_\_\_\_\_ for the proceeds of the loan. You hereby voluntarily authorize Check Into Cash 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 and to initiate a debit entry in an amount not to exceed \$2.50 for any applicable insufficient fund fee (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 Check Into Cash 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 consumer 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 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.**

Check Into Cash of Louisiana, LLC  
By \_\_\_\_\_  
Its employee \_\_\_\_\_ Date

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

You hereby authorize Check Into Cash 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 my 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**

**Check Into Cash**  
**FAX #: 1-877-577-7978**

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

**Check Into Cash**  
**FAX #: 1-877-577-7978**

## **PRIVACY POLICIES AND NOTICE OF YOUR RIGHT TO OPT OUT OF INFORMATION SHARING**

This letter will explain to you our privacy policies applicable in your state of residence. It covers all members of the Check into Cash, Inc. corporate family (including the parent company Check Into Cash, Inc. and all of its subsidiaries operating separately in each state and doing business as "Check Into Cash"), CIC Financial Services, LLC and its subsidiaries, Loan By Phone.com, LLC and its subsidiaries, CIC Pawn of Tennessee, LLC, Jones Management Services, LLC, Creditcorp Acceptance Corporation, and Buy Here Pay Here, USA, LLC and its subsidiaries.

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, 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; and
- information obtained from specialized marketing information firms, such as household demographics.

Unless you tell us not to, we may disclose all of the information that we collect, as described above, to companies in our corporate family, as well as to non-affiliated third parties. Companies in our corporate family and non-affiliated third parties who may receive this information are 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, collection agencies, banks, credit card providers, debit card providers, tax preparers, payroll service providers, insurance agencies, bill payment agencies, ATM providers, automobile retailers, automobile finance companies and financial service provider holding companies.

We may also disclose all of the information we collect, as described above, to companies who perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

We may disclose all of the information we collect, as described above, concerning former customers. Former customers have the same opt out privilege discussed below as active customers.

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 that comply with federal regulations to guard your non-public personal information.

If you prefer that we not disclose non-public personal information about you to our affiliate companies or non-affiliated third parties, you may direct us not to share this information by calling us toll free at 1-877-641-6050. If a joint accountholder directs us not to share this information, then such directive will also apply to all other associated joint accountholders. Please note that your direction in this paragraph applies to certain information about you that we might otherwise share with our affiliate companies and non-affiliated third parties. However, we may still share other information about you with our affiliate companies and non-affiliated third parties as permitted by law.

Automated phone lines are available 24 hours a day.

## Check into Cash Louisiana Fee Schedule

<b>Cash Needed</b>	<b>Fee Amount</b>	<b>Check Amount</b>	<b>APR*</b>
<b>\$50.00</b>	<b>\$10.00</b>	<b>\$60.00</b>	<b>521.43%</b>
<b>\$75.00</b>	<b>\$15.00</b>	<b>\$90.00</b>	<b>521.43%</b>
<b>\$100.00</b>	<b>\$20.00</b>	<b>\$120.00</b>	<b>521.43%</b>
<b>\$125.00</b>	<b>\$25.00</b>	<b>\$150.00</b>	<b>521.43%</b>
<b>\$150.00</b>	<b>\$30.00</b>	<b>\$180.00</b>	<b>521.43%</b>
<b>\$175.00</b>	<b>\$35.00</b>	<b>\$210.00</b>	<b>521.43%</b>
<b>\$200.00</b>	<b>\$40.00</b>	<b>\$240.00</b>	<b>521.43%</b>
<b>\$225.00</b>	<b>\$45.00</b>	<b>\$270.00</b>	<b>521.43%</b>
<b>\$250.00</b>	<b>\$45.00</b>	<b>\$295.00</b>	<b>469.29%</b>
<b>\$275.00</b>	<b>\$45.00</b>	<b>\$320.00</b>	<b>426.62%</b>
<b>\$300.00</b>	<b>\$45.00</b>	<b>\$345.00</b>	<b>391.07%</b>

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

In the event your Check is returned from your financial institution for any reason, you agree to pay us \$2.50.