

## **Terms of Use for Ally's Dealer Locator Tool effective as of August 18, 2014**

**General.** Ally Financial, Inc. ("Ally") is pleased to offer access to a proprietary dealership locator tool to help users find dealers ("Locator Service"). Ally's provision of any dealership location information, directions, maps, addresses, hours of operation and other related information ("Data") through use of the Locator Service is subject to these terms of use ("Terms of Use") as set forth below.

**PLEASE READ THE TERMS OF USE CAREFULLY. BY USING THE LOCATOR SERVICE, YOU INDICATE THAT YOU AGREE TO BE BOUND BY THE TERMS OF USE DISCLOSED BELOW.**

**Use of Locator Service / Limitations.** The Locator Service may include Data that is out of date, incomplete or otherwise incorrect, or it may omit Data that you consider relevant to your search. For example: dealerships may not be listed in an order you consider most convenient for you; directions may not provide the shortest route or may specify routes that require you carefully navigate them, paying attention to safety rules and rules of the road; a dealership may be in a location considered by you or others to be dangerous or undesirable; (with similar limitations, collectively, "Data Limitations"). We will not be responsible for any Data Limitations, and we do not and cannot guarantee that you will not encounter Data Limitations in connection with your use of the Locator Service.

**Use of Current Location.** By choosing the "use current location" option, you consent to Ally's use of your location information for the Locator Service.

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**Disclaimer of Warranties.** THE LOCATOR SERVICE IS PROVIDED AS A CONVENIENCE TO USERS AND YOU EXPRESSLY AGREE THAT THE USE OF THE LOCATOR SERVICE IS AT YOUR SOLE RISK. THE LOCATOR SERVICE, INCLUDING TEXT, IMAGES, LINKS, DATA, AND OTHER INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALLY DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE INFORMATION, DATA, AND MATERIALS RELATED TO OR SET FORTH WITHIN THE LOCATOR SERVICE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS THEREON. ALLY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) OF SAFE USE; (VII) THAT THIS WEB SITE OR THE LOCATOR SERVICE WILL OPERATE ERROR FREE, FREE OF VIRUSES OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THIS WEB SITE OR THE LOCATOR SERVICE WILL BE CORRECTED, IRRESPECTIVE OF WHETHER FEEDBACK IS PROVIDED; OR (VIII) THAT THE LOCATOR SERVICE WILL BE AVAILABLE. ALLY'S MODIFICATIONS OF THE LOCATOR SERVICE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS.

**Limitation of Liability.** UNDER NO CIRCUMSTANCE SHALL ALLY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING PHYSICAL OR EMOTIONAL DAMAGES) RELATED TO THE LOCATOR SERVICE HOWSOEVER CAUSED, WHETHER ARISING UNDER THESE TERMS OF USE OR OTHERWISE, EVEN IF ALLY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE USE OF THE LOCATOR SERVICE. CERTAIN STATE LAWS DO NOT ALLOW

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**Indemnification.** You agree to indemnify, defend and hold Ally, its affiliates and respective directors, officers, employees, agents and third party licensors and service providers harmless from and against any and all action, cause, claims, losses, demand or liability, suits, damages and disputes, including attorneys fees, arising out of or related to (a) your use (or misuse) of the Locator Service, (b) your breach of these Terms of Use, or (c) your violation of any law or the rights of a third party.

**Feedback.** Any comments or materials (collectively "Feedback") received by Ally from you (including questions, suggestions, ideas, comments, know-how, techniques or criticisms) are non-confidential and shall become Ally's property upon receipt. Ally has no obligation to keep Feedback confidential or to make corrections based on Feedback or to otherwise respond to or utilize Feedback. However, at its option, Ally freely may use, edit, alter, copy, reproduce, disclose, display, publish, remove, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit such Feedback and/or incorporate such Feedback, in part or in whole, into any form, technology, or medium throughout the world, on an unrestricted basis for any purpose. To the extent needed, you grant Ally a perpetual, nonexclusive, royalty-free, irrevocable, and transferable right and license to do so, and you acknowledge and agree that Ally is free to use any ideas or concepts contained in such Feedback without further attribution, compensation, or notice to you.

**Amendment.** Ally shall have the right, at any time without notice, to add to or modify these Terms of Use, simply by posting such amended terms herein and updating the effective date, above. Your use of the Locator Service after such date of the amended Terms of Use shall be deemed to constitute acceptance of such amended terms.