

MICHIGAN DEFERRED PRESENTMENT SERVICE AGREEMENT

In this Deferred Presentment Agreement (this "Agreement"), the words "I", "you" and "your" mean the Customer and all who have signed as Customer. The words "we", "us" and "our" mean the Licensee listed on this Agreement.

Database Transaction Number (if any)

MATURITY DATE:

Agreement No.

Agreement Date:

Creditor / Licensee:

Customer:

Identification Number:

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

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 have made all payments as scheduled.
%	\$	\$	\$

PAYMENT SCHEDULE: One payment in the amount of \$ _____ due on _____
PREPAYMENT: If you pay off early, you will not be entitled to a refund of part of the Finance Charge.
 See the rest of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled Maturity Date and prepayment refunds and penalties.

Itemization of Amount Financed of \$ _____ 1. Amount given to you directly \$ _____

The above is a disclosure required by the Federal Truth-In-Lending Act. The amount stated in the Amount Financed box above consists solely of the amount of cash you were given in exchange for your check. The amount shown above in the Finance Charge box is a Service Fee and not interest.

ITEMIZATION OF FEES: Deferred Presentment Service Fee: % _____ of the cash advanced and a \$ _____ database verification fee (collectively, "Service Fee").

AGREEMENT: You hereby deliver to us at the above address your check no. _____ drawn on _____ in the amount of \$ _____ (the "Check"). We hereby give you \$ _____ in cash or check, and agree to defer presentment, negotiation and deposit of the Check until the Maturity Date as set out above. In consideration of our delay in the negotiation, redemption or presentment of the Check, you agree to pay the Total of Payments as set out above, and to cause the Check to be paid by your bank or financial institution on the Maturity Date.

TRUTH OF APPLICATION: You certify that the information stated on this Agreement is true and correct. You also warrant and represent that you are not a debtor under any proceeding in bankruptcy, insolvency or reorganization and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You understand that we are relying on your application and this Agreement. You authorize us to verify any information through any source including use of a credit report.

METHOD OF PAYMENT: We will hold your Check in the amount of the Total of Payments stated above until the Maturity Date. If you have not paid us in cash or by other good funds instrument in the amount of the Total of Payments on or before the Maturity Date, you authorize us to deposit the check to satisfy this obligation. If full payment is made prior to the deposit of your Check, we will return the Check to you at the time we receive payment.

CANCELLATION: You have the right to rescind this transaction at any time before 5 p.m. on the next business day following the date of this transaction by paying to us, in the form of cash or other good funds instrument, the amount advanced to you.

PREPAYMENT: The Service Fee is deemed fully earned as of the date of the transaction. You have the right to prepay this Agreement prior to the Maturity Date. If you prepay this Agreement in full, you will not be entitled to a refund of part of the Finance Charge. You may not make partial prepayments on this Agreement.

DEFAULT: You will be in default under this Agreement if: (a) you stop payment on the Check or otherwise fail to pay the Total of Payments on or before the Maturity Date stated on this Agreement, or (b) you provide false or misleading information about yourself, your employment or your financial condition (including the account on which the Check is drawn) prior to entering this Agreement.

MICHIGAN DISCLOSURES:

- A deferred presentment service transaction is not intended to meet long-term financial needs. We can only defer cashing your check for up to 31 days.
- You should use this service only to meet short-term cash needs.
- State law prohibits us from entering into this transaction with you if you already have a deferred presentment service agreement in effect with us or have more than one deferred presentment service agreement in effect with any other person who provides this service.
- We must immediately give you a copy of your signed agreement.
- We will pay the proceeds of this transaction to you by check, by money order, or in cash, as you request.
- State law entitles you to the right to cancel this agreement and receive a refund of the fee. To do this, you must notify us and return the money you receive today by the time this office closes tomorrow or on our next business day if we are not open tomorrow.
- State law prohibits us from renewing this agreement for a fee. You have to pay an agreement in full before obtaining additional money from us.
- State law prohibits us from using any criminal process to collect on this agreement.
- State law entitles you to information regarding filing a complaint against us if you believe that we have violated the law. If you feel we are acting unlawfully, you should call the Office of Financial and Insurance Services toll-free at 1-877-999-6442.
- If you are unable to pay your deferred presentment service transaction and have entered into 8 deferred presentment service transactions with any licensee in any 12-month period, state law entitles you to request a repayment of that transaction in installments. We are required to advise you of this option at the time it is available. If you elect this option, you must notify us, either orally or in writing, within 30 days after the Maturity Date of the deferred presentment transaction. The notice must be provided to us at our place of business. You may be charged an additional fee when the transaction is rescheduled in installments. You will be ineligible to enter into a deferred presentment service transaction with any licensee during the term of the repayment plan. If we refuse to provide this option under the stipulations above, you should contact the Office of Financial and Insurance Services toll-free at 1-877-999-6442.

____ (initial) I DO NOT HAVE ANY OUTSTANDING DEFERRED PRESENTMENT SERVICE TRANSACTIONS WITH THIS LICENSEE AND I DO NOT HAVE MORE THAN ONE OUTSTANDING DEFERRED PRESENTMENT SERVICE TRANSACTION WITH ANY OTHER LICENSED DEFERRED PRESENTMENT SERVICE PROVIDER IN THIS STATE.

By signing this Agreement you acknowledge that this Agreement was filled in before you signed and that you have received a completed copy. You further acknowledge that you have read, understand and agree to all of its terms and conditions on the front and back of this Agreement including the Arbitration provisions. You further acknowledge that this Agreement contains all of the terms of the Agreement and that no oral representations or promises other than those contained in this Agreement have been made. You hereby attest that the Check being presented to us is drawn on a legitimate, open and active account, that the Check is not altered, forged, stolen or obtained through fraudulent or illegal means, and that it is not negotiated without proper legal authority and does not represent the proceeds of illegal activity.

Printed Name of Licensee Representative

X _____
 Customer's Signature Date

 Licensee Representative's Signature Date

ADDITIONAL TERMS OF AGREEMENT - READ CAREFULLY

THINGS WE HAVE THE RIGHT TO DO TO PROTECT OURSELVES IF YOU DEFAULT. Whenever you are in default under this Agreement we can go to court and get a judgment against you for the then unpaid amount of your debt. If the Check presented on this Agreement is found to be altered, forged, stolen, obtained through fraudulent or illegal means, negotiated without proper legal authority or represents the proceeds of illegal activity, the licensee may notify the proper authorities.

RETURNED CHECK CHARGES AND COURT AWARDED FEES: If your Check is returned to us due to insufficient funds, a closed account or a stop payment order, then we shall have the right to exercise all civil means authorized by law to collect the amount of the instrument. In addition, we will charge you a returned check charge of Twenty-five Dollars (\$25.00). You will not hold us or our agents responsible for depositing the Check or for any fees you must pay as a result of the Check being deposited at your bank or financial institution on or after the Maturity Date.

COURT COSTS: If we have to go to court to collect the check we may recover from you our court costs and reasonable attorneys' fees, if allowed by applicable law.

RENEWALS: This Agreement is due on the Maturity Date. We do not renew deferred presentment service transactions.

JOINT AND SEVERABLE. If this Agreement is signed by more than one Customer, you each agree to be liable to us jointly, and each of you will also be liable to us individually for this Agreement and other obligations under this Agreement. We may require that any one of you pay the entire Agreement without asking anyone else to pay. We may sue any one or more of you without giving up any of our rights against the others. This Agreement is also binding on the heirs and personal representatives in probate of all signers and on anyone to whom any signer assigns his or her assets or who succeeds to him or her in any other way.

WAIVERS. We do not waive any of our rights under this Agreement by making an accommodation for you or someone else. No waiver, consent or approval by us or change or amendment of this Agreement shall be effective unless it is in writing, and we have signed it.

CREDIT INQUIRE AUTHORIZATION: You agree and hereby authorize us to obtain credit reports on you both now and at any time any portion of the Amount Financed remains due and owing to us.

CREDIT REPORTING: We may report information about your account to credit bureaus. Missed payments or other defaults on your account may be reflected in your credit report. You specifically acknowledge and agree that we may disclose any default by you under this Agreement, along with any other relevant information, to credit reporting agencies.

ARBITRATION PROVISION:

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT. 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. Because the parties to the dispute select the arbitrator, they are responsible for paying the arbitrator. 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 decision resolving the dispute. The arbitrator's decision is final and binding on the parties, and may be enforced as a court judgment.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Applicant/Personal Information Form (the Application), this Agreement (including this arbitration provision and the fees charges) or any prior agreement or agreements between you and us; (b) all counter claims, cross-claims and third-party claims; (c) all common law claims, based on contract, tort, fraud and other intentional torts; (d) all claims based on a violation of any state or federal constitution, statute or regulations; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually, as a private attorney general as a representative and/or member of a class of persons, or in any other representative capacity, against us and/or any of our employees, agents, officers, shareholders, directors, or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief.

2. All disputes, including the validity of this arbitration provision shall be resolved by binding arbitration. 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 any of the following arbitration organizations to administer the arbitration: the **American Arbitration Association** at www.ADR.org, or the **National Arbitration Forum** at www.ARB-FORUM.com. However, the parties may 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. **In any event, the arbitration proceeding will be conducted by a neutral arbitrator who was not and is not currently being paid by us and who has no financial interest in a party to the arbitration. The arbitrator will provide you with all the substantive rights that you would have if your claim were asserted in a court proceeding and will not limit any other claim or defense you have concerning the claim.** 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 we or a related third party demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitrator organization. The parties to such dispute will be governed by the rules and procedures of such arbitration applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

3. If you, we or a related third party demand arbitration, **we will pay for all costs of the arbitration.** At the close of the arbitration proceeding, the arbitrator, in his or her discretion, may divide between or among the parties the expenses associated with the arbitration, including (if allowed by applicable law or agreement) attorney's fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"), and applicable statutes of limitation. The arbitrator may decide, with or without a hearing, any motion which 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. **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 ARBITRATION. The arbitration proceeding will be conducted within 10 miles of your address noted in this Agreement unless you consent to another location after an arbitrable dispute occurs.** The arbitrator's award may be filed with any court having jurisdiction.

4. This **WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT** is binding upon and benefits you, your respective heirs, successors and assignees. This arbitration provision is binding upon and benefits us and 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 a termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise expressly agree in writing.

5. You acknowledge and agree that by entering into this Agreement:

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

PRIVACY STATEMENT: We will not disclose to others the information that you provide to us except as disclosed in this statement. Sometimes it may be necessary to release your name and/or other information to government agencies in order to comply with the law. However, we will not release any information unless we are legally required to do so and will provide only the information that the agency requests. We may release your name and/or any other information that you provide to check your credit and verify the information supplied by you as part of this contract. We may release your name and/or any other information that you provide in order to collect any money due us, either under this or any other agreement that you may have with us. We do not currently offer our customer list to other companies. However, we reserve the right to change this policy at any time.

ASSIGNMENT. We may assign or transfer this Agreement or any of our rights hereunder. Your obligations under this Agreement cannot be assigned to a third party without our prior written consent.

GOVERNING LAW: Both this Agreement and the Application were executed at our offices in the State of Michigan. The Application, the Agreement and this transaction and arrangement with us, shall be governed by and construed and enforced solely in accordance with the internal laws of the State of Michigan. **YOU AGREE THAT THE STATE COURTS LOCATED IN THE STATE OF MICHIGAN WILL HAVE EXCLUSIVE JURISDICTION AND VENUE OF ACTIONS TO ENFORCE THIS AGREEMENT.**

COMPLAINTS: We are regulated by the Michigan Office of Financial and Insurance Services. State law entitles you to information regarding filing a complaint against us if you believe that we have violated the law. If you feel we are acting unlawfully, you should call the Office of Financial and Insurance Services toll-free at 1-877-999-6442.