
**PLEASE READ THE FOLLOWING CAREFULLY
AS IT IMPACTS YOUR LEGAL RIGHTS.**

LIMITED WAIVER OF SOVEREIGN IMMUNITY: AS A WHOLLY OWNED SUBDIVISION OF A FEDERALLY RECOGNIZED INDIAN TRIBE, WE ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT AN EXPRESS WAIVER OF SOVEREIGN IMMUNITY. SOLELY IN ORDER TO PROVIDE FOR THE RESOLUTION OF A DISPUTE THAT WE CANNOT RESOLVE TO YOUR SATISFACTION, SHOULD ANY OCCUR, WE HEREBY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY, AS EXPRESSLY SET FORTH HEREIN, AND FURTHER LIMITED BY THE ARBITRATION PROVISION CONTAINED HEREIN. THIS LIMITED WAIVER IS STRICTLY LIMITED TO INDIVIDUAL ARBITRATION CLAIMS AS SET FORTH BELOW AND JUDICIAL ACTIONS TO ENFORCE SUCH INDIVIDUAL ARBITRATION AWARDS AS STRICTLY LIMITED HEREIN.

PLEASE BE ADVISED THAT IF YOU CHOOSE TO OPT OUT OF THE FOLLOWING ARBITRATION PROVISION AS DETAILED BELOW, YOUR ONLY OPTION FOR PURSUING A CLAIM AGAINST US FOR ANY UNRESOLVED DISPUTE WILL BE TO TRY TO BRING AN ACTION IN A COURT OF COMPETENT JURISDICTION, IF ANY EXISTS, BUT IN ADDITION TO PROVING YOU ARE ENTITLED TO ANY RELIEF OR DAMAGES FROM US, YOU MAY ALSO HAVE TO PROVE THAT WE ARE NOT ENTITLED TO THE BENEFITS AND PROTECTIONS OF SOVEREIGN IMMUNITY.

ARBITRATION PROVISION: If any dispute arises that We cannot resolve to your satisfaction, You and We hereby agree that we shall arbitrate that dispute in accordance with the terms of this Arbitration Provision, absent You notifying Us of your intent to opt out of this Arbitration Provision as described below.

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and have a judge or jury 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 evidence to the arbitrator. Pre-arbitration discovery may be limited or unavailable. 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.

As used herein, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation and whether past, present or future: (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Loan Application, including the validity and scope of this Arbitration Provision, or any claim, dispute, or controversy relating to the interpretation, applicability, enforceability or formation of this Loan Application and any loan agreement based off this Loan Application, including, but not limited to any claim that all or any part of this Loan Application and any loan agreement based off this Loan Application or any claim that this Arbitration Provision is void, voidable, invalid or unenforceable; (b) all federal or state law claims arising from or relating directly or indirectly to this Loan Application and any loan agreement based off this Loan Application, the information You gave Us as part of this Loan 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 state or federal constitution, 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 agents, consultants, or servicers and/or any of their employees, directors, officers, shareholders, managers, members, parents, subsidiaries, or any 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 private attorney general, as a representative and/or member of a class of persons, and/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.

Any party to a dispute, including You, Us and/or related third parties, may send the other party or parties written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (1-800-778-7879; <http://www.adr.org>) or JAMS (1-800-352-5267; <http://www.jamsadr.com>). If neither the American Arbitration Association nor JAMS can or will accept a dispute, however, the parties shall select a different 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. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) days. All parties to such dispute will be governed by the rules and procedures of the chosen arbitration association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator below.

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 attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless You agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision in your favor, the arbitrator shall award You reasonable attorneys' fees. If the arbitrator renders a decision in your favor, 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 previously paid. Regardless of whether the arbitrator renders a decision in your favor, You will not be responsible for reimbursing Us for your portion of the Arbitration Fees and We are not entitled to an award of attorneys' fees. At the timely request of any party, the arbitrator shall provide a written explanation of the arbitrator's decision. The arbitrator's decision may be filed with any court having competent jurisdiction.

You and We expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final, non-appealable judgment of a court having competent jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the law of the Santee Sioux Nation.

This Arbitration Provision is binding upon and benefits You and your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits Us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between You and Us, and continues in full force and effect, even if your obligations have been cancelled by prepayment, paid or discharged through bankruptcy. This 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.

BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO FILE A LAWSUIT AND HAVE A JUDGE OR JURY RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.

THIS ARBITRATION PROVISION DOES NOT PREVENT YOU FROM FILING YOUR DISPUTE WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY THAT CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

UNLESS YOU EXERCISE YOUR RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION, AS DESCRIBED BELOW, YOU WILL BE FOREVER BOUND BY THE TERMS OF THIS ARBITRATION PROVISION. THIS ARBITRATION PROVISION LIMITS CERTAIN OF YOUR LEGAL RIGHTS, INCLUDING ANY RIGHT YOU MAY HAVE TO PURSUE A CLAIM OR DISPUTE IN A COURT OF COMPETENT JURISDICTION, YOUR RIGHT TO A JURY TRIAL, AND YOUR RIGHT TO PURSUE A CLAIM OR DISPUTE AS A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU SHOULD CONSULT LEGAL COUNSEL TO DETERMINE WHETHER THIS ARBITRATION PROVISION IS APPROPRIATE FOR YOU. BY EXECUTING THIS LOAN APPLICATION AND SUBMITTING IT TO US, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THIS ARBITRATION PROVISION WITH US BUT HAVE CHOSEN NOT TO AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL. THIS ARBITRATION PROVISION IS THEREFORE TO BE INTERPRETED AND APPLIED SUCH THAT YOU AND WE HAVE EQUAL RIGHTS UNDER IT. YOU CAN OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS IN THE NEXT PARAGRAPH OF THIS ARBITRATION PROVISION.

OPTING OUT OF ARBITRATION PROVISION: YOU (BUT NOT WE) HAVE THE SOLE RIGHT TO REJECT THIS ARBITRATION PROVISION AS A MEANS OF RESOLVING DISPUTES WITH US AT ANY TIME WITHIN THIRTY (30) DAYS FOLLOWING YOUR ELECTRONIC SIGNATURE ON ANY LOAN AGREEMENT BASED OFF THIS LOAN APPLICATION. TO REJECT THIS ARBITRATION PROVISION YOU MUST GIVE US WRITTEN NOTICE OF YOUR REJECTION OF THIS ARBITRATION PROVISION BY E-MAILING US AT ARBITRATIONOPTOUT@oneclickcash.com. YOUR E-MAIL TO US OPTING OUT OF THIS ARBITRATION PROVISION SHOULD INCLUDE YOUR NAME, ADDRESS AND THE ACCOUNT ID IDENTIFIED ABOVE AS WELL AS A STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU MAY ONLY OPT OUT OF THIS ARBITRATION PROVISION IN THE MANNER DESCRIBED ABOVE AND IT IS NOT SUFFICIENT TO NOTIFY US OF YOUR INTENT TO OPT OUT OF THIS ARBITRATION PROVISION VIA TELEPHONE OR ANY OTHER MEANS. YOU CAN ONLY REJECT THIS ARBITRATION PROVISION UNTIL THE THIRTIETH (30th) DAY FOLLOWING YOUR SIGNATURE ON ANY LOAN AGREEMENT BASED OFF THIS LOAN APPLICATION, THEREAFTER YOU WILL BE BOUND BY THE TERMS OF THIS ARBITRATION PROVISION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON THE SERVICING AND COLLECTION YOUR LOAN. IF YOU REJECT THIS ARBITRATION PROVISION, YOUR REJECTION APPLIES ONLY TO DISPUTES ARISING OUT OF THIS LOAN APPLICATION AND ANY LOAN AGREEMENT BASED OFF THIS APPLICATION AND NOT TO FUTURE AGREEMENTS BETWEEN YOU AND US.

WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.

CLASS ACTION WAIVER: BY AGREEING TO THE TERMS OF THIS LOAN APPLICATION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A CLASS REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY ACTION FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH YOU ACT IN A REPRESENTATIVE CAPACITY. YOU FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE EXPRESS, PRIOR WRITTEN CONSENT OF ANY AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.