



CREDIT SCORE TRACKER AGREEMENT

Effective November 1, 2024

This Ally Bank Credit Score Tracker agreement ("Agreement"), as amended from time to time, governs your use of and access to Ally Bank's Credit Score Tracker. Please read and download, save, and/or print a copy for your records. If you have any questions, call us at 877-247-2559 or visit ally.com. We're here to help 24/7. We value your privacy. Go to ally.com/privacy to review our privacy policy and learn how to manage your preferences.

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

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1. Acceptance of terms

"Credit Score Tracker," "Credit Insights," "Credit Score," "Credit Monitoring," or the "Service" refers to the credit score product and related services designated as such on ally.com or the Ally app, which are made available to you ("you," "your," the "User") by Ally Financial Inc. ("we," "us," or "our") and by our affiliates, including but not limited to Ally Bank, and third-party providers (together with us, "Ally").

By using the Service, you agree to the terms of this Ally Bank Credit Score Terms and Conditions (this "Agreement"). Be aware that the terms may change throughout your Credit Score experience.

To access Ally Bank's Credit Score, you must be:

- At least 18 years old
- A United States (U.S.) citizen or current U.S. resident with a valid U.S. street address (not a P.O. box)
- You also must have sufficient credit history in your credit file with Equifax® to generate a VantageScore® Credit Score and to provide credit report information. If Equifax cannot match you with a credit report or is otherwise unable to obtain your VantageScore Credit Score, you will not be able to use Credit Monitoring until you have built a sufficient credit history. We reserve the right to refuse access to Credit Monitoring at any time.

Registration and accurate information

If you choose to access Credit Score Tracker, you may be required to provide personal information to register and complete enrollment. You agree to provide accurate information in your registration and not to share your Ally Bank online banking password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify Ally promptly of any unauthorized use of Credit Score Tracker and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access Credit Monitoring.

Your authorization to Ally to obtain your credit information

By enrolling in Credit Score Tracker, you're providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws for Equifax or any other consumer reporting agency, to release your credit report information (for example, a VantageScore Credit Score or employment history) to Ally Bank upon Ally Bank's request at any time as long as you are enrolled in the Credit Score Tracker. Ally Bank will use this information to provide you with the Credit Score Tracker to market other products from time to time and to prefill and facilitate applications for products and services.

2. Description of Ally Bank Credit Score Tracker

- a. Ally Bank will be offering the Credit Score Tracker to its online banking and app customers free of charge. Customers will get free access to their credit score, credit report, score factors, credit alerts and debt analysis. Credit Score Tracker's features are outlined below:
 - **VantageScore credit score:** The credit score used is your VantageScore credit score provided by Equifax, and

predicts credit risk. The scores provided by Ally Bank are for educational purposes only.

- **Credit report:** Information is contingent on the credit bureau we use to gather it and may differ from other credit bureau providers. You should be able to access the information in your Credit Score experience as often as you like without impacting your credit score. Ally Bank is not responsible for inaccuracies pulled from your credit report and any disputes should be handled with the credit bureau directly.

If you see something on your credit report that you think is inaccurate, contact Equifax at 1-866-349-5191.
 - **Score factors:** The score factors feature provides insights into the specific credit factors that attribute to the bureau-provided credit score. These factors include: payment history, credit card use, derogatory marks, credit age, total accounts and hard inquiries. These factors are provided and assessed by the credit bureau.
 - **Credit alerts:** Credit alerts can help you track changes or new activity on your credit report and monitor for identity theft and fraud. Alerts may include new inquiries, address changes, new derogatory information (such as bankruptcies, delinquencies and over limit), new public records, new accounts opened in your name and more.
 - **Debt analysis:** Debt analysis provides a summary of your debts and helps you calculate your debt-to-income ratio (DTI) once you enter your annual gross income. This percentage reflects your total amount of monthly debt payments divided by your monthly gross income. Data is contingent on the credit bureau we use to gather it and may differ from other credit bureaus or Ally's Manage Debt services.
- b. The terms "plan" or "planning," when used by Ally, do not imply that a recommendation has been made to implement one or more financial plans or make a particular investment. Nor does the Credit Score Tracker provide you legal, accounting, financial, tax or other advice (including, without limitation, advice on how to improve or repair your credit or credit scores); and you agree that Ally's services and/or websites are not designed or intended to provide any such advice. You should consult your tax and/or legal advisors before implementing any transactions and/or strategies concerning your finances.
 - c. Any suggestion or representation, such as visuals or graphs, of possible credit score improvement are for illustrative purposes only and may vary based on your individual financial circumstances and the terms applicable thereto. Ally disclaims all liability for any errors or omissions in any express or implied suggestions or representations related to possible impacts on your credit or credit score made by Ally or its Unaffiliated Third-Party Providers (as defined below).
 - d. The information provided herein may not be relied on for purposes of avoiding any federal tax penalties. You are encouraged to seek financial, tax and legal advice from your professional advisors.
 - e. Some of the content may be supplied by companies or individuals that are not affiliated with Ally ("Unaffiliated Third-Party Providers").
 - f. You understand and agree that, by using Credit Score Tracker or other Services using linked accounts (including

other debt and credit tools), you authorize Ally and its Unaffiliated Third-Party Providers, including credit bureau(s) and other service providers used to obtain your account and transaction information:

- To gain recurring access to your financial account(s), and utility, telecom and other service account(s) (if available in your Service);
- To obtain, use and store financial and service account information (including, without limitation: account names, last 4 account numbers, descriptions and balances, credit limits, due dates, interest rates, reward balances, and recurrences) and transactions (including, without limitation: historical and current transactions, transaction types, amounts, dates and descriptions) (collectively, "Consumer Consent Account and Transaction Data");
- To maintain transactions (e.g. addition of certain utility and mobile telecom bill payment history, including, if available in your Service, electronic bill payments) to your credit or consumer file with a credit bureau ("Credit File");
- To provide you with personalized offers, including credit opportunities and other products and services that may be available to you through Ally or through unaffiliated third parties ("Personalized Offers") if such Service is made available to you, and if credit tools are made available to you; and
- For Ally to monitor and provide alerts and insights for your financial and service account information and transactions for your own review and for the purpose of facilitating the Credit Score Tracker.

Communications

You agree to receive these terms and conditions and all other communications regarding Credit Score Tracker in electronic format. You agree that by using Credit Score Tracker, all notices, alerts or other communications which we may be required to give you arising from our obligations under Credit Score Tracker may be sent to your email address. By enrolling in Credit Score Tracker, you are consenting to receive these communications. We will continue to honor any opt-out requests that you have made for messages from Ally Bank.

3. General rules and obligations

By using the Service, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth in this document, which apply equally to Ally and to the Unaffiliated Third-Party Providers. Customers of Ally who enroll in Credit Score Tracker are granted additional levels of access to the website and their relationship with Ally is governed by additional agreements and terms of use.

You understand and agree that the Service may include advertisements and that these advertisements are necessary for Ally to provide the Service. You also understand and agree that the Service may include certain communications from Ally, such as service announcements and administrative messages, and that these communications are considered part of Ally membership, and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, including the release of new Ally properties, shall be subject to the Credit Score Tracker terms and conditions. You agree not to access the Service by any

means other than through the interfaces that are provided by Ally for use in accessing the Service. Should you choose to do so, Ally disclaims all responsibility regarding the results.

Content is provided on an "as is," "as available" basis, and neither Ally nor the Unaffiliated Third-Party Providers make any representations as to the suitability of the Service or the materials for any purpose. Ally and the Unaffiliated Third-Party Providers expressly disclaim any and all warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability and accuracy with respect to the Service and the materials.

You agree to provide true, accurate, complete and current information about yourself when prompted to do so by the registration and application forms or requested to do so by Ally. If any information you provide is untrue, inaccurate or not current, or if Ally has reasonable grounds to suspect that such information is untrue, inaccurate or not current, or at any time for any reason allowable by law, Ally, in its sole discretion, has the right to suspend or terminate your account and/or refuse all current or future orders of, use of, and/or access to, any Service or Website, or suspend or terminate any portion thereof.

You acknowledge and agree that Ally may, in its sole discretion, retain any information you provide in connection with the Service or Website or generated by Ally (or its Unaffiliated Third-Party Providers) while you have a Credit Score Tracker with Ally, including any information about you and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If Ally does retain any such information, you acknowledge Ally is not obligated to retain that information for any specified period of time.

Ally does not prepare, edit or endorse content from Unaffiliated Third-Party Providers. Ally does not guarantee its accuracy, timeliness, completeness or usefulness, and is not responsible or liable for any content, advertising, products or other materials on or available from third-party sites. Use of the content from Unaffiliated Third-Party Providers is at your own risk.

Any credit bureau data may be delayed according to the rules and regulations applicable to credit bureaus and Unaffiliated Third-Party Providers. Neither Ally nor the Unaffiliated Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any credit bureau data.

You may unenroll at any time by going to your Credit Score Tracker settings. The soft credit pull from the credit bureau is a requirement to continue to use the Service.

Ally may close your service if you haven't accessed it for an extended period of time. We'll notify you by email if we decide to close your service.

Content is provided exclusively for personal and noncommercial access and use. Ally or Unaffiliated Third-Party Providers' company names, logos and all related product and service names, design marks and slogans are the property of the respective company or its affiliates. You are not authorized to use any such name or mark in any advertising, publicity or any other commercial manner. You may not modify, copy, distribute, publish, license or sell any proprietary content or any derivative work based on such content.

By using the Service, you consent to any form of recording and retention of any communication, information and data exchanged between you and Ally or its representatives or agents.

4. Your credit report

We may request consumer credit reports for you in connection with your engagement with the Credit Score Tracker. Should you decide to apply for credit with Ally in the future, an additional credit report will be required at that time. You hereby release us and agree to waive any consequence of us requesting your consumer credit report, including without limitation any impact on your credit score.

You are allowed to receive one (1) free consumer report under the Fair Credit Reporting Act from each of the three (3) U.S. national credit reporting agencies (Experian, Equifax, and TransUnion) within any twelve (12) month period. You may also be able to receive free consumer reports as permitted by state law (you may contact your state or local consumer protection agency or state attorney general to learn more about your rights under state law). For information on obtaining a free consumer report from Experian, Equifax or TransUnion, you may contact them directly at www.experian.com, www.equifax.com, and www.transunion.com.

5. Soft credit inquiry

You agree that Ally will initiate a soft credit inquiry – also called a “soft pull” – of your credit report(s) using data on file with the credit bureaus that will allow Ally to pull data from your credit report, such as credit score, for uses that may include:

- To enroll in your Credit Score Tracker
- To market products and services to you (as a guest or customer)

A soft credit pull will occur once upon the initial creation of your Credit Score Tracker and then monthly until the Credit Score Tracker is closed. Ally's third-party provider stores data from the credit bureau for no longer than one year.

The soft inquiry will not affect your credit score, which is a numerical representation of your creditworthiness intended to help creditors determine the likelihood of being paid back if they extend credit to you.

You can usually see soft credit inquiries on your own credit reports. You might see language such as “inquiries that do not affect your credit rating” with the name of the requester and the date of the inquiry.

6. How to fix errors or dispute credit report information

If you think information that we pulled for your Credit Score Tracker is incorrect or inaccurate, you can file a dispute through Equifax.

Remember, lenders and creditors report information at various frequencies. Contact yours if you have a question about your current balance.

7. Not a credit repair organization or contract

Ally is not a credit repair organization, or similarly regulated organization under other applicable law and does not provide any form of credit repair, credit advice, credit counseling or any other similar services. Ally offers you access to your consumer report and other credit-related information products, but we do not offer, provide or furnish any products or any advice, counseling or assistance for the express or implied purpose of improving your credit record, credit history or credit rating. By this we mean that we do not claim we can “clean up” or

“improve” your credit record, credit history or credit rating and you acknowledge and agree that you will not purchase, use or access any of our products or the Site for such purposes. These items (credit record, history and rating) are based on your past or historical credit behavior, and accurate and timely adverse credit information cannot be changed. If you believe that your consumer file contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant consumer reporting agency, and follow the procedures established by the various consumer reporting agencies related to the removal of such information.

8. Account information from third-party sites

- a. You may direct Ally to retrieve your information maintained online by third-party financial institutions such as your bank or credit card company (collectively, “Other Account(s)”). Ally works with one or more Unaffiliated Third-Party Providers to access Other Account information through the login and password information you provide for the Other Accounts.
- b. Ally does not store any User account credentials for Other Accounts. Instead, the Unaffiliated Third-Party Providers store those login credentials in a separate database.
- c. In order to provide you with the Service, we may store your financial account history in our databases. Please be aware that any stored Financial account history may be subject to corruption of data, loss of personalized settings or other interruptions in availability. In addition, any Financial account history is only as accurate as the information provided to us by our Unaffiliated Third-Party Providers, which may not necessarily reflect your Financial account history as provided to you by your financial institution. Because of this, it is your responsibility to ensure that your Financial account history, including due dates and amounts due, is accurate.
- d. Ally may use Financial account history to provide the Service and features to you, including without limitation, determining your potential eligibility for a line of credit or increase in line of credit, determining balances you have at credit card companies, calculating and recommending payment plans, and responding to your questions. Ally is not responsible for the accuracy of the information provided by Unaffiliated Third-Party Providers or maintained by or on third-party sites, or for products or services offered by or on such sites.
- e. You agree that when Ally is accessing and retrieving account information from third-party sites and financial institutions, Ally is acting as your agent, and not as the agent of or on behalf of the third party.
- f. You agree that third parties may rely on this authorization, agency and power of attorney granted by you.
- g. In addition, Ally and its Unaffiliated Third-Party Providers may use, modify, display, distribute and create new material using financial information to provide the Service to you. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is provided by or about you, may be used by us or our Unaffiliated Third-Party Providers to conduct certain analytical research, performance tracking and benchmarking. We or our Unaffiliated Third-Party Providers may publish summary or aggregate results relating to metrics comprised of research data from time to time and distribute or license such anonymous, aggregated research data for any purpose, including helping to improve products and services and assisting in troubleshooting and technical support.

9. Use of social media

You acknowledge that you alone are responsible for evaluating the merits and risks associated with the use of Ally systems, services or products. You acknowledge that you have read, understood and accepted the disclosures and these Service terms and conditions that apply to your use of Ally's website and the Services. You understand that for any questions or concerns regarding a particular debt, service or transaction related to a Credit Score Tracker, you must contact Ally customer service directly. You acknowledge that service questions posed via social media may not be handled as promptly as through core service channels during our posted business hours.

You understand that certain regulations prevent Ally from publicly responding to individual customer issues. Your complaints or grievances, relative to a specific Credit Score Tracker or other services of Ally, posted on social media may be removed by Ally from public view and addressed through private correspondence with you and in accordance with Consumer Financial Protection Bureau (CFPB), Fair Credit Reporting Act (FCRA), Equal Credit Opportunity Act (ECOA), Fair Credit Billing Act (FCBA), Electronic Fund Transfer Act (EFTA), Fair Debt Collection Practices Act (FDCPA) and Federal Deposit Insurance Corporation (FDIC) regulations for customer complaints. For any questions or concerns regarding Credit Score Tracker or a particular transaction, you must contact Ally customer support directly.

10. Alerts

While we do our best to provide timely alerts with accurate information, you understand and agree that alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert.

We do not include your password or full account number in alerts. You acknowledge and agree that alerts are sent to you without being encrypted and that they may include your name and some information shown in your Credit Score Tracker. Depending on the alert, information such as changes to your credit report or accounts may be included. Anyone with access to your email will be able to view the content of these alerts.

We provide all alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate alerts at any time without prior notice to you.

11. Disclaimer of warranties

You expressly understand and agree that:

- a. your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. Ally expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. Ally will make reasonable efforts to maintain the Service; however, Ally is not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, mis-delivery or non-delivery of information, restriction or loss of access, bugs or other errors, unauthorized use due to your sharing of access to the Service or failure to properly protect your log in information, or

other interaction with the Service. Ally does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the software will be corrected.

- c. any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d. no advice or information, whether oral or written, obtained through or from the Service shall create any warranty not expressly stated in the Credit Score Tracker Agreement.
- e. any "moral rights" in posted material have been waived.

12. Limitation of liability

You expressly understand and agree that Ally shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, reported earnings, data or other intangible losses (even if Ally has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service.

You will not hold Ally and/or Unaffiliated Third-Party Providers liable in any way for:

- a. any inaccuracy of, error or delay in, or omission of the content; or
- b. any loss or damage arising from or occasioned by: i) any error or delay in the transmission of such content, ii) interruption in any such content due to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other acts of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) any other cause beyond the reasonable control of Ally and/or Unaffiliated Third-Party Providers, or iv) non-performance.

13. Other exclusions and limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 11 and 12 may not apply to you. In such states, Ally's liability shall be limited to the greatest extent permitted by law.

14. Indemnity

You agree to indemnify and hold Ally and its parents, subsidiaries, affiliates, directors, officers, agents, co-branders, the Unaffiliated Third-Party Providers or other partners, employees and shareholders harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses,

damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to – whether you are a customer User or not – your access and/or use of, or interaction with, the content, your use of the Service, your connection to the Service, your violation of the Credit Score Tracker Agreement, the infringement or violation by you of any intellectual property or other rights of any person or entity, or any act, error, or omission of your use of your account or any User of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law. The User is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

15. U.S. Government restricted rights

The materials on the Service are provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of Ally's proprietary rights in them, as applicable.

16. General

- a. Notices to you may be made via either electronic mail or regular mail.
- b. The Service may also provide notices of changes to the Credit Score Tracker Agreement or other matters by displaying notices or links to notices to you generally on the Service.
- c. The Credit Score Tracker Agreement and the relationship between you and Ally shall be governed by the laws of the State of Utah without regard to its conflict of law provisions.
- d. You and Ally agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Utah.
- e. The failure of Ally to exercise or enforce any right or provision of the Credit Score Tracker Agreement shall not constitute a waiver of such right or provision.
- f. The Credit Score Tracker Agreement constitute the entire agreement between you and Ally and govern your use of the Service, superseding any prior agreements between you and Ally (including, but not limited to, any prior versions of the Credit Score Tracker Agreement). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Ally services, third-party content or third-party software.
- g. If any provision of the Credit Score Tracker Agreement or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Credit Score Tracker Agreement remain in full force and effect.
- h. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Credit Score Tracker Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Credit Score Tracker Agreement are for convenience only and have

no legal or contractual effect.

17. Third-party content

The Service and/or the Unaffiliated Third-Party Providers may provide, or third parties may provide, links to other Internet sites or resources. Because Ally does not have any control over such sites and resources, you acknowledge and agree that Ally is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ally shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such content, goods or services available on or through any such site or resource.

The linked sites may contain content and graphics that contain explicit material unsuitable for minors or may otherwise be offensive. If you enter these linked sites, you assert that you are of legal adult age in your jurisdiction to view such materials and the viewing, reading, and/or downloading of content from these linked sites does not violate the community standards of your locality, city, town, county, state, province, country or other community to which you belong, and/or from which you access these linked sites.

18. Modifications to service

Ally reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Ally shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

19. Violations

Please report any violations of the Credit Score Tracker Agreement to Ally by telephone at 877-247-2559, via secure email or contact us at ally.com.

20. Revisions

Ally may at any time revise the Credit Score Tracker Agreement by updating this document. You agree to be bound by subsequent revisions and agree to review the Credit Score Tracker Agreement periodically for changes. The most updated version of this document will always be available for your review under Terms & Privacy on the Ally website.

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