



11605 N. Community House Rd. Third Floor, Charlotte, NC 28277  
Tel (855) 880-2559  
Fax (866) 699-0563  
[www.ally.com/invest](http://www.ally.com/invest)

## **ALLY INVEST ELECTRONIC FUNDS TRANSFER (EFT) TERMS AND CONDITIONS**

I hereby authorize Ally Invest Securities LLC and its agents (collectively, "Ally Invest") to initiate credit entries and debit entries between my Ally Invest account and the depository institutions I indicate via the online Electronic Funds Transfer Program (collectively "EFT transactions") provided by Ally Invest. I further authorize adjustments (if necessary) for any entries in error and to credit and/or debit the same between accounts. I further agree that anyone using the user ID associated with my Ally Invest account is authorized to initiate transfers to or from the bank account listed above. I acknowledge and agree that I am bound by, and that the origination of ACH transactions to my account must comply with, the provisions of applicable United States federal and state laws, the National Automated Clearing House Association Operation Rules and Guidelines, and the Terms & Conditions of my Customer Agreement with Ally Invest. I agree to confirm identification of the account at the time of the initial credit entry to such account and to notify Ally Invest immediately if an incorrect entry is posted to the account.

I understand that I or Ally Invest may terminate this Authorization at any time. This Authorization is to remain in effect until Ally Invest has received written or electronic notification from me of its termination. This must be done in such time and manner as to afford Ally Invest and my depository institution a reasonable opportunity to act on my instructions. This Authorization may also be terminated by Ally Invest in the same manner.

By clicking on "I Agree" below, I am certifying under penalty of perjury that a) the bank account information and my Ally Invest account information is correct, b) that I have not been notified that this account is subject to backup withholding, c) that all funds credited to, or debited from, the account are my funds and that the account shall not be used for funds belonging to any third party, d) that I am of legal age to give this authorization, (e) that no other person is required to give authorization for a withdrawal from the bank account or Ally Invest account listed above, (f) there are no limitations on amount or type of a deposit or withdrawal that may occur from the bank account, and (g) that I am an authorized signer on this account.

Notwithstanding the foregoing certifications, in the event that more than one person is required to authorize withdrawals from the bank account I identify, by clicking on "I Agree" below, I agree that only one person shall be required to authorize any subsequent ACH withdrawal request for transfer to my Ally Invest account via the Ally Invest website, and each of us irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent the other in all matters with respect to authorizing EFT withdrawal requests for transfer of funds from the bank account listed above to my Ally Invest account via the Ally Invest website.

If I do not recognize any ACH transaction in my account, I understand I should notify Ally Invest immediately. Ally Invest may provide the means to cancel an ACH transaction and will notify me in writing or provide notice on its website of any such mechanism. Any such notice shall serve to amend the terms of this Authorization to encompass such method.

If Ally Invest receives an ACH transaction request for my account in excess of a certain threshold dollar value (the "Threshold Amount"), Ally Invest will automatically reject such request. The Threshold Amount is currently \$250,000.00 but Ally Invest may change that at any time without notice. Ally Invest will endeavor to provide notice in writing promptly of any such change to the Threshold Amount, but failure to do so will not negate any such change or result in any liability.

Ally Invest may, from time to time, add additional security measures, in its sole discretion, with or without notice. Such security measures may, in some instances, result in an ACH transaction being delayed or rejected. Ally Invest will not be liable for any loss or damages incurred as a result of any delay or rejection of an ACH transaction as the result of such security measures.

**Use and Purpose:** For security reasons, Ally Invest may limit the amount or number of ACH transactions in my account. If Ally Invest suspects that I have used any ACH transaction to conduct an illegal transaction, Ally Invest reserves the right to terminate my ability to conduct future ACH transactions. Ally Invest reserved the right to decline any ACH transaction request at any time, even if there is sufficient spending power available in my account to settle the transaction, if, in its sole discretion, it believes that a transaction is for an improper purpose, is fraudulent, or is otherwise not within the terms of the service as set forth in this Authorization. Ally Invest will not be liable for any incidental or consequential damages incurred by me or any other person as a result of declining any ACH transaction request.

**Available to Withdraw:** My spending power may fluctuate from day to day because it is dependent upon changes in the available cash balance (and, in the case of margin accounts, available margin spending limits) in my account. Promptly after Ally Invest is notified of an ACH transaction request, my spending power is reduced. I promise not to make a transaction that exceeds my spending power. If I attempt to make a transaction that exceeds my spending power, the transaction will likely be declined. If, for any reason, such transaction is not declined, I agree to be responsible for such transaction to the full extent permitted under the applicable Agreements I have with Ally Invest and its clearing broker, Apex Clearing Corporation.

**Payment for ACH Transactions:** On a daily basis, Ally Invest will receive notice of the ACH transactions I have initiated in my account. Funds will automatically be withdrawn from my account to satisfy the debits that are settling that day. I authorize Ally Invest to charge my account in order to pay for transactions that I initiate through any external account. Each transaction shall be considered to be my direction to Ally Invest to charge my account in order to settle the ACH transaction I initiated. When I make a payment using an ACH transaction, the charge or reduction to my spending power generally occurs immediately upon receipt by Ally Invest of the request.

**Payment of Items:** All transactions made using the service will be accumulated daily and charged to my account in any order Ally Invest chooses. Ally Invest will debit my account in the transaction amount on the day a transaction settles, including any fees or other charges associated with the transaction. If I do not have a sufficient available cash balance at the time a transaction settles, if I have a margin account, Ally Invest will settle the transaction by increasing



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my current margin debit (if any), up to my margin spending limit. If I do not have sufficient spending power to settle an ACH transaction request, Ally Invest will decline the request. If Ally Invest inadvertently approves or settles an ACH transaction for which I lack sufficient spending power, I hereby authorize Ally Invest to attempt to reverse the transaction. If Ally Invest is unable to do so, I understand that I will be liable for the full amount of the ACH transaction, even if it exceeds my spending power at the time of settlement.

I understand that margin transactions carry substantially increased risk, including the risk that Ally Invest may be obligated to liquidate my account in part or whole if it falls below its minimum maintenance margin level, and that I will be charged interest on any margin debit incurred. I understand that Ally Invest generally will not issue margin calls in connection with margin deficiencies and that I may not be able to transfer funds into my account quickly enough to prevent liquidation in the event that my account falls below maintenance margin requirements on either an intraday or overnight basis. I understand that the section of my Customer Agreement titled "Margin" has details about the risks of margin trading and Ally Invest's policies in connection with margin deficits, margin calls, and liquidation.

**Limitations on Frequency and Dollar Amounts of Transactions:** For security reasons, Ally Invest may further limit the number or dollar amount of ACH transactions I can make per day, or the maximum amount of any single ACH transaction. Current limits can be found at <http://www.ally.com/invest>.

**Recurring Transactions:** If I intend to engage in recurring transactions, I should monitor my balance and ensure I have funds available in my account to cover the transactions. "Recurring transactions" are transactions that I authorized in advance to be charged to my account at substantially regular intervals. Ally Invest is not responsible if a recurring transaction is declined because I have not maintained a sufficient balance in my account to cover the transaction. If I have authorized a third party to make a recurring transaction and I do not expect to have sufficient spending power in my account to cover the transaction, I also should contact the applicable third party in order to stop the recurring transaction.

**Authorization to Share Information With Third Parties:** Ally Invest will not reveal any information to third parties about my account or any transaction information in connection with my ACH transactions, EXCEPT I hereby authorize Ally Invest to share information concerning my transactions: (1) with its affiliates and agents for the purpose of servicing ACH transactions; (2) where it is necessary for completing my transactions or providing me other services; (3) to other persons and entities in order to resolve disputes arising from ACH transactions; or (4) in any other circumstances contemplated by Ally Invest's Privacy Policy, as furnished separately and updated or amended from time to time by us.

**Liability:** I should tell Ally Invest AT ONCE if I believe that an ACH transaction has been made in my account without my permission. I understand that telephoning is the best way of keeping my possible losses down and that the toll-free number to call is (855) 880-2559.

If I tell Ally invest within 2 Business Days after I learn of an unauthorized ACH transaction and/or the loss or theft of my Ally website credentials, I can lose no more than \$50 if someone



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initiated an ACH transaction and/or used my Ally website credentials to approve an ACH transaction without my permission. If I do NOT tell Ally Invest within 2 Business Days after I learn of an unauthorized transaction and/or of the loss or theft of my Ally website credentials, and Ally Invest can prove they could have stopped someone from engaging in an unauthorized EFT if I had told them, I could lose as much as \$500.

If I do not tell Ally Invest within 60 calendar days after the statement showing the first unauthorized transaction was made available, I may not get back any money I lost after the 60 days if Ally Invest can prove that Ally Invest could have stopped someone from taking the money if I had told them in time. If a good reason (such as a long trip or a hospital stay) kept me from informing Ally Invest, the time period may be extended.

If Ally Invest does not complete a transfer to or from my account on time or in the correct amount according to these terms and conditions, Ally Invest will be liable for my losses or damages. However, there are some exceptions. Ally Invest will not be liable, for instance: (1) if, through no fault of Ally Invest's, I do not have enough spending power to make the transfer; (2) if the system was not working properly and I knew about the breakdown when I started the transfer; (3) if circumstances beyond Ally Invest's control (such as fire or flood) prevent the transfer, despite taking reasonable precautions; or (4) any may be other exceptions stated in the Customer Agreement.

**Error Resolution and Unauthorized Transfers:** In the case of errors or questions about electronic funds transfers, I should telephone Ally Invest at (855) 880-2559, or write Ally Invest at Ally Invest Securities, P.O. Box 30248, Charlotte, NC 28230, or log into my account as soon as I can and engage in a chat with an Ally Invest customer service representative. Ally Invest must hear from me no later than 60 calendar days after the FIRST statement showing the error becomes available. When I contact Ally Invest I will: (1) state my name and account number; (2) describe the error or the transfer I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and (3) state the dollar amount of the suspected error. If I report an unauthorized transaction orally, Ally Invest may require a written statement within 10 Business Days.

Ally Invest will tell me the results within three Business Days after completing its investigation and will correct any error promptly. If Ally Invest decides that there was no error, I will receive a written explanation. I may ask for copies of the documents used in any such investigation.

**No Warranty:** In the event that I pay a third-party, directly or indirectly, for any goods or services through the use of ACH transfers, Ally Invest is not responsible for the delivery, quality, safety, legality or any other aspect of such goods or services. Any disputes regarding any such goods or services must be addressed to the merchants from whom any such goods and services were purchased.

**Disputes:** These Terms and Conditions shall be treated for all purposes as forming a part of the Customer Agreement. Any dispute between me and Ally Invest, arising from anything contemplated by this Terms and Conditions, shall be governed by the pre-dispute mandatory arbitration provision of the Customer Agreement.



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