Thank you for applying for credit through our licensed loan office, regulated by the Department of Insurance – Industrial Loan Division. We will underwrite your loan in compliance with the Equal Credit Opportunity Act (EOCA) – and will adhere to the Fair Credit Reporting Act (FCRA) in all determinations and actions. In addition, if you chose the optional Electronic Funds Transfer (EFT) repayment option for your installments, this was not a condition of your approval or denial of credit. A Graham-Leach Bliley Act (GLBA) privacy notice will be remitted to you during your request for credit. The privacy notice will detail the methods you may use for opt out procedures of any future solicitations. The same notice will detail that we pay third parties for lead generation up to our current rate, we may disclose your information to affiliated companies to meet your requests, and maintain security procedures to safeguard any non-public information that you disclose.

All of these items will be given to you upon request and we will discuss any questions you may have concerning these forms and actions. We request signature(s) for disclosures concerning the GLBA, the optional EFT repayment, right to offset previous debt, and procedures for collection of payments including any NSF or Electronic Declination charges you may incur. You, the undersigned Applicant ("you" or "your"), have inquired about certain of our financial products and services and have expressed interest in establishing a customer/business relationship with Choice Loans of Georgia, Inc. and each of its affiliated corporations, and Choice Loans, Inc. (collectively, "Choice" or "we" or "our"). In order for "Choice" to process your application for our financial products and services, we require the following information from you, which you hereby agree to furnish to Choice in consideration of the products and services to be offered and (if your application is accepted) furnished by Choice to you. Based upon your request and inquiry, Choice has agreed to provide information to you about its financial products and services.

So that Choice can provide to you with updated information about its products and services, as changes occur in the future, you hereby consent to your receipt of periodic marketing information from Choice, whether communicated by means of your residential telephone, cellular telephone, email, facsimile, or a text message. An additional charge may be accessed to your account for such texts, emails, or calls by your communication vendors directly for such actions. You understand that you may revoke your consent at any time by providing written notice thereof to Choice at the following address: Attn: Compliance Officer, Choice Loans of Georgia, Inc., P.O. Box 492890, Lawrenceville, GA 30049.

Please do not continue or sign acknowledgement of these written or oral credit requests, if you have any questions! Please ask any questions or call our offices immediately at 678.720.9006 to discuss.

# **NSF and Electronic Declination Fee Agreement**

With respect to your attempted payment for any product or service offered by Choice (except for small loans, as explained below), if your check or other instrument is returned unpaid, we may elect to re-present the returned draft up to two more times. In

such event, you hereby agree that we may collect a non sufficient funds processing charge (NSF fee) from you in an amount not to exceed the maximum allowed by law for each and every time that we resubmit your initial check (or any subsequent check) for acceptance and it is returned unpaid as "NSF", to the extent that such fee is permitted by state law. Similarly, should we elect to process your payment by means of EFT or automated clearing house (ACH) and your electronic payment is refused, you hereby agree that we may charge your account an electronic declination fee, in an amount not to exceed the maximum allowed by State Law for each and every time that we submit your initial payment (or any subsequent payment) for acceptance and it is refused, to the extent that such fee is permitted by state law

# Right to Collect and Apply any Balances Owed Agreement:

To the extent permitted by law, you hereby authorize Choice to collect and remit any balances owed by you against your credit balances and assets maintained with Choice and further, you authorize Choice to contact persons having dealings with you and to obtain any needed credit reports, in connection with products or services requested by you or our collection of outstanding balances owed by you. In the absence of your prior written instruction, we will apply any payment received from you to any Choice entity with a negative balance showing on its books. If any balance remains on your account and you present another transaction or instrument of cash value (money, money order, check, draft, etc.) we can elect to deduct your previous balance from such transaction. You hereby authorize any transaction to deduct such previous balances with signature. Any payment received from you shall be applied first to unpaid interest, then to unpaid costs and fees, and then to any principal balance owed by you. You also authorize Choice to collect and remit payments that you owe to any company with which Choice has a collection and payment agreement, including but not limited to Atlanta Check Cashers, Inc., Raleigh-Durham Check Cashers, Inc., Super Auto Insurance Agency, Inc., and Orlando Financial Services, Inc.

# **Loan Applicant's Waiver of Privacy and Consent and Authorization**

The information that you (the undersigned Applicant) have provided in this application is complete and correct, and no material debts have been omitted. You acknowledge that Choice is relying upon the completeness and accuracy of the information submitted and that any intentionally false or misleading information may constitute an attempt to defraud Choice. You hereby authorize Choice to obtain, verify and confirm any information about you or your credit history and employment history from credit reporting agencies, your creditors, landlord, and other businesses or individuals, and from your current and former employers. You hereby consent to such persons' or entities' providing such information directly to Choice; and you hereby authorize Choice to furnish such information, as well as your repayment history with Choice, to those businesses with whom Choice believes that you have a credit account or are opening a credit account.

You understand that Choice may assign your contract, entered into by you, as a result of this application. You hereby agree that your signature on any Choice form or document, whether original or electronic, shall constitute your valid and legally binding

signature and that this signed form, if stored on electronic media, will have the same validity and legal effect as the original signed form.

# **Loan Proceeds to Purchase Optional Items**

If a loan is approved for you, you may elect to use a portion of the loan proceeds to purchase optional items. The items for which you request payment via disbursement from your loan are not a part of the loan charges, fees, or interest.

Note that if your loan application is approved you may receive your entire loan proceeds WITHOUT the purchase of any optional items. In other words, the purchase by you of any such optional item is not a pre-condition to the approval or the execution of your loan. Any purchase by you of such optional items may require that you complete additional applications, forms, and/or disclosures for such purchases. Purchase of optional items will be deducted from the loan proceeds and disbursed on your behalf. Different re-payment schedules may be offered if optional items are purchased and/or if optional EFT/ACH recurring payments are authorized which may suit your needs better. A loan may be approved even though the GILA Licensed Lender chooses to waive the purchase of Vendor Single Interest, Decreasing or Level Term Life Insurance, Accident & Health Insurance coverage, or any additional charges and/or recording fees.

However, the GILA Licenses Lender may REQUIRE that you purchase one or more of the preceding insurance policies as a pre-condition of your obtaining such loan, though you may be required to purchase one or more of such insurance policies. YOU ARE NOT REQUIRED to purchase them from the GILA Licensed Lender. You may purchase required insurance from any other source. However, you must list lender as loss payee and provide proof of such purchase to lender prior to the execution of the loan.

Choice Loans of Georgia, Inc. Privacy Policy (Last updated August, 2010)

This Privacy Policy explains the policy statement of Choice Loans of Georgia, Inc., (collectively, "Choice") with respect to your nonpublic personal information when you apply for and use the financial products and services offered by Choice. We are committed to protecting your privacy and the security of your nonpublic personal information. Because we recognize the sensitive nature of your nonpublic personal information, we take precautions to use it only in accordance with our strict guidelines.

We have prepared this Privacy Policy to explain what types of information we collect about you and under what circumstances we may share it with others. This Privacy Policy covers check cashing, money orders, money transfers, title pawn, insurance, tax preparation, refund anticipation loans, tax preparation bank products, bill payments, micro loans, bookkeeping, presentment loans, and all other similar financial services transactions that you conduct with Choice.

We hope that you will thoroughly review all of the details of our Privacy Policy, so that you will understand that Choice uses your nonpublic personal information responsibly and only in order to:

Provide you with the financial products and services that you have requested; Offer you information about other financial products and services provided by Choice; and

Allow you to conduct business with Choice with confidence and convenience.

In no event do we provide your account or nonpublic personal information to anyone outside of Choice for the purpose of independent telemarketing or direct mail marketing of any nonfinancial products or services. We also maintain physical, electronic, and procedural safeguards to guard against the unauthorized disclosure of this information. Only in extremely limited circumstances, outlined below, do we share your information with other financial services firms. All three Choice entities, however, do share your nonpublic personal information with each other in order to better serve your financial needs.

### Definitions.

For purposes of our Privacy Policy, we have used certain definitions throughout, as follows:

- We, our, us, and Choice means Choice Loans of Georgia, Inc.
- I, you, and your means the reader of this Privacy Policy, as well as any customer of Choice.
- Nonpublic personal information means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information may include, for examples, your personal information about your income, account history, or credit worthiness. Nonpublic personal information does not include any information that is available from public sources, such as telephone directories or government records.
- Affiliate means a company Choice owns or controls, a company that owns or controls Choice, or a company that is owned or controlled by the same person or company that owns or controls Choice. Ownership does not mean complete ownership but such term means enough ownership to have control. For purposes of providing this Privacy Policy, the three Choice entities are presented collectively..
- Nonaffiliated third party means a person not employed by Choice or by a company that is not an affiliate of Choice.

### Kinds of Information That We Collect.

Choice collects nonpublic personal information about you from the following sources:

From you when you apply to conduct check cashing, money orders, money transfers, title pawn, insurance services, tax preparation, small loans, tax preparation bank products, bill payments, bookkeeping, and other similar financial services transactions

with us. Choice may ask you to provide on applications and other forms information about your financial status, such as employment and income, as well as identifying information, such as your date of birth, address, telephone number, email address, and social security number.

From your transactions with us, our affiliates, and other parties, including the types of transactions and payment history.

From the bank where you maintain your checking account.

From consumer credit reporting agencies, including verification of your creditworthiness, and from persons we contact when we verify information that you provide on applications to conduct business with us, including your spouse, relatives, and employer.

### How We Use This Information.

We do not disclose any nonpublic personal information about you or our former customers to anyone, except as permitted by law. These permitted disclosures include the following:

Within the Choice Group of Affiliated Entities. We restrict access to your nonpublic personal information to those of our Choice employees who need to know that information to provide those products or services that you have requested. We train all of our employees about the importance of customer privacy and confidentiality. Our employee handbook instructs Choice employees to maintain the confidentiality of your nonpublic personal information.

In addition, we maintain physical, electronic, and procedural safeguards that comply with applicable federal standards to protect the privacy of your nonpublic personal information.

Companies With Whom Choice has Product or Service Agreements. In order to provide you with the financial products and services that you request or may find desirable, Choice will provide your nonpublic personal information to any nonaffiliated third party with whom Choice has an agreement to provide such products and services, as follows.

For example, Choice and NetSpend Corporation ("NetSpend") have an agreement to offer our customers a prepaid cash-based debit card issued by selected national banks,, because we view the prepaid debit card as a financial product that our customers need and expect Choice to provide. Therefore, we work closely with NetSpend to make this prepaid debit card available to you, which requires that we provide NetSpend with your nonpublic personal information that we collect from you on applications for the prepaid debit card.

In addition, Choice and MB Financial Bank have an agreement to offer our customers "Secure Check" for distribution of a customer's federal benefits.

Also, pursuant to our refund anticipation loan agreement with selected national banks, Choice will provide selected national banks with your nonpublic personal information, which we collect from you, regarding such matters as your income, expenses, and potential income tax liabilities.

Further, Choice and Money Gram International ("Money Gram") have an agreement by which Money Gram will make money transfer services available to our customers. Pursuant to this agreement, Choice will provide your nonpublic personal information to Money Gram, which we collect from you, on the send, receive, and other Money Gram forms used to initiate and complete these transfers.

Another example, Choice has producer contracts with numerous insurance carriers, Motorist Protection Plan ("MPP") companies, and a third party software provider agreement with AccuAuto. These various insurance carriers, MPP companies, and AccuAuto need access to your nonpublic personal information, vehicle identification numbers, and driving record information, in order to search for the best price to place your auto insurance coverage and MPP benefits, if you so request these services and products.

Choice has contractual relationships with several bill payment companies. The bill payment services offered by these companies include Global Express Bill Payment Services, IPP Bill Payments, Check Free Bill Payments, Money Gram Bill Payments, and Western Union (Convenience Pay) Bill Payments. We will accept your bill payment in cash and will then transfer such amount to one of these bill payment companies, which may request certain of your nonpublic personal information, including a vendor/customer account number, your name, address, and at times your telephone number, in order to post your bill payment correctly to your account.

B-Smart Communications, Inc. ("B-Smart") has a service contract with Choice, which helps us maintain contact with you and our other customers, thereby allowing us to market our new or existing service offerings to you. We provide B-Smart with your name and telephone number in order for B-Smart to initiate a telephone call to you to market a new service or communicate the status of an existing service offered by us.

Choice offers travel services to its customers through YTB International, Inc. ("YTB"). YTB operates through three related travel companies: YourTravelBiz.com, Inc., YTB Travel Network, Inc., and REZconnect Technologies, Inc. YourTravelBiz.com focuses on marketing online travel services websites through a nationwide network of independent business people, known as 'Reps.' YTB Travel Network establishes and maintains travel vendor relationships, processes travel transactions of online travel agents and affiliates, provides online booking systems, collects travel commissions and pays travel commissions. Each travel agent directs customers to the YTB travel website. REZconnect Technologies, Inc. operates a franchise chain of travel agencies and also acts as a host agency for traditional brick and mortar travel companies. Any one of these YTB-related companies will request your name, address, and telephone number

from us in order to assist you with your travel plans within a budget that meets your particular needs.

Each of the above listed companies, with whom Choice maintains product or service agreements, has agreed to strictly safeguard the confidentiality of your nonpublic personal information. These companies are not permitted to share your nonpublic personal information without the permission of the particular Choice entity with which you are conducting financial transactions, except as otherwise required by law.

### **Companies With Which You Ask Us to Share Information.**

You may grant permission to Choice to share your nonpublic personal information with other companies. If you grant such permission, it will only apply to the specific program or programs you consent to. If you have previously requested that we block the sharing of your nonpublic personal information, that request will remain in place for all other situations.

### **Outside Service Providers.**

At times, we have arrangements with companies, which provide products and services essential for the delivery of our services to you. For example, we work with data processing, computer programming, and computer software firms to ensure that our computer systems function properly. We also engage a third party to assist us in conducting federally mandated comparisons of prospective customers with the U.S. government's lists of terrorists and other Specially Designated Nationals. These firms perform their services at our direction and, as permitted by law, we share customer nonpublic personal information with these companies, as necessary, to permit them to perform these required services. As with all of our business partners, these companies are required to safeguard your nonpublic personal information and use it only for authorized purposes.

# **Consumer Credit Reporting Agencies and Other Creditors.**

It is standard industry practice and within federal and state laws to provide your nonpublic personal information, including your repayment transactions and defaults, to consumer credit reporting agencies and other creditors.

### **Courts and Government Bodies.**

Federal and state laws may require us to share your nonpublic personal information. For example, if you are involved in a legal matter with another party, we may be ordered to provide your nonpublic personal information to a court, attorney, or other party. In these circumstances, only that portion of your nonpublic personal information required by law, subpoena, or court order will be provided.

### **How to Contact Choice About Our Privacy Policy.**

If you have any questions about the Privacy Policy of Choice, which includes Choice Loans of Georgia, Inc., you may write to the Compliance Officer for all four Choice entities at Choice Loans of Georgia, Inc., P.O. Box 492890, Lawrenceville, GA 30049.

# **How to Contact Choice Using Our Opt-Out Procedures.**

Federal law gives you the right to limit how we share your nonpublic personal information for marketing purposes. By opting out, you are instructing Choice not to share your nonpublic personal information with our affiliates and nonaffiliated third party business partners for marketing purposes. Please note that by opting out of receiving future marketing information, you may not opt-out of receiving notices from Choice regarding payment information and service to your existing account. Further, note that any such service notice from Choice may include a listing of all services that we provide and affiliates within the Choice family of companies. And so long as you are a customer of Choice, we will continue to use nonaffiliated third parties, such as banks and tax software companies, in order to provide to you the financial products and services that you may request in accordance with the procedures and for the purposes described in our Privacy Policy.

If you decide to opt out, we offer you three convenient ways to do so. You may contact us by: (1) telephone at 678-407-4000; (2) U.S. Mail at Choice Loans of Georgia, Inc. P.O. Box 492890 Lawrenceville GA 30049 Attention: Compliance Officer.

Please list your full name, cell phone number, home phone number, mailing address, date of birth, and the last 4 digits of your social security number when writing: (3) visiting us at <a href="https://www.gomoneycenter.com/optout">www.gomoneycenter.com/optout</a>. We will honor your opt-out choice until you instruct us to change it. Therefore, if you have opted out previously, you do not need to do so again.

Revised 2-28-13