

**SANTA BARBARA BANK & TRUST (SBBT) HOLIDAY EXPRESS LOAN OR MONEY NOW LOAN APPLICATION AND AGREEMENT**

(SBBT is a division of Pacific Capital Bank, N.A., P.O. Box 1270, Solana Beach, CA 92075)

Applicant's Name			Co-Applicant's Name		
First	M.I.	Last	First	M.I.	Last
Home Address			Home Address		
Mailing address, if different from above			Mailing address if different from above		
Social Security # _____			Social Security # _____		
Date of Birth _____			Date of Birth _____		

**LOAN AGREEMENT :** The words "I", "me", "my", "mine", "you" and "your", means the person signing below as the "Applicant" or, if this is a joint application, both "Applicants." The word "Lender" means Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A. The word "Loan" means Holiday Express Loan or Money Now Loan as indicated below.

\_\_\_\_\_ I am applying for a Holiday Express Loan from SBBT.                      \_\_\_\_\_ I am applying for a Money Now Loan from SBBT.

I understand that if my Holiday Express loan is approved it will be in the amount of either \$400 or \$600 depending on a review of my credit history and other criteria. The cost of my Holiday Express Loan is 2.5% of the loan amount plus \$50. I understand that if my Money Now loan is approved, it will be in the amount of \$550, \$1200 or \$1900 depending on a review of my credit history and other criteria including my anticipated refund amount. The cost of my Money Now Loan is 2.5% of the loan amount plus \$55.

I authorize Lender to obtain a credit report on me in connection with my Loan application and to give information about my application and Loan account to others in accordance with applicable laws. Upon my request, Lender will inform me if a credit report has been obtained and will give me the name and address of the consumer-reporting agency furnishing the report. If Lender decides to make a Loan to me, Lender will deduct from the Total Loan Amount all fees and charges authorized by this Agreement and pay these amounts to the designated parties. The remaining balance of the Loan will be disbursed to me in accordance with the disbursement method I selected. As Applicant, I will be obligated to repay the Total Loan Amount to Lender.

**PROMISE TO PAY:** If I am approved for a Loan, I promise to pay Lender the Total Loan Amount shown in the Truth-In-Lending disclosure provided with my Loan. I understand that I must pay the Total Loan Amount in full (i) on or before the due date of Feb 19, 2007 if the Loan is a Money Now Loan approved prior to the date I file my tax return, (ii) on the expected IRS refund date if the Loan is a Money Now Loan approved on the date I file my tax return or (iii) on or before March 15, 2007 if the Loan is a Holiday Express Loan. I agree that if my 2006 tax return is prepared and filed by a Jackson Hewitt Tax Service office and I apply for and am approved for a tax related bank product from SBBT either before or after the due date of my Loan and my Loan is unpaid at that time, Lender may deduct the outstanding balance of my Loan, if any, from the proceeds of my bank product prior to disbursing any remaining bank product proceeds to me. The acceptance of partial or monthly payments from me by Lender does not preclude Lender's right to demand full and immediate payment of the outstanding Loan at any time including the right to offset any tax refund processed by the Lender on my behalf after the due date.

**DISBURSEMENT METHOD:** I want my Loan proceeds disbursed to me via:

\_\_\_\_\_ **ACH Direct Deposit** to my personal bank account number designated below (**Option not available for Money Now Loans**):

RTN \_\_\_\_\_ DAN \_\_\_\_\_

If you or your representative enters your bank account information incorrectly and your deposit is returned to SBBT, the Account balance will be disbursed to you via an SBBT mailed to the address on your application. If the deposit is not returned to SBBT, you will be responsible for the loss.

\_\_\_\_\_ **SBBT cashier's check** (If used to disburse Holiday Express Loan, check will be mailed to the address on your application)

\_\_\_\_\_ **ipower CashCard** (if you choose this option, SBBT will deposit your loan proceeds with HSBC USA, N.A.\*)

\_\_\_\_\_ **ipower Payroll Card** (if you choose this option, SBBT will deposit your loan proceeds with HSBC USA, N.A.\*)

**\* There may be additional costs and charges associated with the issuance and use of the ipower CashCard or ipower Payroll Card. Please refer to the Truth in Lending disclosures that apply to this Loan and your ipower CashCard or Payroll Card disclosure agreement for more information.**

**SIGNATURES:** I certify that the information above is complete and correct. I acknowledge that I have received a copy of this Holiday Express Loan or Money Now Loan Application and Agreement. I acknowledge that I have read and understood all of the disclosures, terms and conditions contained within this Loan Application and Agreement and, by signing below, I agree to be bound by all the terms and conditions contained herein. I understand that I will not be obligated on the Loan until I review and sign the Truth in Lending disclosure that applies to the Loan.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Co-Applicant \_\_\_\_\_ Date \_\_\_\_\_  
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**COMPENSATION:** SBBT will pay fees to Jackson Hewitt Inc. and an affiliate (collectively, "JHI") in connection with rights granted by JHI to SBBT and JHI supporting the technology needs of the products offered to you under the program."

**STATE NOTICES:** **Ohio Residents:** Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Wisconsin Residents:** Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, Court order, or statement, or has actual knowledge of the adverse provision. **New York Residents:** A credit report may be requested in connection with your application for a Loan. At your request we will tell you whether or not a credit report was obtained and, the name and address of the consumer-reporting agency that furnished the report. **CA Residents:** married spouses may apply for a separate account. **Iowa Residents:** **NOTICE TO CONSUMER:** 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. **All States:** Taxpayers filing jointly may apply for individual credit.

**SHARING INFORMATION:** I understand that Lender may share information about me from time to time (a) with my tax preparer or transmitter in connection with my Holiday Express Loan or Money Now Loan and (b) with other financial institutions who are performing third-party debt collection on behalf of SBBT, which information is necessary to effect these transactions. This sharing is not subject to my consent or right to opt out.

**GOVERNING LAW:** The enforcement and interpretation of this Application and Agreement and the transactions contemplated therein (including, without limitation, the applicable interest rate) shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America.

**EQUAL CREDIT OPPORTUNITY:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Avenue, Suite 3450, Houston, TX 77010-9050.

## PRIVACY POLICY

In the process of applying for a tax-related bank product from Santa Barbara Bank & Trust (SBBT), you were required to provide us with information about yourself and we obtained information about you from others. The Federal Financial Privacy Law requires us to provide you with this statement. In this Privacy Notice, "Confidential information" means most non-public personally identifiable information about you. This Notice applies only to individuals who have applied for a tax refund related bank product from SBBT. We may change our privacy policy at any time, giving you any notice that may then be required.

**Confidential Information we collect:** The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax-related bank product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transaction with us, other lenders, tax preparers and similar providers, such as payment histories or balances due or tax information. We may also collect information concerning your credit history from a credit-reporting agency.

**Information we share and with whom.** We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. SBBT and other tax-related bank product providers may disclose information to each other about their experiences with you in order to collect outstanding tax-related loans or tax preparation fees, or to prevent actual or potential fraud, unauthorized transactions, claims or other liability. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed bank product application and agreement may include a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law.

**Former customers.** These policies continue to apply after you become a former customer.

**Joint marketing.** We may disclose all of the Confidential Information that we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing arrangements. Before we share Confidential Information with any of these companies, we require that they agree in writing to protect the information and limit its use to the business purpose of our agreement with them.

**Security procedures we use to protect your Confidential Information.** Inside SBBT, your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We have a formal Code of Ethics and train our employees on their responsibility to maintain the privacy of your Confidential Information. We also maintain physical, electronic and procedural safeguards and that comply with federal standards to guard your Confidential Information.

**Questions?** If you have any questions regarding our Privacy Policy, please call 888-353-7228.