



We want you to be aware of changes to our Deposit Agreement:

**Changes Effective May 21, 2022**

- Updates to the CoverDraft<sup>SM</sup> Service
- Renaming of Cross Border and/or Currency Conversion Fee to International Transaction Fee

Here are the relevant sections of the Ally Bank Deposit Agreement that we updated:

**The following will be added to Section I.C.14.a.ii. Eligibility:**

To be eligible to increase your CoverDraft limit up to \$250, you'll first need to qualify for the standard \$100 CoverDraft limit. Then you'll need to receive 2 qualifying direct deposits of at least \$250 each for 2 months in a row. A qualifying direct deposit is an eligible direct deposit that is deposited from an employer payroll, payroll provider service, or benefits payer (such as Social Security or Military Pay). To remain eligible for this expanded limit, you must receive one or more qualifying direct deposits of at least \$250 every 45 days after meeting the initial eligibility requirement. Otherwise, we may reduce your CoverDraft limit to the original \$100 amount.

**Section I.C.14.a.ii. Qualifying Transactions**

The column labeled "With CoverDraft (up to \$100 per account)" will now read "With CoverDraft".

**The following will be added to Section I.C.14.a CoverDraft<sup>SM</sup> Service**

**i. Updating your CoverDraft Preferences**

If you're eligible for CoverDraft, you may update your CoverDraft preferences or opt out as long as your account balance isn't negative. You may change your CoverDraft preferences by logging in at ally.com or on our mobile app, or you can call us.

**Section V. Service Fee Chart**

The "Cross Border and/or Currency Conversion Transaction Fee" has been renamed as "International Transaction Fee". The Fee Description now reads: "An "International Transaction" fee applies when a merchant or ATM operator located outside of the U.S. originates a point-of-sale debit or ATM transaction."

**Changes Effective January 29, 2022**

- Introduction of CoverDraft<sup>SM</sup> service
- Addition of limitations on the number of open accounts
- Funds Availability – Removal of longer delays on deposited checks for repeated overdrafts
- Change to language for Certificate of Deposit (CD) interest during grace period

**Introduction of CoverDraft<sup>SM</sup> service**

**Section I.C.13 Overdraft Transactions**

This section replaces the prior addendum published on July 27, 2021.

This section will now read: We pay overdrafts, including the CoverDraft service, at our discretion, which means we don't guarantee that we'll always authorize and pay any type of transaction. If we don't authorize and pay a transaction, the transaction will be declined. We'll never charge you an overdraft fee.

**Section I.C.14 Overdraft Transfer Service will be renamed I.C.14 Overdraft Services. The following will be added to the renamed Section I.C.14 Overdraft Services:**

**Section I.C.14.a CoverDraft<sup>SM</sup> Service**

CoverDraft is a no-fee overdraft service that allows an eligible customer to overdraw their Interest Checking account up to a specified limit. CoverDraft is not a line of credit and, as explained above, we pay overdrafts at our discretion.

**ii. Eligibility**

To be eligible for CoverDraft, you need an open Interest Checking account in your name with no history of charge-offs or balances owed on any accounts we've closed, and you'll need to wait 30 days once a total of \$100 of deposits are credited into your account. Once you become eligible, you'll automatically be set up for CoverDraft. CoverDraft isn't available for savings or money market accounts.

**iii. Qualifying Transactions**

We'll approve qualifying transactions that overdraw your Interest Checking account up to your limit. We generally won't approve any further qualifying transactions once you reach your limit. In other words, if your CoverDraft limit is \$100, we would approve authorized debit card purchases and other transactions that overdraw your checking account balance up to \$100. This could be one or multiple transactions.

We'll typically cover the following qualifying transactions:

- Debit Card purchases, including purchases with cash back
- Automatic payments, like monthly subscription fees or utility bills
- Transfers you initiate at other financial institutions
- Personal or mailed Bill Pay checks

CoverDraft isn't available for other types of transactions including:

- Sending money using Zelle®
- ATM withdrawals
- Immediate internal transfers between Ally Bank accounts
- Wire transfers



It's important to know that although we provide CoverDraft up to a certain limit, your account could go further negative for other reasons. One example of that is a gratuity or a tip at a restaurant if your original bill (without gratuity or tip) was under your CoverDraft limit but the gratuity or tip pushes it over that amount.

We don't include your CoverDraft limit as part of the available balance for your Interest Checking account.

If you've enabled Overdraft Transfer Service on your checking account, we'll transfer money in \$100 increments from your linked savings or money market account when you don't have enough to cover a transaction, prior to using CoverDraft to cover any qualifying transactions, up to your available limit.

The Overdraft Activity Chart below provides information on the types of overdraft transactions we may pay or decline, depending on whether CoverDraft is active on your account. Transactions that are eligible for CoverDraft are, as explained above, paid at our discretion.

Transaction Type	With CoverDraft (up to \$100 per account)	Without CoverDraft
Debit card one-time purchase (including merchant cashback)	Eligible	Declined
Debit card reoccurring	Eligible	Declined
ACH withdrawal	Eligible	Paid at our discretion
Zelle transfer	Declined	Declined
Check withdrawal	Eligible	Paid at our discretion
Wire transfer	Declined	Declined
ATM withdrawal	Declined	Declined

**iv. Paying Back CoverDraft**

When you deposit or transfer money into your Interest Checking account, we'll apply it to your overdraft balance. You authorize us to apply any deposit, including direct deposit, to cure any overdraft in your checking account.

CoverDraft isn't a line of credit. You'll owe us as soon as your account balance goes below \$0, even if we don't immediately take action to restrict your account.

We don't charge interest on any outstanding overdraft balance, but you'll need to cure your negative account balance as soon as possible.

**v. Curing a Negative Balance; Loss of Ally CoverDraft Eligibility and Account Closure**

We may restrict your ability to make additional withdrawals and may suspend your ability to use CoverDraft in the future if you don't cure your negative balance within 14 calendar days of initially overdrawing your account.

We may close your Interest Checking account if you don't cure your negative balance within 45 calendar days of overdrawing your account.

**vi. Our Rights to Repayment**

You authorize us to charge any Ally Bank deposit account you own for money you owe us to cure any overdraft.

We may provide information to credit reporting agencies for accounts closed due to a negative balance. We reserve the right to use any and all legal options and remedies available to us in order to collect money you owe us, including in the event of fraud, misrepresentation, or other illegal activity.

**vii. Cancelling CoverDraft**

We may suspend or terminate your use of CoverDraft for any reason at any time – for example, if we find you're abusing CoverDraft or violating your agreement with us.

We aren't liable to you or any third party for any costs, fees, or losses associated with the termination of your access to CoverDraft, including (but not limited to) insufficient funds fees, late fees, legal fees, or other charges.

**Section I.C.14 Overdraft Transfer Service will now be I.C.14.b Overdraft Transfer Service**

The following sentence is added to the end of this new section: If you have CoverDraft on your checking account, it may cover any qualifying transactions, up to your available limit, if you don't have enough money in your linked savings or money market account to cover a transaction.

**Addition of limitations on the number of open accounts**

**Section I.B.1 Opening an Account**

The following section will be added: d. Account Limitations: We impose a limit on the number of checking, savings, and money market accounts and CDs you can have open with us. This includes accounts in which you're an owner or joint owner or accounts in which you act within a fiduciary capacity.

**Funds Availability – Removal of longer delays on deposited checks for repeated overdrafts**

**Section III.F Funds Availability - Longer Delays May Apply**

The following exception hold is removed: 4. You have overdrawn your account repeatedly in the last six months.



**Change to language for Certificate of Deposit (CD) interest during grace period**

**Section I.B.6.g Grace Period**

Previously, the Deposit Agreement stated: "Interest will accrue during the Grace Period; however, such interest will not be paid if the funds are withdrawn and transferred outside of Ally Bank during the Grace Period."

It will now read: "Interest will accrue during the Grace Period. If you withdraw money during the Grace Period (or on the next business day, if your Grace Period ends on a non-business day), you won't receive any of the interest that accrued (or would've accrued) on that money during the Grace Period."

**Section I.B.6.s Withdrawals at Maturity**

Previously, the Deposit Agreement stated: "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 and transferred outside of Ally Bank."

It will now read: "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. If you withdraw money during the Grace Period (or on the next business day, if your Grace Period ends on a non-business day), you won't receive any of the interest that accrued (or would've accrued) on that money during the Grace Period."

**Elimination of Overdraft Fees – Effective July 27, 2021**

As we announced on June 2<sup>nd</sup>, Ally Bank is eliminating overdraft fees on all of our Bank products.

With this change, we've updated certain sections of the Ally Bank Deposit Agreement dated January 7, 2017. Here are the relevant sections of the Deposit Agreement that have been updated:

**Section I.C.11a Overpayments and Reversals**

Previously, the Deposit Agreement stated: "If there are not enough funds in your account at that time, your account could become overdrawn and we may charge an overdraft fee."

It will now read: "If there aren't enough funds in your account at that time, your account could become overdrawn. We won't ever charge an overdraft fee when that happens – you're only responsible for paying back the overdraft amount."

**Section I.C.12 Processing and Posting**

We have removed the following sentence: "The order in which we post your transactions may affect whether you incur fees for insufficient or unavailable funds."

**Section I.C.13 Overdraft Transactions**

We have replaced the content in this section entirely.

This section will now read: "We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. Should your account become overdrawn at any point, we won't charge an overdraft fee."

**Section I.D.4.c Sufficient Funds**

Previously, the Deposit Agreement stated: "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."

It will now read: "If we do initiate the transfer, but there aren't enough funds in your account at that time, you could overdraft your account. We won't ever charge an overdraft fee when that happens – you're only responsible for paying back the overdraft amount."

**Section IV.B What are my rights regarding substitute checks?**

We have replaced "(for example, overdraft fees)" with "(for example, excessive transaction fees)" in the following paragraph: 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).

**Section V Service Fee Chart**

Previously, the fee amount for the Fee for Overdraft Item Paid and Overdraft Item Returned stated: "\$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."

It will now read: "No Charge."

**Changes to Our Funds Availability Policy - Effective July 1, 2020**

We're changing the amount of funds available to you on the next business day after the day of deposit for certain check deposits. We're raising the amount from \$200 to \$300, effective July 1. With this change, section III.E. (Other Check Deposits) of the Ally Bank Deposit Agreement dated January 7, 2017, will read as follows:



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 **\$300** 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 **\$300** availability applies to each check in the deposit (includes deposits via eCheck).

See our full Funds Availability policy, starting on page 24 of the Deposit Agreement, for more information.

**FDIC Recordkeeping for Accounts with Beneficial Owners – Effective April 1, 2020**

We've added a new section to our Deposit Agreement called FDIC Recordkeeping for

Accounts with Beneficial Owners:

If we open an account on your behalf as an agent, trustee, nominee, guardian, executor, custodian, or other individual or entity who holds funds in the account for the benefit of others, such "beneficial owners" (for whose benefit the funds are held) may be eligible for pass-through insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). If the account is a checking or money market account (which have transactional features as defined in the FDIC Rules and Regulations), you're required to provide a record of the interests of the beneficial owners in accordance with the FDIC's requirements within 24 hours of a bank failure. Following these procedures may help minimize the delay you and the beneficial owners may face when accessing FDIC-insured funds should Ally Bank fail. As part of our compliance effort, we'll ask for identifying information and other information on beneficial owners.

# DEPOSIT AGREEMENT AND DISCLOSURES



**Deposit Agreement**  
**Effective January 7, 2017**

## 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 the 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.

## TABLE OF CONTENTS

### INTRODUCTION

### ACCEPTANCE OF TERMS

<b>I. DEPOSIT AGREEMENT AND DISCLOSURES</b>	2
<b>II. ELECTRONIC FUND TRANSFERS DISCLOSURE AND SPECIAL TERMS AND CONDITIONS</b>	20
<b>III. FUNDS AVAILABILITY</b>	24
<b>IV. CHECK 21 DISCLOSURES</b>	25
<b>V. SERVICE FEE CHART</b>	27

## 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.

- f. Certificate of Deposit (CD) — This account allows you to make your account-opening deposit by check, ACH transfer, transfer from another Ally deposit account or wire transfer. By opening a CD, you have contracted to keep the deposited funds on deposit until the maturity date of the CD. A partial withdrawal of principal before maturity is not permitted on any CD. 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.
- g. 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.
  - (i) 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.
  - (ii) Ally IRA CDs are subject to an early withdrawal penalty as more fully described in Section I.B.6, More About CDs and IRA CDs, 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 Bank deposit accounts can be held in the types of ownership described below.

- a. 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.
- b. Joint Account — This account is owned by two, three or four people. Each joint owner on this account enjoys full access to it and agrees each owner can make a deposit, transfer or withdraw funds, and may close the account. All joint accounts are titled as joint tenants with right of survivorship. This means that if one owner dies, the account will belong to the survivor(s). If we provide notice to one joint owner, all joint owners are deemed to have received notice. The first person named on the account will be the “Primary Owner.” The Primary Owner will (i) receive tax documents, such as 1099s; (ii) have access to tax documents and account statements online and (iii) have all accounts in which the person is the Primary Owner consolidated for online viewing and statement purposes.
- c. Payable on Death (POD) or “In Trust For” (ITF) Account — These accounts may be opened as an individual or as a joint account and allow you to designate a beneficiary or beneficiaries who will receive the funds in your account at your death. If there are joint owners on the account, the funds will be paid to the beneficiary or beneficiaries at the last surviving joint owner's death. The law of the state in which you reside may restrict these accounts, and we make no representations as to whether the designation of an account as POD or ITF will comply with applicable state law. You are solely responsible for making sure the account is properly titled and that it meets any other requirements of your state.

- d. Transfers/Gifts to Minors Act Account - It is commonly referred to as a “Custodian Account,” and usually is subject to a state law called the Uniform Transfers (or Gifts) to Minors Act. Funds deposited to these accounts are a gift and belong to the minor. You act as the custodian of the funds and are the only person authorized to act on the account. As custodian, you must abide by applicable law, and must notify us in writing at the time the minor reaches the age at which the minor is entitled to receive the funds or, upon the death of the minor. At the time the minor is entitled to receive the funds, we will close the account and issue a check payable to the order of the minor and send the check to the custodian for forwarding to the minor. We will not convert a Uniform Transfers/Gifts to Minors Act account to a personal account of the minor. Also, once a deposit account is opened as an individual or joint account, you may not convert the account to a Uniform Transfers/Gifts to Minors account.
- e. Accounts for Trusts – Copies of certain pages from the trust agreement and other supporting documents are required to open this account. You may only convert a deposit account opened as an individual or joint account to an account for a Revocable Trust if the Social Security number on the account will not change.
- f. Accounts for Other Fiduciaries - Accounts for other fiduciaries (e.g. executors, conservators, etc.) cannot be opened online. Documents evidencing proof that the fiduciary relationship exists and other information must be supplied to open a fiduciary account. Once a deposit account is opened as an individual or joint account, you may not convert such deposit account to a fiduciary account.

### 4. How Interest Is Calculated

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, 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. We reserve the right to change these balance tiers at any time.

Please see Sections 5 and 6 for more information about how we calculate interest for CDs.

### 5. How Interest Can Be Paid

- a. 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.
- b. 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.

c. IRAs:

- (i) 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.
- (ii) 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.
- (iii) 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.

## 6. More About CDs and IRA CDs

### CD Balance Tiers

- a. All CDs: For all new CDs, the interest rate and corresponding Annual Percentage Yield (APY) will be based on one of three balance tiers listed below. We reserve the right to change these balance tiers at any time.
  - (i) Less than \$5,000.00
  - (ii) \$5,000.00 to \$24,999.99
  - (iii) \$25,000.00 and Higher
- b. 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 Raise Your Rate CDs will not change based on this assignment.
- c. 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

- d. 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.
- e. 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

- f. Maturity: Our Select CD and IRA Select CD accounts 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 automatically renew your CD into the disclosed term specified in the maturity notice, unless you direct us otherwise.

- g. 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 and transferred outside of Ally Bank 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 CDs

- h. 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.
- i. 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 exercise 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 and balance tier as described above.
- j. 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.
- k. 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.
- l. Note that when you request your rate increase online, the confirmation screen will confirm the effective date of the change.
- m. The Ten Day Best Rate Guarantee does not apply to rate increases.

### Early Withdrawals

- n. 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 balanced may result.
- o. This penalty does not apply in the case of the Ally No Penalty CD, which does not allow withdrawals during the first six (6) calendar days following the date the account is funded. Thereafter, you may withdraw the full balance and accrued interest without penalty.
- p. 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.

- q. If your CD or IRA CD was opened prior to December 7, 2013, then the applicable early withdrawal penalty is 60 days (loss of interest). If your CD or IRA CD is opened or renews on or after December 7, 2013, the applicable early withdrawal penalty is as follows:

<u>CD or IRA CD Term</u>	<u>Early Withdrawal Penalty (Days' Loss of Interest)</u>
24 Months or Less	60 days
25 Months – 36 Months	90 days
37 Months – 48 Months	120 days
49 Months or Longer	150 days

- r. 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:**

- s. 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 and transferred outside of Ally Bank. 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 account by giving a power of attorney. Adding an attorney in fact to your account cannot be done online. We may refuse to add an attorney in fact to your account if the power of attorney document does not meet our requirements. Once a power of attorney is accepted, we may continue to allow your attorney in fact to make deposits, withdrawals or other transactions until we receive actual notice of the death of the account owner or until we receive written notification that the power of attorney has been revoked or terminated.

#### **8. Withholding and IRS Reporting**

- a. IRS Reporting. We are required by the IRS to have a valid Social Security number or Taxpayer Identification Number for each owner on an account to correctly report interest earned and for other federal compliance purposes. To meet federal requirements, we ask you to certify your Social Security number or Taxpayer Identification Number on-line during the account opening process. If you do not certify your Social Security number or Taxpayer Identification Number on-line, we ask that you certify by signing on the substitute Internal Revenue Service W-9 form printed on the

Signature Card, which will be included in your Welcome Kit. If you are opening an IRA CD or an IRA Online Savings Account, you must provide us with your Social Security number or Taxpayer Identification Number. If you do not certify your Social Security number or Taxpayer Identification Number on-line, the Signature Card will be included in your Welcome Kit. For IRA accounts, the Application to Participate will be included with your Welcome Kit, or if you applied for your IRA online, you must provide your Social Security number or Taxpayer Identification Number during the online account opening process.

- b. Withholding. If you do not certify your Social Security number or Taxpayer Identification Number on-line or sign and return the Signature Card containing the signed certification of your Social Security number or Taxpayer Identification Number for your CD, Interest Checking account, Money Market Account or Online Savings Account to us promptly, we will withhold, in accordance with IRS requirements, a specified percentage of the taxable interest that we pay to you. This is commonly referred to as “backup withholding.” Backup withholding may not apply to IRAs.

#### **C. General Rules Governing Deposit Accounts**

All of our actions relating to your account, including this Agreement, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Utah. Any lawsuit regarding your account must be brought in a proper court in the State of Utah. If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement.

##### **1. Deposits/Contributions**

*PLEASE DO NOT send cash – we will NOT accept cash.* We also will not accept 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:

- (1) ACH transfers
- (2) Transfers from other Ally accounts
- (3) Wire transfers
- (4) Submit a check image using Ally eCheck Deposit (please see the Ally Bank Online Banking Services Agreement)
- (5) Mail a check to Ally Bank, P.O. Box 13625, Philadelphia, PA 19101. (“Please use your personalized deposit slips or provide your full Ally Bank Account Number and make the check payable in the name of the account holder.”)

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

(iii) You may NOT make a deposit at any Ally Bank office location

- b. IRAs

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

- (1) 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.
- (2) Wire transfers.
- (3) 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. A prior year contribution received by Ally after the tax deadline will be treated 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.
  - (iv) 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 in our records, 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. 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 Fund Transfers 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 III and see the Ally eCheck Deposit Terms, located in the Ally Online Banking Service Agreement, 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 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. These limits do not apply to deposits.

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

- a. Preauthorized or automatic transfers from your account (including transfers for overdraft protection or between your Ally accounts).
- b. 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.

c. Online transfers from your Money Market Account or Online Savings Account, excluding IRA Online Savings Accounts.

d. Check or point-of-sale transactions from your Money Market Account.

There is a fee for each excessive transaction. See Section V, 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 on 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 on more than an occasional basis, we will close your account and you may be subject to IRS penalties.

#### 11. Problems That Could Occur

- a. 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.
- b. 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.
- c. 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 V, 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:

Transacted by . . .	Then, we . . .	And, you . . .
<ul style="list-style-type: none"> <li>○ Making a one-time purchase with your debit card</li> <li>○ Requesting money at an ATM</li> </ul>	Pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction	<ul style="list-style-type: none"> <li>○ Will not be charged an overdraft fee for the transaction</li> <li>○ Are responsible for repaying any overdraft amounts</li> </ul>
<ul style="list-style-type: none"> <li>○ Making a recurring purchase with your debit card (e.g., monthly gym dues or subscription fee)</li> <li>○ An ACH transaction</li> <li>○ Having a check drawn against your account</li> <li>○ A wire transfer</li> </ul>		<ul style="list-style-type: none"> <li>○ 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</li> <li>○ Are responsible for repaying any overdraft amounts</li> </ul>

Please see the Service Fee Chart, Section V, for overdraft fees.

#### 14. Overdraft Transfer Service:

You can enroll in our Overdraft Transfer Service at any time. This service links an 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 cancel pending payments submitted through Online Banking with Bill Pay. Please refer to the Ally Online Banking Services Agreement for details.

You may not stop payment on an ACH transfer that you have scheduled through Ally Bank that is already in process; however, you may be able to cancel the transaction. Please refer to Section I.D., Electronic Banking Services for details.

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 V, 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 V. 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 Fund Transfers 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 IV, 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 also 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 residential mailing or email address. Failure to notify us may result in delay or non-receipt of bank correspondence.

## 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 our 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. Digital Images, e-Signatures, & Facsimile Signatures

We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed or endorsed, excluding any documents specifically indicating the return of the actual document or related to your IRA requiring original signatures. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the 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 or digital image 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, including accrued interest earned until the close date, 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.B.6, More About CDs and IRA CDs, under Early Withdrawals. 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 owner 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 ATM owners within the continental 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. Some international and U.S. Territory ATM fees may also be included in the reimbursement; however surcharge fees not identified within the transaction by the originating ATM owner may not be reimbursed. 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.

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 & Mobile Banking**

Online Banking allows you to review your accounts and conduct certain other transactions online, including person-to-person payments and eCheck. 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 posted in the "Legal" link at allybank.com for more details.

**3. Bill Pay**

Bill Pay in Online Banking is available to you automatically when you open 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 and mobile screens. Please review our Online Banking Services Agreement for specific instructions, limitations, fees, and requirements.

**4. External ACH Transfers Initiated at Ally by You; Non-Ally Accounts**

We make it possible for you to conduct inbound transfers into your Ally accounts from accounts you own at other financial institutions (Non-Ally Accounts) and outbound transfers 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").

- (i) 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. Transfer Processing Speed. Ally offers two delivery speeds for external transfers: Standard (3-business day delivery) and Next Day (1-business day delivery). Eligible delivery dates will be presented to you based on the transfer speed available for your external transfer.

**(i) Standard Transfers**

- (1) Processing Standard Transfers. Three (3) business days prior to the requested delivery date, we initiate a request to debit funds from the source account.
- (2) Cut-Off Time. The cut-off time for scheduling a Standard Transfer is 1 a.m. ET. Any transfer scheduled after the applicable cut-off time will be treated as if scheduled on the next Business Day.
- (3) The following chart illustrates the timing of when funds are debited and credited based on the day and time the Standard Transfer request is received by Ally.

Standard Transfers <b>Inbound and Outbound</b> Processing Times			
Transfer Requested between:		Funds Withdrawn:	Funds Delivered On:
1:01 a.m. ET	1:00 a.m. ET		
Sunday	Monday	Monday	Wednesday
Monday	Tuesday	Tuesday	Thursday
Tuesday	Wednesday	Wednesday	Friday
Wednesday	Thursday	Thursday	Monday
Thursday	Friday	Friday	Tuesday
Friday	Monday	Monday	Wednesday
Saturday	Monday	Monday	Wednesday

- (4) Standard One-Time Transfers. Standard One-Time Transfers can be requested online, on a mobile device, or by telephone. One-time transfers may be scheduled for the current date (subject to cut-off times) or a future date.
- (5) Standard Recurring Transfers. Standard Recurring Transfers can only be requested online or on a mobile device. This 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.

**(ii) Next Day Transfers**

- (1) Availability of Next Day Transfers. Next Day transfer availability is determined by Ally. Considerations involved in providing Next Day availability include, but are not limited to, account tenure (new accounts), account inactivity, and transfer activity such as overdrafts and ACH returns. For the purpose of account security and fraud prevention, we reserve the right to modify the Next Day qualifications at any time based on, but not limited to, your current and historical use of the transfer service.

- (2) Processing Inbound Next Day Transfers. One (1) business day prior to the requested delivery date, we initiate a request to debit funds from your Non-Ally account.

Next Day <b>Inbound</b> Processing Times			
Transfer Requested between:		Funds Withdrawn:	Funds Delivered On:
7:31 p.m. ET	7:30 p.m. ET		
Sunday	Monday	Tuesday	Tuesday
Monday	Tuesday	Wednesday	Wednesday
Tuesday	Wednesday	Thursday	Thursday
Wednesday	Thursday	Friday	Friday
Thursday	Friday	Monday	Monday
Friday	Monday	Tuesday	Tuesday
Saturday	Monday	Tuesday	Tuesday

- (3) Processing Outbound Next Day Transfers. The following chart illustrates the timing of when funds are debited and credited based on the day and time the Next Day Transfer request is received by Ally.

Next Day <b>Outbound</b> Processing Times			
Transfer Requested between:		Funds Withdrawn:	Funds Delivered On:
7:31 p.m. ET	7:30 p.m. ET		
Sunday	Monday	Monday	Tuesday
Monday	Tuesday	Tuesday	Wednesday
Tuesday	Wednesday	Wednesday	Thursday
Wednesday	Thursday	Thursday	Friday
Thursday	Friday	Friday	Monday
Friday	Monday	Monday	Tuesday
Saturday	Monday	Monday	Tuesday

- (4) Cut-Off Time. The cut-off time for scheduling a Next Day Transfer 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.

- (5) Next Day One-Time Transfers. Next Day One-Time Transfers can be scheduled online, on a mobile device or by telephone. Next Day transfers may be scheduled for the current date (subject to cut-off times) or a future date. Next Day Transfers cannot be set on a recurring basis.

c. Sufficient Funds. You agree that you will have sufficient available funds in your Ally account to cover all outbound transfers. If your Ally account does not have sufficient available funds, we may elect not to initiate the scheduled transfer. 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.

d. Availability of Funds. For Inbound Transfers originated at Ally, the funds are generally available in

your Ally account when they are received. For Outbound Transfers originated at Ally, the other Financial Institution determines the availability of the funds in your Non-Ally account.

- e. Routing of Transfers. You agree that Ally may use any means which we, in our sole discretion, consider suitable to execute your ACH transfers.
- f. Canceling Transfers. You may cancel recurring or pending ACH transfers that you have scheduled through Ally Bank by accessing your Ally account on our website, by using your mobile device and reviewing the scheduled activity, or by calling us at 877-247-ALLY (2559). 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.
- g. 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.
- h. Rejection of Transfers. Ally reserves the right to reject any scheduled transfer request. 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 for any loss or damage, including interest, in the event of our rejection of the transfer and/or the failure to give such notice.
- i. 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.
- j. 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 transfer capability at any time upon notice as required by law.

## II. ELECTRONIC FUND TRANSFERS 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 Fund Transfers Services

The following terms are used to describe Electronic Fund Transfers (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 Fund 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 person-to-person payments.
- 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 Fund 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 fund 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.

### **6. Notice of Varying Amounts**

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 fund 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 if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by 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.

#### 11. Bank Contacts

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. FUNDS AVAILABILITY

#### A. 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.

#### B. 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 7:00 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 7:00 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.

#### C. 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:

1. International wire transfers received by 3:00 p.m. ET
2. Domestic wire transfers received by 5:00 p.m. ET
3. ACH Direct Deposits
4. ACH Credit transfers received by Ally Bank (with current day 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

#### D. Next-Day Availability

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

1. Checks drawn on Ally Bank
2. U.S. Treasury checks that are payable to you
3. International Wire Transfers received after 3:00 p.m. ET
4. Domestic wires received after 5:00 p.m. ET

#### E. 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).

## F. Longer Delays May Apply

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

1. We believe a check you deposit will not be paid.
2. You deposit a check for more than \$25,000.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. 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.

## G. 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 this reason. 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.

## H. 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.

# IV. CHECK 21 DISCLOSURES

Substitute Check Policy Disclosure — Substitute Checks and Your Rights

## A. 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.

## B. 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.

## C. 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](mailto: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, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is nonsufficient to confirm that you suffered a loss; and
4. 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.

## V. 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.

TYPE OF FEE	FEE DESCRIPTION	FEE AMOUNT	TYPE OF ACCOUNT FEE IS APPLICABLE TO
Check Copy	Copy of check front and back	No charge	Interest Checking Money Market Account
Check Printing	Charge for ordering bank standard stock checks (check orders come in 20 check increments). See below for custom check orders.	No charge	Interest Checking Money Market Account
Monthly Service Charge	Fee charged for maintaining accounts	No charge	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account
Official Check	Commonly known as Cashier's Checks	No charge	All Accounts
Overdraft Transfer Service Fee	Fee charged for funds transferred from a linked account when sufficient funds are not available in the Interest checking account	No charge	Interest Checking
Statement Copy	Charge assessed for paper copies of statements mailed to customer	No charge	All Accounts
Account Research Fee	Fee charged for extensive research on transaction histories. Customer will be advised before research begins if fee will apply.	\$25.00 per hour/1 hour minimum	All Accounts
ATM Withdrawals	No charge for withdrawals at a non-Ally Bank ATM located within the United States. A fee may be assessed by the ATM owner for use of their ATM .	Fees assessed by an ATM located within the United States will be refunded by Ally Bank at the end of each statement cycle up to a maximum of \$10.00.	Interest Checking Money Market Account
Check Printing (custom checks)	Charge for ordering custom checks	Fee for custom checks varies depending on the style of the checks ordered	Interest Checking Money Market Account
Cross Border and/or Currency Conversion Transaction Fee	A "Cross Border" and/or "Currency Conversion" fee applies to any point-of-sale debit and/or ATM transaction originated by any Merchants or ATM Operator located outside the United States	Up to 1% of the transaction	Interest Checking Money Market Account
Domestic Outgoing Wire	Charge assessed for sending funds to another domestic institution via wire transfer	\$20.00 per wire request	All Accounts
Expedited Delivery Fee	Charge assessed for sending documentation via Express Mail, overnight courier, or other expedited means	\$15.00 per package	All Accounts

TYPE OF FEE	FEE DESCRIPTION	FEE AMOUNT	TYPE OF ACCOUNT FEE IS APPLICABLE TO
Fee for Excessive Transaction(s)	Fee for each transfer from an account to another account or third party that exceeds six (6) withdrawal transactions per statement cycle (see section I.C.10 for details)	\$10.00 for each transfer that exceeds the limit	Online Savings Account IRA Online Savings Account Money Market Account
Fee for Overdraft Item Paid	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	\$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.	Interest Checking Money Market Account Online Savings Account
Fee for Overdraft Item Returned	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	\$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.	Interest Checking Money Market Account Online Savings Account
Returned Deposit Items	Charge assessed for checks or other items deposited to your account that are returned by the paying bank	\$7.50 per item	Interest Checking Money Market Account Online Savings Account IRA Online Savings Account
Stop Payment	Charge for placing a stop order on a paper check, Bill Pay check, or other items.	\$15.00 per stop payment request	Interest Checking Money Market Account Online Savings Account IRA Online Savings

