



If you believe the Card and/or PIN has been lost, stolen or compromised, call: 877-247-ALLY (2559), or write to us at: Ally Bank, P.O. Box 951, Horsham, PA 19044.

**Our Liability to You** – If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance (1) if, through no fault of ours, you do not have enough money in your account to make the transfer, (2) if the ATM where you are making the withdrawal does not have enough cash, (3) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer, (4) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken, and (5) for other reasons stated in this or our other agreements with you. In addition, we are not liable (1) if an ATM owned by a third party fails to work, or (2) if a merchant fails to process your transaction request, or (3) for any acts, omissions, claims, costs, losses or damages arising from or relating to your use of the Card where such services are provided by the Debit Network, its agents, employees or third-party providers or any other ATM or other Debit Network or service.

**Error Resolution Notice** – In case of errors or questions about your electronic transfers using the Card, telephone us at 877-247-ALLY (2559) or write to us at Ally Bank, P.O. Box 951, Horsham, PA 19044, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 we do not receive it within 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 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

**Confidentiality** – We will disclose information to third parties about your account or the transfers you make (1) where it is necessary for completing transfers, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

**Joint Accounts** – If any account linked to your Card is a joint account, all transactions made with the Card are binding on all joint account owners. Each joint owner is responsible for the repayment of any overdraft resulting from a transaction performed by another joint owner.

**The Card** – The Card is our property and we may revoke your use of the Card at any time without prior notice to you.

**Amendments** – We may amend this Agreement at any time. We will provide notice of changes as required by law.

## DEBIT CARD AGREEMENT AND DISCLOSURES

Effective 12/01/20

By using your Ally Bank Debit Card (the “Card”) or by permitting another person to use it, you agree to the following:

**Your Agreements** – Your use of the Card is governed by the terms of this Agreement and the rules and regulations of the payment processing network on which the transaction is processed. That network is called the “Debit Network” in this Agreement.

**Business Days** – For purposes of this Agreement, our business days are Monday through Friday, except certain federal holidays when we are closed.

**Card Capabilities** – You may use the Card to (1) make cash withdrawals at automated teller machines (ATMs) or certain electronic terminals, and (2) obtain retail cash back and/or make Point-of-Sale (POS) purchases anywhere the Card is accepted. You may be required to sign a receipt as evidence of the transaction. You may not use your Card to make a deposit of cash or checks at any ATM. The Card

may be used for other services that become available in the future.

**Prohibited Uses** – You may not use your Card to conduct a transaction involving unlawful Internet gambling or other illegal activities. We reserve the right to refuse a transaction that we believe involves unlawful Internet gambling or other illegal activities.

**Stop Payments** – You do not have a right to stop payment on any Card transaction (POS or ATM) authorized by you.

**Transaction Limits** – These limits and any other limits that we may implement in the future are subject to change:

*POS Purchases* – Card purchases are limited to the lesser of your available balance, or \$5,000 per day. This does not include withdrawals from an ATM or retail cash back transactions.

*ATM and Retail Cash Back Transactions* – Withdrawals from an ATM, including fees assessed at the ATM which may be reimbursable, and retail cash back transaction(s) made using your Card are limited to the lesser of your available balance, or \$1,000 per day. The term “retail cash back” includes transactions to obtain cash back and for the purchase of monetary instruments, such as money orders, prepaid cards, or gift cards. Card transactions that include retail cash back transactions will be subject to the retail cash back limit of \$1,000 per day.

For new customers who have been with the bank for less than 90 days, POS purchases, ATM, and retail cash bank transactions are limited to the lesser of your available balance, or as low as \$500 per day.

For a Card linked to a checking account, there is no limit on the number of transactions you can make.

For a Card linked to a money market account, there is no limit on the number of ATM withdrawals you can make. However, a POS or other transaction with a third party will count towards the limit of six (6) preauthorized, automatic, telephonic, check, debit card or other transactions payable to third parties per statement period.

**Fees and Surcharges** – We do not charge a fee for ATM withdrawals or POS transactions. However, when you use an ATM, you may be charged a fee or surcharge by the ATM owner and/or the network operator and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees or surcharges will be charged directly to your account. At the end of each statement cycle, ATM fees from other ATM owners within the United States are totaled, and such ATM fees will be reimbursed to your account in a lump sum up to a maximum of \$10.00 for each statement cycle. These fees will not be reimbursed if your account is closed before your statement is issued. We will only pay interest on the reimbursed amount starting on the day those funds are credited to your account. If your 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 (IRS) and to you on IRS Form 1099-MISC. Fees for using ATMs or terminals located outside the United States will not be reimbursed by Ally Bank.

**Exchange Rates and International Fees** – If you conduct a transaction in a foreign currency, the Debit Network will convert the transaction amount into U.S. Dollars by selecting an exchange rate from a range of rates available in wholesale currency markets (or the government-mandated rate). The exchange rate will be applied on the settlement date of the transaction which typically is later than the date of the actual transaction. It may not be the best rate or the rate that the Debit Network itself receives. In addition, a “Cross Border” and/or “Currency Conversion” fee of up to 1% applies to any POS debit or ATM transaction originated by any merchant or any ATM operator located outside the United States. Other fees for foreign transactions may apply. We will not reimburse you for any exchange rate loss or fee, or for any other fee you incur by using your Card outside the United States.

**Authorization Holds** – When you use the Card at certain merchants, the merchant may request a preauthorization amount from us to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place a hold on your account for the amount of a preauthorization request. This hold

may remain on your account up to three business days after the transaction has been paid. Preauthorization holds may affect the availability of funds in your account to pay checks and other transactions presented for payment. We are not liable for any loss or damages you may incur for the dishonor of transactions or otherwise because of a preauthorized hold placed on the funds in your account.

**Receipts** – You may receive a receipt from certain ATMs and terminals. This receipt is not binding on us as any transaction you make at any ATM or terminal is subject to verification by us. Our records will control if there is a difference between the receipt and our records.

**Statements** – You will receive a statement in any month in which you have conducted (or could conduct) an electronic funds transfer.

**Your Liability to Us** – Tell us AT ONCE if you believe your Card and/or PIN has been lost, stolen or compromised, or if you believe that a transaction has been made (or is about to be made) without your permission. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account plus any money in another account linked to your account. If you tell us within two business days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

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