

CO-BROWSE TERMS AND CONDITIONS

Last update: May 8, 2023

Questions?

Ally Auto - 1-877-925-2559
Ally Bank - 1-877-247-2559
Ally SmartAuction - 1-877-273-5572

By clicking the "Agree and Start Session" button on your screen or otherwise accessing and using the CoBrowse Service ("Service"), you authorize Ally Financial Inc., direct and indirect subsidiaries and affiliates ("Ally", "we", "us", or "our") and our Ally Support Associates ("ASA") to view and access your web session using third-party software and services ("Service") and you agree to be bound by these CoBrowse Service Terms and Conditions ("Terms and Conditions").

If you do not agree with these Terms and Conditions, do not use the Service. You should review the Terms and Conditions before using the Service.

You may end the current session at any time by clicking on the X in the CoBrowse frame or closing your browser window.

1. The Co-Browse Service

You agree and understand that through the Service, Ally and its ASAs can view and access your active web session along with you in order to provide you with live assistance to address your customer service inquiry. You acknowledge that the Service may be provided to you by Ally and/or its vendors. Ally and its ASAs will have limited access through the Service to view and access your web session on ally.com or for SmartAuction users on www.smartauctionlogin.com.

You may end your current use of the Service at any time by clicking on the X in the CoBrowse frame. Your current session will automatically terminate at the end of your call with an ASA if neither you nor the ASA ended the session prior to ending your call.

2. Authority and Capacity

You represent, warrant and covenant that you: (i) are a legal resident of the fifty (50) United States or the District of Columbia, (ii) are at least 18 years old and have every right to contract in your own name, and (iii) have the power, authority and capacity to agree to these Terms and Conditions. By using the Service, you signify you meet all of the foregoing criteria, and agree any action taken by you on the Service shall be deemed an action taken on your own behalf.

3. Use of the Service

You agree to only use the Service with the interfaces and servers provided on or through the Service. You agree to only use the Service in accordance with these Terms and Conditions and applicable laws and regulations.

You agree not to use the Service to the extent doing so would result in your breach of an obligation to a third party (e.g. your employer prohibits use of such a service on its equipment or through its network). You agree that any information you provide to Ally during or through your use of the Service will be true, accurate, current and complete at the time you provide it, and that you will update such information to keep it true, accurate, current and complete. Ally is under no obligation to validate any information that you provide while using the Service.

4. Additional Terms

In addition to these Terms and Conditions, your use of the Service, and any information collected from or about you during or through your use of the Service, is subject to the Ally Online Privacy Policy, or for SmartAuction users accessing the Service through www.smartauctionlogin.com, the Ally SmartAuction Online Privacy Notice. These Terms and Conditions are in addition to your [Ally Bank Online Banking Services Agreement](#) ("OBSA") and [Ally Auto Online Servicing Terms of Use](#) ("AAOS"), and [SmartAuction Terms of Use](#) ("SmartAuction TOU"). In the event of a conflict between these Terms and Conditions and any of our other agreements, the other agreements shall control.

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5. Third Party Software, Hardware and Services

You are responsible for all your and any third-party software, hardware and services used in connection with the Service. Any third-party software, hardware or services (whether required or optional) that you use in conjunction with the Service, are the sole responsibility of you and/or such third party, and your use of such third-party software, hardware or services is subject to the terms, conditions, warranties and disclaimers provided by such third party, and not these Terms and Conditions.

6. Changes to the Service/Violation of Terms and Conditions

You agree that the form, nature, features and functionality of the Service may change from time to time, on both a continuous and intermittent basis, without prior notice to you. We may suspend or discontinue the Service at any time in our sole discretion.

If we have reason to believe you have violated these Terms and Conditions or any applicable law or regulation, we may refuse you access, or suspend or terminate your access, to the Service or any of its resources without notice and/or take other remedial actions.

7. Unauthorized Access/Use and Fraud Investigations

To the extent your use of the Service requires a username, password or other account information or credentials for access, you are solely responsible for all activity occurring under those credentials, and are prohibited from sharing or disclosing them. Therefore, you are solely responsible for safeguarding your access credentials at all times. You should log out of your account at the end of each usage session. You may not impersonate others and you must not allow others to impersonate you or others, or otherwise use your credentials to gain access to the Service and/or your account.

You must promptly notify us of any unauthorized use of the Service with your information or credentials or any other breach of security you become aware of involving or relating to this Service. We have the right to interrupt or restrict use or access to the Service, without notice to you, if we suspect fraudulent or abusive activity. You shall cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to cooperate will result in your liability for all fraudulent usage.

8. No Warranties

THE SERVICE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ALLY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. ALLY FURTHER DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, SUITABILITY, TIMELINESS, AND PERFORMANCE OF THE LICENSED SOFTWARE. ALLY CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICE. ALLY IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CAPABILITY OR CONTENT OF ANY THIRD PARTY SITE OR CONTENT ACCESSED IN CONJUNCTION WITH THE SERVICE. THE SERVICE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS, AND ALLY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ALLY BE LIABLE TO YOU ON ACCOUNT OF OUR PROVISION, OR YOUR USE OF, THE SERVICE. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, (EVEN IF ALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTIVITY PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER OR YOUR ACCESS IS INTERRUPTED), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. FURTHERMORE, THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR THE INTERRUPTION,

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SUSPENSION, OR DISCONTINUATION OF THE SERVICE (INCLUDING WITHOUT LIMITATION SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF ALLY AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES AND VENDORS UNDER OR IN RELATION TO THESE TERMS AND CONDITIONS TO YOU EXCEED ONE HUNDRED U.S. DOLLARS (US\$100.00). SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU

10. Changes to Terms and Conditions

We may change these Terms and Conditions from time to time by posting a revised version of these Terms and Conditions on ally.com or by any other method as permitted by law. Use of the Service after changes have been made to these Terms and Conditions constitutes acceptance of such revised Terms and Conditions. You should regularly review these Terms and Conditions for any changes or additional terms.

11. Miscellaneous

Section headings are for reference only and shall not be used in the interpretation of these Terms and Conditions.

Your use of the Service is subject to all applicable federal, state and local laws and regulations. These Terms and Conditions and your use of the Service shall be governed by the laws of the state applicable to your online service agreement.

Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Ally. Sections 8 and 9 will survive any termination or expiration of these Terms and Conditions.

You shall not assign any of your rights or obligations in these Terms and Conditions, without our prior written approval.

These Terms and Conditions constitute the entire agreement between you and Ally with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.