

## Community Terms of Service

Welcome. Thank you for taking the time to review these Terms of Service (“**Terms**”). Ally Financial, Inc. (“**Ally**,” “**we**,” “**us**,” or “**our**”) makes certain features available on its websites, such as product reviews, ratings, and the Ally Community (collectively, the “**Community**”), that allows you to contribute to the website. You may use the website, content, services and applications provided by Ally as long as you follow these Terms. By registering for or using the Community, you agree that you have read and understand these Terms and the [Straight Talk Guidelines](#). If you do not agree to these Terms, do not use the Community.

Changes. Ally may modify these Terms at any time, which will take effect once posted. We recommend that you check these Terms periodically for changes. Your continued use of the Community after we post changes to these Terms will mean you accept those changes. We reserve the right to modify or discontinue any aspect of this Community at any time and without notice to you.

Your Posts, Ratings, Reviews and Comments. You are responsible for your use of the Community, including any posts, ratings, reviews or comments you make to the Community. You are responsible for all activities that occur under your name and/or your Community registration. You understand that your posts, ratings, reviews and comments may be accessed and viewed by other, including the general public, and that we do not guarantee any confidentiality relating to your posts, ratings, reviews or comments. Posts, ratings, reviews or comments made by users do not represent our opinions, views, advice, or beliefs, and we make no claim of accuracy for these posts, ratings, reviews or comments.

Third Party Content and Services. Through the Community, you may learn about articles, products, services, offers, and promotions provided by third parties, and not by Ally. If you decide to use these third-party services, you are responsible for reviewing and understanding the terms and conditions governing those services. You agree that the third party, and not Ally, bears all responsibility for those services.

Monitoring and Moderation. Ally has a service provider that moderates the Community. These moderators pre-screen postings, reviews, ratings, and comments to ensure their compliance with these Terms and our Straight Talk Guidelines, as determined solely by the moderators or us. Any content that is not in compliance with these Terms and the Straight Talk Guidelines will not be posted. We reserve the right to remove content at our discretion.

Copyright Infringement is Prohibited. Ally does not permit copyright infringing activities on the Community, and Ally may remove any user posts, ratings, reviews or comments if properly informed that any such content infringe on another's copyright rights. We will terminate your ability to submit posts, ratings, reviews and comments if, under appropriate circumstances, you are determined to be a repeat infringer.

Notice of Copyright Infringement. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may notify Ally by providing the following information in writing:

- A signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- Identification of the location where the copyrighted work exists;
- Identification of the content that is claimed to be infringing, a description of the infringing activity, and information reasonably sufficient to permit Ally to locate such content;
- Your contact information, such as an address, telephone number, and email address;
- A statement that you have a good faith belief that use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

By Email: [dmcasop@cscinfo.com](mailto:dmcasop@cscinfo.com)

By Mail: Corporation Service Company, 1090 Vermont Avenue NW, Washington, DC 20005

By Phone: 800-927-9801

By Fax: 302-636-5454

If you fail to comply with all of the requirements above, your notice may not be valid.

Ally Can Use Your Posts, Ratings, Reviews and Comments. For any content that you post to the Community, including, but not limited to, data, text, files, messages, documents, images, photographs, audiovisual works, videos, musical compositions, sound recordings, postings, your and/or other persons' names, voices, likenesses, usernames, profiles, actions, performances, appearances and/or other biographical information or material, and any other materials, you grant Ally a perpetual, nonexclusive, royalty-free, irrevocable, and transferable right and license to use, edit, alter, copy, reproduce, disclose, display, publish, remove, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit such content and/or incorporate such content, in part or in whole, into any form, technology, or medium throughout the world, on an unrestricted basis for any purpose. Under this license, we are free to use any ideas or concepts contained in such content without further attribution, compensation or notice to you.

Privacy and Security. Any content that you place on the Community is public and is posted at your own risk. Therefore, information that you do not want to make public, such as posts including your contact information or email address should not be posted on the Community. We are not responsible for the consequences of your decision to disclose personal information on this Community.

Indemnification. You agree to indemnify, defend, and hold Ally, its agents, parent companies, subsidiaries, affiliates, partners, or third-party service providers and their respective directors, officers, and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, damages, liabilities and costs (including, attorney's fees) arising from or related to: (a) your use of the Community; (b) your violation or breach of these Terms or the Straight Talk Guidelines; or (c) your violation of any third-party right, including without limitation any copyright, property, privacy or publicity right. This obligation will survive these Terms and your use of the Community.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED, ALLY AND ITS AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, OR THIRD-PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE COMMUNITY, MATERIALS, CONTENT OR ANY OTHER RELATED SERVICES OR PRODUCTS, OR FOR ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT, BUSINESS INTERRUPTIONS, LOSS OF DATA OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION, MATERIALS OR CONTENT UPLOADED, AVAILABLE FOR VIEWING, AND/OR DOWNLOADED, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORIES OF LIABILITY, AND EVEN IF ALLY OR ITS AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, OR THIRD-PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Warranties. THE CONTENT ON THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, POSTS, THIRD PARTY CONTENT, AND ANY ALLY CONTENT) IS PROVIDED "AS IS" AND CARRIES NO WARRANTIES. ALLY DOES NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR QUALITY OF ANY CONTENT ON THE COMMUNITY, REGARDLESS OF WHO ORIGINATES THAT CONTENT. ALLY IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE COMMUNITY, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT. ALLY DOES NOT WARRANT THAT THE COMMUNITY IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER LIMITATIONS.

Miscellaneous. These Terms are governed by the laws of the state of Utah. This Community is directed at a U.S. audience, and may not be appropriate for users outside the United States. Use of the Community may not be permitted under the laws of other countries. You may only use the Website for noncommercial purposes. In the event of a violation of these Terms we reserve the right to seek all remedies available by law or in equity. All rights not expressly granted are reserved and retained by us.

## **Straight Talk Guidelines**

Be nice, and treat others the way you'd like to be treated, because we welcome all points of view on products and the intended banking-related topics. Interact with other users respectfully, as you would in any public or professional arena. If you disagree with the statements of another user, it is acceptable to engage in polite, mature debate. Name-calling, personal attacks, harassment, and other aggressive postings or behavior are not allowed.

Your comments should be related to the topic of the relevant product or Community entry. Comments that are unrelated to the product or Community entry may not be posted, as determined by us.

The following content and conduct are not allowed in the Community. Your posts or other communications that include the following content or reflect prohibited conduct may not be posted, or may be removed if posted. The following content and conduct are prohibited:

#### Indecent, obscene, disruptive, or unrelated content

- Pornographic, explicit, vulgar, or obscene material of any kind - including profanity masked by initials, symbols, intentional misspellings, or other characters;
- Abusive, threatening, defamatory, derogatory, or inflammatory language, or stalking or harassment of any individual or entity;
- Hateful or discriminatory speech of any kind regarding age, gender, ethnicity, race, religion, nationality, sexual orientation, or disability;
- Spamming, flaming or excessive posting;
- Content that is disruptive, off-topic, deliberately intended to have a negative impact on the Community, its users, our competitors, or otherwise interfere with the ability of others to comfortably use the Community.

#### Solicitations, fraudulent or commercial conduct or activities

- Unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or pyramid or multi-level marketing schemes, or using automated means, including spiders, robots, crawlers, data-mining tools, or other means to download data from the Community;
- Engaging in, promoting, or advocating any illegal activity or fraudulent schemes of any kind - including, but not limited to, fraud, money laundering, tax evasion, securities fraud, and pyramid or multi-level marketing schemes - through your posts or other use of the Community. You also agree not to mention or post links to other websites that engage in such activities;
- Content that you know is false, inaccurate, libelous, or otherwise misleading in any way;
- Content that contains potentially damaging computer programs or files, including, but not limited to computer viruses, worms, or other similar files;
- Intentionally impersonating or misrepresenting yourself or qualifications;
- Posting or transmitting material you do not have the right to post or transmit (such as copyright, trade secret or securities) or due to your personal contractual or fiduciary relationships;
- Posting material that violates any applicable law or regulation, including, without limitation, the rules and regulations of the U.S. Securities and Exchange Commission and the national or other securities exchanges;
- Offering, selling, or buying any security through the Community;
- Using the Community in any manner that could damage, disable, overburden, or impair Ally's servers or networks, or interfere with any other user's use and enjoyment of the Community.

#### Interacting Courteously, Customer Complaints and Etiquette

- Posting any personal or identifying information about another person, including addresses, email addresses, contact information, or phone numbers is prohibited, and use care in posting your personal or identifying information;
- Maintain courtesy and follow good posting etiquette. Posting with ALL CAPS, HTML tags, or excessive typographic symbols may result in your post being denied or removed;
- The Community should not be used to report an Ally customer service issue. To get help with an issue, please call us at 1-877-247-ALLY. Any posts complaining about an individual Ally customer service issue will not be posted.

#### Copyright and intellectual property violations

- Infringing upon any party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights, or right of publicity or privacy is strictly prohibited and is your sole responsibility;

- By submitting any content to the Community, you warrant and represent that you are the copyright owner of the content or that the copyright owner of the content has granted you permission to use such content consistent with the manner and purpose of your use.
- Using the Community to distribute unauthorized copies of copyrighted material, including photos, artwork, text, recordings, designs, computer programs, or derivative works of such programs is strictly prohibited.