

**ENDORSE the
attached check
& DEPOSIT to
your bank account**

**TALK TO
A LENDER**

**VISIT
OUR OFFICE**

We have good news, [REDACTED] You are pre-approved for a loan for spring expenses. Act now to take advantage of this special opportunity, available to you for the next 30 days.

GUARANTEED LOAN OF \$3,513.26.

*You can choose to stop receiving "Prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See **PRESCREEN & OPT-OUT NOTICE** below for more information about prescreened offers.*

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. If you do not want to receive prescreened offers of credit from this and other companies you can call 1-888-567-8688 or write to the following consumer reporting agencies: Experian Inc, P.O. Box 919, Allen, TX 75013; TransUnion, TransUnion Removal Option, P.O. Box 505, Woodlyn, PA 19094; Equifax, P.O. Box 740123, Atlanta, GA 30374-0123.

THIS IS A SOLICITATION FOR A LOAN—READ THIS ENCLOSED DISCLOSURE, INCLUDING THE ARBITRATION AGREEMENT ON THE REVERSE SIDE, BEFORE SIGNING AND CASHING THIS CHECK.

Please void and destroy the check if you are not going to use it.

Truth-in-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
33.79%	\$1,736.74	\$3,513.26	\$5,250.00

Your payment schedule will be 30 equal monthly payments of \$175.00 each, beginning on [REDACTED]*.

Late Charge: If you're more than 10 days late in paying any part of an installment, you promise to pay a late charge of 5% of the unpaid amount of the installment, or \$10.00, whichever is greater.

Prepayment: If you prepay in full, you may be entitled to a refund of part of the finance charge. If you prepay in part, you will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

* = means an estimate.

Itemization of Amount Financed:

1. Amount Paid to Customer \$3,513.26, 2. Amount Paid to [REDACTED] for Origination Fee \$50.00, 3. Amount Paid to [REDACTED] for Documentation Fee \$20.00,
4. Less Prepaid Finance Charge \$70.00, 5. Amount Financed \$3,513.26 (Sum of 1-3, less 4)

READ THE ATTACHED NOTE, DISCLOSURE AND ARBITRATION AGREEMENT BEFORE CASHING THIS CHECK.

Check No. [REDACTED]

Date: [REDACTED]

\$3,513.26

Three Thousand Five Hundred Thirteen Dollars and 26/100-----

PAY TO THE ORDER OF:

[REDACTED]
<123 AnyStreet>
AnyTown, US 123456789

*Check valid for 30 days from the above date.
Pay [REDACTED] to [REDACTED] required.*

By [REDACTED]

Form NO. [REDACTED]

THIS IS A LOAN

Pay to the order of:

Issued By:

\$3,513.26

Check No. [REDACTED]

Date: [REDACTED]

Check Valid for 30 days from above date.
Payee endorsement and 2 forms of ID required.

ENDORSEMENT AND PROMISE TO REPAY LOAN: By signing this check, you, the Borrower, agree to the terms of the Note and Arbitration Agreement below bearing the form number shown on the front of this check. You also promise to repay this loan to us, the Lender, according to the terms of the Note. You agree to retain this document, together with a copy of the endorsed check, for your records. **WARNING: THE CASHING OF THIS CHECK WILL ENROLL YOU IN A PROGRAM OR A LOAN, OR WILL CAUSE YOU TO BE BOUND TO PURCHASE GOODS OR SERVICES WHICH MAY COST YOU ADDITIONAL MONEY.**

By cashing this check, you authorize [REDACTED] to obtain your credit report to validate your information on file.

Form No. [REDACTED]

NOTE

Parties. The words **you** and **your** mean the Borrowers. The words **we**, **us** and **our** refer to the Lender. **Your Promise to Pay and The Terms of Repayment.** To repay your loan, you promise to pay us the **Total of Payments** of \$5,250.00. The Total of Payments includes the Amount Financed \$3,513.26 plus **Finance Charge** of \$1,736.74. The Finance Charge includes the Loan Finance Charge of \$1,666.74 and the Origination Fee \$50.00 and the Documentation Fee \$20.00. You agree to pay this sum to us at our office in 30 equal monthly payments of \$175.00 each. The date of this Note is the date we pay the attached check, and your first payment is due one month later. Your remaining payments are due on the same day of each following month until the loan is paid. The **Annual Percentage Rate** is 33.79%. **Right to Prepay Loan-Refund of Loan Finance Charge.** You can prepay your loan any time. If your loan is prepaid in full by a new loan with us, we'll refund any Unearned Loan Finance Charge using the Rule of 78s after first deducting \$25 from the unearned Loan Finance Charge; however \$25 will not be deducted if prepayment occurs after more than one-half of the term of your loan has elapsed. No refund will be made if the unearned Loan Finance Charge is less than \$1.00. The Origination Fee and the Documentation Fee are withheld from the proceeds of your loan and are fully earned on the date of your loan and are not subject to refund. If you prepay your loan in part, you will not be entitled to a refund of any portion of the unearned Loan Finance Charge. **Late Charge.** If you're more than 10 days late in paying any part of an installment, you promise to pay a late charge of 5% of the unpaid amount of the installment, or \$10.00, whichever is greater. **Return Check Charge.** If a check used to make a payment on this loan is not honored because of insufficient funds, you agree to pay us a charge equal to the greater of 5% of the amount of the check, or \$25. **Default - Entire Balance Due.** If you don't pay an installment on time, you'll be in default. When that happens, you agree that without giving you any advance notice, we can require you to pay the remaining balance of this loan at once (less any unearned Loan Finance Charge). **Rate of Charge After Maturity.** The rate of finance charge on your loan after maturity until fully paid will equal the Contract Rate of 31.99% per annum for a term of one year after contractual maturity and thereafter 18% per annum. **Attorney Fees.** You agree to pay reasonable out-of-pocket collection costs and expenses, and attorney's fees incurred by you after default on your loan, up to 25% of the unpaid debt, all of which shall become part of the indebtedness secured by this Contract and shall be payable on demand, with interest at the rate provided in this Note from the date of each such expenditure until repaid. **Nature of Loan.** This loan is unsecured. It is not covered by any security instrument you may have signed in connection with any other loan. **State Law.** This loan is governed by the laws of [REDACTED]. **Jury Waiver:** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND LENDER WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THIS LOAN. **You acknowledge** the existence of a separate arbitration agreement set forth below and you specifically agree to be bound by its terms.

ARBITRATION AGREEMENT

READ this agreement carefully.

It provides that certain disputes between you and Lender, if not settled by mediation, will be resolved by MANDATORY BINDING ARBITRATION. You thus GIVE UP YOUR RIGHT TO GO TO COURT or to BRING OR PARTICIPATE IN A CLASS ACTION over those disputes. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a FAIR HEARING, BUT arbitration procedures are MORE LIMITED THAN RULES IN COURT. Arbitrator decisions are enforceable in court but are subject to VERY LIMITED REVIEW BY A COURT. CONSULT A LAWYER if you do not understand this agreement.

1. **Agreement to Arbitrate.** Subject to Sections 2 and 3 below, you and Lender agree that, as part of and as consideration for your loan, any claim, dispute or controversy, whether in contract, tort, under statute or otherwise ("Claims" or "Claim"), arising from or relating to any of the following shall be resolved by binding arbitration: your loan (see definition in Section 9 below); any past or future transactions or loans between you and Lender; any applications, advertisements, oral or written statements, electronic communications, collection efforts, terms, collateral, goods or services financed and/or insurance related to your loan or any past or future transactions or loans between you and Lender; Lender's supervision and/or training of employees and agents; and/or the existence, applicability, enforceability or scope of this Arbitration Agreement (the "Agreement"). Under this Agreement, the parties give up the right to a trial in court with or without a jury. The arbitrator's decision cannot be appealed and is subject to only limited judicial review. Cross-claims and all counterclaims to any Claim must also be arbitrated.
2. **Agreement to Mediate.** Subject to Section 3 below, before submitting any Claim to arbitration, you and Lender agree to attempt to settle such Claim by mediation. In mediation, an impartial person (the mediator) helps the parties attempt to settle their dispute by reaching an agreement together. A mediator does not arbitrate or decide the outcome.
3. **Exclusions.** Notwithstanding Sections 1 and 2 above, you or Lender can file an individual lawsuit in Justice of the Peace Court in [REDACTED] ("JP Court"); however, all Claims must be mediated and, if not resolved, arbitrated in accordance with this Agreement if (a) any Claim is asserted in or added to that lawsuit that exceeds the JP Court jurisdictional limit; or (b) on appeal, the appellant seeks more money than JP Court can award. Further, if you default on your loan, Lender may file a collection or foreclosure lawsuit notwithstanding Sections 1 and 2 above, and you can demand mediation and arbitration of those Claims, and Lender can demand mediation and arbitration of any Claim you assert in that lawsuit. Using these excluded remedies will not waive this Agreement as to any other Claim.
4. **Mediator; Arbitrator.** The American Arbitration Association ("AAA") will administer any arbitration required under this Agreement, and Mediation.org, a division of the AAA, will administer any mediation required under this Agreement. Submit arbitration Claims to AAA at any of its offices or online. You may contact AAA at www.adr.org or at 1-800-778-7879. Submit mediation Claims at www.mediation.org. You may also contact Mediation.org at 1-877-250-0329. If AAA or Mediation.org is unwilling or unable to serve, and you and Lender are unable to agree on an alternative mediator or arbitrator, a court with jurisdiction will select the mediator or arbitrator.
5. **Procedure.** The Mediation.org Mediation Procedures will apply to mediations and the AAA Consumer Arbitration Rules will apply to arbitrations (collectively the "Rules"). Contact Mediation.org, AAA or Lender for copies of the Rules. One neutral arbitrator will decide all Claims under the Federal Rules of Evidence and shall honor claims of privilege recognized at law. The arbitrator shall apply applicable substantive law, including applicable statutes of limitations, and may award any remedy or relief that a state or federal court in [REDACTED] could order in an individual lawsuit. In-person mediation and arbitration conferences and hearings, if any, will occur in the parish/county where you live. In addition to other means stated in the Rules, any communication you are required to serve on Lender as part of any mediation or arbitration proceeding may be served by email to Lender at [REDACTED].
6. **Class Action Waiver.** If a Claim is mediated or arbitrated, neither you nor Lender will have the right to (a) participate in a class action in court, mediation or arbitration, either as a class representative or class member, (b) act as a private attorney general in court, mediation or arbitration, or (c) join or consolidate Claims with claims of any other person or entity. Neither the mediator nor arbitrator shall have authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except you and Lender individually.
7. **Fees; Costs.** The Rules determine filing or administrative fees and costs for mediation and arbitration ("Costs"). You will not have to pay more to initiate mediation and arbitration than it would cost to file a lawsuit in a general jurisdiction court in the parish/county where you live, and Lender will advance all Costs, up to \$15,000 (subject to applicable law). In cases of hardship, Lender will advance all Costs. The arbitrator's award shall not order you to pay more Costs than a court could in a judgment. Each party has the right, but not the obligation, to retain (and pay for if applicable) their own experts, witnesses and attorneys, but (a) if you are awarded, as the prevailing party, a sum less than \$10,000 (in the aggregate) on Claims you assert, and statutory attorney fees are not available to you, Lender will pay your reasonable attorney fees and Costs as determined by the arbitrator; and (b) you shall pay to Lender attorney fees for collection Claims it asserts as provided for in your loan.
8. **Applicable Law; Other.** You and Lender acknowledge that Lender is engaged in interstate commerce and arbitration pursuant to this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA"). If the FAA is deemed inapplicable, then the [REDACTED] Binding Arbitration Law, [REDACTED] ("State Arbitration Code") shall apply. The mediator and arbitrator shall apply substantive laws (excluding the State Arbitration Code) which the parties agree is preempted by the FAA, if applicable). This Agreement governs if it conflicts with your loan or the AAA or other arbitration rules. This Agreement shall survive repayment of your loan and supersedes any other prior arbitration agreement between you and Lender. Any unenforceable portion of this Agreement will be severed and the remainder shall be enforceable. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the award. An arbitration award may be enforced in any court with jurisdiction.
9. **Definitions.** In this Agreement, "Lender" means (a) [REDACTED]; and (b) any dealer/seller with whom you initially transacted business who thereafter assigned, transferred your loan to lender listed in subsection (a); and (c) all of the members, managers, directors, officers, employees, principals, agents, successors, assigns, affiliated companies of those lenders listed in subsections (a) and (b); and (d) any other persons who may be liable with those lenders listed in subsections (a), (b) and (c); "you," and "your" mean the borrower(s), co-maker(s), co-signer(s) and guarantor(s), and their respective heirs, executors, successors, assigns, administrators, trustees, trustees in bankruptcy and any other person claiming rights arising out of or relating to your relationship with Lender; and "your loan" means any Check, Loan Guarantee, Cash Voucher, Retail Installment Contract Including Federal Disclosure Statement, Note and Security Agreement and any loan or extension of credit to you or guaranteed by you (including extensions or modifications), from or by Lender, and any and all documents signed by or provided to you in connection with your loan.
10. **Jury Waiver.** TO THE EXTENT ANY CLAIM (AS DEFINED ABOVE) IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND LENDER WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THIS LOAN.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU ENDORSE THE CHECK. BY ENDORSING THE CHECK, YOU ACKNOWLEDGE YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS.

ENDORSEMENT AND PROMISE TO REPAY LOAN:

By signing this check, you, the Borrower, agree to the terms of the attached Note and Arbitration Agreement bearing the form number shown on the front of this check. You also promise to repay this loan to us, the Lender, according to the terms of the Note.

WARNING: THE CASHING OF THIS CHECK WILL ENROLL YOU IN A PROGRAM OR A LOAN, OR WILL CAUSE YOU TO BE BOUND TO PURCHASE GOODS OR SERVICES WHICH MAY COST YOU ADDITIONAL MONEY.

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Preferred Phone Required
Borrower's Signature Required
(Two Forms of Identification Required)
()
Work Phone
Date