

Ally Lending Merchant Operating Guidelines Installment Loans.

Merchant Compliance
Requirements

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Consumer credit is a highly regulated space. The materials in this document provide an overview of critical requirements that you must follow when discussing financing with your customers, and when processing applications and loans through the Ally Lending Program.

- The following is part of required training in order to participate in the Ally Lending Program.
- You must read this content and certify that you have reviewed and understand the compliance rules governing your participation in the Ally Lending Program.

- How you advertise consumer financing products and the way that you present the Ally Lending Program influences the customer's view of you and Ally Bank. Advertising incorrectly can result in complaints, customer dissatisfaction, and regulatory violations.
- Marketing and advertising of consumer financing products is governed by state and Federal laws / regulations. This includes discussions of financing in your store or office location, by telephone or video conference, and conversations in the consumer's home.
- If you use marketing & advertising materials that refer to Ally Bank, the Ally Lending Program, or Ally Product, you are required to use materials and content that have been approved by Ally Bank. These advertisements must be submitted to Ally Bank and approved by Ally Bank prior to use.
- Ally Bank provides marketing & advertising guidelines that:
 - If Ally Lending or Ally Bank is mentioned in any of the advertisements, it must get Ally Bank's approval prior to publishing;
 - Illustrate requirements for promoting Ally Lending's consumer financing product;
 - Provide awareness of some laws and requirements governing advertisements of credit terms and conditions; and
 - Are not intended to be legal advice, and you should consult with your own counsel before undertaking any advertising campaign.
- If we communicate that any of your advertisements do not meet Ally Bank's marketing and advertising guidelines, you will be required to immediately stop using these advertisements until changes have been made and content has been approved by Ally Bank.
- Ally Bank Marketing and Advertising guidelines can be found at <https://www.ally.com/lending-provider-resources/branding-marketing/>

By working with Ally Lending, you accept shared responsibility in ensuring the confidentiality and protection of our borrowers' personal information and data. These sections outline what we expect from our providers.

Acceptable Use

- In the event of an information security breach, you must immediately notify us, upon discovery, of any unauthorized or attempted access, possession, disclosure, use, or knowledge of Ally Data.
- Consider all information provided to you by us or the borrower confidential and protect it as such. This includes personal information of the borrower, pricing, rates, as well as designs and passwords related to any of our technologies.
- Integrators must not use Ally Application Programming Interfaces (APIs) to perform any activity not specifically authorized by Ally (Examples: Creating reports, batch files of borrower Personally Identifiable Information, etc.).
- Ensure only employees with a business need have access to borrower information.

Device Requirements & Networks

- All devices must have passwords that require manual entry (i.e. no automatic login for devices that access Ally data).
- Apply operating system patches (including Mobile) within 30 days of release.
- You can't use unsupported devices/software (i.e. End of Life) to access Ally data.
- Desktop computers must maintain up-to-date antivirus protection.
- Mobile devices must not be altered in a way that may increase exposure to security threats (e.g. jailbroken or rooted).
- Wireless networks that support access to Ally Information, including back-office networks, must be encrypted and utilize strong passwords for access.

Identity and Access Management

- Only permanent employees should have access to borrowers' personal information and out systems.
 - Obtain written consent from Ally before granting access to any third parties such as marketing agencies, sub-contractors, or temporary employees.
- All user IDs for Ally Provider Online Services should be unique to each employee – sharing of IDs is prohibited.
- Access should be immediately suspended when a user is no longer employed by the provider.
- If an account is compromised, passwords must be changed immediately.
- User access must be reviewed annually for accuracy.

The Consumer Must Explicitly Authorize a Credit Application.

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- The consumer must be involved in the application process, which includes reading and consenting to all disclosures on the application, such as the authorization to pull a credit report and consents related to using mobile telephone numbers.
 - The consumer must provide authorization to submit an application.
 - This is best accomplished by using the full consumer apply process where the consumer completes the entire application on their device.
 - In cases where the consumer is present in person (face-to-face), the application may be initiated on your device along with the consumer using their device, following verification of a valid U.S. government issued, photo ID. However, ultimately, the application should be completed on the customer's device (disclosure acceptance and signing of loan agreement).
 - ID verification must be a clear, legible copy of sufficient size and/or resolution to reasonably view text, photos, and card features.
 - You should retain a copy of the ID for 24 months.
 - The consumer must provide their own name, date of birth, address, and Social Security/Taxpayer Identification number.
 - Merchants only take applications for work on a residential property. Commercial or business transactions are prohibited. The applicant has to be the consumer and the address provided has to be a residential address.
 - If the consumer is not present in person (e.g., you are speaking with the consumer by phone or video conference, or through your website) then the consumer application link must be used.
- A consumer may not submit a credit application for someone else. Customers must apply in their own name.
- Applications can only be taken for an individual. Currently, Ally Lending does not fund joint applications.
- You should retain any signed loan application acknowledgment for at least 36 months from the date of application.
- You must correctly describe the offered Ally Bank loan product, which includes accurately describing promotional financing features (such as Loans with No Interest No Payment promotions, or with Interest Promotions).

Discrimination is Illegal.

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- Ally Bank does not tolerate discrimination in any form.
- If a merchant is found to be discriminating against customers in any way, they will be subject to disciplinary action, up to and including termination from the Ally Lending Program.
- Discrimination against customers based on their race, color, religion, national origin, gender, marital status, age, or other protected class is illegal.
- State or local laws may offer protection to other categories, such as sexual orientation. You are responsible for complying with all anti-discrimination laws that are applicable to our program.
- Examples of Illegal discrimination:
 - Illegal discrimination includes not offering financing to a customer based on a prohibited basis.
 - Illegal discrimination can include steering customers to less attractive financing offers (such as higher-interest rate loans, or to loans with less attractive promotional terms) based on prohibited characteristic or basis.

The Ally Bank Loan agreement is in English.

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Ally Bank's loan agreements are presented in English. You must not conduct your discussions about the Ally Lending Program or Ally Bank credit product with several payment options/terms in any language other than English. Customers may use their own translators if they wish, but if you are unsure if your customer understands your presentation in English, you should use the Consumer Apply link.

Protecting Vulnerable Adults.

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- Vulnerable consumers include adults over 60 years old, or who are mentally or physically disabled.
- Vulnerable adults may be targets of exploitation by family, caregivers, merchants and home repair contractors.
- Extra care should be taken to ensure that vulnerable adults are treated fairly, that they understand their financing options and process, and that they are not subject to unfair, deceptive, or abusive sales practices.
- Merchants found to be abusive to vulnerable adults may be subject to disciplinary action, up to and including termination from the Ally Lending Program.
- Consumers must be at least 18 years old (19 in Alabama and Nebraska).
- Consumers must be able to read and understand the application and to express their intent to submit an application, and to use a loan to pay for their purchase.
- Consumers may not apply on behalf of another person.

Avoiding Claims of Abuse.

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- Do not pressure consumers to make a purchase or to apply for credit. Share options with the consumer and allow them to decide if they want to use credit to pay for their purchase.
- Check the consumer's photo ID before accepting a credit application. Consumer's may not apply on behalf of another person, regardless of how they may be related.
- Do not put undue time pressure on discounts, promotions or financing offers. Ally Bank's Loan prequalification's are valid for 14 days, which should provide ample time for your customer to make a decision about financing. This also applies to in-home conversations for Home Improvement projects.
- Listen to the consumer and address their concerns.

Understanding Ally Bank Loan Products.

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Ally Bank offers an Installment Loan with several payment options/terms for customers to pay for what's important to them, including home projects, elective health services, merchandise, and auto care. Ally Bank expects merchants to understand the loan products that they offer to customers.

- Merchants should understand the installment loan options Ally Bank offers, including standard installment loans, Interest Promotion, No Interest and No Payment promotion, and True Zero loans and intro Rate loans.
- Merchants should understand the terms of the loan plans that they offer, including the interest rates, the length of any promotional period and conditions of the promotion, the overall length of the loan and how many payments are required.
- Merchants should provide complete and accurate information about Ally Bank's loan products. Always be truthful. Always refer to approved product descriptions.
- Call us at 800-427-9184 if your customer has questions that you can't answer.

Understanding Ally Bank Loan Products.

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Standard Installment Loans

- Standard installment loans have a fixed rate of interest and fixed monthly payment for a set number of months. Making the minimum payments on time each month will satisfy the loan.

Intro Rate Loans

- Intro rate loans start with an initial promo rate and set payment, which will both increase after the promo period ends.
- Any extra payments or overpayments made during the promo period would reduce the number of payments over the term of the loan, but don't affect the monthly payment. If a borrower pays the balance during the promo period, they'll only end up paying interest at their promo rate.

No Interest and No Payment Promotion Loans

- No Interest and No Payment Promotion Loans offer a promotional period, during which no interest is charged, and minimum payments are not required.
- After the expiration of the promotional period, Interest will begin to accrue at the interest rate specified in the borrower's loan agreement, and minimum payments will be due for each billing cycle, until the balance is paid.
- The consumer can avoid paying interest by paying off the full balance during the promotional period.

True Zero, zero Interest Loans

- True zero loans have a zero % interest rate, and a fixed monthly payment for a set number of months.
- Making the minimum payment on time each month will satisfy the loan, and the borrower will pay no interest.

Understanding Ally Bank Loan Products.

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Interest Promotion Loans

- Interest Promotion loans offers a refund of finance charges if the borrower pays the original balance (and any fees incurred) in full prior to the expiration of the promotional period.
- Like a standard installment loan, Interest Promotion loans also have a fixed rate of interest, a fixed monthly payment for a set number of months; making the minimum payment on time each month will satisfy the loan but will not be sufficient to receive an interest refund.
- Interest promotion IS NOT a “0% interest” loan and IS NOT a “no interest” loan. Interest will be charged and appear on each billing statement and will be refunded if the borrower satisfies the promotional terms, as noted above.
- Interest does appear on all billing statements; however, billing statements will reflect the promotional payoff amount, which may be different from the ‘New Balance’ amount reflected.
- Minimum payments are required each month, but making just the minimum payments will NOT pay off the balance during the promotional period. The borrower will need to make larger payments and/or additional payments during the promotional period in order to receive a refund of interest.
- The borrower is not required to pay off the balance during the promotional period. If the borrow prefers to make payments over the full term of the loan, the monthly payment and interest rate will remain the same when the promotion expires.

Consumer Application Options.

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You always have the option for Full Consumer Apply, which is what consumers use to submit an application in the Ally portal using their own device.

If the consumer can't or doesn't want to submit an application that way, we have two ways you can assist them. Both options need to be approved for use.

- Guided Application: With the consumer present, fill out and submit an application using Provider Online Services.
- Paper Application: Print out the application and have the consumer fill it out

It is critical that loan signing procedures be followed. If a loan is not correctly authorized, the loan will not be eligible to be funded. If we determine that an existing loan has not been correctly authorized, we may cancel the borrower's account and charge the loan balance back to the merchant.

E-Signing (Electronic Signature)

- When authentication is implemented, the consumer will be required to authenticate prior to signing the loan agreement.
- Consumers that have provided a valid email address and have consented to the appropriate ESIGN Consumer Consent Disclosure will receive a request by email to e-sign their loan document. They must e-sign the document on their device (e.g. smart phone, tablet, computer) to complete the loan. Once the loan agreement is e-signed the consumer will also receive a signed copy by email.
- In cases where the consumer cannot e-sign on their own device, Wet Signing is available as an alternative (ink signature). If Wet Signing is also not possible, it may be possible for the consumer to e-sign the document on your device (computer or tablet), if ALL of the following conditions are met:
 - Consumer must be physically present
 - Consumer must have provided a valid email address, in order to receive an electronic copy of the signed agreement
 - Consumer must explicitly agree to sign the loan on your device. You should always retain evidence the consumer's agreement to execute the loan in this way
 - You must NEVER sign on the consumer's behalf. The consumer must ALWAYS be the one to execute the loan agreement.

Wet Signing (Ink Signature)

- You must **NEVER** sign on the consumer's behalf. The consumer must **ALWAYS** be the one to execute the loan agreement
- If customers request, or if a valid email address is not available, then Consumers can wet sign a printed copy of the loan agreement. You should not create an email address for the applicant for the purpose of processing a loan
- After Wet Signing, you must provide a printed copy of the signed agreement to the customer
- You will need to scan and upload a copy of the signed agreement to the Ally Lending portal.

Service Dates, Loan Funding Requests, and Merchant Fees.

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Service Dates

If you use Service Dates, the Service Date will also be the date that your loan is scheduled for funding. Service Dates should be scheduled to coincide with initial service delivery or treatment. If Service delivery or treatment is not starting on the same day that the loan is completed, you should choose the correct future date for the Service Date.

Funding Request

At the time the loan is signed, some merchants may not know exactly when service will start or be completed. These merchants may submit a loan funding request when the necessary stage of completion or delivery is met.

- Funding request related to financed goods should not occur before the goods are shipped
- Funding request for multi-stage service plans or treatment plans should not occur until commencement of service or treatment
- Funding requests for home improvement projects should not occur until project is completed.

Limits on Funding Loans for Home Improvement Projects

Funding of Loans for down payments on Home Improvement projects may be limited by state laws. You should not request funding in amounts that exceed the limits in the states in which you do business.

Service Dates, Loan Funding Requests, and Merchant Fees.

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Rescission Periods

Federal law, in addition to many state laws, afford consumers the right to cancel projects in accordance with the federal law's Cooling-off Rule or a states Right of Rescission, which is often 3 business days, but may be longer in some jurisdictions. Please consult your own legal counsel regarding the laws applicable to down payments and the right of rescission applicable to your business.

Merchant Discount Fee (MDF)

You're not allowed to surcharge a customer for choosing to finance with Ally Bank. This means you can't add the cost of your merchant fee to the costs for goods, services or projects which you charge to your customer. You can't charge a higher price to a customer who chooses to finance with Ally Bank or offer a cash discount to a customer who elects not to finance with Ally Bank.

- **Membership Fee/Service Plan:** Borrowers can't finance these fees; they need to be collected directly from the borrower.
- **Restocking/Cancellation Fee:** If a borrower returns a product or service, Merchants can't deduct any cancellation or restocking fees from the amount of the return. Cancellation fees and restocking fees need to be collected directly from the borrower and can't be included in the loan amount.

Fraud Prevention & Identity Verification.

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- Merchants and/or resellers (“merchants”) will take reasonable precautions to prevent the fraudulent or unauthorized submission of Ally Lending installment loan applications and agree to assist Ally Lending in verifying the identity of loan applicants.
- In cases where the consumer is present in person (face-to-face), the application may be initiated on your device, following verification of a valid U.S. government issued, photo ID. However, ultimately, the application should be completed on the customer’s device (disclosure acceptance and signing of loan agreement).
 - ID verification must be a clear, legible copy of sufficient size and/or resolution to reasonably view text, photos, and card features
 - You should retain a copy of the ID for 24 months.
- Ally Lending uses commercially available methods to detect application fraud and verify the identity of loan applicants, including the use of software to capture attributes of the device being used to submit the loan application.
 - When a loan application is originated on a consumer’s device (PC, mobile, tablet) and is passed to Ally Lending via a merchant’s or reseller’s network, the merchant or reseller must capture the required device attributes and pass them along to Ally Lending per the applicable Ally Lending technical specifications.
- Merchants are required to assist in identity verification by submitting applicant identity information per the applicable Ally Lending technical specifications.
 - In addition, to the required personal information and telephone number(s), each loan application must be submitted with a valid consumer email address. A valid email address is owned and accessible by the consumer, so they can receive and respond to electronic communications about their loan. Email addresses with your company/ practice domain, non-standard domains (e.g., @noemail.com) and HCS/Ally Lending domains will not be accepted and may result in the loan application being delayed or declined.
 - In order to comply with Federal regulations, each applicant must provide a physical street address as their primary address. Submission of a PO Box or Commercial Mail Receiving Agency (CMRA) address as the primary address is prohibited and may result in the loan application being delayed or declined.
- If at any time prior to, during, or after the Ally Lending loan process a merchant suspects fraud or identity theft on the part of the customer, please immediately contact the Ally Bank Fraud Hotline at 1-833-226-1520 (Option 5) or email fraud.allylending@ally.com.

Fraud Investigations.



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- Merchants and/or resellers (“merchants”) are required to cooperate with investigations of fraud regarding loan applications, the related customers, and the associated merchandise or services.
- Upon notification of a fraud investigation, a merchant shall immediately suspend delivery of any merchandise or services financed by the loan(s) under investigation.
- Merchants shall provide information regarding the customer and transaction(s) to include any invoices/work orders, specifics of the good/ services provided, dates, etc., and any delivery/ service address information (as applicable).
- Merchants who are required to collect ID from the customer must also provide a clear and legible copy of the customer’s ID presented at the time of sale / loan application. Photos of the individual who received service (when available) may also assist us in resolving a claim of fraud or assist in the investigation.
- All requested information must be returned to Ally Lending within five (5) business days. Failure to provide required information in a timely manner may result in chargeback of the loan amount.
- Merchants agree to cooperate with any law enforcement agencies involved in the investigation of loan fraud.
- Upon confirmation of a fraudulent loan, merchant shall refund any unused portion of the loan funds to Ally Lending within ten (10) business days.

Document Retention and Destruction.

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Physical Copies

- You must give the borrower the option to keep their signed Loan Agreement document when the application process is complete.
- If the Loan Agreement isn't returned to the borrower, whether they forgot it or said they didn't want it, you must store the document in a secure location and destroy the document within 30 days so that it isn't readable or accessible in any way. You can do this yourself or through your document management company.

Digital Copies

- Delete any scanned documents from all digital storage devices within 30 days of application completion.

Customer Satisfaction and Complaints.

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- Ally Bank wants every customer to be happy with their financing choices and their purchases. Unhappy customers and confused customers lead to complaints.
- We conduct customer satisfaction surveys that seek feedback about our borrowers' experience with you, and with the Ally Lending program. We want to ensure customers understand their loan terms and confirm they received the goods and services purchased.
- Ally Bank can receive complaints from many sources, including directly from consumers, from regulatory agencies (i.e., State Attorneys General, CFPB, etc.), suppliers, consumer advocacy groups, attorneys, our customer satisfaction surveys, and from our merchants. Complaints from regulatory agencies and State Attorney general's offices often must be responded to in a shorter timeframe versus the standard 30-calendar day timeframe.
- You must share copies of written and verbal complaints you receive that involve Ally Bank products or services. Copies should be sent within 5 business days of receipt to your Account Executive.
- If we request documentation from you in order to investigate a complaint, this must also be provided within 5 business days of our request.
- Ally Bank must investigate all complaints we receive, including those about your performance and actions.
- Merchants with excessive complaints, or that fail to respond as required to complaints investigations will be disciplined, up to and including termination from the Ally Lending program.

Understanding Ally Lending dispute management process.



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Ally Lending's dispute management process seeks to establish clear standards and improve communications for Merchants and Borrowers. To start, we have established the following definitions and document requirements:

A dispute occurs when a borrower notifies us that they disagree with all or part of the loan due to borrowers' remorse or provider error (i.e., non-adherence to an Ally policy or procedures)

- Examples of Dispute Reasons: (i.e., Quality of Service, Unauthorized Transaction, Paid by Other Means, Failed Inspection, Borrowers Remores)

Merchants must identify a Dispute Contact(s) to facilitate communication and resolution:

- Dispute Contact: Individuals within your business who will be the "PRIMARY" contact (via email/phone) responsible for supporting borrower dispute resolution. Note: Support includes but is not limited to receiving and reviewing

Merchant Dispute Document Requirements: In order to facilitate case resolution, we may request documentation from both merchants and borrowers.

- Examples of relevant document requirements based on the dispute type:
 - Service Agreement
 - Proof of Return and Exchange Policy
 - Cost of Services (Itemized Cost of Services)
 - Proof of Return
 - Proof of Reimbursement Policy
 - Passed Inspection

Understanding Ally Lending's dispute communications.



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- Ally Lending's Claims Team will notify Merchants in approximately 3 business days of receipt via an email communication to designated "Disputes Point of Contact"
- Merchants will receive all dispute communications from Noreply@securefiles.ally.com
- Note: If you have not already done so, Merchants must provide Ally with a Disputes Point of Contact(s) for all dispute communications and notify us of any staffing changes (as applicable) by contacting your Account Manager
- The Merchant will receive two emails at the opening of a dispute "dispute opened" which will outline the dispute information and documents requested which will request specific documents needed to facilitate the resolution of the dispute
 - Subsequent communications will be sent for the final resolution and to provide status updates (as applicable)
- Merchants will have 5 business days from the date of initial email notification to respond and provide supporting documents
 - If a Merchant is unresponsive to Ally's request for documentation, this may result in a decision in favor of the borrower
 - Merchants will be able to upload and transmit documents securely through the new email communication
 - Once all documentation is received, Ally will review and decision the dispute case within 30 days.
- Once a decision is made for full or partial reimbursement, Merchants will have 3 business days from the date of Ally's resolution notification to reimburse the loan, or Ally Lending will submit a Chargeback request to refund the loan
- If a Merchant receives a complaint or dispute directly, immediately forward that request to your Account Manager

Understanding Ally Lending's Dispute Standards.



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Ally Lending has established the following Merchant related dispute standards:

- Merchants should maintain compliance with state return, exchange, and cancelation laws and disclose the same in a conspicuous manner to consumers and upon request to Ally during a dispute
 - Ally Lending will honor a standard 30-day return policy, along with any state-specific return and refund laws for goods including but not limited to returned medical devices (e.g. hearing aids)
 - Ally Lending reserves the right to process refunds for non-refundable or undelivered goods or services
- Ally recommends as a best practice that Merchants establish a "Borrower Satisfaction" document (or include verbiage in existing materials) to reduce consumer disputes
 - Note: For instances when a Merchant agrees to repair/replace a product or service as a result of a dispute, the Borrower Satisfaction document will be required for resolution
- In the event a Merchant agrees to replace or repair a defective installation, Merchants have 30 days from date of agreement to submit a Borrower Satisfaction notice to adequately resolve the dispute
- The costs of the loan should align to the service delivery schedule (e.g., costs for 5 services should be distributed across all 5 appointments)

Ally Lending likely will decision in favor of the consumer.

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Ally lending will likely decision in favor of the borrower if a Merchant does not adhere to Ally Lending program requirements, including but not limited to:

- Non-adherence to the Merchant Agreement
- A loan is funded prior to services beginning
- Merchants use a non-Ally lending approved application process
- Merchant contracts with a party who is not at least 18 years old
- Merchant contracts with a vulnerable adult
- The loan amount includes service contracts, extended warranties, gift certificates/gift cards, membership plans, any future service or delivery obligation (unless previously approved by Ally Lending in writing)
- The information in the application is, or is suspected to be, fraudulent or unverifiable by Ally Lending
- The signature or e-signature on the application is not an authorized signature
- The transaction does not represent an authentic sale of Merchant services
- A Merchant is unresponsive or unwilling to resolve the dispute after (30) days
- The consumer cancels the loan within the applicable timeframe

Ally Lending will likely decision in favor of the consumer.

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Ally will likely decision in favor of the Consumer if a Merchant does not adhere to Ally Lending program requirements, including but not limited to:

Home Improvement

- In the event of a Merchant does not submit a Borrower Satisfaction document related to the replacement or repair a defective installation within 30 days
- If a borrower exercises their right of rescission, Ally will cancel the loan and pull back funds from the Merchant (regardless of whether work has started or been completed)
- In the event the borrower is not the homeowner

Healthcare

- In the event the services are for a minor child, and the applicant is not the parent of the dependent minor who is receiving the Merchant Services
- In the event restocking fees or credits are included in the cost of the loan

Thank You!

By following the rules and obligations outlined in the Program Agreement and Operating Guidelines, you can use the Ally Lending Program to grow your business and delight your customers.

Thank you for choosing Ally Bank. The materials referred to in this presentation, including Operating Guidelines, can be found online at <https://www.ally.com/lending-providerresources/>.

Please reach out to your relationship manager with any questions.



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