

FILED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING

2010 MAR -9 PM 2:51

PA DEPT OF BANKING

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING, BUREAU
OF COMPLIANCE, INVESTIGATION AND
LICENSING

v.

UNITEDCASHLOANS D/B/A
WWW.UNITEDCASHLOANS.COM

Docket No.: 10 0046 (ENF-C&D)

NOTICE OF RIGHT TO APPEAL AND HEARING

You have the right to appeal the attached Cease and Desist Order ("Order") within 10 days of the date of service. See 1 Pa. Code § 35.20. The date of service is the date we deposited the Order in the mail or delivered it to you in person, as the case may be, as set forth in 1 Pa. Code § 33.34. If you appeal the Order, you also have a right to a hearing.

To file an appeal and request a hearing on the Order, you must file a petition with the Secretary of Banking within 10 days of the date of service. The petition must be in writing, state clearly and concisely your grounds of interest in the subject matter, the facts you rely upon, the law you rely upon, and the relief you seek. See 1 Pa. Code § 35.17. Please deliver your petition to:

Linnea Freeberg, Docket Clerk
Office of Executive Deputy Secretary
Pennsylvania Department of Banking
17 North Second Street, Suite 1300
Harrisburg, PA 17101

The petition must be received by the Docket Clerk within the aforementioned 10 day deadline. If the Docket Clerk does not receive your petition on time, you will waive your right to an appeal and a hearing and the Order will be deemed final.

You must also serve a copy of the petition on the person who signed the attached Order pursuant to 1 Pa. Code § 33.32 by providing a copy to their counsel set forth below:

Begene A. Bahl, Assistant Counsel
Commonwealth of Pennsylvania
Pennsylvania Department of Banking
17 North Second Street, Suite 1300
Harrisburg, PA 17101

Once you file your petition appealing the Order and requesting a hearing, you will be notified of the hearing date, time, place, the person who will preside at your hearing, and any other pertinent information.

You have the right to be represented by an attorney. Corporations may be required to be represented by an attorney.

The hearing and all other procedural matters will be governed by the Pennsylvania Administrative Agency Law, 2 Pa. C.S. §§501-508, 701-704, and the General Rules of Administrative Practice and Procedure, 1 Pa. Code §§31.1.-35.251.

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Docket No.: 10 0046 (ENF-C&D)

CEASE AND DESIST ORDER

WHEREAS, the Commonwealth of Pennsylvania Department of Banking, ("Department") is a Pennsylvania state government administrative agency authorized and empowered to administer and enforce the Consumer Discount Company Act ("CDCA") 7 P.S. § 6201 *et. seq.*, and the Loan Interest and Protection Law ("LIPL"), 41 P.S. § 101 *et. seq.*; and

WHEREAS, the Department's Bureau of Compliance, Investigation and Licensing ("Bureau") is the Bureau within the Department with the primary responsibility of administering and enforcing the CDCA and the LIPL for the Department; and

BACKGROUND

WHEREAS, to the best of the Department's information, knowledge and belief, UnitedCashLoans is a business entity with a mailing address of P.O. Box 111, Miami, Oklahoma, 74355 and a physical location of 3531 P St. NW, Miami, Oklahoma 74354-1904; and

WHEREAS, UnitedCashLoans is not licensed by the Department; and

WHEREAS, UnitedCashLoans advertises through its website located at <https://unitedcashloans.com> that it provides cash advances to consumers (See copies of pages from the website attached as Appendix A ("App. ____")); and

WHEREAS, the website advertises that UnitedCashLoans is "Changing the Way American Gets a Loan!" and provides additional information including:

What is a cash advance?

Can I qualify?

How much can I qualify for?

What does it cost?

When do I get my money?

When do I repay?

(See App. A, p.1); and

WHEREAS, the website defines "cash advance" as follows:

A cash advance provides you with emergency cash when you need it most . . . usually between paydays! Simply complete our *fast* two-minute online application; there are normally no documents to fax. Just complete your application, speak to one of our loan agents and your cash could be on the way, usually the next business day!

(See App. A, p.4); and

WHEREAS, the website further provides that "[b]y filling out our 2-minute form you will qualify for a cash advance for up to \$1500.00 by a participating lender!" and that "[o]nce approved, your cash is deposited in your bank account that evening by a participating lender" (See App. A, p.3); and

WHEREAS, the website does not identify the "participating lender" or lenders that provide the cash advances to the consumers (See App. A); and

WHEREAS, the website solicits consumers to obtain a loan by providing a link where a consumer can "Apply Now!" (See App. A, p.1); and

WHEREAS, on September 2, 2009, the Department notified UnitedCashLoans that it was required to obtain a consumer discount company license if it engaged in non-mortgage related lending to Pennsylvania consumers in which the aggregate interest, fees, charges or other considerations exceed 6% simple interest per annum¹ based on the CDCA, LIPL and a recent decision issued by the Commonwealth Court (See a copy of the September 2, 2009 letter sent by first class and certified mail and search results evidencing delivery of the letter attached as App. B); and

CONSUMER COMPLAINTS

WHEREAS, on or about September 19, 2009, the Department received a written complaint from a Pennsylvania resident, ("Ms. "), regarding UnitedCashLoans (See a copy of Ms. complaint redacted to protect her private information attached as App. C); and

WHEREAS, in her complaint, Ms. , in relevant part, expressed concern that she was charged too much interest on a payday loan that she received from UnitedCashLoans (See App. C); and

WHEREAS, Ms. received a payday loan from UnitedCashLoans on or about August 14, 2009 (See a copy of Ms. Application and Loan Note and Disclosure redacted to provide Ms. private information attached as App. D); and

¹ Simple interest is defined as "interest paid or computed on the original principal only of a loan or on the amount of an account." See WEBSTER'S NINTH NEW COLLEGIATE DICTIONARY 1099 (9th ed. 1989). Annum is defined as "Year." See BLACK'S LAW DICTIONARY 91 (6th ed. 1990). Thus, the interest, fees or other considerations cannot exceed more than 6% of the principal loan amount per year.

WHEREAS, Ms. [REDACTED]'s loan was \$450 and the annual percentage rate² charged on the loan was 456.25% resulting in a finance charge of \$135 (*See* App. D, p.2); and

WHEREAS, the Application completed by Ms. [REDACTED] provided that the lender for the transaction was UnitedCashLoans (*See* App. D, p.2); and

WHEREAS, UnitedCashLoans sent an email to Ms. [REDACTED] approving the loan which provided, "Congratulations, your loan in the amount of \$450.00 has been approved" (*See* a copy of the Approval attached as App. E); and

WHEREAS, the Approval also provided that,

By receiving a loan through UnitedCashLoans you agree that your loan will be renewed on every due date unless you request to pay in full or pay down your principal amount borrowed, at least 3 full business days prior to your next due date. If you do not notify UnitedCashLoans, 3 full business days prior to your due date, you will only pay the renewal fee plus any scheduled pay downs on your due date.

(*See* App. E); and

WHEREAS, the Approval set forth other terms of the payday loan including "Renewal" and "Pay Down" of the loan (*See* App. E); and

WHEREAS, on or about December 4, 2009, the Department received a second complaint from another Pennsylvania resident, [REDACTED] ("Mr. [REDACTED]"), regarding UnitedCashLoans (*See* a copy of Mr. [REDACTED] complaint redacted to protect his personal information, information protected by Section 302 of the Department of Banking Code, 71 P.S. §733-302 and other relevant privileges attached as App. F); and

WHEREAS, Mr. [REDACTED] had a payday loan with UnitedCashLoans (*See* App. F); and

² Annual percentage rate expresses, on an annualized basis, the charges imposed on the borrower to obtain a loan including interest, discount and other costs. *See* 15 U.S.C.S. § 1606; *see also* MORTGAGE BANKERS ASSOCIATION OF AMERICA, 9th ed. Mortgage Banking Terms, A Working Glossary, p.10 (2002).

WHEREAS, in his complaint, Mr. [REDACTED] expressed concern that UnitedCashLoans was “gouging” him with fees and payments on his loan (*See App. F*); and

WHEREAS, Mr. [REDACTED] applied for a payday loan from UnitedCashLoans on or about October 29, 2009 (*See a copy of Mr. [REDACTED] Application, Loan Note and Disclosure redacted to protect his private information attached as App. G*); and

WHEREAS, Mr. [REDACTED] loan was \$350 and the annual percentage rate charged was 782.14% resulting in a finance charge of \$105 (*See App. G, p.2*); and

WHEREAS, the Mr. [REDACTED]; Loan Note and Disclosure provided that the lender for the transaction was UnitedCashLoans (*See App. G, p.2*); and

WHEREAS, the Loan Note and Disclosure provided that Mr. [REDACTED] could be subject to additional fees if he elected to renew the loan (*See App. G, p.2*); and

WHEREAS, Ms. [REDACTED] and Mr. [REDACTED] are Pennsylvania residents that obtained loans from UnitedCashLoans in an amount less than \$25,000 in which the interest and fees on the loans exceeded 6% simple interest per annum; and

WHEREAS, UnitedCashLoans represents on its website that a “participating lender” will provide the loan when, in actuality, UnitedCashLoans is the lender; and

WHEREAS, UnitedCashLoans is not licensed by the Department as a consumer discount company; and

VIOLATIONS

WHEREAS, by engaging in the business of negotiating and making loans of less than \$25,000 in the Commonwealth and by charging fees, interest, charges or other considerations in excess of 6% on the principal loan amount per year, without being licensed by the Department, UnitedCashLoans violated Section 3.A of the CDCA, 7 P.S. § 6203.A, and Section 201(a) of the

LIPL, 41 P.S. § 201(a); *see also Cash Am. Net of Nev., LLC v. Dep't of Banking*, 978 A.2d 1028 (Pa. Cmwlth. 2009) (*appeal filed July 15, 2009, Docket No. 68 MAP 2009, still pending*); and

WHEREAS, by soliciting and holding itself out as willing or able to arrange for or negotiate loans of \$25,000 or less where the interest, fees, charges, or other considerations in the aggregate exceed 6% on the principal loan amount per year, without being licensed by the Department, UnitedCashLoans violated Section 3.B of the CDCA, 7 P.S. § 6203.B, and Section 201(a) of the LIPA, 41 P.S. § 201(a); *see also Cash Am. Net of Nev., LLC*; and

WHEREAS, because UnitedCashLoans engaged in unlicensed activity in violation of the CDCA and LIPL, the Department has the authority to, *inter alia*, order UnitedCashLoans to cease and desist the activity until licensed, require UnitedCashLoans to pay the costs of the Department's enforcement action, prohibit or permanently remove UnitedCashLoans from continuing the activity, and to impose such other conditions as the Department deems appropriate, 41 P.S. §§ 506(c)(2)-(5); and

AND NOW THEREFORE, because UnitedCashLoans is engaged in the business of lending money in amounts less than \$25,000 to Pennsylvania consumers and charging in excess of 6% simple interest per annum, without a license, the Bureau, under the authority cited above, hereby imposes the following order ("Order"). Upon the Effective Date of this Order:

1. UnitedCashLoans shall immediately cease and desist from negotiating and making non-mortgage loans or advances of money on credit in an amount of \$25,000 or less for Pennsylvania consumers and charging interest and fees in excess of 6% on the principal loan amount per year until licensed by the Department to do such business.

2. UnitedCashLoans shall immediately cease and desist from advertising, soliciting, and arranging non-mortgage loans for Pennsylvania consumers in an amount less than \$25,000

and charging interest, fees and other considerations in excess of 6% on the principal loan amount per year until licensed by the Department to do such business.

3. Within 10 days of the Effective Date of this Order, UnitedCashLoans shall provide to the Department a listing of loans and cash advances made to Pennsylvania consumers from February 1, 2009 to the present. The listing shall include:

- a. The name, address and phone number of each consumer; and
- b. The date of the loan; and
- c. The terms of the loan including the amount financed, any and all charges, interest, fees or other considerations including, but not limited to interest charges, finance charges, renewal fees, and the total amount of payments to be paid by the consumer; and
- d. The status of the loans including total amounts still owed by the consumer to UnitedCashLoans or if the loans have been transferred to a third party such as another lender or collection agency, when such transfer occurred and the contact information for the third party; and
- e. Any other additional information that the Department shall request relating to these loans as the Department deems necessary.

4. This Order shall not preclude the Department from commencing additional enforcement action against UnitedCashLoans as it deems necessary.

IT IS SO ORDERED.

Ryan Walsh, Administrator
Department of Banking,
Bureau of Compliance, Investigation and Licensing

March 9, 2010
(Date)

UNITED

Changing the Way America Gets a Loan!

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[Testimonials](#)

[Privacy Policy](#)

[Contact Us](#)

I am very pleased with the service United Cash loans provides. The service is very prompt. And the representatives are knowledgeable.

- Lauren, CA



EXISTING CUSTOMER LOGIN

Username:

Password:



Forgot your password?
[Click Here](#)



What is a cash advance?

Can I qualify?

How much can I qualify for?

What does it cost?

When do I get my money?

When do I repay?

I don't have a printer and I want to print a copy of my loan documents. Can I get my documents another way?

How do I reprint my loan documents?

Apply Now



**Would you like to
get a new loan?**

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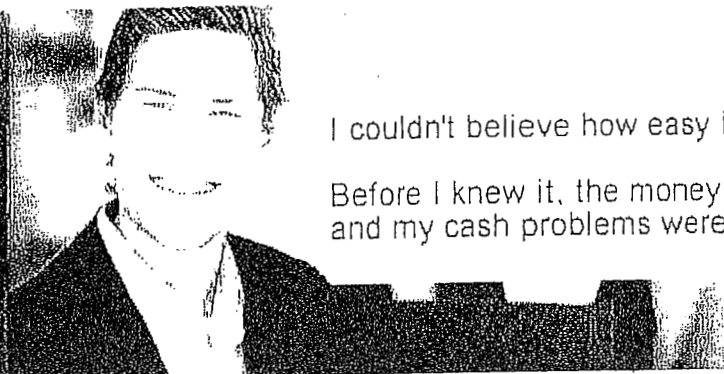
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I couldn't believe how easy it was!

Before I knew it, the money was in my account
and my cash problems were solved! Thanks!

- Steve, MD

1: EXISTING CUSTOMER LOGIN

Username:

Password:



Forgot your password?
[Click Here](#)

PERSONAL INFORMATION

First Name: Initial: Last Name:

Address: City:

State: Zip: Email Address: Home Phone:

Cell Phone: Required for loan updates via text message

Driver's License #: State: Social Security #: - -

Birthdate:



CONTINUE

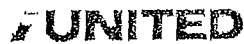
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Changing the Way America Gets a Loan!

How It Works

Need cash quick but you're caught between paydays? We have the solution!

By filling out our 2-minute form you will qualify for a cash advance for up to \$1500.00 by a participating lender!

Once you have filled out your online request, on the final page of the form, you will be given directions that you must follow to complete the process.

Once approved, your cash is deposited in your bank account that evening by a participating lender.

When your loan is due, we automatically deduct your scheduled payment from your bank account along with any applicable fees.

Getting The Cash You Need Is That Easy!!



Frequently Asked Questions

I'm Looking Into a Cash Advance for the First Time

What is a cash advance?

How much?

How can I know I qualify for

What does it cost?

When do I get my money?

When do I repay?

My Loan Application has been Submitted Online

I don't have a printer and I want to print a copy of my loan documents. Can I get my documents another way?

How do I reprint my loan documents?

I Have Received My Funds

I've received my funds, can I get more?

What is a cash advance?

A cash advance provides you with emergency cash when you need it most ... usually between paydays! Simply complete our *fast* two-minute online application; there are normally no documents to fax. Just complete your application, speak to one of our loan agents and your cash could be on the way; usually the next business day!

Visit our quick cash advance overview.

[Return to top](#)

Can I qualify?

Qualifying is easy and you don't need to worry about your credit. You can qualify if you:

- Currently have a job (or receive regular income)
- Make at least \$800 per month
- Are 18 years of age or older and a U.S. citizen
- Have a checking account
- Other requirements may apply

Even bankruptcy, bounced checks, charge-offs and other credit hassles don't prevent you from getting the cash advance you need!

[Start Your Application Now!](#)

[Return to top](#)

How much can I qualify for?

How much you qualify for depends on a number of factors including your income and other factors. To see how much you can qualify for, simply complete our *fast* two minute online application, speak with a loan agent and your cash is on the way, usually the next business day!

And don't worry, any credit type can qualify, even bankruptcy, charge-offs and bounced checks!

[Start your application Now](#)

What does it cost?

Cash advance loans are designed for emergency situations when you are short of cash and need money fast! Family emergencies, unexpected car repairs, overdrafts, telephone reconnection and deposits are just some of the urgent cash needs our customers have experienced.

Your fees are less than the cost of not having the cash you need when you need it - overdraft fees, bounced check charges, taxes, even losing your job because you can't get to work! Actual fees are determined based on the information you provide when you submit your loan application.

Your cash can often be sent to your bank account the very next business day and you don't repay until your next paycheck!

[Start your application Now](#)

When do I get my money?

Once you have applied online, a loan agent will attempt to contact you to verify your information and explain the terms to you. Once you have spoken with your loan agent, your cash can be in your bank account as early as the next business day!

And don't worry... any credit type can qualify, even bankruptcy, charge-offs and bounced checks!

[Start your application Now](#)

When do I repay?

Your repayment is the best part. The minimum required payment will be deducted from your bank account. You get cash when you need it most and repay when you have it!

Still a little short on payday? No problem! Online customers are automatically renewed every pay period. Just let us know when you are ready to pay in full, and

we will deduct your loan plus fees from your bank account.

[Apply for a Loan Now](#)

[Back to Top](#)

I don't have a printer and I want to print a copy of my loan documents. Can I get my documents another way?

Yes! If you do not have a printer handy, there are several ways to get copies of your documents to you.

- We can fax them to any fax number you request
- We can email them to any email address you request
- We can fax them to your local Kinko's, Mail Boxes Etc. or PostNet so you can pick them up

To make these special arrangements, please visit our [Contact us](#) page. Fill out the form, making sure you select:

I have a question regarding a PENDING loan

One of our helpful representatives will contact you shortly thereafter.

[Back to Top](#)

How do I reprint my loan documents?

You are able to reprint your loan documents at anytime during the lending process. If you wish to reprint your loan documents contact us and we can email your documents to an email address you request for later printing or printing at another location.

[Back to Top](#)

I'm a little low on funds. Can I get an extension?

Customers are automatically renewed, so you do not need to request it.

If your next payday comes around and you are not as caught up as you had planned, don't worry; we have it covered. We will automatically extend your due date, and only deduct the renewal fee from your checking account. Additional fees will apply, but you will be able to repay your cash advance from future paychecks.

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Testimonials

Here is what some customers have had to say about the lenders they have been matched with.

"I want to say THANK YOU. I have never experienced the professionalism of people from your company. They are so courteous and understanding. I truly appreciate all of what your company has to offer. Thank you so much for being there, and your staff is so very nice." -- Linda L.

"I just wanted to take the time and send this e-mail to thank you for your excellent customer service I always manage to get one particular representative on the line, and she is very quick, always answers the phone very courteously, and also to verify your information, which is very important these days." -- Carla L.

"I am very pleased with the service United Cash loans provides. The service is very prompt. And the representatives are knowledgeable." -- Lauren H.



Privacy Policy

NOTICE: PRIVACY POLICY UPDATED, EFFECTIVE May 31, 2007

unitedcashloans.com is serious about protecting your online privacy and the information that you submit at the unitedcashloans.com website (the "Website"). This Privacy Policy explains our views and practices concerning privacy, and how they may pertain to you as a user of our system.

"You" or "Your" means you as a participant in or as a user of the unitedcashloans.com program. "We" or "Our" or "Us" means unitedcashloans.com. "Our Website" means unitedcashloans.com.

All information transmitted, printed or otherwise submitted to unitedcashloans.com via this Website shall remain your property, however unitedcashloans.com shall be free to use such information for any lawful purpose as detailed herein.

This Website contains links to other sites and we are not responsible for the privacy practices or the content of such sites.

Section 1 Collected Information

We automatically collect and/or track the following:

1. web page http headers (home server domain names, IP address, type of client computer, type of Web browser and operating system);
2. information knowingly provided by you through on-line forms, registration forms, surveys and/or other entries such as your name, street address, e-mail address, telephone number (home, work and mobile), date of birth, Social Security Number, bank account information, information relating to monthly income, employment information and other personal, financial or demographic information;
3. information, user specific or aggregate, on what pages our visitors access and referring URLs; and
4. the e-mail addresses of visitors that communicate with unitedcashloans.com via e-mail.

Please understand that the information that you submit to us at the Website is voluntary, but required if you request information on a loan at our Website, whether or not you actually enter into a formal application with any loan service provider. We may also collect your personally identifiable information when you

otherwise agree to the terms of this Privacy Policy at the Website, but do not complete the full registration process.

Section 2

Gramm-Leach-Bliley Act, California Financial Privacy Act and Vermont Consumer Protection Act Notice

For purposes of compliance with the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6802 (the "GLB Act"), this Privacy Policy shall serve as both your initial customer relationship and annual "Privacy Notice" as defined under the GLB Act.

Section 3

Use of Data Collected

We use your personal, demographic and profile data to enhance your experience at our Website and to enable us to present content that we think you might be interested in. We use your contact information to send you information about our company and promotional material from our partners. We may also use your personal, demographic and profile data to improve our Website, for statistical analysis, for marketing and promotional purposes, and for editorial or feedback purposes. Information collected by us may be added to our databases and used for future e-mails or postal mailings regarding site updates, new products and services, upcoming events, and/or status of orders placed online. We may send you a Cash and Credit Newsletter. Notwithstanding the foregoing, we will not use your loan-specific financial information such as Social Security Number-related information, employment information and/or bank account information ("Sensitive Information") for any marketing purposes, or transfer same to any third party, other than to third party lenders and sellers where necessary to effectuate the application or purchase of products and/or services that you applied for from such third party lenders or sellers at the Website.

Section 4

Disclosure of Data to Third Parties

If you choose to provide personal information, it will be used for the following purposes: considering you for a unitedcashloans.com account, sharing of your information with trusted third parties such as credit bureaus, loan service providers and/or other financial services providers in accordance with the terms of the GLB Act, and as required by law; and for marketing products and services that we determine you might find of interest. We reserve the right to share, rent, sell or otherwise disclose your information, other than your Sensitive Information, with/to third parties in accordance with the terms of applicable law including, but not limited to, the GLB Act. These third party businesses may include, but are not limited to: providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation; e-mail marketers; and telemarketers. Information collected by us may be added to our databases and used for future telemarketing, SMS text-messaging, e-mails or postal mailings regarding site updates, new products and services, upcoming events, and/or status of orders and/or loans placed online. By using this Website, you agree that you may be contacted in any manner contemplated in this section even if your number is found on a do-not-call registry or similar registry. We may also employ other companies

and individuals to perform certain functions on our behalf. Examples include sending direct and electronic mail, removing duplicate information from customer lists, analyzing data, and providing marketing analysis. These agents have access to our users' personal information as needed to perform their functions for unitedcashloans.com, but we do not permit them to use our users' personal information for other purposes. Notwithstanding the foregoing, we will not share your Sensitive Information other than with third party lenders and sellers where necessary to effectuate the application or purchase of products and/or services that you applied for from such third party lenders or sellers at the Website. By agreeing to this Privacy Policy, you authorize us to use your information to obtain other information about you from third-parties, such as your Social Security Number, where such information was incompletely or improperly filled out on our registration form. Such third-parties include, but are not limited to, consumer reporting agencies, consumer credit bureaus and other outside parties as permitted or required by applicable laws. Any and all Sensitive Information that we collect from you as part of your loan application, and from such third-parties, will be used to determine your eligibility for a loan and will not be shared with third-parties other than independent loan service providers for purposes of evaluating your qualifications for a loan and provision of such a loan, should you qualify. If you choose to provide information, such as your Social Security Number, we may use that information to determine your financial status. If you do not provide such information, we may also use other information that you provided for the purpose of verifying your eligibility for a loan or for any other programs, offer or services. Upon qualification, your ultimate loan-specific financial information will be stored and utilized by your applicable lender pursuant to the terms of that lender's Privacy Policy. Notwithstanding the foregoing, for purposes of compliance with the GLB Act, We will not share "nonpublic personal information" with our affiliates or non-affiliates without providing customers with an annual "Privacy Notice" explaining that We will be sharing this nonpublic personal information with our affiliates or non-affiliates and, for purposes of the GLB Act, providing customers with the opportunity to opt-out from such disclosures. For purposes of compliance with the GLB Act, this Privacy Policy shall serve as the annual "Privacy Notice" as defined under the GLB Act.

unitedcashloans.com reserves the right to release current or past user information in the event unitedcashloans.com believes that the service and/or Website is being or has been used in violation of the Website's Terms and Conditions, or to commit unlawful acts, if the information is subpoenaed, if unitedcashloans.com is sold or acquired, or when unitedcashloans.com deems it necessary or appropriate. By agreeing to these conditions, you hereby consent to disclosure of any record or communication to any third party, when unitedcashloans.com, in its sole discretion, determines the disclosure to be appropriate including, without limitation, sharing your e-mail address with other third-parties for suppression purposes in compliance with the CAN-SPAM Act of 2003, as amended from time to time, and Federal Trade Commission enabling regulations.

You agree that by submitting your information at the Website, you agree to receive mobile marketing including, but not limited to, text-message based marketing, from us and our third party advertisers and marketers. Notwithstanding that your mobile telephone number may be listed on state and/or federal do-not-call registries, we retain the right to contact you via text-message based marketing in accordance with applicable state and federal law. In addition, by registering and/or using the Website, you agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to

time (the "Rule"). Notwithstanding that your telephone number may be listed at the Federal Trade Commission's Do-Not-Call List, we retain the right to contact you via telemarketing in accordance with the Rule.

Section 5 Information Collection Processes

unitedcashloans.com may employ "cookies" to help customize your access to the Website. A cookie is a piece of data stored on your hard drive containing information about you. Cookies have many benefits to enhance your experience at our Website. For instance, by setting a cookie on our Website, a user would not have to log in a password more than once, thereby saving time while on our Website. Even in the case where a user rejects a cookie, they may still use our Website. The only drawback to this is that the user will be limited in what he/she can access in some areas on our Website, much like visitor-level access.

We occasionally use cookies to anonymously track and target the interests of our users to further enhance the experience on our Website or for advertising tracking purposes. To find out more about cookies, please visit www.cookiecentral.com.

In addition to cookies, our Website pages and/or e-mails may contain electronic images known as "pixel tags" (also known as clear gifs) to track the pages that visitors and/or users visit at the Website for purposes of formatting future campaigns and upgrading visitor information used in reporting statistics. Our Website may also contain pixel tags placed there by third parties to help determine the effectiveness of a joint promotional or advertising campaign.

Section 6 Your Opt-Out Rights

You may opt-out of receiving communications from us and/or our third-party partners by not submitting your information. During registration and/or when you submit personally identifiable information to us at the Website, you have opted-in to request that we share your personal information (other than your Sensitive Information) with third parties to receive marketing communications. When contacted by any of these companies or third parties, you should notify them directly of your choices regarding their use and sharing of your information. As noted, we use personal information to provide promotional offers by e-mail to our Website users. We may maintain separate e-mail lists for different purposes. If e-mail recipients wish to end their e-mail subscription from a particular list, they need to follow the instructions at the end of each e-mail message to unsubscribe from the particular list. To opt-out from receiving any additional email communications regarding the Website, please send your request in writing via email to privacy@unitedcashloans.com.

In addition, please note that if you subsequently sign up at one of our other websites for other product or service offerings, you will need to again address any information sharing preferences that you had previously established through this Website.

Section 7 Third Party Sites

Please be advised that in certain circumstances, we act as a limited agent for the actual third party lender or seller of the products and/or services available at or through the Website. In these circumstances: (a) you will be redirected to the applicable third party lender's or seller's website after you have completed the application page; (b) we will collect and send your personal information to the respective third party lender or seller in connection with completing your application or purchase from the third party lenders or seller, as applicable; and (c) your application or purchase will subject you to the third party lender's or seller's privacy policy, as applicable.

We do not endorse, nor are we responsible for the accuracy of, the privacy policies and/or terms and conditions of each of the third party lenders or sellers that may advertise at the Website. The entities that advertise and/or place banner ads at the Website including, but not limited to, these third party lenders and sellers, are independent third parties and are not affiliated with us.

Section 8 Your Rights to Your Personal Data

Upon request via postal mail or e-mail, we will provide you a summary of personal information retained by us. We will only send your personal records to your e-mail address or postal address that we have on file for you. To modify, correct, change, update or remove your personal record from our database, [click here](#) or send your request via email to: customerservice@unitedcashloans.com.

Section 9 We Do Not Intend to Collect Data from Children

Individuals under eighteen (18) years of age are not permitted to obtain products and/or services from unitedcashloans.com. No information should be submitted to, or posted at, unitedcashloans.com by visitors under eighteen (18) years of age without first obtaining the prior consent of their parent or guardian. We encourage parents and guardians to spend time online with their children and to participate and monitor the interactive activities of their children.

Section 10 Our Right to Contact You

We reserve the right to contact you regarding your account status and changes to subscriber agreements, Privacy Policy, or any other policies or agreements relevant to you.

Section 11 Security

All information collected is stored in a technically and physically secure environment. When our registration/application process asks users to enter Sensitive Information, and when we store and transmit such Sensitive information, that information is encrypted and is protected with SSL encryption software. While we use SSL encryption to protect sensitive information online, we also do everything in our power to protect user information off-line. Unfortunately, no data transmission over

the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information that you transmit to us, and you do so at your own risk. Once we receive your transmission, we make reasonable efforts to ensure its security on our systems. Access to this information is strictly limited, and not accessible to the public. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job are granted access to personal information. Our employees are dedicated to ensuring the security and privacy of all user information. Employees not adhering to our firm policies are subject to disciplinary action. In compliance with applicable federal and state laws, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your personal information. You will be notified via e-mail in the event of such a breach. Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage, and to engage in remedial measures.

Section 12 Our Right to Change

We reserve the right to change this policy at any time by notifying you of the existence and location of the new or revised privacy policy or by posting the changes online at our Website. All changes will take effect immediately upon their posting on our Website. Please check this page periodically for changes. Your continued use of the unitedcashloans.com service, Website or acceptance of our e-mails following the posting of changes to this Policy will mean that you accept any and all such changes and that you agree to continue receiving marketing from us and other third party companies.

Section 13 Our Contact Information

If you have any questions about this Privacy Policy, the practices of this Website, or your dealings with this Website, you can contact us via email sent to:
customerservice@unitedcashloans.com

Section 14 Information for ISPs

Web site: unitedcashloans.com
Company Name: unitedcashloans.com
Email Address: customerservice@unitedcashloans.com

unitedcashloans.com understands consumers' concerns over the use of their personal information. We hope this information will relieve any concerns that your company may have regarding our email policies.

unitedcashloans.com and its affiliated sites use only an "opt-in or opt out" method of obtaining customer information, and it is not our policy to send unsolicited email. We obtain email addresses and personal information from third parties that follow the same set of policies.

unitedcashloans.com email messages sent include the following information about the origin of the emails and include instructions on how recipients can unsubscribe from receiving future email messages:

This email is not sent unsolicited. This is a unitedcashloans.com emailing. Offers are sent to subscribers ONLY.

The e-mail address you subscribed with is:

To be removed from our list, [click here](#).

[View our Privacy Policy](#)

ISPs view our policies.

From time to time, unitedcashloans.com will enter into an arrangement with a third party website to allow individuals to opt into our marketing program on those third party websites. In each case, the third party websites have represented and warranted to us, among other things, that the data was collected voluntarily from individuals on website registrations and co-registrations, that the sellers have a right, under any applicable privacy policies, to transfer the data to us, and that unitedcashloans.com has the right to send marketing offers to the individuals. We hope this information satisfies any questions or concerns you may have regarding the email practices of unitedcashloans.com. If you have additional questions or wish to discuss this matter further, please contact us at customer-service@unitedcashloans.com.



CONTACT US

Phone: 1-800-279-8511

Fax: 1-800-803-8794

Email: info@united.com

First Name:

Last Name:

E-Mail:

Application:

Questions/Comments:

Submit



Changing the Way America Gets a Loan[®]

Remove Me

unitedcashloans.com takes your privacy seriously and does not tolerate spam. To learn more about how we use your name or how it may have been acquired please view our privacy policy.

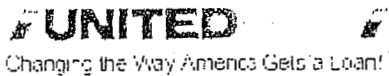
To remove your name from our records and no longer receive information from us, please enter your email address below and press Send. Once you have done so, you may enter additional email addresses.

To remove your cell phone from our list and no longer receive SMS messages, enter your 10-digit cell phone number below (numbers only, no hyphens or parenthesis) and press Send.

Email Address:

or

Cell Phone Number:



Terms of Website Use

IMPORTANT: Legal Terms of Website Use Page

Welcome to unitedcashloans.com (the "Company") Web Site (the "Site")! Your access to and use of the Site is subject to the Terms of Website Use set forth in this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SITE.

BY USING THE SITE, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT AND AGREED WITHOUT LIMITATION OR QUALIFICATION, TO BE LEGALLY BOUND BY THIS AGREEMENT AND THE TERMS OF THE unitedcashloans.com PRIVACY POLICY.

IF YOU DO NOT WISH TO BE BOUND BY THESE Terms of Website Use, YOU MAY NOT ACCESS OR USE THE SITE.

THE COMPANY MAY, FROM TIME TO TIME, MAKE CHANGES OR ADDITIONS TO THIS AGREEMENT, AND YOUR CONTINUED USE OF THE SITE AFTER THE COMPANY MAKES SUCH CHANGES OR ADDITIONS WILL SIGNIFY THAT YOU AGREE TO SUCH CHANGES OR ADDITIONS. YOU SHOULD THEREFORE PERIODICALLY VISIT THIS PAGE TO REVIEW THE THEN CURRENT Terms of Website Use.

1. Authorized uses. The Company, authorizes you to use this Site and to display its content but solely for your own personal noncommercial use. Any other use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any material at the Site, use of the Site, or access to the Site. By using this Site you acknowledge that you have read and understood the terms of the unitedcashloans.com Privacy Policy and agree to said terms.
2. Proprietary Rights. Everything that appears on the Site is protected under the copyright laws of the United States and other countries and may not be used except as provided in these Terms of Website Use. The Company neither represents nor warrants that your use of materials displayed at the Site will not infringe rights of third parties.
3. Inaccuracies at the Site. While the Company uses reasonable efforts to include accurate and up to date information at the Site, the Company makes no warranties or representations as to the Site's accuracy. The Company disclaims any and all liability for the accuracy, completeness, or correctness of such information.

4. Security at the Site. While the Company uses reasonable efforts to safeguard the security of the Site, there can be no guaranty that such safeguards will successfully prevent unauthorized alterations in the content or functionality of the Site. The Company assumes no liability or responsibility for any unauthorized alterations in the content or functionality of the Site.
5. Disclaimer of Warranties. Neither the Company nor any other party involved in creating, producing, or delivering the Site makes any representations about the suitability of the content of this Site for any purpose, nor that your use of the Site will be uninterrupted or error-free. EVERYTHING ON THIS SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusions of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
6. Limitation of Liabilities. Neither the Company nor any other party involved in creating, producing, or delivering the Site assumes any responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from this Site. Your use of and browsing in the Site are at your risk. NO SUCH PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. IN NO EVENT SHALL THE COMPANYS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.
7. Content Submitted or Made Available for Inclusion at the Site. Any unsolicited communication or material that you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Any unsolicited communication or material that you transmit or post may be used by the Company or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcasting, distribution or posting. Furthermore, the Company will be free to use any ideas, concepts, know-how, or techniques contained in any unsolicited communication or material that you send to the Site for any purpose whatsoever including, but not limited to developing, manufacturing and marketing products using such information.
8. Images of People or Places. Images of people or places displayed on the Site are either the property of, or used with permission by, the Company. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

9. Trademark Information. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site, are registered and unregistered Trademarks of the Company and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the Company or such third party that may own the Trademarks displayed on the Site. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Website Use, is strictly prohibited. You are also advised the Company will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.
10. Links. The Company has not reviewed any sites that may be linked to the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk.
11. Conduct of Site Visitors. Although the Company may from time to time monitor or review postings, transmissions, and the like on the Site, the Company is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. The Company retains the right to remove any such posting and will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any such information or materials.
12. Dealings with Advertisers. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.
13. Notices. The Company may give notice to its users by means of a general notice on this Site, electronic mail to a user's e-mail address on its records, or by written communication sent by first class mail to a user's address on its records.
14. International Use. None of the products or underlying information or technology available at this Site may be downloaded or otherwise exported (i) into (or to a national or resident of) Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading from, or using the Site, you represent and

warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. You further agree to indemnify the Company against any all costs, liabilities, losses or expenses arising from, or relating to, any asserted violation by you of any of the laws and administrative regulations of the United States relating to the control of exports of commodities and technical data.

15. Monitoring, Copying, Altering or Interfering With the Site. You agree that you will not use any robot, spider, Web crawler, screen scraper, automated query program or other automatic device or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from our Web site without the prior expressed written permission of the Company or the appropriate third party.
16. General Information. These Terms of Website Use shall be governed by and construed in accordance with the laws of the home state of unitedcashloans.com, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Website Use shall be filed only in the state or federal courts located in home state of unitedcashloans.com, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provisions of these Terms of Website Use shall be unlawful, void, or for any reason unenforceable, then the provision shall be deemed severable from these Terms of Website Use and shall not affect the validity and enforceability of any remaining provisions. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Electronic Disclosure and Consent Agreement

You are submitting an application to UnitedCashLoans via the Internet. In order to process this application, UnitedCashLoans needs you to agree to receive certain disclosures and documents electronically. This Electronic Disclosure and Consent Agreement applies to this application and any other communications we may provide to you during the process of your applying for or us servicing your account. By submitting your application you agree to receive all such disclosures and documents in electronic form or online in accordance with this document. You may withdraw your consent prior to submitting your application by exiting the application website or by closing your browser. However, you will not be able to submit your application if you withdraw your consent by exiting the website or closing your browser. In addition, because we are required to provide you with certain disclosures and documents prior to extending an offer to you, you cannot withdraw your consent after the submission of your application.

1. To access, view and retain the documents that we make available to you in electronic form, you must have the following hardware and software (we have included our recommended hardware and system requirements):
 - An Internet browser that supports 128-bit encryption (Microsoft Explorer 6.0 or higher [7.0 or higher recommended], Firefox 1.5 or higher);
 - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit (64mg of memory);
 - An e-mail account with an Internet service provider and e-mail software in order to receive electronic communications from us (56k modem);
 - A personal computer (equipped with 133Mhz processor and 1024 x 768 screen resolution is recommended), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Account Documents received from us in electronic form via a plain text-formatted e-mail or by access to our website using one of the browsers specified above.
 - Adobe® Acrobat Reader (5.0 or higher).

It is likely that you are already using all the hardware and software you need to access the disclosures and documents electronically as you are accessing this Electronic Disclosure and Consent Agreement via the Internet.

2. You consent to receive any disclosures or documents in electronic format.
3. All documents that we provide to you in electronic format will be provided either (i) via e-mail; (ii) by access to a secure customer service website which will be provided to you in an e-mail notice we send to you when the documents are available; or (iii) by posting on a website that we designate for that purpose.

4. All documents provided in electronic or paper format from us to you will be considered "in writing." You should print a copy of your Account Documents for your records by using the "print" button in your browser.
5. You are required to provide us with an accurate and complete e-mail address and other information related to your account and to maintain and update any changes to the information promptly. You can update information by contacting us 800-279-8511 or by accessing your account online at www.unitedcashloans.com.
6. You may obtain any disclosures or documents in paper form without charge from us by printing them yourself from our website. At your request, we will provide you with a paper copy of any disclosures or documents (to the extent we maintain the ability to print such paper copies) at no cost. Contact us in writing at UnitedCashLoans, PO Box 111, Miami, OK 74355 and list the documents by name that you wish to have provided as a paper copy. The letter will need to include your name, application id and a contact number where we can reach you should we have any questions regarding your request. Your request will also need to include an address or fax number where you can receive the paper copies of the documents. Please allow up to 14 days for this request to be processed.
7. We reserve the right, in our sole discretion, to discontinue electronic provision of documents. We will provide you with notice of any such termination or change as required by law.
8. You agree and we both intend the federal Electronic Signatures in Global and National Commerce Act to apply to (i) this Consent to receive documents in electronic form; (ii) your application; and (iii) our ability to conduct business with you by electronic means.
9. To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original or electronic documents for any period of time beyond the regulatory requirements. This applies to all documentation including but not limited to checks, transaction records, notes, applications, faxes, email correspondence and other loan documentation. You further acknowledge and understand that we will routinely destroy all original and electronic documentation but not before the period of time designated by regulatory requirements. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
10. By completing and submitting your application, you (i) confirm your consent to receive disclosures and documents in electronic format; (ii) affirmatively demonstrate your ability to access the documents in electronic form; (iii) confirm that you have provided a current e-mail address at which we can send electronic documents to you; iv) acknowledge that you have accessed the Consent; and (v) agree to the terms of this Consent.

B



pennsylvania
DEPARTMENT OF BANKING

MARKET SQUARE PLAZA | 17 N SECOND STREET, 13TH FL | HARRISBURG, PA 17101
PH 717-787.2665 FX 717-787.8773 W www.banking.state.pa.us

September 2, 2009

Sent Via Certified Mail Return Receipt Requested
and First Class Mail

United Cash Loans
P.O. Box 111
Miami, OK 74355

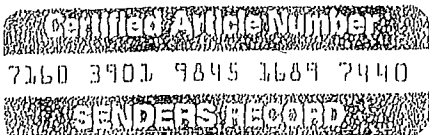
Dear United Cash Loans,

On July 10, 2009, the Commonwealth Court of Pennsylvania held that an entity involved in non-mortgage consumer lending to Pennsylvania residents in which the aggregate interest, discount, bonus, fees, fines, commissions, charges or other considerations exceed 6% simple interest per annum is required to be licensed by the Commonwealth of Pennsylvania Department of Banking (the "Department") under the Consumer Discount Company Act ("CDCA"), 7 P.S. § 6201 *et seq.*, regardless of where the entity is physically located. *See Cash Am. Net of Nev., LLC v. Dep't of Banking*, 2009 Pa. Commw. LEXIS 570 (Pa. Commw. Ct. 2009).

Accordingly, you are required to obtain a consumer discount company license from the Department to lawfully engage in non-mortgage-related lending to Pennsylvania consumers in which the aggregate interest, discount, bonus, fees, fines, commissions, charges or other considerations exceed 6% simple interest per annum. Continuing to engage in such lending without a consumer discount company license from the Department could result in enforcement action against you as set forth by the CDCA and/or Loan Interest Protection Law, 41 P.S. § 101 *et seq.*

In the meantime, the Department requests that you discontinue any and all advertising targeting Pennsylvania residents, including, but not limited to, mailers and websites, within 15 days of the date of this letter. If you continue to market your loan products to Pennsylvania residents, and choose not to apply for a consumer discount company license, the Department may take enforcement action against you.

If you have any questions, please feel free to contact me using the information provided below.





pennsylvania
DEPARTMENT OF BANKING

Sincerely,

Ryan Walsh
Administrator, Non-Depository Institutions
Bureau of Compliance, Investigation and
Licensing
rywalsh@state.pa.us
(717) 214-4768

2. Article Number



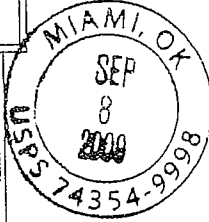
7160 3901 9545 1689 7440

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

United Cash Loans
P.O. Box 111
Miami, OK 74355



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

R. Walsh

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

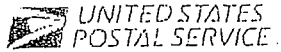
Reference Information

PA Department of Banking

Ryan M. Walsh

PS Form 3811, January 2005

Domestic Return Receipt

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7160 3901 9845 1689 7440

Status: Delivered

Your item was delivered at 2:34 pm on September 08, 2009 in MIAMI, OK 74354. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

[Restore Offline Details >](#) [Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAF Added Data

FOIA



September 19, 2009

Via Fax and E-Mail

Fax number (800) 803-8794

E-mail customerservice@unitedcashloans.com

Re: Borrower name, loan #

To Whom It May Concern:

I am writing regarding the payday loan that I received from United Cash Loans ("Company"), on or about August 14th, 2009 ("Loan"). The Loan documents that I received from Company ("Agreement") indicate that the annual interest rate charged is 456.25%, however, the state of Pennsylvania, where I reside, limits annual interest rates on loans of this type to 24%. Therefore, I am notifying you of the following:

1. The bank referenced within the Agreement (" "), has been instructed to disallow any further ACH debits from Company as of Sept. 19th, 2009;
2. Company is hereby notified that I withdraw any specific or implied consent to allow any such ACH withdrawals to be made from ;
3. Further, I withdraw any specific or implied consent to pay any penalties, finance charges, or "return item fees" pursuant to the Agreement;
4. Consent for Company or its subcontractors or agents, to contact by mail, fax, telephone, email or any other manner my employer, any individual other than myself, or myself other than as indicated in item #5 below, is specifically withdrawn. If any such attempt at contact is made, complaints will be filed against Company with the Pennsylvania Department of Banking and the Federal Trade Commission. In addition, legal action may be taken against Company.
5. Company may only contact me by mail at the following address:

PA

6. Permission for Company to prepare and submit any check or other instrument drawn against in regard to the Agreement is specifically withdrawn. has been notified that no such instruments shall be honored. Any specific or implied consent to pay any penalties, finance charges, or "return item fees" pursuant to the Agreement is hereby withdrawn.

In the state of Pennsylvania, the maximum interest rate allowable (24%) per year for this loan would equate to \$108. I am willing to pay back the principal balance of \$450, plus the legal interest rate as of the date that payment is made, less any interest overpayments that you have already collected, however, I am not willing to honor the terms of the Agreement. In addition, I would only agree to such payment if Company agreed not to cause any derogatory information to be placed upon my credit report with any credit bureau in relation to this matter. If these terms are acceptable, please contact me in writing at:

., PA

Thank you for your immediate attention to this matter.

Sincerely,

cc: .

D

Applicant
Loan ID: UnitedCashLoans

Application

Date: 08/14/2009
see unitedcashloans.com

Personal Information	
Applicant Name:	Applicant Address:
DOB:	PA
SSN:	Length of address (unspecified)
Home Phone #:	E-Mail address:
Fax Number, N/A	Drivers License:
Cell Number:	
Employment / Income Information	
Employer:	Income comes from? employment
Your work phone:	
Length of Employment:	Monthly Take Home pay: \$
Position:	Net pay each pay check: \$
Shift/Hours:	Next four pay dates: 2009-08-27 & 2009-09-10 & 2009-09-24 & 2009-10-08
Direct Deposit? TRUE	Paid how often: bi-weekly
Checking Account Information	
BANK NAME:	ABA/ROUTING:
ACCOUNT NUMBER:	NEXT CHECK NUMBER:
Personal References	
Ref #1 name:	Ref #2 name:
Ref #1 phone: (Ref #2 phone: (
Ref #1 relationship: FRIEND	Ref #2 relationship: (TRUE)

*or other source of income periodically deposited to your account. However, alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity. **Agreement to Arbitrate All Disputes:** By signing below or electronically signing and to induce us, UnitedCashLoans, to process your application for a loan, you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for one or more loans, the Loan Agreements that govern your repayment obligations, the loan for which you are applying or any other loan we previously made or later make to you, this Agreement To Arbitrate All Disputes, collection of the loan or loans, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, including disputes as to the matters subject to arbitration, shall be resolved by binding individual (and not class) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.arb-forum.com, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." If you are unable to pay the costs of arbitration, your arbitration fees may be waived by the NAF. The cost of a participatory hearing, if one is held at your or our request, will be paid for solely by us if the amount of the claim is \$15,000 or less. Unless otherwise ordered by the arbitrator, you and we agree to equally share the costs of a participatory hearing of the claim is for more than \$15,000 or less than \$75,000. Any participatory hearing will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate All Disputes is an independent agreement and shall survive the closing, funding, repayment and/or default of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

Agreement Not To Bring, Join Or Participate In Class Actions: To the extent permitted by law, by signing below or electronically signing you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the costs we incur, including our court costs and attorney's fees, in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring, join or participate in class action suites is an independent agreement and shall survive the closing, funding, repayment, and/or default of the loan for which you are applying.

Borrower's Electronic Signature to the above Agreements Appears Below

By signing below or electronically signing this Application you certify that all of the information provided above is true, complete and correct and provided to us, UnitedCashLoans, for the purpose of inducing us to make the loan for which you are applying. You also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions. You authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). UnitedCashLoans may utilize Teletrack or other similar consumer-reporting agency for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

(X)

Printed Name of Applicant

(X) 08/14/2009

Date

Privacy Policy

APPLICATION SUPPLEMENT

SHORT TERM LOANS PROVIDE THE CASH NEEDED TO MEET IMMEDIATE SHORT-TERM CASH FLOW PROBLEMS. THEY ARE NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS FOR WHICH OTHER KINDS OF FINANCING (SUCH AS CREDIT CARDS, AN OVERDRAFT LOAN OR A LOAN FROM FRIENDS OR FAMILY) MAY BE MORE APPROPRIATE AND AFFORDABLE. YOU MAY WANT TO DISCUSS YOUR FINANCIAL SITUATION WITH A NONPROFIT CREDIT COUNSELING SERVICE AVAILABLE TO CONSUMERS EXPERIENCING FINANCIAL PROBLEMS IN YOUR COMMUNITY.

YOU WILL BE CHARGED ADDITIONAL FEES IF YOU RENEW THIS LOAN. As an example, suppose you borrow \$200 for 14 days at an APR of 732.14%. The finance charge would be \$60.00. If you did not repay the loan at maturity but chose instead to renew the balance by obtaining a new loan in the same amount and for an additional 14-day period, you would incur an additional finance charge of \$60.00.

So, if you renew the \$200 loan 4 times, the total finance charge you would be required to pay would be \$300.00. Moreover, if there were insufficient funds in your bank account on the date we attempted to effect an ACH debit entry to pay all or part of what you owe, you would incur a Return Item Fee of \$30.00. Your bank may also impose fees for returning ACH debit entries unpaid and, if this practice persists, may even cancel your deposit account.

PRIVACY POLICY: To view our Privacy Policy please click here. The Privacy Policy can be viewed at http://unitedcashloans.com/page-info_privacy.

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US, IF YOU DO SO BY THE END OF BUSINESS ON THE BUSINESS DAY AFTER THE LOAN PROCEEDS ARE DEPOSITED INTO YOUR CHECKING ACCOUNT.

To submit your cancellation form click here. The cancellation form can be viewed at http://unitedcashloans.com/page-docs_cancellation.

LOAN NOTE AND DISCLOSURE



Date: 08/14/2009 10:11, UnitedCashLoans

Borrower's Name

Parties: In this Loan Note and Disclosure ("Note") you are the person named as Borrower above. "We" UnitedCashLoans are the lender (the "Lender").

All references to "we," "us" or "ourselves" mean the Lender. Unless this Note specifies otherwise or unless we notify you to the contrary in writing, all notices and documents you are to provide to us shall be provided to UnitedCashLoans at the fax number and address specified in this Note and in your other loan documents.

The Account: You have deposit account, Account", at (Bank"). You authorize us to effect a credit entry to deposit the proceeds of the Loan (the Amount Financed indicated below) to your Account at the Bank.

DISCLOSURE OF CREDIT TERMS: The information in the following box is part of this Note.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate (e)	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 the scheduled payment.
456.25%	\$135.00	\$450.00	\$585.00

Your Payment Schedule will be: 1 payment of \$585.00 due on 2009-09-10, if you decline the option of renewing your loan. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited on the business day prior to your normal pay date. If renewal is accepted you will pay the finance charge of \$135.00 only, on 2009-09-10. You will accrue new finance charges with every renewal of your loan. On the due date resulting from a fourth renewal and every renewal due date thereafter, your loan must be paid down by \$50.00. This means your Account will be debited the finance charge plus \$50.00 on the due date. This will continue until your loan is paid in full. To decline the option of renewal, you must select your payment options using the Account Summary link sent to your email at least three business days before your loan is due.

Security: The loan is unsecured.

Prepayment: You may prepay your loan only in increments of \$50.00. If you prepay your loan in advance, you will not receive a refund of any Finance Charge.(e) The Annual Percentage Rate is estimated based on the anticipated date the proceeds will be deposited to or paid on your account, which is 8-17-2009.

Itemization Of Amount Financed of \$450.00: Given to you directly: \$450.00; Paid on your account \$0

See below and your other contract documents for any additional information about prepayment, nonpayment and default.

Promise To Pay: You promise to pay to us or to our order and our assigns, on the date indicated in the Payment Schedule, the Total of Payments, unless this Note is renewed. If this Note is renewed, then on the Due Date, you will pay the Finance Charge shown above. This Note will be renewed on the Due Date unless at least three Business Days Before the Due Date either you tell us you do not want to renew the Note or we tell you that the Note will not be renewed. Information regarding the renewal of your loan will be sent to you prior to any renewal showing the new due date, finance charge and all other disclosures. As used in the Note, the term "Business Day" means a day other than Saturday, Sunday or legal holiday, that UnitedCashLoans is open for business. This Note may be renewed four times without having to make any principal payments on the Note. If this Note is renewed more than four times, then on the due date resulting from your fourth renewal, and on the due date resulting from each and every subsequent renewal, you must pay the finance charge required to be paid on that due date and make a principal payment of \$50.00. Any payment due on the Note shall be made by us effecting one or more ACH debit entries to your Account at the Bank. You authorize us to effect this payment by these ACH debit entries. You may revoke this authorization at any time up to three Business Days prior to the date any payment becomes due on this Note. However, if you timely revoke this authorization, you authorize us to prepare and submit a check drawn on your Account to repay your loan when it comes due. If there are insufficient funds on deposit in Your Account to effect the ACH debit entry or to pay the check or otherwise cover the Loan payment on the due date, you promise to pay Us all sums You owe by another form of payment other than personal check. We do not accept personal checks, however, if You send Us a check, You authorize Us to perform an ACH debit on that Account in the amount specified.

Return Item Fee: If sufficient funds are not available in the Account on the due date to cover the ACH debit entry or check, you agree to pay us a Return Item Fee of \$30.

Prepayment: The Finance Charge consists solely of a loan fee that is earned in full at the time the loan is funded. Although you may pay all or part of your loan in advance without penalty, you will not receive a refund or credit of any part or all of the Finance Charge.

Governing Law: Both parties agree that this Note and your account shall be governed by all applicable federal laws and all laws of the jurisdiction in which the Lender is located, regardless of which state you may reside, and by signing below or by your electronic signature, you hereby contractually consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction in which the Lenders is located over all matters related to this Note and your account, forsaking any other jurisdiction which either party may claim by virtue of residency.

Arbitration of All Disputes: You and we agree that any and all claims, disputes or controversies between you and us, any claim by either of us against the other (or the employees, officers, directors, agents, servicers or assigns of the other) and any claim arising from or relating to your application for this loan, regarding this loan or any other loan you previously or may later obtain from us, this Note, this agreement to arbitrate all disputes, your agreement not to bring, join or participate in class actions, regarding collection of the loan, alleging fraud or misrepresentation, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes regarding the matters subject to arbitration, or otherwise, shall be resolved by binding individual (and not joint) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. No class arbitration. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, 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 THE ARBITRATION. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.naf-forum.com, by telephone at 800-474-2371, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." Your arbitration fees will be waived by the NAF in the event you cannot afford to pay them. The cost of any participatory, documentary or telephone hearing, if one is held at your or our request, will be paid for solely by us as provided in the NAF Rules and, if a participatory hearing is requested, it will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION **Agreement Not To Bring, Join Or Participate In Class Actions:** To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim dispute or controversy you may have against us, our employees, officers, directors, servicers and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. 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 binding arbitration as provided above.

Survival: The provisions of this Loan Note And Disclosure dealing with the Agreement To Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions shall survive repayment in full and/or default of this Note.

Re Bankruptcy: By signing below or electronically signing you represent that you have not recently filed for bankruptcy and you do not plan to do so.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity.

By signing or electronically signing this Loan Note you certify that all of the information provided above is true, complete and correct and provided to us, UnitedCashLoans, for the purpose of inducing us to make the loan for

which you are applying. By signing below or electronically signing you also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate in Class Actions. By signing or electronically signing this application you authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). UnitedCashLoans may utilize Telatrust or other similar consumer-reporting agency for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

(X)

Date: 08/14/2009

INSTRUCTIONS: YOU WILL BE ADVISED OF YOUR APPROVAL VIA PHONE OR EMAIL.

PRINT NAME:

v.1.1.27

Privacy Policy and Authorization Agreement

UNITED
Changing the Way America Gets a Loan™

PRIVACY POLICY. Protecting your privacy is important to UnitedCashLoans and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with short term loans as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all UnitedCashLoans employees for collection, use, retention, and security of nonpublic personal information related to our short term programs.

WHAT INFORMATION WE COLLECT. We may collect "nonpublic personal information" about you from the following sources: information we receive from you on applications or other loan forms, such as your name, address, social security number, assets and income; information about your loan transactions with us, such as your payment history and loan balances; and information we receive from third parties, such as consumer reporting agencies and other lenders, regarding your creditworthiness and credit history. "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a short term loan to you. For example, as noted above, nonpublic personal information includes your name, social security number, payment history, and the like.

WHAT INFORMATION WE DISCLOSE. We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances. For example, we may disclose nonpublic personal information about your short term loans to consumer reporting agencies and to government entities in response to subpoenas. Moreover, we may disclose all of the nonpublic personal information about you that we collect, as described above, to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize.

If you become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

OUR SECURITY PROCEDURES. We also take steps to safeguard customer information. We restrict access to nonpublic personal information about you to those of our and our marketers/servicers employees who need to know that information to provide short term loans to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

1. BY SIGNING OR ELECTRONICALLY SIGNING BELOW YOU VERIFY BANK, RESIDENCE, AND EMPLOYMENT INFORMATION as printed in Item 5 and 6.
2. UNLESS the authorization in Item 6 below is properly and timely revoked, THERE WILL BE A \$30.00 FEE ON ANY ACH DEBIT ENTRY ITEMS THAT ARE RETURNED AT TIME OF COLLECTION.
3. YOU AUTHORIZE US to contact you at your place of employment or residence at any time up to 9:00 p.m., your local time.
4. YOU REPRESENT that you have NOT RECENTLY FILED FOR BANKRUPTCY and you DO NOT PLAN TO DO SO.
5. YOU REPRESENT that your employer remains: . . .
And your residence remains: . . .

Please Enter any Changed Information:

6. You authorize us, UnitedCashLoans, or our servicer, agent, or affiliate to initiate one or more ACH debit entries (for example, at our option, one debit entry may be for the principal of the loan and another for the finance charge) to your Deposit Account indicated below for the payments that come due each pay period and/or each due date concerning every renewal, with regard to the loan for which you are applying. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited the business day prior to your normal pay date. YOU REPRESENT that your Depository Institution named below, called BANK, which will receive and debit such entry to your Bank Account, remains:

Bank Name Routing/ABA No Account No

Please See Item 7, below, if any information has changed

This Authorization becomes effective at the time we make you the loan for which you are applying and will remain in full force and effect until we have received notice of revocation from you. This authorizes us to make debit entries with regard to any other loan you may have received with us. You may revoke this authorization to effect an ACH debit entry to your Account(s) by giving written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan. However, if you timely revoke this authorization to effect ACH debit entries before the loan(s) is paid in full, you authorize us to prepare and submit one or more checks drawn on your Account(s) on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan(s) is paid in full.

7. If there is any change in your Bank Information in Item 6 above, you MUST PROVIDE US WITH A NEW BLANK CHECK FROM YOUR CHECKING ACCOUNT MARKED "VOID". You authorize us to correct any missing or erroneous information that you provide by calling the bank or capturing the necessary information from that check.

8 Payment Options:

- a. **Renewal.** Your loan will be renewed on every due date unless you notify us of your desire to pay in full or to pay down your principal amount borrowed. You will accrue a new fee every time your loan is renewed. Any fees accrued will not go toward the principal amount owed.
* On your fifth renewal and every renewal thereafter, your loan will be paid down by \$50.00. This means your account will be debited for the finance charge plus \$50.00, this will continue until your loan is paid in full.
- b. **Pay Down.** You can pay down your principal amount by increments.

of \$50.00. Paying down will decrease the fee charge for renewal

9 BY SIGNING OR ELECTRONICALLY SIGNING BELOW, YOU ACKNOWLEDGE READING AND AGREEING TO THE STATEMENTS IN ITEMS 2, 3, 4, AND 5; AND THE AUTHORIZATIONS IN ITEMS 6 AND 7, AND THE PAYMENT OPTIONS IN ITEM 8.

10 Agreement to be Contacted for Reactivation - As a convenience for our customers, once you have paid off your initial loan with us, we make obtaining reactivations easier. You acknowledge and agree that reactivations are subject to the terms contained herein and that by providing your electronic signature below you accept all reactivations on the terms contained herein. You acknowledge and agree that we may contact you via SMS text-message at the cellular number you have provided after you have paid off your initial loan to inquire as to your interest in obtaining a reactivation. You acknowledge and agree that any charges incurred for receipt of messages sent via SMS text-messaging or requiring the use of web browser via cellular phone to receive are solely your responsibility. Reactivations offered through this process will contain the same terms and conditions as the original loan. Should you desire a reactivation, you will be required to input your electronic signature into your cellular telephone which shall constitute your agreement to the statements in items 2, 3, 4, 5, the authorizations in items 6 and 7, the payment options in item 8, the privacy policy located at http://unitedcashloans.com/?page=info_privacy, and the terms of use located at http://unitedcashloans.com/?page=info_terms and your agreement to all other terms contained herein.

08/14/2009

Date

Print Name of Applicant

YAHOO! MAIL

Your UnitedCashLoans Approval Terms

Friday, August 14, 2009 5:59 PM

From: "customerservice@unitedcashloans.com"
 <customerservice@unitedcashloans.com>

To:

UNITED
 Changing the Way America Gets a Loan
 Phone Number: 1-800-279-8511
 Fax Number: 1-800-803-8794
 Website: www.UnitedCashLoans.com

Attention:

Application ID#:

Congratulations, your loan in the amount of \$450.00 has been approved. The cash will be sent to your bank on 08/14/2009. It will be up to your bank to post the funds to your account, though the posting usually takes place the next business day. If you have questions regarding your deposit, please call your bank and ask for the ACH Department to verify posting. In the future, you can view the status of your loan at www.UnitedCashLoans.com.

If you have further questions about your account, please contact us at customerservice@UnitedCashLoans.com or call us at 1-800-279-8511. We are open Monday through Thursday 8:00 AM to 4:30 PM and Friday 8:00 AM to 3:30 PM.

Thank you,

UnitedCashLoans

*Dates are estimates only.

PLEASE REVIEW THE FOLLOWING REMINDERS REGARDING YOUR LOAN:

Loan Receipt:

By receiving a loan through UnitedCashLoans you agree that your loan will be renewed on every due date unless you request to pay in full or to pay down your principal amount borrowed, at least 3 full business days prior to your next due date. If you do not notify UnitedCashLoans, 3 full business days prior to your due date, you will only pay the renewal fee plus any scheduled pay downs on your due date. If your loan is renewed, you will acquire a new renewal fee. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited the business day prior to your normal pay date.

Renewal:

Your loan is always due on your payday. By receiving a loan through UnitedCashLoans you agree that your loan will be renewed unless you request to pay down an additional amount against your principal, or pay out the balance in full. Renewing your loan means that you will pay the renewal fee (only) on this due date. Every time your loan is renewed, you will accrue a new renewal fee. You can renew your loan four times. On the FIFTH renewal, you must pay the renewal fee plus pay down your balance by \$50.00. This is called an automatic pay down. (EXAMPLE: for a \$300.00 dollar loan the fee is \$90.00. On the 5th renewal, you pay \$140.00 which equals the \$90.00 renewal fee plus the \$50.00 pay down. If you renew your loan again on the next due date, your principal balance will be \$250.00 with a new renewal fee of \$75.00. When the automatic pay down process is in effect (this will decrease your principal loan amount and your renewal fee.) After your fifth renewal, your loan must be paid down every due date until it is paid in full.

Pay Down:

You can pay down your principal amount by increments of \$50.00. Paying down will decrease the renewal fee. To accept this option you must notify us of your request in writing via fax at 1-800-803-8794, at least 3 full business days prior to your due date. If for any reason you do not wish to renew your loan, meaning you wish to pay the full amount due on this due date please contact our customer service department at customerservice@UnitedCashLoans.com or 1-800-279-8511.

There is a three-day rule on a full pay out or pay down on your loan. We need to receive the documentation in our office by 4:30 p.m. THREE FULL BUSINESS DAYS prior to your due date. That means if you are due on Friday, we need to have the document by 4:30 p.m. on Monday.

If we do not receive the documentation, in time, your loan will be renewed.

By receiving a loan with UnitedCashLoans you have agreed to the terms listed below:

AGREEMENT TO ARBITRATE DISPUTES: By signing the application and to induce us, UnitedCashLoans, to process and consider your application for a loan, you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for a loan, the Loan Agreement that you must sign to obtain the loan, this agreement to arbitrate disputes, collection of the loan, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, shall be resolved by binding individual (and not class) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claims are filed. This agreement to arbitrate disputes shall apply no matter by whom or against whom the claims are filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.art-forum.com, or at National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405. If you are unable to pay the costs of arbitration, your arbitration fees will be waived by the NAF. Any arbitration hearing, if one is held, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement To Arbitrate Disputes is an independent agreement and shall survive the closing and repayment of the loan for which you are applying. **NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS: To the extent permitted by law, by signing below you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

Governing Law: Both parties agree that this Note and your account shall be governed by all applicable federal laws and all laws of the jurisdiction in which the Lender is located, regardless of which state you may reside, and by signing below or by your electronic signature, you hereby contractually consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction in which the Lender is located over all matters related to this Note and your account, forsaking any other jurisdiction which either party may claim by virtue of residency.

\$ 450 +

\$ 108 / 365 =

29589 per day
 30 →

42 days
 \$ 12.60

9/10/09

United Cash
 Loans

Protect. Borrowers. Inform.



pennsylvania

DEPARTMENT OF BANKING Version 2.1.3 (Build a)

Home / Search | Licensing | Compliance | Consumer Services | Supervision & Enforcement | Exit

New Search • Modify Complaint • Attach File • Print Barcode • Print View

Complainant		Institution		Comments	
Case #	Received Date * 12/4/2009	Method * Phone	Assigned To RoWillis		
Status *	Status Date 12/8/2009			Type * Complaint	
Generate Letter					
Complainant					
Prefix	Mr.	First Name	Last Name		
Address		City	State	PENNSYLVANIA	Zip
		Fax Number	Alternate Number		
County	ALLEGHENY	Home Phone	Work Phone	Ext.	Email
Account Number					
Complaint Codes					
Entity Type					
Unlicensed Entity					
Primary Complaint Code					
05801 - Payday Lending					
Secondary Complaint Code					
Consumer Refund Amount		Refund Date			
Funded Loan Amount		Funded Date			
Case #	Received Date * 12/4/2009	Assigned To RoWillis		Name Randy Cook	
Institution	Initiated Cash Loans		Address		
Known As					
Other Institutions :			Person complaint is against		
None					
Institution Complaint Contact					
Contact Information					
There are no Contacts for this Complaint.					
Case # 20096245	Received Date * 12/4/2009	Assigned To RoWillis		Name Randy Cook	
Comments					
12-4-09: Consumer states he has payday loan with subject company. Total loan was for \$599.00. He believes company is gouging him for fees and payments. Indicated to consumer that payday lending in PA was illegal, however, when he took loan via the internet, he did it in the state where the company resides. Therefore, the fee he is paying may be legal. Requested documentation on loan and consumer stated he did not have any documentation, that he could not and maybe would send it in.					
United Cash Loans.					
Received documents from consumer. Consumer lists following companies:					

G

Applicant: [Signature]
Loan ID: UnitedCashLoans-

Application

Date : 10/2
src: unitedcashloans.com

Personal Information	
Applicant Name:	Applicants Address:
DOB:	
SS#:	
Home Phone #:	Length at address: Unspecified
Fax Number: N/A	E-Mail address:
Cell Number:	Drivers License:
Employment / Income Information	
Employer:	Income comes from? employment
Your work phone: (
Length of Employment: 3 months	Monthly Take Home pay*:
Position:	Net pay each pay check*:
Shift/Hours:	Next four pay dates: 2009-10-30 & 2009-11-27 & 2009-12-11
Direct Deposit?: TRUE	Paid how often: bi weekly
Checking Account Information	
BANK NAME:	ABA/ROUTING:
ACCOUNT NUMBER:	NEXT CHECK NUMBER:
Personal References	
Ref #1 name:	Ref #2 name:
Ref #1 phone:	Ref #2 phone:
Ref #1 relationship: SIBLING	Ref #2 relationship: SIBLING

*or other source of income periodically deposited to your account. However, alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify identity. **Agreement to Arbitrate All Disputes:** By signing below or electronically signing and to induce us, UnitedCashLoans, to process your application you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for one or more loans, the Loan Agreements that govern your repayment obligations, the loan for which you are applying or any other loan we previously made or later make to you, this Agreement To Arbitrate All Disputes, on the loan or loans, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise including disputes as to the matters subject to arbitration, shall be resolved by binding individual (and not class) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply to whom or to whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.naf.org, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." If you are unable to pay the costs of arbitration, your arbitration fees may be waived by the NAF. The cost of a participatory hearing, if one is held at your or our request, will be paid for solely by us if the amount of the claim is \$15,000 or less. Unless otherwise ordered by the arbitrator, you and we agree to equally share the costs of a participatory hearing of the claim is for more than \$15,000 or less than \$75,000. Any participatory hearing will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate All Disputes is an independent agreement and shall survive the closing, funding, repayment and/or default of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

Agreement Not To Bring, Join Or Participate In Class Actions: To the extent permitted by law, by signing below or electronically signing you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us or our agents, servicers, directors, officers or employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the costs we incur including our court costs and attorney's fees, in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring, join or participate in class action suits is an independent agreement and shall survive the closing, funding, repayment, and/or default of the loan for which you are applying.

Borrower's Electronic Signature to the above Agreements Appears Below

By signing below or electronically signing this Application you certify that all of the information provided above is true, complete and correct and provide UnitedCashLoans, for the purpose of inducing us to make the loan for which you are applying. You also agree to the Agreement to Arbitrate All Disputes, Agreement Not To Bring, Join Or Participate In Class Actions. You authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). UnitedCashLoans utilizes Teletrack or other similar consumer-reporting agency for these purposes. We may disclose all or some of the nonpublic personal information about you to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer and enforce the loan you request or authorize and are made in accordance with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed by us unless signed by you below.)

(X) _____

(X) _____

(X) 10/29/2009

Printed Name of Applicant

Date

Privacy Policy

APPLICATION SUPPLEMENT

SHORT TERMS LOANS PROVIDE THE CASH NEEDED TO MEET IMMEDIATE SHORT-TERM CASH FLOW PROBLEMS. THEY ARE NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS FOR WHICH OTHER KINDS OF FINANCING (SUCH AS CREDIT CARDS, AN OVERDRAFT LOAN OR A LOAN FROM FRIENDS OR FAMILY) MAY BE MORE APPROPRIATE AND AFFORDABLE. YOU MAY WANT TO DISCUSS YOUR FINANCIAL SITUATION WITH A NONPROFIT CREDIT COUNSELING SERVICE AVAILABLE TO CONSUMERS EXPERIENCING FINANCIAL PROBLEMS IN YOUR COMMUNITY.

YOU WILL BE CHARGED ADDITIONAL FEES IF YOU RENEW THIS LOAN. As an example, suppose you borrow \$200 for 14 days at an APR of 782.14%. The Finance Charge would be \$60.00. If you did not repay the loan at maturity but chose instead to renew the balance by obtaining a new loan in the same amount and for an additional 14-day period, you would incur an additional Finance Charge of \$60.00. So, if you renew the \$200 loan 4 times, the total Finance Charge you would be required to pay would be \$300.00. Moreover, if there were insufficient funds in your bank account on the date we attempted to effect an ACH debit entry to pay all or part of what you owe, you would incur a Return Item Fee of \$30.00. Your bank may also impose fees for returning ACH debit entries unpaid and, if this practice persists, may even cancel your deposit account.

PRIVACY POLICY: To view our Privacy Policy please [click here](http://unitedcashloans.com/?page=Info_privacy). The Privacy Policy can be viewed at http://unitedcashloans.com/?page=Info_privacy.

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US, IF YOU DO SO BY THE END OF BUSINESS ON THE BUSINESS DAY AFTER THE LOAN PROCEEDS ARE DEPOSITED INTO YOUR CHECKING ACCOUNT.

To submit your cancellation form [click here](http://unitedcashloans.com/?page=docs_cancellation). The cancellation form can be viewed at http://unitedcashloans.com/?page=docs_cancellation.

LOAN NOTE AND DISCLOSURE

UNITED CASH

Changing the Way America Gets

Borrower's Name:

Date: 10/29/2009 ID#: UnitedCash1

Parties: In this Loan Note and Disclosure ("Note") you are the person named as Borrower above. "We" UnitedCashLoans are the lender (the "Lender"). All references to "we", "us" or "ourselves" mean the Lender. Unless this Note specifies otherwise or unless we notify you to the contrary in writing, all documents you are to provide to us shall be provided to UnitedCashLoans at the fax number and address specified in this Note and in your other loan documents. **The Account:** You have deposit account, No. ("Account"), at ("Bank"). You authorize us to effect a credit deposit the proceeds of the Loan (the Amount Financed indicated below) to your Account at the bank.

DISCLOSURE OF CREDIT TERMS: The information in the following box is part of this Note.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate (a)	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 you have made the scheduled payment.
782.14%	\$105.00	\$350.00	\$455.00

Your Payment Schedule will be: 1 payment of \$455.00 due on 2009-11-13. If you decline the option of renewing your loan. If your pay date falls on a holiday and you have direct deposit, your account will be debited on the business day prior to your normal pay date. If renewal is accepted you will pay finance charge of \$105.00 only, on 2009-11-13. You will accrue new finance charges with every renewal of your loan. On the due date resulting from a renewal and every renewal due date thereafter, your loan must be paid down by \$50.00. This means your Account will be debited the finance charge plus

on the due date. This will continue until your loan is paid in full. To decline the option of renewal, you must select your payment options using the Account Summary link sent to your email at least three business days before your loan is due. Security: The loan is unsecured.
Prepayment. You may prepay your loan only in increments of \$50.00. If you prepay your loan in advance, you will not receive a refund of any Finance Charge.
 (e) The Annual Percentage Rate is estimated based on the anticipated date the proceeds will be deposited to or paid on your account, which is 10-30-2011.
Itemization Of Amount Financed of \$350.00; Given to you directly: \$350.00; Paid on your account \$0

See below and your other contract documents for any additional information about prepayment, nonpayment and default.

Promising To Pay: You promise to pay to us or to our order and our assignees, on the date indicated in the Payment Schedule, the Total of Payments, if the Note is renewed. If this Note is renewed, then on the Due Date, you will pay the Finance Charge shown above. This Note will be renewed on the Due Date at least three Business Days before the Due Date either you tell us you do not want to renew the Note or we tell you that the Note will not be renewed. Information regarding the renewal of your loan will be sent to you prior to any renewal showing the new due date, finance charge and all other disclosures used in the Note, the term "Business Day" means a day other than Saturday, Sunday or legal holiday, that UnitedCashLoans is open for business. This Note may be renewed four times without having to make any principal payments on the Note. If this Note is renewed more than four times, then on the due date or from your fourth renewal, and on the due date resulting from each and every subsequent renewal, you must pay the finance charge required to be paid due date and make a principal payment of \$50.00. Any payment due on the Note shall be made by us effecting one or more ACH debit entries to your Account at the Bank. You authorize us to effect this payment by these ACH debit entries. You may revoke this authorization at any time up to three Business Days before the date any payment becomes due on this Note. However, if you timely revoke this authorization, you authorize us to prepare and submit a check drawn on your Account to repay your loan when it comes due. If there are insufficient funds on deposit in Your Account to effect the ACH debit entry or to pay the check, you otherwise cover the Loan payment on the due date, you promise to pay Us all sums You owe by another form of payment other than personal check. We accept personal checks, however, if You send Us a check, You authorize Us to perform an ACH debit on that Account in the amount specified.

Return Item Fee: If sufficient funds are not available in the Account on the due date to cover the ACH debit entry or check, you agree to pay us a Return Fee of \$30.

Prepayment: The Finance Charge consists solely of a loan fee that is earned in full at the time the loan is funded. Although you may pay all or part of your advance without penalty, you will not receive a refund or credit of any part or all of the Finance Charge.

Governing Law: Both parties agree that this Note and your account shall be governed by all applicable federal laws and all laws of the jurisdiction in which Lender is located, regardless of which state you may reside, and by signing below or by your electronic signature, you hereby contractually consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction in which the Lenders is located over all matters related to this Note and your account, foregoing any other jurisdiction which either party may claim by virtue of residency.

Arbitration of All Disputes: You and we agree that any and all claims, disputes or controversies between you and us, any claim by either of us against the other (or the employees, officers, directors, agents, servicers or assigns of the other) and any claim arising from or relating to your application for this loan, regarding this loan or any other loan you previously or may later obtain from us, this Note, this agreement to arbitrate all disputes, agreement not to bring, join or participate in class actions, regarding collection of the loan, alleging fraud or misrepresentation, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes regarding the matters subject to arbitration, shall be resolved by binding individual (and not joint) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. No class arbitration. All disputes including any Representative Claims against us and/or related parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, 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 AS AN OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. This agreement to arbitrate all disputes shall apply to no matter whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the Internet at www.nafdispute.com, by telephone at 800-474-2371, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55481. Your arbitration fees will be waived by the NAF in the event you cannot afford to pay them. The cost of any participatory, documentary or telephonic hearing, if one is held at your or our request, will be paid for solely by us as provided in the NAF Rules and, if a participatory hearing is required, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION Agreement Not To Bring, Join Or Participate In Class Actions.

Participate In Class Actions: To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us, our employees, officers, directors, servicers and assigns. You agree to the entry of injunctive relief to stop such a class action to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. 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 binding arbitration as provided above.

Survival: The provisions of this Loan Note And Disclosure dealing with the Agreement To Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions shall survive repayment in full and/or default of this Note.

No Bankruptcy: By signing below or electronically signing you represent that you have not recently filed for bankruptcy and you do not plan to do so.

NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity.

By signing or electronically signing this Loan Note you certify that all of the information provided above is true, complete and correct and provided to us, UnitedCashLoans, for the purpose of inducing us to make the loan for which you are applying. By signing below or electronically signing you also agree to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions. By signing or electronically signing this application you authorize UnitedCashLoans to verify all information that you have provided and acknowledge that this information may be used to verify certain past and current credit or payment history information from third party source(s). UnitedCashLoans may utilize Teletrack or other similar consumer-reporting agencies for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosure made as necessary to effect, administer and enforce the loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment and collection of your loan. (This Application will be deemed incomplete and will not be processed unless signed by you below.)

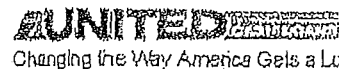
(X) _____

Date: 10/29/2009

INSTRUCTIONS: YOU MUST BE ADVISED OF YOUR APPROVAL VIA PHONE EMAIL.

Print Name

v.1.1.27 -



PRIVACY POLICY. Protecting your privacy is important to UnitedCashLoans and our employees. We want you understand what information we collect and how we use it. In order to provide our customers with short term loans as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all UnitedCashLoans employees for collection, use, retention, security of nonpublic personal information related to our short term programs.

WHAT INFORMATION WE COLLECT. We may collect "nonpublic personal information" about you from the following sources: Information we receive from you on applications or other loan forms, such as your name, address, social security number, assets and income; Information about your loan transactions with us, such as your payment history and loan balances; and Information we receive from third parties, such as consumer reporting agencies and other lenders, regarding your creditworthiness and credit history. "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a short term loan to you. For example, as noted above, nonpublic personal information includes your name, social security number, payment history, and the like.

WHAT INFORMATION WE DISCLOSE. We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances. For example, we may disclose nonpublic personal information about your short term loans to consumer reporting agencies and to government entities in response to subpoenas. Moreover, we may disclose all of the nonpublic personal information about you that we collect, as described above, to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made necessary to effect, administer and enforce the loan you request or authorize. If you become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

OUR SECURITY PROCEDURES. We also take steps to safeguard customer information. We restrict access to nonpublic personal information about you to those of our and our marketers/servicers employees who need to know that information to provide short term loans to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

1. BY SIGNING OR ELECTRONICALLY SIGNING BELOW YOU VERIFY BANK, RESIDENCE, AND EMPLOYMENT INFORMATION as printed in item 5 and 6.
2. UNLESS the authorization in item 6 below is properly and timely revoked, THERE WILL BE A \$30.00 FEE ON ANY ACH DEBIT ENTRY ITEMS THAT ARE RETURNED AT TIME OF COLLECTION.
3. YOU AUTHORIZE US to contact you at your place of employment or residence at any time up to 9:00 p.m., your local time.
4. YOU REPRESENT that you have NOT RECENTLY FILED FOR BANKRUPTCY and you DO NOT PLAN TO DO SO.
5. YOU REPRESENT that your employer remains:
And your residence remains:

Please Enter any Changed Information: _____

6. You authorize us, UnitedCashLoans, or our servicer, agent, or affiliate to initiate one or more ACH debit entries (for example, at our option, one debit entry may be for the principal of the loan and another for the finance charge) to your Deposit Account indicated below for the payments that come due each pay period and/or each due date concerning every renewal, with regard to the loan for which you are applying. If your pay date falls on a weekend or holiday and you have direct deposit, your account will be debited the business day prior to your normal pay date. YOU REPRESENT that your Depository Institution named below, called BANK, which will receive and debit such entry to your Bank Account, remains:

Bank Name

Routing/ABA No.

Account No.

Please See Item 7, below, if any information has changed.

This Authorization becomes effective at the time we make you the loan for which you are applying and will remain in full force and effect until we have received notice of revocation from you. This authorizes us to make debit entries with regard to any other loan you may have received with us. You may revoke

this authorization to effect an ACH debit entry to your Account(s) by giving written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan. However, if you timely revoke this authorization to effect ACH debit entries before the loan(s) is paid in full, you authorize us to prepare and submit one or more checks drawn on your Account(s) on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan(s) is paid in full.

7. If there is any change in your Bank Information in item 6 above, you **MUST PROVIDE US WITH A NEW BLANK CHECK FROM YOUR CHECKING ACCOUNT MARKED "VOID"**. You authorize us to correct any missing or erroneous information that you provide by calling the bank or capturing the necessary information from that check.

8. **Payment Options:**

- a. **Renewal.** Your loan will be renewed on every* due date unless you notify us of your desire to pay in full or to pay down your principal amount borrowed. You will accrue a new fee every time your loan is renewed. Any fees accrued will not go toward the principal amount owed.

* On your fifth renewal and every renewal thereafter, your loan will be paid down by \$50.00. This means your account will be debited for the finance charge plus \$50.00, this will continue until your loan is paid in full.

- b. **Pay Down.** You can pay down your principal amount by increments of \$50.00. Paying down will decrease the fee charge for renewal.

9. **BY SIGNING OR ELECTRONICALLY SIGNING BELOW, YOU ACKNOWLEDGE READING AND AGREEING TO THE STATEMENTS IN ITEMS 2, 3, 4, AND 5, AND THE AUTHORIZATIONS IN ITEMS 6 AND 7, AND THE PAYMENT OPTIONS IN ITEM 8.**

10. **Agreement to be Contacted for Reactivation** - As a convenience for our customers, once you have paid off your initial loan with us, we make obtaining reactivations easier. You acknowledge and agree that reactivations are subject to the terms contained herein and that by providing your electronic signature below you accept all reactivations on the terms contained herein. You acknowledge and agree that we may contact you via SMS text-message at the cellular number you have provided after you have paid off your initial loan to inquire as to your interest in obtaining a reactivation. You acknowledge and agree that any charges incurred for receipt of messages sent via SMS text-messaging or requiring the use of web browser via cellular phone to receive are solely your responsibility. Reactivations offered through this process will contain the same terms and conditions as the original loan. Should you desire a reactivation, you will be required to input your electronic signature into your cellular telephone which shall constitute your agreement to the statements in items 2, 3, 4, 5, the authorizations in items 6 and 7, the payment options in item 8, the privacy policy located at http://unitedcashloans.com/?page=info_privacy, and the terms of use located at http://unitedcashloans.com/?page=info_terms and your agreement to all other terms contained herein.

10/29/2009

Date

Print Name of Applicant

FILED

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF BANKING 1800 MAR -9 PM 2:51

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING, BUREAU
OF COMPLIANCE, INVESTIGATION AND
LICENSING

PA DEPT OF BANKING

Docket No.: 10 0046 (ENF-C&D)

v.

UNITEDCASHLOANS D/B/A
WWW.UNITEDCASHLOANS.COM

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing Cease and Desist Order upon the parties below, who constitute the only parties of record in this proceeding, in accordance with the requirements of 1 Pa. Code §§ 33.35 and 33.36:

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
AND FIRST CLASS MAIL

UnitedCashLoans
P.O. Box 111
Miami, Oklahoma 74355

UnitedCashLoans
3531 P St. NW
Miami, Oklahoma 74354-190

Dated: 3/9/10

Begene A. Bahl, Assistant Counsel
Pennsylvania Department of Banking
Bureau of Compliance, Investigation and
Licensing
17 North Second Street, Suite 1300
Harrisburg, PA 17101
(717) 787-1471