

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

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 2312 E Trinity Mills Rd, Suite 100, Attn: Legal; Carrollton, TX 75006, Legal@ccfi.com. The third-party lender from whom Consumer may get a loan (*Lender*) is:

Ivy Funding Company, LLC
22 West Bryan Street, Suite 208
Savannah, GA 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.occ.texas.gov, consumer.complaints@occ.texas.gov. CSO’s agent in Texas authorized to receive service of process is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3136. Credit services organizations are not lenders and do not make loans. CSO helps consumers obtain loans from a third-party lender including by 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*”) involve arranging a loan between and Lender with an annual interest rate not to exceed 9.95% (the “*Loan*”) and an Annual Percentage Rate as indicated in in the Lender Loan Agreement, which includes amounts paid to CSO. This includes (a) helping Consumer complete the paperwork (including the credit application) needed to get the loan from Lender; and (b) providing to Lender in respect of the Loan from Lender a 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 “*Credit Enhancement*”). 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 Note 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 based upon 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 disclosed in the Note. The CSO Fee is fully earned by CSO on the date of the Note 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 a 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 disclosures, is for a separate service from the third-party lender’s services 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 I 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 Credit Enhancement, with terms not to exceed 180 days and an Amount Financed from \$100.00 to \$25,100.00.
- **Lender Interest:** The interest paid or to be paid to the lender on the outstanding principal balance of the Note 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 Note after default.

CSO Fee Schedule

- **CSO Services Terms:** CSO provides credit services and issues credit enhancements 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 \$25,100.00.
- **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 Credit Enhancement, 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 Consumer, as provided in *Consumer Reimbursement Obligation* below.
- **CSO Fee:** The actual 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 a lower CSO Fee rate. See table below for illustrative examples of the CSO fee based upon example dollar amounts provided. You understand that more creditworthy Consumers and Consumers with good history on transactions arranged by CSO may pay less.

Standard Loan/CSO Fee Examples: All examples include a \$33 lien filing fee.

CSO 30 Examples Amount Financed (Requested Loan Amount + \$33 Lien Filing Fee)	CSO Fee	Lender Interest	Finance Charge (CSO Fee + Lender Interest)	Total of Payments	APR*
\$533.00	\$106.55	\$5.23	\$111.78	\$644.78	255.16%
\$1,233.00	\$234.15	\$12.00	\$246.15	\$1,479.15	242.89%
\$2,033.00	\$365.74	\$19.62	\$385.36	\$2,418.36	230.62%
\$3,033.00	\$515.31	\$29.02	\$544.33	\$3,577.33	218.35%
\$4,033.00	\$644.88	\$38.26	\$683.14	\$4,716.14	206.09%
\$7,533.00	\$1,053.87	\$70.22	\$1,124.09	\$8,657.09	181.55%

CSO 150/ CSO 4x5 Examples Amount Financed (Requested Loan Amount + \$33 Lien Filing Fee)	CSO Fee	Lender Interest	Finance Charge (CSO Fee + Lender Interest)	Total of Payments	APR*
\$533.00	\$526.07	\$21.79	\$547.86	\$1,080.86	243.43%
\$1,033.00	\$968.44	\$42.24	\$1,010.68	\$2,043.68	231.69%
\$1,783.33	\$1,583.30	\$72.91	\$1,656.21	\$3,439.21	219.93%
\$2,533.00	\$2,123.92	\$103.58	\$2,227.50	\$4,760.50	208.19%
\$4,033.00	\$3,182.04	\$164.91	\$3,346.95	\$7,379.95	196.44%
\$7,533.00	\$5,197.77	\$308.02	\$5,505.79	\$13,038.79	172.96%

*These are illustrative examples. Not all products or services are available in all stores. Due to risk based pricing, your cost may be higher or lower. You understand that APRS can be higher than indicated above. Additional eligibility requirements and terms may be required depending on location. You will review agreements for details specific to your transaction.

Consumer Reimbursement Obligation: If CSO pays Lender any amount under the Credit Enhancement for any reason, Consumer must reimburse CSO for all such amounts that CSO pays to Lender. If Consumer defaults on the Note from Lender, then CSO will be subrogated to all of the rights provided to successors and assigns in the underlying Note, and CSO may enforce, for CSO's benefit, the rights of the successors and assigns as though the underlying Note had not been paid: (a) against Consumer pursuant to the Note; (b) against any co-signers (if any) for the same Note; (c) against any interest in property securing the Note; and (d) against any other person whose conduct has made them liable to the Lender with respect to the default on the Note. If Consumer defaults, then CSO will be able to enforce the Note's terms against Consumer and be entitled to every remedy provided to a successor in the Note, including the rights to collect amounts that may accrue following default. CSO's right as a provider of a credit enhancement shall be in addition to, and not in substitution for, any other rights CSO may have, whether in law or equity or otherwise such as our rights as a holder, successor, an assignee, or otherwise.

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. Consumer has the right to proceed against the surety bond if damaged by CSO's violation of Texas Finance Code Chapter 393. The surety bond is also 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:
Atlantic Specialty Insurance Co
605 Hwy 169 North
Suite 800
Plymouth, MN 55441

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 prepayment 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 serves as a special limited agent for Lender. CSO will remit any Consumer payments to Lender that are made 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 Lender.

Communications with and about Consumer: Consumer authorizes CSO to: (1) call and email Consumer during reasonable hours to discuss the loan arranged by CSO during the term of the loan and following any default; (2) exchange non-public personal information about Consumer with Lender related to the services from CSO and Lender; and (3) communicate 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. d/b/a TitleMax, 2312 E Trinity Mills Rd, Suite 100, Attn: Legal; Carrollton, TX 75006. 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. d/b/a TitleMax, 2312 E. Trinity Mills Rd., Suite 100, 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

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. 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).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

I have a right to place a “security freeze” on my credit report, which will prohibit a consumer reporting agency from releasing information in my credit report without my express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in my name without my consent. However, I should be aware that using a security freeze to take control over who gets access to the personal and financial information in my credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application I make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, I have the right to place an initial or extended fraud alert on my credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If I am a victim of identity theft, I am entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which I have an existing account that requests information in my credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks (other than those identified above) b. 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 c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal credit unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 East Street SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission

	100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877)382-4357

Additional Texas Disclosures:

- **Information in the consumer's file is available for review: (A) 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 the consumer has been denied credit; and (B) for a minimal charge at any other time.**
- **Accurate information cannot be permanently removed from the files of a consumer reporting agency.**
- **Under 15 U.S.C. § 1681c(a), the Fair Credit Reporting Act consumer information becomes obsolete when it is over seven years old, with the exception of bankruptcies (which may be reported for ten years) and criminal convictions (which may be reported indefinitely). A consumer reporting agency is prevented from issuing a report containing obsolete information.**

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.