Application Terms

Updated: June 2026

GENERAL TERMS & CONDITIONS

Certain limitations apply. Loans, advance requests, and extension requests subject to approval. If we are unable to verify your application electronically, we may ask you to provide certain documents before final approval.

You certify that the information you provide is true and correct. Any false statement made shall be sufficient basis for rejection, and you authorize verification of the truthfulness of all information you provide, including verification of income and banking information. You authorize us to perform credit checks, searches and/or analysis of data in certain state-required databases, as well as other commercially available and/or proprietary databases, in order to verify the truthfulness or accuracy of your information or determine whether you qualify for credit.

You expressly authorize Advance America to contact you or to leave a message for you in connection with your application. See our Automated Call & Text Policy below.

You acknowledge that your application and any supporting documentation provided is the property of Advance America. Any information you provide is kept secure and private. See our **Privacy Policy**.

You understand that income from alimony, child support or separate maintenance payments need not be revealed if you do not wish to have it considered as part of your application.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ARBITRATION (DISPUTE RESOLUTION)

If you have any dispute with us or if we have any dispute with you arising from your application, then both you and we must seek resolution of the dispute in either small claims court or in arbitration. If your dispute cannot be filed in small claims court because of its nature or the relief you seek, then you must seek resolution of your dispute in arbitration. Regardless of the forum, you may not pursue the resolution of any dispute in a representative, private attorney general, or class action, and you may not be a named or unnamed class member in any such action. If you seek resolution of your dispute in arbitration, we will pay the arbitrator's fees and any other expenses attributable to the arbitration. In addition, if you recover an award of monetary and/or equitable relief that is greater than any we previously offered to settle your dispute, then we will pay your reasonable attorney fees. Regardless of the result of the arbitration, we will not be entitled to recover any fees or arbitration expenses from you. The arbitration hearing will be held at a location of your choice within your home state with a nationally recognized provider of arbitration services. The rules of the arbitration provider will apply, except that the parties may engage in such discovery as would be permitted by the Federal Rules of Civil Procedure.

This dispute resolution agreement does not alter any substantive rights that you may have under State or Federal law, including, without limitation, any right you may have to be awarded statutory or punitive damages. This dispute resolution agreement is your and our exclusive procedure for resolving any dispute. You may unilaterally opt out of this dispute resolution agreement by following the procedure outlined below. We may not opt out unless you first opt out. If you or we request confidentiality, all aspects of the arbitration proceedings and any arbitration award or decision will remain strictly confidential, except only for the purpose of appealing or obtaining confirmation of the final arbitration award in the appropriate court of law. In addition, if either you or we request confidentiality, all non-public documents, testimony, and information produced, received, heard, or used in the arbitration will be used only for purposes of the arbitration and will not be disclosed to any person. Confidential information may, however, be disclosed to the parties to the arbitration, their respective attorneys and their staff, the arbitrator and personnel of the arbitration association, court reporters, and any person retained as an expert witness in the arbitration if the expert witness agrees to maintain all documents, information, and testimony in strict confidence. Nothing in this provision prohibits confidential information from being disclosed to those who received or participated in the creation of the confidential information at the time it was created. Nothing in this paragraph will prevent you or us from disclosing information regarding the arbitration if necessary to enforce an arbitration award. You and we further agree to cooperate in obtaining the arbitrator's agreement to preserve the confidentiality of the arbitration and information produced or used in the arbitration.

If any portion of this dispute resolution provision cannot be enforced for any reason, the rest of the dispute resolution provision will continue to apply, except in the following two instances. First, if a court rules that the arbitrator can resolve a dispute on a class or collective basis and that ruling becomes final after all appeals have been exhausted, then this entire dispute resolution provision (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this dispute resolution provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. The parties specifically agree that in no event shall a claim for class relief or public injunctive relief be arbitrated.

DISPUTE RESOLUTION OPT-OUT

Within 30 days after entering into this agreement, you may opt out of the above dispute resolution (arbitration/class action waiver) provision by sending a letter to Advance America, Attn: Arbitration Opt Out, P.O. Box 2187, Greenville, SC 29602. You may opt out each time you apply with us, but you must send a separate opt-out letter for each application. Please include your name, address, social security number, and application date in your letter.

CLASS ACTION WAIVER

You agree not to pursue the resolution of any dispute with us in any forum as a representative, as a private attorney general, or as part of a class action, and you may not be a named or unnamed class member or representative in any such action.

AUTOMATED CALL & TEXT POLICY

When you provide us your cell phone number and opt in to our text messaging program, you consent to being contacted at your mobile number by means of an automated telephone dialing system (ATDS), artificial or prerecorded voice messages, and text messages (SMS) regarding you application, your account, the servicing of your account, fraud alerts, and marketing or promotional offers.

Your cellular provider's message and data rates may apply to our confirmation message and all subsequent messages. We do not charge you for any text messages we send you. You understand the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private. Please notify us immediately if you change mobile numbers or plan to provide your phone to another person. If we modify this Text Message Policy, we will notify you by sending you a text message with a link to the new policy and we may terminate our text message program at any time. Your text message consent/opt-in will not be shared with any nonaffiliate for marketing purposes

If you have any questions about this policy, would like us to mail you a paper copy of this policy or are having problems receiving or stopping our text messages, please contact us at **textcustomersupport@service.advanceamerica.net** or **1 (844) 556-2648**. By opting in, you agree and expressly consent to be contacted by us, our agents, employees, and/or affiliates through the use of email, and/or telephone calls and/or SMS text messages to your cellular, home or work phone numbers, as well as any other phone number you have provided in conjunction with this account, including with the use of automatic telephone dialing systems, auto dialers, or an artificial or prerecorded voice.

Opt-out or STOP

If you wish to stop receiving marketing text messages from us, reply to any marketing text message we have sent you with STOP. If you wish to stop receiving account maintenance text messages from us, such as payment reminders, reply to any account maintenance text message we have sent you with STOP. If you wish to stop receiving all text messages from us, type STOP ALL in the reply text you send us. Your stop request will become effective within one day.

Help or Support

If at any time you need our contact information or information on how to stop text messages, reply to any text message we have sent you and in the reply text simply type HELP. Upon receiving your text message, we will send you a text message with our phone number, a link to this policy, and instructions on how to stop text messages. The number of text messages that we send to you per month will depend on your specific account details. Some of the text messages we send may include links to websites. To access these websites, you will need a web browser and Internet access.