

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

Please print these documents for faxing to

**FAX**

**CHECK INTO CASH**  
**1-877-577-7978**

---

<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</b>	<b>From Fax #:</b>

---

**Comments:**

---

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

---

You should be faxing the following information to Check Into Cash at 1-877-577-7978 no later than 9:00 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:

**Check Into Cash**

**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.**

## **NOTICE**

STATE LAW PROHIBITS YOU FROM HAVING MORE THAN ONE DEFERRED DEPOSIT LOAN AT ANY ONE TIME. FAILURE TO OBEY THIS LAW COULD CREATE SEVERE FINANCIAL HARDSHIP FOR YOU AND YOUR FAMILY.

YOU MUST SIGN THE FOLLOWING STATEMENT:

**I HEREBY SWEAR (OR AFFIRM) THAT I DO NOT HAVE ANOTHER DEFERRED DEPOSIT LOAN OUTSTANDING AT THIS TIME.**

\_\_\_\_\_  
BORROWER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

# Montana 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 CHECK INTO CASH:** 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 to arrange for you 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.

**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 any 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 National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.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.

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 Check Into Cash ("CIC"). CIC 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 CIC of any of the Records by writing to CIC with the details of your request at: customersupport@checkintocash.com. Your request for paper copies may be made after Your Consent and after any withdrawal of Your Consent. CIC will provide the paper copies to you at no charge. CIC 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, CIC 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, CIC 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 CIC electronically. If at any time you wish to withdraw Your Consent, you can send us your request by email to: customersupport@checkintocash.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 CIC Customer Service by telephone at 1-877-577-7978 or by e-mail at customersupport@checkintocash.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 CIC ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE RECORDS, WHICH CIC 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 CIC OVER THE INTERNET. YOU MAY CALL CIC 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: Check Into Cash of Montana, LLC d/b/a Check Into Cash 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 Check Into Cash of Montana, LLC, a lender licensed under the Deferred Deposit Loan Act, Montana Code § 31-1-722 and regulated by the Department of Administration. You may contact the Department for information about licensed lenders and other legal information at: 301 South Park, Suite 316, Helena, MT 59601 or P.O. Box 200546, Helena, MT 59620.

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 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 Agreement, ACH Authorization Agreement, the information you gave us before entering into the 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 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 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 Montana.

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, 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. 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 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.**

Check Into Cash of Montana, LLC d/b/a Check Into Cash

**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 Montana, LLC d/b/a Loan by Phone ("the Company") 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 the Company to initiate an automatic credit entry to your bank account number \_\_\_\_\_ at \_\_\_\_\_ for the proceeds of the loan. You hereby voluntarily authorize the Company 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 of \$30.00 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 the Company 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 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 Montana, LLC d/b/a **Check Into Cash**  
By \_\_\_\_\_  
Its employee \_\_\_\_\_ Date \_\_\_\_\_

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

You hereby authorize the Company and it's successors and assigns to initiate credit and/or debit entries to your account indicated below at the Financial Institution named below, hereinafter called Financial Institutions, 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 the Company has received written notification from you of its termination in such time and manner as to afford the Company and Financial Institutions a reasonable opportunity to act on it.

\_\_\_\_\_  
(print individual name)

**X** \_\_\_\_\_  
(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.**

# **DEFERRED DEPOSIT LOANS AND MONTANA CONSUMERS**

**Montana consumers should take special care when buying or engaging in Deferred Deposit lending transactions.**

Montana law protects consumers who enter into short-term, high rate loans with lenders from abuses that occur in the credit market place. Consumers should be aware of their rights and responsibilities when engaging in a deferred deposit lending transaction.

To protect yourself, follow these guidelines:

1. Contact the Division of Banking and Financial institutions of the Department of Administration at 406-841-2920 to determine if the lender is licensed by the Division.
2. Review the written agreement between the lender and you to make sure that the following information is included:
  - a. the name, address and phone number of the lender making the deferred deposit loan and the signature, initial or other written means of identifying the individual employee who signs the agreement on behalf of the lender;
  - b. an itemization of the fees to be paid by the consumer;
  - c. a clear description of the consumer's payment obligations under the loan;
  - d. a statement providing an opportunity to rescind the agreement through 5:00 pm the first business day after execution of the transaction; and
  - e. a statement in at least 14 point bold type face immediately preceding the signature of the consumer that provides **“you cannot be prosecuted in criminal court for collection of this loan”**.

**A lender may not charge any interest, fees or charges unless authorized by law.**

1. A lender may not charge a fee for each deferred deposit loan entered into with a consumer that exceeds 25% of the principal amount of the loan.
2. If there are insufficient funds to pay a check or authorization for electronic deduction on the date of the presentment, a lender may charge a fee not to exceed \$30.00. Only one fee may be collected with respect to a particular

check even if it has been redeposited and returned more than once. This fee is the lender's exclusive charge for late payment.

## **PROHIBITED ACTS OF LENDER**

### **A LENDER CANNOT:**

1. Engage in deferred deposit lending unless the division has first issued a valid license.
2. Threaten to use or use a criminal process to collect on a loan made to a consumer in this state or any civil process to collect the payment of deferred deposit loans not generally available to creditors to collect on loans in default.
3. Alter the date or **any other** information on a check or authorization for electronic deduction received from a consumer.
4. Charge or collect more fees, charges or interest than those allowed by Montana Law.
5. Engage in unfair, deceptive or fraudulent practices in the making or collecting of a deferred deposit loan.
6. Engage in other acts that are prohibited under Montana's Deferred Deposit Loan Act.

### **REMEMBER:**

Always ask to review and understand the written loan agreement before signing the agreement. Seek advice of someone trustworthy and knowledgeable. Contact your consumer credit counselor, attorney, or financial advisor.

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 Montana Fee Schedule

Cash Needed	Fee Amount	Total Payment	APR (Annual Percentage Rate)*	APR (Annual Percentage Rate)**
\$50.00	\$12.50	\$62.50	651.79%	1303.57%
\$75.00	\$18.75	\$93.75	651.79%	1303.57%
\$100.00	\$25.00	\$125.00	651.79%	1303.57%
\$125.00	\$31.25	\$156.25	651.79%	1303.57%
\$150.00	\$37.50	\$187.50	651.79%	1303.57%
\$175.00	\$43.75	\$218.75	651.79%	1303.57%
\$200.00	\$50.00	\$250.00	651.79%	1303.57%
\$225.00	\$56.25	\$281.25	651.79%	1303.57%
\$250.00	\$62.50	\$312.50	651.79%	1303.57%
\$275.00	\$68.75	\$343.75	651.79%	1303.57%
\$300.00	\$75.00	\$375.00	651.79%	1303.57%

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

\*\*Based on a seven (7) day advance with one (1) payment

If there are insufficient funds on deposit in Your Account to effect an ACH debit entry on the Payment Date for the Total of Payments, then you agree to pay a \$30.00 insufficient funds charge.

*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 seek credit counseling.*