



## electronic funds transfer act disclosures

### Error Resolution Notice

In case of errors or questions about your account, write us at Ally Lending, PO Box 9212, Old Bethpage, NY 11804 as soon as you can. We must hear from you no later than 60 days after you were sent the first bill on which the error or problem appeared. You can call us at 1-888-568-0186, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to make your monthly payment automatically from your checking or savings account, you can stop the payment on any amount you believe to be incorrect. To stop the payment, please refer to the instructions provided in the 'Right to Stop Payment of Pre-Authorized Electronic Funds Transfer' section below.

### Right to Stop Payment of Pre-Authorized Electronic Funds Transfer

If you have made arrangements with us to make regular payments or withdrawals out of your checking or savings account, you can stop any of these pre-authorized payments. Call us at 1-888-568-0186, or write to us on a separate sheet of paper at Ally Lending, PO Box 9212, Old Bethpage, NY 11804, in time for us to receive your request at least three (3) business days or more before the pre-authorized payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you fail to confirm your oral request in writing, your request will terminate fourteen (14) days after it is made.

### Business Days

For purposes of these disclosures, our business days are Monday through Saturday excluding holidays.

### Documentation

Periodic Statements. You will receive a periodic billing statement each month.

### Consumer Liability

Tell us AT ONCE if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

If you tell us within 2 business days after you learn of the unauthorized electronic transfer, you can lose no more than \$50 if someone used your information without your permission.

If you do NOT tell us within 2 business days after you learn of the unauthorized electronic transfer, and we can prove we could have stopped someone from using your information without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### Financial Institution's Liability

Ally Lending will use its best efforts to make this Service available to you. However, Ally Lending shall incur no liability if it is unable to provide this Service to you for any reason. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your account via this Service. Unless otherwise required by applicable law, we are only responsible for performing the services as delineated in this Agreement.



With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

1. If you do not have enough money in your designated banking account to make the payment requested.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrances restricting the payment request entered.
5. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
6. If you have not properly followed the instructions on how to make a payment.
7. If we have received incomplete or inaccurate information from you or a third party involving the account, or the payment request entered.
8. If we have a reasonable basis for believing that unauthorized use of your information or account has occurred or may be occurring or if you default under this Agreement, the agreement for your account or any other agreement with us, or if we or you terminate this Agreement.
9. If the account has been closed.

10. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted to enter a payment request.

11. If you had knowledge of or questions about the possible malfunction of our system when you initiated the payment request entered.

12. Other applicable laws and/or regulations exempt us from liability.

## Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transactions;
- To verify the existence and condition of the Ally Lending Account for a third party, such as a financial institution or credit bureau;
- To comply with government agency requests, subpoenas or court orders;
- To our and our affiliates' employees, auditors, service providers, consultants, attorneys, collection agents and other agents and contractors in the course of their duties;
- To persons authorized by law in the course of their official duties;
- If you give us your permission.

## Fees

There is no fee to use the Electronic Funds Transfer service, although your financial institution may charge transaction fees.

## Contact Information

Ally Lending  
PO Box 9212  
Old Bethpage, NY 11804  
Phone: 1-888-568-0186