

## ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

**ASSIGNMENT.** We may assign or transfer this Agreement or any of our rights hereunder.

### **ENTITLEMENT TO SMALL CLAIMS COURT TRIAL, ARBITRATION AND WAIVER OF OTHER TRIALS PROVISION.**

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "Arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The Arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision.

### **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Arbitration and Waiver of Other Trials Provision (hereinafter the "**Arbitration Provision**"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or provincial law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement (including the Arbitration Provision), the information you gave us before entering into this Agreement, including the Application, and/or any past Agreement or Agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any federal or provincial charter, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "**Related Third Parties**"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a representative and member of a class of persons, or in any other representative capacity, against us and/or Related Third Parties (hereinafter referred to as "**Representative Claims**"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or Related Third Parties of any non-public personal information about you.

2. Except as provided in Paragraph 8 below, you acknowledge and agree that:

- (a) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**  
(b) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or Related Third Parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including Related Third Parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and sets forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select the ADR Institute of Canada, Inc. (1-877-475-4353) <http://www.adrcanada.ca> or the ADR Chambers (1-800-856-5154) <http://www.ADRChambers.com> to administer the arbitration. If the chosen arbitration organization indicates that it is unable or unwilling to administer arbitration of the claim, then you shall have the right to select the other arbitration organization listed above to have the claim referred to it. If both of the arbitration organizations listed above indicate that they are unable or unwilling to administer arbitration of the claim, then the parties may either (i) agree to select a local Arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such Arbitrator's rules or (ii) request that a court select an arbitration organization or local arbitrator. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected. If Related Third Parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization named above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and Arbitrator's fees ("**Arbitration Fees**"). Throughout the arbitration, each party shall bear his or her own legal fees and expenses, such as witness and expert witness fees. The Arbitrator shall apply applicable substantive law consistent with the applicable provincial arbitration legislation, and applicable statutes of limitation, and shall honour claims of privilege recognized at law. The arbitration hearing will be conducted in the municipality of your residence, or within 40 kilometres from such municipality, or in the municipality in which the transaction under this Agreement occurred, or in such other place as shall be ordered by the Arbitrator. The Arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the Arbitrator shall not apply any federal or provincial rules of civil procedure or evidence. If allowed by statute or applicable law, the Arbitrator may award statutory damages and/or reasonable legal fees and expenses. If the Arbitrator renders a decision or an award in your favour resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the Arbitrator does not render a decision or an award in your favour resolving the dispute, then the Arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the Arbitrator shall provide a written explanation for the award. The Arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including Related Third Parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and Related Third Parties. The Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

8. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: NCA National Cash Advance (Canada), ULC, Attn: Arbitration Opt-Out, c/o P.O. Box 3058, Spartanburg, SC 29304-3058. Your written notice must include your name, address, the date of this Agreement, and a statement that you wish to opt-out of the Arbitration Provision. Please note, if you opt-out of the Arbitration Provision according to the foregoing procedure, then your choice to opt-out only applies to the Arbitration Provision in this Agreement and will not apply to other transactions with us, if any. Therefore, any other agreements to arbitrate between you and us shall be effective, regardless of your choice to opt-out of this Arbitration Provision.

Customer's Signature: \_\_\_\_\_ Customer Number: \_\_\_\_\_ Loan Number: \_\_\_\_\_  
Print Customer's Name: \_\_\_\_\_