

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 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:

Loan By Phone

FAX #: 1-877-577-7978

Oregon 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 _____
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Day of week you are paid: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Date Next Paid:	Pay Date Following Next Paid:
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*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 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 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 AGREEMENT AND WAIVER OF JURY TRIAL**

LICENSEE: Loan By Phone of Oregon, LLC Telephone No. 1-877-577-7977 Fax No. 1-877-577-7978	
BORROWER: _____	Telephone _____
Address: _____	City/State/Zip _____

In this ARBITRATION AGREEMENT 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 Oregon, LLC ("Lender"), licensed under the Oregon Consumer Finance Act and regulated by the Department of Consumer and Business Services, Division of Finance and Corporate Securities.

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 that 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 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 Oregon.

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 Agreement but only by following the process set forth below. If you do not wish to be subject to this Arbitration Agreement, then you must notify us in writing within thirty (30) calendar days of the date of this Loan Agreement at the following address: *Loan By Phone, 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 Loan Agreement, and a statement that you wish to opt out of the Arbitration Agreement. If this Loan Agreement is your first transaction with us since March 8, 2007 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 March 8, 2007, 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, 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 Oregon, LLC

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

By _____
Its employee

X _____
Borrower

No. _____

ACH AUTHORIZATION AGREEMENT

In this ACH Authorization Agreement, the words "we" "us " and "our" mean Loan By Phone of Oregon, LLC ("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 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 for the proceeds of the Loan to your bank account identified below in the AUTHORIZATION AGREEMENT DIRECT DEPOSITS AND PAYMENTS (ACH CREDITS and DEBITS) ("Your Account"). You also hereby voluntarily authorize Loan By Phone to initiate an automatic debit entry to Your Account on _____ (the "Payment Date") for \$_____ in order to repay the loan, to re-initiate a debit for the payment amount and to initiate an ACH debit entry for a one-time charge of \$20.00, plus \$2.50 which is the amount charged to us if the ACH is dishonored (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 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 Agreement and Waiver of Jury Trial.

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

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

You hereby authorize Loan By Phone 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)

(State)

Type of Acct: _____ Checking _____ Savings

(Routing/Transit Number) (Account Number)

This authority is to remain in full force and effect until Loan By Phone has received written notification from you of its termination in such time and manner as to afford Loan By Phone and FINANCIAL INSTITUTION 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.

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

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.

**NOTICE REGARDING CONSEQUENCES
OF LATE PAYMENT OR DEFAULT**

We are providing you with this Notice at the time you apply for a payday loan to inform you of the consequences or result of your making a late payment or failing to pay your Loan Agreement with us.

Under the Loan Agreement, you will promise to pay us the principal amount of the loan and all interest and fees owing on the date set forth in the Payment Schedule. You will be in default under the Loan Agreement if you do not pay us what you owe us or you cause the check or ACH debit entry to be dishonored on or after the maturity date. In the event of default, you will not be eligible to do another transaction with us. If the check or ACH debit is dishonored or returned due to insufficient funds, then you agree to pay us a one-time charge of \$20, plus \$2.50 which is the amount charged to us for a dishonored check or ACH debit. We may report your past due payment history to a credit reporting agency; and we may turn your account over for collection.

Loan By Phone of Oregon, LLC

Loan by Phone of Oregon, LLC Fee Schedule

Cash Needed	Origination Fee	Interest	Check Amount	APR*
\$100.00	\$10.00	\$3.04	\$113.04	153.54%
\$150.00	\$10.00	\$4.57	\$164.57	114.37%
\$200.00	\$20.00	\$6.09	\$226.09	153.59%
\$250.00	\$20.00	\$7.62	\$277.62	130.08%
\$300.00	\$30.00	\$9.14	\$339.14	153.61%
\$350.00	\$30.00	\$10.67	\$390.67	136.82%
\$400.00	\$30.00	\$12.19	\$442.19	124.19%
\$450.00	\$30.00	\$13.72	\$493.72	114.39%
\$500.00	\$30.00	\$15.24	\$545.24	106.53%

*Based on a thirty-one (31) day advance with one (1) payment

If your Check is dishonored or returned due to insufficient funds, then you agree to pay us a one-time charge of \$20, plus \$2.50 which is the amount charged to us for a dishonored check.

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.

Payday Loans in Oregon



Consumer information from the
**Oregon Division of
Finance and Corporate Securities**
A division of the
Department of Consumer & Business Services

Needing cash because of an unexpected emergency? Thinking about a “payday” loan? Before you make a decision, read this important information about payday loans.

Q. What are payday loans?

- A. Payday loans are generally small short-term loans provided by companies that must be licensed in Oregon. The law limits these loans to no more than 60 days, although companies may impose shorter terms. These loans are also known as cash advance loans, post-dated-check loans, check advance loans, or deferred presentment loans.

Q. How does a payday loan work?

- A. Generally, you give the payday lender a personal check payable to the lender. In return, you receive cash (minus the lender’s fees). Another way is to authorize the company to make an automatic withdrawal from your bank account for the money you’ve borrowed. Fees are different from lender to lender, and the fees that lenders charge are not limited by the State of Oregon. The loan should be set up to be due on or shortly after the day on which you are paid. When your payday loan is due, your check may be cashed (redeemed) by the lender or the lender may make a withdrawal from your bank account.

Q. What if I can’t repay the loan when it is due?

- A. Ask your lender about renewal fees or repayment by installments — an agreement between you and the lender that requires you to repay what you have borrowed in small payments on specific dates. You generally have the option to renew your loan by paying an additional fee. This is called “rolling over” your loan, or simply, a “rollover.”

The fee to renew a loan is usually the same as the amount you paid when you first received the payday loan. Oregon law allows up to three renewals —or rollovers — for each payday loan. After three rollovers, a lender must wait until the next day before making you another payday loan.

Note: *If your check is redeemed and you do not have enough money in your account to cover the check you wrote for the loan, the payday lender may charge additional fees for the bounced check and your financial institution may charge other fees. In addition, the lender may start legal action to collect the loan, which can result in more charges or fees.*

Q. What is the cost of a payday loan?

- A. The fees for payday loans are not limited in Oregon. Generally, lenders charge between \$15 and \$20 per \$100. While this may seem reasonable, remember that if you cannot repay the loan when it’s due and need to renew it, you can end up paying the fee three or four times.

Because fees vary significantly between lenders, you could save money by shopping for the best price on a loan that meets your needs.

Example: *If you borrow \$300 and the cost of the loan (the fee you pay the lender) is \$45, and you cannot repay the loan when it’s due, and you renew it three times, you could end up paying \$180 in fees for the \$300 you borrowed. That’s why it is so important that you understand your present and future financial situation before you obtain a payday loan.*

Q. Are payday loans subject to federal consumer-protection laws?

- A. Yes, lenders must comply with the disclosure requirements of the Truth-in-Lending Act, which requires that the lender disclose an annual percentage rate (APR) (annual cost) of a payday loan.

Borrowers usually look at the cost per \$100 borrowed; however, the APR, which typically ranges from 391 percent to 520 percent, is useful for comparing the cost of payday loans to costs of other types of credit. Oregon law requires that lenders clearly post the APR for a typical payday loan in their office where customers can easily see it.

Lenders must also comply with the Equal Credit Opportunity Act (ECOA), which requires them to provide you with a written notice of the reason for declining to make you a loan.

Q. What are the advantages and disadvantages of a payday loan?

A. Payday loans are fairly accessible provided that you have a job (or a regular source of income) and an account with a financial institution. They may satisfy the needs of some consumers who haven't established a credit history, have damaged credit, or who simply have no other resource when cash is urgently needed. On the other hand, fees for such loans are high, considering the short terms, and payday loans can be extremely expensive and difficult to repay if renewed (rolled over).

Q. But what can I do when I need cash right away?

A. Alternatives to payday loans include borrowing from family members or friends, requesting an advance from your employer, and negotiating bill payments with your creditors and service companies. Your financial institution may provide overdraft protection or small short-term loans. You should consider establishing a plan to save for emergencies and other expenses, according to your income.

Q. What else do I need to know?

- A.
- If you repay any amount of your loan before it's due, you are entitled to a partial refund of your fees.
 - When you apply for payday loans, lenders must give you a written statement that clearly explains what happens if you default or are late with your payments.
 - You do not need to give the payday lender your bank account PIN or other personal information beyond what is required on the application.
 - There are clauses that your contract with a payday lender should *not* include:
 - Your agreement that the lender is released from any liability in connection with the loan.
 - A waiver of your rights to be heard in court or in arbitration.
 - A statement that you, as a consumer, cannot seek legal action against the lender.

Q. How do I file a complaint against a payday lender?

A. If you believe you've been harmed by an unlawful practice of a payday lender, you have up to one year to file a complaint with the Division of Finance and Corporate Securities. Your complaint can be submitted in writing to the address in this brochure or you can file the complaint online.

Always read the loan agreement and ask questions about the loan before you sign the agreement.

Q. Who should I contact?

- A.
- To find out which companies are licensed to make payday loans in Oregon, to file a complaint, or to get a list of registered nonprofit organizations that offer financial counseling services, contact the Oregon Division of Finance and Corporate Securities (DFCS) of the Department of Consumer Business Services by telephone, (503) 378-4140, or toll-free, (866) 814-9710.
 - To find out more about financial services and laws in Oregon or to file a complaint, go to DFCS online, <http://dfcs.oregon.gov>.
 - Send mail to:

Department of Consumer & Business Services
Division of Finance and Corporate Securities
P.O. Box 14480
Salem, OR 97309-0405
 - To locate a consumer-credit counseling service near you, call (800) 388-2227 or visit www.nfcc.org.
 - For legal advice on issues or disputes involving a payday loan, contact a lawyer.

Division of Finance and Corporate Securities mission:

To encourage the widest possible range of financial services, products and information for Oregonians, delivered in a safe, sound and fraud-free manner.

Préstamos para el día de pago (payday loans) en Oregon



Información para consumidores de la
**División de Finanzas y
Valores Corporativos**
Una división del Departamento de
Servicios a los Consumidores
y los Negocios del Estado de Oregon

¿Necesita dinero para una emergencia y está pensando en pedir un préstamo para el día de pago, conocidos en inglés como “payday loan”? Si es así, antes de decidir, usted debe saber algunos puntos importantes acerca de este tipo de préstamos.

Q. ¿Que son los préstamos para el día de pago o “payday loans”?

R. Son préstamos de cantidades pequeñas a corto plazo que se pueden conseguir de negocios que deben tener licencia con el estado de Oregon para hacer este tipo de préstamos. La ley indica que estos préstamos no deben pasar de los 60 días. Sin embargo, hay algunas compañías que pueden requerir que el tiempo sea más corto.

Estos préstamos también se los conoce en inglés como “cash-advance loans,” “post-dated check loans,” “check-advance loans,” o “deferred presentment loans.”

Q. ¿Como funcionan este tipo de préstamos?

A. Usualmente usted escribe un cheque personal o da una autorización a la compañía de préstamos, por la cantidad que usted necesita, mas la tarifa o costo del préstamo. A cambio, se le dará el dinero que necesita, menos la tarifa del préstamo, que puede variar de una compañía a otra. Es importante saber que la ley de Oregon no limita el costo de estos préstamos. Al cumplirse el término de su préstamo, que debe ser el mismo día o inmediatamente después de cuando a usted le pagan, la compañía cobrará su cheque personal o la cantidad del préstamo directamente de su institución financiera.

Q. ¿Que pasa si no puedo pagar cuando se venza el plazo de mi préstamo?

R. En algunos casos y por la falta de dinero, los consumidores se ven en la necesidad de “renovar” (rollover) su préstamo. Pregunte a la compañía, cuánto se le cobrará por renovarlo. La ley de Oregon limita hasta un máximo de tres, las veces que se puede renovar un préstamo de este tipo. Pregunte también si usted podría pagar su préstamo en cuotas.

Si usted tuvo que renovar su préstamo las tres veces permitidas por ley, el prestamista deberá esperar por lo menos un día, antes de darle un nuevo préstamo.

Tome nota: Si su cheque es depositado y no tiene el dinero suficiente en su cuenta bancaria para cubrirlo, el prestamista podría hacerle cobros adicionales por el cheque sin fondos, aparte de lo que le cobraría su institución financiera. El prestamista también podría empezar una acción legal para cobrarle el préstamo que aumentaría la cantidad que usted adeuda.

Q. ¿Cuánto es el costo de los préstamos para el día de pago?

R. Las tarifas o costos de este tipo de préstamos varían y la ley estatal no pone límites a los costos. Es común que se cobre de \$15 a \$20 por cada cien dólares prestados. Aunque esta cantidad parezca razonable, si tiene que renovar el préstamo las tres veces, puede costarle hasta cuatro veces el costo original. Los costos de este tipo de préstamos pueden variar bastante de un prestamista a otro, por eso es aconsejable que se busque el préstamo que sea más favorable para usted.

Un ejemplo: Si usted se presta \$300 y se le cobra \$45 por esa cantidad, si por alguna razón no puede pagar al término del plazo y tiene que renovar las tres veces permitidas por ley, usted podría terminar pagando \$180 por los \$300 que originalmente se le prestó. Por esta razón se debe tener muy en cuenta la situación financiera actual y futura cuando venza el plazo para devolver el dinero prestado.

Q. ¿Están sujetos este tipo préstamos a las leyes federales de protección al consumidor?

R. Los prestamistas deben registrarse a las leyes de préstamos como la “Ley acerca de la veracidad de los préstamos” o Truth-in-Lending en inglés. Esta ley requiere que el prestamista le de la copia del desglose o documento donde muestre la tasa de porcentaje anual (APR).

Usualmente los consumidores se fijan sólo en el costo por cada cien dólares prestados, pero las tasas de porcentaje anual (APR) pueden variar de 391% a 520%. La ley del estado de Oregon requiere que las compañías que hacen este tipo de préstamos, pongan en un lugar visible dentro de sus oficinas un letrero que tenga un préstamo típico como ejemplo, donde enseñe también el APR.

Si se le negó un préstamo, el prestamista deben cumplir con la ley de Acceso Equitativo a la Oportunidad Crediticia (ECO por sus siglas en inglés), que exige que se le notifique por escrito, la razón por la que se le negó el préstamo.

Q. ¿Cuales son las ventajas y desventajas de un préstamo para el día de pago?

R. Este tipo de préstamos son bastante fáciles de obtener, con tal que se tenga un trabajo o fuente de ingresos y una cuenta bancaria. Estos préstamos pueden satisfacer las necesidades de individuos que no tienen una historia de crédito establecido, que tienen mal crédito o simplemente no tienen de donde pedir dinero prestado cuando se presenta una emergencia. Por otra parte, este tipo de préstamos pueden considerarse costosos, teniendo en cuenta el corto tiempo por el que se lo puede obtener y más aún cuando se los tiene que renovar.

Q. ¿Entonces que debo hacer si estoy urgido/a de dinero?

R. Sus opciones podrían ser: prestarse el dinero de amigos o familiares, pedir un adelanto de su sueldo o negociar con sus acreedores o compañías proveedoras de servicios el pago de su deuda. Es posible que su institución financiera pueda proveerle con algún tipo de cuenta que tenga "reservas" (overdraft protection), en caso de que usted exceda el balance de sus fondos disponibles en su cuenta bancaria. Es importante que en base a sus ingresos, considere establecer un presupuesto y ahorrar para casos de emergencia.

Q. ¿Que más debo saber?

- R. • Si usted puede hacer pagos parciales de su préstamo antes de que se cumpla el plazo, usted podría recuperar una parte del costo cuando obtuvo este tipo de préstamo.
- Cuando usted aplica para un préstamo para el día de pago, el prestamista debe darle un documento que le explique en detalle los resultados, en caso de no cumplirse con lo acordado en el contrato.
 - No es necesario que usted de al prestamista su número privado de su cuenta bancaria (PIN) u otra información personal que no sea necesaria para su préstamo para el día de pago.
 - También hay algunas cláusulas que su contrato **no** debe incluir como:
 - Un acuerdo donde el prestamista no se responsabiliza por algún problema relacionado con el préstamo.
 - La renuncia a sus derechos de ser escuchado en una corte o a un arbitraje.
 - Una declaración personal donde usted como consumidor, no pueda iniciar un juicio legal.

Q. ¿Donde me puedo quejar en contra de una compañía que hace este tipo de préstamos?

R. Si usted cree que fue engañado o perjudicado por una acción ilegal de la compañía que le dió el préstamo, usted tendrá hasta un año para poder presentar su queja con la División de Finanzas y Valores Corporativos (DFCS). Su queja puede ser dirigida por correo a la dirección al final de este panfleto o también puede enviarla electrónicamente por la red del internet.

Es importante que lea su aplicación y la llene detallada y completamente. Haga las preguntas que crea necesarias acerca de su préstamo antes de firmar.

Q. ¿Con quién me debo contactar?

- R. • Para determinar si una compañía tiene licencia en Oregon para hacer préstamos para el día de pago, para presentar una queja o para obtener una lista de organizaciones no lucrativas que ofrecen consejería en finanzas personales, contáctese con la División de Finanzas y Valores Corporativos (DFCS) del Departamento de Servicios al Consumidor y los Negocios (DCBS), llamando al 503-378-4140. Para llamadas de larga distancia al 866-814-9710.
- Nuestra página en la red del internet es: <http://dfcs.oregon.gov>.
 - Nuestra dirección de correo es:
Department of Consumer & Business Services
Division of Finance & Corporate Securities
P.O. Box 14480
Salem, OR 97309-0405
 - Si desea una lista de organizaciones no lucrativas que proveen educación financiera o de crédito cercana a su área, usted puede llamar al 800-388-2227, o visite la red del internet: www.nfcc.org.
 - Para obtener consejo legal o para buscar algún tipo de restitución financiera, por favor contáctese con un abogado.

Nuestra misión

La misión de la División de Finanzas y Valores Corporativos (DFCS), es la de fomentar la más amplia variedad posible de servicios financieros, productos e información disponibles para los residentes de Oregon, de una manera segura, sin riesgos y libres de fraude.