

FILED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING

2010 AUG 20 PM 2:49

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

v.

NORTHWAY FINANCIAL CORPORATION
LIMITED and NORTHWAY BROKER
LIMITED and NDG FINANCIAL and
E-CARE CONTACT CENTERS
d/b/a WWW.ZIP19.COM and
WWW.MYCASHTRANSFERCENTERS.COM
and KIMBERLY DETHOMAS, individually,
and jointly and severally,
RESPONDENT

PA DEPT OF BANKING

Docket No.: 10 0184 (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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RESPONDENT

PA DEPT OF BANKING

Docket No.: 10 0184 (ENF-C&D)

CEASE AND DESIST ORDER

WHEREAS, the Commonwealth of Pennsylvania Department of Banking, (“Department”) is a Pennsylvania state 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

WHEREAS, the Department requires that persons who engage in the business of making loans in Pennsylvania of less than \$25,000 and who charge fees, interest or other considerations

in excess of 6% simple interest per annum¹ for the loans be licensed as a consumer discount company; and

WHEREAS, the Department also requires that persons who hold themselves out as willing or able to arrange for or negotiate loans in Pennsylvania of less than \$25,000 and charge fees, interest or other considerations exceeding 6% of the principal loan amount per year be licensed as a consumer discount company; and

BACKGROUND

WHEREAS, Northway Financial Corporation Limited and Northway Broker Limited are companies incorporated under the laws of the Republic of Malta (collectively "Northway Financial"); and

WHEREAS, the Department has reason to believe that Northway Financial owns and operates a company, NDG Financial; and

WHEREAS, NDG Financial is the parent company for E-Care Contact Centers (www.ecarecenters.com); and

WHEREAS, E-Care Contact Centers is located in Winnipeg, Manitoba, Canada and has another location in Surrey, British Columbia, Canada; and

WHEREAS, to the best of the Department's information and belief, E-Care Contact Centers's President, Kim DeThomas, is responsible for the day to day operations of E-Care Contact Centers; and

WHEREAS, to the best of the Department's information and belief, Northway Financial, through NDG Financial and E-Care Contact Centers, advertises, solicits and makes payday loans

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, a person cannot engage in the business of lending in Pennsylvania amounts less than \$25,000 when the fees for the loan exceed more than 6% of the principal loan amount per year without a consumer discount company license.

to Pennsylvania residents through various websites, including www.zip19.com and www.mycashtransfercenters.com (“websites”); and

WHEREAS, Northway Financial, through the websites, makes payday loans to persons in amounts of up to \$1,500 (A true and correct copy of relevant pages of its websites are attached as Appendix A and Appendix B); and

WHEREAS, the websites explain that a payday loan is “a small, short-term loan that is intended to cover a borrower’s expenses until his or her next payday. Typical loans are between \$100 and \$1500 and are due in two weeks” (*See* App. A, p.2, App. B, p.2); and

WHEREAS, Northway Financial requires persons applying for payday loans to be: a United States citizen, have a checking account, be employed and receive their paycheck by direct deposit (*See* App. A, p. 1, App. B, p. 1); and

WHEREAS, the websites provide a link for applicants that wish to obtain a payday loan to “Apply Now” (*See* App. A, p.9, App. B, p. 1); and

WHEREAS, applicants can apply for a payday loan on the websites from their home computer; and

WHEREAS, the website at www.zip19.com provides a “DISCLOSURE” indicating: “Declined States: AS, GA, GU, MP, PR, VI, WV” (*See* App. A, p.9); and

WHEREAS, persons that reside in Pennsylvania can apply for and receive a payday loan from Northway Financial through the websites; and

WHEREAS, consumers pay back the loan by allowing Northway Financial to “automatically debit the loan amount, plus all loan fees from [their] account” (*See* App. A, p. 7); and

WHEREAS, the loan fees for loans obtained through the www.zip19.com website is only "\$19.98 per \$100" (See App. A, p. 9); and

WHEREAS, first time loans obtained through the www.zip19.com website will never exceed "30% of your net income" (See App. A, p.2); and

WHEREAS, the website at www.zip19.com provides, as part of the qualification process, that to obtain a payday loan that Northway Financial will need to verify the applicant's employment (See App. A, p.7); and

WHEREAS, to verify an applicant's employment, Northway Financial may call the applicant's employer (*Id.*); and

WHEREAS, the websites provide a toll free telephone number and fax number for consumers to contact should they have any questions regarding their loans (See App. A, p.4, App. B, p.4); and

WHEREAS, the websites offer a complaint form for consumers to complete if they are not satisfied with the services provided (See App. A, pp.4-5, App. B, pp. 4-5); and

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

CONSUMER COMPLAINTS

WHEREAS, on or about December 8, 2009, the Department received a written complaint from an individual, ("Mr. ") regarding Northway Financial; and

WHEREAS, Mr. resides at Pennsylvania, ; and

WHEREAS, in his complaint, Mr. in relevant part, expressed concern that he was being charged excessive interest on a loan he obtained from Northway Financial; and

WHEREAS, Mr. [redacted] received a payday loan from Northway Financial on or about November 27, 2009 (See a true and correct copy of Mr. [redacted] Loan Agreement redacted to protect his private information attached as App. C); and

WHEREAS, Mr. [redacted] loan amount was \$500 and the annual percentage rate² charged on the loan was 521.26% resulting in a finance charge of \$99.90 (See App. C); and

WHEREAS, the Loan Agreement completed by Mr. [redacted] provided that the lender for the transaction was Northway Financial Corporation Limited (See App. C); and

WHEREAS, Mr. [redacted] is a Pennsylvania resident that obtained a loan from Northway Financial in an amount less than \$25,000 in which the fees on the loan exceeded 6% simple interest per annum; and

WHEREAS, on or about August 20, 2009, the Department received another complaint from an individual, [redacted], regarding Northway Financial; and

WHEREAS, Mr. [redacted] resides at [redacted] Pennsylvania [redacted]; and

WHEREAS, in his complaint, Mr. [redacted] informed the Department that he took out a payday loan from Northway Financial through the www.zip19.com website; and

WHEREAS, Northway Financial was threatening to garnish Mr. [redacted] wages if he could not pay the loan fees; and

WHEREAS, on or about January 22, 2010, the Department received a complaint from an individual, [redacted], regarding Northway Financial; and

WHEREAS, Mr. [redacted] resides at [redacted] PA [redacted]; 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] informed the Department that he could not afford to pay off the payday loan that he obtained from Northway Financial; and

WHEREAS, on or about August 4, 2010, Mr. [redacted] contacted the Department again because Northway Financial was threatening to garnish his wages for the \$1,187 that he owes on the payday loan; and

WHEREAS, because Northway Financial does business over the Internet, through its websites, the Department has reason to believe that it has provided payday loans in amounts of less than \$25,000 and charged fees, interest, charges and other considerations in excess of 6% on the principal loan amount per year to Pennsylvania residents not referenced in this Order; and

VIOLATIONS

WHEREAS, by soliciting and holding itself out as willing or able to arrange for or negotiate loans of \$25,000 or less to Pennsylvania residents 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, Northway Financial violated Section 3.B of the CDCA, 7 P.S. § 6203.B, 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); and

WHEREAS, by engaging in the business of negotiating and making loans of less than \$25,000 to Pennsylvania residents 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, Northway Financial 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*; and

WHEREAS, by engaging in the business of collecting on loans made to Pennsylvania residents that were less than \$25,000 and in which the fees, interest, charges or other considerations exceeded 6% on the principal loan amount per year, without being licensed by the

Department, Northway Financial 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*; and

DEPARTMENT'S AUTHORITY

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

WHEREAS, because Northway Financial engaged in unlicensed activity in violation of the CDCA and LIPL, the Department has the authority to levy a fine against Northway Financial in the amount of \$10,000 per offense, 41 P.S. § 505(b); and

AND NOW THEREFORE, because Northway Financial is engaged in the business of lending money in an amount less than \$25,000 to Pennsylvania residents and charging in excess of 6% simple interest per annum for the loan, without a license, and advertised and solicited such loans to Pennsylvania residents through its websites and attempted to collect on such loans, the Bureau, under the authority cited above, hereby imposes the following order ("Order"). Upon the effective date of this Order:

1. Northway Financial 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 in Pennsylvania and charging interest and fees in excess of 6% on the principal amount loaned per year until licensed by the Department to do such business.

2. Northway Financial shall immediately cease and desist from advertising, soliciting, and arranging non-mortgage loans for Pennsylvania residents 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. Northway Financial shall immediately cease and desist from attempting to collect or collecting, directly or indirectly through third parties such as collection agencies, interest or any other considerations that exceed 6% simple interest per annum on non-mortgage loans of less than \$25,000 that it made to Pennsylvania residents since February 1, 2009.

4. Northway Financial shall not transfer, assign or sell to any persons, companies or entities any non-mortgage loans of less than \$25,000 that it has made to Pennsylvania residents since February 1, 2009 where the interest, fees or other considerations on the loans exceed 6% simple interest per annum.

5. Northway Financial shall not purchase any non-mortgage loans of less than \$25,000 that it has made to Pennsylvania residents since February 1, 2009 where the interest, fees or other considerations on the loans exceed 6% simple interest per annum.

6. Northway Financial shall not directly or indirectly (through third parties or collection agencies) file a negative report with any credit agency regarding any Pennsylvania resident to which it has provided a non-mortgage loan of less than \$25,000 since February 1, 2009 if the consumer has paid back the principal amount of the loan plus interest of up to (not in excess of) 6% simple interest per annum.

7. Northway Financial shall refund to Pennsylvania residents (that have accepted a non-mortgage loan from Northway Financial of less than \$25,000 since February 1, 2009) the amount of monies that the residents paid on loans that exceeded 6% simple interest per annum.

8. Within 10 days of the effective date of this Order, Northway Financial shall provide to the Department a listing of loans and cash advances made to Pennsylvania residents 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 resident; and
- d. The status of the loans including total amounts still owed by the resident to Northway Financial 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.

9. Northway Financial shall pay a fine to the Department in an amount of \$30,000 for the violations of the CDCA and LIPL referenced in this Order.

10. Northway Financial shall pay the reasonable costs and expenses incurred by the Department to commence and prosecute this enforcement action should Northway Financial challenge this Order without success. To this end, the Department expressly requests a separate hearing to ascertain the amount of monies expended by the Department.

This Order shall not preclude the Department from commencing additional enforcement action against Northway Financial and any additional entities, companies, or persons associated with Northway Financial as it deems necessary.

IT IS SO ORDERED.

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

August 20, 2010
(Date)

Appendix A



How It Works

Need cash in a flash?

Simply complete our 60 second application to get started and you can be pre-approved in seconds!

How to get started?

1. Apply online
 2. Check your email (provide information if requested)
 3. Cash will be deposited directly into your account
-

Am I eligible for a payday loan?

In order to qualify for a payday loan or cash advance from Zip19.com, you must:

- Be at least 18 years of age
- Be a US citizen
- Have a checking account
- Be employed, and receive your paycheck by direct deposit

Copyright © Zip19.com



Responsible Lending

What is a payday loan?

A payday loan is a small, short-term loan that is intended to cover a borrower's expenses until his or her next payday. Typical loans are between \$100 and \$1500 and are due in two weeks.

Is a payday loan for me?

If used responsibly, a payday loan can be a great tool to provide assistance during a time of financial need. When choosing a payday loan company, there are two important things to keep in mind:

1. It is important to choose a company that practices responsible lending.
2. It is just as important to make sure you use a payday loan responsibly.

How does Zip19.com practice responsible lending?

- At Zip19.com your first time loan will never exceed 30% of your net income. This is to ensure that you are not borrowing more money than you can pay back. Once you are an established customer, and have consistently paid back your loan on time your loan limit may be increased*.
- The real expense and debt trap for payday loans is when you rollover or extend your loan multiple times. The purpose of a payday loan is to provide a short term solution to a financial emergency - a payday loan should never be used long term. For example, if you are short on money and are in danger of bouncing a check, a payday loan may be a cheaper alternative for you. If you have to extend the loan or roll it over multiple times, your cost savings will be gone. **This is why Zip19.com has a strict no rollover policy.**
- Zip19.com always sends their customers an automated reminder email two days prior to their repayment date. This is to ensure that the loan is repaid in full to avoid NSF charges from the bank. Another reminder email is also sent to each customer on their actual repayment date.
- Zip19.com is always upfront about their loan fees. When borrowing from Zip19.com you can always be assured there are no hidden fees or extra charges.
- Many payday lenders have been accused for "preying" on pensioners, people on disability, or military personnel. Zip19.com will not enter into a business relationship with any of the following people: retired, on disability, receiving Social Security, paid only by commission, a substitute teacher, on maternity or medical leave, or an independent contractor.

- At Zip19.com we take the utmost pride in ensuring our customers information is always kept completely confidential.
- Zip19.com provides customer service representatives available to answer any questions or concerns twenty four hours a day – seven days a week!

What can I do to ensure I use my payday loan responsibly?

- Never use a payday loan for a long term financial challenge.
- Never borrow more than you will be able to pay back on your scheduled repayment date.
- Never borrow money from a company that doesn't practice responsible lending.
- Always make sure you choose a company with superior customer service, and who puts your best interests first, before making a profit.

*Based on your net income

Copyright © Zip19.com



Contact

At Zip19.com, we are dedicated to the highest level of customer service. Any time you have any sort of inquiry, our friendly and informative Customer Care team will be happy to assist you.

Hours of Operation

You will find live customer care agents available to assist you 7 days a week during the following hours:

Sunday through Thursday : 24 hours
Friday: 12:00 AM until 11:00 PM, CST
Saturday: 7:00 AM until 11:00 PM, CST
24 hour service resumes Sunday at 7:00 AM CST

Customer Service

Live Help Online: Live Chat
Email: customercare@zip19.com
Web: www.zip19.com
Mailing Address: Mailing Address

Telephone Numbers

Toll Free: 1.877.947.1947
FAX: 1.866.202.6498

Complaint Form

At Zip19.com, we sincerely care about addressing any concerns you may have in reference to our loan products, policies or services.

We urge you to fill out our complaint form below, if you are unhappy about anything you have encountered with Zip19.com. We will respond to your concern promptly.

First Name:

Last Name:

Your Email:

Your Phone:

Subject:

Complaint:



Copyright © Zip19.com



Mailing Address

Level 8, Plaza Commercial Centre
Bisazza Street
Sliema SLM 1640
Malta

Copyright © Zip19.com



FAQ

How much am I eligible to borrow?

Your Loan Limit is based on your net income (after all taxes and deductions). The first time maximum loan limit is \$300. For each loan after that, your loan limit is based on your net income.

How do I use your website?

Visit Zip19.com and log in using your Social Security Number and Home Phone Number. Once you're in, you will be able to make a loan request, check the status of your loan and even view the documents you have sent us [Click Here](#).

Will you need to call my employer?

We will need to verify your employment. The quickest way to do this is by calling your employer. If a call is needed, we will be discreet and no information regarding your business with our company will be given.

How long can I have the funds for?

All loans are due back on your next payday. This can be a maximum period of 14 days. If you still feel strapped for cash on the day your loan is due back, you can request another loan on the very same day.

How do I pay back the loan?

We automatically debit the loan amount, plus all loan fees from your account. This is done via a preauthorized debit directly from your account. The funds come out of your account the same way they went in. This way there are no extra costs from us, or from your bank.

What is an Instant Reloan?

An Instant Reloan is a loan that you can apply for on the same day as your first loan has been paid in full, including all loan fees. Once your application is processed your loan can be issued the same day, which will reach your account as early as the next business day.

In order to get an Instant Reloan, you must send in a copy of your bank statement showing that your full payment has been processed.

Do I need to be paid by direct deposit?

Yes. In order to qualify you must receive your paycheck by direct deposit.

I'm paid by Social Security, do I qualify?

You must be actively employed in order to qualify for a loan with Zip19.com. Types of income we do not accept are: Social security, Retirement Pay, Commission only, and those paid only by mileage.

Do I need to fax any documents?

You are not required to fax in any documents, providing that all information needed to issue your loan can be obtained.

What formats are acceptable when sending documents?

If you are e-mailing any documents, please note that we do accept the following formats: .jpg, .jpeg, .bmp, .gif, .png, .pdf, and .tiff. When faxing/e-mailing any documents to us, please ensure that your name and social security number are clearly written on the fax/e-mail to avoid any delay in processing your documents.

Can I make payments on my loan?

At Zip19.com, we believe in responsible lending. Therefore we do not offer loan extensions (also known as rollovers) that often keep customers from ever repaying their loans. However, once your loan is paid back in full you are able to make a loan request and have the loan issued out the very same day.

How can I contact you?

Please [click here](#) for more information.

What are your hours?

Please [click here](#) for more information.

Do you perform credit checks?

Zip19.com may need to verify some of your information against several national databases such as CL Verify and Teletrack. This is done more to ensure your identity and security.

I have Questions not answered here!

If you have any additional questions that have not been answered, please give us a call at 1.877.947.1947 and one of our friendly customer service representative agents will be happy to assist you.

Copyright © Zip19.com



Toll Free: 1.877.947.1947

HOME HOW IT WORKS FAQ RESPONSIBLE LENDING PRIVACY POLICY CONTACT US

More Cash Fast

Apply today with Zip19.com and get up to \$1500 in your account as early as tomorrow. Follow our simple application and experience our instant approval process.

Personal Info

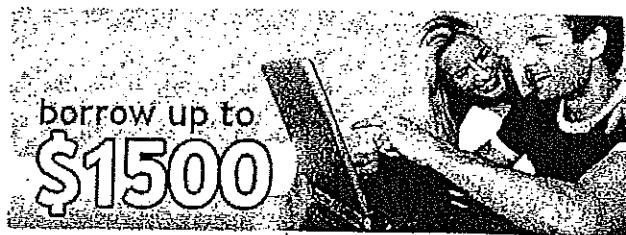
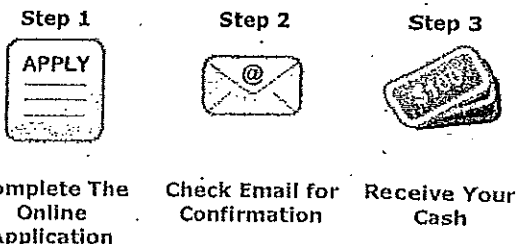
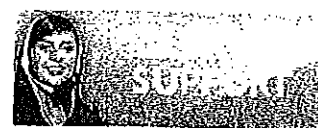
Form fields for Personal Info: First Name*, Last Name*, Date of Birth*, Gender*, E-Mail*, SSN*, Street Address*, City*, State*, Zip Code*, Home phone*, Alt phone: (optional)

Employment Info

Form fields for Employment Info: Employer*, Work Phone*, Ext.: (optional), Primary source of your income?*, Are you paid by Direct Deposit?*, What type of account is your pay deposited into?*, Your monthly net income* (after deductions)?, Pay Frequency*

Bank Information (please follow example to the right)

Form fields for Bank Information: ABA / Routing Number*, Bank Account Number*



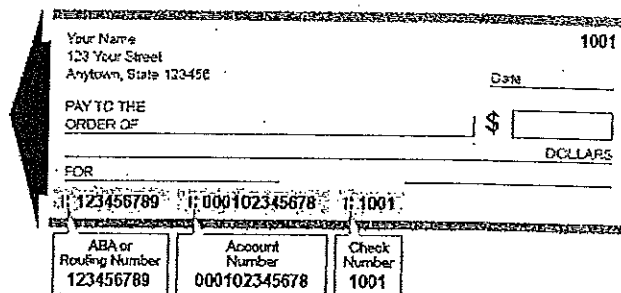
Low Cost Loans

If savings is what you're looking for, you came to the right place. Loan fees are only \$19.98 per \$100 at Zip19.com!

Avoid Late Fees

Pay your bills on time with no penalties.

No Credit, Bad Credit...No Problem!



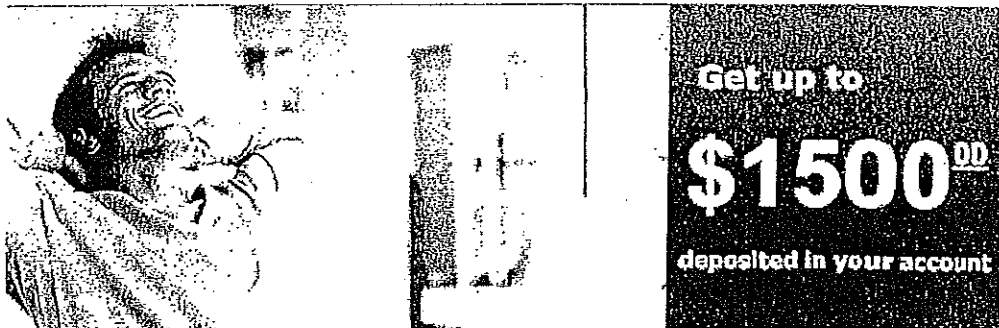
DISCLOSURE

The lenders reserve the right to run either a Teletrack or CL Verify or both. Declined States: AS, GA, GU, MP, PR, VI, WV Copyright © Zip19.com All rights reserved

Appendix B



- [Apply Now](#)
- [How it Works](#)
- [FAQ](#)
- [About us](#)
- [Live Help Online](#)



- [Fast Approval](#)
- [Cash in your account](#)
- [24 hour processing](#)



ONLINE SUPPORT

[Live Chat](#)

Testimonials

"A quick note to say thanks. Since I've never really used this kind of service..."

- Steve M.
[MORE »](#)

How It Works

Need Cash in a Flash?

Simply complete our 60 second application to get started and you can be pre-approved in seconds!

How to get Started

1. Apply online
2. Check email (provide information if requested)
3. Receive your cash in your account by direct deposit

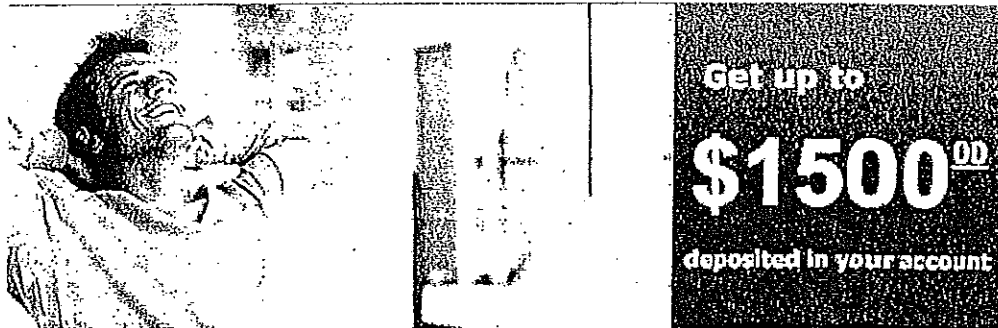
Am I Eligible for a Payday Loan?

In order to qualify for a payday loan or cash advance from CashTransferCenters.com, you must:

- Be at least 18 years of age
- Be a US citizen
- Have a checking account
- Be employed
- Receive your paycheck by direct deposit
- Make at least \$667 per check after all payroll deductions



- Apply Now
- How it Works
- FAQ
- About us
- Live Help Online



Responsible Lending

What is a payday loan?

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Is a payday loan for me?

If used responsibly, a payday loan can be a great tool to provide assistance during a time of financial need. When choosing a payday loan company, there are two important things to keep in mind:

1. It is important to choose a company that practices responsible lending.
2. It is just as important to make sure you use a payday loan responsibly.

How does CashTransferCenters.com practice responsible lending?

- At CashTransferCenters.com your first time loan will never exceed 30% of your net income. This is to ensure that you are not borrowing more money than you can pay back. Once you are an established customer, and have consistently paid back your loan on time your loan limit may be increased*.
- The real expense and debt trap for payday loans is when you rollover or extend your loan multiple times. The purpose of a payday loan is to provide a short term solution to a financial emergency - a payday loan should never be used long term. For example, if you are short on money and are in danger of bouncing a check, a payday loan may be a cheaper alternative for you. If you have to extend the loan or roll it over multiple times, your cost savings will be gone. **This is why CashTransferCenters.com has a strict no rollover policy.**
- CashTransferCenters.com always sends their customers an automated reminder email two days prior to their repayment date. This is to ensure that the loan is repaid in full to avoid NSF charges from the bank. Another reminder email is also sent to each customer on their actual repayment date.
- CashTransferCenters.com is always upfront about their loan fees. When borrowing from CashTransferCenters.com you can always be assured there are no hidden fees or extra charges.

- Fast Approval
- Cash in your account
- 24 hour processing



ONLINE SUPPORT

Live Chat

Testimonials

"A quick note to say thanks. Since I've never really used this kind of service..."

- Steve M.
MORE >>

- Many payday lenders have been accused for "preying" on pensioners, people on disability, or military personnel. CashTransferCenters.com will not enter into a business relationship with any of the following people: retired, on disability, receiving Social Security, paid only by commission, a substitute teacher, on maternity or medical leave, or an independent contractor.
- At CashTransferCenters.com we take the utmost pride in ensuring our customers information is always kept completely confidential.
- CashTransferCenters.com provides customer service representatives available to answer any questions or concerns twenty four hours a day – seven days a week!

What can I do to ensure I use my payday loan responsibly?

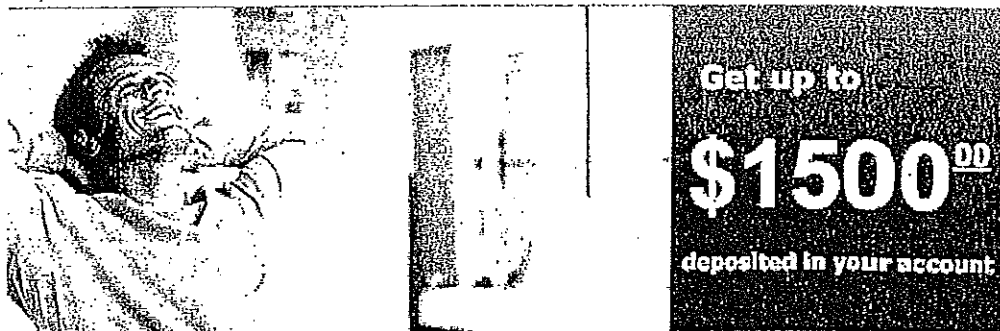
- Never use a payday loan for a long term financial challenge.
- Never borrow more than you will be able to pay back on your scheduled repayment date.
- Never borrow money from a company that doesn't practice responsible lending.
- Always make sure you choose a company with superior customer service, and who puts your best interests first, before making a profit.

*Based on your net income

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Contact

At CashTransferCenters.com, we are dedicated to the highest level of customer service. If at any time you have any sort of inquiry, our friendly and informative Customer Care team will be happy to assist you.

Hours of Operation

You will find live customer care agents available to assist you 7 days a week during the following hours:

- [Fast Approval](#)
- [Cash in your account](#)
- [24 hour processing](#)

Sunday through Thursday : 24 hours
Friday: 12:00 AM until 11:00 PM, CST
Saturday: 7:00 AM until 11:00 PM, CST
24 hour service resumes Sunday at 7:00 AM CST



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Testimonials

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- Steve M.
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Customer service

Live Help Online: [Live Chat](#)
Email: customercare@cashtransfercenters.com
Mailing Address: [Mailing Address](#)
Web: www.cashtransfercenters.com

Telephone Numbers

Toll Free: 1-866-958-3278
FAX: 1-866-809-4069

Complaints

At CashTransferCenters.com, we sincerely care about addressing any concerns you may have in reference to our loan products, policies or services.

We urge you to fill out our complaint form below, if you are unhappy about anything you have encountered with CashTransferCenters.com. We will respond to your concern promptly.

Complaint Form

First Name:

Last Name:

Your Email:

Your Phone:

Subject:

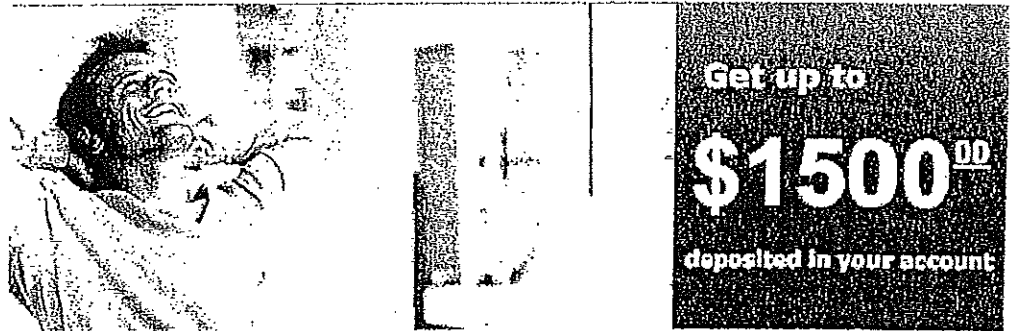
Complaint:



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Mailing Address

- [Fast Approval](#)
- [Cash in your account](#)
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- Steve M.
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Level 8, Plaza Commercial Centre
Bisazza Street
Sliema SLM 1640
Malta



Apply Now

How it Works

FAQ

About us

Live Help Online



Get up to

\$1500⁰⁰

deposited in your account

- Fast Approval
- Cash in your account
- 24 hour processing



ONLINE SUPPORT

Live Chat

Testimonials

"A quick note to say thanks. Since I've never really used this kind of service..."

- Steve M.

[MORE >>](#)

FAQ

What is a payday loan?

A payday loan provides you the opportunity to obtain fast cash in emergency situations. It is not meant to be a long term solution. If you are concerned about your financial wellbeing, please contact a [credit counselor](#)

How much can I borrow?

You can borrow \$300 for your first loan. Depending on your net income and loan history, you will become eligible to receive up to \$1500 on all future loans.

How do I use your website?

Visit CashTransferCenters.com and log in using your SSN and Home Phone Number. Once entered, you are then able to make a loan request, check the status of your loan, and even view your recently sent documents. For detailed information on how to log in, please [click here](#).

When can I get my money?

After receiving any documents (if required), and your application information has been verified, you can receive your money as soon as the next day.

Do I need to Fax any documents?

We can generally obtain all the information required over the phone or online chat. If additional information is required which cannot be verified over the phone, we may request a copy of your paystub or bank statement. This is rare and you will be contacted immediately if anything is required.

What number do I fax documents to?

You can fax documents toll free to 1-866-809-4069

How do I send my documents?

You can send your documents via Fax or Email
To see how to send documents [click here](#)

Do you perform credit checks?

CashTransferCenters.com may need to verify some of your information against several national databases such as CL Verify and Teletrack. This is done more to ensure your identity and security.

How long before I know whether I am approved or not?

You should receive a pre-approval notice almost instantly if you are eligible. Following that, it really depends on how fast you are able to respond to the email sent to you with further instructions.

What if I have bad credit or no credit at all?

We loan to many people with previous credit concerns. Applying is the best way to find out if we can help. Our quick application signup makes it easy to get started and fast approval will answer your questions of eligibility.

How soon can I get more money once my loan is repaid?

You can request a reloan the same day your current loan is due back. As long as the loan was repaid in full, your next loan can be sent to your bank, reaching your account as early as the following day.

Do I need to receive my pay checks by Direct Deposit?

Yes. As this is the fastest and most secure way to get your cash to you we only accept direct deposited customers at this time.

Is my application and personal information secure?

Yes. We take this matter very seriously and safeguard customer information with a variety of safety measures to ensure your personal information is handled properly. For more information, we invite you to read our policy page.

Is my application confidential?

Yes. We respect our customer's privacy and we will treat it accordingly.

Do I need to live in the US to be approved?

Yes. We only accept applications from US residents, currently residing in the US.

Is employment a requirement?

Yes. Applicants need to be actively employed to be eligible for a loan. This does not include self-employment.

How often can I use your service?

There is no limit to how often, but you are required to pay off your previous loan before applying for a new one.

How do I repay my loan?

When you apply, you also preauthorize an electronic withdrawal on your next payday. This not only makes it more convenient, we also save you an electronic transfer fee that your bank would have charged you.

What are the requirements?**You must:**

- Be at least 18 years of age and a US citizen
- Receive your paycheck into a checking account
- Be employed and receive a paycheck by direct deposit weekly, bi-weekly, or monthly
- Receive at least \$667 per paycheck

What are your hours of operation?

For more information, [click here](#).

Have you been here before?**What is a instant reloan?**

An instant reloan is a loan that you can request the same day your first loan has been paid in full, including all loan fees. Once your application is processed your loan can be sent to your bank the same day. Your money will reach your account as early as the next business day.

How do I use your website?

Visit www.cashtransfercenters.com and log in using your SSN and Home Phone Number. Once entered, you are then able to make a loan request, check the status of your loan, and even view your recently sent documents. For detailed information on how to log in, please [click here](#).

How do I make a reloan request?

For easy to follow instructions on how to make a reloan request on line, please [click here](#).

How can I increase my loan limit?

If you have recently received a pay increase from your employer, you might be eligible for a higher loan limit. We've recently changed our policy to give you

the opportunity to loan up to \$1,500. Simply send us your most recent pay stub, and an account specialist will review the pay stub to determine your new loan limit.

Have you received my documents?

It may take up to 2 hours for your documents to be received. You should be able to view your documents online. For detailed information on how to view your documents online, please [click here](#).

Is my loan approved?

To confirm that your loan has been approved, please log in to our system and click the 'Loan Status' button.

Do I need to sign another Loan Agreement?

If you make your request online, you can digitally sign the Loan agreement, which eliminates the hassle of faxing. For detailed information on how to digitally sign the Loan Agreement online, please [click here](#).

Why can't I log in to your website?

Please ensure that you are entering the correct information. If you are still having problems entering, try using your work phone number as an alternative to replace your home phone number.

- If you are using a dial up service, please be patient. It may take up to 2 minutes for the page to load.
- Since this is a secure site, your browser is required to have a 128-bit encryption. Most browsers within the last three years should have this.

I am able to log in but can't reloan What should I do?

- Please ensure that your previous loan has been paid, or that you have not loaned your maximum loan limit.
- If the above scenarios do not apply to you, please call 1-866-958-FAST and one of our friendly customer service staff will be happy to assist you in getting the funds you need.

I need to update my bank information. What should I do?

Please call us immediately at 1-866-958-FAST.

I need to update my employment information (I recently have a new employer)

Please call us immediately at 1-866-958-FAST.

I need to update my personal information?

- One of our latest enhancements now allows you to update your personal information online. If you recently changed your home address, phone number, or email address you can log in to www.cashtransfercenters.com to make the necessary updates.
- On the left side of your window you will see 'Profile.' Click on profile, which will take you to your personal information.
- Note: You are only able to add information on this page.
- After updating additional information, please select the primary home address, phone number, and email address you currently use.
- If you are having difficulties adding new information, please contact one of our agents and they will be happy to assist you.

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Appendix C

Please scroll to the bottom of the page to electronically sign (type your name) this Loan Agreement

Northway Financial Corporation Ltd
LOAN AGREEMENT

Customer Name:

Date:

11-27-2009
(Month/Day/Year)

Customer Address:

Customer Bank:

Customer Bank Account #:

Customer Bank Routing #:

SSN: _____

In this Loan Agreement (this "Agreement"), the words "you" and "your" mean the customer who has signed this Agreement and who is identified above. The words "us", "our", "we" and Creditor mean the lender in this transaction, Northway Financial Corporation Limited, conducting business in and incorporated under the laws of the Republic of Malta and duly licensed by the Malta Financial Services Authority. The word "Broker" means the broker in this transaction, Northway Broker Limited doing business as Zip19. Carrying on business in and incorporated under the laws of the Republic of Malta duly licensed by the Malta Financial Services Authority.

Promise to Pay: You promise to pay the "Total of Payments" shown in the box below on the due date shown in the "Payment Schedule" in the Disclosure box below, including the:
Broker Fee of: \$ 94.15 due to the Broker in consideration for the services which the Broker provides to you.
Amount Financed of: \$ 500.00 repayable to us, and
Loan Charge of: \$ 5.75 due to us.

Other Terms: You authorize us or our financial institution to debit your Account through an Automated Clearing House ("ACH") debit at any time on or after the Loan due date for the Total of Payments. If there are insufficient funds in your Account on the day we debit your Account, a \$ 29.00 fee for insufficient funds will be charged by us and debited from your Account by the Broker. If we must send your Loan to a collection agency, you agree to pay any collection fees and reasonable attorney fees and other costs to collect the Loan.

You acknowledge that the Total Amount payable under this loan agreement has been pledged to third parties.

Because this Agreement is not made until we have accepted it at our office in the Republic of Malta, the laws of the Republic of Malta shall apply to this Agreement.

We provide you the following disclosures solely for the purpose of helping you to understand your transaction with us.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
521.26%	\$ 99.90	\$ 500.00	\$ 599.90

Payment Schedule: One payment in the amount of \$ 599.90 due on 12-11-2009 (Month/Day/Year)
Security Interest: You are giving us a security interest in your ACH debit in the amount of Total of Payments, plus applicable NSF, collection and reasonable attorney fees.
Prepayment: Even if you pay the Loan prior to its due date, you must pay the full finance charge. There will be no refund on any part of the finance charge.
Cancellation: You have the right to cancel this Agreement by sending us a Cancellation Notice signed by you (located on the Loan Status page of this website) by facsimile to 1-866-202-6498, up to one day from Loan approval.
 See your Loan Agreement for any additional information about nonpayment, default and prepayment refunds.

Itemization of Amount Financed of \$ 500.00: Amount Paid Directly to you \$ 500.00:

The disclosures above are part of the terms and conditions of your agreement with Broker and us. The Annual Percentage Rate figure above is a measurement of the cost of your Loan, including the Broker Fee and Loan Charge, expressed as a yearly rate, assuming daily compounding of interest.

Days Loaned	Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
14	521.26%	\$99.90	\$500.00	\$ 599.90
13	561.36%	\$99.90	\$500.00	\$ 599.90
12	608.14%	\$99.90	\$500.00	\$ 599.90
11	663.43%	\$99.90	\$500.00	\$ 599.90
10	729.77%	\$99.90	\$500.00	\$ 599.90
9	810.86%	\$99.90	\$500.00	\$ 599.90
8	912.21%	\$99.90	\$500.00	\$ 599.90
7	1042.53%	\$99.90	\$500.00	\$ 599.90
6	1216.28%	\$99.90	\$500.00	\$ 599.90
5	1459.54%	\$99.90	\$500.00	\$ 599.90
4	1824.42%	\$99.90	\$500.00	\$ 599.90
3	2432.57%	\$99.90	\$500.00	\$ 599.90

TRUTH OF APPLICATION: You certify that the information contained in the Northway Broker Limited Application form (the "Application") that you provided to Broker is true and correct. You understand that we are relying upon the Application and this Agreement. You authorize Broker to verify any information through any source including use of a credit report. Broker has assured us that the amount financed and our fee will be paid.

DEFAULT: You will be in default under this Agreement if:

- (a) you stop payment on our debit to your Account; or
- (b) the debit is not processed by your bank for any reason, or
- (c) you provide false or misleading information about yourself, your employment or your financial condition (including the account you authorize us to debit) in the Application or elsewhere prior to entering into this Agreement; or
- (d) any of the following happens to you: death, failure to pay your other debts as they come due, appointment of a committee, receiver or other custodian of any of your property, or the commencement of Bankruptcy proceedings by or against you as a debtor.

POSSIBLE MULTIPLE DEBITS TO YOUR ACCOUNT: If funds are not available when we debit your Account on the date agreed upon you authorize us and/or our representatives to perform multiple electronic debits to your Account, up to the Total Loan Amount Plus the \$ 29.00 insufficient funds fee for each such rejected debit. By signing this Agreement, you acknowledge that you understand this procedure and agree to electronic collection of your debt in the manner prescribed above.

AGREEMENT TO ARBITRATE DISPUTES: You and we agree that any and all disputes, claims, controversies and differences between you and Broker, or you and us, including without limitation contract and tort disputes, shall be referred by any party to arbitration by the International Center for Dispute Resolution ("ICDR"), The Hague, in accordance with its International Arbitration Rules. In order to obtain a speedy, binding, and cost effective resolution to any dispute(s), you, Broker, and we waive our rights to litigate through a Court and/or to have a Judge (or Judge and Jury) decide any dispute(s) between you and Broker, or you and us. There shall be one (1) Independent Arbitrator agreed to by the parties. In the event that the parties cannot agree upon an Independent Arbitrator, within 45 days from initial referral of the dispute(s) to the ICDR, the ICDR shall appoint an Arbitrator as provided under its International Arbitration Rules. The place of arbitration shall be at a convenient location within the nearest major metropolitan area to your place of residence, to be determined by the arbitrator. The language of the arbitration shall be English, and the applicable substantive law of the arbitration shall be that of the Republic of Malta. All decisions of the arbitrator shall be legal, binding, and final. Upon your request, we will advance your portion of the filing, administrative, hearing and arbitrator's fee. Throughout the arbitration, each party shall bear his or her own attorneys fees and expenses, such as witness and expert witness fees. The Arbitrator may award you or us any damages available under the law of the Republic of Malta. The Arbitrator shall not require the loser at arbitration to pay the winner's attorney fees.

AGREEMENT NOT TO BRING OR PARTICIPATE IN CLASS ACTION: You agree that you will not bring, join or participate in any class action as to any disputes, claim or controversy between you and us, or you and Broker. You also agree to the entry of Injunctive relief to stop such a class action or to remove you as a participant in such an action. This Agreement does not constitute a waiver of any of your rights to pursue an individual claim through binding arbitration as provided above.

GOVERNING LAW AND JURISDICTION: The Republic of Malta is the place of the making of this Agreement. This Agreement will be made in Malta by you signing and sending this form to us and our acceptance and signing of this form and this Agreement shall be governed by and construed and interpreted in accordance with Maltese law except that the International Arbitration Rules of the ICDR shall apply to the Agreement to Arbitrate Disputes. The Malta courts shall have exclusive jurisdiction to hear challenges to the Agreement to Arbitrate Disputes contained herein, and to all disputes or claims arising under this Agreement that such Court, or the Arbitrator, deem to be incapable of arbitration.

SSN:

Documentation: I agree that electronic mail, electronic forms, records, photocopies, and/or facsimile copies of the documents I submit are valid and enforceable as the original. I agree that by typing my name as my electronic signature, it is acknowledged and understood that it constitutes an acceptance of all terms and conditions of the agreement and is valid and enforceable. By submitting the online information application by Internet, I am applying for a cash advance and certify that information provided by me is true and correct under penalty of perjury. In order to process this application, I understand verification of the information I have provided is necessary, including, but not limited to, proof of residence, employment and bank account verification. I accept personal responsibility for safeguarding any PIN or CUSTOMER NUMBER or PASSWORD that might be assigned to me. (Be sure you fully understand these procedures before signing and submitting forms as acceptance. If you are unsure, please take time to review or contact a customer service representative to answer any questions you may have.)

By signing below, you acknowledge that you have read, understand, and agree to all of the terms and conditions of this Agreement, including the Agreement to Arbitrate Disputes and the Agreement Not to Bring or Participate in Class Action. You further acknowledge that this Agreement contains all of the terms of the Agreement and that no representations or promises other than those contained in this Agreement have been made. You also further Acknowledge that this Agreement was filled in before you signed it, and that you have received a completed copy of it.

Northway Financial Corporation Ltd.

By:



Northway Broker Ltd.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING

FILED

2010 AUG 20 PM 2: 49

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

PA DEPT OF BANKING

v.

Docket No.: 10 0184 (ENF-C&D)

NORTHWAY FINANCIAL CORPORATION
LIMITED and NORTHWAY BROKER
LIMITED and NDG FINANCIAL and
E-CARE CONTACT CENTERS
d/b/a WWW.ZIP19.COM and
WWW.MYCASHTRANSFERCENTERS.COM
and KIMBERLY DETHOMAS, individually,
and jointly and severally,
RESPONDENT

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 REGISTERED MAIL, RETURN RECIEPT REQUESTED
AND FIRST CLASS MAIL:

Northway Financial Corporation Limited and
Northway Broker Limited and E-Care Contact Centers d/b/a
www.zip19.com and www.cashtransfercenters.com
c/o Kimberly DeThomas, President
Level 8 Suite 3 Plaza Commercial Centre
Bisazza Street
Sliema SLM 1640
Malta (European Union)

Northway Financial Corporation Limited and
Northway Broker Limited and E-Care Contact Centers d/b/a
www.zip19.com and www.cashtransfercenters.com
c/o Kimberly DeThomas, President
Level 8 Suite 3 Plaza Commercial Centre
Bisazza Street
Sliema SLM 15
Malta (European Union)

Northway Financial Corporation Limited and
Northway Broker Limited and E-Care Contact Centers d/b/a
www.zip19.com and www.cashtransfercenters.com
c/o Kimberly DeThomas, President
300-433 Main Street
Winnipeg, Manitoba R3B 1B3
Canada

Northway Financial Corporation Limited and
Northway Broker Limited and E-Care Contact Centers d/b/a
www.zip19.com and www.cashtransfercenters.com
c/o Kimberly DeThomas, President
400-15225 104th Avenue
Surrey, British Columbia V3R 6Y8
Canada

Dated: 8/20/2010

Begona 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