CHANGES TO THE ALLY BANK DEPOSIT AGREEMENT DATED AUGUST 13, 2024

We're making a change to our ATM fee reimbursement policy - Effective August 15, 2026

Section VI.B. ATMs
We updated the second, third and fourth sentences of the second paragraph. They will now read: "The ATM fees we reimburse include fees from U.S. ATM operators within the U.S. and U.S. territories. We won't reimburse ATM fees from non-U.S. ATM operators. Also, we don't reimburse international transaction fees (see Fee Chart, p. 43)."

Introducing Add Cash for Spending Accounts – Effective December 12, 2025
Customers can now add cash to their Spending Accounts using our app. Here's what's changed:

Section III.A. Checking, Savings, and Money Market Accounts
"Add cash to your Spending Account (also referred to as checking account) using our app" was added to the bulleted list.

Section III.D. Types of Deposits We Don't Accept
"Cash" was updated to "Cash sent by mail or courier."

Section IV.C.1. Same-Day Availability
"Cash" was added to the bulleted list.

New section added, VI.C.3. Add Cash
If you have a Spending Account with us and have downloaded our app, you can add cash to your account by visiting a participating retailer and generating a barcode in the app. You can add up to $1,000 in cash per day and do this up to 5 times per calendar month. Each cash transaction must be at least $20. Check our OBSA for more details.

Section VIII.A. Types of EFTs
"You add cash to your Spending Account visiting a participating retailer and generating a barcode in our app." was added to the bulleted list.

Section VIII.B.1. Receipts
This section now reads: "You can get a receipt when you withdraw money from an ATM or point-of-sale terminal, or when you add cash at a participating retailer."

General Clarifications – Effective December 12, 2025
We've added a new section for Inactive Accounts and made some clarifications to the Deposit Agreement.

New Section IX.G Inactive Accounts
Accounts that become inactive or dormant may be reviewed for potential closure or suspension of statements and correspondence. An account is considered inactive or dormant when it has no new deposit or withdrawal activity, aside from interest, for a period exceeding 18 months.

Section V.D.3. CoverDraft Service
The second paragraph in this section now reads: "If you've enabled Overdraft Transfer Service on your checking account, we'll transfer money in $100 increments from your linked Savings or Money Market Account when you don't have enough to cover a transaction. When a transaction exceeds the funds available in the linked account, CoverDraft will be used to cover any qualifying transactions, up to your available limit."

We've updated our check disbursements. Here's what's changed:

Section II. D. 2. b. CDs
The second paragraph now reads: "For non-IRA CDs, depending on the length of your CD term, you can transfer your accrued interest paid to you to another account monthly, quarterly, every 6 months (for CDs with terms of 12 months or longer), or at the end of each year (for CDs with terms longer than 12 months)."

Section IX. C. 3. Other Conflicts and Disputes Involving Your Account
The first paragraph now reads: "We have discretion to react in ways we believe are appropriate, including restricting or closing your account or asking a court to take custody of funds, in any of the following situations:"

Section V. C. 1. Official Bank Checks
The last sentence in this section that reads: "If you choose to close your account, we may issue an official bank check." has been deleted.

Changes to the Funds Availability Policy for New Customers – Effective April 22, 2025
We've updated special rules for new checking, money market, and savings accounts. Here's what's changed:

Section IV.C.6. Special Rules for New Checking, Money Market, and Savings Accounts
The $5,225 amount of the second paragraph that states: "For mailed checks payable to you, up to $5,525 is available two business days after your deposit and the excess over $5,525 will be available five business days after your deposit. The availability of this $5,525 applies to each check you deposit within the following categories, including, but not limited to:" has been changed to $6,725 throughout.

Deposit agreement and disclosures

Effective August 13, 2024

ally do it right.

Ally Bank | Member FDIC

Welcome to Ally Bank! We're thrilled for the chance to be your financial ally. Consider this document the roadmap to your deposits relationship with us—it covers what you need to know about our accounts and services, plus some disclosures our lawyers asked us to include. By opening an account with us, you agree to these terms. See **Acceptance of Terms (p. 6)** for details.

If you have questions about anything in this document—or anything else having to do with your accounts or banking with us—we're here for you 24/7 online at ally.com or just a phone call away at 1-877-247-2559. A real person will always be available to help, day or night. Or, if you're the pen-and-paper type, you can also write us at:

Ally Bank
P.O. Box 951
Horsham, PA 19044-9917

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I. How to Read This Document

A. Definitions and Acronyms

Before we get started, let's define a few terms and acronyms we'll use frequently throughout this document. If you ever see one of these terms and can't remember what it means, this section will be here to help you out. These definitions and acronyms will apply throughout the entire document.

"Account" or **"account"** means a deposit account, often called a "bank account." Checking accounts, money market accounts, savings accounts, and CDs are all types of deposit accounts. When we say "Ally account," we mean an Ally Bank account (see our definition of "Ally" below).

"ACH transfer" means a deposit or withdrawal processed through the Automated Clearing House (ACH) network, an electronic network for financial transactions in the United States. You might think of an ACH transfer as an "electronic" transfer between accounts you own at different financial institutions or the way your employer transfers your paycheck to your bank account. ACH transfers are a type of EFT (see below).

"Agreement" means this Deposit Agreement. See **Acceptance of Terms (p. 6)** for more about which version of this Agreement applies to you.

"Ally," "we," "us," and **"our"** all mean Ally Bank.

"APY" stands for Annual Percentage Yield. This is a percentage rate reflecting the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period. The APY helps you compare deposit accounts from different banks.

"Bill Pay" is short for Ally Bank Bill Pay Service, which allows you to receive, view, and pay bills on ally.com or the Ally Mobile app. You'll find more information about Bill Pay in our Online Banking Services Agreement.

"Business days" are Monday through Friday, excluding federal holidays. If we say "days" and don't specify "business days," we mean calendar days.

"CAADS" stands for Custodial Account Agreement and Disclosure Statement. This document contains additional important information about our Individual Retirement Account plans and products. We provide the CAADS at the time of your online IRA application, and again once your account is open.

"CD" stands for Certificate of Deposit. This is a type of bank account in which you deposit a fixed amount of money for a specific period of time.

"Checking" account refers to a checking account that you can access with a debit card and/or checks and that allows unlimited transactions. These accounts are useful for making everyday purchases and paying bills. We may use the name "Spending" account to describe a "checking" account. For purposes of this Agreement, the phrase "checking" is interchangeable with the word "Spending" when used to describe an account.

"eCheck" is short for Ally eCheck Deposit℠, which allows you to make deposits to your Ally account remotely. We might use "eCheck" to refer to the Ally eCheck Deposit service or to checks you deposit using the service. You'll find more information about eCheck in our Online Banking Services Agreement.

"Effective Date" means the date this Agreement (or a previous version of this Agreement) became legally effective. See **Acceptance of Terms (p. 6)** for more about which version of this Agreement applies to you.

"EFT" stands for Electronic Fund Transfer. This means any transfer that adds or removes money from your account and that you initiate through a computer, telephone, electronic terminal (like an ATM), or debit card. Types of EFTs include (but aren't limited to) ACH transfers, ATM transactions, telephone transfers under a bill payment plan, recurring payments, person-to-person payments, debit card transactions, and electronic check conversions (in which you give a paper check to a merchant, who converts the check to an electronic transaction). A wire transfer is NOT a type of EFT.

"Fiduciary" means someone who has a legal duty to act for someone else's benefit. Examples of fiduciaries include trustees, guardians, and attorneys-in-fact (who are named in a power of attorney document).

"Grace Period" is a time period that includes the maturity date of a CD plus the following 9 calendar days. During this time, you can close or withdraw money from your CD without an early withdrawal penalty, or you can add money to your CD. See **When a CD Matures (p. 16)** for more information.

"IRA" stands for Individual Retirement Account.

"IRS" stands for Internal Revenue Service.

"Money Market" account means a bank account that you can access with a debit card or checks. We may limit these accounts to 10 withdrawals and transfers per statement cycle (see **Transaction Limits on Money Market and Savings Accounts, p. 25)**.

"OBSA" stands for the Ally Bank Online Banking Services Agreement. It governs your use of and access to our online banking services. You'll find it at ally.com/legal.

"Savings" account means a bank account that you can't access with a debit card or checks and that we may limit to 10 withdrawals and transfers per statement cycle (see **Transaction Limits on Money Market and Savings Accounts, p. 25)**.

"SSN" stands for Social Security number.

"TIN" stands for Taxpayer Identification number.

"You" and **"your"** mean each person who owns an account, or a fiduciary or representative who can manage an account.

B. Acceptance of Terms

1. Checking/Spending, Money Market, Savings, and IRA Savings Accounts

By opening or maintaining your account on or after the Effective Date of this Agreement, you agree that the terms of this Agreement will govern your account and any services related to your account.

2. CDs and IRA CDs

By opening a CD (including an IRA CD) on or after the Effective Date of this Agreement, you agree that the terms will govern your CD. If you opened a CD before the Effective Date, the terms of the agreement in effect at the time you opened the CD will govern that CD. If you let your CD renew, you agree that the terms of the agreement in effect at the time of the renewal will govern your renewed CD.

C. Changes in Terms

Over time, we may discontinue or make changes to accounts or services. We may also change, add to, or delete from this Agreement, and the updated agreement will supersede all prior versions. We'll provide notice of changes, additions, and deletions as required by law. If we've provided advance notice and you don't agree with a change, you may close your accounts before the Effective Date of the change (or, in the case of a CD, at maturity—see **When a CD Matures, p. 16** for details).

D. Interpreting this Agreement

The laws and regulations of the United States and (to the extent not preempted) the State of Utah will govern all our actions relating to your account and the terms of this Agreement. If a court finds any part of this Agreement to be invalid or unenforceable, such determination won't affect the remainder of this Agreement. Any lawsuit regarding your account must be brought in a proper court in the State of Utah.

E. Our Relationship With You

Neither this Agreement nor the deposit relationship creates a fiduciary relationship between us.

II. Account Basics

A. Types of Accounts We Offer

Ally offers at least one of each of the following account types:

- Checking account
- Money market account
- Savings account
- CD
- IRA savings account
- IRA CD

We might offer more than one of any type of account, and we might decide at any time to start or stop offering an account. This section covers the basics of each account type, with a focus on what makes each one unique. For more information about the ways you can add money to your account, see **Putting Money in Your Accounts (Deposits and Contributions) (p. 19)**. For more information about how you can access the money in your account (including information about transaction limits on some accounts), see **Using the Money in Your Accounts (Withdrawals, Debits, and Distributions) (p. 24)**.

Account type	Add money by check, ACH transfer, transfer from another Ally account, or wire transfer	Debit card available	Checks available	Bill Pay available	Unlimited transactions	Rates are variable and may change after account is open
Checking	•	•	•	•	•	•
Money Market	•	•	•			•
Savings	•					•
CD	•					
IRA	See next page for more about our IRAs.					

You can use your debit card to make purchases at merchants who accept our cards, withdraw cash through ATMs (see **ATMs, p. 30**), or request cash back at retail locations. Keep in mind, the rates on our checking, money market, savings, and IRA savings accounts are variable and may change after the account is open—see **All About Interest (p. 13)** for more information.

1. Checking

You can order a debit card for this account. You can also conduct unlimited transactions on this account, including using Bill Pay according to our Ally Bank Online Banking Services Agreement (OBSA).

2. Money Market

You can order a debit card for this account, but we may limit the account to 10 withdrawals and transfers per statement cycle; see **Transaction Limits on Money Market and Savings Accounts (p. 25)** for details.

3. Savings

You can't order a debit card for this account, and we may limit the account to 10 withdrawals and transfers per statement cycle; see **Transaction Limits on Money Market and Savings Accounts (p. 25)** for details.

4. Certificate of Deposit (CD)

By putting money in a CD (other than a No Penalty CD), you agree to keep that money on deposit until the maturity date of the CD. Your rate will stay the same for the entire term of your CD (unless you choose to raise your rate on a Raise Your Rate CD—see **Raise Your Rate CDs (p. 18)**. While we won't issue an actual certificate, we'll send you a funding letter with all the important information about your CD.

For more details about CDs, including more information about funding, interest, and withdrawals, see **More About CDs and IRA CDs (p. 15)**.

5. Individual Retirement Account (IRA)

For FDIC insured deposit IRAs, Ally offers Traditional, Roth, and Simplified Employee Pension (SEP) IRA plans. Once you pick a plan, you can add IRA CDs, IRA savings accounts, or a combination of both to your Ally IRA plan. While this Agreement describes the basics of the IRA savings accounts and CDs you can open with us, you should review the Custodial Account Agreement and Disclosure Statement (CAADS) for important information on the different types of IRA Plans; we provide the CAADS at the time of your online IRA application and again once your account is open. Ally doesn't provide tax advice, so you should talk to your tax professional about your IRA.

For information about putting money in your IRA, see **IRAs (p. 20)**. IRA savings accounts are subject to a limit of 10 withdrawals and transfers per statement cycle (see **Transaction Limits on Money Market and Savings Accounts, p. 25**, for details), and Ally IRA CDs may be subject to an early withdrawal penalty (see **More About CDs and IRA CDs, p. 15**, for details). All IRAs are also subject to additional limitations which we describe more fully in the CAADS.

You have the right to revoke an IRA CD or IRA savings account by submitting a written notice, provided we receive the notice (or the notice is postmarked) within 7 days of the IRA being opened. If we receive such notice within the 7-day time frame, we'll return only the principal amount you deposited.

B. Account Ownership

This section covers important information about account ownership, including general rules about who can own an account and the types of account ownership available. If you're looking for information about powers of attorney, see **Power of Attorney (p. 41)**.

1. General Rules for Account Ownership

We offer accounts only to fiduciaries and to consumers for personal, family, and household purposes.

We don't offer business accounts. You may not use an Ally account for business purposes, including but not limited to inventory purchases, payroll expenses, and business transactions; we reserve the right to close your account if we believe you're using it for business purposes.

2. Types of Account Ownership

You can hold Ally accounts in the types of ownership described below. Note: certain accounts in which a person or entity holds funds for another person's benefit may be eligible for "pass-through" insurance from the FDIC—see **FDIC Recordkeeping for Accounts with Beneficial Owners (p. 39)** for more detail. See **Proof of Death (p. 44)** for information about documentation needed to change account titling or open certain fiduciary accounts in the event of a death.

a. Individual Account

Only one person owns the account and can add, transfer, or withdraw money (subject to limitations based on account type, such as CDs). IRAs are only available as individual accounts.

b. Joint Account

Two, three, or four people own the account. Each joint owner can add, transfer, or withdraw money and may close the account (subject to limitations based on account type, such as CDs). All owners are joint tenants with right of survivorship, meaning that if one owner dies, the account will belong to the remaining joint owners. If we provide notice to one joint owner, we'll consider all joint owners to have received notice.

The first person named on the account is the "primary owner." The primary owner will receive tax documents (such as 1099s) electronically or by mail and be able to view all accounts (except IRAs) on which the person is primary owner on one combined statement. We'll report income on the account (including interest and ATM fee reimbursements) to the IRS in the name of the primary owner.

c. Payable on Death (POD) Account

POD accounts are also known as "In Trust For" (ITF), "As Trustee For" (ATF), "Transfer on Death" (TOD), or "Totten Trust" accounts. These accounts allow you to designate one or more beneficiaries who will receive the money in your account when you pass away. You may open a POD account as an individual or joint account. If there are joint owners on the account, we'll pay the money to the beneficiaries upon the last surviving joint owner's death. Only beneficiaries living at the time all owners have died will be entitled to money in the account. If any of your designated beneficiaries die before you, we'll split the money they would've received between the surviving beneficiaries proportionally. Contingent beneficiaries aren't available for POD accounts.

Heads up: the law of the state in which you reside may restrict these accounts, and we make no guarantee that the designation of an account as POD will comply with applicable state law.

d. Custodial Account

These accounts are commonly referred to as Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) accounts. To set up a custodial account, open an account in the name of a minor (you must provide the minor's SSN) and name a custodian for the minor under your state's UTMA, UGMA, or

similar state law. By putting money in the account, you make an irrevocable gift to the minor, and the money belongs exclusively to the minor. We only allow one custodian at a time on a custodial account.

The custodian is the only person who can act on the account and must use the money for the minor's benefit. We have no duty to monitor or make sure the acts of a custodian are for the minor's use or benefit, comply with applicable law, or are otherwise permissible. The custodian must abide by applicable law and must notify us in writing when the minor becomes entitled to receive the money or upon the minor's death.

If the custodian requests to close the account before the minor is entitled to receive the money, we'll close the account, issue a check payable to the minor under UTMA or UGMA, and send the check to the custodian. We won't issue a check payable to the custodian personally, and the custodian can't move money from the custodial account to an account that doesn't belong to the minor (such as the custodian's personal account).

Once the minor reaches the applicable age of majority under state law, the custodian can request that either the funds be transferred to an Ally deposit account in the (former) minor's name or a check be made out to the (former) minor. If the (former) minor wants to keep the money at Ally, we welcome them to apply for their own account titled in their name—see **Applying for an Account (p. 11)**. We don't convert custodial accounts to individual or joint accounts (including in the minor's or custodian's name) or individual or joint accounts to custodial accounts.

If you're the custodian of a UTMA or UGMA account, you agree to comply with all requirements of the applicable UTMA or UGMA law. We shall have no responsibility to ensure that you properly perform your duties as a custodian.

As the custodian, you agree that once we have reason to believe that the minor on the account has reached the termination age under applicable law, we may, but aren't obligated to, take any or all of the following actions with respect to the UTMA or UGMA account without further consent or direction from you:

- Limit access to the account
- Restrict any deposits into the account
- Restrict any debits, withdrawals, or transfers from the account
- Communicate with the former minor regarding the account, including by providing them with account and tax statements
- Accept instructions from the former minor regarding the account; and
- Pay account funds to the former minor

e. Accounts for Formal Trusts

An account for a formal trust is an account that a trustee (appointed by a grantor in a written revocable, irrevocable, or testamentary trust agreement) opens for a trust. The trust owns the account, and the trustee manages it. We'll only open accounts for personal trusts created for the benefit of individuals or families.

To open an account for a formal trust, we may require a Certification, Abstract, or Memorandum of Trust or copies of certain pages from the trust agreement, as well as other supporting documents. By accepting any of these documents, we don't assume any responsibility to review or comply with the terms of the trust agreement; the grantors and beneficiaries of the trust agree that we won't be liable if the trustee breaches their fiduciary duty or fails to comply with the terms of the trust. We'll assume that any trustee listed in the trust agreement or Certification, Abstract, or Memorandum of Trust may act individually on behalf of the trust. If a grantor is deceased or dies, we may require documentation that is otherwise relevant to opening an account or modifying any existing account. If a trustee dies or is replaced, we reserve the right to require documentation reasonably acceptable to us identifying the successor trustee. We won't accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement or other trust document that says otherwise.

You may convert an individual or joint account to an account for a formal trust if the account owners are also the grantors of the trust. We'll require supporting documentation before we convert the account.

f. Accounts for Other Fiduciaries

We don't allow accounts for other fiduciaries (executors, guardians, conservators, etc.) to be opened online. If you want to open this type of account, start by calling us at 1-877-247-2559. You must supply documents showing that the fiduciary relationship exists to open a fiduciary account. We don't convert individual or joint accounts to fiduciary accounts or fiduciary accounts to individual or joint accounts.

3. Transfer of Accounts

Accounts are not transferable or assignable.

C. Opening and Closing Accounts

This section covers everything you need to know about applying for and closing your accounts. It also covers our right to close accounts.

1. Applying for an Account

a. Who Can Apply for an Account

To apply to open an account, you must:

- Be a U.S. citizen or currently reside in the U.S.
- Be 18 years or older
- Provide your SSN or TIN
- Provide your U.S. residential street address (not just a P.O. Box)

To help the U.S. government fight terrorism and money laundering, federal law requires us to obtain, verify and record information identifying each person opening an account. We may ask to see your driver's license or other identifying documents.

b. How to Apply for an Account

You can apply for an account at ally.com or on our mobile app, by phone, or by mail using the contact information at the beginning of this Agreement. For certain accounts, such as accounts for formal trusts and fiduciary accounts, we'll require additional documentation at account opening; see **Types of Account Ownership (p. 9)**.

c. Credit Reports and Other Inquiries

We may use credit reports or other information from third parties to help us decide if we should open or maintain your account. This may include obtaining a consumer report from a consumer reporting agency to verify information on your application or for any legitimate business purpose related to an Ally account.

d. Our Right to Refuse to Open an Account

We have the right to refuse to open any account for any reason without advance notice.

e. Account Limitations

We impose a limit on the number of accounts, including checking, savings, and money market accounts and CDs you can have open with us. This would include accounts in which you're an owner or joint owner or accounts in which you act within a fiduciary capacity.

2. Closing an Account

You can close any account on which you're an individual or joint owner, custodian, trustee, guardian, executor, or other fiduciary (subject to limitations based on account type, such as CDs). Before closing an account, you should cancel any recurring electronic payments and any pending or future bill payments.

You can close your CD or IRA CD without penalty during the Grace Period—see **When a CD Matures (p. 16)** for details about CD maturity. If you close your CD or IRA CD outside the Grace Period, we may impose an early withdrawal penalty, and IRA CDs may also be subject to IRS penalties; see **Early Withdrawals (p. 17)** for more information.

We have the right to close your account at any time for any reason without advance notice. If your account has a balance when we close it, we'll return the remaining funds to you, including interest that accrued until the close date but minus any applicable penalty (unless prohibited by law). If your account is overdrawn when we close it, you agree to immediately pay all amounts you owe us.

We may report to consumer reporting agencies such as Early Warning Services, LLC or ChexSystems, Inc. if we close your account for a negative balance, fraud, suspicious activity, or other negative handling of your account, which may adversely impact your ability to open an account at another financial institution. We reserve the right to use any and all legal options and remedies available to us in order to collect money you owe us, including in the event of fraud, misrepresentation, or other illegal activity. We may also report information about your account to credit bureaus including defaults on your account which may appear on your consumer credit report.

In addition, we'll close your account automatically if we don't receive your first deposit or transfer within a certain number of days after you open your account, as follows:

Account Type	Days to Fund Your Account
Checking, Money Market, and Savings (non-IRA)	30
CDs (non-IRA)	60
IRAs	90

If previously-authorized debit card purchases or ATM transactions (or other transactions we can't return unpaid) are presented against your account after it's closed, you authorize us to re-open the account and post the transactions. We're not liable for any loss or damages that may result from dishonoring any items after your account has been closed.

D. All About Interest

Your interest helps your money grow, so we want you to understand how we calculate it. This section covers all things interest, including how we calculate it and how often we pay it. Keep in mind, the rates on our checking, money market, savings, and IRA savings accounts are variable and may change after the account is opened. The rate on a CD (except for a Raise Your Rate CD—see **Raise Your Rate CDs, p. 18)** will be fixed for the entire term of the CD.

1. How We Calculate Your Interest

We compound interest daily, except for days when your account has a zero or negative balance, using the Daily Balance Method to calculate the interest on your accounts. This method applies a daily periodic rate to the principal in the account each day. How does this work? First, we calculate a Daily Periodic Rate by dividing your interest rate by 365 (even in leap years). Then, at the end of each day, we add together the principal and the interest that has accrued to your account (including interest that hasn't yet been posted) and multiply that total by the Daily Periodic Rate—the result of that calculation is the interest you earned for that day. No interest will accrue for any day that the principal amount in your account is zero or negative.

a. Balance Tiers

The interest rates on all our accounts are based on balance tiers, or ranges of account balances. For example, we might pay one rate on account balances less than $25,000 and a different rate on account balances of $25,000 and up, or we might pay the same rate on all balance tiers. You can find current information about balance tiers for each account on ally.com. We reserve the right to make changes to the balance tiers at any time.

i. Checking, Money Market, Savings, and IRA Savings Accounts

The interest rate we pay on these accounts is based on the tier in which your end-of-day balance falls.

ii. CDs

For all new CDs, the interest rate we pay is based on the amount of your initial deposit in relation to the balance tiers. Your CD's balance tier assignment will stay the same for the entire term of your CD, even if a mid-term interest payment pushes your CD balance into the next tier. This is true for all CD types, including Raise Your Rate CDs (even if we currently offer only one rate applying to all balance tiers). If you add or remove funds to or from your CD at renewal (see **When a CD Matures, p. 16)**, we'll assign your CD to a balance tier based on the new balance.

b. Interest Rate Changes

We monitor market and business conditions and set our interest rates based on a variety of factors. We may change the interest rate on your checking, money market, savings, or IRA savings account at any time at our sole discretion without notice or limit.

We may also change the interest rate we offer for CDs at any time, but the interest rate applied when you fund your account will be paid until the maturity date of the CD unless you make an early withdrawal (see **Early Withdrawals, p. 17)** or opt to raise your rate on a Raise Your Rate CD (see **Raise Your Rate CDs, p. 18)**. If we change the interest rate for your CD's term and balance tier within 10 days after you open it (provided you fund your CD during that 10-day period) or during your Grace Period, you may benefit from our Ten Day Best Rate Guarantee—see **The Ten Day Best Rate Guarantee (p. 15)** for details.

2. When and How Often We Pay Interest

a. Checking, Money Market, and Savings Accounts

We'll credit interest to your account every statement period. If you close your account before we credit your interest, you'll receive the interest that accrued until the date the account closed.

b. CDs

By default, we'll credit your interest:

- At maturity for CDs with terms of 12 months or less
- Annually at the end of each calendar year for CDs with terms longer than 12 months

For non-IRA CDs, depending on the length of your CD term, you can choose to have your accrued interest paid to you by check or transferred to another account monthly, quarterly, every 6 months (for CDs with terms of 12 months or longer), or at the end of each year (for CDs with terms longer than 12 months). You can change the interest payment frequency and disbursement method for your non-IRA CD by logging in at ally.com or on our mobile app, or you can call us.

Keep in mind, the APY that you see when you log in assumes accrued interest will remain in the account for the entire CD term—withdrawing interest will reduce your earnings.

c. IRAs

i. IRA Savings Accounts

We'll pay your interest to your account monthly and disclose it on your statement. If you close your account before we pay your interest, you'll receive the interest that accrued until the date the account closed.

ii. IRA CDs

For IRA CDs with terms of 12 months or less, we'll credit your interest at maturity. For IRA CDs with terms of more than 12 months, we'll credit your interest annually at the end of each calendar year.

Once you've reached age 59½, you can request to have accrued interest paid to you monthly, quarterly, every 6 months, or at the end of each calendar year as a normal or qualified distribution by completing a Request for Distribution Form. Talk to your tax professional before requesting a distribution or withdrawal, as IRS penalties may apply. Keep in mind, the stated APY assumes accrued interest will remain in the account for the entire CD term—withdrawing interest will reduce your earnings.

E. More About CDs and IRA CDs

CDs work differently from other types of bank accounts in some key ways. This section covers the features, terms, and conditions that make CDs unique.

1. When You Can Add Funds to a CD

You can only add funds to a CD or IRA CD at account opening or during the 10-day Grace Period starting at maturity. See **When a CD Matures (p. 16),** for more about maturity and renewal.

2. When You Can Remove Funds from a CD

Unless your CD is a No Penalty CD, you can generally only remove funds from a CD during the Grace Period without an early withdrawal penalty—see **Withdrawals at Maturity (p. 16)** and **Early Withdrawals (p. 17)** for details.

3. The Ten Day Best Rate Guarantee

a. CDs

If you fund a new CD on the same day you open it or on one of the next 9 calendar days, you'll receive the highest interest rate and APY we offered for that CD term and balance tier during that 10-day period. If we don't receive your opening deposit within the first 10 days beginning on the day your CD is open, you'll receive the interest rate and APY we pay on the business day we receive the money. Renewed CDs will receive the highest interest rate and APY we offer for the term and balance tier for that CD during the Grace Period; see next page for more about CD renewal.

b. IRA CDs

The Ten Day Best Rate Guarantee doesn't apply when opening or funding a new IRA CD. However, you'll receive the higher rate and APY offered for the balance tier and term of your IRA CD on either the day you open it or the day you fund it. At renewal, the Ally Ten Day Best Rate Guarantee applies, and you'll receive

the highest interest rate and APY we offer for that balance tier during the Grace Period.

4. When a CD Matures

- When your CD matures, we'll renew it automatically unless you tell us otherwise before the end of the Grace Period (more on this below).
- Your CD's maturity date will be based on the date you fund your CD, not the date you open it.
- You can add or remove money to or from your CD (or close your CD) without a penalty during the 10-day Grace Period.

a. Grace Period

During the Grace Period, you can close or withdraw money from your CD without an early withdrawal penalty (see **Early Withdrawals, p. 17**). You can also add funds to your CD (including a No Penalty CD) during the Grace Period. Interest will accrue during the Grace Period, but adding or removing money will affect your interest—see **Interest Earned During the Grace Period (p. 17)** for details. Special rules apply to a No Penalty CD—see **When the Penalty Doesn't Apply (p.18)** for additional information.

b. Automatic Renewal

By default, our Select CDs and IRA Select CDs will automatically renew into the term specified when you opened the account, and all other CDs will automatically renew for the same term. We'll use the value of your CD at the end of the Grace Period to determine the balance tier applicable to the renewed term (see **Balance Tiers, p. 13**, for more info). The new interest rate for the renewed CD begins on the maturity date and takes into consideration the Ten Day Best Rate Guarantee (at the end of the 10-day period, we'll apply the new rate retroactively to begin on the maturity date). If we no longer offer your CD term, we'll tell you in the maturity notice and automatically renew your CD into the term specified in the notice unless you tell us otherwise.

Let us know before the end of your Grace Period if you don't want your CD or IRA CD to renew automatically or if you want your CD to renew into a term other than the one we've specified. You can set maturity instructions for a non-IRA CD by logging in at ally.com or on our mobile app; you can call us to set maturity instructions for any CD. We'll let you submit these instructions up to a year in advance.

c. Withdrawals at Maturity

During the Grace Period, you can withdraw all or any part of the money in your CD or IRA CD without an early withdrawal penalty.

If you initiate an ACH transfer from your non-IRA CD to an account at another institution during the Grace Period, we'll process the transfer even if the funds don't leave your account until after the end of your Grace Period. See **Interest Earned During the Grace Period (p. 17)** for the effect of withdrawals during the Grace Period on your interest.

If you withdraw funds from an IRA CD, there may be federal tax implications, so you should talk to your tax professional before making any moves. If you don't allow your IRA CD to automatically renew, you may be required to complete the appropriate Distribution Form. See the CAADS for details.

d. Interest Earned During the Grace Period

If you add money to your CD during the Grace Period, you'll earn interest on those funds at the new interest rate for the renewed CD (see **Automatic Renewal, p. 16)**; at the end of the Grace Period, we'll apply the new rate retroactively to begin on the maturity date.

If you withdraw money during the Grace Period (or on the next business day, if your Grace Period ends on a non-business day), you won't receive any of the interest that accrued (or would've accrued) on that money during the Grace Period.

5. Early Withdrawals

We generally don't allow partial withdrawals of principal from a CD or IRA CD before the maturity date—that is, once you put money in your CD, that full amount must stay in the CD until the CD matures or you close your CD. If we allow you to close a CD (other than a No Penalty CD) before the maturity date, we'll impose an early withdrawal penalty (EWP). We may also impose an EWP if you close an IRA CD before the maturity date, but keep in mind, additional rules and limitations may apply to IRA CDs (see the CAADS for more information). There are a few situations when the EWP doesn't apply—see **When the Penalty Doesn't Apply (p. 18)** for details.

a. How We Calculate the Penalty Amount

The EWP amount will be equal to a number of days' loss of interest based on the CD term; see the table below for details. We'll calculate the EWP using the interest rate in effect for your CD or IRA CD at the time you request to close the CD. We'll apply any accrued (but not yet paid) interest as a credit against the EWP amount. If the accrued interest is more than the EWP amount, then we'll pay the excess accrued interest to you. However, if the EWP amount is more than the accrued interest, we'll deduct the excess EWP amount from the principal of the CD or IRA CD. You can view your current redemption amount—that is, the amount you'll receive if you close your CD before the maturity date (taking into account the EWP)—by logging in at ally.com or on our mobile app, or you can call us.

We'll calculate the EWP as follows:

CD or IRA CD Term	Early Withdrawal Penalty (Days' Loss of Interest)
Less than 3 Months	30 days
3 Months – 24 Months	60 days
25 Months – 36 Months	90 days
37 Months – 48 Months	120 days
49 Months or Longer	150 days

b. When the Penalty Doesn't Apply

The EWP doesn't apply in the following cases:

- No Penalty CD: This CD doesn't allow withdrawals during the first 6 calendar days following the date you first funded your account—in other words, you can't close your account until 7 calendar days after the day you first put money in your account. After that, you can withdraw the full balance and accrued interest without penalty (but, as we mentioned above, we don't allow partial withdrawals from CDs).
- Death or legal incapacity of any owner.
- Withdrawal up to the required minimum distribution (RMD) from an IRA CD. If you have an IRA CD and are subject to an RMD for your Ally IRA Plan, you may withdraw up to the amount of the RMD (based on your IRA funds held at Ally Bank) without paying an EWP. Any additional withdrawal over that amount will result in an EWP. For example, if your RMD is $400 and you request a withdrawal of $1,000, the RMD of $400 won't be subject to an EWP, but the other $600 will. For more information about withdrawals from Ally IRAs, see the CAADS.

6. Raise Your Rate CDs

If we increase the interest rate we pay on the same term and balance tier (see **Balance Tiers, p. 13)** for your Raise Your Rate (RYR) CD, you have the right to increase your rate to our current interest rate and APY; we'll refer to this as a "rate increase" throughout this section. If you have a 2-Year RYR CD or IRA CD, you can raise your rate once during your term. If you have a 4-Year RYR CD or IRA CD, you can raise your rate twice during your term.

a. How to Request a Rate Increase

You can request a rate increase by calling us or logging in at ally.com and doing one of the following:

- Go to your Account Details page, then follow the instructions to confirm your rate increase
- Chat with us online

Don't attempt to request a rate increase by Secure Email in online banking or by external email, as we won't fulfill these requests.

b. What Happens When You Exercise a Rate Increase

As long as you make your request by our daily cutoff time, we'll raise your interest rate and APY to the highest rate we offer on the day you request the increase, and the rate increase will be effective the next calendar day. If we receive your rate increase request after our cutoff time, we might not process it until the next calendar day. When you request your rate increase online, the confirmation screen will confirm the date the change becomes effective. We'll disclose the cutoff time online or by phone at the time you request your rate increase. Keep in mind, the Ten Day Best Rate Guarantee doesn't apply to rate increases.

F. Special Promotions

We may offer bonuses or other special promotions based on certain factors such as account type, relationship (including whether you have other accounts with us, your balances in those other accounts, and how you use our services), methods of account opening, or other criteria that we'll determine at our discretion. We'll define the specifics of a bonus or other special promotion at the time we offer it.

G. Service Fees

We don't charge monthly maintenance fees, but we may charge fees for certain services. See our **Fee Chart (p. 46)**. These fees may change from time to time. We'll provide you notice to the extent required by law.

III. Putting Money in Your Accounts (Deposits and Contributions)

In this section, you'll find information related to putting money in your accounts, including your options for adding funds to your account (these options will vary depending on account type). In this section, we'll use the word "deposit" to refer primarily to check deposits, but we'll also use it more generally to refer to the money you added to your account or to the act of adding money to your account. For information about how soon you'll be able to use your money once you've added it to your account, see **Funds Availability (p. 21)**.

Keep in mind, we have the right to reject any item submitted for deposit and the right to return a deposit already made. This helps us protect your account and ourselves so we can keep being your relentless financial ally.

A. Checking, Savings, and Money Market Accounts

You can put money in these accounts in any of the following ways:

- ACH transfer
- Transfer from another Ally account
- Wire transfer
- Ally eCheck Deposit℠ (see our OBSA for more information)
- Mail a check (except a third-party check) to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101 (use your personalized deposit slips or write your full account number on the back of the check)

All checks should be payable in the name of the account holder depositing the check. Special rules apply to third-party checks (checks payable to you and someone who isn't a joint account holder)—see **Verifying Signatures and Endorsements (p. 40)**.

B. CDs

You can put money in a new CD using any of the methods listed above for checking, savings, and money market accounts. You won't be able to use eCheck to add money to an existing CD at maturity or during the Grace Period. Remember: you can only add money to a CD during certain windows of time—see **When You Can Add Funds to a CD (p. 15)** for more information.

C. IRAs

You can put money in an IRA through a contribution, rollover, or trustee-to-trustee transfer. We discuss these options in more detail below.

Keep in mind: Only an employer, not an employee, can make SEP IRA contributions (and an IRS Form 5305-SEP must accompany the initial contribution), so references to "you" adding funds to your IRA don't apply to SEP IRAs. Also remember, deposits or contributions to (and distributions from) IRAs may be subject to other types of limitations—see the CAADS for details. Ally doesn't provide tax advice, so you should talk to your tax professional before opening, funding, or accessing your IRA plan or account.

1. Contributions

You can make IRA contributions using any of the following methods:

- Transfer from another Ally account
- Wire transfer
- Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101 (make the check payable to "Ally Bank FBO {account owner's name as it appears on the IRA Plan}"—for example, "Ally Bank FBO Jane Doe")

Whichever method you use to make your contribution, you must submit a completed Ally IRA Contribution form. You can find the Ally IRA Contribution form at ally.com or by calling us at 1-877-247-2559.

If you want a contribution to be applicable to the previous tax year, we must receive the contribution (or the envelope containing the contribution must be postmarked by) no later than 5:00 p.m. ET on the tax filing due date set by the IRS for that tax year. If we receive your prior-year contribution after that deadline, we'll treat it as a current-year contribution.

2. Rollovers

A rollover is moving funds from one retirement savings account or plan, like an old IRA or 401K, to a new or existing IRA of the same plan type (traditional, Roth, etc.). Rollovers can be direct (when we receive the funds directly from your workplace retirement plan) or indirect (when your financial institution distributes the funds to you, and you direct them to us within 60 days).

We accept direct rollovers using any of the following methods:

- Wire transfer
- Cashier's check

We accept indirect rollovers using any of the following methods:

- Wire transfer
- Cashier's check
- Personal check

For instructions on starting a rollover from another financial institution to Ally, you can find the form at ally.com or by calling us at 1-877-247-2559.

3. Trustee-to-Trustee Transfers

A trustee-to-trustee transfer is moving funds from one IRA to another IRA of the same plan type (Traditional or Roth). The money is transferred directly from one IRA to another on your behalf. We accept trustee-to-trustee transfers using any of the following methods:

- Wire transfer
- Cashier's check
- Transfer from one Ally IRA to another Ally IRA in a different plan

Whichever method is used, you must submit the applicable (Traditional or Roth) IRA Transfer Request form. You can find the form at ally.com or by calling us at 1-877-247-2559.

D. Types of Deposits We Don't Accept

We don't accept:

- Cash
- Checks drawn on non-U.S. entities (such as banks outside the U.S. or foreign governments)
- Foreign currency (whether in the form of cash, checks, or wire transfers)
- Deposits (whether cash or check) through an ATM
- Deposits (whether cash or check) at any Ally office location

IV. Funds Availability

When you deposit checks to your checking, money market, or savings account, you'll find that the money isn't immediately available for you to use. This delay in funds availability helps us protect your account and ourselves so we can keep being your relentless financial ally. This section covers what you need to know about the delay, including an overview of our policy (see **Your Ability to Withdraw Funds** below) and detailed information on when funds from different transaction types become available.
To determine when money you deposit will be available for you to use:

1. See the information about cut-off times in Determining the Availability of a Deposit (Date We Received Funds) (p. 22) to confirm the day of your deposit.

2. Use the information in Determining the Length of the Delay (p. 22) to determine how many business days from the day of your deposit your funds will be delayed.

A. Your Ability to Withdraw Funds

We may delay the availability of funds from checks you deposit to your checking, money market, or savings account. During the delay, you can't withdraw the funds, and we won't use them to pay checks you've written, debit card transactions, wire transfers, ACH transfers, or other payment instructions. As we explain in detail on the next page, the length of the delay varies depending on the type of transaction you use to add money to your account. See **More About CDs and IRA CDs (p. 15)** for information about limitations on accessing money in CDs and IRA CDs.

B. Determining the Availability of a Deposit (Date We Received Funds)

We count the length of the delay in business days starting from the day of your deposit. (Remember, we defined "business day" at the beginning of this Agreement.) We determine the day of your deposit according to the cut-off time for the type of transaction. We've established these cut-offs to give us time to process deposits and update our systems.

1. Cut-Off Time for Deposits by Mail

We've established 5:00 p.m. ET on business days we're open as our cut-off time for deposits received by mail. If we receive a deposit through the U.S Postal Service, courier, or overnight carrier after 5:00 p.m. ET (the time our operational offices close) or on a non-business day, we'll consider the day of your deposit to be the next business day we're open.

2. Cut-Off Time for eCheck Deposits

We've established 7:00 p.m. ET as our cut-off time for eCheck deposits. If you make an eCheck deposit after this cut-off time or on a non-business day, we'll consider the day of your deposit to be the next business day we're open.

3. Cut-Off Times for Wire Transfers

We've established the following cut-off times for wire transfers received:

- 3:00 p.m. ET for international wire transfers
- 5:00 p.m. ET for domestic wire transfers

If we receive a wire transfer after the corresponding cut-off time or on a non-business day, we'll consider the day of your deposit to be the next business day we're open. For security reasons, we may attempt to call you to verify your wire instructions.

4. Cut-Off Times for Other Transaction Types

Other services may have different cut-off times, which we disclose in the agreement for that service.

C. Determining the Length of the Delay

The length of delay varies depending on the type of deposit. Once you've determined the day of your deposit using the information above, you can refer to this section to determine when the money you've added to your account will be available for you to use.

1. Same-Day Availability

Funds from the following incoming transaction types are available the same business day we receive the funds or, in the case of ACH transfers, on the settlement (or "deliver on") date:

- International wire transfers received by 3:00 p.m. ET
- Domestic wire transfers received by 5:00 p.m. ET
- ACH Direct Deposits (such as a paycheck your employer puts directly into your account)

- ACH credit transfers (when you direct another financial institution to send funds to Ally) with a current-day settlement date

2. Early Availability

We may process some payroll and government ACH credits to checking accounts up to 2 business days earlier than the effective date. Early direct deposit isn't a guarantee, and we may limit early direct deposit transactions by frequency and dollar amount. You'll get your direct deposit on your regularly-scheduled payday if it doesn't come early. You can get more information at ally.com.

3. Next-Day Availability

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

- Checks (including personal checks) drawn on an Ally Bank account
- U.S. Treasury checks (such as Social Security or tax refund checks) that are payable to you
- Wire transfers received after the cut-off time (see **Same-Day Availability, p. 22**)

4. Other Check Deposits

For all other checks payable to you, up to $300 is available on the first business day after the day of your deposit and the remaining funds on the second business day after the day of your deposit. The $300 availability applies to each check you deposit (including through eCheck). Checks in this category include (but aren't limited to):

- Checks (including personal checks) drawn on any U.S. financial institution other than Ally Bank
- Federal Reserve Bank and Federal Home Loan Bank checks
- State or local government checks
- Cashier's, certified, teller's, or traveler's checks
- U.S. Postal Service money orders

5. When Longer Delays May Apply

We may delay availability of funds you deposit by check for a longer period if any of the following apply:

- You deposit a check for more than $25,000
- You redeposit a check that has been returned unpaid
- We believe a check you deposit won't be paid
- There's an emergency, such as failure of computer or communications equipment

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

6. Special Rules for New Checking, Money Market, and Savings Accounts

If you opened your first Ally Bank checking, money market, or savings account within the last 30 days, we'll generally apply the same funds availability policy for wire transfers and electronic direct deposits as we do for existing customers. The following special rules will apply during the first 30 days your account is open:

For mailed checks payable to you, up to $5,525 is available two business days after your deposit and the excess over $5,525 will be available no later than five business days after your deposit. The availability of this $5,525 applies to each check you deposit within the following categories:

- Federal Reserve Bank and Federal Home Loan Bank checks
- State or local government checks
- Cashier's, certified, teller's, or traveler's checks
- U.S. Postal Service money orders
- Checks (including personal checks) drawn on any U.S. financial institution other than Ally Bank

Up to $5,525 of a mailed U.S. Treasury check is available to you on the first business day after your deposit and the excess over $5,525 will be available no later than five business days after your deposit.

Money from all other check deposits will be available five business days after the day of your deposit. We reserve the right to make exceptions on a case-by-case basis. We'll notify you if we delay your ability to withdraw funds for this reason.

7. Special Rules for eCheck Images

Eligible checks deposited using Ally eCheck Deposit aren't subject to Regulation CC funds availability requirements or our Funds Availability Policy above. However, we may generally make money from eCheck deposits available within the above timeframes, including U.S. Treasury check deposits made to your first Ally Bank checking, money market, or savings account during the first 30 days. Money from all other eCheck deposits to your first Ally Bank checking, money market, or savings account during the first 30 days will be available no later than the fifth business day after the day of your deposit. We reserve the right to make such deposits available at our discretion. See the Ally eCheck Deposit terms, located in our Online Banking Service Agreement, for more information about eCheck deposits.

V. Using the Money in Your Accounts (Withdrawals, Debits, and Distributions)

In this section, you'll find information related to taking money out of your accounts, such as the withdrawal limits on certain account types, how to request an official check, what happens if you overdraw your account, and how we treat stale and postdated items. Remember, special limitations on withdrawals apply to CDs and IRA CDs—see **More About CDs and IRA CDs (p. 15)**.

Remember, IRAs are subject to additional limitations, including limitations on distributions and withdrawals—see the CAADS for more detail. You should talk to your tax professional before requesting a distribution or withdrawal, as IRS penalties may apply.

A. Transaction Limits on Money Market and Savings Accounts

We limit the number of certain types of withdrawals and transfers you can make each statement period from a money market or savings account (including an IRA savings account) to a combined total of 10.

Keep in mind, we count a withdrawal or transfer on the date we debit it from your account. This date may be different from the date you authorize or make the transaction, meaning a transaction you make during one statement cycle may not be counted until a later statement cycle.

You can log in at ally.com or on our mobile app at any time to find out how many transactions are remaining on your account, or you can call us.

1. What Types of Transactions Count Toward the Limit

The following types of withdrawals and transfers count against the limit of 10 per monthly statement cycle:

- Online transfers from your money market or savings account (including transfers to other Ally Bank accounts)
- Preauthorized or automatic transfers from your money market or savings account (including ACH transfers and transfers to other Ally accounts)
- Overdraft transfers from your money market or savings account (see **Overdraft Transfer Service, p. 26)**
- Wire transfers from your money market or savings account
- Telephone transfers from your money market or savings account using interactive voice response (IVR) (see **Telephone Banking, p. 29)**
- Check or point-of-sale transactions (such as debit card purchases) from your money market account

The following types of transactions do NOT count against the limit:

- Deposits and incoming transfers
- Withdrawals and transfers you make by mail or at an ATM
- Requests you make by phone for us to mail a check payable to you
- Any Ally fee (see **Fee Chart, p. 46)**
- Trial deposits for external account verification
- Online transfers from your Ally Bank money market or savings account to your Ally Invest account

2. What Happens If You Exceed the Transaction Limit

If you exceed the transaction limits on more than an occasional basis, we may restrict your ability to withdraw money from that account, or we may close your

account. If the account we close is an IRA savings account, you may be subject to IRS penalties.

B. Notice of Withdrawal

We reserve the right to require you to provide us with 7 days written notice before withdrawing funds from your money market or savings account. It is unlikely, however, that we would require this notice.

C. Checks

1. Official Bank Checks

You can request an official bank check (also known as a cashier's check) from a non-IRA account by calling or writing us using the contact information at the beginning of this Agreement. You can request an official bank check from an IRA by completing the applicable Request for Distribution Form and mailing it to us at Ally Bank, P.O. Box 13625, Philadelphia, PA 19101, or by logging in at ally.com to request a distribution. If you choose to close your account, we may issue an official bank check.

If an official bank check is lost, stolen, or destroyed, contact us immediately.

2. Stale and Postdated Checks

Check processing is fully automated, so we may pay a check regardless of its date, including a check older than 6 months. We may also pay a check with a future date written on it. We're not liable for paying these items, and you agree not to issue a check with a future payment date.

D. Overdrafts

In this section, we talk about what happens when your account has insufficient funds to cover a transaction. We also go over our Overdraft Transfer Service, which may help you avoid overdrafts, and CoverDraft℠, a no-fee service that may provide temporary protection if you overdraft your account. Just keep in mind that these are 2 different services. CoverDraft service and Overdraft Transfer Service aren't the same thing.

1. Overdraft Transactions

An overdraft happens when a transaction is presented against your account and you don't have enough funds in your account to cover it. We pay overdrafts, including the CoverDraft service, at our discretion, which means we don't guarantee that we'll always authorize and pay any type of transaction. If we don't authorize and pay a transaction, the transaction will be declined. We'll never charge you an overdraft fee.

2. Overdraft Transfer Service

If you have a checking account and either a money market or a savings account with us, you can enroll in our Overdraft Transfer Service. This service transfers funds in increments of $100 from your Ally Bank money market or savings account to your Ally Bank checking account if needed to cover checking account transactions or

debit card authorization holds. (However, if your money market or savings account balance is less than $100, we won't make a transfer.) You may not use an IRA savings account for this service. We don't charge fees for transfers through the Overdraft Transfer Service, but each transfer counts against the transaction limit on your money market or savings account; see **Transaction Limits on Money Market and Savings Accounts (p. 25)** for more information.

If you have CoverDraft on your checking account, it may cover any qualifying transactions, up to your available limit, if you don't have enough money in your linked savings or money market account to cover a transaction; see **CoverDraft℠ Service** below for more information.

3. CoverDraft℠ Service

CoverDraft is a no-fee overdraft service that allows an eligible customer to overdraw their checking account up to a specified limit. CoverDraft isn't a line of credit and, as explained above, we pay overdrafts at our discretion.

If you've enabled Overdraft Transfer Service on your checking account, we'll transfer money in $100 increments from your linked savings or money market account when you don't have enough to cover a transaction, prior to using CoverDraft to cover any qualifying transactions, up to your available limit.

a. Eligibility

To be eligible for CoverDraft service, you need an open checking account in your name with no history of charge-offs or balances owed on any accounts we've closed, and you'll need to wait 30 days once a total of $100 of deposits are credited into your account. Once you become eligible, you'll automatically be set up for CoverDraft. CoverDraft isn't available for non-checking accounts such as savings or money market accounts.

To be eligible to increase your CoverDraft service up to $250, you'll first need to qualify for the standard $100 CoverDraft service. Then you'll need to receive a qualifying direct deposit of at least $250 for 2 months in a row. A qualifying direct deposit is defined as an eligible direct deposit that is deposited from an employer payroll, payroll provider service, or benefits payer (such as Social Security or Military Pay). To remain eligible, you must receive a qualifying direct deposit of at least $250 every 45 days after meeting the initial eligibility requirement. Otherwise, we may reduce your CoverDraft service to the original amount of $100.

b. Qualifying Transactions

We'll approve qualifying transactions that overdraft your checking account up to your limit. We generally won't approve any further qualifying transactions once you reach your limit. For example, if your CoverDraft limit is $100, we would approve authorized debit card purchases and other transactions that overdraw your checking account balance up to $100. This could be one or multiple transactions.

We'll typically cover the following qualifying transactions:

- Debit card purchases, including purchases with cash back

- Automatic payments, like monthly subscription fees or utility bills
- Transfers you initiate at other financial institutions
- Personal or mailed Bill Pay checks

CoverDraft isn't available for other types of transactions, including:

- Sending money using Zelle®
- ATM withdrawals
- Immediate internal transfers between Ally accounts
- Wire transfers

It's important to know that although we provide CoverDraft up to a certain limit, your account could go further negative for other reasons. One example is a tip at a restaurant if your original bill (without tip) was under your CoverDraft limit but the tip pushes it over that limit.

We don't include your CoverDraft limit as part of the available balance for your checking account.

The Overdraft Activity Chart below provides information on the types of overdraft transactions we may pay or decline, depending on whether CoverDraft is active on your account. Transactions that are eligible for CoverDraft are, as explained above, paid at our discretion.

Transaction Type	With CoverDraft	Without CoverDraft
Debit card one-time purchase (including merchant cashback)	Eligible	Declined
Debit card recurring	Eligible	Declined
ACH withdrawal	Eligible	Paid at our discretion
Zelle® payment	Declined	Declined
Check withdrawal	Eligible	Paid at our discretion
Wire transfer	Declined	Declined
ATM withdrawal	Declined	Declined

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

c. Paying Back CoverDraft

When you deposit or transfer money into your checking account, we'll apply it to your overdraft balance. You authorize us to apply any deposit, including direct deposit, to cure any overdraft in your checking account.

CoverDraft isn't a line of credit. You'll owe us as soon as your account balance goes below $0, even if we don't immediately take action to restrict your account.

We don't charge interest on any outstanding overdraft balance, but you'll need to cure your negative account balance as soon as possible.

d. Curing a Negative Balance; Loss of Ally CoverDraft Eligibility and Account Closure

We may restrict your ability to make additional withdrawals and may suspend your ability to use CoverDraft in the future if you don't cure your negative balance within 14 calendar days of initially overdrawing your account.

We may close your checking account if you don't cure your negative balance within 45 calendar days of overdrawing your account.

e. Our Rights to Repayment

You authorize us to charge any Ally Bank deposit account you own for money you owe us to cure any overdraft at any time, without prior notice to you (see **Setoff and Security Interest Rights, p. 43)**.

We may provide information to credit reporting agencies for accounts closed due to a negative balance. We reserve the right to use any and all legal options and remedies available to us in order to collect money you owe us, including in the event of fraud, misrepresentation, or other illegal activity.

f. Canceling CoverDraft

We may suspend or terminate your use of CoverDraft for any reason at any time – for example, if we find you're abusing CoverDraft or violating your agreement with us.

We aren't liable to you or any third party for any costs, fees, or losses associated with the termination of your access to CoverDraft, including (but not limited to) insufficient funds fees, late fees, legal fees, or other charges.

g. Updating your CoverDraft Preferences

If you're eligible for CoverDraft, you may update your CoverDraft preferences or opt out as long as your account balance isn't negative. You may change your CoverDraft preferences by logging in at ally.com or on our mobile app, or you can call us.

VI. Ways to Access Your Account

We know you expect a lot from your bank, so we give you lots of ways to access your account. In addition to talking to a real human by calling or chatting with us, you can get information about your account and access certain account services using Telephone Banking, an ATM, or online and mobile banking.

A. Telephone Banking

You can check your account balances, review certain transaction information, and transfer funds between your Ally accounts through interactive voice response (IVR) using a phone and your personalized access code (also called a "Telebanking PIN"). The

exact services and information available through telephone banking may vary based on account type and may change over time. Keep in mind, telephone banking isn't available for accounts in the name of a trust.

B. ATMs

If your account comes with a debit card (see **Types of Accounts We Offer, p. 6**), you can use it at an ATM to do things like check your balance and withdraw cash. While we don't currently charge a fee for ATM withdrawals, the owner or operator of an ATM may charge you to use their ATM even if you don't withdraw money (for example, if you use the ATM to check your account balance). If they do so, the fees will come directly out of your account.

We'll automatically reimburse up to $10.00 in certain ATM fees each statement cycle. The ATM fees we reimburse include fees from ATM owners within the continental U.S. We may also reimburse certain fees from ATM owners outside the continental U.S., but if the ATM owner doesn't identify the fees within the transaction, we may not reimburse them. We don't reimburse international transaction fees (see **Fee Chart, p. 46**). We'll deposit your reimbursement to your account in a lump sum at the end of the statement cycle, and we'll start paying interest on the reimbursed amount the day we deposit it. However, we won't reimburse the fees if your account is closed before the end of your statement cycle. You're responsible for any tax consequences of this reimbursement.

Remember: we don't accept deposits through an ATM (see **Putting Money in Your Accounts (Deposits and Contributions), p. 19**), so don't try to deposit checks or cash to your Ally account using an ATM.

C. Online and Mobile Banking

You can view your accounts, conduct certain transactions, and access a range of other account services (including Bill Pay and Zelle®, below) using our online banking services and mobile app. See our OBSA for more details.

1. Bill Pay

If you have a checking account with us and have set up your online banking access, you can take advantage of our Bill Pay service. We set limits on the transaction amount of bill payments, which we disclose within the Bill Pay tool. See our OBSA for specific limitations, fees, and requirements.

2. Zelle®

If you have a checking, money market, or (non-IRA) savings account with us and have set up your online banking access, you can enroll in Zelle®, a person-to-person money payment service. We set limits on the transaction amount of Zelle® payments, which we disclose within the Zelle® tool. See our OBSA for specific limitations and requirements.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

VII. More About Transactions

This section goes into more detail about transactions, including transaction processing and posting, ACH transfers, and how to stop or cancel a transaction.

A. Transaction Processing and Posting

1. Order of Posting

We generally post transactions to your account in the order in which we receive them. However, we reserve the right to post transactions—including ATM withdrawals, transfers, point-of-sale transactions, checks, and any other type of transaction—in any order we determine. We also reserve the right to change our order of posting from time to time.

Since we don't have control over the order in which other institutions present transactions to us and can't always control when transactions post, the order in which you make transactions might not be the same as the order in which they post to your account. Enrolling in our Overdraft Transfer Service may help you avoid overdrafts—see **Overdraft Transfer Service (p. 26)**.

2. Potential Problems During Transaction Processing

Certain problems can arise during transaction processing, including transactions being returned unpaid or overpayments being reversed. If you buy checks from an external vendor, you could face issues with check processing—see **Paper Checks from External Vendors (p. 39)**.

a. Returned Deposit Items

You're responsible for returned checks and other returned transactions. If you deposit a check or transfer money into your account and the paying institution returns the transaction unpaid for any reason, we may charge the transaction and interest against your account. We may also send the returned transaction back for collection a second time. We can take any of the actions in this paragraph without notifying you beforehand. In this paragraph, the word "check" includes an eCheck, check image, or substitute check (see **Check 21 Notice: Substitute Checks and Your Rights, p. 44**), for more about substitute checks).

b. Overpayments and Reversals

If funds are deposited or transferred into your account by mistake or otherwise, we may correct the situation and deduct any interest paid without prior notice to you. If there isn't enough money in your account to cover this correction, your account could become overdrawn. We don't charge overdraft fees, you're only responsible for paying back the overdraft amount.

B. ACH Transfers Between Your Ally and External Accounts

To help you get the most out of your accounts with us, we enable you to send and receive ACH transfers. In other words, we allow you to send funds between your Ally accounts and your accounts at other financial institutions. This section gives an overview of our ACH transfer service plus lays out some conditions we place on ACH

transfers. For information on canceling ACH transfers, see **Stopping and Canceling Transactions (p. 33)**. For information on when the money from your incoming ACH transfers will be available for you to use, see **Funds Availability (p. 21)**. ACH transfers aren't available for IRAs—for information about moving money to and from IRAs, see **IRAs (p. 20)**, **Using the Money in Your Accounts (Withdrawals, Debits, and Distributions) (p. 24)**, and the CAADS.

ACH transfers are also subject to some other special terms and disclosures—see **Electronic Fund Transfer Disclosure and Special Terms and Conditions (p. 34)**—and the Operating Rules of the National Automated Clearing House Association (Nacha). By conducting ACH transfers to or from your Ally account, you agree to comply with Nacha Operating Rules.

1. Account Linking and Verification

To use our ACH transfer service, you must link your external account with us. You agree that you'll only transfer funds to or from accounts in your name. Be aware that we may verify that you own the external account, including requiring additional verification, at any time, even after we've already allowed you to make transfers to or from that external account. By requesting to link an account at another institution, you agree to cooperate with any additional verification, which may include providing documentation showing you own the account. You also permit us to tell your other financial institution that you've authorized them to disclose information about you or your account to us and our representatives. We may decline to allow linking of any external account for any reason.

2. Transfer Delivery Speed

We offer multiple delivery speeds for external transfers, including Standard (3-business day delivery) and Next Day (1-business day delivery). We'll provide details regarding delivery speed online or by phone at the time you schedule a transfer. When determining what speeds are available for a transfer, we consider factors including (but not limited to) whether the transfer is one-time or recurring, the age of your account, and your account activity (including your history of overdrafts and ACH returns). We reserve the right to limit your access to faster transfer speeds if we think it's appropriate to protect your account or prevent fraud.

3. Sufficient Funds for Outbound Transfers

By scheduling an outbound ACH transfer, you agree to have enough money available in your Ally account to cover the transfer. If your Ally account doesn't have enough available funds, we might choose not to start the transfer, or if we do choose to start the transfer, it may overdraw your account—see **Overdrafts (p. 26)** for more information.

4. Dollar Limits on Transfers

Limits apply to the dollar amounts you can transfer by ACH to or from an account at another institution. Since these limits may change periodically, we'll disclose them to you online at ally.com or on our mobile app, or by phone at the time of your transfer.

5. Our Right to Reject Transfers

We reserve the right to reject any incoming or outgoing transfer. If we reject a transfer, we'll make a reasonable effort to give you notice. However, we won't be liable to you for any loss or damage (including interest) resulting from us rejecting a transfer whether or not we give notice.

6. Failure of Other Financial Institutions

Ally isn't responsible for the actions of any other financial institution and can't guarantee that another financial institution will cooperate with the timely delivery or return of funds. We're not liable for delays that another financial institution caused.

7. Changes to Your Ability to Conduct ACH Transfers

We may change, modify, limit, or restrict your ability to conduct ACH transfers at any time without notice to you (except to the extent notice is required by law).

8. Routing of Transfers

We may use any means we consider suitable to carry out your ACH transfers.

C. Stopping and Canceling Transactions

The method for stopping or canceling a transaction depends on the type of transaction, its status, and how you initiated it. You can use this section to determine whether and how a transaction can be stopped or canceled.

If a stop payment order is needed (more on this below), you must give us enough advance notice that we have a reasonable opportunity to verify that the transaction is unpaid and to act on your stop payment order. If you request a stop payment by phone, we may also require you to put your request in writing and get it to us within 14 days after you call (unless prohibited by law). We'll ask you for specific information to help us identify the transaction being stopped (again, more on this below)—if you don't provide us with the information we need, we won't be able to stop the transaction, and we won't be liable for not stopping it. We charge a fee for stop payment orders—see **Fee Chart (p. 46)**.

1. Checks

You can place a stop payment on a check you wrote if it hasn't been paid. Our system identifies checks by the check number. This means to place a stop payment order on a check or series of checks, you must provide us the exact check number or the exact number range. If the check number or number range you provide isn't precisely correct, we won't be able to stop the check; all other information you provide about the check must be reasonably accurate. You can place a stop payment on a check online by logging in at ally.com, or by calling us.

2. ACH Transfers

a. ACH Transfers You Scheduled Through Ally

You can cancel or delete recurring, pending, or future ACH transfers that you scheduled through Ally by logging in at ally.com or on our mobile app, or by calling us. However, if at the time of scheduling the transfer you asked us to process it immediately, or if the transfer's status is "In Process" or "Complete," you won't be able to cancel it.

b. All Other ACH Transfers

If you've authorized another financial institution or merchant to deposit or withdraw money to or from your Ally account and the transaction hasn't posted yet, you can ask us to stop it by submitting a stop payment order by phone or in writing. Since our system identifies EFTs by dollar amount only, you must provide us with the exact dollar amount of the transfer (to the penny). If the dollar amount you provide isn't precisely correct, we won't be able to stop the payment; all other information you provide about the transfer must be reasonably accurate. If you choose to submit a stop payment request by mail, make sure you send it in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

If you authorized the ACH transaction, you must contact the sender of the ACH according to your agreement with the sender to revoke your authorization. If you revoke your authorization and the transaction still posts to your account, you can dispute it; see **Errors or Questions About Your Electronic Transfers (p. 37)**.

If you order us to stop a preauthorized payment 3 business days or more before the transfer is scheduled, and we don't do so, we'll be liable for your actual losses or damages.

3. Debit Card and ATM Transactions

You can't stop or cancel a point-of-sale transaction you made using your debit card or an ATM withdrawal. However, if you didn't authorize the transaction, you can dispute it; see **Errors or Questions About Your Electronic Transfers (p. 37)**.

4. Bill Pay Transactions

See our OBSA for information about stopping and canceling Bill Pay transactions.

VIII. Electronic Fund Transfer Disclosure and Special Terms and Conditions

Many of the everyday transactions that move money in and out of your account fall under the definition of an electronic fund transfer (EFT). (See **Types of EFTs, p. 34**, for more about what qualifies as an EFT.) If you established your account primarily for personal, family, or household purposes, Regulation E and the special provisions and disclosures in this section apply to these transactions. When you accept or authorize EFTs to or from your accounts, you agree to these terms and conditions. Other terms, conditions, and disclosures elsewhere in this Agreement also apply as long as they're consistent with Regulation E and this section. See **Stopping and Canceling Transactions (p. 33)** for information about stopping and canceling EFTs.

Any time this section tells you to call or write us, remember—you can reach us online at ally.com, by phone at 1-877-247-2559, or by mail at Ally Bank, P.O. Box 951, Horsham, PA 19044.

A. Types of EFTs

We defined "EFT" at the beginning of this Agreement. As a refresher, types of EFTs include (but aren't limited to) ACH transfers, ATM transactions, telephone transfers

under a bill payment plan, recurring payments, person-to-person payments, debit card transactions, and electronic check conversions (in which you give a paper check to a merchant, who converts the check to an electronic transaction). A wire transfer is NOT a type of EFT.

Here are a few real-life examples of EFTs:

- You arrange with another party, like your employer or a government agency, to electronically deposit money (on either a one-time or recurring basis) directly to your account
- You authorize another party, like your insurance company or mortgage company, to deduct payments from your account on a regular basis (subject to limits on withdrawals and transfers—see **Transaction Limits on Money Market and Savings Accounts, p. 25)**
- You send money to a friend through a person-to-person payment service like Zelle®
- You authorize a merchant or other payee to make a one-time electronic debit using account information from your check to pay for purchases or to pay bills
- You use your debit card to get cash at an ATM, or to make purchases or get retail cash back from a merchant that accepts the card
- You transfer money between your accounts through online banking **(Online and Mobile Banking, p. 30)** or telephone banking **(Telephone Banking, p. 29)**

Not all types of EFTs are available for every account type. Remember, withdrawals and transfers from money market and savings accounts are subject to limits—see **Transaction Limits on Money Market and Savings Accounts (p. 25)**. See your Debit Card Agreement and Disclosures for limits on transfers, amounts, and frequency of transactions when using your debit card.

B. Confirmation and Documentation of EFTs

1. Receipts

You can get a receipt at the time you withdraw money from your account using an ATM or point-of-sale terminal.

2. Statements

You'll receive a statement in any month in which you have or conduct (or could conduct) an EFT (except for IRA savings accounts, which receive quarterly statements). We'll issue the statement to the primary owner of the account. (See **Joint Account, p. 9**, for more about primary owners, and **Records and Communication, p. 38**, for more detail about statements.)

3. Preauthorized Credits

If you've arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether the deposit has been made.

C. Stopping Payment of EFTs

1. Right to Stop Payments of Preauthorized Transfers

If you've scheduled a one-time or recurring ACH transfer, you can stop any of these payments by calling or writing us using the contact information at the beginning of this section in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days. See **Stopping and Canceling Transactions (p. 33)** for details on stopping payments.

2. Our Liability for Failure to Stop Payments of Transfers

If you order us to stop a preauthorized payment at least 3 business days before the scheduled transfer date, and we don't stop the transfer, we'll be liable for your actual losses or damages.

D. Notice of Varying Amounts

If you've scheduled regular payments that vary in amount, the person you're going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice only when the payment differs by more than a certain amount from the previous payment, or when the amount falls outside limits that you set.

E. Liability for Failure to Make Transfers

If we don't complete a transfer to or from your account on time or in the correct amount according to this Agreement, we'll be liable for your actual losses or damages. However, there are some exceptions. We won't be liable if:

- Through no fault of ours, you don't have enough money in your account to make the transfer
- The ATM or system wasn't working properly and you knew about the breakdown when you started the transaction
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we've taken
- In the case of preauthorized credits, the data from the third party isn't received or is incomplete or erroneous
- Your account isn't in an active status

There may be other exceptions covered in other parts of this Agreement. See **Conflicts, Legal Disputes, and Our Rights Regarding Funds in Your Account (p. 41)** for more detail about our liability to you.

F. Disclosure of Account Information

We'll disclose information to third parties about your account or the transfers you make in these situations:

- Where it's necessary for completing transfers
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- If you give us your written permission
- If we close your account due to a deficient balance or excessive instances of insufficient funds in your account, or to protect or enforce our legal rights

- In order to comply with government agency or court orders
- As disclosed in our Privacy Policy, which you can find at ally.com/privacy

G. Liability for Unauthorized Transfers from Your Account

Tell us at once if you believe your debit card or PIN has been lost or stolen, or if you believe that someone made an EFT without your permission using information from your check. If you don't act quickly, you could lose all the money in your account (plus any other Ally account you own). If you tell us within 2 business days after you learn of the loss or theft of your debit card or PIN, you can lose no more than $50 if someone used your debit card or PIN without your permission. If you don't tell us within 2 business days after you learn of the loss or theft and we can prove we could've stopped someone from using your debit card or PIN if you'd told us, you could lose as much as $500.

Also, if your statement shows transfers that you didn't make, including transfers by debit card, PIN, or other means, tell us immediately. If you don't tell us within 60 days after we mailed or made the statement available to you, you may not get back any money you lost after the 60 days if we can prove that we could've stopped someone from taking the money if you'd told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we'll extend the time periods.

H. Errors or Questions About Your Electronic Transfers

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send or make available to you the FIRST statement on which the problem or error appeared. You should include:

- Your name, account number, and dollar amount of the suspected error
- A description of the error or the transfer you're unsure about
- An explanation of why you believe it's an error or why you need more information

If you tell us by phone, we may require that you send us your complaint or question in writing within 10 business days.

We'll determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question—if we decide to do this, we'll credit your account within 10 business days for the amount you think is in error so you can use the money while we complete our investigation. If we ask you to put your complaint or question in writing and don't receive it within 10 business days, we may not credit your account.

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

We'll tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we'll revoke the provisional credit and send you a written explanation. You may ask for copies of the documents we used in our investigation.

IX. Other Terms and Conditions

A. Records and Communication

1. Statements

We make statements available to the primary owner of an account by mail and online at ally.com. We'll provide a consolidated statement showing all accounts (except IRAs) on which you're the primary owner, plus separate statements for any IRAs you hold with us. See **Joint Account (p. 9)** for more about primary owners.

2. Your Responsibility to Review Statements

We'll send or make available to you a periodic statement showing the activity on your account, including enough information to allow you to reasonably identify items paid. You can ask us for a copy of any item paid (see **Check Images and Copies, p. 39**). It's your responsibility to examine the statement and notify us of any unauthorized signature, alteration, error, or irregularity on the statement or the items within 60 calendar days after we mail the statement or otherwise make it available to you. If we don't hear from you within the 60-day period, we may have no liability to you, and most of the loss may be entirely yours.

See **Electronic Fund Transfer Disclosure and Special Terms and Conditions (p. 34)** for specific information regarding unauthorized electronic and debit card transactions.

3. Your Responsibility to Notify Us If Your Contact Information Changes

It's your responsibility to promptly notify us of any change in your mailing address, email address, or phone number. If you don't, it may impact your account, including your ability to access your account, and you may miss important communications from us.

4. Phone Calls, Emails, and other Electronic Communication

a. Your Consent to Text Messages, Calls, and Emails

By providing us with a phone number (including a wireless, cellular, or mobile phone number) or email address, you consent to receiving calls, text messages, and emails from us and our affiliates, vendors, and agents for our everyday business purposes (including identity verification) using the contact information you provided. Phone calls you may receive include, but aren't limited to, live phone calls, prerecorded or artificial voice message calls, and calls made by an automatic telephone dialing system. You also consent to receiving text messages and emails from us for marketing purposes consistent with our Privacy Policy (see ally.com/privacy).

b. Recording and Monitoring Phone Calls and Electronic Communications

We'll record and monitor our phone conversations and electronic communications (including chat, email, social media platforms, and other electronic media) with you. Unless the law requires otherwise, you consent in advance to such recording and monitoring, and we don't need to remind you.

5. Checks

This section covers check processing, check images, check storage, and other similar information. If you're looking for information about when the money from your check deposits will be available, see **Funds Availability (p. 21)**. For information about endorsing checks, including endorsement requirements for third-party checks (checks payable to you and someone who isn't a joint account holder), see **Verifying Signatures and Endorsements (p. 40)**. For information about substitute checks, see **Check 21 Notice: Substitute Checks and Your Rights (p. 44)**.

a. Check Images and Copies

We convert all checks, substitute checks, eChecks, and other paper items presented on your account to electronic images. You can view and print check images by logging in at ally.com or on our mobile app, or you can call or write us for copies of checks or other items. Expedited delivery for mailed items is available for a fee; see **Fee Chart (p. 46)**.

b. Paper Checks from External Vendors

If you choose to have your checks printed by another vendor and use check stock or features that make it hard for us to process the check, we may not be able to negotiate the check on your behalf, and you bear any risk of loss.

6. Verification of Wire Transfers

We may require you, from time to time, to pass security measures like logging in using your username and password, inputting one-time passcodes, receiving telephone calls to confirm that you initiated the wire request, or answering security questions (together, referred to as "Wire Security Procedures") in order to access our wires platform. You acknowledge and agree that these Wire Security Procedures are commercially reasonable to you. You also acknowledge and agree to be bound by any wire instructions involving your Ally Bank accounts, including any payment order request, whether or not authorized by you, that are initiated on our wires platform in compliance with these Wire Security Procedures. We aren't liable to you for any delay in processing any wire instructions, including a payment order request, if you fail to provide, or delay providing, this information to us. You also understand and agree that the Wire Security Procedures are designed to verify the source of the payment order request and aren't intended to detect errors in the content of a wire instruction.

7. FDIC Recordkeeping for Accounts with Beneficial Owners

If you open an account as an agent, trustee, nominee, guardian, executor, custodian, or other fiduciary to hold funds in the account for the benefit of others, the "beneficial owners" (the individuals for whose benefit you hold the funds in the account) may be eligible for pass-through insurance from the FDIC. This means the funds in the account could qualify for more than the standard maximum deposit

insurance amount (currently $250,000 per depositor in the same ownership right and capacity). If the account has transactional features (as defined in the FDIC Rules and Regulations), you, as the fiduciary, are required to provide a record of the interests of the beneficial owners in accordance with the FDIC's requirements within 24 hours of a bank failure. Following these procedures may help minimize the delay you and the beneficial owners may face when accessing FDIC-insured funds if Ally Bank were to fail. As part of our compliance effort, we'll ask you for identifying information and other information on beneficial owners.

B. Signatures and Authority to Conduct Transactions

1. Digital Images, e-Signatures, and Facsimile Signatures

We accept digital images, e-signatures, and facsimile signatures (reproductions of your manual signature by engraving, stamping, or other means) for documents that need to be signed or endorsed unless we specifically indicate that we require the original document or signatures. However, we won't be liable if use of a device was unauthorized or if the size, color, or quality of the signature is different from any signature previously presented to us in a way that makes it difficult for us to accurately compare signatures. You're responsible for any withdrawal from your account accompanied by a digital image, e-signature, or facsimile signature that resembles or purports to be the signature of a person authorized to make withdrawals from your account, and you agree to reimburse us (and we may charge your account) for all claims, costs, losses, and damages (including reasonable attorneys' fees) that result if we pay such a withdrawal.

2. Verifying Signatures and Endorsements

To make sure signatures are authentic and checks or instructions are authorized, we may refer to signatures we already have on file for you, such as the ones on your Form W-9 Request for Taxpayer Identification Number and Certification, IRA Application to Participate, checks, or other documents. We may accept items (like checks) deposited to your account without your endorsement, but we reserve the right to require you to personally endorse an item before we'll accept it. We may pay checks or follow other instructions if we reasonably believe that you authorized the checks or instructions.

If the check or other item you want to deposit is payable to you and a third party (someone who isn't a joint account holder):

- Endorse the item
- Have the third party endorse the item
- Mail the endorsed item to Ally Bank, P.O. Box 951, Horsham, PA 19044-9917, for verification

We may require an endorsement guarantee or that the third party submit personal forms of identification to verify the endorsement.

You agree you will not deposit checks payable to third parties whether or not they are endorsed to you. We reserve the right to reject such checks.

See our OBSA for information about, and requirements for, endorsing eChecks.

3. Use of Information from Your Wireless Carrier to Verify Identity

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Ally Bank or its service provider for the duration of your business relationship, solely to help us or them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

4. Power of Attorney

You may give another person (called an "attorney-in-fact" or "agent") authority to conduct transactions on your account by executing a power of attorney. We require certain documents, including a fully-executed power of attorney, to add an attorney-in-fact to an account. You should call us to start this process; we don't allow you to do this online. We may refuse to add an attorney-in-fact to your account if the power of attorney document doesn't meet our requirements; if we do so, we'll notify you in writing.

Once we accept a power of attorney, we may continue to allow your attorney-in-fact to act on your account until we receive actual notice of your death or written notification that the power of attorney has been revoked or terminated. We have no duty to monitor or ensure that the acts of any attorney-in-fact comply with the power of attorney document or other applicable law, and we aren't liable for following or refusing to follow any instructions from an attorney-in-fact who misuses their authority. We won't accept responsibility to act as your attorney-in-fact or successor attorney-in-fact under any circumstances, regardless of any power of attorney document that says otherwise. Any joint owner can appoint their own attorney-in-fact to act on an account without the knowledge or consent of the other joint owners—see **Joint Account (p. 9)** for more about joint accounts.

We won't accept a power of attorney on fiduciary accounts, including accounts for formal trusts.

C. Conflicts, Legal Disputes, and Our Rights Regarding Funds in Your Account

This section covers what happens if there's ever any disagreement or dispute between us, or if you have a dispute with some other party that affects your account. Legal provisions like these protect you and us in case of dispute, and helps us in our mission to be your relentless financial ally.

Remember, any lawsuit regarding your account must be brought in a proper court in the State of Utah, where we're headquartered.

1. Lawful Use of Your Accounts

You agree to comply with all applicable laws and regulations, including United States economic sanctions (such as those issued by the Office of Foreign Assets Control of

the U.S. Department of the Treasury) and Executive Orders issued by the President of the United States, and you agree to not use your account for unlawful internet gambling or other illegal activity.

2. Conflicts and Lawsuits Between You and Us

We may take any action authorized or permitted by this Agreement without being liable to you, even if our action causes you to incur fees, expenses, or damages. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

We're not liable for:

- Claims, costs, losses, or damages related to events beyond our reasonable control (for example, acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment malfunction, or communications malfunction)
- Special, incidental, exemplary, punitive, or consequential losses or damages of any kind
- Errors that don't result in financial loss to you

We reserve the right to limit access to your accounts, including by temporarily or permanently disabling your debit card, removing your online access, restricting your account, dishonoring your checks, or closing your accounts without prior notice to you except as required by law. We're not liable for such actions.

You agree to indemnify and hold us harmless from any losses, damages, suits, and expenses (including reasonable attorneys' fees) that we incur as a result of relying on instructions from you. You also agree to reimburse us for all claims, costs, losses, and damages (including collection agency fees, attorneys' fees, and court costs) we may incur in connection with insufficient funds or returned deposit items in your account.

In any lawsuit between you and us, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party. This indemnification and limitation of liability doesn't reduce our liability to you as described in **Electronic Fund Transfer Disclosure and Special Terms and Conditions (p. 34)**.

3. Other Conflicts and Disputes Involving Your Account

We have discretion to react in ways we believe are appropriate, including by restricting your account or by closing your account and issuing you a check or asking a court to take custody of funds, in any of the following situations:

- Third parties make claims on your account
- We receive conflicting instructions from joint owners or authorized signers
- We become involved in or concerned about a dispute between you and a joint owner or authorized signer

You're liable for all expenses and fees we incur for such conflicts or disputes (including internal costs and attorneys' fees), and we may charge them to your account.

4. Subpoenas, Court Orders, and Requests for Information

If we receive any subpoena, court order, or request for information or documents relating to your account from a U.S. federal or state governmental entity or court, we're authorized to comply with the request and provide the appropriate information.

5. Legal Processes Affecting Your Account

If a legal process (such as an attachment, garnishment, levy, or other state or federal legal process) is brought against your account, we may limit or prevent withdrawals or transfers from your account until the legal process is satisfied or dismissed. Regardless of any legal process, we have first claim to any and all funds in your account. We may take action to comply with a legal process without liability to you, even if the legal process purports to affect the interest of only one joint owner and even if our decision to pay out leaves insufficient funds to pay a check you've written. If we incur any expenses (including but not limited to reasonable attorneys' fees) in connection with any legal process, we may charge any expenses and fees to any account you have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or other levy against your account is subject to our right of setoff and security interest, which we describe immediately below.

6. Setoff and Security Interest Rights

You grant us a security interest in any and all of your accounts with us or with our parent, affiliates, or subsidiaries, meaning that we may take or set off money in any or all of your accounts to repay a debt at any time, without prior notice to you. Such debt may include (but isn't limited to) any balance as a result of not having sufficient funds available to cover a transaction and may be:

- Secured or unsecured
- Owed by any owner of any of your accounts
- Owed individually or jointly with someone else
- Direct, indirect, or acquired
- Owed to us or our parent, affiliates, or subsidiaries

This right applies regardless of the source of the money in an account. We may exercise these rights against a joint account, no matter which joint owner contributed money to the joint account; similarly, each owner of a joint account agrees that we may use the money in their individual accounts to satisfy debts in their joint accounts. These rights are in addition to other rights we have to take or charge money in your accounts for debts you owe us. Exercising these rights may result in early withdrawal penalties (see **Early Withdrawals, p. 17)** or may cause us to dishonor items if our action results in insufficient funds in your account (see **Overdrafts, p. 26)**.

If any laws governing your account require your consent before we can assert our security interest or exercise our right of setoff, we'll consider this Agreement your consent. Our security interest and right of setoff won't apply if such security interest or right of setoff would invalidate the tax-advantaged status of any IRA you maintain with us.

7. Waiver

We may delay or waive any rights we have under this Agreement. If we delay or waive our rights, you're still obligated to pay us fees and other amounts you may owe us under this Agreement. Any delay or waiver of our rights applies only to that specific instance and doesn't affect our future rights in any way.

D. Proof of Death

When an account owner dies or a death is otherwise relevant to opening an account or conducting transactions (like when an executor applies to open an estate account), we may require documentation proving the death. In certain contexts, we may also require documentation to prove a fiduciary relationship; see **Accounts for Other Fiduciaries (p. 11)** for more information.

E. Withholding and IRS Reporting

1. IRS Reporting

The IRS requires us to have a valid SSN or TIN for each owner on a non-IRA account to correctly report interest earned and for other federal compliance purposes. To meet federal requirements, we ask you to certify your SSN or TIN online during the account opening process or by signing and returning a Form W-9 or W-8 Request for Taxpayer Identification Number and Certification.

2. Withholding

If you don't certify your SSN or TIN promptly using one of the methods described above, we'll withhold a specified percentage of the taxable interest that we pay on your checking, money market, savings, or CD account in accordance with IRS requirements. This is commonly referred to as "backup withholding." Backup withholding may apply to IRAs.

F. Abandoned and Unclaimed Accounts

We're required by law to turn over the funds in abandoned or unclaimed bank accounts to the state of your last known residence. To avoid this, we suggest logging in at ally.com or on our mobile app, calling us, or conducting a transaction (such as making a transfer or using your debit card) at least once a year to keep your accounts active. You should also let us know if your contact information changes—see **Your Responsibility to Notify Us If Your Contact Information Changes (p. 38)**.

X. Check 21 Notice: Substitute Checks and Your Rights

Checking and money market accounts with check-writing privileges are subject to the provisions of the Check Clearing for the 21st Century Act (Check 21). This means you may receive substitute checks or images in place of checks you write. eChecks aren't substitute checks; however, if you make eCheck deposits, you're converting your paper checks into images that may be further converted to substitute checks.

A. Substitute Checks

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

B. Your Rights Regarding Substitute Checks

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

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

If you use this procedure, you may receive up to $2,500 of your refund (plus interest, if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest, if your account earns interest) no later than 45 calendar days after we receive your claim.

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

C. Making a Claim for a Refund

If you believe you've suffered a loss related to a substitute check that you received and that was posted to your account, call or write us using the contact information at the beginning of this Agreement. You must contact us within 40 calendar days of the date we mailed (or otherwise made available to you) the substitute check or the account statement showing that the substitute check was posted to your account, whichever is later. We'll extend this time period if you weren't able to make a timely claim because of extenuating circumstances.

Your claim must include:

- A description of why you've suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss

- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check or the check number, the payee, and the amount of the check

XI. Fee Chart

As part of our mission to be your relentless financial ally, we don't charge certain fees many other banks charge, including:

- Account maintenance: we don't charge for having an account with us
- ATM withdrawals: we don't charge a fee for ATM withdrawals, but the owner or operator of an ATM may charge to use their ATM. We'll automatically reimburse up to $10.00 in certain ATM fees at the end of each statement cycle **(see ATMs, p. 30)**
- Standard check printing: we don't charge for bank standard stock checks
- Official check: we don't charge for an official check (also known as a cashier's check)
- Overdrafts: we don't charge for overdraft transactions
- Overdraft Transfer Service: we don't charge to use our Overdraft Transfer Service (see **Overdraft Transfer Service, p. 26)**
- Return deposited items: we don't charge for checks or other items deposited to your account that are returned unpaid by the paying bank
- Excessive transactions: we don't charge if you exceed the limit of withdrawals or transfers per statement cycle on your money market or savings account

The chart on the next page shows the service fees applicable to your account and tells you where in this Agreement to look for more information about a fee (when applicable).

Type of fee	Description	Fee amount	Account fees apply to
Custom Check Printing	Fee for custom checks.	Fee varies depending on the style of checks ordered	Checking Money Market
Domestic Outgoing Wire	Fee for sending funds to another U.S. institution by wire transfer (remember, we don't offer outgoing international wires).	$20.00 per wire request	All
Expedited Delivery	Fee for sending documents by Express Mail, overnight courier, or other expedited means.	$15.00 per package	All
International Transaction Fee	Applies when a merchant or ATM operator located outside the U.S. originates a point-of-sale debit or ATM transaction.	Up to 1% of the transaction	Checking Money Market
Stop Payment	Fee for placing a stop order on a paper check, Bill Pay check, or other item. See **Stopping and Canceling Transactions (p. 33)**.	$15.00 per stop payment request	Checking Money Market Savings IRA Savings

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