

**APPLICATION (Integrity Advance,  
LLC)**      **FORM #1**      **Loan #:** \_\_\_\_\_

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW**

**ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we ("we" or "us" refers to "Integrity Advance, LLC") will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document.

**NOTICE: WE ARE REQUIRED BY LAW TO ADOPT PROCEDURES TO REQUEST AND RETAIN IN OUR RECORDS INFORMATION NECESSARY TO VERIFY YOUR IDENTITY**

**PERSONAL INFORMATION**

Name:	Social Security Number:	
Address:	City:	State: Zip:
Date of Birth:	Length at Address: Yrs Mths	Email Address:
Home Phone:	Cell Phone:	Fax Number:

**EMPLOYMENT INFORMATION**

Employer:	Month Net Income:	Work Phone:
Pay Period:	Next Pay Date:	2nd Pay Date:
Length of Employment: <u>EMPLOYMENT_DATE</u>	Length of Employment: <u>EMPLOYMENT_DATE</u>	
Supervisor's Name:	Supervisor or HR Phone:	

**BANK INFORMATION**

Type of Account:	Routing Number:	Account Number:
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**REFERENCE INFORMATION**

1.	Phone Number:	Relationship:
2.	Phone Number:	Relationship:

By typing your name and clicking "I Agree" below, you are electronically signing this Application. By electronically signing and submitting this Application, you certify that all of the information provided above is true, complete and correct and provided to us for the purpose of inducing us to make the loan for which you are applying and you acknowledge receiving a fully completed copy of this Application and accompanying documents. This Application will be deemed incomplete and will not be processed by us unless agreed by you below. By electronically signing below you also agree that we may obtain and use information about you from third parties, including consumer reports, to evaluate your application and to review your account for as long as you owe any amount to us.

**LOAN AGREEMENT****FORM #2****Loan #:**

Disbursement Date: Payment Date:	Loan #:
(Integrity Advance, LLC) 300 Creek View Road Suite 102 Newark, DE 19711 Phone: (800) 505-6073	NAME: ADDRESS: CITY: STATE: AL ZIP: PHONE:

In this Loan Agreement (hereinafter, the "Loan Agreement") the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean Integrity Advance, LLC ("Lender"), a licensed lender of payday loans regulated by the Delaware State Bank Commissioner.

**FEDERAL TRUTH IN LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate. _____ %	The dollar amount the credit will cost you. _____	The amount of credit provided to you or on your behalf. _____	The amount you will have paid after you have made all payments as scheduled. _____

**Security:** You are giving a security interest in the ACH Authorization.

**Prepayment:** If you pay off early, you will be entitled to a refund of the unearned portion of the finance charge.

See the terms of the Loan Agreement below for any additional information about nonpayment, default, and prepayment refunds.

Itemization of Amount Financed: Amount given to you directly: \_\_\_\_\_. Amount paid on Loan#: \_\_\_\_ with us: \_\_\_\_\_.

**PAYMENT OPTIONS:** You must select your payment option at least three (3) business days prior to your Payment Due Date by contacting us at (800) 505-6073. At that time, you may choose:

- (a) Payment in full: You may pay the Total of Payments shown above, plus any accrued fees, to satisfy your loan in full. When you contact us and choose this option, we will debit Your Bank Account (defined below in the ACH Authorization) for the Total of Payments plus any accrued fees, in accordance with the ACH Authorization below; OR
- (b) Renewal: You may renew your loan (that is, extend the Payment Due Date of your loan until your next Pay Date\*) by authorizing us to debit Your Bank Account for the amount of the Finance Charge, plus any accrued fees. If you choose this option, your new Payment Due Date will be your next Pay Date, and the rest of the terms of the Loan Agreement will continue to apply.

\* The term "Pay Date," as used in this Loan Agreement, refers to the next time following the Payment Due Date, that you receive regular wages or salary from your employer. Because Renewals are for at least fourteen (14) days, if you are paid weekly, your loan will not be Renewed until the next Pay Date that is at least fourteen days after the prior Payment Due Date.

**AUTO-RENEWAL:** If you fail to contact us to confirm your Payment Option at least three (3) business days prior to any Payment Due Date, or otherwise fail to pay the loan in full on any Pay Date, Lender may automatically renew your loan as described under (b) above, and debit Your Bank Account on the Payment Due Date or thereafter for the Finance Charge and any accrued fees. Your new Payment Due Date will be your next Pay Date, and the rest of the terms of the Loan Agreement will continue to apply. You must contact us at least three (3) business days prior to your new Payment Due Date to confirm your payment option for the Renewal. If you fail to contact us, or otherwise fail to pay the loan in full on your new Payment Due Date, we may automatically renew the loan until your next Pay Date. After your initial loan payment, you may obtain up to four (4) Renewals. All terms of the Loan Agreement continue to apply to Renewals. All Renewals are subject to Lender's approval. Under Delaware law, if you qualify, we may allow you to enter into up to four (4) Renewals, also known as a "refinancing" or a "rollover". The full outstanding balance shall be due upon completion of the term of all Renewals, unless you qualify for Auto-Workout, as described below.

**AUTO-WORKOUT:** Unless you contact us to confirm your option for Payment in Full prior to your Fourth Renewal Payment Due Date, your loan will automatically be placed into an Auto-Workout payment plan. Under the Auto-Workout payment plan, Your Bank Account will automatically be debited on your Pay Date for accrued finance charges plus a principal payment of \$50.00, until all amounts owed hereunder are paid in full. This does not limit any of Lender's other rights under the terms of the Loan Agreement. All Auto-Workout payment plans are subject to Lender's approval.

**DISBURSEMENT:** In order to complete your transaction with us, you must electronically sign the Loan Agreement by clicking the "I Agree" button at the end of the Loan Agreement, as well as all other "I Agree" buttons that appear within the Loan Agreement and related documents that

appear below. We will then approve or deny your application and the Loan Agreement. If the Loan Agreement is approved, we will use commercially reasonable efforts to affect a credit entry by depositing the proceeds from the Loan Agreement into Your Bank Account on the Disbursement Date. Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of pay stubs, if such pay stubs are required, inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. You will have the option of rescinding the loan and this Loan Agreement in accordance with the RESCISSION" provision listed below, which describes, among other things, the time and manner within which notice of rescission must be given to be effective. Failure to give such notice as and when set out in the "RESCISSON" provision will be deemed to constitute acceptance by you of the delayed disbursement date.

**YOUR PROMISE TO PAY:** You promise to pay us the Total of Payments according to the terms of our disclosures set forth below on the Payment Due Date and all other amounts owed to us under the Loan Agreement. You grant us a security interest in your ACH Authorization (defined below) in the amount of the Total of Payments which we may negotiate on the Payment Due Date or thereafter. All payments will be applied first to interest and fees and then to principal. Both the amount of interest charged and rate thereof are set forth respectively in the Finance Charge and Annual Percentage Rate disclosures in the Loan Agreement. Pursuant to the ACH Authorization, you have directed us to initiate one or more ECheck/ACH (collectively "ACH") automatic credit debit entries to Your Bank Account for the amounts owed to us under the Loan Agreement on the Payment Due Date or thereafter and for certain fees that may be assessed in the event of dishonor when presentment is made to your bank on your ACH Authorization.

**CONSENT TO ELECTRONIC COMMUNICATIONS :** The following terms and conditions govern electronic communications in connection with the Loan Agreement and the transaction evidenced hereby (the "Consent"). By electronically signing the Loan Agreement by clicking the "I AGREE" button and entering your name below, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth above, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, [www.IAdvanceCash.com](http://www.IAdvanceCash.com), or by sending it to you by e-mail.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at 300 Creek View Road, Suite 102, Newark, DE 19711, or by calling us at (800) 505-6073. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. If you choose to receive

Communications in paper or non-electronic form, we may elect to terminate the Loan Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.

- You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer ("SSL") protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider.
- You hereby provide us with your express consent to receive SMS messages from us via any of the phone numbers provided to us.
- We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice in accordance with applicable law.

By entering your name and today's date and clicking the "I Agree" button below, you are electronically signing this document and confirming that: (1) your system meets the requirements set forth above; (2) you agree to receive Communications electronically; and (3) you are able to access and print or store information presented at this website.

**SECURITY:** Pursuant to Comment 2(a)(25) of the Federal Reserve Board Official Staff Commentary to Regulation Z 226.2, we have disclosed to you that our interest in the ACH Authorization is a security interest for Truth-in-Lending purposes only, because federal and Delaware law do not clearly address whether our interest in the ACH Authorization is a "security interest."

**RESCISSION:** You may rescind future payment obligations under the Loan Agreement, without cost or finance charges, no later than 5:00 p.m. Eastern time of the next business day immediately following the Disbursement Date ("Rescission Deadline"). To rescind future payment obligations on this loan, you must inform us in writing, by or before the Rescission Deadline, either by email to [info@iadvancencash.com](mailto:info@iadvancencash.com) or by fax to (800)-581-8148, that you want to cancel the future payment obligations on this loan and that you authorize us to effect a debit entry to Your Bank Account for the principal amount of the Loan Agreement. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but before the loan proceeds have been credited to Your Bank Account, we will not affect a debit entry to Your Bank Account and both ours and your obligations under the Loan Agreement will be rescinded. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but after the loan proceeds have been credited to Your Bank Account, we will affect a debit to Your Bank Account for the principal amount of the Loan Agreement. If

we receive payment of the principal amount via the debit, ours and your obligations under the Loan Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Loan Agreement will remain in full force and effect.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**DEFAULT:** You will be in default under this Agreement if you do not pay us what you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored.

**REFUSED INSTRUMENT CHARGE:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a non-sufficient funds (NSF) fee of \$25.

**GOVERNING LAW:** The laws of the State of Delaware will govern this Agreement. However, any dispute arising out of this Loan Agreement and any renewal thereof will be subject to the ARBITRATION PROVISION, which is governed by the Federal Arbitration Act.

#### SPECIAL NOTICE:

(1) THIS LOAN IS DESIGNED AS A SHORT-TERM CASH FLOW SOLUTION AND NOT DESIGNED AS A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.

(2) ADDITIONAL FEES MAY ACCRUE IF THE LOAN IS REFINANCED OR "ROLLED OVER".

(3) CREDIT COUNSELING SERVICES ARE AVAILABLE TO CONSUMERS WHO ARE EXPERIENCING FINANCIAL PROBLEMS.

BY ENTERING YOUR NAME AND TODAY'S DATE AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THE LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THE LOAN AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THE LOAN AGREEMENT AND THE SCHEDULE OF CHARGES AND FEES BELOW.

#### **SCHEDEULE OF CHARGES AND FEES**

A PAYDAY LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS

According to the Commissioners Regulation 2203, Section 1.0, Notification, every licensee shall furnish to every applicant a copy of the Itemized Schedule of Charges and Fees at the time when such application is made. As per the aforementioned Commissioners Regulation 2203, Section 1.0, Notification, please review the itemized schedule of charges and fees below to better understand the charges and fees associated with your loan.

The APR, or Annual Percentage Rate, is the term for the effective interest rate that the borrower will pay on a loan to the lender in a standardized way. This is to show the total cost of credit to the consumer, expressed as an annual percentage of the amount of credit lent to the borrower. While APR is intended to make it easier to compare lenders and loan options, it can seem complicated to those that are not aware of its implications.

There is no account set up fee and, when scheduled payments are made, there are no additional fees outside the principal amount borrowed and the interest that accumulates on the amount borrowed. When comparing interest rates among companies, please note that some companies may charge set up fees, application fees, or other such charges while we do not charge for these services.

## OTHER FEES

**NSF FEE:**\$25.00

### VIP CUSTOMER FEES

#### LOAN AMOUNT

DAYS	684.38	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00	\$350.00	\$400.00	\$450.00	\$500.00	\$550.00	\$600.00	\$650.00	\$700.00
23	380.87%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
22	398.18%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
21	417.14%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
20	438.00%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
19	461.05%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
18	486.67%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
17	515.29%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
16	547.50%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
15	584.00%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
14	625.71%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
13	673.85%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
12	730.00%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
11	796.36%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
10	876.00%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
9	973.33%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00
8	1095.00%	\$24.00	\$36.00	\$48.00	\$60.00	\$72.00	\$84.00	\$96.00	\$108.00	\$120.00	\$132.00	\$144.00	\$156.00	\$168.00

### STANDARD LOAN FEES (NEW CUSTOMERS AND NON-VIP CUSTOMERS)

#### LOAN AMOUNT

DAYS	684.38	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00	\$350.00	\$400.00	\$450.00	\$500.00
23	476.09%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
22	497.73%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
21	521.43%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
20	547.50%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
19	576.32%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
18	608.33%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
17	644.12%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
16	684.38%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
15	730.00%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
14	782.14%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
13	842.31%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
12	912.50%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
11	995.45%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
10	1095.00%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
9	1216.67%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00
8	1368.75%	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$105.00	\$120.00	\$135.00	\$150.00

**RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US, IF YOU DO SO BY THE END OF BUSINESS ON THE BUSINESS DAY AFTER \_\_\_\_.** To cancel, you may call us at (800) 505-6073 to alert us of your intention to cancel. Alternatively, you may print this page, complete the information in this box, sign and fax it to us at (800)-581-8148. If you follow these procedures but there are insufficient funds available in Your Bank Account to enable us to reverse the transfer of loan proceeds at the time we effect an ACH debit entry of Your Bank Account, your cancellation will not be effective and you will be required to pay the loan and our charges on the scheduled maturity date.

Signature: (X)

Date:

**ACH AUTHORIZATION (Integrity Advance, LLC) FORM #2b Loan #:**

**READ VERY CAREFULLY BEFORE INITIALING OR SIGNING**

**ACH AUTHORIZATION:** You hereby voluntarily authorize us, and our successors and assigns, to initiate an ACH entry to Your Bank Account as described below:

**“YOUR BANK ACCOUNT” INFO:**

Name:	Bank Name:	CUSTOMER_BANK_NAME
Address:	Transit ABA Number:	
City, State Zip:	Checking Account Number:	
Phone:		
Amount:		
Payment Due Date:		

This ACH Authorization is a part of and relates to the Loan Agreement dated \_\_\_\_ (the "Loan Agreement"). The words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean Integrity Advance, LLC ("Lender"), a licensed lender of payday loans regulated by the Delaware State Bank Commissioner. You hereby voluntarily authorize us, and our successors and assigns, to initiate automatic credit and debit entries to Your Bank Account in accordance with the Loan Agreement. You agree that we will initiate a credit entry to Your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that we may initiate a debit entry to Your Bank Account up to two additional times after our first presentation and re-initiate a debit entry for the same amount if the ACH is dishonored.

You also authorize us to initiate an ACH debit entry to Your Bank Account:

- (a) for the Total of Payments plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us at least three (3) business days prior to such date and select Payment Option (a) in the Loan Agreement (Pay in full);

- (b) for the Finance Charge plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us at least three (3) business days prior to such date and select Payment Option (b) in the Loan Agreement (RENEWAL), or if you fail to contact us to confirm your payment option;
- (c) for the accrued finance charges and fees, plus \$50.00 on each Pay Date after the fourth (4th) Renewal Payment Due Date, until all amounts owed under the Loan Agreement are paid in full; and
- (d) for any accrued NSF Fees, subject to the Loan Agreement.

The ACH Authorizations set forth in the Loan Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total of Payments, plus any other charges or fees incurred and described in the Loan Agreement, is fully satisfied. You may only revoke the above authorizations by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us and you authorize us to prepare and submit one or more checks drawn on Your Bank Account so long as amounts are owed to us under the Loan Agreement.

You further authorize us to initiate two additional debit entries as necessary to recoup the outstanding loan balance whenever an ACH transaction is returned to us for any reason. You understand and agree that this ACH Authorization is provided for your convenience, and that you have authorized repayment of your loan by ACH debits voluntarily. You agree that you may repay your indebtedness through other means, including by providing timely payment via cashiers check or money order directed to: Integrity Advance, 300 Creek View Road, Suite 102, Newark, DE 19711.

You authorize us to verify all of the information that you have provided, including past and/or current information. You agree that the ACH Authorization herein is for repayment of a single payment loan, or for single payment of finance charges for Renewals, and that these entries shall not recur at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

If your payment is returned to us by your financial institution due to insufficient funds or a closed account, you agree that we may recover court costs and reasonable attorney's fees incurred by us.

In addition, you also agree to the following:

1. I understand that you are licensed in the State of Delaware and operate your business within the State of Delaware. I understand that I could have traveled to Delaware to apply for a loan at your office in Delaware but I have chosen to apply for this loan via the internet, telephone and/or fax for my own convenience.

2. I understand that no binding contract between myself and you will be formed until my application is received by you in Delaware and is approved by your underwriting department, also located in Delaware.
3. I acknowledge that I have received, read, understand, and agree to the Integrity Advance Privacy Policy.
4. I understand that the Loan Agreement and any subsequent agreements between myself and you are subject to Delaware law, that I agree to be bound by such law, and acknowledge that, in the event of a bona fide dispute between myself and you, that Delaware law shall exclusively apply to such disputes, regardless of where any proceedings are held.
5. I understand that submitting false information to induce you to grant me a loan (i.e., a false social security number, false identification, altered bank statements, etc.) constitutes fraud and may subject me to criminal penalties. I further acknowledge that you have disclosed your policy that you will report such instances of fraud to the appropriate law enforcement agencies.
6. I understand if I prefer to pay all or part of the loan amount, I can call you at (800) 505-6073 at least three (3) business days before my payment is due.
7. I understand and accept if I default on my loan and I do not cooperate with you on repaying my debt, including the original loan amount and all fees that may apply, you may submit my name to a collection agency and report the incident to a consumer reporting agency database, such as Teletrack and/or CL Verify, which may negatively impact my ability to write checks and to receive loans or advances from other companies.
8. I understand and accept if my account is turned over to a third party collection agency and they are unable to collect the amount owed you, the collection agency will then pursue every action granted to them under the law, including but not limited to wage garnishment.

## **ARBITRATION PROVISION**

**FORM #3**

(Integrity Advance, LLC) Loan #:

Borrower's Name:

Date:

Borrower: PLEASE READ AND COMPLETE THE FOLLOWING:

**DEFAULT, GOVERNING LAW, ASSIGNMENT AND EXECUTION.** You will be in default if you do not pay us the amounts you owe us under the Loan Agreement. The Application, Loan Agreement, and ACH Authorization, will be governed by the laws of the State of Delaware. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). We may assign or transfer the Loan Agreement or any of our rights hereunder. If the Loan Agreement is consummated, then you agree that the electronically signed Loan Agreement, ACH Authorization, and Arbitration Provision we receive from you will be

considered the original executed Loan Agreement, ACH Authorization, and Arbitration Provision, respectively, which are binding and enforceable as to both parties.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** 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, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and 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 Loan Agreement, the information you gave us before entering into the Loan 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 JAMS (1-800-352-5267) <http://www.jamsadr.com>. The parties may also agree to select an arbitrator who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with such arbitrators rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator 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 pay, or reimburse you for, 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. 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. 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. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than

the value of our last written settlement offer made before an arbitrator was selected, then we will: (i) pay you the amount of the award or \$7,500 ("the alternative payment"), whichever is greater; and (ii) pay your attorney the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably incurs for investigating, preparing, and pursuing your claim in arbitration ("the attorney fees"). If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney fees, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney fees at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed in the preceding sentences supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail, we agree that we will not seek such an award.

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 Delaware.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision 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. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

**9. OPT-OUT PROCESS.** You may choose to opt out of the 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 sixty (60) calendar days of the date of this Arbitration Provision at the following address: Integrity Advance, 300 Creek View Road, Suite 102, Newark, DE 19711. Your written notice must include your name, address, account number or social security number, the date of this Arbitration Provision, and a statement that you wish to opt out of this Arbitration Provision. If you choose to opt out, then your choice will apply only to

the Application, Loan Agreement, ACH Authorization, and Arbitration Provisions submitted by you in this transaction.

### **COVERED BORROWER IDENTIFICATION STATEMENT:**

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

#### **PLEASE SELECT ONE OF THE FOLLOWING STATEMENTS:**

- 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, or such member serving on Active National Guard duty.
- I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.
- I AM NOT 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 (or a dependent of such a member).

**WARNING: IT IS IMPORTANT TO FILL OUT THIS FORM ACCURATELY.  
KNOWINGLY MAKING A FALSE STATEMENT ON A CREDIT APPLICATION IS A CRIME.**

By entering your name and clicking the "I Agree" button below, you are electronically signing and agreeing to all the terms of the Loan Agreement, the Arbitration Provision, and the ACH Authorization (the Loan Documents) and providing or confirming your electronic signature on all of the Loan Documents, and you are expressly consenting to receive SMS messages from us. You agree that your electronic signature has the full force and effect of your physical signature and that it binds you to the Loan Documents in the same manner a physical signature would do so. By electronically signing below, you also acknowledge that all of the Loan Documents were filled in before you did so and you have read, understand, and agree to all of the terms of the Loan Documents, including the provision entitled "**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION**" and the Privacy Policy and Covered Borrower Identification Statement. You agree that your right to file suit against us for any claim or dispute regarding the Loan Documents or your relationship with us is limited by the **WAIVER OF JURY TRIAL AND ARBITRATION PROVISION**. You also agree that all information you provided to us prior to or during the completion of the Loan Documents is complete and accurate. You represent that you are

**not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.**

Printed Name: Signature: (X)

Date: \_\_\_\_\_

**COVERED BORROWER IDENTIFICATION STATEMENT:**

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

**PLEASE SELECT ONE OF THE FOLLOWING STATEMENTS:**

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- I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.
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**WARNING: IT IS IMPORTANT TO FILL OUT THIS FORM ACCURATELY.  
KNOWINGLY MAKING A FALSE STATEMENT ON A CREDIT APPLICATION IS A CRIME.**

Printed Name:

Signature: (X)

Date: \_\_\_\_\_

I Agree

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