



APPLICATION SUPPLEMENT

Payday 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 may be more appropriate. You may want to discuss your financial situation with a non-profit financial counseling service in your community.

RENEWAL POLICY: YOU ARE NOT PERMITTED TO RENEW THIS LOAN.

You should consider your financial needs in determining the loan product that best serves you. Thoroughly review your payday loan note agreement for details. If pursuant to your payday loan note agreement you authorize us to affect a preauthorized debit to pay all or part of what you owe and if there are insufficient funds in your bank account on the date we attempt to affect such a debit, you would incur a Return Item Fee of \$40.00. Your bank may also impose fees for returning debit entries unpaid. We encourage you to ask questions with regard to the cost of credit.

AGREEMENT TO ARBITRATE DISPUTES: By signing below and to induce CASHMAX to process your application for a payday loan, you and we agree that, at the election of either of us, 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 or assigns of the other) and any claim arising from or relating to your Payday Loan Application, the loan documents that govern your obligations for any loan that you obtain or have previously obtained or later obtain, this Agreement To Arbitrate Disputes, collection of any loan or loans, any claim, disputes or controversies alleging fraud or misrepresentation, whether under the common law or pursuant to federal, provincial or local statute, regulation, or ordinance, including disputes as to the matters subject to arbitration, or otherwise, shall be arbitrated and finally resolved with no right of appeal, even on questions of law, by a single arbitrator pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The Place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. Each party will bear its own lawyers, experts and witness fees, which shall not be considered costs of arbitration. This paragraph shall apply to the greatest extent permitted by applicable law. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph or any other part of this Application.

INTENTION NOT TO BRING OR PARTICIPATE IN CLASS OR CONSOLIDATED ACTIONS OR ARBITRATIONS: It is your and our intention in connection with this loan not to bring or participate in any class or consolidated action or arbitration as to any claim, dispute or controversy either of us may have against the other (or the employees, officers, directors, agents or assigns of the other). This paragraph shall apply to the greatest extent permitted by applicable law. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph or any other part of this Application.

NOTE: Do Not Sign below in the Right to Cancel box or return this page unless you want to CANCEL the Loan.

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 SECOND BUSINESS DAY AFTER YOU DELIVER THE SIGNED NOTE AND DISCLOSURE TO US. To cancel, you must return to the same store where you obtained the loan proceeds and return the loan proceeds in cash or a money order in that amount made payable to: CASHMAX. We will then cancel the loan and you will not be obligated to pay cost of Borrowing. You must also complete the information in this box, sign and return this page to the store.

I WISH TO CANCEL. I have returned the loan proceeds cheque, cash or money order to the store where I applied.

Printed Name: _____ Signature: _____ Date: _____

CASHMAX PAYDAY LOAN APPLICATION

YOU MAY BE APPROVED FOR AN ADVANCE IF YOU MEET THESE SIMPLE REQUIREMENTS

- You must have a steady job. We must be able to verify your employment.
- You must be able to show a verifiable source of recurring income from your job.
- You must have a chequing account with your name printed on the cheques.
- You must be able to be contacted until 9:00 p.m.
- You must have three (3) References that have known you for at least 2 years and lived in your community for at least 3 years
- You must be at least 18 years old.
- You must not have an outstanding payday loan with CASHMAX.
- Minimum income requirements apply. See Associate for details.

COMPLETE ALL THE FOLLOWING INFORMATION

PLEASE PRINT ALL INFORMATION NEATLY AND LEGIBLY IN INK

Name:		Birth Date:	
What is the best number to call?		Home Phone: ()	Cell Phone: ()
Residence Address:		What is the best time to call?: AM / PM (Circle one)	
City:	Province:	Postal Code:	Years at Residence:
E-mail address:			
Can we contact you regarding our services, your account, and any extension of credit including communications to collect a debt by e-mail: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please provide two of the following:			
1. Social Insurance Number: _____			
2. Driver's License Province: _____		Driver's License Number: _____	
3. Passport Country: _____		Passport Number: _____	
Security Question – Choose One to Answer			
Mother's Maiden Name:		City of Birth:	Street Name:
3 Personal REFERENCES – May be a relative, Friend, Co-worker Not Living With You!			
	Name	Relationship & How long known	Phone Number
	Residence Address/ How long at Residence		
1.	/	/	/
2.	/	/	/
3.	/	/	/
Do you have a chequing account? <input type="checkbox"/> Yes <input type="checkbox"/> No		Bank Name:	
Employer:		Hire Date:	
Address:		Work Phone: ()	Ext:
City:	Prov:	Postal Code:	
What is your supervisor's name?		Superv. Phone: ()	
What is your position?		Shift/Hours:	
Who can we call to verify employment?			
Name -		Position/Dept -	
		Phone Number -	
How much is your salary each pay period? * \$			
What are your next two pay dates? Next Pay Date:		Second Pay Date:	
Is your paycheck deposited directly into your chequing account? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you recently filed or are you planning to file for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			

*Or other source of income received periodically. Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a source of repaying this obligation.

How long have you lived at your residence address?		Year(s)	Mnth(s)	Rent ()	Own ()	(Check one)
Is this your first loan with us? <input type="checkbox"/> Yes <input type="checkbox"/> No						
If yes, how did you find out about us:						
<input type="checkbox"/> TV	<input type="checkbox"/> Radio	<input type="checkbox"/> Billboard	<input type="checkbox"/> Yellow Pages	<input type="checkbox"/> Mail	<input type="checkbox"/> Internet	<input type="checkbox"/> Community Event
<input type="checkbox"/> Flyer	<input type="checkbox"/> Newspaper Ad	<input type="checkbox"/> Passing By	<input type="checkbox"/> Referral	<input type="checkbox"/> Other		

You will notify CASHMAX in writing of any material unfavorable change in this information. We will use your Social Insurance Number or other personal identifiers for establishing your identity. Please review our Privacy Statement for more information. You must complete an application at least once every six months.

By signing this Payday Loan Application you certify that all of the information provided above is true, complete and correct and provided to us, and/or our assigns for the purpose of inducing us and any assignee to provide the loan for which you are applying. By signing below (i) you acknowledge receipt of CASHMAX's Privacy Statement and you acknowledge you have read the Privacy Statement and understand how we collect, use, disclose and protect your personal information and consent to our collection, use and disclosure of your personal information for the purposes identified or described in the Privacy Statement; (ii) you acknowledge receiving and reading the Application Supplement of this Payday Loan Application; (iii) you agree that, should this Application be approved by us or any assignee and you accept the proceeds of any loan, you agree to all of the terms of the Agreement at the time the loan proceeds are disbursed to you; (iv) you authorize us to contact you at home, at work, and on your cell phone any time up to 9:00 p.m. regarding any loan that you obtain, unless you advise us otherwise; (v) you consent to us utilizing the information you supplied in this Application in the event you request another loan from us, including utilizing the information to obtain payment in respect of another payday loan; (vi) you authorize us to verify your employment and income by contacting your employer; and (vii) you authorize us to verify the information you provided on your references by contacting them directly via telephone or mail. **By signing below you authorize us to share information in your Application with any assignee or third party with regard to the processing, funding, servicing, repayment, and collection of any loan.**

This Application will be deemed incomplete and will not be processed by us unless signed by you below.

CASHMAX

Date: _____



Joseph L. Rotunda, President
Specimen Signature

BORROWER'S SIGNATURE

CASHMAX Payday Loans Privacy Statement

CASHMAX Payday Loans and its affiliates ("CASHMAX", "we", "us" or "our") takes steps intended to meet privacy principles and requirements with respect to personal information under applicable Canadian privacy legislation. The purpose of this statement is to inform our customers and other individuals we deal with ("you" or "your") how we collect, use, disclose and protect your personal information. Personal information is information about an identifiable individual, as more particularly described under applicable privacy legislation. This statement applies to our collection, use and disclosure of personal information in Canada. This statement does not apply to information about our employees or to information that is not personal information.

Personal Information We Collect

CASHMAX and its agents and representatives collect personal information in the course of its business of lending and providing financial or credit services including: making consumer loans; and purchasing precious metals and stones. Personal information we collect includes:

- name, address, telephone number, email address and other contact information;
- information provided on payday loan applications and other forms including social insurance number (if provided), driver's license, length at residence, spouse or partner's contact information, references (including contact information, residence address and length at that residence, how long known and ability to verify employment information) employment information such as supervisor's name and contact information, salary, pay dates, and other contact, financial and biographical information;
- bank statements, phone bills, valid driver's license or government photo ID, cheque or pay stubs and voided cheques;
- phone number(s) and other contact verification and location information collected from third party service providers as part of the loan underwriting process;
- personal information we collect from your transactions with us or our affiliates;
- information you provide when participating in a survey, contest or promotion;
- contact information and financial information from vendors and suppliers;
- information provided by law enforcement agencies in the course of the law enforcement agencies investigations;
- information from organizations or individuals that verify contact information you provide to us;
- information from organizations or individuals that determine your contact information if the information you provided to us is no longer current or valid; and
- such other information we may collect with your consent or as permitted or required by law.

Use of Personal Information

CASHMAX uses personal information in the course of its business including for the following purposes:

- establishing your identity;
- verifying creditworthiness and determining eligibility for and loan amounts;
- servicing loans;
- providing ongoing services and responding to questions from customers and potential customers;
- contacting customers concerning the administration of their account, confirming contact information and collecting debts;
- understanding your needs in order to offer you products and services to meet your needs;
- if you consent, sending you marketing materials about our products and services that may be of interest to you;
- developing promotions and polices based on surveys and administer contests, sweepstakes and promotions;
- managing, administering, collecting or otherwise enforcing accounts;
- verifying and determining employment, references, and contact information including phone number(s) and address(es) for underwriting, debt collection and fraud avoidance;
- protecting against fraud and financial loss;
- maintaining business records for reasonable periods, and generally managing and administering our business including defending and bringing legal actions;
- meeting legal, regulatory, insurance, security and processing requirements; and
- otherwise with consent or as permitted or required by law

Disclosure of Your Personal Information

CASHMAX discloses personal information in the course of its business including in the following circumstances:

- to collect debts itself or to collect debts through collection agencies including affiliates acting in that capacity;
- to organizations and individuals who assist in locating customers in default for debt collection purposes;
- to our affiliates (including outside of Canada) for internal audit, management, billing or administrative purposes including defending and bringing legal actions; and
- as permitted or required by law.

Service Providers: We may transfer personal information to outside agents or service providers (including our affiliates acting in this capacity) ("service providers") that perform services on our behalf, (for example providing call centre services, mailing, billing, marketing, verifying contact information, finding contact information when the contact information we have is no longer current or valid, verifying employment and income, verifying references, and information you provided about references, collecting debts, information technology and/or data hosting or processing services, or shredding or similar data destruction services) or otherwise collect, use, disclose, store or process personal information on our behalf for the purposes described in this Privacy Statement. Some of these service providers may be located outside of Canada, including in the United States and your personal information may be collected, used, disclosed, stored and processed in the United States or elsewhere outside of Canada for the purposes described in this Privacy Statement. We take reasonable contractual or other measures to protect your personal information while processed or handled by these service providers. While your personal information is located outside Canada it will be subject to legal requirements in those foreign countries applicable to our service providers, for example, lawful requirements to disclose personal information to government authorities in those countries.

Business Transactions: Personal information may be used by CASHMAX and disclosed to parties connected with the negotiation, assessment or completion of any proposed or actual financing, factoring, hypothecation, securitization, insuring, sale, assignment or other transaction involving all or any part of CASHMAX or our business or assets, for the purposes of evaluating and/or performing the proposed transaction. These purposes may include, as examples:

- permitting those parties to determine whether to proceed or continue with the transaction
- fulfilling reporting, inspection or audit requirements or obligations to those parties

Assignees or successors of CASHMAX or our business or assets (including any loans) may use and disclose your personal information for similar purposes as those described in this Privacy Statement and may be required by applicable laws to retain your personal information for a certain period of time.

Legal, Regulatory, etc.: CASHMAX may disclose your personal information as necessary to meet legal, regulatory, industry self-regulatory, insurance, audit, and security requirements, and otherwise with your consent or as permitted or required by law (including as required by applicable Canadian and foreign laws applicable to CASHMAX or our agents and service providers, and including lawful requirements to disclose personal information to government authorities in those countries).

Our Website/The Internet

Passive Information Collection: As you navigate through CASHMAX' web site, certain anonymous information (such as the URL of the Web site you just came from, the Internet Protocol (IP) address, time of visit, date of visit, the pages visited within the site, and the browser version your computer is currently using) can be passively collected (that is, gathered without you actively providing the information).

Your Consent

Consent to the collection, use and disclosure of personal information may be given in various ways. Consent can be express (for example, orally, electronically or on a loan application form you may sign describing the intended uses and disclosures of personal information) or implied (for example, when you provide information necessary for a service you have requested). You may provide your consent in some circumstances where notice has been provided to you about our intentions with respect to your personal information and you have not withdrawn your consent for an identified purpose, such as by using an "opt out" option provided, if any. Consent may be given by your authorized representative (such as a legal guardian or a person having a power of attorney). **Generally, by providing us with personal information, we will assume that you consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Statement, if applicable, or otherwise at the time of collection.**

You may withdraw your consent to our collection, use and disclosure of personal information at any time, subject to contractual and legal restrictions and reasonable notice. Note that if you withdraw your consent to certain uses of your personal information, we may no longer be able to provide you our products or services. Note also that where we have provided or are providing loan services to you, your consent will be valid for so long as necessary to fulfill the purposes described in this Privacy Statement or otherwise at the time of collection, and you may not be permitted to withdraw consent to certain necessary uses and disclosures (for example, but not limited to, servicing and collecting the loan, maintaining reasonable business and transaction records, disclosures to Canadian and foreign government entities as required to comply with laws, and reporting on credit information after credit has been granted).

CASHMAX collects, uses and discloses your personal information with your consent, except as permitted or required by law. We may be required or permitted under statute or regulation to collect, use or disclose personal information without your consent, for example to comply with a court order, to comply with local or federal regulations or a legally permitted inquiry by a government agency, or to collect a debt owed to us.

Security

We take reasonable steps to protect your personal information using physical, electronic or procedural security measures appropriate to the sensitivity of the information in our custody or control, which may include safeguards to protect against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. Please do not send us any confidential personal information via email as emails are generally not encrypted and unencrypted emails are not secure. Authorized employees, agents and mandataries of CASHMAX who require access to your personal information in order to fulfill their job requirements will have access to your personal information.

Links

We are not responsible for the collection, use, disclosure or security of information by companies or organizations other than CASHMAX. You are encouraged to read the privacy policies of websites reached through the use of links from CASHMAX.

Access, Correction and Contacting Us

CASHMAX may establish and maintain a file of your personal information for the purposes described above, which will be accessible at our retail stores or by contacting the Director of Operations EZMONEY at 1-800-873-7296 X2296. If you wish to request access to or correction of your personal information that is in our custody or control, you may write to 1901 Capital, Austin, Texas, 78746, USA, Attention: Director of Operations EZMONEY. Your right to access or correct your personal information is subject to applicable legal restrictions. We may take reasonable steps to verify your identity before granting access or making corrections. If you wish to make inquiries or complaints or have other concerns about our personal information practices, you may write to us as described above, Attention: Data Security Manager, or telephone 1-800-873-7296 X2278 between 8 am and 5 pm Central Time on business days Monday through Friday.

Privacy Statement Changes

This Privacy Statement may be revised from time to time. If we intend to use or disclose personal information for purposes materially different than those described in this statement, we will make reasonable efforts to notify affected individuals, if necessary, including by revising this Privacy Statement. If you are concerned about how your personal information is used, you should contact us as described above, visit one of our retail locations or check at our website periodically at www.cashmaxloans.ca to obtain a current copy of this statement. We urge you to request and review this Privacy Statement frequently to obtain the current version. Your continued provision of personal information or use of our services following any changes to this Privacy Statement constitutes your acceptance of any such changes.

This Privacy Statement is effective as of August 21, 2009.

A larger font version of this Privacy Statement is available on line at www.cashmaxloans.ca.