ally

Straightforward.

Deposit Agreement

The Details

Deposit Agreement.
Effective June 18, 2011

Ally Bank — Member FDIC

INTRODUCTION

Welcome to Ally Bank. We're glad to have you with us.

We've created this booklet to give you information about banking with us. Since we don't hide behind disclaimers or fine print, we've spelled out our policies, information and legal statements as simply as possible. We hope you find it helpful.

Please read and keep this Deposit Agreement. If you need another copy of this booklet or if you have any questions, you can speak directly with Customer Care by calling 877-247-ALLY (2559) 24 hours a day, 7 days a week, or visit allybank.com.

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I. DEPOSIT AGREEMENT AND DISCLOSURES

A. Our Agreement

When we say “Ally,” it means Ally Bank. If you see the words “we” “us” or “our,” we are talking about Ally Bank. When you see the words “you” and “your,” we mean each person who owns an account or a trustee who can manage an account. When you see the word “Agreement,” we are referring to this Deposit Agreement.

B. Account Basics

1. Opening an Account

- For All Accounts: Anyone who is a citizen or a legal permanent resident of the United States (U.S.), is at least eighteen (18) years old and has a Social Security number and U.S. address (not just a P.O. box) can open an account.
- Additional Rules for Interest Checking Accounts: Interest Checking accounts are only available to consumers for personal, family and household purposes. You may not use an Ally checking account that earns interest for business purposes.
- Credit Reports and Other Inquiries: We may use credit reports or other information from third parties to help us determine if we should open your account.

2. What Types of Accounts Can Be Opened

Ally offers Interest Checking, Money Market, Online Savings, Certificates of Deposit, Individual Retirement Account (IRA) Certificates of Deposit and IRA Online Savings Accounts.

These accounts can be opened at allybank.com, by calling the Customer Care Center at 877-247-ALLY (2559) or by mail (Ally Bank, P.O. Box 951, Horsham, PA 19044).

- Interest Checking —This account allows you to make deposits by check, Automated Clearing House (ACH) transfer or wire transfer. You can make withdrawals by debit card through ATMs and cash back at retail locations, ACH transfer, wire transfer or through unlimited check writing. You may also make purchases at merchants who accept debit cards in accordance with the Debit Card Agreement and Disclosure, provided with your debit card. Our Online Bill Pay service is available to make payments in accordance with the Ally Online Banking and Bill Pay Service Agreement. You may also transfer funds to other Ally accounts you own.
- Money Market Account —This account allows you to make deposits by check, ACH transfer or wire transfer. You can make withdrawals by debit card through ATMs and cash back at retail locations, ACH transfer, wire transfer or by writing a check. You may transfer funds to other Ally accounts you own. You may also make purchases at merchants who accept debit cards in accordance with the Debit Card Agreement and Disclosure, provided with your debit card. Limits apply to certain types of withdrawals and transfers from your account. See Notice of Withdrawal; Limits on Withdrawal, Section I.C.10, for details. You can make up to six (6) withdrawal and/or transfer transactions in a statement cycle without charge. Also, we do not charge for withdrawals and transfers that are not subject to withdrawal limits, as described in Notice of Withdrawal; Limits on Withdrawal, Section I.C.10.
- Online Savings Account — This account allows you to make deposits by check, ACH transfer or wire transfer, but differs from our Money Market account in that you do not have access to your account via checks or debit card. You can make withdrawals by ACH transfer or wire transfer. You may also transfer funds to other Ally accounts you own. Limits apply to certain types of withdrawals and transfers from your account. See Notice of Withdrawal; Limits on Withdrawal, Section I.C.10, for details. You can make up to six (6) withdrawal and/or transfer transactions in a statement cycle without charge. Also, we do not charge for withdrawals and transfers that are not subject to withdrawal limits, as described in Notice of Withdrawal; Limits on Withdrawal, Section I.C.10.
- Certificate of Deposit — This account allows you to make your deposit by check, ACH transfer or wire transfer. With this account, while an actual certificate is not issued, you will receive a funding letter with all the pertinent information about the certificate of deposit (CD). Except for the Ally No Penalty CD, if you need your funds before the end of the term, your CD is subject to a 60-day interest penalty that is described in More About Certificates of Deposit and IRA CDs, Section I.B.6.
- Individual Retirement Accounts – This account allows you to make deposits by check or wire transfer. Ally offers Traditional, Roth, and Simplified Employee Pension (SEP) IRAs in a variety of deposit product types. While this Agreement describes the features of the deposit product types offered as IRAs, please be certain to review the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit for important information on the different types of IRA Plans. Ally Bank does not provide tax advice. You should consult your tax professional regarding your IRA.
    - Ally IRA Online Savings Accounts are subject to limits on withdrawals and transfers as more fully described in Section I.C.10, Notice of Withdrawal; Limits on Withdrawal and to additional limitations, as described in the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit.
    - Ally IRA CDs are subject to an early withdrawal penalty of 60 days of interest as described in More About Certificates of Deposit and IRA CDs, Section I.B.6. and additional limitations, as described fully in the Custodial Account Agreement and Disclosures Statement provided at the time of your IRA application and in the Welcome Kit you receive shortly after account opening.

3. How Accounts Can Be Owned

Ally deposit accounts can be held in the types of ownership described below.

- Individual Account — This account is owned by only one person who can deposit, transfer or withdraw funds. IRAs may only be held as individual accounts.
- Joint Account — This account is owned by two or more people. Each joint owner on this account enjoys full access to it and agrees each owner can make a deposit, transfer or withdraw funds, and may close the account. All joint accounts are presumed to be joint accounts with right of survivorship. This means that if one owner dies, the account will belong to the survivor(s). If we provide notice to one joint owner, all joint owners are deemed to have received notice.
- Payable on Death (POD) or “In Trust For” (ITF) Account — These accounts may be opened as an individual or as a joint account and allow you to designate a beneficiary or beneficiaries who will receive the funds in your account at your death, without a trust document. If there are joint owners on the account, the funds will be paid to the beneficiary or beneficiaries at the last surviving joint owner’s death. The law of the state in which you reside may restrict these accounts, and we make no representations as to whether the designation of an account as POD or ITF will comply with applicable law. You are solely responsible for making sure the account is properly titled and that it meets any other requirements of your state.

- Transfers to Minors Account — This account cannot be opened online. It is commonly referred to as a "Custodian Account," and usually is subject to a state law called the Uniform Transfers (or Gifts) to Minors Act. Funds deposited to these accounts are a gift and belong to the minor. You act as the custodian of the funds and are the only person authorized to act on the account. As custodian, you must abide by applicable law, and must notify us in writing immediately at the time the minor reaches the age of majority, as defined by the state in which the minor resides, or, upon the death of the minor. Once a deposit account is opened as an individual or joint account, you may not convert such deposit account to a Transfers to Minors account.
- Trust Agreement Account — This account cannot be opened online. It is opened under a legal trust agreement and managed by one or more trustees. Legal trust documents are required to open this account. The following rules apply to Trust Agreement Accounts:
  - Deposit accounts cannot be converted to Trust Agreement Accounts. You must close your existing deposit account and open your new Trust Agreement Account.
  - Once a Trust Agreement Account is approved, if you desire to use current funds in a CD account at Ally Bank to fund the Trust Agreement Account, you must close the CD account. Early withdrawal penalties will apply, unless the CD is a No Penalty CD or the CD is within the Grace Period. Once the CD is closed, you may deliver the funds to the Trust Agreement Account. Other accounts, including Money Market Accounts and Online Savings Accounts, may be used to fund Trust Agreement Accounts once the Trust Agreement Account is approved.
  - Revocable Trusts where the Trustor(s)/Settlor(s) is also the sole Trustee(s), may establish Trust Agreement Accounts for CDs, Online Savings Accounts, Money Market Accounts or Interest Checking Accounts. Such Revocable Trust Agreement Accounts may have checks and debit cards for Money Market Accounts and Interest Checking Accounts. Interest Checking Accounts may also utilize our Online Bill Pay Service. No other Trust Agreement Account types may utilize our Online Bill Pay Service. All other Trust Agreement Account types are limited to CDs or Online Savings Accounts and are not eligible for check- writing privileges, debit cards or our Online Bill Pay Service.

4. How Interest Is Calculated

Interest begins to accrue on your account on the Business Day that we receive your deposit.

Interest will be compounded on a daily basis. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal and interest that has been accrued to the account each day. The daily periodic rate is calculated by dividing the interest rate by three hundred sixty-five (365) days, even in leap years.

Money Market, Interest Checking, Online Savings Accounts and IRA Online Savings: We monitor and review market and business conditions and, at our sole discretion, we may change the interest rate on your account at any time. We may change the interest rate without notice or limit.

Interest rates on Interest Checking are tiered. A tier is a range of account balances. The interest rate we pay is according to the tier in which your end-of-day balance falls.

Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

5. How Interest Can Be Paid

- CD Accounts: Annually or at maturity, we will automatically credit the interest accrued on, but not withdrawn from, your CD to the principal amount. You may also choose to have your accrued interest paid to you by check, or transferred to another account, on a monthly, quarterly, semi-annual or annual basis. The stated Annual Percentage Yield (APY) assumes that accrued interest will remain on deposit for the term of the account. Withdrawal of interest will reduce earnings.
- Money Market, Interest Checking, and Online Savings Accounts: Interest will be credited to your account every statement period. If you close your account before interest is credited, you will receive the accrued interest to date.
- IRAs:
  - IRA CD Accounts: Annually or at maturity, we will automatically credit the interest accrued on, but not withdrawn from, your IRA CD to the principal amount. The stated APY assumes that accrued interest will remain on deposit for the term of the account. Withdrawal or disbursement of interest will reduce earnings.
  - IRA Online Savings: Interest will be credited to your account monthly and will be disclosed on your statement. If you close your account before interest is credited, you will receive the accrued interest to date.
  - You may request monthly, quarterly, semi-annual or annual interest for a normal or qualified distribution from your IRA CD accounts when you reach the age of 59½ by completing a Request for Distribution Form. Please consult your tax professional.

6. More About Certificates of Deposit and IRA CDs

- Interest Rate – New Accounts
  - CDs: If you fund your CD within the period in which the Ally Ten Day Best Rate Guarantee applies (see below), the interest rate that we pay on your CD is the highest interest rate that is in effect for your term during the ten-day period and is fixed until the first maturity for the term you select. If you fund your CD after the Ally Ten Day Best Rate Guarantee period, your interest rate and APY will be the interest rate and APY effective on the day and at the time your funds are deposited to your account. If you have a Raise Your Rate CD, then you have the opportunity to increase your interest rate during the term, as described below.
  - IRA CDs: Your interest rate will be the highest rate we offer on the day you open or the day you fund your IRA CD. If you have an IRA Raise Your Rate CD, then you have the opportunity to increase your interest rate during the term, as described below.
- Interest Rate – Renewals
  - CDs: At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY we pay on your renewing CD is the highest rate and APY that is in effect for your CD term during the ten-day period beginning on the CDs maturity date.
  - IRA CDs: At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY we pay on your renewing IRA CD is the highest interest rate and APY that is in effect for your IRA CD term during the ten-day period beginning on the maturity date.
- Renewals —CDs and IRA CDs will automatically renew at maturity for the same term. If your product is no longer available, we will inform you at maturity of your CD or IRA CD and renew your account into a CD or IRA CD that is closest in duration to, but may be longer than, your current CD or IRA term, unless you direct us otherwise.

- Grace Period — You have ten (10) calendar days, beginning with the maturity date, to withdraw funds without an early withdrawal penalty. We call this the Grace Period. Interest will accrue during the Grace Period; however, such interest will not be paid if the funds are withdrawn during the Grace Period. For IRA CDs, you may be subject to IRS penalties for any distribution and should consult your tax professional.
- Ally Ten Day Best Rate Guarantee —
  - o CDs. When you fund your Ally CD on the day you open the account or on one of the next nine (9) calendar days, you automatically get the highest interest rate and APY we offer for the applicable term and product during that ten (10) day period. Deposits made by ACH transfer or wire transfer from non-Ally accounts typically take 3 to 4 business days to process. Deposits made by mail may take up to 5 business days to process. Please allow enough time to make sure your deposit is received by Ally within the ten day time frame to receive Ally's Ten Day Best Rate Guarantee. If you fund your CD after the ten (10) day period, your interest rate will be the rate available on the date and time the funds are deposited to your account. When you renew a CD, you automatically get the highest interest rate and APY we offer for the applicable term and product during the ten (10) day period beginning on the maturity date of your CD.
  - o IRA CDs. The Ten Day Best Rate Guarantee does not apply when opening an Ally IRA CD. You will, however, receive the highest rate and APY offered for the term of your IRA CD on the day you open your IRA CD or the day you fund your IRA CD. At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY we pay on your IRA CD is the highest interest rate and APY that is in effect during the ten-day period beginning on the maturity date. If you wish to contribute or add funds to your IRA CD during the grace period, please note deposits made by mail may take up to 5 business days to process.
- Raise Your Rate – With our Raise Your Rate 2-Year CD, Raise Your Rate 4-Year CD, IRA Raise Your Rate 2-Year CD or IRA Raise Your Rate 4-Year CD, your interest rate and APY may change at your request.
  - o You can call us or log into your Account to chat with us online or click the link on the Account Details page in Online Banking to request an interest rate and APY increase for your Raise Your Rate 2-Year CD or IRA Raise Your Rate 2-Year CD one (1) time during your term or for your Raise Your Rate 4-Year CD or IRA Raise Your Rate 4-Year CD two (2) times during your term. You may raise your interest rate and APY to Ally's current rate for your product type and term as described above.
  - o Please do not request an interest rate and APY increase by external email or secure email in Online Banking as we will not honor or fulfill a rate increase requested via email.
  - o We will raise your interest rate and APY to the highest rate we offer on the day you request the increase, provided such request is made by 11:00 PM ET, and such rate increase shall be effective the following calendar day. Rate change requests received after 11:00 PM ET may not be processed until the following calendar day.
  - o Note that when you request your rate increase online, the confirmation screen will confirm the effective date of the change.
  - o With the Raise Your Rate 2-Year and Raise Your Rate 4-Year CD, you still get the separate benefit of the Ten Day Best Rate Guarantee at account opening and maturity only. With the IRA Raise Your Rate 2-Year CD or IRA Raise Your Rate 4-Year CD, you will receive the highest rate and APY on the day you open or fund your IRA Raise Your Rate 2-Year or IRA Raise Your Rate 4-Year CD.
  - o The Ten Day Best Rate Guarantee does not apply to rate increases.
- Early Withdrawals —
  - o CDs. You may not make a partial withdrawal of funds you deposit in a CD prior to the maturity date. If you withdraw all of the funds you have deposited in a CD prior to the maturity date, we will close your CD, add the accrued interest to date to the balance and impose a penalty on your early withdrawal. The penalty imposed will equal sixty (60) days of interest. This penalty does not apply in the case of death, disability or legal incapacity of any owner, or in the case of the Ally No Penalty CD, which does not allow withdrawals on the date you fund your account or during the first six (6) days following the date you fund your account (except for the death, disability or legal incapacity of any owner). If you have a Raise Your Rate CD, the 60-day interest penalty will be calculated using the interest rate that applies to your Raise Your Rate CD at the time of your early withdrawal.
  - o IRA CDs. Generally, you may not make a partial withdrawal of funds you deposit in your IRA CD prior to the maturity date. If you withdraw all of the funds you have deposited in your IRA CD prior to the maturity date, we will close your IRA CD, add the accrued interest to date to the balance and impose a penalty on your early withdrawal. The penalty imposed will equal sixty (60) days of interest. This penalty does not apply in the case of death, disability or legal incapacity of any owner, or, in the case of a required minimum distribution (RMD), you may withdraw the amount of the RMD without incurring an early withdrawal penalty. If you have an IRA Raise Your Rate CD, the 60-day interest penalty will be calculated using the interest rate that applies to your IRA Raise Your Rate CD at the time of your early withdrawal. Additional rules and limitations may apply to IRA CDs. For more information, please see the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in your Welcome Kit.
- Withdrawals at Maturity — Please notify us before your maturity date or before the end of your Grace Period if you do not want your CD or IRA CD to renew automatically. You may withdraw principal and/or interest from your CD or IRA CD during the Grace Period without penalty, but if you do so, you will not receive interest that would accrue during the Grace Period on the amount you have withdrawn. Internal Revenue Service (IRS) penalties may also apply to IRA CD withdrawals or distributions. See your Custodial Account Agreement and Disclosure Statement for details. For IRA CDs you may also be required to complete the appropriate Distribution Form if you do not allow your IRA CD to automatically renew.

7. Power of Attorney

Excluding IRAs, you may give another person authority to make transactions on your account by giving a power of attorney (called an "attorney in fact"). Adding an attorney in fact to your account cannot be done online. We may refuse to add an attorney in fact to your account if the power of attorney document does not meet our requirements. Once a power of attorney is accepted, we may continue to allow your attorney in fact to make deposits, withdrawals or other transactions until the death of the account owner or we receive written notification that the power has been revoked or terminated.

8. Withholding and IRS Reporting

a. IRS Reporting. We are required by the IRS to have a valid Social Security number for each owner on an account to correctly report interest earned and for other IRS tax reporting purposes. To meet that requirement, we ask you to certify your Social Security number on the Signature Card, if you are opening a CD, Interest Checking Account, Money Market Account or Online Savings Account or to verify your Social Security number on the IRA Application to Participate, if you are opening an IRA CD or an IRA Online Savings Account. The Signature Card or the Application to Participate will be included with your Welcome Kit, or if you applied for your IRA online, you will verify your Social Security number during the online process.

b. Withholding. **If you do not sign and return the Signature Card for your CD, Interest Checking Account, Money Market Account or Online Savings Account to us promptly, we will withhold, in accordance with IRS requirements, a specified percentage of the taxable interest that we pay to you.** This is commonly referred to as "backup withholding." Backup withholding may not apply to IRAs.

C. General Rules Governing Deposit Accounts

All of our actions relating to your account, including this Agreement, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Utah. Any lawsuit regarding your account must be brought in a proper court in the State of Utah. If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement.

1. Deposits/IRA Contributions

a. You can make deposits in any of these ways:

- Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101. (Please use your personalized deposit slips, make the check payable to "Ally Bank" and ***please DO NOT send cash – we will NOT accept cash***.)
- ACH transfers.
- Wire transfers (please see Wire Transfer Terms, Section IV).
- Submit a check image using Ally eCheck Deposit (please see Ally eCheck Deposit Terms, Section III).

b. You can make IRA contributions in any of these ways:

- Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101. (Please use the form applicable to the type of deposit you are making, for example, an IRA Contribution Form, a Transfer Request form or Rollover Election form, make the check payable to Ally Bank FBO {account owner's name as it appears on the IRA Plan} and ***please DO NOT send cash – we will NOT accept cash***.)

  You can make contributions from your non-IRA Ally Bank Account by calling us at 877-247-ALLY (2559) and providing a signed and completed IRA Contribution Form.
- Wire transfers (please see Wire Transfer Terms, Section IV).

(i) For any contribution that is intended to be applicable to the previous tax year, such contributions must be received by Ally no later than 5:00 PM ET or the envelope must be postmarked on the IRS tax filing due date.

(ii) For Simplified Employee Pension Accounts contributions may only be made by an employer and not by the employee. IRS Form 5305SEP must accompany the initial contribution made by your employer.

c. Deposits made by ACH transfers or wire transfers from non-Ally accounts typically take 3 to 4 business days to process. Deposits made by mail may take up to 5 business days to process. If your account is eligible for Ally's Ten Day Best Rate Guarantee, please allow enough time to make sure your deposit is received by Ally within the ten day period.

2. Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship.

3. Authorized Signatures and Endorsements

To determine the authenticity of signatures and whether a check or instructions are authorized, we may refer to those signatures on the Signature Card, the IRA Application to Participate or to a check or other document containing signatures of account owners. We may accept items deposited to your account without your endorsement; however, we reserve the right to require your personal endorsement before accepting the item. If the check or other item you want to deposit contains a third-party endorsement, we may require verification of the endorsement either by endorsement guarantee or personal identification from that third party. If we do not receive the Signature Card showing your signature, we may pay checks or follow other instructions if we reasonably believe that you have authorized the checks or instructions.

4. Automated Processing of Items

Checks you write may be automatically processed and/or converted into electronic images (truncated) during the check collection and return process. This means that only the information encoded on the item in magnetic ink may be processed and all other information on the item may be disregarded. We will not be liable for processing errors or delays, losses, or our failure to process items due to printing or written inaccuracies.

5. No Cash or Foreign Currency

We do not accept deposits in cash, whether in U.S. or foreign currency. We also do not accept foreign currency deposits in the form of checks or wire transfers.

6. Statements

We make statements for Ally deposit accounts available to you by mail and/or online at allybank.com as required by law. Your deposit accounts may be combined into one statement; however, IRA statements will not be combined with other account statements. If you change your address, please notify us immediately so that we can update our records.

7. Review of Account Statements

Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. Otherwise, you may be unable to recover funds from unauthorized transactions. See Section II, Electronic Funds Transfer Disclosure and Special Terms and Conditions and your Debit Card Agreement and Disclosure provided with your debit card for specific information regarding unauthorized electronic and debit card transactions.

8. Check Safekeeping, Check Image and Check Copies

The Bank converts all checks, substitute checks, Ally eCheck Deposit check images and other paper items presented on and processed for your account to electronic media. We will provide copies of original checks or substitute checks required by the Internal Revenue Service or any state or local taxing authority without additional charge to you. You may obtain copies of checks you write or other items online, by calling customer service, or by sending a letter. Express Mail delivery is available for a fee.

9. Funds Availability

Please refer to the Funds Availability Schedule, Appendix C, and note that special rules apply to new accounts. Interest will be paid on deposits we receive, even if funds are not yet available. Please see Ally eCheck Deposit Terms, Section III, for information about the availability of funds from deposits made using Ally eCheck Deposit.

10. Notice of Withdrawal; Limits on Withdrawal

If you have an Online Savings Account, IRA Online Savings Account, Money Market Account, or Interest Checking Account, as required by federal regulations, we retain the right to require you to provide us with seven (7) days written notice before withdrawing funds. It is unlikely that we would require this notice.

IRA CDs and IRA Online Savings Accounts may be revoked by the IRA Owner submitting a written notice to Ally, provided such notice is received by Ally and postmarked within seven (7) days of the IRA being opened. If Ally receives such revocation within the seven (7) day time frame, Ally will return only the principal amount deposited.

This Agreement and federal law impose limits on the number of certain types of withdrawals and transfers you can make each month from a Money Market, Online Savings Account or IRA Online Savings Account. Please note that these limits do not apply to deposits and they do not apply to withdrawals and transfers you make by mail or at an ATM. You can make no more than six (6) transactions each monthly statement cycle from among the following:

- Preauthorized or automatic transfers from your account (including transfers for overdraft protection or between your Ally accounts).
- Telephone transfers from your Money Market Account or Online Savings Account, excluding IRA Online Savings Accounts. Telephone transfers include instructions to transfer funds sent to us by facsimile or other electronic transmission, but do not include requests you make by telephone for us to mail a check payable to you.
- Online banking transfers from your Money Market Account or Online Savings Account, excluding IRA Online Savings Accounts.
- Check, draft or point-of-sale transactions.

There is a fee for excessive transactions. See Appendix A – Fee Chart.

We count a withdrawal transaction on the date that we debit it from your account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle. If you exceed the transaction limits on your Money Market or Online Savings Account on more than an occasional basis, we may revoke your privileges on that account or we may close your account and open an Interest Checking Account. If you exceed the transaction limits on your IRA Online Savings Account on more than an occasional basis, we will close your account and you may be subject to IRS penalties. Please consult your tax advisor.

11. Problems That Could Occur with Deposits

- Lost Checks. When you deposit a check or send us a check image through Ally eCheck Deposit to deposit into your Ally account, the check, check image or substitute check created from your check image could be delayed for some time or lost when we send it to the paying financial institution. When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible for your account becoming overdrawn in the meantime.
- Overpayments and Reversals. If funds are deposited or transferred into your account by mistake or otherwise, we may correct the situation and deduct any interest paid without prior notice to you. If there are not enough funds in your account at that time, your account could become overdrawn and we may charge an overdraft fee. See the chart below for additional details.
- Paper Check Integrity. If you choose to have your checks printed by another vendor and you use check stock or features that make it difficult for us to process the check, then we may not be able to negotiate the check on your behalf, and you bear any risk of loss.
- Returned Deposited Items. You are responsible for returned checks and other transactions. If you deposit a check or a check image via Ally eCheck Deposit or have funds transferred into your account and that check, check image, substitute check created from your check image, or transfer is returned to us for any reason by the paying financial institution, we may charge the check, check image, or transfer and applicable fees and interest against your account, without prior written notice to you. We may send the returned check image, check or transfer back for collection a second time without notifying you, and you waive notice of dishonor and protest. There is a fee for returned deposited items. See Appendix A – Fee Chart.

12. Processing and Posting

We may pay checks or other items drawn upon your account in any order determined by us and may change that order without prior notice to you. We will comply with requirements of applicable law.

13. Overdraft Transactions

When a transaction is presented against your account, and your account either already does not have sufficient funds or the transaction would cause your account to not have sufficient funds, and you have:

Transacted by . . .	Then, we . . .	And, you . . .
• Making a onetime purchase with your debit card • Requesting money at an ATM	Pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction	• Will not be charged an overdraft fee for the transaction • Are responsible for paying any overdraft amounts
• Making a recurring debit (e.g., monthly gym dues or subscription fee) • An ACH transaction • Having a check drawn against your account • A wire transfer	Pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction	• Will be charged an overdraft fee (one (1) fee maximum per day) unless the transaction will result in your account being overdrawn by less than $10. • Are responsible for paying any overdraft amounts

Please see the Appendix A, Fee Chart for overdraft fees.

14. Overdraft Transfer Service from Your Ally Savings Account:

This service links an Ally Money Market or Online Savings account to your Ally Interest Checking account to transfer funds in increments of $100 when you do not have sufficient funds in your Interest Checking account to pay your transactions. If your Ally Money Market or Online Savings account balance is less than $100 then no transfer will be made. You may not link an Ally IRA Online Savings account for this service. If this service is utilized, there is no fee for the transfer and, if applicable, you will not be charged an overdraft fee. Whenever this service is utilized, each transfer counts as one of the six (6) transactions you are allowed during each statement period with your Money Market or Online Savings account.

15. Stale and Postdated Items

Check processing is fully automated, so the Bank may pay, and bears no liability for paying, a check regardless of its date, including a check older than six (6) months. Without liability to us, we may also pay a postdated check. You should not issue checks with a future payment date.

16. Stop Payments

You may ask us to stop payment on checks or ACH transfers drawn on your account that we have not paid by submitting a stop payment order. To do that, we will need the following information:

- The exact amount of the check or ACH transfer
- The check number
- The date of the item
- The full account number

You may give us this information by calling directly Ally Customer Care at 877-247-ALLY (2559) 24 hours a day, 7 days a week, but, we may require you to provide it to us in writing as well. Failure to provide us the information in writing may cause us to cancel the order. If any of the required information is incorrect, we are not responsible if the item is paid. You must give us sufficient notice so that we have a reasonable opportunity to verify that the item is unpaid and to act on your stop payment order. We are entitled to a reasonable period of time within which to act upon your stop payment order. A "reasonable period of time" means until the end of the Business Day following the day on which the stop payment order was placed. A longer period of time applies to stop payment orders for ACH transactions, as described below. There will be a fee for a stop payment order.

You may not request a stop payment on a point of sale transaction you made using your debit card or an ATM transfer or withdrawal. However, you may be able to dispute unauthorized point of sale debit card transactions or ATM transfers or withdrawals using the procedures outlined in Section II – Electronic Funds Transfer Disclosure and Special Terms and Conditions.

You have the ability to stop or cancel payments submitted through Online Banking with Bill Pay. Please reference the Ally Online Banking and Bill Pay Service Agreement for details.

If you have authorized another financial institution or merchant to withdraw or deposit funds to your Ally account and you have asked Ally Bank to stop such payment from being made, and Ally has not already paid such financial institution or merchant, then your stop payment request will take effect within three (3) Business Days of your request. In addition to the information required above, we may also require you to provide your name and telephone number. If applicable, we may require you to provide the company name and the company identification number used by the sender of the ACH transfer, and you will be responsible for notifying the sender of the ACH transfer that you have revoked your previous authorization for ACH transfer. There is a fee for stop payments. See Appendix A – Fee Chart.

17. Official Bank Checks

You may request an official bank check by calling Ally Customer Care, sending a request in writing to Ally Bank, P.O., Box 951, Horsham, PA 19044, or, if you have an IRA, completing the applicable Request for Distribution Form and returning it by mail to us at Ally Bank, P.O. Box 13625, Philadelphia, PA 19101 or by logging into Online Banking to request a distribution. If you choose to close your account, we may issue an official bank check.

If an official bank check is lost or stolen, you may request a stop payment if you provide Ally with a written statement of the loss and with an indemnification acceptable to Ally. The placement of a stop payment on an official bank check is solely at Ally's discretion. There may be a fee for this stop payment request.

18. Service Fees

While there are no monthly service fees, there may be service fees that apply to certain requests or actions. Please see our Fee Chart, Appendix A. These fees may change from time to time and in accordance with applicable law. We will provide you notice to the extent required by law.

19. Ally Debit Cards and Foreign Transaction Fee

If you have requested us to issue a debit card, you agree to the terms and conditions of the Debit Card Agreement and Disclosure, provided with your debit card.

A "Cross Border" and/or "Currency Conversion" fee in total of up to 1% applies to any point-of-sale debit and/or ATM transaction originated by any Merchant or ATM Operator located outside the United States. Other fees for foreign transactions may apply and will NOT be reimbursed.

20. Transaction Limitations

Ally Debit Cards may be used to make withdrawals at an ATM or obtain retail cash back and/or to make Point-of-Sale (POS) purchase(s), which transactions are subject to two different debit card daily transaction limits.

POS Purchase Limits - Authorized total debit card purchases are limited to the lesser of your available balance, or $2,500 per day. This does not include withdrawals from an ATM or retail Cash Back transactions. These limits and any other limits that we implement are subject to change.

ATM and Retail Cash Back Limits - Withdrawals from an ATM, including fees assessed at the ATM, which may be reimbursable (see ATMs, Section I.E.1.), and retail cash back transaction(s) made using your debit card are limited to the lesser of your available balance, or $500 per day. For purposes of this section, "retail cash back" includes transactions to obtain cash back and for the purchase of monetary instruments, such as money orders, prepaid cards, or gift cards. Debit card transactions that include retail cash back transactions will be subject to the retail cash back limit of $500 per day. These limits and any other limits that we implement are subject to change.

We impose limits on the dollar amount and number of authorized person-to-person transactions ("Popmoney") you may make through the Popmoney service. Such limits shall be provided to you when you access the Popmoney service.

Also see ACH Transfers Initiated at Ally by you; External Transfers, Section I.E.4.H and the Debit Card Agreement and Disclosure, provided with your debit card.

Please be aware that contributions to and distributions from IRAs may be subject to other types of limitations. Ally Bank does not provide tax advice, and we recommend that you consult your tax professional prior to opening, funding or accessing your IRA plan or account. You should also review the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit for details.

21. Automated Telephone Access

You may access your accounts and perform many banking services using a touch-tone telephone and personalized access codes. Services may include balance and transaction information, internal transfers, interest information, and other transactions (as available).

22. Automated Clearing House (ACH) Transfers

You may be able to send or receive ACH transfers depending on the type of your account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (NACHA) and you agree to comply with the NACHA rules.

More detailed information is available in Section II, Electronic Funds Transfer Disclosure and Special Terms and Conditions.

23. Transfer of Accounts

Accounts are not transferable or assignable.

24. Abandoned/Dormant Accounts

Your account may be considered dormant and we may be required to send the balance in your deposit account to the state of your last known address unless you have done at least one of the following in the last twelve months:

- Deposited or withdrawn funds,
- Logged into your Account through Online Banking,
- Signed and returned our active account confirmation form; or
- Written to or emailed, from your email address on file, us concerning your account.

25. Check 21

If your account is an Interest Checking Account or Money Market Account with check-writing privileges, it is subject to the provisions of the Check Clearing for the 21st Century Act (Check 21).

This means that you may receive substitute checks or images in place of the checks that you wrote. If you are using Ally eCheck Deposit to deposit checks, then you are converting your paper checks into images that may be further converted to substitute checks.

Please refer to the Check 21 Disclosures, Appendix B, for more information.

26. Business Day

For purposes of this Agreement, our Business Days are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

27. Indemnification and Limitation of Liability

You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur as a result of relying upon instructions from you, or anyone purporting to be you, provided that we have complied with applicable security procedures. You agree to comply with applicable law and to not use your account for illegal transactions or activity. Please note, your agreement to comply includes United States economic sanctions laws and regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States.

You agree to reimburse us for all claims, costs, losses and damages (including collection fees) we may incur with respect to occasions when you do not have sufficient funds in your account or you have returned deposits on your account.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

We reserve the right to limit access to your accounts and/or close your accounts without prior notice to you. We do not bear liability for such actions.

Our liability for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited. Any recovery you obtain from third parties or an insurance company on a particular claim reduces the amount of obligations we have to you on that claim, and you must immediately notify us of such recovery.

This Indemnification and Limitation of Liability does not, in any case, reduce our liability to you as described in Sections 5 or 9 of Part II, relating to electronic fund transfers.

28. Conflict/Disputes Involving Your Account

We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

If third parties make claims on your account, we receive conflicting instructions from authorized signers, or we become involved in or concerned about a dispute between you and an authorized signer or joint owner, we have discretion to react in ways we believe to be appropriate, including by closing your account and issuing you a check or interpleading funds to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your account.

29. Legal Process Affecting Accounts

If legal action such as an attachment, garnishment, levy or other state or federal legal process ("legal process") is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leaves insufficient funds to pay a check you have written. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or other levy against your account is subject to our right of setoff and security interest.

30. Setoff and Security Interest Rights

You grant us a security interest in any and all of your accounts with us for obligations owing to us by any owner. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. We may take or set off funds in any or all of your accounts with us and with our parent, affiliates or subsidiaries for direct, indirect and acquired obligations that you owe us, our parent, affiliates and subsidiaries, including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. These rights are in addition to other rights we have to take or charge funds in your account for obligations you owe us. Ally Bank's security interest and right of setoff shall not apply if such security interest or right of setoff would invalidate the tax-advantaged status of any retirement account (e.g., an IRA) that you maintain with Ally Bank.

We may consider this Agreement as your consent to Ally Bank asserting its security interest or exercising its right of setoff should any laws governing your account require your consent. If the law restricts our ability to take or setoff funds in your account, or if some government payments are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us, our parents, affiliates or subsidiaries to obligations you owe us.

Exercising these rights may result in early withdrawal penalties or may cause us to dishonor items should our action result in nonsufficient funds in your account.

In the case of a joint account, we may exercise these rights against the joint account and all joint owners. These rights exist no matter who contributed funds to the joint account. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations

in their joint accounts.

31. Recording and Monitoring Telephone Calls and Electronic Communications

We may record and monitor our conversations with you over the telephone or your electronic communications with us. Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

32. Waiver

We may delay or waive any rights we have under this Agreement. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under this Agreement. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

33. Changes in Terms

Please be aware that accounts or services can change over time. We reserve the right to delay, discontinue or make changes to accounts or services, and to convert your existing accounts and services into new accounts and services. You may not get advance notice of this. We may change this Agreement, and we may add to or delete from this Agreement, and the updated agreement will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If you do not agree with a change, you may close your account(s) before the effective date of the change, addition or deletion.

34. Facsimile Signatures

We accept facsimile signatures for documents that need to be signed or endorsed, excluding any documents related to your IRA. However, we will not be liable if use of a facsimile device was unauthorized or if the size or color of the facsimile signature is different from that of any signature previously presented to us. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile that we otherwise believe you authorized.

D. Closing An Account

You or we may close your Money Market Account, Online Savings, IRA Online Savings or Interest Checking Account at any time, subject to our right to require you to give us seven (7) days written notice of your intent to withdraw your funds (as described in this Agreement). In addition, your account will be closed automatically if we do not receive your initial deposit of funds to (i) a Money Market Account, Online Savings, or Interest Checking Account within thirty (30) days of the date on which your account is opened or (ii) an IRA within ninety (90) days of the date on which your account is opened.

If your account has a balance when we close it, we will return remaining funds to you, less any applicable penalty, unless prohibited by applicable law.

If you close your account and items are later presented against your account, we are not liable for any losses or damage that may result from dishonoring any items.

If your account is overdrawn when we close it, you agree to pay immediately all amounts you owe us.

You may close your CD or IRA CD at maturity without penalty. Any other closure of your CD or IRA CD may be subject to an early withdrawal penalty, as described in this Agreement. IRS penalties may apply to IRA CDs, see the Custodial Account Agreement and Disclosure Statement provided at the time of your online application and in your Welcome Kit. At closure of your CD or IRA CD, you will be paid interest to the date of closure and then any applicable early withdrawal penalty will be assessed. We may also close your CD or IRA CD at maturity without advance notice. In addition, your CD or IRA CD will be closed automatically if you have not funded your CD within sixty (60) days or your IRA CD within ninety (90) days of the date on which your CD or IRA CD is opened.

E. Electronic Banking Services:

1. ATMs

Ally Bank does not charge a fee for ATM withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees will be charged directly to your account. At the end of each statement cycle, ATM fees from other banks within the United States are totaled, and such ATM fees will be reimbursed to your account in a lump sum. We only pay interest on the reimbursed amount starting on the day those funds are credited to your account. A "Cross Border" and/or "Currency Conversion" fee in total of up to 1% applies to any point-of-sale debit and/or ATM transaction originated by any Merchant or ATM Operator located outside the United States and other fees for foreign transactions may apply and will NOT be reimbursed. You are responsible for any tax consequences of this reimbursement. If your annual ATM fee reimbursement as provided above is $600 or greater, we will report such reimbursement to the Internal Revenue Service and you on form 1099-MISC.

2. Online Banking

Online Banking is available to all of our customers. It is a service that allows you to view your CDs, Interest Checking, Money Market, Online Savings and IRA accounts online. Further if you have a Money Market, Online Savings, or Interest Checking Account, you may also conduct certain transactions online. If you have an IRA, you may view your account activity and statements via Online Banking and request certain forms, information or conduct transactions.

3. Bill Pay

Bill Pay in Online Banking is available only to Ally Interest Checking customers. When you apply online for an Ally Interest Checking Account and set up your Online Banking access, we make Bill Pay available to you automatically. Bill Pay allows you to pay almost any bill in the secure, online environment of Online Banking. Please be certain to review the Ally Online Banking and Bill Pay Service Agreement posted in the "Legal" link at allybank.com for specific instructions, limitations and requirements.

4. ACH Transfers Initiated at Ally by You; Non-Ally Accounts

We make it possible for you to conduct inbound ACH transactions by allowing you to transfer funds by ACH into your Ally accounts, excluding IRAs, from accounts you own at other financial institutions (Non-Ally Accounts). We also offer you the ability to conduct outbound ACH transactions by allowing you to transfer funds by ACH out of your Ally accounts, excluding IRAs, into your Non-Ally Accounts. To use this service, you must enroll your Non-Ally Accounts with us, and enrollment of such accounts is subject to our approval, which may be withheld in our sole discretion.

a. Account Verification. You agree that you will only attempt to use Non-Ally Accounts that you own and are in your name. We may verify that you own the Non-Ally Account.

   We may require additional verification of your ownership of any Non-Ally Account at any time (before or after registration and before or after allowing any transfer activity with respect to that account (this is referred to as "Additional Verification").

By requesting to register a Non-Ally Account, you: (1) authorize us to tell the financial institution that holds the Non-Ally Account that you have authorized and consented to such financial institution disclosing to us and our representatives any information that we may request about you or the Non-Ally Account; and (2) agree to cooperate in Additional Verification, including by promptly providing any identification and/or other Non-Ally Account documentation that we may request.

b. Processing of Inbound ACH transactions. We initiate a request to debit funds from your Non-Ally Account on the Business Day or next Business Day after you request us to initiate the transfer.

c. Processing of Outbound ACH transactions. Funds are debited from your Ally account on the Business Day or Business Day after you request us to initiate the transfer.

d. Sufficient Funds. You agree that you will have sufficient funds available in your Ally account to cover all outbound ACH transactions on the date scheduled. If your Ally account does not have sufficient available funds on the scheduled transaction date, we may elect not to initiate one or more of the scheduled transactions. If we do elect to initiate the transaction, it may cause your account to have insufficient funds, in which case you will be liable for the outstanding amount and any Overdraft Fees.

e. Routing of transactions. You agree that Ally may use any means which we, in our sole discretion, consider suitable to execute your ACH transactions.

f. Scheduling ACH transactions.

1. Cut-Off Time. The cut-off time for scheduling ACH transactions is 7:30 PM ET. Any transfer scheduled after the applicable cut-off time will be treated as if scheduled on the next Business Day.

2. Frequency. Transfers can be scheduled on a one-time or recurring basis. One-time transfers may be scheduled for the current date (subject to cut-off times) or a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a $50 transfer from your Non-Ally Account to your Ally account every month. If you call us to request a recurring transfer, we will require you to submit a written authorization.

g. Canceling ACH Transactions. You may cancel recurring or pending ACH transfers that you have scheduled through Ally Bank by 7:00 PM ET on the scheduled processing date by accessing your Ally account on our website or calling us at 877-247-ALLY (2559) to cancel an ACH transfer. However, if, at the time of scheduling the ACH transfer you requested us to process the transfer immediately, or if the transfer's status is "In Process" or "Complete," you cannot cancel or delete it.

h. Limits on Transactions. Limitations apply to the amounts that may be transferred by ACH from or to an Non-Ally Account. You may not transfer less than $0.01 by ACH from or to an Non-Ally Account. IRAs are not eligible for ACH transactions.

i. Fees. Ally charges no fees for initiating inbound or outbound ACH transactions at Ally.

j. Rejection of transactions. Ally will use reasonable efforts to provide notice to you of any rejection of a scheduled transaction. However, Ally will not be liable to you any loss or damage, including interest, in the event of our failure to give such notice.

k. Failure of other financial institutions. Ally is not responsible for the actions of any other financial institution, including any failure of another financial institution to act in a timely manner in connection with transactions described above. Ally cannot guarantee the timely delivery or return of funds as a result of the actions of another financial institution, including failure of another financial institution to act in a timely manner.

l. Termination. We may change, modify, add or remove all or portions of the ACH transaction capability at any time, with or without notice to you. In addition, we may restrict your access to and use of the ACH transaction capability at any time upon notice as required by law.

II. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

You may arrange for direct deposits to be made to, automated payments and checks to be paid from, and funds to be transferred between your, Online Savings, Money Market or Interest Checking Account(s) with us. If your account was established primarily for personal, family or household purposes, these transactions are governed by Regulation E and the following special provisions and disclosures apply. Additional disclosures are provided in other sections of the Agreement. Electronic Funds Transfer services are not available to IRAs.

A. Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer (EFT) services:

"automated credits" or "direct deposits" are deposits made directly to your account by electronic means;

"automated debits," "automated payments" or "automated checks" indicate payments authorized by a signature to be made from your account(s) by electronic means;

"telephone transfers" are the movement of funds between your Ally authorized accounts by use of a touch-tone telephone and personalized access codes.

When you accept direct deposits or authorize automated payments/debits/checks or telephone transfers to or from your accounts, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in this Agreement also apply as long as they are not inconsistent with Regulation E or this Section II.

1. Types of Electronic Funds Transfers Available

a. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Interest Checking Account, Online Savings Account or Money Market Account at Ally.

b. You may authorize another party, such as an insurance company or mortgage company, to have payments sent directly to them on a regular basis from your Interest Checking Account or, subject to the limitations on withdrawals and transfers, Online Savings Account or Money Market Account at Ally.

c. You may also direct that funds be transferred from one of your deposit accounts to another account, by use of telephone and personalized access codes, and through Online Banking.

d. You may also direct that funds be sent to a third party via Popmoney.

e. You may authorize a merchant or other payee to make a one-time electronic payment from your Interest Checking account using information from your check to pay for purchases and to pay bills.

f. You may use your debit card to make purchases at merchants that accept the card or to obtain cash at ATMs and retail cash back at certain merchants.

2. Limitations on Transfers, Amounts, and Frequency of Transactions

a. You may make cash withdrawals, not to exceed the lesser of your account balance or your daily transaction limit, at any ATM. See Section I.C.20, Transaction Limitations.

b. Subject to other limits described in this Agreement, you may make point-of-sale transactions in an amount not to exceed the lesser of your account balance or your daily authorization

limit as set forth on the information accompanying your debit card.

c. If your account is not active for any reason, you will not be able to transact using your debit card (including at an ATM).

d. You are not allowed to transfer funds electronically to and from a Non-Ally Account for which you are not an owner, except through Popmoney.

3. Right to Receive Documentation of Electronic Funds Transfers

a. Receipts. You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal.

b. Statements. You will get a monthly account statement.

c. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made, using the applicable telephone number listed in the "Bank Contacts" section.

4. Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So

a. If you have scheduled a one-time ACH transfer over the phone or a recurring ACH transfer submitted using a written authorization form, you can stop any of these payments. Here's how:

Call us at the applicable telephone number listed in the "Bank Contacts" section, or write us at the applicable address listed in the "Bank Contacts" section, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

5. Liability for Failure to Stop Payments of Transfers

If you order us to stop a preauthorized payment three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

6. Notice of Varying Amounts

If regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

7. Liability for Unauthorized Transfers from Your Account.

Tell us AT ONCE if you believe your debit card or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus any other Ally account you own). If you tell us within two (2) Business Days after you learn of the loss or theft of your debit card or PIN, you can lose no more than $50 if someone used your debit card or PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by debit card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your debit card or PIN has been lost or stolen, call: 877-247-ALLY (2559), or write: Ally Bank, P.O. Box 951, Horsham, PA 19044.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

8. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

a. If, through no fault of ours, you do not have enough money in your account to make the transfer.

b. If the ATM or system was not working properly and you knew about the breakdown when you started the transaction.

c. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

d. In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.

e. If your account is not in an active status.

There may be other exceptions stated in our Agreement with you.

9. Disclosure of Account Information. We will disclose information to third parties about your account or the transfers you make:

a. Where it is necessary for completing transfers; or

b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

c. If you give us your written permission; or

d. If we close your account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; or

e. In order to comply with government agency or court orders; or

f. As permitted by our Privacy Policy.

10. In Case of Errors or Questions About Your Electronic Transfers

Call or write us at the number or address listed in the "Bank Contacts" section, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you or make available to you the FIRST statement on which the problem or error appeared.

a. Tell us your name and account number.

b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

11. Bank Contacts.

If you need to call or write to us about your account, use the following telephone number or address:

Ally Bank
P.O. Box 951
Horsham, PA 19044

877-247-ALLY (2559)

III. ALLY eCHECK DEPOSIT TERMS

These Ally eCheck Deposit Terms (eCheck Deposit Terms) will govern your use of Ally eCheck Deposit (eCheck Deposit), and are incorporated by reference in and made a part of your Agreement if you use eCheck Deposit. You may not use Ally eCheck Deposit to make contributions to your IRA.

A. What is eCheck Deposit?

ECheck Deposit allows you to make deposits to your Ally deposit account remotely by scanning checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use eCheck Deposit. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from eCheck Deposit at any time, with or without notice to you.

B. Eligibility

We will determine whether you are eligible for eCheck Deposit in our sole discretion. We may suspend or terminate your use of eCheck Deposit at any time and without prior notice to you. If you violate the terms of eCheck Deposit, then we also may use such actions as a basis to terminate your account relationship with us.

C. eCheck Deposit Fees

There is no charge for eCheck Deposit, but other fees, such as for returned items and overdrafts, may apply. See our Fee Chart, Appendix A.

D. Limits

We may impose limits on the dollar amount or number of deposits you make through eCheck Deposit and such limits shall be provided to you when you access eCheck Deposit. We may change such limits at any time at our discretion.

E. Technical Requirements

You agree that in order to use eCheck Deposit, your computer, scanner and other equipment must meet the current technical requirements we specify, as such may change from time to time, and you must have access to the internet. When using eCheck Deposit you may experience technical or other difficulties, including, without limitation, problems with your scanner or transmission problems. We are not responsible for such technical or other difficulties. In particular, each image of a check you attempt to deposit using eCheck Deposit must be legible, as determined by us. If your scanning equipment produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements.

F. Prohibited Checks

We may decline to accept any image of a check you submit through eCheck Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229, that are collectible (i.e., properly payable) through eCheck Deposit. You agree that you will not scan and attempt to deposit any of the following:

1. Checks payable to any person or entity other than you;
2. Checks containing alterations to any of the fields on the front of the check;
3. Fraudulent checks, or checks that you should have known were fraudulent;
4. Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
5. Checks from financial institutions located outside of the U.S.;
6. Checks that are not payable in U.S. dollars;
7. Checks that are more than six (6) months old;
8. Substitute checks (as defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229);
9. Remotely created checks, as defined in Regulation CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn);
10. Travelers checks, savings bonds, money orders or postal money orders;
11. Non-negotiable instruments, such as promissory notes; or
12. Checks drawn on any of your Ally account(s).

G. Your Representations and Warranties

Each time you scan and submit check images of the front and back of the original check for deposit through eCheck Deposit, you represent and warrant that:

1. Each check image is a complete and accurate representation of the front of a negotiable check;
2. Each check image is a complete and accurate representation of the back of a negotiable check;
3. The image is NOT of any of the prohibited items listed in Section F above;
4. Each check image satisfies our image quality standards, as specified by us from time to time;
5. The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer; and
6. No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to Ally, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check.
7. All information you have provided to us is complete, accurate and true.

   Each time you scan and submit check images for deposit through eCheck Deposit, you also make all the warranties set forth in and subject to the terms of Section 70A-3-416 of the Utah Revised Code Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including:

   (a) you are entitled to enforce the image;

   (b) all signatures on the image are authentic and authorized;

   (c) the image has not been altered;

   (d) the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;

   (e) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer; and

   (f) if the image is a demand draft, creation of the image according to the terms on its face was authorized by the person identified as drawer.

In addition to these warranties, you covenant that you will comply with eCheck Deposit Terms, this Agreement and applicable law.

H. Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of eCheck Deposit or your breach of the representations, warranties or covenants set forth in these eCheck Deposit Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

I. Endorsement

For any check deposited as an image through eCheck Deposit, you must endorse the check as "**[signature] For Ally eCheck Deposit only [account #]**" or as otherwise instructed by us before you scan the check. Checks received that are not endorsed in accordance with this provision may be rejected.

J. Receipt of Check Image

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an online confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we submit it for collection and may still be rejected for any reason in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through eCheck Deposit, then you may submit the original check by mail to us for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

K. Retention of Original Check

Once your check image has been credited to your account, you must mark the original check as "VOID" and retain the check for sixty (60) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the

amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 60-day period, you must destroy the original paper check.

L. Return Items

You understand that we may convert items you deposit through eCheck Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

M. Funds Availability

We generally apply the Funds Availability Schedule at Appendix C to check images received through eCheck Deposit as if we had received the original paper check. However, in addition to the exceptions specified in Appendix C, we may delay availability of funds from any deposit you make through eCheck Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

N. Acceptable Use of eCheck Deposit

You must fully comply with these eCheck Deposit Terms, the Agreement and all applicable law when you use eCheck Deposit. If you breach these eCheck Deposit Terms, we may immediately terminate your authority to use eCheck Deposit. You may use eCheck Deposit only for personal, family and household services and not business purposes.

O. No Warranty

YOUR USE OF ECHECK DEPOSIT IS AT YOUR SOLE RISK. ECHECK DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO ECHECK DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

P. Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE ECHECK DEPOSIT, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

IV. WIRE TRANSFER TERMS

A. These Wire Transfer Terms (WT Terms) will govern the transfer of funds from or to your account(s) at Ally via wire transfer (Transfer).

1. We are authorized to debit the account(s) designated by you for payment of Transfer requests. Your Transfer requests may involve any one or more of the following:
   a. the transfer of funds from any designated account to any of your other accounts or accounts at another financial institution, or
   b. the transfer of funds from any designated account to a third party or account of a third party at any financial institution. Any person named on your account is authorized to originate or confirm a Transfer.
2. Transfer requests must be given to us in accordance with the cut-off hours established. We are not responsible for the accuracy of a routing number verbally supplied by you and contained in your Transfer request. Transfer requests received by Ally after 3:00 PM Eastern Time may be treated by us as received on the following Business Day. It may take 3 to 4 days to process your wire transfer request.
3. We are not obligated to accept or execute any Transfer request. Notice of rejection may be given to you by telephone at the telephone number we have on file.
4. You cannot cancel or amend a payment order after we have received it. For purposes of these WT Terms, "payment order" means an instruction for a Transfer for a specified amount of money to be paid to a beneficiary.
5. You shall pay us the amount of each Transfer request transmitted pursuant to these WT Terms when we execute a payment order to carry out your Transfer request. You agree that your Transfer requests will not exceed the available balance in your account. However, if a payment order should be executed which results in your account not having sufficient funds available, with or without our prior consent, you agree to pay the amount by which your account is overdrawn and any overdraft fee promptly. There is a fee for wire transfers. See Appendix A-Fee Chart.
6. You understand and agree:
   a. that the payment of a Transfer request may be made by us or any other financial institution used to carry out the Transfer request on the basis of an identifying number or account number provided by you for the beneficiary, even if the number identifies a person different from the named beneficiary.
   b. that we, or any other financial institution used to carry out the Transfer request, might rely on the identifying number of the intermediary or beneficiary's financial institution provided by you as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named.
   c. that we and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution.
   d. that you are still liable to us for the amount of the Transfer request even if payment of the Transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying number or account number provided by you or if payment of the Transfer request is made to a financial institution different from the one identified by name based on the identifying number provided by you.
7. We and you agree that the following security procedures are a commercially reasonable method of providing security against unauthorized Transfer Requests or payment orders:
   a. Only individuals named on the account shall be able to issue Transfer requests to us; and
   b. We may confirm the identity of an individual requesting a Transfer through the use of previously established security questions. If we attempt to verify authorization and for any reason are not satisfied that the Transfer request was issued by a person named on the Account, we may refuse to execute the Transfer request. In so refusing, we shall not incur any liability whatsoever. You shall prevent any disclosure, except on a "need to know" basis, of any aspects of the security procedures agreed to with us. You shall notify us immediately if the confidentiality of these security procedures is compromised and shall act to prevent the security procedures from being further compromised.

8. We and you agree that Transfer requests received by us are effective as the Transfer request of you, whether or not authorized, if we accepted the transfer request in compliance with the above security procedures.
9. Ally shall have no liability for delays or mistakes, provided we act in good faith and with ordinary care. We shall not be responsible for delays or mistakes caused by others through whom we transmit funds whether selected by you or us. We will not be required to make the Transfer on the day on which the request is received, unless received within a reasonable time before any cut-off hour established by us. Generally, we will use the Federal Reserve Board funds transfer system, but we may use any means and routes that we, in our sole discretion, may consider suitable for the transmission of funds.
10. You agree that we shall not be liable or responsible for any delay or failure to Transfer any amount requested because of rules, regulations, or policies of the Federal Reserve Board that limit, in the aggregate, the amount we can transfer from time to time during any Business Day, provided, however, that we promptly notify you of any such failure or delay and that we effectuate the Transfer as soon as is reasonably possible thereafter.
11. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE, INCLUDING ATTORNEY FEES, SUFFERED BY YOU IN CONNECTION WITH THIS WT AGREEMENT OR ANY TRANSACTION COVERED BY THESE WT TERMS, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN SUCH DAMAGES MIGHT BE INCURRED.
12. We may terminate these WT Terms at anytime by giving written or oral notice to you. Unless terminated by us, this Agreement shall remain in effect until your account is closed or we receive your written notice of termination and have been afforded a reasonable opportunity to act on such notice. These WT Terms may not be assigned by you.
13. These WT Terms are governed by the provisions of Federal law including Regulation J, 12 C.F.R. Part 210, Subpart B and the appendices thereto, to the extent that the Transfer request was carried out. Terms that are not defined in these WT Terms shall have the same meanings as defined in Uniform Commercial Code Article 4A as adopted in the State of Utah. The WT Terms are also subject to all applicable operating circulars of the San Francisco Federal Reserve Bank and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, these WT Terms are governed by the laws of the State of Utah.
14. We may amend these WT Terms at any time, and any such amendment will become effective immediately upon your receipt of notice, in writing or electronically, or upon a later date specified in such notice. No representation or statement not expressly contained in these WT Terms or in any amendment shall be binding upon you or us.
15. If any term of these WT Terms is held to be invalid, illegal or unenforceable, the other terms shall not be impaired or affected.

APPENDIX A. FEE CHART

The chart below sets for the fees applicable to your account. For further details please see the appropriate section of this Agreement.

TYPE OF FEE	FEE DESCRIPTION	FEE AMOUNT	TYPE OF ACCOUNT FEE IS APPLICABLE TO
Monthly Service Charge	Fee charged for maintaining accounts	No charge	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account
Fee for Excessive Transaction(s)	Fee for each transfer from an account to another account or third party that exceeds six (6) withdrawal transactions per statement cycle	$10 for each transfer that exceeds the limit	Online Savings Account IRA Online Savings Account Money Market Account
ATM Withdrawals	No charge for withdrawals at a non–Ally Bank ATM within the United States. A fee may be assessed by the ATM owner for use of their ATM	Fees assessed by an ATM within the United States will be refunded by Ally Bank at the end of each statement cycle.	Interest Checking Money Market Account
Cross Border and/or Currency Conversion Transaction Fee	A “Cross Border” and/or “Currency Conversion” fee applies to any point-of-sale debit and/or ATM transaction originated by any Merchants or ATM Operator located outside the United States	Up to 1% of the transaction	Interest Checking Money Market Account
Check Printing	Charge for ordering checks	No charge for bank standard stock checks (check orders come in 50 check increments). Cost for custom check orders vary by check style	Interest Checking Money Market Account
Stop Payment	Charge for placing a stop order on a check or other items	$15.00 per stop payment request	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account
Official Check	Commonly known as Cashier’s Checks	No charge	
Check Copy	Copy of check front and back	No charge	Interest Checking Money Market Account
Fee for Overdraft Item Paid	Fee assessed when a presented transaction(s), other than a one-time debit card transaction or ATM withdrawal, causes or could cause your account to not have sufficient funds available	$9.00/1 fee maximum/day, if on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $9.00 fee would be applicable.	Interest Checking Money Market Account Online Savings Account
Fee for Overdraft Item Returned	Fee assessed when a presented transaction(s) is returned, other than a one-time debit card transaction or ATM withdrawal, and such return causes or could cause your account to not have sufficient funds available	$9.00/1 fee maximum/day, if on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $9.00 fee would be applicable.	Interest Checking Money Market Account Online Savings Account
Returned Deposit Items	Charge assessed for checks or other items deposited to your account that are returned by the paying bank	$7.50 per item	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account
Domestic Outgoing Wire	Charge assessed for sending funds to another domestic institution via wire transfer	$20.00 per wire request	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account Certificate of Deposit IRA Certificate of Deposit

NOTE: For IRAs, other than the Transaction Charge above, all other fees stated in this Appendix A will not be applicable until December 1, 2011.

TYPE OF FEE	FEE DESCRIPTION	FEE AMOUNT	TYPE OF ACCOUNT FEE IS APPLICABLE TO
International Outgoing Wire	Charge assessed for sending funds to an international institution via wire transfer	$20.00 per wire request	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account Certificate of Deposit IRA Certificate of Deposit
Express Mail Fee	Charge assessed for sending documentation via Express Mail	$15.00 per package	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account Certificate of Deposit IRA Certificate of Deposit
Statement Copy	Charge assessed for paper copies of statements mailed to customer	No charge	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account Certificate of Deposit IRA Certificate of Deposit
Account Research Fee		$25.00 per hour/1 hour minimum	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account Certificate of Deposit IRA Certificate of Deposit

NOTE: For IRAs, other than the Transaction Charge above, all other fees stated in this Appendix A will not be applicable until December 1, 2011.

APPENDIX B. CHECK 21 DISCLOSURES

Substitute Check Policy Disclosure — Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. (Checks that you scan using eCheck Deposit are not substitute checks.) The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or that we withdrew money more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest, if your account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by telephone at 877-247-ALLY (2559), by email at customercare@allybank.com or by writing to: Ally Bank, P.O. Box 951, Horsham, PA 19044. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is nonsufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the payee and the amount of the check.

APPENDIX C: FUNDS AVAILABILITY

Revised — Funds Availability Schedule Effective May 21, 2011

Your Ability To Withdraw Funds

Our policy is to delay the availability of funds from your check deposits for all deposit accounts. During the delay, you may not withdraw the funds and we will not use the funds to pay checks you have written, debit card transactions, wire transfer, ACH or other payment instructions, We do not accept cash deposits.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit that is received by us via the U.S. Postal Service, overnight carrier or courier before 5:00 PM ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if a deposit is received by us after 5:00 PM ET or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit via eCheck Deposit before 4:00 PM ET on a business day that we are open, we will consider that day to be the day of deposit. If a deposit is received by us through eCheck Deposit after 4:00 PM ET on a day we are open for business, we will consider that deposit to be made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below. Deposits cannot be made in person to an Ally Bank employee.

Same-Day Availability

Funds from the following deposits are available the same business day the deposit is received:

- Electronic Direct Deposits
- Wire Transfers (Received by 3:00 PM ET)
- ACH Credit transfers received by Ally Bank (Received by 5:00 PM ET) and originated from another bank. "ACH Credit" means a transfer instruction in which you direct another financial institution to send funds to Ally Bank. See below regarding ACH Debits.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- Checks drawn on Ally Bank
- U.S. Treasury checks that are payable to you.
- Wire Transfers (Received after 3:00 PM ET)

Other Check Deposits

For all other checks drawn on any U.S. financial institution other than Ally Bank, state or local government checks that are payable to you, Cashier's, Certified, Teller's or traveler's cheques that are payable to you, and Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you, $100 is available on the first business day after the day of your deposit and the remaining funds on the second business day after the day of your deposit.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.

- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from wire transfers and ACH credit transfers and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the second business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Special Rules for eCheck Images

Funds from eCheck Deposit images are generally made available within the above policy timeframes, however, Ally Bank reserves the right to make such deposits available at our discretion.

Special Rules for ACH Debit Transactions

ACH Debits are generally made available the day after the funds are received by Ally Bank, however, Ally Bank reserves the right to make such deposit available at our discretion. "ACH Debit" means a transfer instruction issued by you at Ally Bank in order for funds to be pulled from your registered non-Ally account at another financial institution and deposited to your Ally Bank account.

AMENDMENTS TO THE
DEPOSIT AGREEMENT
DATED JUNE 18, 2011

Pursuant to Section I.C.33 of the Deposit Agreement dated June 18, 2011 (Change in Terms), the following changes are effective as of July 19, 2011:

Appendix A: Fee Chart

The Account Research Fee is modified by deleting "Certificate of Deposit" and "IRA Certificate of Deposit" from the "Type of Account Fee Is Applicable To" column.

Appendix C: Funds Availability

The paragraph entitled "***Other Check Deposits***" shall be modified by deleting "$100" in the fourth line and inserting "$200."

The following change is effective as of September 27, 2012:

The language on Page 7 of the Deposit Agreement following the Early Withdrawals "bullet" is deleted in its entirety and replaced with the following language:

You may not make a partial withdrawal of principal from a CD or IRA CD prior to the maturity date. If we consent to the redemption of a CD or IRA CD prior to the maturity date, we will close the CD and impose a penalty. The penalty amount will be equal to the loss of 60 days interest calculated at the interest rate in effect for the CD or IRA CD at the time the redemption request is made. The penalty will be imposed on the balance of the CD or IRA CD. Any accrued (but not yet posted) interest will be applied as a credit against the penalty amount. If the accrued interest exceeds the penalty amount, the excess accrued interest over the penalty amount will be paid to you. If the accrued interest is less than the penalty amount, a reduction of the balance may result.

This penalty does not apply in the case of the Ally No Penalty CD, which does not allow withdrawals during the first six days following the date the account is funded. Thereafter, you may withdraw the balance and accrued interest without penalty.

This penalty also does not apply in the case of death, disability or legal incapacity of any owner, or to a withdrawal of up to the required minimum distribution from a CD held in an Ally traditional or SEP Individual Retirement Account (IRA). *For more information about withdrawals from Ally IRAs, please see the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in your Welcome Kit.*

The following changes are effective as of February 28th, 2013:

The Outgoing International Wire Transfer service is discontinued. The "International Outgoing Wire" fee on Page 32 and the "Wire Transfer Terms" beginning on Page 26 are deleted.

Domestic Wire Transfers will continue to be governed by the terms of the Agreement set forth on the Ally Bank Wire Transfer Request (Domestic) form.