CHANGES EFFECTIVE APRIL 28, 2016

The following paragraph is added in Section 6 “More About CDs and IRA CDs”, under the “Early Withdrawals” section on page 6:

For Select CDs and IRA Select CDs, the early withdrawal penalty imposed will equal 60 days’ interest for terms of 24 months or less, 90 days’ interest for a 25 month to 36 month term, 120 days’ interest for a 37 month to 48 month term, and 150 days’ interest for a 49 month to 60 month term.

The “Renewals” paragraph in section 6 at the bottom of page 5 is updated in its entirety:

Select CDs and IRA Select CDs will automatically renew into the term specified when the account was opened. All other CDs will automatically renew at maturity for the same term. We will use the value of your CD at the end of the Grace Period to determine the balance tier applicable to the renewed term. The interest rate paid for the renewed CD begins on the maturity date and takes into consideration the Ten Day Best Rate Guarantee. If your CD term is no longer offered, we will inform you at maturity and renew your CD into another term, unless you direct us otherwise.

CHANGES EFFECTIVE NOVEMBER 7, 2015

MONEY MARKET, ONLINE SAVINGS, AND IRA ONLINE SAVINGS

The fourth paragraph under Section 4 “How Interest is Calculated” on page 4 is deleted in its entirety and replaced with the following new provision:

As of the effective date, interest rates on Interest Checking, Money Market, Online Savings, and IRA Online Savings are based on balance tiers. A tier is a range of account balances. The interest rate we pay is according to the tier in which your end-of-day balance falls. Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

CERTIFICATES OF DEPOSIT

Section 6 “More About CDs and IRA CDs” starting on page 5 of the Deposit Agreement is deleted from its beginning down to the “Raise Your Rate” header in bold font in the middle of page 6 and replaced with the following:

CD Balance Tiers –

All CDs: For all new CDs, the interest rate and corresponding Annual Percentage Yield (APY) will be based on one of three balance tiers:

- Less than $5,000.00
- $5,000.00 to $24,999.99
- $25,000.00 and Higher

Raise Your Rate CDs: All existing 2-Year and 4-Year Raise Your Rate CDs will be assigned to one of the same three balance tiers. The interest rate and APY on all existing Rate Your Rate CDs will not change based on this assignment.

We reserve the right to change these balance tiers at any time without prior notice to you.

Additional Deposits – Additional deposits to any CD or IRA CD are not permitted except during Grace Periods.

Interest Rates and the Ten Day Best Rate Guarantee -

- CDs: If you fund your CD on the same day you open it or on one of the next nine calendar days, you will receive the highest interest rate and APY we paid for that CD term and balance tier during that ten-day period. If we receive your funding deposit after ten days from the opening date, you will receive the interest rate and APY we pay on the business day that your funds are received. Renewed CDs will receive the highest interest rate and APY we offer for the term and balance tier for that CD during the ten-day period beginning on the maturity date of your CD.

- IRA CDs: The Ten Day Best Rate Guarantee does not apply when opening or funding an IRA CD. You will, however, receive the highest rate and APY offered for the balance tier and term of your IRA CD on either the day you open it or on the day you fund it. At maturity, the Ally Ten Day Best Rate Guarantee is applicable and your interest rate and APY will be the highest interest rate and APY that is in effect for that balance tier during the ten-day period beginning on the maturity date.

Renewals -

- Maturity: This paragraph is replaced effective April 28, 2016 as noted at the top of this page.

- Grace Period: You have ten (10) calendar days, beginning with the maturity date, to withdraw funds without an early withdrawal penalty. We call this the Grace Period. Interest will accrue during the Grace Period; however, such interest will not be paid if the funds are withdrawn during the Grace Period. Interest will also not be paid if your Grace Period ends on a day that is not a Business Day (See Section 24) and you are not able to withdraw the funds until the next Business Day. For IRA CDs, you may be subject to IRS penalties for any distribution and should consult your tax professional.

Raise Your Rate: With our Raise Your Rate CDs, you have the right to increase your rate to our current interest rate if we increase the interest rate we pay on the same term and balance tier for your CD.

REMAINDER OF SECTION 6 UNCHANGED
**Funds Availability Schedule**

The cut-off time of 4:00 p.m. ET for eCheck Deposits in the second paragraph under the heading “Determining the Availability of a Deposit” on page 27 of the Deposit Agreement is changed to 7:00 p.m. ET.

---

**ATM Fee Reimbursement**

The “ATM Withdrawals” Section of the Service Fee Chart starting on page 30 and the first paragraph of Section I (D) (1) on page 17 of the Deposit Agreement are deleted in their entirety and replaced with the following provision:

1. **ATMS**

   Ally Bank does not currently charge a fee for ATM withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or by any network used, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees will be charged directly to your account. At the end of each statement cycle, ATM fees from other banks within the United States are totaled, and such ATM fees will be reimbursed to your account in a lump sum up to a maximum of $10.00 for each statement cycle. These fees will not be reimbursed if your account is closed before your statement is issued. We only pay interest on the reimbursed amount starting on the day those funds are credited to your account.

---

**Overdraft Fee**

The “Overdraft Fees” Sections of the Service Fee Chart starting on page 30 of the Deposit Agreement are deleted in their entirety and replaced with the following:

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>FEE DESCRIPTION</th>
<th>FEE AMOUNT</th>
<th>TYPE OF ACCOUNT FEE IS APPLICABLE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for Overdraft Item</td>
<td>Fee assessed when a presented transaction(s), other than a one-time debit card transaction or ATM withdrawal, causes or could cause your account to not have sufficient funds available</td>
<td>$25.00/1 fee maximum/day. If on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $25.00 fee would be applicable.</td>
<td>Interest Checking Money Market Account Online Savings Account</td>
</tr>
<tr>
<td>Fee for Overdraft Item</td>
<td>Fee assessed when a presented transaction(s) is returned, other than a one-time debit card transaction or ATM withdrawal, and such return causes or could cause your account to not have sufficient funds available</td>
<td>$25.00/1 fee maximum/day. If on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $25.00 fee would be applicable.</td>
<td>Interest Checking Money Market Account Online Savings Account</td>
</tr>
</tbody>
</table>

---

**Check Printing**

Standard stock check orders described in the “Check Printing” Section of the Service Fee Chart on page 30 of the Deposit Agreement will be filled in 20 check increments.
ATM Fee Reimbursement

The “ATM Withdrawals” Section of the Service Fee Chart starting on page 30 and the first paragraph of Section I (D) (1) on page 17 of the Deposit Agreement are deleted in their entirety and replaced with the following provision:

1. ATMS

Ally Bank does not currently charge a fee for ATM withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or by any network used, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees will be charged directly to your account. At the end of each statement cycle, ATM fees from other banks within the United States are totaled, and such ATM fees will be reimbursed to your account in a lump sum up to a maximum of $10.00 for each statement cycle. These fees will not be reimbursed if your account is closed before your statement is issued. We only pay interest on the reimbursed amount starting on the day those funds are credited to your account.

Overdraft Fee

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<table>
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<tr>
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<th>FEE DESCRIPTION</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Fee for Overdraft Item Paid</td>
<td>Fee assessed when a presented transaction(s), other than a one-time debit card transaction or ATM withdrawal, causes or could cause your account to not have sufficient funds available</td>
<td>$25.00/1 fee maximum/day. If on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $25.00 fee would be applicable.</td>
<td>Interest Checking Money Market Account Online Savings Account</td>
</tr>
<tr>
<td>Fee for Overdraft Item Returned</td>
<td>Fee assessed when a presented transaction(s) is returned, other than a one-time debit card transaction or ATM withdrawal, and such return causes or could cause your account to not have sufficient funds available</td>
<td>$25.00/1 fee maximum/day. If on the same day you would be subject to a Fee for Overdraft Item Paid and a Fee for Overdraft Item Returned, only one $25.00 fee would be applicable.</td>
<td>Interest Checking Money Market Account Online Savings Account</td>
</tr>
</tbody>
</table>

Check Printing

Standard stock check orders described in the “Check Printing” Section of the Service Fee Chart on page 30 of the Deposit Agreement will be filled in 20 check increments.

Funds Availability Schedule

The cut-off time of 4:00 p.m. ET for eCheck Deposits in the second paragraph under the heading “Determining the Availability of a Deposit” on page 27 of the Deposit Agreement is changed to 7:00 p.m. ET.

END
MONEY MARKET, ONLINE SAVINGS, AND IRA ONLINE SAVINGS

The fourth paragraph under Section 4 “How Interest is Calculated” on page 4 is deleted in its entirety and replaced with the following new provision:

As of the effective date, interest rates on Interest Checking, Money Market, Online Savings, and IRA Online Savings are based on balance tiers. A tier is a range of account balances. The interest rate we pay is according to the tier in which your end-of-day balance falls. Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

CERTIFICATES OF DEPOSIT

Section 6 “More About CDs and IRA CDs” starting on page 5 of the Deposit Agreement is deleted from its beginning down to the “Raise Your Rate” header in bold font in the middle of page 6 and replaced with the following:

CD Balance Tiers

All CDs: For all new CDs, the interest rate and corresponding Annual Percentage Yield (APY) will be based on one of three balance tiers:

Less than $5,000.00  -  $5,000.00 to $24,999.99  -  $25,000.00 and Higher

Raise Your Rate CDs: All existing 2-Year and 4-Year Raise Your Rate CDs will be assigned to one of the same three balance tiers. The interest rate and APY on all existing Rate Your Rate CDs will not change based on this assignment.

We reserve the right to change these balance tiers at any time without prior notice to you.

Additional Deposits - Additional deposits to any CD or IRA CD are not permitted except during Grace Periods.

Interest Rates and the Ten Day Best Rate Guarantee -

- CDs: If you fund your CD on the same day you open it or on one of the next nine calendar days, you will receive the highest interest rate and APY we paid for that CD term and balance tier during that ten-day period. If we receive your funding deposit after ten days from the opening date, you will receive the interest rate and APY we pay on the business day that your funds are received. Renewed CDs will receive the highest interest rate and APY we offer for the term and balance tier for that CD during the ten-day period beginning on the maturity date of your CD.

- IRA CDs: The Ten Day Best Rate Guarantee does not apply when opening or funding an IRA CD. You will, however, receive the highest rate and APY offered for the balance tier and term of your IRA CD on either the day you open it or on the day you fund it. At maturity, the Ally Ten Day Best Rate Guarantee is applicable and your interest rate and APY will be the highest interest rate and APY that is in effect for that balance tier during the ten-day period beginning on the maturity date.

Renewals -

- Maturity: All CDs will automatically renew at maturity for the same term. We will use the value of your CD at the end of the Grace Period to determine the balance tier applicable to the renewed term. The interest rate paid for the renewed CD begins on the maturity date and takes into consideration the Ten Day Best Rate Guarantee. If your CD term is no longer offered, we will inform you at maturity and renew your CD into another term, unless you direct us otherwise.

- Grace Period: You have ten (10) calendar days, beginning with the maturity date, to withdraw funds without an early withdrawal penalty. We call this the Grace Period. Interest will accrue during the Grace Period; however, such interest will not be paid if the funds are withdrawn during the Grace Period. Interest will also not be paid if your Grace Period ends on a day that is not a Business Day (See Section 24) and you are not able to withdraw the funds until the next Business Day. For IRA CDs, you may be subject to IRS penalties for any distribution and should consult your tax professional.

Raise Your Rate: With our Raise Your Rate CDs, you have the right to increase your rate to our current interest rate if we increase the interest rate we pay on the same term and balance tier for your CD.

REMAINDER OF SECTION 6 UNCHANGED

END

Ally Bank, Member FDIC
DEPOSIT AGREEMENT
AND DISCLOSURES

Deposit Agreement
Effective December 7, 2013

Ally Bank  |  Member FDIC
INTRODUCTION
Welcome to Ally Bank. We are glad to have you with us.
Please read and keep this Deposit Agreement. If you need another copy of this booklet or if you have any questions, you can speak directly with Customer Care by calling 877-247-ALLY (2559), 24 hours a day, 7 days a week, or visit allybank.com.

ACCEPTANCE OF TERMS
Interest Checking, Online Savings and Money Market Accounts
By opening or maintaining your account on or after the Effective Date of this booklet, you agree that the terms of agreements contained in this booklet will govern your account and any services related to your account.

Certificates of Deposit (CDs) and Individual Retirement Account (IRA) CDs
By opening a CD or an IRA CD on or after the Effective Date of this booklet, you agree that the terms of the CD or IRA CD agreements contained in this booklet will govern your CD or IRA CD. A CD or IRA CD opened prior to the Effective Date will be governed by the terms of the agreement in effect at the time the CD or IRA CD was opened. You agree that the terms of the CD or IRA CD agreements in this booklet will govern any existing CD or IRA CD renewed on or after the Effective Date.

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Introduction
I. Deposit Agreement and Disclosures
   A. Our Agreement
   B. Account Basics
   C. General Rules Governing Deposit Accounts
   D. Electronic Banking Services
II. Electronic Funds Transfer Disclosure and Special Terms and Conditions
III. Ally eCheck Deposit℠ Terms
IV. Funds Availability Schedule
V. Check 21 Disclosures
VI. Service Fee Chart
I. DEPOSIT AGREEMENT AND DISCLOSURES

A. Our Agreement

When we say “Ally,” it means Ally Bank. If you see the words “we,” “us” or “our,” we are talking about Ally Bank. When you see the words “you” and “your,” we mean each person who owns an account or a fiduciary or representative who can manage an account. When you see the word “Agreement,” we are referring to this Deposit Agreement.

B. Account Basics

1. Opening an Account

• For All Accounts: Anyone who is a citizen or a legal permanent resident of the United States (U.S.), is at least eighteen (18) years old and has a Social Security number or a Taxpayer Identification Number and U.S. street address (not just a P.O. box) can apply to open an account.

• Additional Rules for Account Ownership: Accounts are only available to fiduciaries and to consumers for personal, family and household purposes. Ally Bank does not offer business accounts. You may not use an Ally account for business purposes.

• Credit Reports and Other Inquiries: We may use credit reports or other information from third parties to help us determine if we should open or maintain your account.

2. What Types of Accounts Can Be Opened

Ally offers an Interest Checking account, a Money Market Account, an Online Savings Account, Certificates of Deposit, Individual Retirement Account (IRA) Certificates of Deposit and an IRA Online Savings Account.

These accounts can be opened at allybank.com, or by calling the Customer Care Center at 877-247-ALLY (2559) or by mail (Ally Bank, P.O. Box 951, Horsham, PA 19044).

• Interest Checking — This account allows you to make deposits by check, Automated Clearing House (ACH) transfer, transfer from another Ally deposit account or wire transfer. You can make withdrawals by debit card through ATMs and cash back at retail locations, ACH transfer and wire transfer or through unlimited check writing. You may also make purchases at merchants who accept our debit cards. Our Online Bill Pay service is available to make payments in accordance with the Ally Bank Online Banking Services Agreement. You may also transfer funds to other Ally accounts you own. Debit cards and checks that you order will not be issued until we receive and verify your first deposit.

• Money Market Account — This account allows you to make deposits by check, ACH transfer, transfer from another Ally deposit account or wire transfer. You can make withdrawals by debit card through ATMs and cash back at retail locations, ACH transfer and wire transfer or by writing a check. You may transfer funds to other Ally accounts you own. You may also make purchases at merchants who accept our debit cards. Limits apply to certain types of withdrawals and transfers from your account. You can make up to six (6) withdrawal and/or transfer transactions in a statement cycle. See Notice of Withdrawal; Limits on Withdrawals, Section I.C.10, for details. Debit cards and checks that you order will not be issued until we receive and verify your first deposit.

• Online Savings Account — This account allows you to make deposits by check, ACH transfer, transfer from another Ally deposit account or wire transfer, but differs from our Money Market account in that you do not have access to your account via checks or debit card. You can make withdrawals by ACH transfer or wire transfer. You may also transfer funds to other Ally accounts you own. Limits apply to certain types of withdrawals and transfers from your account. You can make up to six (6) withdrawal and/or transfer transactions in a statement cycle. See Notice of Withdrawal; Limits on Withdrawals, Section I.C.10, for details.

Ally offers an Interest Checking account, a Money Market Account, an Online Savings Account, Certificates of Deposit, Individual Retirement Account (IRA) Certificates of Deposit and an IRA Online Savings Account.

While an actual certificate is not issued, you will receive a funding letter with all the pertinent information about the CD. Except for the Ally No Penalty CD, a withdrawal of the entire principal before maturity will be permitted only with Ally’s consent and an interest penalty that is described in More About Certificates of Deposit and IRA CDs, Section I.B.6, will apply.

Individual Retirement Account (IRA) — This account allows you to make contributions and rollovers by check or wire transfer. You may also make trustee-to-trustee transfers. Ally offers Traditional, Roth and Simplified Employee Pension (SEP) IRAs. While this Agreement describes the features of the deposit product types offered for IRAs, please be certain to review the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit for important information on the different types of IRA Plans. Ally Bank does not provide tax advice. You should consult your tax professional regarding your IRA.

• Ally IRA Online Savings Accounts are subject to limits on withdrawals and transfers as more fully described in Section I.C.10, Notice of Withdrawal; Limits on Withdrawals, and to additional limitations, as described in the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit.

• Ally IRA CDs are subject to an early withdrawal penalty as more fully described in More About Certificates of Deposit and IRA CDs, Section I.B.6, and additional limitations, as described fully in the Custodial Account Agreement and Disclosures Statement provided at the time of your IRA application and in the Welcome Kit.

3. How Accounts Can Be Owned

Ally deposit accounts can be held in the types of ownership described below.

• Individual Account — This account is owned by only one person who can deposit, transfer or withdraw funds. IRAs may only be held as individual accounts.

• Joint Account — This account is owned by two, three or four people. Each joint account owner’s death. The law of the state in which you reside may restrict these accounts, and
Please see Sections 5 and 6 for more information about how we calculate interest for CDs. The interest rate we pay is according to the tier in which your end-of-day balance falls. Interest rates on Interest Checking are based on rate balance tiers. A tier is a range of account rate on your account at any time. We may change the interest rate without notice or limit.

Interest will be compounded on a daily basis. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal and interest that has been accrued to the account each day. The daily periodic rate is calculated by dividing the interest rate by three hundred sixty-five (365) days, even in leap years.

Interest Checking, Money Market, Online Savings and IRA Online Savings Accounts: We monitor and review market and business conditions and, at our sole discretion, we may change the interest rate on your account at any time. We may change the interest rate without notice or limit.

Interest rates on Interest Checking are based on rate balance tiers. A tier is a range of account balances. The interest rate we pay is according to the tier in which your end-of-day balance falls. Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

\section{How Interest Is Calculated}

Interest begins to accrue on your account on the Business Day that we receive your deposit.

Interest will be compounded on a daily basis. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal and interest that has been accrued to the account each day. The daily periodic rate is calculated by dividing the interest rate by three hundred sixty-five (365) days, even in leap years.

Interest Checking, Money Market, Online Savings and IRA Online Savings Accounts: We monitor and review market and business conditions and, at our sole discretion, we may change the interest rate on your account at any time. We may change the interest rate without notice or limit.

Interest rates on Interest Checking are based on rate balance tiers. A tier is a range of account balances. The interest rate we pay is according to the tier in which your end-of-day balance falls. Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

\section{How Interest Can Be Paid}

\begin{itemize}
  \item **CD Accounts:** For CDs with terms of 12 months or less, we will credit the interest earned at maturity unless you have chosen another interest payment option. For CDs with terms of more than 12 months, we will credit the interest annually at year end unless you have chosen another interest payment option that pays interest more frequently. You may also choose to have your accrued interest paid to you by check, or transferred to another account, on a monthly, quarterly, semi-annual or annual basis. The stated Annual Percentage Yield (APY) assumes that accrued interest will remain on deposit for the term of the account. Withdrawal of interest will reduce earnings.
  \item **Money Market, Interest Checking and Online Savings Accounts:** Interest will be credited to your account every statement period. If you close your account before interest is credited, you will receive the accrued interest until the date closed.
  \item **IRAs:**
    \begin{itemize}
      \item **IRA CD Accounts:** For IRA CDs with terms of 12 months or less, we will credit the interest earned at maturity. For IRA CDs with terms of more than 12 months, we will credit the interest annually at year end. The stated APY assumes that accrued interest will remain on deposit for the term of the account. Withdrawal of interest will reduce earnings.
      \item **IRA Online Savings:** Interest will be credited to your account monthly and will be disclosed on your statement. If you close your account before interest is credited, you will receive the accrued interest until the date closed.
      \item **IRA Online Savings:** You may request monthly, quarterly, semi-annual or annual interest for a normal or qualified distribution from your IRA CD accounts when you reach the age of 59½ by completing a Request for Distribution Form. Please consult your tax professional prior to requesting a distribution or withdrawal as IRS penalties may apply.
    \end{itemize}
\end{itemize}

\section{More About CDs and IRA CDs}

\subsection{Additional Deposits}

Additional deposits to any CD or IRA CD are not permitted except during Grace Periods.

\subsection{Interest Rate - New Accounts}

\begin{itemize}
  \item **CDs:** If you fund your CD within the period in which the Ally Ten Day Best Rate Guarantee applies (see the “Ally Ten Day Best Rate Guarantee” section below), the interest rate that we pay on your CD is the highest interest rate paid by us that is in effect for your term during the ten-day period and is fixed until the first maturity for the term you select. If you fund your CD after the Ally Ten Day Best Rate Guarantee period, your interest rate and APY will be the interest rate and APY paid by us effective on the day and at the time your funds are deposited to your account. If you have a Raise Your Rate CD, then you may have the opportunity to increase your interest rate during the term, as described below.
  \item **IRA CDs:** Your interest rate will be the highest rate we offer either on the day you open or the day you fund your IRA CD. If you have an IRA Raise Your Rate CD, then you may have the opportunity to increase your interest rate during the term, as described below.
\end{itemize}

\subsection{Interest Rate – Renewals}

\begin{itemize}
  \item **CDs:** At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY we pay on your renewing CD is the highest rate and APY that is in effect for your CD term during the ten-day period beginning on the maturity date.
  \item **IRA CDs:** At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY we pay on your renewing IRA CD is the highest interest rate and APY that is in effect for your IRA CD term during the ten-day period beginning on the maturity date.
  \item **Renewals:** CDs and IRA CDs will automatically renew at maturity for the same term. The interest rate paid for the renewed CD begins on the maturity date and takes into consideration the Ten Day Best Rate Guarantee. If your product is no longer available, we will inform you at maturity of your CD or IRA CD and renew your CD into a CD or IRA CD that is closest in duration to, but may be longer than, your current CD or IRA term, unless you direct us otherwise.
\end{itemize}
• Grace Period: You have ten (10) calendar days, beginning with the maturity date, to withdraw funds without an early withdrawal penalty. We call this the Grace Period. Interest will accrue during the Grace Period; however, such interest will not be paid if the funds are withdrawn during the Grace Period. For IRA CDs, you may be subject to IRS penalties for any distribution and should consult your tax professional.

**Ally Ten Day Best Rate Guarantee —**

• CDs. When you fund your Ally CD on the day you open the account or on one of the next nine calendar days, you automatically get the highest interest rate and APY we offer for the applicable term and product during that ten-day period. If mailing a deposit, please allow enough time to make sure your deposit is received by Ally within the ten-day time frame to receive Ally’s Ten Day Best Rate Guarantee. If you fund your CD after the ten-day period, your interest rate and APY will be the interest rate and APY effective on the business day and at the time your funds are deposited to your account. When you renew a CD, you automatically get the highest interest rate and APY we offer for the applicable term and product during the ten-day period beginning on the maturity date of your CD.

• IRA CDs. The Ten Day Best Rate Guarantee does not apply when opening an Ally IRA CD. You will, however, receive the highest rate and APY offered for the term of your IRA CD on either the day you open your IRA CD or the day you fund your IRA CD. At maturity, the Ally Ten Day Best Rate Guarantee is applicable and the interest rate and APY pay on your IRA CD is the highest interest rate and APY that is in effect during the ten-day period beginning on the maturity date. If you wish to contribute or add funds to your IRA CD during the grace period, please note deposits made by mail may take up to seven business days for us to receive and process.

**Raise Your Rate – With our Raise Your Rate 2-Year CD, Raise Your Rate 4-Year CD, IRA Raise Your Rate 2-Year CD or IRA Raise Your Rate 4-Year CD, you have the right to increase your rate to our current rate if we raise the rate we pay on this CD during the term of your CD.**

• You can call us or log into your account to chat with us online or click the link on the Account Details page in Online Banking to request an interest rate and APY increase for your Raise Your Rate 2-Year CD or IRA Raise Your Rate 2-Year CD one (1) time during your term or for your Raise Your Rate 4-Year CD or IRA Raise Your Rate 4-Year CD two (2) times during your term. You may raise your interest rate and APY to Ally’s current rate for your product type and term as described above.

• Please do not request an interest rate and APY increase by external email or secure email in Online Banking as we will not honor or fulfill a rate increase requested via email.

• We will raise your interest rate and APY to the highest rate we offer on the day you request the increase, provided such request is made by 11:00 p.m. ET, and such rate increase shall be effective the following calendar day. Rate change requests received after 11:00 p.m. ET may not be processed until the following calendar day.

• Note that when you request your rate increase online, the confirmation screen will confirm the effective date of the change.

• The Ten Day Best Rate Guarantee does not apply to rate increases.

**Early Withdrawals —**

• You may not make a partial withdrawal of principal from a CD or IRA CD prior to the maturity date. If we consent to the closure of a CD or IRA CD prior to the maturity date, we will redeem the CD and impose a penalty. The penalty amount will be equal to the days’ loss of interest, based on the CD term as reflected in the section below, and calculated at the interest rate in effect for the CD or IRA CD at the time the redemption request is made. The penalty will be imposed on the balance of the CD or IRA CD. Any accrued (but not yet posted) interest will be applied as a credit against the penalty amount. If the accrued interest exceeds the penalty amount, the excess accrued interest over the penalty amount will be paid to you. If the accrued interest is less than the penalty amount, a reduction of the balance may result.

• This penalty does not apply in the case of the Ally No Penalty CD, which does not allow withdrawals during the first six days following the date the account is funded. Thereafter, you may withdraw the full balance and accrued interest without penalty.

• This penalty also does not apply in the case of death, disability or legal incapacity of any owner, or a withdrawal up to the required minimum distribution from a CD held in an Ally Individual Retirement Account (IRA). For more information about withdrawals from Ally IRAs, please see the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in your Welcome Kit.

If your CD or IRA CD is opened prior to the “Effective Date” printed on the cover of this booklet, then the applicable early withdrawal penalty is 60 days. If your CD or IRA CD is opened or renewed on or after the “Effective Date” printed on the cover of this booklet, the applicable early withdrawal penalty is as follows:

<table>
<thead>
<tr>
<th>CD or IRA CD Term</th>
<th>Early Withdrawal Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Years or Less</td>
<td>60 days</td>
</tr>
<tr>
<td>3 Years</td>
<td>90 days</td>
</tr>
<tr>
<td>4 Years</td>
<td>120 days</td>
</tr>
<tr>
<td>5 Years</td>
<td>150 days</td>
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</table>

• IRA CDs - If you have an IRA CD and are subject to a required minimum distribution (RMD) for your Ally IRA Plan, you may only withdraw the amount of the RMD based on your IRA funds held at Ally Bank and you will not incur an early withdrawal penalty for the RMD withdrawal amount. Any additional RMD over your Ally Plan will incur an early withdrawal penalty. For example, if your RMD is $500 and you request a withdrawal of $1,000, the RMD of $500 would not be subject to an early withdrawal penalty, but the other $500 would be subject to an early withdrawal penalty. If you have an IRA Raise Your Rate CD, the applicable early withdrawal penalty will be calculated using the interest rate that applies to your IRA Raise Your Rate CD at the time of your early withdrawal. Additional rules and limitations may apply to IRA CDs. For more information, please see the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in your Welcome Kit.

• Withdrawals at Maturity - Please notify us before your maturity date or before the end of your Grace Period if you do not want your CD or IRA CD to renew automatically. During the Grace Period, you may withdraw all or any portion of the funds from your CD or IRA CD without an early withdrawal penalty, but if you do so, you will not receive interest that would accrue during the Grace Period on the amount you have withdrawn. If you withdraw funds from an IRA CD, there may be federal tax implications. See your Custodial Account Agreement and Disclosure Statement for details. For IRA CDs you may also be required to complete the appropriate Distribution Form if you do not allow your IRA CD to automatically renew.

**7. Power of Attorney**

We will not accept a power of attorney on fiduciary accounts. Excluding fiduciary accounts, you may give another person (called an “attorney in fact”) authority to conduct transactions on your
We also will not accept starter checks or checks drawn on a non-U.S. entity.

a. Interest Checking accounts, Online Savings Accounts, Money Market Accounts and Certificates of Deposits (initial and renewal deposits only):

   (i) You can make deposits to these accounts in any of the following ways:

   • ACH transfers.
   • Transfers from other Ally accounts.
   • Wire transfers.
   • Submit a check image using Ally eCheck Deposit (please see the Ally eCheck Deposit Terms, Section III).
   • Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101. (Please use your personalized deposit slips and make the check payable to the order of “Ally Bank”).

   (ii) You may NOT make a deposit or transfer funds via an ATM.

b. IRAs:

   (i) You can make IRA deposits or contributions in any of the following ways:

   • You can make contributions to your IRA from your non-IRA Ally Bank Account by calling us at 877-247-ALLY (2559) and providing a signed and completed IRA Contribution Form.
   • Wire transfers.
   • Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101. (Please use the form applicable to the type of deposit you are making, for example, an IRA Contribution Form, a Trustee-to-Trustee Transfer Request form or Rollover Election form. Make the check payable to the order of Ally Bank FBO (for the benefit of) “account owner’s name as it appears on the IRA Plan). For example, “Ally Bank FBO Jane Doe”).

   (ii) For any contribution that is intended to be applicable to the previous tax year, such contributions must be received by Ally Bank no later than 5:00 p.m. ET on the tax filing due date set by the Internal Revenue Service for that tax year or the envelope containing the contribution must be postmarked on or before the IRS tax filing due date for that tax year. Any prior year contribution received after the deadline will be processed as a current year contribution.

   (iii) Simplified Employee Pension contributions may only be made by an employer and not by the employee. IRS Form 5305-SEP must accompany the initial contribution made by your employer.

Please be aware that deposits or contributions to and distributions from IRAs may be subject to other types of limitations. Ally Bank does not provide tax advice, and we recommend that you consult your tax professional prior to opening, funding or accessing your IRA plan or account. You should also review the Custodial Account Agreement and Disclosure Statement provided at the time of your online IRA application and in the Welcome Kit for details.

c. We have the right to reject any item submitted for deposit and the right to return a deposit already made.

d. Cut-Off Time — To allow us time to process deposits, prove balances, and make the necessary entries on our books, we have established 5:00 p.m. ET as our general cut-off hour for deposits. Any deposit received on any business day after this cut-off hour may be treated by us as being received at the opening of the next business day. Other services, such as ACH, eCheck Deposit or wire transfer, may have different cut-off times. These different cut-off times are set forth in the agreement for that service.

2. Our Relationship With You
This Agreement and the deposit relationship do not create a fiduciary relationship between us.

3. Authorized Signatures and Endorsements
To determine the authenticity of signatures and whether a check or instructions are authorized, we may refer to the signatures on the Signature Card, the IRA Application to Participate or the signatures on a check or other document containing signatures of account owners. We may accept items deposited to your account without your endorsement; however, we reserve the right to require your personal endorsement before accepting the item. If the check or other item you want to deposit contains a third-party endorsement, we may require verification of the endorsement either by an endorsement guarantee or by personal forms of identification submitted by that third party. If we do not receive the Signature Card showing your signature, we may pay checks or follow other instructions if we reasonably believe that you have authorized the checks or instructions.
4. Automated Processing of Items
Checks you write may be automatically processed and/or converted into electronic images (truncated) during the check collection and return process.

5. No Cash or Foreign Currency
We do not accept deposits in cash, whether in U.S. or foreign currency. We also do not accept foreign currency deposits in the form of checks or wire transfers.

6. Statements
We make statements for Ally deposit accounts available to the Primary Owner by mail and/or online at allybank.com. All Primary Owner deposit accounts may be combined into one statement; however, IRA statements will not be combined with other account statements.

7. Review of Account Statements
We will send or make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify the items paid. A copy of any item paid is available upon request. You must examine the statement and the items paid and notify us of any unauthorized signature or alteration on any item or any error or irregularity on the statement or the items within 60-calendar days after the statement is sent or made available to you. If notice is not received within the 60-calendar day period, then we will have no liability to you and the loss will be entirely yours.

See Section II, Electronic Funds Transfer Disclosure and Special Terms and Conditions, for specific information regarding unauthorized electronic and debit card transactions.

8. Check Safekeeping, Check Image and Check Copies
The Bank converts all checks, substitute checks, Ally eCheck Deposit check images and other paper items presented on and processed for your account to electronic media. You may obtain copies of checks you write or other items by calling customer service or by sending a letter. Expedited delivery is available for a fee.

9. Funds Availability
Please refer to the Funds Availability Schedule contained in Section IV and see the Ally eCheck Deposit Terms, Section III, for information about the availability of funds from deposits made using Ally eCheck Deposit.

10. Notice of Withdrawal; Limits on Withdrawals
If you have an Interest Checking account, Money Market Account, Online Savings Account, or IRA Online Savings Account, as required by federal regulations, we retain the right to require you to provide us with seven (7) days written notice before withdrawing funds. IRA CDs and IRA Online Savings Accounts may be revoked by the IRA Owner submitting a written notice to Ally, provided such notice is received by Ally and postmarked within seven (7) days of the IRA being opened. If Ally receives such revocation within the seven (7) day time frame, Ally will return only the principal amount deposited.

This Agreement and federal law impose limits on the number of certain types of withdrawals and transfers you can make each statement period from a Money Market, Online Savings Account or IRA Online Savings Account. Please note that these limits do not apply to deposits and they do not apply to withdrawals and transfers you make by mail or at an ATM or requests you make by telephone for us to mail a check payable to you.

You can make no more than six (6) transactions each monthly statement cycle from among the following:

- Preauthorized or automatic transfers from your account (including transfers for overdraft protection or between your Ally accounts).
- Telephone transfers from your Money Market Account or Online Savings Account, excluding IRA Online Savings Accounts. Telephone transfers include instructions to transfer funds sent to us by facsimile or other electronic transmission.
- Online transfers from your Money Market Account or Online Savings Account, excluding IRA Online Savings Accounts.
- Check or point-of-sale transactions from your Money Market Account.

There is a fee for each excessive transaction. See Section VI, Service Fee Chart.

We count a withdrawal transaction on the date that we debit it from your account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle. If you exceed the transaction limits on your Money Market Account or Online Savings Account more than an occasional basis, we may revoke your privileges on that account or we may close your account. If you exceed the transaction limits on your IRA Online Savings Account more than an occasional basis, we will close your account and you may be subject to IRS penalties.

11. Problems That Could Occur

- Overpayments and Reversals. If funds are deposited or transferred into your account by mistake or otherwise, we may correct the situation and deduct any interest paid without prior notice to you. If there are not enough funds in your account at that time, your account could become overdrawn and we may charge an overdraft fee. See the following chart for additional details.
- Paper Check Integrity. If you choose to have your checks printed by another vendor and you use check stock or features that make it difficult for us to process the check, then we may not be able to negotiate the check on your behalf, and you bear any risk of loss.
- Returned Deposited Items. You are responsible for returned checks and other transactions. If you deposit a check or a check image via Ally eCheck Deposit or have funds transferred into your account and that check, check image, substitute check created from your check image, or transfer is returned to us for any reason by the paying financial institution, we may charge the check, check image, or transfer and applicable fees and interest against your account, without prior written notice to you. We may send the returned check image, check or transfer back for collection a second time without notifying you, and you waive notice of dishonor and protest. There is a fee for returned deposited items. See Section VI, Service Fee Chart.

12. Processing and Posting
We will generally post deposits and pay checks, post withdrawals and post other debit transactions to your account in the order in which we receive them. However, we reserve the right to post deposits and pay checks and other withdrawals you make from your account regardless of the method of withdrawal in any order we determine. This includes withdrawals made at an ATM or by computer, point-of-sale (POS) transactions, checks, pre-authorized payments and any other means we make available to you. The order in which you make transactions from your account may not be the same as the order in which we post those transactions to your account each business day.
The order in which we post your transactions may affect whether you incur fees for insufficient or unavailable funds. We reserve the right to change our order of posting from time to time.

13. Overdraft Transactions

When a transaction is presented against your account, and your account either does not have sufficient funds or the transaction would cause your account to not have sufficient funds, and you have:

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<th>Transacted by . . .</th>
<th>Then, we . . .</th>
<th>And, you . . .</th>
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<tbody>
<tr>
<td>• Making a one-time purchase with your debit card</td>
<td>• Will not be charged an overdraft fee for the transaction</td>
<td></td>
</tr>
<tr>
<td>• Requesting money at an ATM</td>
<td>• Are responsible for repaying any overdraft amounts</td>
<td></td>
</tr>
<tr>
<td>• Asking us to stop payment on a check, an ACH transaction, or an ATM withdrawal</td>
<td>• Pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction</td>
<td>• Will be charged an overdraft fee (one (1) fee maximum per day) unless the transaction will result in your account being overdrawn by less than $10</td>
</tr>
<tr>
<td>• Having an ACH transaction</td>
<td></td>
<td>• Are responsible for repaying any overdraft amounts</td>
</tr>
<tr>
<td>• Having a check drawn against your account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• A wire transfer</td>
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Please see the Service Fee Chart, Section VI, for overdraft fees.

14. Overdraft Transfer Service:

You may enroll in our Overdraft Transfer Service at any time. This service links your Ally Money Market Account or Ally Online Savings Account to your Ally Interest Checking account to transfer funds in increments of $100 throughout the day if necessary when you do not have sufficient funds in your Interest Checking account to pay your transactions. If your Ally Money Market or Online Savings Account balance is less than $100 then no transfer will be made. You may not enroll an Ally IRA Online Savings account for this service. If the Overdraft Transfer Service is utilized, there is no fee for the transfer and, if applicable, you will not be charged an overdraft fee. Whenever the Overdraft Transfer service is utilized, each transfer counts as one of the six (6) transfers you are allowed during each statement period with your Money Market or Online Savings account.

15. Stale and Postdated Items

Check processing is fully automated, so the Bank may pay, and bears no liability for paying, a check regardless of its date, including a check older than six (6) months. Without liability to us, we may also pay a postdated check. You agree not to issue a check with a future payment date.

16. Stop Payments

You may ask us to stop payment on checks or certain types of electronic fund transfers (EFTs) drawn on your account that we have not paid by submitting a stop payment order.

Our computer system identifies checks to be stopped by the check number or by a check number range. Therefore, in the case of a check, you must provide us with the exact check number or the exact number range (to the digit). The system identifies EFTs by dollar amount only. In the case of an EFT, you must provide us with the exact dollar amount of the transfer (to the penny). If the information you provide is not precisely correct as described, payment will not be stopped and we will not be liable. All other information concerning the check or EFT (such as the payee name and the date) must be reasonably accurate. You may give us this information by calling Ally Customer Care directly at 877-247-ALLY (2559) 24 hours a day, 7 days a week, but we may require you to provide it to us in writing as well. Failure to provide us the information in writing may cause us to cancel the order. You must give us sufficient advance notice so that we have a reasonable opportunity to verify that the check or EFT is unpaid and to act on your stop payment order. There will be a fee for a stop payment order.

You may not request a stop payment on a point-of-sale transaction you made using your debit card or an ATM withdrawal.

You have the ability to stop or cancel payments submitted through Online Banking with Bill Pay. Please refer to the Ally Online Banking Services Agreement for details.

You may not stop an ACH transfer that you have scheduled through Ally Bank; however, you may cancel the transaction by 7:00 p.m. ET on the scheduled processing date. Please refer to Section I.D., Electronic Banking Services.

If you have authorized another financial institution or merchant to withdraw or deposit funds to your Ally account and you have asked Ally Bank to stop such payment from being made, and Ally has not already paid such financial institution or merchant, then your stop payment request will take effect within three (3) Business Days of your request. If you previously authorized an ACH transaction, you must contact the sender of the ACH in the manner specified in your agreement with the sender. There is a fee for stop payments. See Section VI, Service Fee Chart.

17. Official Bank Checks

You may request an official bank check by calling Ally Customer Care, sending a request in writing to Ally Bank, P.O. Box 951, Horsham, PA 19044, or, if you have an IRA, completing the applicable Request for Distribution Form and returning it by mail to us at Ally Bank, P.O. Box 13625, Philadelphia, PA 19101 or by logging into Online Banking to request a distribution. If you choose to close your account, we may issue an official bank check.

If an official bank check is lost, stolen or destroyed, please contact us immediately.

18. Service Fees

While there are no monthly service fees, there may be service fees that apply to certain requests or actions. Please see our Service Fee Chart, Section VI. These fees may change from time to time and in accordance with applicable law. We will provide you notice to the extent required by law.

19. Automated Telephone Access

You may access your accounts and perform many banking services using a touch-tone telephone and personalized access codes. Services may include balance and transaction information, internal transfers, interest information, and other transactions (as available).

20. Automated Clearing House (ACH) Transfers

You may be able to send or receive ACH transfers depending on the type of your account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (NACHA) and you agree to be bound by and comply with the NACHA rules.

More detailed information is available in Section II, Electronic Funds Transfer Disclosure and Special Terms and Conditions.

21. Transfer of Accounts

Accounts are not transferable or assignable.
22. Abandoned/Unclaimed Accounts
Ally Bank is required by law to turn over the funds in abandoned or unclaimed bank accounts to the state of your last known residence.

23. Check 21
If your account is an Interest Checking account or Money Market Account with check-writing privileges, it is subject to the provisions of the Check Clearing for the 21st Century Act (Check 21).

This means that you may receive substitute checks or images in place of the checks that you wrote. If you are using Ally eCheck Deposit Service to deposit checks, then you are converting your paper checks into images that may be further converted to substitute checks.

Please refer to the Check 21 Disclosures, Section V, for more information.

24. Business Day
For purposes of this Agreement, our Business Days are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

25. Indemnification and Limitation of Liability; Attorney’s Fees and Costs for Lawsuits
You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur as a result of relying upon instructions from you. You agree to comply with applicable law and to not use your account for unlawful internet gambling transactions or other illegal transactions or activity. Please note, your agreement to comply includes United States economic sanctions laws and regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States.

You agree to reimburse us for all claims, costs, losses and damages (including collection fees) we may incur with respect to occasions when you do not have sufficient funds in your account or you have returned deposited items to your account.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

We reserve the right to limit access to your accounts which can include temporarily or permanently disabling your debit card, removing your online access, restricting your account, dishonoring your checks and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions.

Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is entitled to recover reasonable attorney’s fees and court costs from the non-prevailing party.

This Indemnification and Limitation of Liability does not, in any case, reduce our liability to you as described in Part II, relating to electronic fund transfers.

26. Conflict/Disputes Involving Your Account
We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer or joint owner, we have discretion to react in ways we believe to be appropriate, including by closing your account and issuing you a check or interpleading funds to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys’ fees, and we may charge them to your account.

27. Legal Process Affecting Accounts
If legal action such as an attachment, garnishment, levy or other state or federal legal process (“legal process”) is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leaves insufficient funds to pay a check you have written. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or other levy against your account is subject to our right of setoff and security interest.

28. Setoff and Security Interest Rights
You grant us a security interest in any and all of your accounts with us for obligations owing to us by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. We may take or set off funds in any or all of your accounts with us and with our parent, affiliates or subsidiaries for direct, indirect and acquired obligations that you owe us, our parent, affiliates and subsidiaries, including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. These rights are in addition to other rights we have to take or charge funds in your account for obligations you owe us. Ally Bank's security interest and right of setoff shall not apply if such security interest or right of setoff would invalidate the tax-advantaged status of any retirement account (e.g., an IRA) that you maintain with Ally Bank.

We may consider this Agreement as your consent to Ally Bank asserting its security interest or exercising its right of setoff should any laws governing your account require your consent. If the law restricts our ability to take or setoff funds in your account, or if some government payments are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us, our parents, affiliates or subsidiaries to obligations you owe us.

Exercising these rights may result in early withdrawal penalties or may cause us to dishonor items should our action result in nonsufficient funds in your account.

In the case of a joint account, we may exercise these rights against the joint account and all joint owners. These rights exist no matter who contributed funds to the joint account. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations in their joint accounts.

29. Change of Address
You must promptly notify us of any change in your address.
30. Collection Costs
You agree to pay our collection agency fees and costs and/or our attorney’s fees and court costs if an overdraft, returned deposited check or other transaction in your account is referred to a collection agency and/or an attorney for collection.

31. Recording and Monitoring Telephone Calls and Electronic Communications
We will record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail, Twitter, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

32. Waiver
We may delay or waive any rights we have under this Agreement. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under this Agreement. Any delay or waiver of your rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

33. Changes in Terms
Please be aware that accounts or services can change over time. We reserve the right to discontinue or make changes to accounts or services. We may change this Agreement, and we may add to or delete from this Agreement, and the updated agreement will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may close your account(s) before the effective date of the change, addition or deletion.

34. Facsimile Signatures
We accept facsimile signatures for documents that need to be signed or endorsed, excluding any documents related to our IRA. However, we will not be liable if use of a facsimile device was unauthorized or if the size or color of the facsimile signature is different from that of any signature previously presented to us. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys’ fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile that we otherwise believe you authorized.

35. Closing An Account
We have the right to close your Interest Checking account, Money Market Account, Online Savings Account, or IRA Online Savings Account at any time for any reason. We may also close your CD or IRA CD at any time for any reason or at maturity without advance notice. In addition, your account will be closed automatically if we do not receive your initial deposit of funds to (i) an Interest Checking account, Money Market Account, or Online Savings Account within thirty (30) days of the date on which your account is opened, (ii) a CD within sixty (60) days of the date on which your account is opened, or (iii) an IRA within ninety (90) days of the date on which your account is opened.

If your account has a balance when we close it, we will return the remaining funds to you, less any applicable penalty, unless prohibited by applicable law.

If you close your account and transactions that we cannot return unpaid (for example, a previously approved/authorized point-of-sale debit card purchase or ATM transaction) are later presented against your account, you authorize us to re-open such account and apply the transactions that were authorized prior to account closure. We are not liable for any losses or damage that may result from dishonoring any items after your account has been closed.

You should cancel any pending or future bill payments before you close your account. If your account is overdrawn when we close it, you agree to pay immediately all amounts you owe us.

You may close your CD or IRA CD at maturity without penalty. Any other closure of your CD or IRA CD may be subject to an early withdrawal penalty, as described in Section I, Early Withdrawals, of this Agreement. IRS penalties may apply to IRA CDs. See the Custodial Account Agreement and Disclosure Statement provided at the time of your online application and in your Welcome Kit.

D. Electronic Banking Services:

1. ATMs
Ally Bank does not currently charge a fee for ATM withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or by any network used, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees will be charged directly to your account. At the end of each statement cycle, ATM fees from other banks within the United States are totaled, and such ATM fees will be reimbursed to your account in a lump sum. We only pay interest on the reimbursed amount starting on the day those funds are credited to your account.

You are responsible for any tax consequences of this reimbursement. If the account’s annual ATM fee reimbursement together with all other miscellaneous income paid to you is $600 or greater, we will report such reimbursement to the Internal Revenue Service in the name of the Primary Owner on form 1099-MISC.

2. Online Banking
Online Banking allows you to review your accounts and conduct certain other transactions online. Online Banking includes Mobile Services accessible through Eligible Mobile Devices and is available to all of our customers except fiduciaries. Please see our Online Banking Services Agreement for more details.

3. Bill Pay
Bill Pay in Online Banking is available to you automatically when you apply online for an Ally Interest Checking Account and set up your Online Banking access. We impose limits on the transaction amount of bill payments, notwithstanding the amount in your Bill Pay eligible account, and will disclose the limits on the Bill Pay Website screens. Please review the Ally Bank Online Banking Services Agreement posted in the “Legal” link at allybank.com for specific instructions, limitations and requirements.

4. Popmoney®
Popmoney® is an online payment service that allows you to transfer funds to individuals. We impose limits on the dollar amount and number of authorized person-to-person transactions (“Popmoney”) you may make through the Popmoney service. Such limits shall be provided to you when you access the Popmoney service.

5. ACH Transfers Initiated at Ally; Non-Ally Accounts
We make it possible for you to conduct inbound ACH transfers by allowing you to transfer funds by ACH into your Ally accounts from accounts you own at other financial institutions (Non-Ally Accounts). We also offer you the ability to conduct outbound ACH transfers by allowing you to
transfer funds by ACH out of your Ally accounts into your Non-Ally Accounts. To use this service, you must enroll your Non-Ally Accounts with us, and enrollment of such accounts is subject to our approval, which may be withheld in our sole discretion.

a. Account Verification. You agree that you will only transfer funds to or from the Non-Ally Accounts that you own and that are in your name. We may verify that you own the Non-Ally Account. We may require additional verification of your ownership of any Non-Ally Account at any time (before or after registration and before or after allowing any transfer activity with respect to that account (this is referred to as “Additional Verification”).

By requesting to register a Non-Ally Account, you: (1) authorize us to tell the financial institution that holds the Non-Ally Account that you have authorized and consented to such financial institution disclosing to us and our representatives any information that we may request about you or the Non-Ally Account; and (2) agree to cooperate in additional verification, including by promptly providing any identification and/or other Non-Ally Account documentation that we may request.

b. Scheduling ACH Transfers.

1. Cut-Off Time. The cut-off time for scheduling ACH transfers is 7:30 p.m. ET. Any transfer scheduled after the applicable cut-off time will be treated as if scheduled on the next Business Day.

2. Frequency. Transfers can be scheduled on a one-time or recurring basis. One-time transfers may be scheduled for the current date (subject to cut-off times) or a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a $50 transfer from your Non-Ally Account to your Ally account every month. If you call us to request a recurring transfer, we will confirm your verbal authorization by sending you a confirmation letter.

c. Processing of Inbound ACH Transfers. We initiate a request to debit funds from your Non-Ally Account on the Business Day or next Business Day after you request us to initiate the transfer. The funds begin earning interest the day we receive the credit. The funds are generally available the following day; however, Ally Bank reserves the right to make such deposits available at our discretion.

The following chart provides the day funds are available from an ACH transfer requested by you at Ally Bank to debit your Non-Ally Account.

<table>
<thead>
<tr>
<th>Requested by 7:30 p.m. ET on:</th>
<th>Source Accounts Debited before Start-of-Business on:</th>
<th>Ally Account Credited before Start-of-Business on:</th>
<th>Funds Available by Start-of-Business on:</th>
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<tr>
<td>Monday</td>
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(Add one additional business day for federal holidays)

d. Processing of Outbound ACH Transfers. Funds are debited from your Ally account on the Business Day or next Business Day after you request us to initiate the transfer.

e. Sufficient Funds. You agree that you will have sufficient available funds in your Ally account to cover all outbound ACH transfers on the date scheduled. If your Ally account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one or more of the scheduled transfers. If we do elect to initiate the transfer, it may overdraw your account, in which case you will be liable for the outstanding amount plus any Overdraft Fees.

f. Routing of Transfers. You agree that Ally may use any means which we, in our sole discretion, consider suitable to execute your ACH transfers.

g. Canceling ACH Transfers. You may cancel recurring or pending ACH transfers that you have scheduled through Ally Bank by 7:00 p.m. ET on the scheduled processing date by accessing your Ally account on our website or calling us at 877-247-ALLY (2559) to cancel an ACH transfer. However, if, at the time of scheduling the ACH transfer you requested us to process the transfer immediately, or if the transfer’s status is “In Process” or “Complete,” you cannot cancel or delete it.

h. Limits on Transfers. Limitations apply to the amounts that may be transferred by ACH from or to a Non-Ally Account. Such limits shall be provided to you on the Website or by telephone at the time of your transfer.

i. Fees. Ally currently does not assess charges for initiating inbound or outbound ACH transfers at Ally.

j. Rejection of Transfers. Ally will use reasonable efforts to provide notice to you of any rejection of a scheduled transfer. However, Ally will not be liable to you any loss or damage, including interest, in the event of our rejection of the transfer and/or the failure to give such notice.

k. Failure of Other Financial Institutions. Ally is not responsible for the actions of any other financial institution, including any failure of another financial institution to act in a timely manner in connection with transfers described above. Ally cannot guarantee the timely delivery or return of funds as a result of the actions of another financial institution, including failure of another financial institution to act in a timely manner.

l. Termination. We may change, modify, add or remove all or portions of your ACH transfer capability at any time, with or without notice to you. In addition, we may restrict your access to and use of the ACH transfer capability at any time upon notice as required by law.

II. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

You may arrange for direct deposits to be made to, automated payments and checks to be paid from, and funds to be transferred between your Online Savings, Money Market Account or Interest Checking account(s) with us. If your account was established primarily for personal, family or household purposes, these transactions are governed by Regulation E and the following special provisions and disclosures apply. Additional disclosures are provided in other sections of the Agreement.

A. Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer (EFT) services:

- “automated credits” or “direct deposits” are deposits made directly to your account by electronic means;
- “automated debits,” “automated payments” or “automated checks” indicate payments authorized by a signature or PIN to be made from your account(s) by electronic means;
- “telephone transfers” are the movement of funds between your Ally authorized accounts by use of a touch-tone telephone and personalized access codes.
When you accept direct deposits or authorize automated payments/debits/checks or telephone transfers to or from your accounts, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in this Agreement also apply as long as they are not inconsistent with Regulation E or this Section II.

1. Types of Electronic Funds Transfers Available
   a. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Interest Checking account, Online Savings Account or Money Market Account at Ally.
   b. You may authorize another party, such as an insurance company or mortgage company, to have payments sent directly to them on a regular basis from your Interest Checking account or, subject to the limitations on withdrawals and transfers, Online Savings Account or Money Market Account at Ally.
   c. You may also direct that funds be transferred from one of your deposit accounts to another account, by use of telephone and personalized access codes, and through Online Banking.
   d. You may also direct that funds be sent to a third party via Popmoney®.
   e. You may authorize a merchant or other payee to make a one-time electronic payment using account information from your check to pay for purchases and to pay bills.
   f. You may use your debit card to make purchases at merchants that accept the card or to obtain cash at ATMs and retail cash back at certain merchants.

2. Limitations on Transfers, Amounts, and Frequency of Transactions.
   Please see your Debit Card Agreement and Disclosure for limitations on transfers, amounts and frequency of transactions when using your debit card.

3. Right to Receive Documentation of Electronic Funds Transfers
   a. Receipts. You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal.
   b. Statements. Except for IRA Online Savings Accounts (quarterly statements), you will receive a statement in any month in which you have or conduct (or could conduct) an electronic funds transfer. A statement will be issued to the Primary Owner for any monthly statement period in which an EFT has been conducted.
   c. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made, using the applicable telephone number listed in the “Bank Contacts” section.

4. Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So
   If you have scheduled a one-time ACH transfer or a recurring ACH transfer, you can stop any of these payments. Here’s how:
   Call us at the applicable telephone number listed in the “Bank Contacts” section, or write us at the applicable address listed in the “Bank Contacts” section, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Please see Section I.C.16, Stop Payments, for additional details.

5. Liability for Failure to Stop Payments of Transfers.
   If you order us to stop a preauthorized payment three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

   If regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

7. Liability for Unauthorized Transfers from Your Account.
   Tell us AT ONCE if you believe your debit card or PIN has been lost or stolen, or 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. You could lose all the money in your account (plus any other Ally account you own). If you tell us within two (2) Business Days after you learn of the loss or theft of your debit card or PIN, you can lose no more than $50 if someone used your debit card or PIN without your permission.
   If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN without your permission.
   Also, if your statement shows transfers that you did not make, including those made by debit card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (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.
   Call us immediately at the following toll-free number: 877-247-ALLY (2559). If you cannot reach us by telephone, write us at Ally Bank, P.O. Box 951, Horsham, PA 19044.
   You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

8. Liability for Failure to Make Transfers.
   If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:
   a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
   b. If the ATM or system was not working properly and you knew about the breakdown when you started the transaction.
   c. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
   d. In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.
   e. If your account is not in an active status.
   There may be other exceptions stated in our Agreement with you.
9. Disclosure of Account Information. We will disclose information to third parties about your account or the transfers you make:
   a. Where it is necessary for completing transfers; or
   b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
   c. If you give us your written permission; or
   d. If we close your account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; or
   e. In order to comply with government agency or court orders; or
   f. As disclosed in our Privacy Policy.

10. In Case of Errors or Questions About Your Electronic Transfers.

Call or write us at the number or address listed in the “Bank Contacts” section, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you or make available to you the FIRST statement on which the problem or error appeared.

   a. Tell us your name and account number.
   b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
   c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.


If you need to call or write to us about your account, use the following telephone number or address:

  Ally Bank
  P.O. Box 951
  Horsham, PA 19044
  877-247-ALLY (2559)
III. ALLY eCHECK DEPOSITSM AGREEMENT

This Ally eCheck Deposit Agreement will govern your use of the Ally eCheck Deposit (eCheck Deposit) service. You may not use Ally eCheck Deposit to make contributions to your IRA.

A. What is eCheck Deposit?

eCheck Deposit allows you to make deposits to your Ally deposit account remotely by making images of checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for deposit, we will then present the item for payment to the payor bank by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use eCheck Deposit. The manner in which these substitute checks or images are presented for payment will be determined by us in our sole discretion.

B. Eligibility

We will determine whether you are eligible for our eCheck Deposit service in our sole discretion. We may suspend or terminate your use of eCheck Deposit at any time and without prior notice to you. If you violate the terms of this eCheck Deposit Agreement, then we also may use such actions as a basis to terminate your account relationship with us.

C. eCheck Deposit Fees

There is no charge for eCheck Deposit, but other fees, such as for returned items and overdrafts, may apply. See our Service Fee Chart, Section VII.

D. Limits

We may impose limits on the dollar amount or number of deposits you make through eCheck Deposit and such limits shall be provided to you when you access eCheck Deposit. We may change such limits at any time at our discretion.

E. Technical Requirements

You agree that in order to use eCheck Deposit, your computer, scanner, mobile device and other equipment must meet the current technical requirements we specify, as such may change from time to time, and without limitation, problems with your scanner or transmission problems. We are not responsible for the result of such technical or other difficulties. In particular, each image of a check you attempt to deposit using eCheck Deposit must be legible, as determined by us. If your scanning equipment or mobile device produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements.

F. Prohibited Checks

We may decline to accept any image of a check you submit through eCheck Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit “checks,” as that term is defined in the Federal Reserve’s Regulation CC, 12 C.F.R. Part 229. You agree that you will not scan and attempt to deposit any of the following:

1. Checks containing alterations to any of the fields on the front of the check;
2. Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
3. Checks from financial institutions located outside of the U.S.;
4. Checks that are not payable in U.S. dollars;
5. Substitute checks (as defined in the Federal Reserve’s Regulation CC, 12 C.F.R. Part 229);
6. Travelers checks, savings bonds, money orders or postal money orders;
7. Non-negotiable instruments.

G. Your Representations and Warranties

Each time you scan or photograph and submit check images of the front and back of the original check for deposit through eCheck Deposit, you represent and warrant that:

1. Each check image is a complete and accurate representation of the front and back of a negotiable check;
2. The image is NOT of any of the prohibited items listed in Section F above;
3. Each check image satisfies our image quality standards, as specified by us from time to time;
4. The original check used to create the image has not been previously deposited, cashed, duplicated or used to create another image or electronic fund transfer; and
5. The original check or an image created from the original check will not in the future be deposited, cashed, duplicated or otherwise used to create another image or electronic fund transfer.
6. No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to Ally, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check.

Each time you scan or photograph and submit check images for deposit through eCheck Deposit, you also make all the warranties set forth in and subject to the terms of Section 70A-4-207 of the Utah Revised Code Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including:

(a) you are entitled to enforce the image;
(b) all signatures on the image are authentic and authorized;
(c) the image has not been altered;
(d) the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;
(e) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer.

In addition to these warranties, you covenant that you will comply with this eCheck Deposit Agreement and applicable law.

H. Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys’ fees) or other loss that arises from or relates to your use of eCheck Deposit or your breach of the representations, warranties or covenants set forth in these eCheck Deposit Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute.
check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

I. Endorsement

For any check deposited as an image through eCheck Deposit, you must provide any necessary endorsement(s) on the check before you scan or photograph the check. Checks received that are not properly endorsed may be rejected for deposit. We recommend that you restrictively endorse the check. For example, we recommend that a check payable to the order of John Smith be endorsed:

John Smith
For Deposit Only

J. Receipt of Check Image

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an online confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we present it for payment and may still be rejected by us for any reason in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for payment or will be honored by any paying bank. If we reject a check image received through eCheck Deposit, then you may submit the original check by mail to us for processing unless we instruct you otherwise. If you do submit the original check for processing, we reserve the right to refuse to process it.

K. Retention of Original Check

Once your check image has been credited to your account, you must retain the original check for sixty (60) days; and then destroy it or mark it “VOID” or in some other way as to prevent its negotiation. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the check collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to have insufficient funds, and to pay any associated fees.

L. Return Items

You understand that we may convert items you deposit through eCheck Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

M. Funds Availability

We generally apply the Funds Availability Schedule at Section IV to check images received through eCheck Deposit as if we had received the original paper check. However, in addition to the exceptions specified in Section IV, we may delay availability of funds from any deposit you make through eCheck Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

N. Acceptable Use of eCheck Deposit

You must fully comply with the terms of this eCheck Deposit Agreement and all applicable law when you use eCheck Deposit. If you breach any of the terms of the eCheck Deposit Agreement, we may immediately terminate your authority to use eCheck Deposit. You may use eCheck Deposit only for personal, family and household services and not business purposes.

O. No Warranty

YOUR USE OF ECHECK DEPOSIT IS AT YOUR SOLE RISK. ECHECK DEPOSIT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO ECHECK DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

P. Limitation of Liability

We will not be liable for any direct, special, indirect punitive or consequential damages, including without limitation lost profits or revenues resulting from your use or inability to use eCheck Deposit, even if we are advised in advance of the possibility of such damages.

IV. FUNDS AVAILABILITY

Your Ability To Withdraw Funds

Our policy is to delay the availability of funds from your check deposits for all deposit accounts, excluding check deposits to CDs and IRA CDs. During the delay, you may not withdraw the funds and we will not use the funds to pay checks you have written, debit card transactions, wire transfer, ACH or other payment instructions. We do not accept cash deposits.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit that is received by us via the U.S. Postal Service, overnight carrier or courier before 5:00 p.m. ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if a deposit is received by us after 5:00 p.m. ET or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit via eCheck Deposit before 4:00 p.m. ET on a business day that we are open, we will consider that day to be the day of deposit. If a deposit is received by us through eCheck Deposit after 4:00 p.m. ET on a day we are open for business, we will consider that deposit to be made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below. Deposits cannot be made in person to an Ally Bank employee.

Same-Day Availability

Funds from the following deposits are available the same business day the deposit is received or in the case of ACH transfers, on the settlement date:

- Wire Transfers (Received by 3:00 p.m. ET)
- ACH Direct Deposits
- ACH Credit transfers received by Ally Bank (Received by 6:00 a.m. ET on the settlement date) initiated by you and originated from another financial institution. “ACH Credit” means a transfer instruction in which you direct another financial institution to send funds to Ally Bank.
V. CHECK 21 DISCLOSURES

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. (Checks that you scan using eCheck Deposit are not substitute checks.) The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or that we withdrew money more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest, if your account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by telephone at 877-247-ALLY (2559), by email at customercare@allybank.com or by writing to: Ally Bank, P.O. Box 951, Horsham, PA 19044. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account. We will extend this time period if we were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is nonsufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the payee and the amount of the check.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- Checks drawn on Ally Bank
- U.S. Treasury checks that are payable to you
- Wire Transfers (Received after 3:00 p.m. ET)

Other Check Deposits

For all other checks payable to you, including checks drawn on any U.S. financial institution other than Ally Bank, state or local government checks, cashier’s, certified, teller’s or traveler’s checks, Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders, up to $200 is available for each check on the first business day after the day of your deposit and the remaining funds on the second business day after the day of your deposit. The $200 availability applies to each check in the deposit (includes deposits via eCheck).

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit a check for more than $5,000.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

Special Rules for New Checking, Money Market and Savings Account Customers

If you are a new checking, money market or savings account customer, Ally Bank will generally apply the same funds availability policy as applicable for an existing customer. However, Ally Bank reserves the right to make exceptions on a case-by-case basis. We will notify you if we delay your ability to withdraw funds for any of these reasons.

A new account customer is defined as having their first checking, money market or savings account open at Ally Bank for 30 days or less.

Special Rules for eCheck Images

Funds from eCheck Deposit images are generally made available within the above policy timeframes; however, Ally Bank reserves the right to make such deposits available at our discretion.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit a check for more than $5,000.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

Special Rules for New Checking, Money Market and Savings Account Customers

If you are a new checking, money market or savings account customer, Ally Bank will generally apply the same funds availability policy as applicable for an existing customer. However, Ally Bank reserves the right to make exceptions on a case-by-case basis. We will notify you if we delay your ability to withdraw funds for any of these reasons.

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Special Rules for eCheck Images

Funds from eCheck Deposit images are generally made available within the above policy timeframes; however, Ally Bank reserves the right to make such deposits available at our discretion.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- Checks drawn on Ally Bank
- U.S. Treasury checks that are payable to you
- Wire Transfers (Received after 3:00 p.m. ET)
### VI. SERVICE FEE CHART

The chart below sets forth the service fees applicable to your account. For further details please see the appropriate section of this Agreement.

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>FEE DESCRIPTION</th>
<th>FEE AMOUNT</th>
<th>TYPE OF ACCOUNT FEE IS APPLICABLE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check Copy</td>
<td>Copy of check front and back</td>
<td>No charge</td>
<td>Interest Checking Money Market Account</td>
</tr>
<tr>
<td>Check Printing</td>
<td>Charge for ordering bank standard stock checks with 50 check increments. See</td>
<td>No charge</td>
<td>Interest Checking Money Market Account</td>
</tr>
<tr>
<td></td>
<td>below for custom check orders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Service Charge</td>
<td>Fee charged for maintaining accounts</td>
<td>No charge</td>
<td>Interest Checking Money Market Account Online Savings Account IRA Online</td>
</tr>
<tr>
<td>Official Check</td>
<td>Commonly known as Cashier’s Checks</td>
<td>No charge</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Overdraft Transfer Service Fee</td>
<td>Fee charged for funds transferred from a linked account when sufficient funds are</td>
<td>No charge</td>
<td>Interest Checking</td>
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<td></td>
<td>not available in the Interest Checking account</td>
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</tr>
<tr>
<td>Statement Copy</td>
<td>Charge assessed for paper copies of statements mailed to customer</td>
<td>No charge</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Account Research Fee</td>
<td>Fee charged for extensive research on transaction histories. Customer advised</td>
<td>$25.00 per hour/1 hour minimum</td>
<td>All Accounts</td>
</tr>
<tr>
<td></td>
<td>before research begins if fee will apply.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATM Withdrawals</td>
<td>No charge for withdrawals at a non–Ally Bank ATM within the United States. A fee</td>
<td>Fees assessed by the ATM owner for use of their ATM</td>
<td>Interest Checking Money Market Account</td>
</tr>
<tr>
<td></td>
<td>may be assessed by the ATM owner for use of their ATM.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Printing (custom checks)</td>
<td>Charge for ordering custom checks</td>
<td>Cost varies by check style</td>
<td>Interest Checking Money Market Account</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>FEE DESCRIPTION</td>
<td>FEE AMOUNT</td>
<td>TYPE OF ACCOUNT FEE IS APPLICABLE TO</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Cross Border and/or Currency Conversion</td>
<td>A “Cross Border” and/or “Currency Conversion” fee applies to any point-of-sale</td>
<td>Up to 1% of the transaction</td>
<td>Interest Checking&lt;br&gt;Money Market Account</td>
</tr>
<tr>
<td>Transaction Fee</td>
<td>debit and/or ATM transaction originated by any Merchant or ATM Operator located</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>outside the United States</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Outgoing Wire</td>
<td>Charge assessed for sending funds to another domestic institution via wire</td>
<td>$20.00 per wire request</td>
<td>All Accounts</td>
</tr>
<tr>
<td></td>
<td>transfer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expedited Delivery Fee</td>
<td>Charge assessed for sending documentation via Express Mail, overnight courier, or</td>
<td>$15.00 per package</td>
<td>All Accounts</td>
</tr>
<tr>
<td></td>
<td>other expedited means</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee for Excessive Transaction(s)</td>
<td>Fee for each transfer from an account to another account or third party that</td>
<td>$10.00 for each transfer that</td>
<td>Online Savings Account&lt;br&gt;IRA Online Savings Account&lt;br&gt;Money Market Account</td>
</tr>
<tr>
<td></td>
<td>exceeds six (6) withdrawal transactions per statement cycle (see section I.C.10</td>
<td>exceeds the limit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>for details)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee for Overdraft Item Paid</td>
<td>Fee assessed when a presented transaction(s), other than a one-time debit card</td>
<td>$9.00/1 fee maximum/day,</td>
<td>Interest Checking&lt;br&gt;Money Market Account&lt;br&gt;Online Savings Account</td>
</tr>
<tr>
<td></td>
<td>transaction or ATM withdrawal, causes or could cause your account to not have</td>
<td>If on the same day you would</td>
<td></td>
</tr>
<tr>
<td></td>
<td>sufficient funds available</td>
<td>be subject to a Fee for</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overdraft Item Paid and a Fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>for Overdraft Item Returned,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>only one $9.00 fee would be</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>applicable.</td>
<td></td>
</tr>
<tr>
<td>Fee for Overdraft Item Returned</td>
<td>Fee assessed when a presented transaction(s) is returned, other than a one-time</td>
<td>$9.00/1 fee maximum/day If on</td>
<td>Interest Checking&lt;br&gt;Money Market Account&lt;br&gt;Online Savings Account</td>
</tr>
<tr>
<td></td>
<td>debit card transaction or ATM withdrawal, and such return causes or could cause</td>
<td>the same day you would be</td>
<td></td>
</tr>
<tr>
<td></td>
<td>your account to not have sufficient funds available</td>
<td>subject to a Fee for Overdraft</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Item Paid and a Fee for</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overdraft Item Returned, only</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>one $9.00 fee would be</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>applicable.</td>
<td></td>
</tr>
<tr>
<td>Returned Deposit Items</td>
<td>Charge assessed for checks or other items deposited to your account that are</td>
<td>$7.50 per item</td>
<td>Interest Checking&lt;br&gt;Money Market Account&lt;br&gt;Online Savings Account&lt;br&gt;IRA Online</td>
</tr>
<tr>
<td></td>
<td>returned by the paying bank</td>
<td></td>
<td>Savings Account</td>
</tr>
<tr>
<td>Stop Payment</td>
<td>Charge for placing a stop order on a check or other items</td>
<td>$15.00 per stop payment</td>
<td>Interest Checking&lt;br&gt;Money Market Account&lt;br&gt;Online Savings Account&lt;br&gt;IRA Online</td>
</tr>
<tr>
<td></td>
<td></td>
<td>request</td>
<td>Savings Account</td>
</tr>
</tbody>
</table>
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2016 IRA Deposit Bonus

New or existing Individual Retirement Account (IRA) customers who deposit qualifying funds into their IRA(s) between January 1, 2016 and May 31, 2016 will receive a Bonus up to $500.00 based on the chart below. Qualifying funds must originate from a source outside of Ally Bank and must remain on deposit until the bonus is paid on or by July 31, 2016. Any withdrawals or distributions (including required minimum distributions) prior to bonus payment will reduce the qualifying funds total. For qualifying funds deposited to more than one IRA account, the bonus will be applied to the account that received the last deposit. One Bonus per customer. The Bonus will not count towards the annual IRA contribution limit. The Bonus will be included in the total value of the IRA as reported to the Internal Revenue Service on Form 5498.

Some IRA deposit transactions, especially those involving the transfer or rollover of funds from other financial institutions, can take six weeks or longer. Please remember that total qualifying funds must post to the Ally IRA(s) by May 31, 2016.

Bonus Highlights

<table>
<thead>
<tr>
<th>What is the bonus amount?</th>
<th>Varies by qualifying funds deposited. See chart below for bonus amounts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who's eligible?</td>
<td>New and existing IRA customers transferring funds from a non-Ally Bank account.</td>
</tr>
<tr>
<td>How much is the deposit amount?</td>
<td>See chart below for qualifying funds. Deposits must remain in your account until bonuses are paid on or by July 31st 2016.</td>
</tr>
<tr>
<td>What are the deposit dates?</td>
<td>Deposits must be posted between January 1, 2016 and May 31, 2016.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifying Funds</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000.00 – $49,999.99</td>
<td>$100</td>
</tr>
<tr>
<td>$50,000.00 – $199,999.99</td>
<td>$250</td>
</tr>
<tr>
<td>$200,000.00 or more</td>
<td>$500</td>
</tr>
</tbody>
</table>

Ally Bank Member FDIC