| Contract Number: |
|---|
| |

# CHECK EXPRESS

## *Delayed Deposit Agreement*

Date

| Customer's Name: | Social Security #: |
|---|---|
| Address: | Due Date: |
| Identification (Type & Number): | Check Number: |

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | AMOUNT FINANCED<br>The amount of credit provided to you or on your behalf. | TOTAL OF PAYMENTS<br>The amount you will have paid after you have made all payments as scheduled. |
|---|---|---|---|
| % | $ | $ | $ |

**PAYMENT SCHEDULE:**

One payment in the amount of $_____ due on _____, PERSONAL CHECKS WILL BE HELD UNTIL YOUR NEXT PAYDAY, NOT TO EXCEED 30 DAYS.

PREPAYMENT: If you pay off this agreement early, you will not be entitled to a refund of part of the Finance Charge. See the rest of this Agreement for additional information about the method of payment, our rights in the event of nonpayment, late payment charges and any required repayment before the scheduled date and prepayment refunds and penalties.

| Itemization of the Amount Financed of:<br>$ | Amount Paid Directly to You:<br>$ | Amount Paid to Others:<br>$ |
|---|---|---|

The above is a disclosure required by the Federal Truth-In-Lending Act. The amount stated in the Amount Financed box consists solely of the amount of cash the Customer was given in exchange for the Customer's check. The amount shown above in the Finance Charge box is deemed a Service Fee by Mississippi law and not Interest. The Customer, shown above, promises to pay the Licensee, shown above, the amount set out above as the Total of Payments in accordance with the above payment Schedule. To satisfy this obligation, the Customer this date has delivered Customer's check to Licensee in the amount of the Total of Payments with the understanding that Licensee will not present the check for payment until the Due Date as set out in the Payment schedule. If Borrower has not redeemed the check prior to the above set Due Date, Licensee is authorized to deposit the check to satisfy this obligation. Customer shall have the right to redeem the check from the Licensee before the agreed Due Date by payment to the Licensee of the amount of the check in cash, money order or certified bank cashiers check. Licensee shall not defer presentment of any personal check for more than 30 calendar days after the date the check is tendered to the Licensee.
Licensee is authorized to charge Borrower 18% of the face amount of the check.
Customer agrees that if for any reason funds are not payable at the financial institution where the check is drawn, customer will pay to Check Express the full amount of customer's check in cash and will pay a service charge in the amount of $30.00.
(_____ Initial here.)
If the check is presented on this Delayed Deposit 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 is required to notify the Department of Banking and Consumer Finance as well as the District Attorney of the Judicial District in which the check was received.
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 it, understand it and that you agree to all of its terms.

I, the Presenter and Customer shown above, here attest that the check being presented for this delayed deposit agreement 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 or represents the proceeds of illegal activity.

X _____ Customer's Signature

X _____ Licensee's Signature

**ARBITRATION PROVISION**-- At the election of either party (Check Express or the Customer), any claims whatsoever which either party has against the other shall be subject to arbitration and shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such claim shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgement upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. This arbitration agreement shall cover all claims whatsoever pertaining in any way to any dealing, transaction, or activities between the parties, including the arbitrability of any claim, regardless of whether they are based upon contract, tort, or otherwise and regardless of whether they are assertable by law, in equity or otherwise shall be decided by the arbiter.

**CUSTOMER PRIVACY NOTICE**-- We collect non-public personal information about you as a consumer, customer or former customer from the following sources; information we receive from you on customer information forms, sales documents, or any other forms; information about your transactions with us, our affiliates, or others; information we receive from a consumer reporting agency. We do not disclose any non-public personal information about our customers or former customers to anyone, except to our affiliates and as permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain safeguards which restrict access to your non-public personal information.

**COLLECTION POLICY**-- I, the presenter and customer shown above, hereby agree to be responsible for any costs of collection that Check Express may incur as a result of this account being placed with an outside collection agency. This amount may include a fee up to 50% of the amount assigned for collection and also agree to be responsible for any attorney fees or court costs that may be awarded by a court of jurisdiction. (_____ initial here.)

X _____ Customer's Signature Date

X _____ Employee Signature Date

**Note:** "*Dependent*" as used below is defined as: a spouse or child (under the age of 18 years old) of a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard (Armed Forces), serving on active duty under a call or order that does not specify a period of 30 days or fewer; or an individual for whom a reserve or regular member of the Armed Forces, serving on active duty under a call or order that does not specify a period of 30 days or fewer, provided more that ½ of financial support for the 180 days preceding the date set forth below.

**Please sign below the appropriate statement.**

## 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 sign one of the following statements as applicable:

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.

Applicant's Signature: _____ Date: _____

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.

Applicant's Signature: _____ Date: _____

-OR-

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).

Applicant's Signature: _____ Date: _____

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

***Office Use Only:*** ***Date:*** ***Related Agreement #***