

# ALLY BANK ONLINE BANKING SERVICES AGREEMENT

Version 4.0, March 17, 2012

This Ally Bank Online Banking Services Agreement, as amended from time to time, (“Agreement”) governs your use of and access to Ally Bank’s Online Banking Services. Please read and download, save, and/or print a copy for your records. 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 [www.allybank.com](http://www.allybank.com).

Please read this Agreement carefully. This Agreement includes, among other things:

- I. Overview of the Agreement, including definitions
- II. A description of Online Banking Services
- III. Ally Bank Mobile Services Agreement
- IV. Prohibited uses of Online Banking Services
- V. Ally Bank’s limitations on liability for Online Banking Services
- VI. Certain other terms and conditions

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## Definitions

In this Agreement, the words:

- “Authorized Account Owner” means Primary Owner or Joint Owner, as applicable.
- “Account” means Interest Checking Account, Money Market Account (“MMA”), Online Savings Account, Certificate of Deposit (“CD”), Individual Retirement Account (“IRA”) Certificates of Deposit, IRA Online Savings Account, and CMG NOW Account offered by Ally Bank.
- “Ally Bank,” “we,” “us” and “our” mean Ally Bank and any of its affiliates or direct or indirect subsidiaries.
- “Business Days” are Monday through Friday. Saturdays, Sundays and federal holidays are not included.
- “Consumer” means a natural person who has an Eligible Account for which an Online Banking Service is requested primarily for personal, family or household purposes.
- “Due Date” means the date on which a payment becomes due to a Payee.
- “Eligible Account” means an Account that is eligible for a particular Online Banking Service.
- “Joint Account” is an Account owned by two or more individuals.
- “Joint Owner” means an individual that is an Owner of an Eligible Account with the Primary Owner.
- “Online Banking Services” means our online banking services available for certain Eligible Accounts that can be accessed or enrolled in at [www.allybank.com](http://www.allybank.com). We may add, remove, change or revise Online Banking Services offered from time to time. Ally Auto Finance, GMAC Mortgage and other product and service offerings made available by Ally Bank’s parent, Ally Financial, are not Online Banking Services subject to this Agreement.
- “Owner” means each person who is a named owner of an Eligible Account as indicated in our records.
- “Payee” means an individual or entity to whom or which you make payment through the Online Banking Services or the individual or entity from which you receive eBills.
- “Primary Owner” is the individual Owner who is listed first on the Eligible Account in our records.
- “Scheduled Delivery Date” means the date a payment is scheduled to be delivered to a Payee.
- “Vendor” means any third-party service provider we may engage to perform functions for us under this Agreement.
- “Website” refers to the Ally Bank website, [www.allybank.com](http://www.allybank.com), through which the Online Banking Services are made available.

- “You” and “your” means, as applicable, each Authorized Account Owner (including any Owner) of an Account.

Other capitalized terms are defined throughout the Agreement.

## **I. Overview**

### **A. What’s Part of This Agreement**

Online Banking Services allow you to access and manage your Account(s) with us online via a personal computer equipped with supported browsers and other hardware and software set forth in Section II (J) of the Agreement and on the Website.

Certain Online Banking Services are also available as Mobile Services. Please review Section III, Ally Bank Mobile Services Agreement, for information specifically applicable to Mobile Services.

Access to and use of Online Banking Services is subject to this Agreement and also to the following, which are considered part of this Agreement as applicable to your Eligible Account(s):

- Terms or instructions appearing on a computer or mobile device screen when enrolling for, activating, accessing, or using any Online Banking Service; and
- Ally Bank's rules, procedures and policies, as amended from time to time, that apply to the Online Banking Service or any Eligible Account; and
- Debit Card Agreement and Disclosure; and
- Ally Bank Deposit Agreement or
- CMG Deposit Agreement.

### **B. Conflicts between Agreements**

If this Agreement conflicts with any other agreements related to your Eligible Account or Online Banking Service, or the other agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Eligible Account or Online Banking Service with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Eligible Account or Online Banking Service that do not appear in this Agreement will continue to apply.

### **C. Accepting the Agreement and Future Changes**

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms, or removing terms from this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date of the revised Agreement, unless an immediate change is necessary as required by law or to maintain the security of the Website or for other legal reasons. You will be notified if we revise, modify or otherwise update this Agreement. Your use of any of the Online Banking Services after the effective date of the new version of this Agreement will constitute your acceptance of the new version of this Agreement.

### **D. Authorized Account Owners and Joint Owners**

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any Authorized Account Owner. If we provide notice to one Joint Owner, all Joint Owners are deemed to have

received notice. Access to certain Online Banking Services may require Joint Owners to have a unique username, safe key image and phrase and password.

#### *Additional Joint Accounts*

Any Joint Owner (for purposes of this paragraph, the "Primary Joint Owner") may open a new Joint Account with another Joint Owner (for purposes of this paragraph, the "Secondary Joint Owner") with whom the Primary Joint Owner already owns an existing Joint Account (as of the date of such new Joint Account opening). The Primary Joint Owner is specifically permitted to open the new Joint Account on behalf of the Secondary Joint Owner, without their direct involvement. All Joint Owners acknowledge and agree that this is permissible under this Agreement, and they specifically agree that a Primary Joint Owner may perform all acts necessary for Joint Account opening, including consenting to receipt of all Account information, correspondence, and legal disclosures electronically, on behalf of the Secondary Joint Owner.

## **II. Ally Bank Online Banking Services**

Subject to the terms of this Agreement, you may use the Online Banking Services to access, use, and manage your Eligible Accounts. The types of Online Banking Services are described generally in this Agreement and more fully on our Website and may change from time to time, at our sole option. You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that can access the Online Banking Services and that you are responsible for all costs associated with same. Not all transactions and services are available for all products.

### **A. Overview**

#### *Transactions*

- Open and fund additional Eligible Account(s) online
- Scan and deposit check images into your Ally eCheck Deposit Eligible Accounts online ("eCheck Deposit")
- View Eligible Account balance(s) and transactions
- Transfer funds between Eligible Accounts
- Transfer funds to or from non-Ally Accounts
- Transfer funds using Popmoney® to individuals
- Use Bill Pay services to:
  - Receive bills from participating Payees ("eBills")
  - Make payments to Payees

#### *Services*

- Receive Eligible Account statements
- Receive Online Banking Alerts
- Request CD interest rate increases ("Raise Your Rate CDs")
- Request cancel or stop payment
- Request IRA distribution
- Add and manage beneficiaries
- Order checks and deposit slips
- Manage your Ally Perks for Eligible Accounts
- Exchange Secure Email messages or chat with our Customer Care department
- Update your profile information
- Other Online Banking Services as they become available

## B. Online Banking Services for Eligible Accounts

Below is a summary of the Online Banking Services that are available for each type of Account subject to this Agreement. Please note that not all Online Banking Services are available for each type of Account. Certain Online Banking Services are also available as Mobile Services. Please review Section III, Ally Bank Mobile Services Agreement, for information specifically applicable to Mobile Services.

	Interest Checking	Online Savings	Money Market	CDs	IRA	CMG NOW
<b>Online Banking</b>	✓	✓	✓	✓	✓	✓
<b>View Statements/Correspondence</b>	✓	✓	✓	✓	✓	✓
<b>Secure Email</b>	✓	✓	✓	✓	✓	✓
<b>Alerts</b>	✓	✓	✓	✓	✓	✓
<b>Online Chat</b>	✓	✓	✓	✓	✓	✓
<b>Manage Beneficiaries</b>	✓	✓	✓	✓	✓	✓
<b>Stop or Cancel Payment</b>	✓		✓			✓
<b>Internal Transfers</b>	✓	✓	✓	Funding New CDs only		✓
<b>External Transfers</b>	✓	✓	✓	Funding New CDs only		✓
<b>Popmoney®</b>	✓	✓	✓			✓
<b>Bill Pay</b>	✓					✓
<b>Ally eCheck Deposit<sup>SM</sup></b>	✓	✓	✓	Funding New CDs only		
<b>Ally Perks</b>	✓					✓
<b>Request IRA Distribution</b>					✓	

## C. Access to Online Banking Services and Your Obligations

You may access your Eligible Accounts through the [www.allybank.com](http://www.allybank.com) Website. In order to do so you must have username, safe keys, a password and the required hardware and software as described in this Agreement or on the Website. You must comply with any security procedures and policies we may establish from time to time.

- **Authorized Transactions:** You agree to safeguard your username, password, safe keys and Account number(s). If you give someone your Online Banking Service username, safe keys and password, you are authorizing that person to use the Online Banking Service in your name, and you are responsible for all transactions the person performs using your Online Banking Service username, safe keys and password. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.
- **Unauthorized Transactions:** Tell us AT ONCE if you believe that your Online Banking Services username, safe keys and password have been lost, stolen or otherwise compromised. The best way to minimize any losses or other adverse consequences is to call us immediately at **877-247-**

**ALLY (2559).** The unauthorized use of your Online Banking Service may cause you to lose funds. See your deposit agreement for additional important information.

- *Log Out:* For your protection, log out after every Online Banking Service session and close your browser to ensure confidentiality.
- *System Maintenance:* At certain times, online access to some or all of your Eligible Accounts may not be available due to system maintenance or circumstances beyond our control. Our Customer Care associates may be contacted 24 hours a day, 7 days a week at **877-247-ALLY (2559)**.

#### **D. Ally eCheck Deposit<sup>SM</sup>**

eCheck Deposit allows you to make deposits to your eCheck Deposit Eligible Accounts remotely by scanning checks and transmitting images of such checks to us in compliance with the eCheck Deposit Terms in your Deposit Agreement. Please refer to the Deposit Agreement for the terms of eCheck Deposit.

#### **E. Electronic Funds Transfers**

Types of Electronic Funds Transfers Available Online:

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds into an Eligible Account.
- 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 an Eligible Account.
- You may also direct that funds be transferred from one of your Eligible Accounts to another Eligible Account.
- You may also direct that funds be sent to or received from a third party via Popmoney®.
- You may authorize a merchant or other Payee to make a one-time electronic payment from your Eligible Account using information from your check to pay for purchases and to pay bills.

Please review the Ally Bank Deposit Agreement or the CMG Deposit Agreement, as applicable, for additional important information regarding Electronic Funds Transfers.

#### **F. Bill Pay** (*updates to this section are effective as of May 4, 2012*)

##### *Description of Bill Pay*

If you have a Bill Pay Eligible Account and your mailing address on file with Ally Bank is a valid U.S. address, you may use our Bill Pay service. Payments initiated through Bill Pay must be directed only to Payees with a valid U.S. address. Transaction amounts may be limited, notwithstanding the amount in your Bill Pay Eligible Account, and will be disclosed on the Bill Pay Website screens. You may only use Bill Pay for personal, family or household use, and must not use it for or on behalf of any business, partnership, corporation, proprietorship or other entity.

When setting up Payees and payments in Bill Pay, you must provide us with information on your Payee accounts. You must make sure this information is accurate and complete, and you agree to update it as necessary to keep it accurate and complete. We will use this information to facilitate your use of the Bill Pay service, and for accessing Payee websites on your behalf.

We may engage one or more Vendors to provide the Bill Pay service on our behalf. A Bill Pay Vendor may also advance funds on your behalf as described in this Section II.F.

##### *Joint Accounts*

If there is a Joint Owner associated with the Bill Pay Eligible Account, you and the Joint Owner consent to permit us to disclose information concerning the Bill Pay Eligible Account bill payments, completed, pending and scheduled, to other Joint Owners. Joint Owners may use the same Bill Pay Eligible Account for their individual use of Bill Pay. Each Authorized Account Owner has the same right of access to Bill Pay services such as notifying Online Customer Care of suspected loss or fraud or canceling Bill Pay, etc. Each Authorized Account Owner must individually enroll in Bill Pay and, if so enrolled, will have a separate Payee list and payment history.

### *Using Bill Pay*

#### *How Bill Pay Works:*

- Payments can be scheduled any time, as a one-time transaction up to a year in advance, as recurring transactions, or as payments that are automatically paid upon receipt of an eBill.
- The date you enter for payment is the Scheduled Delivery Date on which Ally Bank will attempt delivery of the payment to the Payee.
- Your Bill Pay Eligible Account must be in good standing on the Scheduled Delivery Date that you select.
- Payments will be initiated prior to the Scheduled Delivery Date you select. Payments delivered electronically will be initiated one Business Day prior to the Scheduled Delivery Date; payments delivered via paper check will be initiated 4 Business Days prior to the Scheduled Delivery Date. You will not be able to select a date as your payment's Scheduled Delivery Date unless it allows for sufficient Business Days after payment initiation, as noted in the foregoing.
- Payments that are entered after 7:30 p.m. Eastern Time will be initiated no earlier than the next Business Day.
- We make every effort to deliver your payment by the Scheduled Delivery Date, but payments to some Payees may take longer. To ensure timely payment, you must select a Scheduled Delivery Date that is on or prior to the Due Date specified on your bill or statement. For payments that are critical to you, we recommend selecting a Scheduled Delivery Date at least four (4) Business Days prior to the bill's Due Date.
- You must select a Scheduled Delivery Date using the Due Date for the bill or eBill and not the last day of any grace period established by the Payee.
- The payment amount will be debited from, or charged to the Bill Pay Eligible Account that you designate on the Scheduled Delivery Date you specify. If the Scheduled Delivery Date falls on a non-Business Day, then the Scheduled Delivery Date will be the prior Business Day.
- If you do not schedule a payment on or prior to your bill Due Date, or if your Bill Pay Eligible Account is not in good standing, you are fully responsible for all late fees, interest charges or other action taken by the Payee.

#### *Payment Authorization and Available Funds*

- You authorize Ally Bank to withdraw, debit or charge the necessary funds from your Bill Pay Eligible Account in order to complete your requested bill payments. You also authorize Ally Bank to credit your Bill Pay Eligible Account for payments returned to Ally Bank by the U.S. Postal Service, Payee, or any other third party.
- By furnishing us with the name and address of a Payee, you authorize us to follow your payment instructions regarding that Payee. In some instances, we may submit payments to the best known Payee address.
- When necessary, you authorize us to change or reformat your Payee account number to match the account number or format required by your Payee for electronic payment processing or eBill activation.
- For bill payments funded by Bill Pay Eligible Accounts, completion of a scheduled payment requires availability of sufficient funds on the Scheduled Delivery Date. You agree that you

will initiate a bill payment only when a sufficient balance is or will be available in your Bill Pay Eligible Account at the time of withdrawal of funds.

- If there are not enough funds available to complete the payment, we or our Vendor may either (a) complete the payment by advancing funds on your behalf or (b) refuse to complete the payment, without regard to whether we may have previously established a pattern of honoring or dishonoring such payments. In either case, we reserve the right to impose an overdraft fee paid or an overdraft returned item fee in accordance your applicable deposit agreement. You agree to pay any fees we may impose, which may vary depending on the action we take. Any negative balance on your Account, or the amount of any advance of funds, is immediately due and payable, unless we agree in writing, and you agree to reimburse us and our Vendor for any expenses incurred in recovering any monies due and owing, including reasonable attorney fees, expenses and any overdraft fee paid or overdraft returned item fees.
- At our option, if there are insufficient funds in your Bill Pay Eligible Account on the Scheduled Delivery Date, we may, in our discretion, attempt to debit such payment on a later Business Day. This may result in additional overdraft fees or other expenses.
- If our Vendor advances funds on your behalf to complete a payment for which there are not enough funds in your account, you will immediately owe repayment of the amount of the advance directly to our Vendor. Either we or our Vendor may contact you to notify you of the advance and your immediate obligation to repay it to the Vendor.
- You agree to immediately repay the amount of any advance made by our Vendor on your behalf to complete a payment for which there are not enough funds in your account by following the instruction of Ally Bank or our Vendor. We or our Vendor may instruct you to repay the advance by depositing adequate funds in your Bill Pay Eligible Account, in which case, we will transfer those funds to repay our Vendor on your behalf. Alternatively, we or our Vendor may instruct you to make the required repayment directly to our Vendor.
- Our Vendor is a third party beneficiary of your obligation to repay the amount of any advance made by the Vendor for the purpose of completing a payment.
- Whether or not any advance is made or repaid, you are obligated directly to Ally Bank for the amount of our overdraft fees or other expenses in the event that your account does not have sufficient funds to complete a payment.
- Either we or our Vendor, or both, may contact you regarding your requested bill payments, any advance made to complete a payment, or your repayment of any advance.
- In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.
- We are under no obligation to notify you if we cannot complete a payment because there are not sufficient funds in your Bill Pay Eligible Account to process the payment. In this case, you are responsible for making alternate arrangements or rescheduling the payment.
- You may make payments to anyone in the U.S. (which includes its territories). Payments to Payees outside the U.S. are prohibited.
- Tax payments, court-ordered payments, or payments to settle securities transactions are prohibited and you agree that you will not attempt to use Bill Pay to make such payments.
- Bill Pay is intended only for use by you as the subscriber of Bill Pay. Any attempt to use Bill Pay to process payments for third parties is prohibited and will be grounds for termination of Bill Pay and your access to the service.
- If your Bill Pay Eligible Account closes or is restricted for any reason, all pending payments associated with the Bill Pay Eligible Account will be cancelled and it is your sole responsibility to make all pending and future payments.
- We do not have any duty to monitor the payments that are made through Bill Pay.

#### *Canceling Payments; Stop Payments; Refunds or Reversals*

- In order to cancel a bill payment, you must sign into Online Banking Service and follow the directions provided on the Bill Pay screens.

- A bill payment cannot be cancelled or edited after 12:00 p.m. Eastern Time on the fourth (4<sup>th</sup>) Business Day prior to the Scheduled Delivery Date.
- For bill payments that are made via paper check, a stop payment request may be submitted and we must have a reasonable period of time in which to act on such stop payment request.
- You may place a stop payment request on the 'Payment Details' page in Bill Pay or contact us immediately at **877-247-ALLY (2559)**.
- If we are successful in stopping a payment, it may take up to seven (7) Business Days for the funds to be credited to your Account.
- Once a payment has been made, you cannot use Bill Pay to request a refund, cancellation, correction, or reversal of the completed payment. In such situations, you will need to contact the Payee's customer service in order to request a refund, cancellation, correction, or reversal of a completed bill payment.
- We may be liable to you if we fail to stop a payment according to your order, so long as your order describes the payment with reasonable certainty, including all identifying information we require, and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent or is in process. Except as stated in this Agreement, any stop payment provisions of the agreement governing your Bill Pay Eligible Account that apply to checks will also apply to Bill Pay. Examples of such stop payment provisions include those listing the specific information we require to identify a payment, as well as the definition of "reasonable period of time."

#### *Returned Bill Payments*

- A Payee, a payment system participant, and/or the United States Postal Service may return payments for various reasons, such as: the Payee account number is not valid, the Payee is unable to locate your account, the Payee has changed its address or sold your account, or the Payee account was paid in full. We have no obligation to notify you of a returned bill payment.

#### *Termination of Bill Pay*

- If you have Bill Pay and do not schedule or process a payment through Bill Pay for any 3-month period, we may, at our sole discretion, terminate your use of Bill Pay without prior notice. You agree that you will only use Bill Pay to pay bills and invoices, and not for any other purpose. Using Bill Pay for other, unauthorized purposes or establishing more than 999 Payees may result in termination of your access to Bill Pay, at our sole discretion. You must have at least one Bill Pay Eligible Account to use Bill Pay. If you close your Bill Pay Eligible Account, you must designate a new Account within 30 days or we may terminate Bill Pay without prior notice. If we terminate your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility. If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling Customer Care at 877-247-ALLY (2559). This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that you have terminated Bill Pay.

#### *Third-Party Service Providers ("Vendors")*

- We may use unaffiliated third-party service providers (referred to as "Vendors") to act on our behalf in processing payments you schedule through Bill Pay. We and our Vendor may share with each other information about you and your account for the purpose of providing our services, making payments, and obtaining repayment of advances and payment of fees and expenses. Any such Vendor is required to implement appropriate measures to protect the privacy and security of consumer information. Bill Pay payments processed as paper checks may show that they are drawn on our Vendor rather than on Ally Bank.

### *Bill Pay Provisions Control*

- If this Bill Pay Section conflicts with any other provisions of this Agreement, this Section governs with respect to Bill Pay.

## **G. eBills**

### *Description of eBills*

- eBills are a feature of Bill Pay that allows you to receive bills electronically from Payees. We obtain information about your bill, including the Due Date and amount due, from the Payee, or the website of the Payee. eBill information that we receive will not include all of the details on your bill, and your eBill may be presented in a different format than that which is provided by your Payee. You may view eBill Due Dates and amounts on the “Pay Bills” or “eBills” pages of Bill Pay.

### *Requirements*

- To receive delivery of your eBills through Bill Pay, you must have a Bill Pay Eligible Account, and be registered as a customer with Bill Pay. You will need to ensure that your computer software meets the requirements provided on the Website in order to view, print, and/or save your eBill and legal notices. We will send you an email every statement cycle to let you know that your current eBill is ready for you to view, save, or print at your convenience.

### *Payee Login Credentials*

- In order to facilitate eBill delivery, we will ask you for required information, such as any required password provided to you by the Payee or that you created in order to access the Payee website. When you provide this information, you authorize us to use such information and to access the Payee’s website to retrieve the account information on your behalf, and you appoint us as your agent for this limited purpose. Payees have their own criteria and may exercise their sole discretion in deciding to accept or deny requests to receive eBills. We are not responsible if a Payee denies the request to receive an eBill, or does not provide the necessary data to forward an eBill in a timely manner.

### *Contact Information*

- You should make sure that your contact information is current with Payees at all times, as we are unable to update or change your information, (e.g., name, address, phone number(s) and email address(es)) that you have established with a Payee. You will need to update such information by contacting the Payee directly. Additionally, it is your responsibility to maintain all user names and passwords for the Payee website. You also agree not to use someone else’s information to gain unauthorized access to another person’s account or bill.

### *Other Important Terms*

- It may take up to sixty (60) days for you to receive your first eBill, depending on the billing cycle of the Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. It is your responsibility to keep your Payee accounts current. A Payee may deny your request to receive eBills.
- If you do not receive an eBill, you are responsible for contacting the Payee directly. We are not responsible for any late charges or other adverse consequences. All questions regarding your eBill should be directed to your Payee.

- We will endeavor to make all of your eBills available to you promptly through the Bill Pay service. In addition to notification within Bill Pay, you may choose to receive a notification to the email address listed for your Bill Pay Eligible Account. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to Bill Pay and check on the delivery of new eBills.

#### *Responsibility for Timely Payment*

- You are responsible for ensuring timely payment of all eBills, regardless of whether or not we provide you with eBills on a timely or complete basis. Copies of previously delivered eBills must be requested from the Payee directly.
- We are not responsible for the underlying accuracy of your eBill(s). Any discrepancies or disputes regarding the accuracy of your eBill summary or detail must be addressed to the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payee(s).
- If a Payee notifies us that it is no longer providing eBills, or we no longer make this feature available via Bill Pay, we will make reasonable efforts to notify you via an Alert and in accordance with applicable law.
- Any individual borrower on your loan, line of credit, or account can enroll in eBills. Regardless of the Authorized Account Owner who enrolls in eBills, the terms of this Agreement apply to all Authorized Account Owners, individually and jointly.
- You understand and agree that eBills are provided for your convenience, and payments due will continue to be your responsibility as stated in your promissory note, line of credit agreement, mortgage, deed of trust, credit card agreement or security agreement for each account, as applicable.
- For eBill accounts that are in default or subject to an automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering eBills.

#### *Questions and Errors*

- In case of questions or errors about the eBill or Bill Pay services, contact Customer Care at **877-247-ALLY (2559)**. We must hear from you no later than 60 days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 Business Days. When you tell us about the problem, please include:
  - Your name and Account number;
  - A description of the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need;
  - The dollar amount of any suspected error.
  - We will inform you the results of our investigation within 10 Business Days after we hear from you or receive your complaint or inquiry in writing (if required). We will notify you of our investigation results and correct any error, if such an error exists, promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. We will alert you if we require more than 10 Business Days to complete our investigation. If we determine that there was no error, we will send you a written explanation after we finish our investigation. If we do not complete a transaction on time or in the correct amount according to our agreement with you, we will compensate you as provided above.

#### **H. Online Banking Alerts**

- *Automatic Alerts:* We may automatically send you email alerts when certain changes or other events occur such as when you change your password or when a recurring transfer

begins processing (“Automatic Alerts”). These Automatic Alerts help us to protect the security of your Online Banking Services.

- *Subscription Alerts:* You may choose to sign up to receive certain email alerts related to your Alerts Eligible Account such as Eligible Account balances or when you have non-sufficient funds in your Eligible Account (“Subscription Alerts”).

The following apply to both Automatic Alerts and Subscription Alerts:

- While we do our best to provide timely Alerts with accurate information, you understand and agree that your Alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of Alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party in reliance on an Alert.
- We do not include your password or full account number in Alerts. You acknowledge and agree that Alerts are sent to you without being encrypted and that they may include your name and some information about your Eligible Account(s). Depending on the Alert, information such as your Eligible Account balance, Payee names, or transaction amounts may be included. Anyone with access to your email will be able to view the content of these Alerts.
- We provide all Alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate Alerts at any time without prior notice to you.

#### **I. Electronic Eligible Account Statements**

- *Eligible Account Statements.* Eligible Account statements are sent by U.S. Mail to Authorized Account Owners. They are also available online to Primary Owners. If Primary Owners would prefer to receive Account statements online ONLY, preferences can be managed in the statements section of the Website. With respect to CMG Now Accounts, if the Primary Owner elects to receive Account statements online only, they waive the provision of their CMG Deposit Agreement that requires delivery of Account statements through mail.

#### **J. Equipment and Supported Browsers**

- You are responsible for obtaining, maintaining and operating your own equipment used to access and perform Online Banking Services including but not limited to transactions and payments. We will not be responsible for any failure or errors resulting from the malfunction of your equipment. We support non-beta versions of the following browsers and platforms for accessing the Online Banking Services via our Website:
  - Windows (XP or Vista) or Mac OS X (Leopard or Snow Leopard)
  - A compatible web browser that supports XHTML 1.0, SSL encryption, and JavaScript. Many browsers work with our site, but the following work best:
    - Microsoft Internet Explorer 7 or 8 (Windows)
    - Mozilla Firefox 3.5 (Windows or Mac OS)

Other browsers and platforms may also work, but we only support them minimally, if at all. Please use the versions noted for optimal display.

### **III. Ally Bank Mobile Services Agreement**

#### **A. Overview**

- This Section III sets forth additional terms and conditions that shall apply if you use an Eligible Mobile Device to access our Mobile Services. Except where modified by this Section III, all terms

and conditions applicable to Online Banking Services remain in effect. This Section III, in conjunction with the remainder of this Agreement, constitutes the entire agreement between us and you relating to the Mobile Services, supersedes any other agreements relating to the Mobile Services, and may only be amended in accordance with Section I.C of the Agreement. If there is a conflict between the terms of this Section III and any other agreement entered into between you and Ally Bank, the terms of this Section III shall govern your use of the Mobile Services.

## **B. Definitions**

- “Eligible Mobile Device” means (a) with respect to a Mobile App, a data-enabled cellular phone or other recognized mobile device that runs an Ally Bank-supported version of either the Android or Apple iOS platform, and (b) with respect to the Mobile Web, any cellular phone or other recognized mobile device with the capability to access the internet. For the avoidance of doubt, tablet devices (e.g., iPads, Xooms) are not supported as Eligible Mobile Devices.
- “Mobile App” means the Ally software application available for download on Eligible Mobile Devices, through which Mobile Services may be accessed.
- “Mobile Services” means the Online Banking Services available to Eligible Accounts through the Mobile Web and Mobile Apps. Mobile Services currently consist of: (1) viewing Eligible Account balances; (2) viewing and searching Eligible Account transaction history; and (3) transferring funds between Eligible Accounts.
- “Mobile Web” means the mobile-optimized version of the authenticated portions of the Ally Bank Website, through which Mobile Services may be accessed.
- “Software” means (a) all software elements and peripherals, (b) related documentation and services, and (c) all upgrades and updates that replace or supplement the foregoing, as existing in the Mobile Web and the Mobile Apps. We reserve the right to change the Software at any time without prior notice.

## **C. Equipment and Related Obligations; Upgrades**

The Software may not be compatible with every mobile device. Ally Bank recommends that you use an Eligible Mobile Device, because they are the devices for which our Mobile Apps and Mobile Web are designed. However, Ally Bank does not represent or warrant the performance or operation of any Eligible Mobile Device. You are responsible for selecting an Eligible Mobile Device, and all issues relating to the operation, performance, and costs associated with such device are between you and your wireless telecommunications provider and/or the individual/entity who sold or provided you with such device.

Should you choose to access our Mobile Services, you are responsible for obtaining, maintaining, and operating an Eligible Mobile Device to achieve such access. Ally Bank shall not be responsible for any failure or errors from the malfunction of your equipment.

You also accept responsibility for making sure that you understand how to use your Eligible Mobile Device as well as the Software before you actually do so. You understand that we may change or upgrade the Software from time to time and that, in such event; you are responsible for making sure you understand how to use the Software as upgraded or changed. You also acknowledge that we may condition your continued use of the Software on your acceptance of upgrades of the Software. While your personal settings and preferences may be retained, there is still the possibility that they may be lost during such an upgrade process and you should verify your personal settings and preferences.

## **D. Access to Mobile Services; Lost or Stolen Devices**

You may access the Mobile Services through an Eligible Mobile Device, and you understand that the terms of Section II.C., Access to Online Banking Services and Your Obligations, govern your access to the Mobile Services, including, without limitation: required security procedures; safeguarding your

login credentials; and your obligations with respect to authorized and unauthorized transactions. The same login credentials (user name, safekeys, and password) that allow you access to Online Banking Services via the Website shall apply to your access to the Mobile Services.

You agree to take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using the Mobile Services. You agree not to leave your Eligible Mobile Device unattended while logged into the Mobile Services and to log off immediately upon the completion of each access session. If your Eligible Mobile Device is lost, stolen, or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Eligible Mobile Device including contacting your wireless telecommunications provider to effectuate such change. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss, or unauthorized use, your confidential information could be compromised. You accept those risks

#### **E. Software and Mobile Services Limitations**

1. Neither we nor our Vendors can always foresee or anticipate technical or other difficulties related to the Software. These difficulties may result in a loss of data or personal settings and preferences, dropped connections, disabled features, or other Mobile Services interruptions. Should this happen, review your transaction status to verify the status of any attempted transaction when you return to an area with wireless coverage or where you have access to a computer (or contact us at 877-247-ALLY (2559)). Neither we nor any of our Vendors assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Software, nor do we or our Vendors assume any responsibility for any disclosure of account information to third parties as a result of the action or inaction of you or your wireless telecommunications provider.
2. Neither we nor any of our Vendors assumes responsibility for the operation, security, functionality, or availability of any mobile device or wireless telecommunications network which you use to access Mobile Services.
3. You agree to exercise caution when using the Mobile Services on your Eligible Mobile Device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about your online banking activity is synchronized between the Software and the Website. Information (including transfer information) available via the Software may differ from the information that is available directly through the Website. Information available directly through the Website may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software, including but not limited to account balance information. The method of entering instructions via the Software also may differ from the method of entering instructions through the Website. Unless otherwise required by applicable law, we are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our Vendors will be liable for any errors or delays in the content displayed via the Software, or for any actions taken in reliance thereon.

#### **F. Fees**

Ally Bank does not currently charge a fee for using the Mobile Web or a Mobile App, but your wireless telecommunications provider for your Eligible Mobile Device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the Eligible Mobile Device and the Mobile Web or Mobile App (as applicable), or based on the location of your use (e.g., fees for roaming or using your Eligible Mobile Device in a foreign country). Please check with your wireless telecommunications provider(s) about any such potential, applicable fees, and please review your Deposit Agreement for other, generally applicable account fees.

#### **G. Software Use; Grant of License**

You agree that your use of the Software provided to you by Ally Bank to facilitate your use of the Mobile Services will be limited solely to access and use of the Mobile Services. Ally Bank hereby grants you a limited, personal, non-exclusive, non-transferable license to install the Software on your Eligible Mobile Device for your personal use. You may not, nor shall you permit any third party to: (1) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof; (2) rent, lease, lend, sell, redistribute, or sublicense the Software; or (3) otherwise exercise any other right to the Software not expressly granted in this Agreement. Ally Bank may use a third party that is not affiliated with Ally Bank to provide certain licensed Software to support the Mobile Services.

If you obtain a different Eligible Mobile Device you may be required to download and install the Software to that different device under the same terms set forth in this Agreement. You agree to delete all such Software from your mobile device promptly if the license rights granted to you are terminated for any reason.

#### **H. Ownership of Software**

Nothing in this Agreement (including, without limitation, the license granted in Section III.G) conveys to you an interest in or to the Software, and we provide you only a limited right of use which we can revoke and terminate in accordance with Section VI.D. The Software is not sold to you, and all rights not expressly granted herein are reserved to Ally Bank and its licensors. Ally Bank and its licensors own all right, title, and interest in and to the Software. No license or other right in or to the Software is granted to you except for the rights specifically set forth in this Agreement.

#### **I. User Conduct**

In addition to the prohibitions described in Section IV, you agree that you will not use the Software or any content delivered to you as part of your use of the Mobile Services in any way that would: (1) infringe any third party copyright, trademark, trade secret, patent, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (2) be fraudulent or involve the sale of counterfeit or stolen items; (3) impersonate another person or entity; (4) be false, misleading, or inaccurate; (5) create liability for Ally Bank or our affiliates or Vendors, or cause us to lose (in whole or in part) the services of any of our Vendors; (6) interfere with or disrupt computer networks connected to the Software; (7) interfere with or disrupt the use of Mobile Services by any other user; or (8) use the Mobile Services in such a way as to gain unauthorized entry or access to the computer systems of others.

#### **J. Consent to Use of Technical Data**

In connection with your use of the Mobile Services, you agree that Ally Bank may collect and use technical data and related information, including but not limited to technical information about your Eligible Mobile Device, system, and application software and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to the Mobile Services. Ally Bank may use this information to improve its products or to provide services or technologies to you.

#### **K. ATM and Cash Locator; Location-based Data**

In addition to the Mobile Services covered by this Agreement, our Mobile Apps also include our ATM and Cash Locator tool. Separate Terms of Use governing your use of the ATM and Cash Locator tool are accessible here: [www.ally.com/files/sections/bank/pdf/locator/ally-atm-cash-locator-terms-of-use.pdf](http://www.ally.com/files/sections/bank/pdf/locator/ally-atm-cash-locator-terms-of-use.pdf). By using Ally's ATM and Cash Locator tool within one of our Mobile Apps, you accept the Terms of Use applicable to the tool.

Note that our ATM and Cash Locator tool includes certain location-based features which can access the geolocation data of your Eligible Mobile Device to assist in providing a service to you. If you use any such location-based feature, you agree that your geographic location and other personal information may be accessed and disclosed through the tool. If you do not wish to have your geographic location and other personal information accessed and disclosed in this way, you must refrain from using location-based features of the tool.

#### **L. Privacy**

Use of the Mobile Services involves the electronic transmission of personal financial information across the networks of your wireless telecommunications provider. Because we do not operate or control the wireless networks used to access Mobile Services, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, for Eligible Mobile Devices, the browser is generally pre-configured by your wireless telecommunications provider. Please check with them for information about their privacy and security practices. Upon receipt of your data or information, Ally Bank will treat it in accordance with our privacy and security policies referenced in and accessible through Section VI.I, below.

#### **M. Export Controls**

The Software and other programs, materials, tools, and technical data provided as part of the Mobile Services may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Ally Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to individuals or entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export law. By using the Mobile Services, you represent and warrant that you are not located in any such country when accessing Mobile Services or listed on any such list.

#### **N. Applicability of Other Provisions; Limitation of Liability; No Warranties; Termination**

Without limiting the generality of Section III.A, you acknowledge that Sections V (Limitation of Ally Bank's Liability; No Warranties) and Section VI.D (Termination) of this Agreement are applicable to and govern your use of the Mobile Services. For the avoidance of doubt, references in those sections to Online Banking Services and the Website shall apply equally to the Mobile Services and your access through the Mobile Web and Mobile Apps.

### **IV. Prohibited Uses of the Online Banking Services**

You may not use the Online Banking Services for activities that include but are not limited to:

- Relate to purchases or sales of:
  - Illegal or controlled drugs and other substances;
  - Drug paraphernalia;
  - Items that encourage, promote, facilitate or instruct others to engage in illegal activity;
  - Items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
  - Items that are considered obscene;
  - Items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction.
- Relate to transactions that:
  - Show the personal information of third parties in violation of applicable law;
  - Violate applicable laws (including anti-money laundering and export control requirements), statutes, ordinances or regulations;

- Violate applicable laws or industry regulations regarding the sale of tobacco products, or prescription drugs and devices;
- Involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

We reserve the right to restrict categories of Payees to whom payments may be made using the Online Banking Services and to refuse payment to a Payee in our sole discretion.

## **V. Limitation of Ally Bank's Liability**

### **A. Failure to Complete a Transaction**

- We will use commercially reasonable efforts to make payments to Payees based on your instructions. In addition to other limitations on liability set forth in this Agreement, we and our Vendors shall not incur any liability to you if we cannot complete a payment or other transaction because of one or more of the following:
  - Bill Pay is not working properly and you know or have been informed about the malfunction before you request a bill payment;
  - If, through no fault of our own, your Eligible Account or any associated Overdraft Transfer Service (as defined in the Ally Bank Deposit Agreement) does not contain sufficient funds to complete a payment;
  - If, through no fault of our own, a Payee does not allocate the funds received in accordance with your payment instructions;
  - You have not provided us with the correct Eligible Account information, or the correct name, address, email address, phone number, or account/invoice information for the Payee;
  - Circumstances beyond our control (such as fire, flood, or interference from an outside force) prevent the proper execution of a payment or transfer transaction, and we have taken reasonable precautions to avoid those circumstances;
  - Circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, result in a payment taking longer to be credited to your Payee account than expected;
  - If you, or anyone you allow, commits any fraud or violates any law or regulation;
  - If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
  - If you have not properly followed the instructions for using eBills or Bill Pay; and/or
  - Provided none of the foregoing exceptions is applicable, if Bill Pay (a) causes an incorrect amount of funds to be removed from your Bill Pay Eligible Account or (b) causes funds from your Bill Pay Eligible Account to be directed to a Payee that does not comply with your payment instructions, we will be responsible for returning the improperly paid funds to your Bill Pay Eligible Account, and for directing to the proper Payee any previously misdirected funds. In addition, with respect to a Bill Pay Eligible Account in good standing, we will reimburse verified late fees, if any, that directly result from a payment delivered after its Scheduled Delivery Date up to the lesser of \$300 per payment (\$1,000 for mortgage payments) or the actual late fee incurred, as long as the payment instruction was submitted accurately, payment was scheduled in accordance with the guidelines described under Section II.F Bill Pay above, and none of the circumstances listed immediately above applies.

- We must receive a claim for any such late payment within 75 days of its occurrence, which claim must be accompanied by sufficient documentation to support it.
- We will not be responsible for any charges, including applicable finance charges and late fees, or any other action taken (such as a increase in interest rate) by a Payee resulting from a payment that you have not scheduled properly with sufficient time for either us or the Payee to process on a timely basis. We also are not responsible in the event a Payee refuses or is unable to process a payment you have requested. In addition, we will not be liable if any third party, through whom any bill payment is to be made, fails to properly transmit the payment to the intended Payee. We also reserve the right to discontinue supporting a specific Payee for any reason.
- We will also not be liable if: (a) a legal order directs us to prohibit withdrawals from the Account; (b) the Account is closed or frozen; or (c) any part of the electronic funds transfer system network is not working properly. We do not recognize "Grace Periods," "Pay To," or "Late After" dates when considering the reimbursement of late fees or finance charges.

**B. Alternate Methods for Accessing Account Information and Services**

Ally Bank will not be liable for any losses resulting from circumstances over which we have no control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, war and other acts of hostility, severe weather, earthquakes, floods, or other such events. You acknowledge that there are alternate methods for accessing the information and processing the transactions provided by the Online Banking Service, such as making payments by check or check card or by contacting Customer Care at 877-247-ALLY (2559). In the event you should experience problems in accessing any Online Banking Service, you will attempt to access such information and perform such transactions by these alternate methods.

**C. No Warranties**

YOUR USE OF THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A VENDOR) IS AT YOUR SOLE RISK. THE ONLINE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, ALLY BANK AND ITS VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW AS TO THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ALLY BANK AND OUR VENDORS MAKE NO WARRANTY THAT (I) THE ONLINE BANKING SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ONLINE BANKING SERVICES WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED OR (VI) THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS.

**D. Limitation on Liability**

IN NO EVENT WILL ALLY BANK OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR VENDORS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE A TRANSFER, BILL PAYMENT OR

OTHER SERVICE. NEITHER ALLY BANK NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR VENDORS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF ALLY BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **VI. Other Terms and Conditions**

### **A. No Service Charges**

There are no Ally Bank service charges for accessing your Eligible Accounts.

### **B. Other Fees and Charges**

You can find the fees and charges (such as overdraft fees) that apply to all of your Eligible Accounts in the Deposit Agreement, Appendix A "Fee Chart" or the CMG Deposit Agreement, Appendix B, Schedule of Fees and Service Charges, as applicable. You may also incur fees and charges from:

- Your internet service provider;
- Your mobile device carrier or texting provider;
- Purchases of software programs; and
- Other third party charges.

### **C. Service Hours**

Online Banking Services are available 24 hours a day, 365 days a year — except during system maintenance and upgrades or when interrupted by circumstances beyond Ally Bank's control. However, Ally eCheck Deposit, bill payments, transfers between Ally and non-Ally accounts, and transfers to and from other people using Popmoney® can only be processed on Business Days. We can also be reached by telephone at **877-247-ALLY (2559)**, via **Secure Email or Contact Us at [www.allybank.com](http://www.allybank.com)**.

### **D. Termination of Online Banking Services**

If you close an Account, you will still have access to certain Online Banking Services. We may also suspend or terminate access to your Online Banking Services at any time, for any reason. We will provide prior notice of termination as required by law, but we may terminate your Account without notice if necessary to maintain or restore the security of an Account or of our systems. Our suspension or any termination of your access to Online Banking Services will not affect any obligations or liability you might have under this Agreement.

### **E. Secure Email**

Our Secure Email provides you with a safe, secure way to correspond with us.

- When you use Online Banking to access Secure Email and send messages to Customer Care, the content of your message will be transmitted using technology intended to protect your privacy.
- We are not responsible for any information sent by you through an email system other than Secure Email as it may not be secure and may be observed by third parties in its transmission.
- We need a reasonable amount of time to research and reply to your requests, although we will make every effort to respond to your message within 24 hours when sent via Secure Email. Messages sent outside Secure Email may not be held to the same response time.

**F. Contact By Ally Bank or Affiliated Parties**

No Ally Bank employee, nor any company affiliated with Ally Bank, will contact you via email or phone requesting your username or password. If you are contacted by anyone requesting this information, do not provide it, and please contact us immediately.

**G. How to Make Inquiries on Bill Payments, Transfers and Other Online Banking Services**

If you have any questions about your electronic transfers, bill payments or other Online Banking Services, call us 24/7 at 877-247-ALLY (2559), or write to us at Ally Bank Customer Care, P.O. Box 951, Horsham, PA 19044. Please review the Ally Bank Deposit Agreement or the CMG Deposit Agreement, as applicable, for important information concerning steps you must take if you think a particular electronic fund transfer has been made in error.

**H. Notices and Communications**

Except as expressly provided otherwise in this Agreement, we will provide you notices, Alerts and other information regarding your Eligible Account or the Online Banking Service through mail, electronic means (either email, text message, or by posting information on [www.allybank.com](http://www.allybank.com)), or by other means available. To the extent that the information is sent via email or text message, it will be sent to either your Secure Email address that you access through Online Banking on our Website or your external email address that you provided to us or to your or the Joint Owner's enrolled mobile number, unless a different address has been specified in accordance with procedures we may establish from time to time. Any Eligible Account or Online Banking Service related communication will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or Online Banking Service related communication posted on our Website or otherwise sent to you will be deemed to be delivered to and received by you and any Joint Owner on the third (3<sup>rd</sup>) Business Day following the date on the communication. We always reserve the right to communicate with you through the U.S. Postal Service or overnight courier.

**I. Privacy and Data Security**

Please see our "Online Privacy Policy" located at [www.allybank.com/privacy/](http://www.allybank.com/privacy/). We also have a "Security Center" located at [www.allybank.com/security/](http://www.allybank.com/security/) for more information on our security practices.

**J. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement to any directly or indirectly affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors and other third parties.

**K. No Waiver**

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**L. Governing law**

This Agreement and our provision of the Online Banking Services are governed by the laws of the State of Utah and applicable federal law, without regard to any different state laws that may govern your Accounts.

**M. Rules of Interpretation**

If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement.