

Ally Demand Note Online Services Terms of Use

Last updated: July 2013

The Ally Demand Note Online Service Terms of Use, as amended from time to time (“Terms of Use”) governs Your access and use of the Ally Demand Note Online Services. Please read, download or print, and save a copy for Your records.

1. Definitions.

- “Account Owners” means each individual owner who is listed on the Eligible Account in our records.
- “Account Services” includes changing your Demand Note Account mailing address, changing your account information, or signing up for Demand Note electronic statement.
- “Ally,” “we”, “us” and “our” means Ally Financial Inc.
- “Ally Demand Note Online Service(s)” means Ally’s web portal through which you may access Demand Note Account Services that are available to Eligible Accounts which is accessible via our website, www.demandnote.com
- “Demand Note Account” means your Demand Note investments.
- “Demand Note Website” means www.demandnotes.com
- “Eligible Account” means an active Demand Note Account that is eligible for access by you through the Ally Demand Note Online Services.
- “Ineligible Account” means a Demand Note Account that is not eligible for access by you through the Ally Demand Note Online Services.
- “You” and “your” means, as applicable, each person who is a Demand Note investor associated with a Demand Note Account. .

2. Eligible Accounts

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

- Your account information, such as your investment history;
- Request a redemption;
- Manage your Demand Note Account investor profile

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

3. Ineligible Accounts

Ineligible Accounts include:

- Demand Note Accounts that have been fully redeemed;
- Demand Note Accounts requiring special handling, such as Demand Note Accounts involved in a dispute.

If you have an Ineligible Account, the Ineligible Account cannot be accessed via the Ally Demand Note Online Services.

4. Authorized Account Owners and Joint Owners

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Service, to the extent allowed by the terms of the Demand Note Prospectus. If we provide notice to one Joint Owner, all Joint Owners are deemed to have received notice. Access to Online Services will require each Joint Owner to have a unique username and password.

5. Username and Password

When you register for Ally Demand Note Online Services, you must create a username. You will also be required to create a password. Your password must be different from your username and must comply with the directions provided to you when you create or modify your password.

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

You are responsible for all activity that occurs on your Demand Note Account. You must keep your username and password safe and secure. If you provide either your username or password to someone else, you are authorizing that person to access your Demand Note Account information and use the Account

Services in your name and you will be solely responsible for any and all activity or transactions the person performs using either your user name or password. All transactions performed by that person, even those you did not intend or want performed are considered authorized transactions.

TELL US AT ONCE, if you believe that either your username or password has been lost, stolen or otherwise compromised. The best way to minimize any losses or adverse consequences is to call us **IMMEDIATELY at 800-684-8823**.

6. Use of Service

The Demand Note Website and the Demand Note Online Services are offered to you subject to your agreement to these Terms of Use and the Demand Note Prospectus. By accessing the Demand Note Online Services you agree to be bound by the Terms of Use, as may be amended from time to time. You agree that you will not use the Demand Note Website or the Demand Note Online Service: (i) in an unlawful way or to conduct unlawful transactions; (ii) in any way that may cause harm or create liability for Ally; (iii) in any way that impairs the Demand Note Website; or (iv) in a way that interferes with any party's access, use or enjoyment of the Demand Note Website. Ally reserves, in its sole discretion, the right to suspend or terminate your access to and use of the Online Service in accordance with these Terms of Use.

7. Electronic Demand Note Statements

Demand Note statements are sent by U.S. Mail to Account Owners at the account address we have on file. If more than one owner, each owner may request to receive Demand Note statements electronically. You must request the electronically delivery of statements and if you do so paper statements will no longer be sent to you. Note, if your Demand Note account has more than one owner, to stop paper statements from being issued, each owner will be required to request electronic statements. If any joint owner does not request electronic statements, then a paper statement will continue to be issued to the address we have on file. To obtain electronic statements only, each Account Owner must request and agree to electronic statement delivery.

8. Information

You warrant that any information, data or instruction you provide to Ally through the Demand Note Website is true, accurate and complete. Should any information you provide to Ally change, you agree to update such information within a reasonable period of time of the change. Any personal information you submit or Ally collects related to the Demand Note Website or Demand Note Service will be subject to Ally's Privacy Policy. Any non-personal information

you provide or we collect may be used by Ally in any way we choose, including using data, images, sounds, text or other items for commercial or noncommercial purposes.

9. No Warranty

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

10. Limitation of Liability

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

11. Other Terms and Conditions

A. No Service Charge

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

B. Other Fees and Charges

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

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

C. Changes to these Terms of Use

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

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

D. Termination of the Ally Demand Note Online Services or Account Services

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

E. Equipment and Supported Browsers

You are responsible for obtaining, maintaining and operating your own equipment used to access and use the Online Services including but not limited to transactions. We will not be responsible for any failure or errors resulting from the malfunction of your equipment.

We support non-beta versions of the following browsers and platforms for accessing the Online Services via our Website: Windows (XP or Vista) or Mac OS X (Leopard or Snow Leopard); A compatible web browser that supports XHTML 1.0, SSL encryption, and JavaScript. Many browsers work with demandnotes.com, but for best results, we recommend you use:

Microsoft Internet Explorer 8 or 9, Mozilla Firefox version 15.0 or higher, Google Chrome version 9.0 or higher, or Safari version 5.0 or higher.

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

F. Secure Email

As part of the Online Services, you may contact us through the Contact Us page via secure email ("Secure Email"). Secure Email provides you with a safe, secure way to correspond with us. When you use Online Services to access Secure Email and send messages to Customer Care, the content of your message will be transmitted using technology intended to protect your privacy.

- We are not responsible for any information sent by you through an email system other than Secure Email as it may not be secure and may be observed by third parties in its transmission.
- We need a reasonable amount of time to research and reply to your requests, although we will make every effort to respond to your message within 24 hours when sent via Secure Email. Messages sent outside Secure Email may not be held to the same response time.

12. Notices and Communications

Except as expressly provided otherwise in these Terms of Use, we will provide you notices and other information regarding your Eligible Account or the Account Services through mail, electronic means (either email, text or by posting information on www.demandnotes.com), or by any other means available. To the extent that the information is sent via email or text, it will be sent to either your Secure Email address that you access through the Online Service or your external email address that you provided to us. Any Eligible Account or Online Service related information will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or Online Service related communication posted on our Website will be deemed to be delivered to and received by you on the first Business Day following the date on the communication. We always reserve the right to communicate with you through the U.S. Postal Service or overnight courier.

13. Text Message (SMS)

If you provide your mobile phone number to us for the purpose of communication with you via text message ("SMS Service"), the following terms apply:

- a. Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence. We do not charge for any content; however,

downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

- b. By providing your mobile phone number to us, you consent to receiving up to 90 SMS messages per day. You can revoke your consent to text messages at any time from all services by sending HELP to 322654 and following the instructions.
- c. You represent that you are the owner, or authorized user of the mobile phone and number that you provided to us and that you are authorized to approve the applicable charges.
- d. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
- e. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- f. The messages, service, content and materials received through the SMS Service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the SMS Service or its functionality.
- g. The SMS Service is available and intended to be used only in the United States.

h. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the SMS Service to you if we believe you are in breach of our Terms of Use. Your SMS Service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the SMS Service at any time.

i. If you have any questions, call 1-800-684-8823. You can also text the word HELP to 322654 to get additional information about the SMS Service. We do not charge for help or info messages; however, your normal carrier rates apply.

14. Security and Privacy

We invite you to review our “Online Privacy Policy” (located at <http://www.ally.com/privacy/>). . By agreeing to these Terms of Use, you acknowledge that you have read and understand the Online Privacy Policy. You may also find information of interest at our “Security Center” that describes various transactional and information security concepts (located at [ally.com/security](http://www.ally.com/security)).

15. Assignment

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

16. No Waiver

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

17. Governing Law

These Terms of Use and our provision of the Account Services are governed by the laws of the State of Michigan and applicable federal law, without regard to any different state laws that may govern your Eligible Account(s).

18. Rules of Interpretation

If any part of these Terms of Use are determined to be invalid or unenforceable, such determination will not affect the remainder of the Terms of Use.

19. Conflict

If there is a conflict between the provisions of this Terms of Use and the Demand Note Prospectus, the Demand Note Prospectus shall control.