



PAYMENT ELECTIONS AND AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

Customer/Drawer Initials: _____ To satisfy your payment obligations under this Deferred Presentment Agreement you authorize Amscot to effect payment of the Net Amount by any of the following methods in the event you do not redeem your check for cash on or before the end of the Deferral Period: (1) by initiating a one-time electronic funds transfer/ACH debit after the end of the Deferral Period from the account indicated on the face of your check; (2) by processing the payment as a check transaction and depositing your check; and/or (3) upon your election, by charging your MasterCard or Visa debit card ("Card"). You agree and understand that this authorization to Amscot will remain in effect unless you provide notice of its termination to Amscot and your financial institution at such a time and in such a manner to allow Amscot and your financial institution a reasonable opportunity to act upon your stop payment order prior to acting on the debit entry. In the event of an oral notification, your bank may require you to provide written confirmation of your order within fourteen (14) days. You understand that your financial institution may impose additional fees in connection with returned or rejected electronic funds transfers and you agree that Amscot has no liability regarding any such fee(s). In the event that you do not have a personal check in your possession at the time of your entry into this Deferred Presentment Agreement, you authorize and direct Amscot to generate a check on your behalf containing the name of your financial institution, checking account number, and routing number, which check you shall sign and give to Amscot to hold.

ACKNOWLEDGEMENTS, AGREEMENTS AND REPRESENTATIONS

Applicable Law. You agree that except for the Arbitration Agreement which will be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*, this Deferred Presentment Agreement and any deferred presentment transaction between you and Amscot will be governed by Florida law, without giving effect to any choice or conflict of law provision or rule (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Default. You acknowledge and agree that you will be in default under this Deferred Presentment Agreement if any check deposited to or debit entry made on your Account is returned unpaid due to a lack of funds in your account, a closed account, or a stop-payment order. In the event of such default, Amscot may seek collection pursuant to Section 68.065, Florida Statutes, and may impose the maximum service charge allowed by Section 68.065 and upon entry of an order of a court of competent jurisdiction all other authorized costs of collection, except that Amscot will not be entitled to collect treble damages. You authorize Amscot in the event of such default to initiate a debit entry to your account in the amount of the returned item plus the maximum Service Charge allowed by Section 68.065 and all court-authorized costs of collection.

Set-off. You authorize Amscot to set-off and satisfy any debts you owe to Amscot at any time and without notice out of any of your funds in Amscot's possession. If your check is returned unpaid and funds become available in your account, you authorize Amscot to make presentment to your bank and exchange your check for a bank check. You further authorize Amscot to endorse the bank check on your behalf and receive funds without claim to forgery. If your check is returned unpaid and your bank refuses to accept presentment by Amscot, you agree that Amscot shall be subrogated to your rights under Chapter 674, Florida Statutes, including without limitation your rights against the bank for wrongful dishonor.

Verification; Ways to Contact You. You authorize Amscot to verify all information you have provided with this Deferred Presentment Agreement. Moreover, you acknowledge that you have signed this agreement on the date below and represent and warrant that all information contained herein is true and correct to the best of your knowledge. If any information contained becomes inaccurate or changes, you agree to advise Amscot immediately of such change in writing. You authorize Amscot to contact you about the provision of its financial services and this deferred presentment transaction by any of the following means including text messaging, e-mail, and calls to your home, work and/or cell phones.

Copies Received. You acknowledge that you have received complete copies of the Deferred Presentment Agreement including, without limitation the Arbitration Agreement and have had the opportunity to consult with your attorney/legal adviser about the meaning of these agreements and your duties and obligations under them.

Payment Obligation. You understand and acknowledge that your payment obligations under this Deferred Presentment Agreement are set forth in the Payment Elections and Authorization for Electronic Funds Transfer set forth above. Amscot is prohibited by law from extending the term of the deferral period in exchange for the payment of additional fees by you.

COVERED BORROWER IDENTIFICATION STATEMENT

Federal law provides important protections to active duty military members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require that you to sign one of the following statements as applicable:

Customer/Drawer Signature: _____ I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.

OR

Customer/Drawer Signature: _____ I AM a dependent of a member of the Armed Forces on active duty because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

OR

Customer/Drawer Signature: _____ I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer and I am not a dependent of such a member.

WARNING: IT IS IMPORTANT TO FILL OUT THIS FORM ACCURATELY. KNOWINGLY MAKING A FALSE STATEMENT ON A CREDIT APPLICATION IS A CRIME

CUSTOMER/DRAWER

AMSCOT CORPORATION

Signature: _____

By: _____

Date: _____

Title: _____ Date: _____