

AGREEMENTS FOR RESOLVING DISPUTES

This Agreement will control yours and our rights regarding disputes except where a later "Agreement for Resolving Disputes" is agreed by you and us.

MEDIATION AGREEMENT

You and We Agree to Mediate Claims. You and we agree that before either of us starts a lawsuit, arbitration proceeding or any other legal proceeding, we will submit any and all "Claims" that we have against you, and you will submit any and all Claims that you have against us, to neutral, individual (and not class) mediation.

What is Mediation? Mediation is an informal procedure used to resolve disputes. In mediation, a professionally trained, impartial mediator meets with the parties to a dispute. A mediator does not decide who is right or wrong. Instead, a mediator assists the parties in finding a solution that works best for them. If the parties agree, they may settle their differences and avoid further proceedings.

Meaning of "Claims." "Claims" means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and /or applicability of this Mediation Agreement or the Arbitration Agreement appearing below, (ii) your application for a Loan or Service, (iii) the Agreement, (iv) any prior agreement between you and us, including any prior Loans or Services we have made to you or (v) our collection of any money owed to us as a result of any Loan or Service that we made to you. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity, and all counterclaims, cross-class and third party claims.

Rules of Mediation: You and we agree to mediate in good faith to resolve any Claims on an individual (and not class) basis. The mediation will be governed by the Better Business Bureau Rules of Mediation in effect at the time the Claim is filed. You can obtain a copy of the Rules of Mediation and forms at any Better Business Bureau Office or online at www.bbb.org. The mediation will take place at a location near your residence. The mediator will not conduct class mediation, and will not allow you to act as a representative, private attorney general or in any other representative capacity.

Costs of Mediation: We will pay all mediation fees, including filing fees and the mediator's fees.

Other Mediation Terms: This Mediation Agreement is an independent agreement, will survive the closing and repayment of the Loan or Service for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Mediation Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of this Mediation Agreement will be enforced to the fullest extent allowed by law.

Arbitration Agreement

You and We Agree to Arbitrate: If you and we are not able to resolve a Claim in mediation, then you and we agree that such Claim will be resolved by neutral, binding individual (and not class) arbitration. You and we may not initiate arbitration proceedings without first complying with the Mediation Agreement.

What is Arbitration? Arbitration is a procedure used to resolve disputes. It is different than mediation. In arbitration, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties. By agreeing to arbitration, YOU GIVE UP YOUR RIGHT TO GO TO COURT.

Meaning of "Claims": The word "Claims" has the same meaning as in the Mediation Agreement.

Rules of Arbitration: Except as provided in this Arbitration Agreement, the arbitration will be governed by the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. Rules and forms of the NAF may be obtained and all claims must 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 55405-0191. Alternatively, you may elect to have the arbitration heard by and under the consumer rules of the American Arbitration Association or the Better Business Bureau. Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitrator will not conduct class arbitration, and will not allow you to act as a representative, private attorney general or in any other representative capacity. The arbitration award will be in writing. The arbitrator may award

the prevailing party its attorneys' fees and arbitration expenses. Judgment upon the award may be entered by any party in any court having jurisdiction. All statutes of limitations that are applicable to a Claim will apply to any arbitration between and you and us.

Costs of Arbitration: We will pay our share of any arbitration fees. If you are unable to pay your share of the costs of arbitration, your arbitration fees may be waived by the NAF. If the NAF denies your properly submitted request to waive the arbitration fees, then we will, at your request, advance your share of the arbitration fees. If the arbitrator renders a decision in your favor, then you will not have to reimburse us for your share of the arbitration fees. If the arbitrator renders a decision in our favor, then you agree to reimburse us for the arbitration fees we have advanced on your behalf. However, you will not have to reimburse us for any more than the amount that could have been assessed as court costs if the Claim had been resolved by a state court with proper jurisdiction.

Governing Law: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended ("FAA"). If for any reason a court of competent jurisdiction finds that the FAA does not apply, then this Arbitration Agreement will be governed by applicable state law.

Other Arbitration Terms: This Arbitration Agreement is an independent agreement, will survive the closing and repayment of the Loan or Service for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Arbitration Agreement is unenforceable, such provision or provisions of the Arbitration Agreement will be enforced to the fullest extent allowed by law.

EXCEPTION TO MEDIATION AND ARBITRATION

Limited and Small Claims: You and we each have the right to bring a Claim in a small claims or limited actions/jurisdiction court, as long as the Claim is within the jurisdiction limits of that court. Neither you nor we will need to submit Claims to mediation or arbitration before doing so. However, neither you nor we may bring any Claims as a representative, private attorney general, member of a class or in any other representative capacity. All Claims that cannot be brought in small claims court or limited actions/jurisdiction court (and all appeals from a judgment by a small claims court or limited actions/jurisdictions court) must be resolved consistent with the Mediation Agreement and the Arbitration Agreement appearing above.

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We respect the privacy of our customers and are committed to treating customer information responsibly. This Privacy Notice is for The Finance Place, and all their parent and affiliate companies doing business as The Finance Place. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect your information.

A. NON-DISCLOSURE POLICY AND SECURITY

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

B. CATEGORIES OF INFORMATION WE COLLECT

We collect nonpublic personal information from the following sources: Information we receive from you on applications or other forms, such as social security number, banking and credit history and income; Information about your transactions within The Finance Place group of companies, or others; Information we receive from consumer credit reporting agency; and, Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE

We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law.

D. CATEGORIES OR AFFILIATES AND THIRD PARTIES TO WHOM WE DISCLOSE

Affiliates: The Finance Place group of companies; Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15.

The
Finance Place
.COM

800.434.4840

Auto Financing
Auto Title Loans
Customer Application

