

**EZ LOANS, INC.**

A Delaware Licensed Lender

STORE ADDRESS

STORE PHONE NUMBER

BORROWER:

SSN:

CHECK NUMBER: \_\_\_\_\_

**FEDERAL TRUTH IN LENDING ACT DISCLOSURES**

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

Number of payments	Amount of Payments	Loan Begins	When Payment is Due
One(1)	\$ _____	_____	_____

**PROMISSORY NOTE**

For value received, I/we promise to pay EZ Loans, INC., when due the amount of \$ \_\_\_\_\_. If this amount is not paid during normal banking hours on the due date as set forth above, I/we authorize EZ Loans, INC. to withdrawal such funds by ACH debit. In consideration of this loan, I/we agree to pay the amount of the finance charge as set forth above. By signing below, I/we also agree to the following terms and conditions of this loan. Loan may only be extended 4 times, then must be paid in full with cash or other good funds instrument by the 5<sup>th</sup> visit.

**Prepayment/Rescission:** There is no penalty for prepayment of this loan in full before the scheduled date. If the loan is paid early, pre-paid, unearned interest will be refunded to you in accordance with Delaware law. If loan is paid in full on or before the close of business the following day, there will be no fee charged by us.

**Dishonored Item Fee and Collection Costs:** You will pay a fee of \$25.00 per item if funds are not available for withdrawal on the payment due date or if your payment by check is returned for insufficient funds. In the event you are unable to repay your loan in full on the date due, EZ Loans may extend the unpaid balance of your loan for an additional term provided you first make payment of the unpaid, accrued interest. Finance charges will continue to accrue on a daily basis at the Annual Percentage Rate until the loan is paid in full. You will also be assessed and hereby agree to all attorney's fees and costs incurred in the collection of this note.

**Governing Law:** This agreement and the rights, remedies, liabilities and powers and duties of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware, except as federal laws may apply, without effect to the conflicts of law rules of the State of Delaware.

**Arbitration:** The parties agree that any claim, dispute or unresolved controversy arising out of or relating to this loan agreement, or any breach thereof, including any claim against EZ Loans, Inc. or any of its respective affiliates, agents or employees (with the exception of the small claims tribunal explained below) shall be decided by neutral, binding arbitration administered by the National Arbitration Forum under the Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at the National Arbitration office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Your arbitration fees may be waived by the National Arbitration Forum in the event you cannot afford them.

Small claims tribunal. All parties, included related parties, shall retain the right to seek adjudication in a small claims tribunal 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 de novo, by a fresh review of the facts.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, BUT HAVE CHOSEN TO HAVE ANY DISPUTE DECIDED BY AN ARBITRATION INSTEAD WITH THE EXCEPTION OF THE SMALL CLAIMS TRIBUNAL PARAGRAPH EXPLAINED ABOVE.**

**Waiver of Right to Class Action:** By signing below, you agree to waive any right to bring, join or participate in a class action as to any claim or dispute arising out of or relating to this loan agreement, including any class action claim against EZ Loans, Inc., or its respective affiliates, agents or employees. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in neutral, binding arbitration as provided above.

**Regulation 2203:** By signing below, you also certify that you are aware of the Delaware State Banking Commissioner's Regulation No. 2203 (available by calling EZ Loans, Inc. at 302-934-5560).

The above interest rate is calculated on an annual basis of 365 days.

**SIGNATURE OF BORROWER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_