

## Customer Agreement

<b>Date:</b>	<b>Number:</b>
<b>Name of Customer</b>	<b>Name of Licensee:</b>
<b>Address</b>	<b>Address:</b>
<b>City, State Zip:</b>	<b>City, State, Zip:</b>
<b>Social Security No:</b>	<b>Telephone Number:</b>
<b>Telephone Number</b>	

In this Customer Agreement, the words "you" and "your" mean the customer who has signed it. The word "we", "us", and "our" mean Name of Company, registered with Ohio Department of Commerce, Division of Financial institutions. The Truth in Lending Disclosure set forth below is part of this Customer Agreement.

**The Parties:** This agreement is between **TEST TEST** and **Company Name**, making loans pursuant to sections 1321.35 to 1321.48 of the Ohio Revised Code.

**Your Loan:** We agree to loan you **(\$Enter Amount)**. For that loan, we will charge you the following fees:

- (i) An Origination Fee equal to **(\$Amount)**.
- (ii) A Maintenance Fee totaling **(\$Amount)** (for **Enter Months**), which is earned at the rate of **(\$Amount)** at the end of each month your loan is outstanding, except no maintenance fee will be earned until the loan has been outstanding for more than **(Enter days)** days and no maintenance fee will be earned after the last scheduled payment due date.
- (iii) Precomputed interest at the rate of **0.00%** annually, a charge of **(\$Amount)** unless paid prior to maturity.

### Federal Truth in Lending Disclosure

Annual Percentage Rate (the cost of your credit as a yearly rate)	Finance Charge (the dollar amount the credit will cost you)	Amount Financed (the amount of credit provided to you or on your behalf)	Total of Payments (the amount you will have paid after you make all payments as scheduled)
<b>0.00 %</b>	<b>\$ 0.00</b>	<b>\$0.00</b>	<b>\$ 0.00</b>

**Prepayment:** If you pay off early, you will not have to pay a penalty. See page 3 for any additional information about nonpayment, default and prepayment refunds.

**"WARNING: The cost of this loan is higher than the average cost charged by financial institutions on substantially similar loans, such as banks or credit unions, on substantially similar loans. A financial institution may be able to offer you a similar loan at a lower cost.**

Periodic Payments	Amount of Payment	Periodic Presentment Date
1	\$	
2	\$	
3	\$	
<b>Total</b>	<b>\$</b>	

**Itemization of Amount Financed \$500.00**

**Amount given directly to you \$500.00**

**Promise to Pay:** You promise to pay us **\$500.00** (the principle amount of this loan) plus interest at a rate of **28%** per annum of the principal outstanding for the time outstanding from the date of this Customer Agreement until paid in full.

**Loan Origination Charge:** You agree to pay a (subject to your right to cancel) Loan Origination Charge of **2%** of the principal if the loan is **\$500.00** or more. Loan Origination Fee will be pro-rated.

**Collection Charge for Returned Items:** You agree to pay a one-time Collection Charge of **\$20** for a debt that is returned unpaid.

**Waiver of Jury Trial:** If you sign this Customer Agreement, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party.

**Default:** You will be in default if you do not timely pay us the agreed upon amount after the Payment Date.

**Privacy Policy:** We may collect "nonpublic personal information" about you from the following sources:

1. Information received from you on applications, pawn forms, customer agreements, sales documents or other forms, such as your name, address, social security number, assets and income.
2. Information about your transactions with us, our affiliates or others, such as payment history and account balances, and
3. Information we receive from third parties, such as consumer reporting agencies and other financial institutions, regarding credit worthiness and credit history.

We do not disclose any nonpublic personal information about our customers or former customers to anyone except our affiliates, or as permitted by law. We maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

**Governing Law:** This Customer Agreement will be governed by the laws of the State of Ohio except that the arbitration provision is governed by the Federal Arbitration Act, 9 USC Section 1-16("FFA").

By signing this Customer Agreement, you Acknowledge that it was filled-in before you did so and that you received a completed copy of it. You also warrant 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. You acknowledge and warrant that Your Bank Account is a legitimate, open and active account. You agree that the information you provided to us prior to entering into this Customer Agreement, including your most recent Application, is accurate. You further acknowledge that you have read, understand, and agree to all the terms on each page of this nine (9) page Customer Agreement, including the Arbitration Provision. **If you have any complaints against NAME OF COMPANY contact Ohio Department of Commerce, Division of Financial Institutions at 77 South High Street, Columbus, Oh 43215. (614)728-8400.**

Borrower's Signature \_\_\_\_\_

Date \_\_\_\_\_

NOTICE OF CANCELLATION OR RESCISSION

You have the right to rescind or cancel this loan by returning the originally contracted loan amount by 5 p.m. of the third business day immediately following the day you enter into this contract.

To cancel this contract, deliver a signed and dated copy of this cancellation notice, or other written notice to:

**Company Name, Address**

You will avoid paying any fees if you return the loan amount in cash, money order or cashier's check by close of business on 0/00/0000.

I hereby cancel this transaction.

Borrower's Signature \_\_\_\_\_

Date \_\_\_\_\_

SAMPLE

PROMISSORY NOTE

**Principal Amount:**     **000.00**

**Loan Date:**

**Estimates in Truth in Lending Act Disclosures:** We had to estimate the Annual Percentage Rate, Finance Charge, Total of Payment and final payment in the Payment Schedule in the Truth in Lending Agency Disclosures because we do not know exactly when the proceeds of the Loan will be credited to your bank account. Our estimate is based on the date that we expect to electronically transmit the funds to your bank account (i.e., the Expected Funds Availability Date), generally two banking business days from the Agreement Date. Delays caused by our bank or your bank, bank holidays, or your failure to return any calls we make to you to verify your information and other circumstances beyond our control may result in your receiving the funds after the date we estimate.

**Federal Disclosure of the Optional Loan Payment Authorization as Security:** Pursuant to Comment 2(a)(25) of the Official Staff Commentary to Regulation Z § 1026.2, we have disclosed to you that our interest in any Optional Loan Payment Authorization you have elected to provide is security interest for Federal Truth-In-Lending Act purpose only, because federal and state law do not clearly address whether our interest in any Optional Loan Payment Authorization you elected to provide is a "security interest." The Federal Truth-In-Lending disclosures, however, are not intended to create a security interest under state law.

**Privacy Policy:** You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve (12) months. You may contact our office and will mail or email a current copy of our Privacy Policy to you.

**Promise to Pay.** I promise to pay you, or to your order, Name of Company at Lender's address shown above or such other place as you notify me in writing, the Principal Amount, plus interest at the rate of 28% per year until paid in full. I also agree to pay all other charges provided under this Note. I agree to make scheduled payments to you by one of the following methods: (a) via orders payable on demand from my bank account; (b) by mailing to you a check to be received by you by the due date at **ADDRESS**; or (c) making cash payment in our office.

**Interest.** The interest is computed by the precomputed interest method.

**Receipt of Funds.** The Loan Date set forth above is the date on which Lender will initiate a credit entry to my bank account in the principal amount of the Loan (less any amount paid to me by check, less any prepaid finance charge and any other charges or disbursements which are deducted from the proceeds as indicated in the Itemization of Amount Financed). Interest begins to accrue on the Loan Date.

**Application of Payments.** Each payment I make under this Note will be applied first to any fees or other charges I owe to Lender, then to accrued interest, and finally to principal.

**Prepayment.** I may prepay any amount owed under this Note in whole or in part at any time. If you pay your loan in full prior to the last scheduled payment, you may receive a refund of the interest and monthly maintenance fee and other applicable charges, if any, based on the ratio of the number of days outstanding and number of days originally contracted.

**Collection Charge for Returned Items.** I agree to pay a one-time Collection Charge of \$20 for a debt that is returned unpaid. Your bank may charge additional fees each time a debit is returned unpaid. You authorize us to collect any check collection charge via a one-time ACH debit to your bank account.

**Right of Offset.** You or any holder of this Note shall have the right to offset, against the obligation to pay amounts to me, any outstanding amounts I then owe to you or the holder of this Note.

**Borrower's Representations and Warranties.** I represent and warrant to you that (i) all statements made in my most recent loan application remain true, complete and correct as of today, (ii) if applicable, my bank account is open and in my name, and (iii) if I provide an ACH Authorization, I will not close my bank account and I will maintain sufficient funds in my bank account while any part of the Principal Amount is outstanding. I further represent and warrant to you that (a) I am not in voluntary or involuntary bankruptcy and am not anticipating filing a bankruptcy proceeding of any type and (b) 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 member. I understand that you will be making this loan solely in reliance on the truth of these representations.

**Rescission.** You have the right to rescind or cancel on this loan before 5:00 pm of the third business day immediately following the day of the loan transaction upon the borrower returning the originally contracted loan amount.

**Default; Lender's Rights After Default.** If I (a) fail to make any payment when due, (b) make any statement or representation about myself, my employment or my financial condition which is false, or (c) fail to keep some other promise or agreement I have made to you in this Note, I will be in default under this Note. Upon default, you may declare the entire unpaid balance of this Note, including all accrued unpaid interest and any charges immediately due. To the extent permitted by law, I agree to pay all costs and disbursements in connection with any suit to collect a loan after default, including reasonable attorney fees incurred by Lender as a result of the suit and to which Lender becomes entitled by law.

**Correspondence with Lender.** All correspondence concerning this Note must be directed to Lender at the following address and telephone number: **ENTER ADDRESS and PHONE NUMBER**

**Governing Law.** This Note is governed by the laws of the State of Ohio, except that the Waiver of Jury Trial and Arbitration Agreement attached hereto as Schedule A Shall be governed by the Federal Arbitration Act.

**Important Information About Procedures for Opening A new Account.** To help the government fight the funding of terrorism and money laundering activities. Lender obtains, verifies, and records information that identifies each person who opens an

account. This means that when I open an account with you, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You also may ask to see my driver's license or other identifying documents.

**Severability.** If any provision of this Note, including any provision of the Waiver of Jury Trial and Arbitration Agreement set forth in Schedule A below, is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability of any other provision will not be affected; provided, however, that if a class action litigation or a class-wide arbitration is permitted for any reason with respect to any dispute, either party may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

**Successors and Assigns.** This Note is binding upon my heirs and personal representatives in probate and upon anyone to whom I assign my assets or who succeeds me in any other way.

**General Provisions.** You may delay or forgo enforcing any of your rights without losing them. I waive presentment, demand for payment, protest, and notice of dishonor.

**Execution and Delivery; Other Provision:** By signing below "I have read and accept the terms of the Note, "I acknowledge that I read and was given a completed copy of this Note and the Lender's privacy policy prior to agreeing to the terms of the Note. **I also acknowledge that I understand and agree to the terms of this Note, including the Waiver of Jury Trial and Arbitration agreement.** I further acknowledge that this Note represents the final agreement between the lender and me, and there are no other oral or written agreements between the parties.

Signature \_\_\_\_\_

Date \_\_\_\_\_

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice:**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

ACH Authorization

An ACH authorization (the "ACH Authorization") is a convenient, paperless electronic transfer of funds to and from my checking account. I voluntarily authorize Name of Company to initiate an automatic credit entry to my checking account at First Federal Bank ("Paying Bank"), routing and transit number 000000000 and Account Number 000000000 ("My Bank Account") of the loan proceeds, unless the loan proceeds are being paid to Lender to pay off my earlier loan with Lender or being delivered directly to me.

I voluntarily authorize Lender to initiate automatic debit entries to timely pay all amounts owing to Lender from My Bank Account. Name of Company shall not attempt to collect from a borrower's account after two consecutive attempts have failed, unless Name of Company obtains new written authorization from the borrower to electronically transfer or withdraw funds from the borrower's account. I understand that I have the right to receive notice of all electronic fund transfers from my Bank Account that vary in amount, and that by signing this ACH Authorization, I agree to receive only when the debit entry amounts falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount).

The range of amounts for debits will be between \$0.00 and the outstanding balance owing under the Promissory Note (unpaid principal balance plus accrued and unpaid interest and fees). For any amount outside of this specified range, Lender will send me a notice at least ten days prior to initiating such debit. If there is any missing or erroneous information in or with the Note or my loan application regarding my bank, bank routing and transit number, or account number, then I authorize Lender to verify and correct such information.

I acknowledge that if my payment is returned unpaid, I have authorized Lender to collect any fees provided for in the Note and to initiate a debit entry for such amounts.

I acknowledge that the account on which my ACH Authorization is drawn is a legitimate, open and active account. **Electronic payment is optional. I have the right to revoke or remove my authorization for electronic payment at any time. I may do so in writing to Name of Company ADDRESS.**

My ACH Authorization will remain in full force and effect until the first to occur of the following events: (i) I satisfy all of my payment obligations under this Note; (ii) I provide Lender notice of termination of this authorization. I acknowledge that the origination of the ACH entry to My Bank Account must comply with applicable provisions of U.S. law.

Should I terminate my ACH Authorization, I will still be responsible for making timely payments. I acknowledge that Lender did not condition Lender's extension of credit to me on my authorizing Lender to electronically debit My Bank Account. **PLEASE NOTE THAT BORROWER IS NOT REQUIRED TO AGREE TO THIS ACH AUTHORIZATION IN ORDER TO OBTAIN SERVICES FROM LENDER.** If I terminate my ACH Authorization, such termination will not constitute an event of default under the Note and will not adversely affect Lender's decision to extend credit to me in the future. This ACH authorization is a payment mechanism only and does not give Lender collection rights greater than those otherwise contained in the Promissory Note. This ACH Authorization does not constitute and is not intended to constitute a security interest under Ohio law.

I understand that if Lender assigns my Note to any third party, this ACH Authorization will also be assigned to the party holding the Note and such holder will be entitled to initiate ACH Authorizations in accordance with this authorization.

By signing below "I have read and accept the terms of the ACH Authorization", I agree and understand that I am authorizing Lender to credit and debit my Bank Account.

Signature

Date

Consent to Text Message

By signing below, "I have read and accept the terms of the Consent to text Messages," I authorize Name of Company, its agents, representatives and assigns ("Lender") to send text messages to the mobile telephone number I have provided Lender and that is listed below. I am not required to sign this consent to authorize text messages to receive credit or other services from Lender. By opting-in, I consent to Lender's use of personal information to provide services I have requested, including services that display customized content. I acknowledge that any text messages Lender sends to me may be accessed by anyone with access to my text messages. I acknowledge that my mobile telephone service provider's standard messaging rates may apply to text messages received from Lender. I agree to notify Lender if I change mobile number or plan to transfer my number to another person. To opt out of receiving text messages, please inform us at **000-000-0000**.

Mobile Telephone Number:

THIS AUTHORIZATION IS NOT REQUIRED IN ORDER TO OBTAIN CREDIT FROM LENDER. IF YOU DO NOT AGREE TO THIS AUTHORIZATION, DO NOT SIGN THIS FORM.

Signature

Date

Time

SAMPLE

### **SCHEDULE A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT**

Arbitration is a way of settling differences between parties by a person or persons chosen or agreed to by those parties. Parties in arbitration waive their right to file a lawsuit. By waiving this right, the parties do not have a judge or jury hear their case. Instead, the parties have their dispute heard by a neutral third party or parties (each an "arbitrator"). There are some basic differences between arbitration and a court or jury trial. In arbitration, a party's ability to discover facts from the other side is more limited than it would be in a court or jury trial, but each party to the dispute has an opportunity to present evidence to the arbitrator. Arbitration proceedings are private and less formal than trials. After hearing the parties dispute, the arbitrator gives his or her decision about the case. This decision is final and binds the parties. After the decision, the winning party may go to court to have this decision enforced. A court rarely overturns an arbitrator's decision.

**BY SIGNING THE NOTE, WHICH INCORPORATES THIS WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT (THE "ARBITRATION AGREEMENT"), I AGREE TO HAVE ALL DISPUTES BETWEEN NAME OF COMPANY AND ME RESOLVED BY ARBITRATION:**

- 1. Definition of "Dispute".** The word "dispute" should be given the broadest meaning. A dispute includes all claims that relate in any way to the Note, including this Arbitration Agreement, and anything arising from the note, this Arbitration Agreement or my loan application. "Dispute" also includes claims based upon a breach of a statute, regulation or contract, fraud, or other intentional torts. In short, by signing this Note (including this Arbitration Agreement), I agree to resolve those claims through individual arbitration.
- 2. Small Claims Court.** There is one exception to this rule on arbitration. If I want to sue in small claims court, I may. I understand that small claims courts have different rules than most courts or arbitrations. Name of Company also has the right to sue me in small claims court.
- 3. Class Action Waiver.** By signing this Note (including this Arbitration Agreement), I also agree to give up my right to serve as a class representative for, or participate as a member of, a class action, whether in court or in arbitration. A class action involves a group of people or parties (called a "class") who feel their claims are very similar. Because their problems may be similar, this group typically wants the same relief for each member of the group (or "class"). For a class action to form, there typically needs to be a group of people too large to identify easily. A class representative typically represents the interests of the group. BUT, if I sign this by signing this Note (including this Arbitration Agreement), I give up my right to serve as a class representative or to participate as a member of a class. So, if I ever have a dispute, I agree to have it resolved in arbitration. Should I win my individual arbitration against Name of Company agrees to pay either the damages awarded to me or \$0, whichever amount is greater.
- 4. Jury Trial Waiver.** By signing this Note (including this Arbitration Agreement) and agreeing to arbitrate any dispute between Name of Company and me, I am giving up my right to have a trial by jury and I hereby waive my right to have a trial by jury to resolve any dispute between Name of Company and me.
- 5. Governing Law; Binding Effect.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. This Arbitration Agreement is binding upon and benefits me and my heirs, successors, and assigns. This Arbitration Agreement continues to be effective even after my financial and other obligations under the Note have been paid or discharged through bankruptcy. This Arbitration Agreement also will survive any rescission, termination, amendment, payment, expiration or performance of any transaction between Lender and me. If the provisions of this Arbitration Agreement regarding class actions are found to be unenforceable for any reason, then none of the provisions of this Arbitration Agreement regarding arbitration will apply. In such an event, however, the waiver of the right to a jury trial, set forth in Section 4 of this Arbitration Agreement, will continue to apply. If I have any question about this Arbitration Agreement I can call Name of Company at 000-000-0000.

**Some basic question about how arbitration works:**

- A. "If I want to go to arbitration against Name of Company, what do I do?"** I should send **COMPANY NAME, LLC, ADDRESS**, written notice - by certified mail - that I want to arbitrate my dispute. I then must contact the American Arbitration Association (<http://www.adr.org>) to start my case. Name of Company will have 20 days to respond to my complaint after it receives the certified mailing. Name of Company and I may also agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules.
- B. "How do I pay for arbitration?"** If I choose to arbitrate, Name of Company will pay the arbitration fees, including the filing, administrative, hearing and arbitrator's fees. However, Name of Company will not pay my attorneys' fees and expenses or any witness fees, for which I will be responsible. However, an arbitrator can award me my attorneys' fees if they are recoverable.
- C. "What rules do we follow?"** The American Arbitration Association has its own rules. Name of Company and I will follow those at arbitration as long as they are not different than anything in the Note (including this Arbitration Agreement). The American Arbitration Association will not apply rules from the Federal Rules of Civil Procedure or Evidence. The rules of the American Arbitration Association are available on its website, [www.adr.org](http://www.adr.org).
- D. "Where will arbitration occur?"** The hearing will occur in my county of residence or within 30 miles of the county where I signed the Note. If Name of Company and I cannot agree on the location, the location, the arbitrator will determine the location.
- E. "What if I don't want to arbitrate?"** As noted above, I ALWAYS have the right to sue Name of Company in small claims court.
- F. "May I talk to a lawyer before signing this?"** Yes, I may talk to an attorney before signing this Note (including this Arbitration Agreement). I acknowledge that I give up important rights when I sign this Note (including this Arbitration Agreement). I further acknowledge that my signing this Note (including this Arbitration Agreement) indicates to Name of Company that I understand that I am giving up these rights.
- G. "What if I sign this, then change my mind?"** If I let Name of Company know within 30 calendar days after I sign this Note (including this Arbitration Agreement), I may withdraw from this Arbitration Agreement. Accordingly, if I signed the Note on January 1, I would have to let Name of Company know by January 31, that I don't want to be bound by this Arbitration Agreement. I can do this by sending notice to Name of Company at the notice address listed in Section A above a letter that includes my name, address, social security number, and the date of the Note. In the letter, I will tell Name of Company that I want to withdraw from this Arbitration Agreement.

Signature

Date

Time

## CREDIT INFORMATION

Name of Company respects the rights of its customers to make decisions regarding their finances. This document is intended to assist you in determining if the loan you are applying for is the best option for you. Before you borrow the money, you should consider the following:

### Do I need to borrow this money?

If you are using this loan to purchase items that you want, but do not need, you should consider waiting to purchase the items until you have available cash.

Even if the item in question is a necessity (such as urgent medical care), you should consider whether there are other expenses you can temporarily delay avoiding the need to borrow.

Consider establishing a monthly budget, listing out all your regular expenses and your income. If you are spending more than you are earning, consider ways to reduce expenses rather than incurring the additional expense of this loan. Customers with credit difficulties should seek credit counseling. Think about working with a nonprofit credit counseling agency or contacting creditors to develop alternative payment plans, thus eliminating the need to borrow money. For example: ABC Debt Solutions 000-000-0000.

### Can I pay this loan back when it is due and pay all my other expenses?

Even if payments you expect to receive, such as your next paycheck, are large enough to pay this loan, they need to be enough to pay all other expenses that you will need to pay between now and the date this loan is due.

You should try to repay this loan as quickly as possible. The loan is structured as a multiple payment installment loan. If you are having problems repaying this loan, please contact Name of Company

000-000-0000. They may be able to assist you or offer a new loan to refinance your outstanding balance. If you choose to refinance an outstanding balance, you should first pay down that balance as much as you are able. Doing so will save you money. If you are taking out a loan for 91 days, and when the payment becomes due you cannot pay the loan, you may be eligible for an extended payment plan. You should contact Name of Company 000-000-0000 if this occurs.

### Are there less costly ways to borrow money?

Although rates and availability of such loans may be impacted by your financial situation and your credit rating, traditional bank and credit unions may offer long-term or short-term loans with lower costs and rates.

If you own a home, and you do not currently owe more than the home is worth, you might be eligible for a home equity loan from a traditional bank or credit union. Oftentimes, these loans may have longer terms with more favorable rates. Credit Cards can be a less costly way of managing your immediate needs for cash if you pay the outstanding balance off each month. Borrowing from friends or family members may be also be less costly than obtaining this loan.

The average relative costs of various loans are set forth below:

**Least Expensive**

**Most Expensive**

Credit Cards

Secured Loans

Signature Loans

Pawn Loans

Auto Title Loans

Payday Loan

You should evaluate the cost and availability of other options before taking out this loan.

### Am I comfortable with Name of Company?

Before obtaining this loan, the Ohio Attorney General advises that you check for complaints that have been filed against Name of Company with the Ohio Attorney General's Office (614) 466-4986 and the Better Business Bureau (419)531-3116.

### Am I comfortable with the terms of this loan?

Be sure to read and understand the terms and conditions of this loan. Check the loan payback dates and find out whether you can make partial payments or if the loan must be paid off in one payment. Also, be aware of extension fees that you may be charged if you are unable to pay the loan within the original time period.

Finally, make sure you understand all of the loan costs, including interest rates. If you do not feel comfortable with the terms of this loan, then walk away.

FACTS	WHAT DOES NAME OF COMPANY DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies chose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and credit history</li> <li>• Employment information and checking account information</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Name of Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does COMPANY NAME Services, LLC share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - Such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		
<b>For our marketing purposes</b> - to offer our products and services to you		
<b>For joint marketing with other financial companies</b>		
<b>For our affiliates' everyday business purposes—</b> Information about your transactions and experiences		
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness		
<b>For our affiliates to market to you</b>		
<b>For nonaffiliates to market to you</b>		

**Questions?**

Call **NUMBER** Mail the form below

**Please note:** If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you

are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Leave blank OR [If you have a joint **account, your** choice(s) will apply to everyone on your account unless you mark below.  
 Apply my choices only to me]

**Mall-in Form**

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.
  - Do not share my personal information with nonaffiliates to market their products and services to me.

Name	
Address	
City, State, Zip	
Customer #	

Mail to:  
**Name of Company ADDRESS**



Who we are

Who is providing this notice: **COMPANY NAME**

What we do	
<b>How does Name of Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Name of Company collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ apply for a loan or give us your income information</li> <li>■ Provide employment information or provide account information</li> <li>■ Give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

#### Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. None
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. None
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. None

#### Other important information