Terms and conditions

Ally Auto Online Services Terms of Use

Last updated: July 24, 2015

The Ally Auto Online Service Terms of Use, as amended from time to time ("Terms of Use") governs Your use of Ally's Auto Online Services. Please read, download or print, and save a copy for Your records.

1. Definitions.

- "Account Services" includes changing your Auto Account mailing address, changing your billing information, or signing up for Auto Pay.
- "Ally," "We", "us" and "our" means Ally Financial Inc., Ally Bank, American Suzuki Financial Services Company LLC, Nuvell National Auto Finance LLC or GMAC North America LLC., as applicable.
- "Ally Auto Online Service" means Ally's web portal through which you may access Account Services that are available to Eligible Accounts which is accessible via our website, ally.com
- "Auto Account" means the account associated with the retail installment sale contract or lease agreement you signed to obtain your vehicle.
- "Auto Pay" a service that allows you to have your monthly payment electronically withdrawn from your designated bank account. You can edit or cancel your Auto Pay payment, receive electronic statements, and email communication.
- "Direct Pay" a service that allows you to have your monthly payment electronically withdrawn from your designated bank account.
- "Eligible Account" means an active Auto Account that is eligible for access by you through the Ally Auto Online Services.
- "Ineligible Account" means an active or inactive Auto Account that is not eligible for access by you through the Ally Auto Online Services.
- "One Time Payment" means an authorization by you to allow Ally to electronically withdraw your auto payment from your designated bank account.
- "You" and "your" means, as applicable, each person who is responsible for the Auto Account.

2. Eligible Accounts

If you have an Eligible Account, then you may use the Ally Auto Online Services to access:

- Your account information, such as your payment history and your payoff amount;
- Make a One Time Payment

- Account Services, including signup for Auto Pay

Not all Account Services are available to all Eligible Accounts at all times.

3. Ineligible Accounts

Ineligible Accounts include:

- Auto Accounts that have been paid in full;
- Auto Accounts where the leased vehicle has already been returned;
- Auto Accounts in active bankruptcy status;
- Auto Accounts requiring special handling, such as Auto Accounts involved in a dispute.

If you have an Ineligible Account, the Ineligible Account cannot be accessed in or added to the Ally Auto Online Services. If your Auto Account becomes an Ineligible Account after you have added it to the Ally Auto Online Services, you will not be able to use Account Services until your Auto Account becomes an Eligible Account.

4. Username and Password

When you sign up for the Ally Auto Online Services, you must create a username. You will also be required to create a password. Your password must be different from your username and must be 8 to 20 characters.

If there is more than one customer under the terms of your Auto Account, we may rely and act on the instructions of any customer on your Auto Account, without liability to any other customer. Any transaction conducted by one customer using our Ally Auto Online Services, including one that the other customer(s) did not want or intend, are transactions authorized by all customer(s). You agree that any activity or transaction initiated through the Ally Auto Online Services is solely your responsibility and we bear no responsibility or liability except as set forth in this Terms of Use. You authorize us to disclose any information related to your Auto Account to any other customer on the Auto Account.

You are responsible for all activity that occurs on your Auto Account. You must keep your username and password safe and secure. If you provide either your username or password to someone else, you are authorizing that person to access your Auto Account information and use the Account Services in your name and you will be solely responsible for any and all activity or transactions the person performs using either your user name or password. All transactions performed by that person, even those you did not intend or want performed are considered authorized transactions.

TELL US AT ONCE, if you believe that either your username or password has been lost, stolen or otherwise compromised. The best way to minimize any losses or adverse consequences is to call us IMMEDIATELY at 1-888-925-ALLY (2559).

5. Payments

Auto Pay. a service that allows you to have your monthly payment electronically withdrawn from your designated bank account. You can edit or cancel your Auto Pay payments, receive electronic statements and email communications. Please see the Auto Pay Authorization for the terms of Auto Pay.

Direct Pay. a service that allows you to have your monthly payment electronically withdrawn from your designated bank account. You can edit or cancel your Direct Pay payment and receive email communications. Please see the Direct Pay Authorization for the terms of Direct Pay.

One Time Payment. One Time Payment allows you to make a single monthly payment or a single pay pay down of the total unpaid balance by designating your bank account and completing the Authorization for Electronic Funds Transfer presented to you at the time you request the One Time Payment.

Bill Payment Service.

- You may choose to register with your financial institution or other third party bill payment service to make electronic payments on and/or view electronic billing statements (e-bills) for the Eligible Accounts you link to the Bill Payment Service (the "Linked Account(s)"). The Bill Payment Service is not under our operation or control. The terms and conditions of the Bill Payment Service itself are between you and the provider of the Bill Payment Service.

- Regardless of the payment amount or payment effective date you schedule using the Bill Payment Service, you are responsible for complying with all of the terms and conditions of your Linked Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Linked Account. You will schedule your payments in amounts and with effective dates that will satisfy your payment obligations under your Linked Account. If you do not make any payment when due and in the amount required by your Linked Account, regardless of whether that payment is made using the Bill Payment Service or any other payment method, we will have the rights and remedies available under your Linked Account or otherwise available at law or in equity.

- Termination of Bill Payment Service and Biller Status. At any time and with or without reason and notice to you, we may terminate or suspend: (a) your scheduling or our acceptance of payments on one or more of your Linked Accounts; (b) your ability to view e-bills on one or more of your Linked Accounts; and or (c) our status as a biller with the Bill Payment Service.

- Suppression of Paper Billing Statements. By adding Ally as a biller and electing to receive e-bills on a Linked Account, you agree to (a) suppress

paper billing statements from Ally on that Linked Account and (b) to receive online statements for that Linked Account through the Bill Payment Service. If you would like to resume Ally paper monthly billing statements for that Linked Account, you must cancel the e-bill service for that Linked Account and then change your statement preference in Account Services from online statements to paper billing statements.

- Fees. We will not charge you to make a payment or view e-bills using the Bill Payment Service. You will be responsible for paying any fee your financial institution or other provider of the Bill Payment Service charges you to make Payments to us or view e-bills using the Bill Payment Service.

6. No Warranty

YOUR USE OF THE ALLY AUTO ONLINE SERVICES, ACCOUNT SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE SERVICE (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A THIRD PARTY SERVICE PROVIDER) IS AT YOUR SOLE RISK. WE DO NOT PROMISE THAT THE WEBSITE, THE ONLINE SERVICE OR ANY MATERIALS, CONTENT, SERVICES OR FEATURES OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE, THE ONLINE SERVICE, THE MATERIALS, THE CONTENT AND RELATED SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE A TRANSFER, AN ONLINE SERVICE OR ANY OTHER SERVICE. NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF ALLY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

8. Other Terms and Conditions

A. No Service Charge

There are no Ally service charges for accessing your Eligible Accounts through the Ally Auto Online Services.

B. Other Fees and Charges

You can find fees and charges on Auto Account documents and other correspondence we may send to you. You may also incur fees and charges such as:

- Your internet service provider
- Your mobile device carrier or texting provider
- Purchases of software programs
- Added service requests, such as and by way of example, non-sufficient funds fees.

C. Changes to these Terms of Use

We may change these Terms of Use from time to time by posting a revised version of these Terms of Use on this website, providing a link to the revised Terms of Use within Account Services, or by any other method as permitted by law.

Use of the Account Services after revised Terms of Use have been made available to you
constitutes acceptance of such revised Terms of Use. You should regularly review these Terms of Use for any changes or additional terms.

D. Termination of the Ally Auto Online Services or Account Services

If you no longer have an Eligible Account, you may not have access to the Ally Auto Online Services or the Account Services. We may also suspend or terminate your access to the Ally Auto Online Services or the Account Services at any time, for any reason. We will use reasonable efforts to notify you prior to suspension or termination, but we are not obligated to do so. Suspension or termination will not affect your duties and obligations related to your Auto Account.

9. Notices and Communications

Except as expressly provided otherwise in these Terms of Use, we will provide you notices and other information regarding your Eligible Account or the Account Services through mail, electronic means (either email, text or by posting information on www.ally.com/auto), or by any other means available. To the extent that the information is sent via email or text, it will be sent to either your Secure Email address that you access through the Online Service or your external email address that you provided to us. Any Eligible Account or Online Service related information will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or

Online Service related communication posted on our Website will be deemed to be delivered to and received by you on the first 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.

10. Security and Privacy

We invite you to review our "Online Privacy Policy" (located at http://www.ally.com/privacy/ or found under the privacy link at the bottom of the mobile login screen) and our "Security Center" that describes various transactional and information security concepts (located at http://www.ally.com/security/). By agreeing to these Terms of Use, you acknowledge that you have read and understand the Online Privacy Policy.

11. Assignment

You may not assign these Terms of Use to any other party. We may assign these Terms of Use to any directly or indirectly, affiliated company. We may also assign or delegate certain of our rights, duties and obligations under these Terms of Use to independent contractors and other third parties.

12. No Waiver

We shall not be deemed to have waived any of our rights or remedies under these Terms of Use 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.

13. Governing Law

These Terms of Use and our provision of the Account 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 Eligible Account(s).

14. Rules of Interpretation

If any part of these Terms of Use are determined to be invalid or unenforceable, such determination will not affect the remainder of the Terms of Use. Visit allyauto.com to view, print or download these Terms of Use.