

Credit Services Disclosure Statement
TitleMax of Texas, Inc. d/b/a TitleMax

CAUTION: THE CREDIT SERVICES THAT CSO PROVIDES AND THE LOAN THAT CSO MAY ARRANGE FROM A THIRD-PARTY LENDER ARE NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. SUCH CSO SERVICES AND LOAN SHOULD ONLY BE USED TO MEET IMMEDIATE SHORT-TERM CASH NEEDS. REPEATED OR FREQUENT USE CAN CREATE SERIOUS FINANCIAL HARDSHIPS. BEFORE ENTERING INTO A CONTRACT WITH CSO AND A LOAN AGREEMENT WITH A LENDER, CONSUMER SHOULD EVALUATE THE COSTS AND BENEFITS OF ALL ALTERNATIVES, INCLUDING A LOAN FROM ANOTHER LENDER (WITHOUT THE ASSISTANCE OF A CSO), A LOAN FROM FAMILY OR FRIENDS, A CREDIT CARD CASH ADVANCE, AN ADVANCE UNDER AN ACCOUNT WITH OVERDRAFT PROTECTION, OR A SALARY ADVANCE.

In this Credit Services Disclosure Statement (this “*Disclosure Statement*”), *I, me, my, we, us, our*, and *Consumer* refer to the individual consumer who signs this Disclosure Statement. *You, your, yours*, and CSO mean TitleMax of Texas, Inc. d/b/a TitleMax, whose principal business address is 15 Bull Street, Suite 200, Savannah, Georgia 31401, (800) 804-5368. The third-party lender from whom Consumer may get a loan (*Lender*) is Ivy Funding Company, LLC, 22 West Bryan Street, Suite 208, Savannah, Georgia 31401.

About CSO: CSO is a credit services organization registered with the Texas Secretary of State and a credit access business licensed and examined by the State of Texas Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems: Office of Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705, (800) 538-1579, www.occc.texas.gov, consumer.complaints@occc.texas.gov. CSO’s agent in Texas authorized to receive service of process is CT Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201. Credit services organizations are not lenders and do not make loans. CSO helps consumers obtain loans from a third-party lender and issues a credit enhancement to the third-party lender to back up Consumer’s promise to pay the loan.

This Disclosure Statement is being provided before Consumer enters into any credit services transaction or loan or pays any fee or other consideration to any party. If CSO and Consumer enter into a transaction, this Disclosure Statement will be incorporated by reference in the separate Credit Services Contract and Security Agreement (the “*CSO Contract*”) into which CSO and Consumer will enter.

Description of CSO Services: CSO is not a lender. CSO’s credit services (collectively, the “*CSO Services*”) include: (a) arranging for Consumer a loan from Lender with an annual interest rate not to exceed 9.95% (the “*Loan*”); (b) helping Consumer complete the paperwork (including the credit application) needed to get the Loan from Lender; and (c) providing to Lender in respect of the Loan from Lender a letter of credit, guaranty, or other credit enhancement satisfactory to Lender that backs Consumer’s repayment of the Loan (with any such letter of credit, guaranty, or other credit enhancement being referred to as the “*Letter of Credit*”). To get the Loan from Lender, Consumer must enter into a separate Loan Agreement, Promissory Note and Security Agreement (the “*Note*”) with Lender. As a condition to getting CSO Services from CSO and the Loan from Lender, Consumer must grant to CSO and to Lender a lien on Consumer’s unencumbered motor vehicle. The CSO Services that CSO provides to Consumer are complete on the date on which Consumer signs a Note with Lender.

Fee for CSO Services: CSO will charge Consumer a fee for providing CSO’s services (the “*CSO Fee*”). The CSO Fee is a percentage of the Amount Financed, calculated as shown in the *CSO Fee Schedule* set forth below. The actual amount of the CSO Fee that CSO will charge Consumer will be set forth in the CSO Contract and also will be included in the Itemization of Amount Financed in the Note. The CSO Fee is fully earned by CSO on the date of the Loan that CSO helps Consumer get from Lender. The CSO Fee is due and payable to CSO as provided in the CSO Contract. Consumer will not owe the CSO Fee to CSO if (a) the Lender denies Consumer’s credit application, (b) Consumer does not take the Loan from Lender, or (c) Consumer cancels the CSO Contract as described therein. The CSO Fee I agree to pay to CSO, though required to be treated as finance charge for purposes of federal law disclosures, is for a separate service and is not interest under Texas law. My payment and other obligations to CSO are separate and distinct from my obligations to Lender. The CSO Fee amount I must pay to CSO is not a loan payment owed to Lender. Lender receives no portion of the CSO Fee.

Fee and Interest Schedules: CSO’s fee schedule and Lender’s interest and fee schedule are as follows:

Lender Interest and Fee Schedule

- **Loan Terms:** Lender makes loans secured by liens on unencumbered motor vehicle titles and a CSO letter of credit, with terms not to exceed 180 days and an Amount Financed from \$100.00 to \$10,100.00.
- **Lender Interest:** The interest paid or to be paid to the lender on the outstanding principal balance of the Loan is 9.95% per annum, daily simple interest accrual method until paid. Interest will continue to accrue on past due principal amounts until paid in full.
- **Late Charge:** \$7.50 or 5% of the amount of the unpaid scheduled payment, whichever amount is greater, on any payment not paid in full within 10 days of the scheduled payment date.
- **Returned Payment Fee:** \$30 for any check, money order, payment (whether tangible or electronic), transfer or other instrument or item that is rejected or returned for any reason.

- **Lien Filing Fee:** Either \$28 or \$33 (depending on the county in which the lien is filed), payable to the Texas Department of Motor Vehicles. Lien filing fees for other states may vary. Both the Lender's lien and the CSO's lien are covered by the same filing fee. The lien filing fee is included as part of the Amount Financed.
- **Prepayment:** There is no prepayment penalty.
- **Costs of Collection:** To the extent permitted by law, Consumer will pay the costs of any attorney's fees incurred in connection with the referral of the Note to an attorney to collect the Loan after default.

CSO Fee Schedule

- **CSO Services Terms:** CSO provides credit services and issues letters of credit for loans secured by liens on unencumbered motor vehicle titles, with terms not to exceed 180 days and an Amount Financed from \$100.00 to \$10,100.00.
- **Lien Filing Fee:** Either \$28 or \$33 (depending on the county in which the lien is filed), payable to the Texas Department of Motor Vehicles. Lien filing fees for other states may vary. Both the Lender's lien and the CSO's lien are covered by the same filing fee. The lien filing fee is included as part of the Amount Financed.
- **Charges After Default; Costs of Collection:** At any time after the occurrence of any default that results in CSO paying Lender under the Letter of Credit, then CSO may recover from Consumer all charges, costs, fees and expenses, including all collection costs and reasonable attorneys' fees incurred or paid in exercising any right, power or remedy provided by the CSO Contract or by law, and charge interest on all or a portion of the principal paid by CSO to Lender under the Letter of Credit, as provided in *Consumer Reimbursement Obligation* below.
- **CSO Fee:** The amount of the CSO Fee is calculated by multiplying the Amount Financed by the applicable daily CSO Fee percentage by the number of days in the loan term. The actual daily CSO Fee percentage will be determined based on the creditworthiness of the Consumer and whether the Consumer has done business with CSO previously. More creditworthy consumers and consumers who have a good history with CSO may qualify for daily CSO Fee percentages at the lower end of the percentage range shown in the following table:

Automobile	
Amount Financed	CSO Fee as a Daily % of the Amount Financed
\$0 - \$649.99	0.559% - 0.690%
\$650.00 - \$1,549.99	0.493% - 0.658%
\$1,550.00-\$2,049.99	0.460% - 0.625%
\$2,050.00 - \$3,049.99	0.427% - 0.592%
\$3,050.00 - \$5,049.99	0.427% - 0.559%
\$5,050.00+	0.395% - 0.493%

Motorcycle (Up to \$3,000)		
TMX Credit Score	CSO Fee as a % of the Amount Financed	
Credit Score	Monthly	Daily
0 - 279	14.99% - 19.99%	0.4928% - 0.6572%
280 - 399	13.99% - 18.99%	0.4599% - 0.6243%
400 - 559	13.99% - 18.99%	0.4599% - 0.6243%
560 - 729	12.99% - 17.99%	0.4271% - 0.5915%
730 - 1000	11.99% - 16.99%	0.3942% - 0.5586%

Standard Loan/CSO Fee Examples: All examples have a 5 month (150-day) term and a \$33 lien filing fee.

Loan Amount	\$ 533.00
Daily CSO Fee %	0.6580%
Finance Charge	
CSO Fee	\$ 526.07
Lender Interest	\$ 21.79
Total of Payments	\$ 1,080.86
APR	243.43%
Payment #1	
CSO Fee Payment 1	\$ 105.21
Payment #2	
CSO Fee Payment 2	\$ 105.21
Payment #3	
CSO Fee Payment 3	\$ 105.21
Payment #4	
CSO Fee Payment 4	\$ 105.21
Payment #5	
CSO Fee Payment 5	\$ 105.21
Payment to Lender	\$ 554.79
	\$ 660.00

Loan Amount	\$ 1,033.00
Daily CSO Fee %	0.6250%
Finance Charge	
CSO Fee	\$ 968.44
Lender Interest	\$ 42.24
Total of Payments	\$ 2,043.68
APR	231.69%
Payment #1	
CSO Fee Payment 1	\$ 193.69
Payment #2	
CSO Fee Payment 2	\$ 193.69
Payment #3	
CSO Fee Payment 3	\$ 193.69
Payment #4	
CSO Fee Payment 4	\$ 193.69
Payment #5	
CSO Fee Payment 5	\$ 193.69
Payment to Lender	\$ 1,075.24
	\$ 1,268.93

Loan Amount	\$ 1,783.00
Daily CSO Fee %	0.5920%
Finance Charge	
CSO Fee	\$ 1,583.30
Lender Interest	\$ 72.91
Total of Payments	\$ 3,439.21
APR	219.93%
Payment #1	
CSO Fee Payment 1	\$ 316.66
Payment #2	
CSO Fee Payment 2	\$ 316.66
Payment #3	
CSO Fee Payment 3	\$ 316.66
Payment #4	
CSO Fee Payment 4	\$ 316.66
Payment #5	
CSO Fee Payment 5	\$ 316.66
Payment to Lender	\$ 1,855.91
	\$ 2,172.57

Loan Amount	\$ 2,533.00
Daily CSO Fee %	0.5590%
Finance Charge	
CSO Fee	\$ 2,123.92
Lender Interest	\$ 103.58
Total of Payments	\$ 4,760.50
APR	208.19%
Payment #1	
CSO Fee Payment 1	\$ 424.78
Payment #2	
CSO Fee Payment 2	\$ 424.78
Payment #3	
CSO Fee Payment 3	\$ 424.78
Payment #4	
CSO Fee Payment 4	\$ 424.78
Payment #5	
CSO Fee Payment 5	\$ 424.78
Payment to Lender	<u>\$ 2,636.58</u>
	\$ 3,061.36

Loan Amount	\$ 4,033.00
Daily CSO Fee %	0.5260%
Finance Charge	
CSO Fee	\$ 3,182.04
Lender Interest	\$ 164.91
Total of Payments	\$ 7,379.95
APR	196.44%
Payment #1	
CSO Fee Payment 1	\$ 636.41
Payment #2	
CSO Fee Payment 2	\$ 636.41
Payment #3	
CSO Fee Payment 3	\$ 636.41
Payment #4	
CSO Fee Payment 4	\$ 636.41
Payment #5	
CSO Fee Payment 5	\$ 636.41
Payment to Lender	<u>\$ 4,197.91</u>
	\$ 4,834.32

Loan Amount	\$ 7,533.00
Daily CSO Fee %	0.4600%
Finance Charge	
CSO Fee	\$ 5,197.77
Lender Interest	\$ 308.02
Total of Payments	\$13,038.79
APR	172.96%
Payment #1	
CSO Fee Payment 1	\$ 1,039.55
Payment #2	
CSO Fee Payment 2	\$ 1,039.55
Payment #3	
CSO Fee Payment 3	\$ 1,039.55
Payment #4	
CSO Fee Payment 4	\$ 1,039.55
Payment #5	
CSO Fee Payment 5	\$ 1,039.55
Payment to Lender	<u>\$ 7,841.02</u>
	\$ 8,880.57

Consumer Reimbursement Obligation: If CSO pays Lender any amount under the Letter of Credit for any reason, Consumer must reimburse CSO for all such amounts that CSO pays to Lender. Interest will accrue on the unreimbursed portion of principal for which CSO pays Lender under the Letter of Credit at the rate of 9.95% per annum (subject to applicable limits).

Surety Bond Information: CSO has filed a \$10,000 surety bond with the Texas Secretary of State under Chapter 393 of the Texas Finance Code for each store location. The surety bond is in favor of any person damaged by CSO's violation of Texas Finance Code Chapter 393 and in favor of the State of Texas for the benefit of such damaged person. A person making a claim against the surety bond for a violation of Chapter 393 may file suit against the surety identified below, the CSO that violated Chapter 393, or both. The surety is liable only for actual damages, reasonable attorney's fees and court costs awarded under Texas Finance Code § 393.503(a). The aggregate liability of the surety for a credit services organization's violations of Chapter 393 may not exceed the amount of the surety bond. The surety bond company name and address are: Capitol Indemnity Corporation, 1600 Aspen Commons, Middleton, WI 53562.

Privacy Policies and Texas Finance Code Chapter 393 Disclosures: I acknowledge receipt of (a) CSO's Schedule of All Fees, describing CSO's fees and all available loan amounts, interest and related fees, (b) separate loan examples from CSO on the Texas OCCC Auto Title Loan – Multi-Payment form, (c) CSO's Privacy Policy and Notice, and (d) Lender's Privacy Policy. I also acknowledge that:

- There is no penalty for prepaying the CSO Fee or any amount owing under the Loan;
- A credit access business must comply with Texas Finance Code Chapter 392 and the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692 et seq.) with respect to an extension of consumer credit described by Texas Finance Code Section 393.602(a);
- A person may not threaten or pursue criminal charges against a consumer related to a check or other debit authorization provided by the consumer as security for a transaction in the absence of forgery, fraud, theft, or other criminal conduct; and
- A credit access business must comply, to the extent applicable, with 10 U.S.C. Section 987 and any regulations adopted under that law with respect to an extension of consumer credit described by Texas Finance Code Section 393.602(a).

Relationship Between CSO and Lender: CSO and Lender are unaffiliated third-party companies that have a contractual relationship with one another. CSO may act as a special limited agent for Lender in connection with the servicing of the Loan. Also, as a convenience to Lender and Consumer, CSO will accept payments on the Loan at CSO's store location shown above or at such other place as CSO or Lender may specify in writing, by cash, certified check, money order or other method acceptable by CSO and Lender.

Communications with and about Consumer: Consumer authorizes CSO to: (1) call Consumer during reasonable hours to remind Consumer when Consumer's Loan payment is due; (2) exchange non-public personal information about Consumer with Lender in order to facilitate Lender's review of Consumer's credit application and until any Loan Consumer obtains from Lender is paid in full; and (3) communicate with Consumer in the event of default on the Loan as allowed by law, including calling Consumer, communicating with Consumer in writing or via email, or communicating with any of Consumer's personal references whom Consumer identified in Consumer's credit application to acquire Consumer's location.

Notice and Cure: Before suing or starting arbitration about (a) Consumer's credit application, (b) this Disclosure Statement, (c) CSO's Privacy Policy, (d) Lender's Privacy Policy, (e) the CSO Contract, (f) the Note, or (g) any credit

services or loan, the party asserting the claim shall give the other party or parties detailed written notice of the claim and relief requested and a reasonable opportunity of not less than 30 days to cure the claim. Any claim notice to Consumer shall be sent in writing by mail or by email to the address Consumer has provided in Consumer's credit application (or any updated address Consumer subsequently provides to CSO or Lender). Any claim notice to CSO and/or Lender shall be sent by mail to TitleMax of Texas, Inc., c/o Legal Department, 15 Bull Street, Suite 200, Savannah, GA 31401. Provided, however, this notice requirement does not apply to any actions to preserve or protect any collateral (e.g., seeking a writ of a sequestration).

Availability of Credit Counseling: Consumer should consider other ways and sources to obtain credit services. Nonprofit credit counseling services may be available in Consumer's community. Refer to a local telephone directory under "Credit and Debt Counseling" for listings and sources of nonprofit credit counseling services.

Credit Information and Credit Reporting: Consumer authorizes CSO and Lender to verify the information given in connection with Consumer's credit application and to obtain information about Consumer from a consumer reporting agency and other sources. CSO and Lender may report Consumer's account information to consumer reporting agencies. Late payments, missed payments, or other defaults by Consumer may be reflected in Consumer's credit report. If Consumer believes that CSO or Lender has reported inaccurate information about Consumer to a consumer reporting agency, please write to CSO or Lender in care of the CSO at TitleMax of Texas, Inc., 2312 E. Trinity Mills Rd., Carrollton, Texas 75006, and include the date of Consumer's transaction, the information Consumer questions and why Consumer believes it is inaccurate.

A Summary of My Rights Under the Fair Credit Reporting Act and State Law

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Following is a summary of my major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552. Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **I must be told if information in my file has been used against me.** Anyone who uses a credit report or another type of consumer report to deny my application for credit, insurance, or employment – or to take another adverse action against me – must tell me, and must give me the name, address, and phone number of the agency that provided the information.
- **I have the right to know what is in my file.** I may request and obtain all the information about me in the files of a consumer reporting agency (my "file disclosure"). I will be required to provide proper identification, which may include my Social Security number. In many cases, the disclosure will be free. I am entitled to a free file disclosure if:
 - a person has taken adverse action against me because of information in my credit report;
 - I am the victim of identity theft and place a fraud alert in my file;
 - my file contains inaccurate information as a result of fraud;
 - I am on public assistance;
 - I am unemployed but expect to apply for employment within 60 days.

I am entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. I also am entitled to a copy of my file without charge on request made to the consumer reporting agency not later than the 30th day after the date on which the agency receives notice that I have been denied credit. I can request a copy of my file at any other time for a minimal charge. See www.consumerfinance.gov/learnmore for additional information.

- **I have the right to ask for a credit score.** Credit scores are numerical summaries of my creditworthiness based on information from credit bureaus. I may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but I will have to pay for it. In some mortgage transactions, I will receive credit score information for free from the mortgage lender.
- **I have the right to dispute incomplete or inaccurate information.** If I identify information in my file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless my dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to my file is limited.** A consumer reporting agency may provide information about me only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **I must give my consent for reports to be provided to employers.** A consumer reporting agency may not give out information about me to my employer, or a potential employer, without my written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **I may limit “prescreened” offers of credit and insurance I get based on information in my credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number I can call if I choose to remove my name and address from the lists these offers are based on. I may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **I may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, I may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, I may have more rights under state law. For more information, I may contact my state or local consumer protection agency or my state Attorney General. For information about my federal rights, I may contact:

TYPE OF BUSINESS:	CONTACT:
Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates Affiliates of the foregoing companies that are not banks, savings associations, or credit unions	Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 Federal Trade Commission: Consumer Response Center – Equal Credit Opportunity, Washington, DC 20580 1-877-382-4357
National banks, federal savings associations, and federal branches and federal agencies of foreign banks (other than those identified above)	Office of the Comptroller of the Currency, Customer Assistance Group 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050
State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	Federal Reserve Consumer Help Center P.O. Box 1200, Minneapolis, MN 55480
Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106
Federal credit unions	National Credit Union Administration, Office of Consumer Protection (OCP), 1775 Duke Street, Alexandria, VA 22314
Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings, Dep’t of Transportation, 1200 New Jersey Avenue, S.E., Washington, DC 20590
Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board, Department of Transportation, 1925 K Street NW, Washington, DC 20423
Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor or Department of Agriculture, Office of Deputy Administrator – GIPSA Washington, DC 20250
Small Business Investment Companies	Assoc. Deputy Administrator for Capital Access, U.S. Small Business Administration, 409 Third Street, S.W., 8th Floor, Washington, DC 20416
Brokers and Dealers	Securities and Exchange Commission, Washington, DC 20549
Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive, McLean, VA 22102-5090
Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Equal Credit Opportunity, Washington, DC 20580

I AGREE TO AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS CREDIT SERVICES DISCLOSURE STATEMENT WITHOUT OBLIGATION TO ACCEPT CSO SERVICES OR A THIRD-PARTY LOAN, AND BEFORE ENTERING INTO A CREDIT SERVICES CONTRACT OR THIRD-PARTY LOAN OR PAYING ANY FEE OR OTHER CONSIDERATION TO ANY PARTY.