



Terms of Use for Ally’s ATM & Cash Locator Tool effective as of October 1, 2011

General. Ally Financial, Inc. (“Ally”) is pleased to offer access to a proprietary locator tool to help users find ATMs and stores with “cash back” options (“cash back locations”) across the nation (“Locator Service”). Ally’s provision of any ATM or cash back location information, directions, maps, addresses, hours of operation and other related information (“Data”) through use of the Locator Service is subject to these terms of use (“Terms of Use”) as set forth below.

PLEASE READ THE TERMS OF USE CAREFULLY. BY USING THE LOCATOR SERVICE, YOU INDICATE THAT YOU AGREE TO BE BOUND BY THE TERMS OF USE DISCLOSED BELOW.

Use of Locator Service / Limitations. The Locator Service may include Data that is out of date, incomplete or otherwise incorrect, or it may omit Data that you consider relevant to your search. For example: an ATM may no longer be available at a stated location; an ATM may be out of cash; a store may have changed its cash back policies; directions may not provide the shortest route or may specify routes that require you carefully navigate them, paying attention to safety rules and rules of the road; an ATM may be in a location considered by you or others to be dangerous or undesirable; a cash back location may not be age appropriate (with similar limitations, collectively, “Data Limitations”). We will not be responsible for any Data Limitations, and we do not and cannot guarantee that you will not encounter Data Limitations in connection with your use of the Locator Service.

Ownership; Credit. Certain Locator Service Data is provided under license from the Nielsen Company and includes data owned by MasterCard Advisors, LLC and TDLinx. The MasterCard Dataset (ATM information) is proprietary to MasterCard Advisors, LLC. TDLinx (the TDLinx information) is proprietary to The Nielsen Company (US), LLC.

Intellectual Property. Ally owns and/or retains the rights to the Locator Service, subject to the ownership rights of its licensors above. Ally also owns and/or retains the rights to all text, Data, logos or graphic images appearing therein, again subject to the ownership rights of its licensors, and all such material is protected by copyright, trademark, and other laws. Nothing in these Terms of Use transfers any rights in such materials to you or any third party. The Locator Service is intended for your personal use only. You may not copy, mirror, distribute, reproduce, or resell the information or Data contained therein. No copyright, trademark, or other proprietary notices, whether of Ally or its licensors, may be removed.

Changes to Locator Service; Termination. Ally may change, enhance or discontinue the Locator Service, or any terms, conditions, descriptions, information or materials relating to them, at any time and in any manner, without notice. Ally reserves the right, in its sole discretion and without notice, at any time and for any reason, to remove or disable access to the Locator Service.

Disclaimer of Warranties. THE LOCATOR SERVICE IS PROVIDED AS A CONVENIENCE TO USERS AND YOU EXPRESSLY AGREE THAT THE USE OF THE LOCATOR SERVICE IS AT YOUR SOLE RISK. THE LOCATOR SERVICE, INCLUDING TEXT, IMAGES, LINKS, DATA, AND OTHER INFORMATION RELATED TO ATMS AND CASH BACK LOCATIONS, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALLY DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS

OF THE INFORMATION, DATA, AND MATERIALS RELATED TO OR SET FORTH WITHIN THE LOCATOR SERVICE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS THEREON. ALLY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) OF SAFE USE; (VII) THAT THIS WEB SITE OR THE LOCATOR SERVICE WILL OPERATE ERROR FREE, FREE OF VIRUSES OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THIS WEB SITE OR THE LOCATOR SERVICE WILL BE CORRECTED, IRRESPECTIVE OF WHETHER FEEDBACK IS PROVIDED; OR (VIII) THAT THE LOCATOR SERVICE WILL BE AVAILABLE. ALLY'S MODIFICATIONS OF THE LOCATOR SERVICE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS.

Limitation of Liability. UNDER NO CIRCUMSTANCE SHALL ALLY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING PHYSICAL OR EMOTIONAL DAMAGES) RELATED TO THE LOCATOR SERVICE HOWSOEVER CAUSED, WHETHER ARISING UNDER THESE TERMS OF USE OR OTHERWISE, EVEN IF ALLY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE USE OF THE LOCATOR SERVICE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification. You agree to indemnify, defend and hold Ally, its affiliates and respective directors, officers, employees, agents and third party licensors and service providers harmless from and against any and all action, cause, claims, losses, demand or liability, suits, damages and disputes, including attorneys fees, arising out of or related to (a) your use (or misuse) of the Locator Service, (b) your breach of these Terms of Use, or (c) your violation of any law or the rights of a third party.

Feedback. Any comments or materials (collectively "Feedback") received by Ally from you (including questions, suggestions, ideas, comments, know-how, techniques or criticisms) are non-confidential and shall become Ally's property upon receipt. Ally has no obligation to keep Feedback confidential or to make corrections based on Feedback or to otherwise respond to or utilize Feedback. However, at its option, Ally freely may use, edit, alter, copy, reproduce, disclose, display, publish, remove, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit such Feedback and/or incorporate such Feedback, in part or in whole, into any form, technology, or medium throughout the world, on an unrestricted basis for any purpose. To the extent needed, you grant Ally a perpetual, nonexclusive, royalty-free, irrevocable, and transferable right and license to do so, and you acknowledge and agree that Ally is free to use any ideas or concepts contained in such Feedback without further attribution, compensation, or notice to you.

Applicable Law. You agree that the statutes and laws of the State of Utah, without regard to the conflicts of law principles, will apply to all matters relating to use of the Locator Service and these Terms of Use.

Amendment. Ally shall have the right, at anytime without notice, to add to or modify these Terms of Use, simply by posting such amended terms herein and updating the effective date, above. Your use of the Locator Service after such date of the amended Terms of Use shall be deemed to constitute acceptance of such amended terms.

For More Information regarding the Ally ATM & Cash Locator, please contact us at 1-877-247-ALLY(2559).