

TOLLING AGREEMENT

This Agreement is entered into by the Consumer Financial Protection Bureau (“the Bureau”) and Integrity Advance, LLC (“IA”) (jointly referred to hereinafter as “the Parties”), effective June 2, 2014.

On January 7, 2013, the Bureau notified IA that the Bureau was conducting an investigation to determine whether IA violated Section 1036 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. § 5536, the Truth in Lending Act, 15 U.S.C. § 1601, et seq., the Electronic Funds Transfer Act, 15 U.S.C. § 1693, et seq., the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6802-6809, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., and any other laws enforceable by the Bureau (“Federal Consumer Protection Laws”).

NOW THEREFORE, the Parties, through their authorized representatives, stipulate and agree as follows:


1. The Parties agree to a suspension of the running of any applicable statute of limitations for any cause of action or related claim or remedy that could be brought against IA by the Bureau arising under Federal Consumer Protection Laws. The suspension shall begin on the effective date above and end on the earlier of: the date that the Bureau brings a civil action or commences an adjudication proceeding against IA, or notifies IA that no further action will be taken in the matter; or March 31, 2015 (the “Tolling Period”). In the event IA raises or asserts a statute of limitations defense, or any other defense based on delay or the passage of time, the Parties hereby expressly agree that the Tolling Period is excluded for purposes of calculating the statute of limitations or delay period as to any claim or remedy brought under Federal Consumer Protection Laws.

2. This Agreement is not intended to and shall not be construed as an admission of liability by any party, and all Parties continue to reserve all rights and defenses available to them, except as provided by this Agreement.

3. This Agreement may be modified, amended, or supplemented only by a written instrument signed by all Parties. This Agreement may be executed in counterparts. Facsimile and pdf signatures are acceptable.

4. This Agreement is binding on all Parties and their respective successors in interest and assigns.

CONSUMER FINANCIAL PROTECTION BUREAU

By:  Date: 06/02/14

Tony Alexis
Acting Enforcement Chief

Integrity Advance, LLC

 Date: 06/02/14

Allyson B. Baker
Counsel for Integrity Advance, LLC