Manage Debt Service Agreement

Effective February 20, 2024

This Ally Bank Manage Debt Service Agreement ("Agreement"), as amended from time to time, governs your use of and access to Ally Bank's Manage Debt Service. Please read and download, save, and/or print a copy for your records. If you have any questions, call us at 877-247-2559 or visit ally.com. We're here to help 24/7. We value your privacy. Go to ally.com/privacy to review our privacy policy and learn how to manage your preferences.

Please read this Agreement carefully. This Agreement includes, among other things:

1. Acceptance of Terms
2. Description of Ally Bank Manage Debt Plan
3. General Rules and Obligations
4. Your Credit Report
5. Soft Credit Inquiry
6. How to Fix Errors or Dispute Information
7. Not A Credit Repair Function or Contract
8. Account Information From Third Party Sites
9. Use of Social Media
10. Alerts
11. Disclaimer of Warranties
12. Limitation of Liability
13. Other Exclusions and Limitations
14. Indemnity
15. U.S. Government Restricted Rights
16. General
17. Links
18. Modifications to Service
19. Violations
20. Revisions

1. Acceptance of Terms

"Manage Debt Service", "Manage Debt", "Manage Debt Plan", "Debt Service" or the "Service" refers to the debt management and related services designated as such on ally.com or the Ally app, which are made available to you ("you", "your", the "User") by Ally Financial Inc. ("we," "us," or "our") and by our affiliates and third-party providers (together with us, "Ally").

By using the Service, you agree to the terms of this Ally Bank Manage Debt Service Terms and Conditions (this "Agreement"). Be aware that the terms may change throughout your Manage Debt experience.

To access Ally Bank's Manage Debt Plan, you must be:

- At least 18 years old
- A United States (U.S.) citizen or current U.S. resident with a valid U.S. street address (not a P.O. box)

2. Description of Ally Bank Manage Debt Plan

a. The purpose of the Manage Debt Plan is to support financial literacy by illustrating certain strategies you may use for improving your ability to pay down your debt, sequencing debt payments after meeting minimum payments, establishing a plan to pay down your debt, and tracking your progress over time.

b. The tool may make payment sequencing suggestions (e.g. pay off your smallest debt first, then your next-smallest debt, etc.) based on various factors, including but not limited to, your balances, Annual Percentage Rates (APRs), past spending behavior and/or payoff strategy. The Service may consider information unique to you in making suggestions, however we are not aware of all applicable facts and circumstances and any suggestions for managing the debt are not promises or guarantees. The amount and timing of any payment to your debt or credit card is ultimately your responsibility and not ours.

c. The outputs from the Service are based upon information and assumptions you provide.

d. The terms "plan" or "planning," when used by Ally, do not imply that a recommendation has been made to implement one or more financial plans or make a particular investment. Nor does the Manage Debt Service provide you legal, accounting, financial, tax or other advice (including, without limitation, advice on how to improve or repair your credit or credit scores); and you agree that Ally's services and/or websites are not designed or intended to provide any such advice. You should consult your financial, tax and/or legal advisors before implementing any transactions and/or strategies concerning your finances.

e. Any suggestion or representation, such as visuals or graphs, of possible interest savings or debt pay down progress are for illustrative purposes only and may vary based on your individual financial circumstances and the terms made available to you by the applicable third-party company, such as a marketing partner, issuer or lender. Ally disclaims all liability for any errors or omissions in any express or implied suggestions or representations related to possible savings made by Ally or its Unaffiliated Third-Party Providers (as defined below).

f. Interest rates that may be indicated in connection with your use of the Manage Debt Service are obtained from sources we consider reliable but are not guaranteed. Actual rates will depend on lenders' criteria for extending credit, including your creditworthiness, the term of the loan and other factors over which Ally has no control or input.

g. The information provided herein may not be relied on for purposes of avoiding any federal tax penalties. You are encouraged to seek financial, tax and legal advice from your professional advisors.

h. Some of the content may be supplied by companies or individuals that are not affiliated with Ally ("Unaffiliated Third-Party Providers").

i. You understand and agree that, by using the Manage Debt Service or other Services using linked accounts (including other debt and credit tools), you authorize Ally and its Unaffiliated Third-Party Providers, including Plaid, Credit Bureau(s) (as defined below), and other service providers used to obtain your account and transaction information:

- To gain recurring access to your financial account(s), and utility, telecom and other service account(s) (if available in your Service);
- To obtain, use and store financial and service account information (including, without limitation, account names, last 4 account numbers, descriptions and balances, credit limits, due dates, interest rates, reward balances, and recurrences) and transactions (including, without limitation, historical and current transactions, transaction types, amounts, dates and descriptions) (collectively, "Consumer Consent Account and Transaction Data");

- To maintain transactions (e.g. addition of certain utility and mobile telecom bill payment history, including, if available in your Service, electronic bill payments) to your credit or consumer file with a Credit Bureau (“ Credit File”);

- To provide you with personalized offers, including credit opportunities and other products and services that may be available to you through Ally or through unaffiliated third parties (“Personalized Offers”) if such Service is made available to you, and if credit tools are made available to you; and

- For Ally to monitor and provide alerts and insights for your financial and service account information and transactions for your own review, and for the purpose of facilitating Manage Debt Service.

j. Ally and the Manage Debt Service will not consolidate any debts on your behalf. Under the Manage Debt Service, Ally will not act as an intermediary on your behalf with your creditors or otherwise with respect to your debt. You must continue to pay the amount you owe in the manner you agreed to on each individual debt you have taken on and must do so according to the terms and conditions of the agreements you made with your creditors in order to avoid fees, interest, or any other charges that you may incur.

k. Any projections related to estimated interest savings and/or debt pay-off dates are only estimates at a point in time based on User-provided information and do not account for future impacting factors.

3. General Rules and Obligations

By using the Service, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth in this document, which apply equally to Ally and to the Unaffiliated Third-Party Providers. Customers of Ally who create a Debt Service are granted additional levels of access to the website and their relationship with Ally is governed by additional agreements and terms of use.

You understand and agree that the Service may include advertisements and that these advertisements are necessary for Ally to provide the Service. You also understand and agree that the Service may include certain communications from Ally, such as service announcements and administrative messages, and that these communications are considered part of Ally membership, and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, including the release of new Ally properties, shall be subject to the Manage Debt Service Terms and Conditions. You agree not to access the Service by any means other than through the interfaces that are provided by Ally for use in accessing the Service. Should you choose to do so, Ally disclaims all responsibility in regard to the results.

Content is provided on an “as is”, “as available” basis, and neither Ally nor the Unaffiliated Third-Party Providers make any representations as to the suitability of the Service or the materials for any purpose. Ally and the Unaffiliated Third-Party Providers expressly disclaim any and all warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability and accuracy with respect to the Service and the materials.

You agree to provide true, accurate, complete and current information about yourself when prompted to do so by the registration and application forms or requested to do so by Ally. If any information you provide is untrue, inaccurate or not current, or if Ally has reasonable grounds to suspect that such information is untrue, inaccurate or not current, or at any time for any reason allowable by law, Ally, at its sole discretion, has the right to suspend or terminate your account and/or refuse all current or future orders of, use of, and/or access to any Service or Website, or suspend or terminate any portion thereof. You acknowledge and agree that Ally may, in its sole discretion, retain any information you provide in connection with the Service or Website or generated by Ally (or its Unaffiliated Third-Party Providers) while you have a Manage Debt Service with Ally, including any information about you and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If Ally does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

Ally does not prepare, edit, or endorse content from Unaffiliated Third-Party Providers. Ally does not guarantee its accuracy, timeliness, completeness or usefulness, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites. Use of the content from Unaffiliated Third-Party Providers is at your own risk.

Any Credit Bureau data may be delayed according to the rules and regulations applicable to Credit Bureaus and Unaffiliated Third-Party Providers. Neither Ally nor the Unaffiliated Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any Credit Bureau data.

You may close your Debt Service at any time from your plan's page by selecting Update Plan and then Delete Plan or by calling us at 877-247-2559. If you don't link your debt accounts via Plaid to your Manage Debt Plan (or unlink them later), your credit line balances presented in the Debt Service may not be accurately presented. The soft credit pull from the Credit Bureau is a requirement to continue to use the Debt Service.

Ally may close your plan if you haven't accessed it for an extended period of time. We'll notify you by email if we decide to close your plan.

Content is provided exclusively for personal and noncommercial access and use. Ally or Unaffiliated Third-Party Providers' company names, logos and all related product and service names, design marks and slogans are the property of the respective company or its affiliates. You are not authorized to use any such name or mark in any advertising, publicity or any other commercial manner. You may not modify, copy, distribute, publish, license or sell any proprietary content or any derivative work based on such content.

By using the Service, you consent to any form of recording and retention of any communication, information and data exchanged between you and Ally or its representatives or agents.

4. Your Credit Report

We may request consumer credit reports on you in connection with your engagement with the Manage Debt Plan. Should you decide to apply for credit with Ally in the future, an additional credit report will be required at that time. You hereby release us and agree to waive any consequence of us requesting your consumer credit report, including without limitation any impact on your credit score.

You are allowed to receive one (1) free consumer report under the Fair Credit Reporting Act from each of the three (3) U.S. national credit reporting agencies (Experian, Equifax, and TransUnion) ("Credit Bureau") during any twelve (12) month period. You may also be able to receive free consumer reports as permitted by state law (you may contact your state or local consumer protection agency or state attorney general to learn more about your rights under state law). For information on obtaining a free consumer report from Experian, Equifax or TransUnion, you may contact them directly at www.experian.com, www.equifax.com, www.transunion.com.

5. Soft Credit Inquiry

You agree that Ally will initiate a soft credit inquiry —also called a "soft pull"— of your credit report(s) using data on file with the Credit Bureaus that will allow Ally to pull data from your credit report, such as credit score, for uses that may include:

- To create your Debt Service
- To market products and services to you (as a guest or customer)

A soft credit pull will occur once upon the initial creation of your Debt Service and then on a recurring weekly or monthly basis until the Debt Service is closed. Ally will have access to the data provided by the most recent soft credit pull for no longer than three (3) years; any additional data related to the Manage Debt tool will be accessible by Ally for up to seven (7) years.

The soft inquiry will not affect your credit score, which is a numerical representation of your creditworthiness intended to help creditors determine the likelihood of being paid back if they extend credit to you.

You can usually see soft credit inquiries on your own credit reports. You might see language such as “inquiries that do not affect your credit rating” with the name of the requester and the date of the inquiry.

6. How to Fix Errors or Dispute Information

If you think information that we pulled for your Manage Debt Plan is incorrect or inaccurate, you can file a dispute through Equifax.

Remember, lenders and creditors report information at various frequencies. Contact yours if you have a question about your current balance.

7. Not a Credit Repair Organization or Contract

Ally is not a credit repair organization, or similarly regulated organization under other applicable law and does not provide any form of credit repair, credit advice, credit counseling, or any other similar services. Ally offers you access to your consumer report and other credit-related information products, but we do not offer, provide, or furnish any products, or any advice, counseling, or assistance, for the express or implied purpose of improving your credit record, credit history, or credit rating. By this we mean that we do not claim we can “clean up” or “improve” your credit record, credit history, or credit rating and you acknowledge and agree that you will not purchase, use, or access any of our products or the site for such purposes. These items (credit record, history, and rating) are based on your past or historical credit behavior, and accurate and timely adverse credit information cannot be changed. If you believe that your consumer file contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant consumer reporting agency, and follow the procedures established by the various consumer reporting agencies related to the removal of such information.

8. Account Information from Third Party Sites

a. You may direct Ally to retrieve your information maintained online by third-party financial institutions such as your bank or credit card company (collectively, “Other Account(s)”). Ally works with one or more Unaffiliated Third-Party Providers to access Other Account information through the login and password information you provide for the Other Accounts.

b. Ally does not store any User account credentials for Other Accounts. Instead, the Unaffiliated Third-Party Providers store those login credentials in a separate database.

c. In order to make full use of the Service, you will need to link your Debt Service with Other Accounts you maintain at third party financial institutions that have records of your financial transaction history (“Financial Account History”).

d. In order to provide you with the Service, we store your Financial Account History in our databases. Please be aware that any stored Financial Account History may be subject to corruption of data, loss of personalized settings or other interruptions in availability. In addition, any Financial Account History is only as accurate as the information provided to us by our Unaffiliated Third-Party Providers, which may not necessarily reflect your Financial Account History as provided to you by your financial institution. Because of this, it is your responsibility to ensure that your Financial Account History, including due dates and amounts due, is accurate.

e. Ally may use Financial Account History to provide the Service and features to you, including without limitation, determining your potential eligibility for a line of credit or increase in line of credit, determining balances you have at credit card companies, calculating and recommending payment plans, and responding to your questions. Ally is not responsible for the accuracy of the information provided by Unaffiliated Third-Party Providers or maintained by or on third-party sites, or for products or services offered by or on such sites.

f. You agree that when Ally is accessing and retrieving account information from third party sites and financial institutions, Ally is acting as your agent, and not as the agent of or on behalf of the third party.

g. You agree that third parties may rely on this authorization, agency and power of attorney granted by you.

h. In addition, Ally and its Unaffiliated Third-Party Providers may use, modify, display, distribute and create new material using Financial Information to provide the Service to you. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is provided by or about you, may be used by us or our Unaffiliated Third-Party Providers to conduct certain analytical research, performance tracking and benchmarking. We or our Unaffiliated Third-Party Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including, helping to improve products and services and assisting in troubleshooting and technical support.

9. Use of Social Media

You acknowledge that you alone are responsible for evaluating the merits and risks associated with the use of Ally systems, services or products. You acknowledge that you have read, understood and accepted the disclosures and these Manage Debt Service Terms and Conditions that apply to your use of Ally's website and the Services. You understand that for any questions or concerns regarding a particular debt, service or transaction related to a Debt Service, you must contact Ally customer service directly. You acknowledge that service questions posed via social media may not be handled as promptly as through core service channels during our posted business hours.

You understand that certain regulations prevent Ally from publicly responding to individual customer issues. Your complaints or grievances, relative to a specific Manage Debt Service or service of Ally, posted on social media may be removed by Ally from public view and addressed through private correspondence with you and in accordance with Consumer Financial Protection Bureau (CFPB), Fair Credit Reporting Act (FCRA), Equal Credit Opportunity Act (ECOA), Fair Credit Billing Act (FCBA), Electronic Fund Transfer Act (EFTA), Fair Debt Collection Practices Act (FDCPA), and Federal Deposit Insurance Corporation (FDIC) regulations for customer complaints. For any questions or concerns regarding a particular Debt Service, service or transaction, you must contact Ally customer support directly.

10. Alerts

While we do our best to provide timely alerts with accurate information, you understand and agree that alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert.

We do not include your password or full account number in alerts. You acknowledge and agree that alerts are sent to you without being encrypted and that they may include your name and some information about your Manage Debt Service. Depending on the alert, information such as your Debt Service balance, projected payoff

date, or minimum payment amounts may be included. Anyone with access to your email will be able to view the content of these alerts.

We provide all alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate alerts at any time without prior notice to you.

11. Disclaimer of Warranties

You expressly understand and agree that:

a. your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis. Ally expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

b. Ally will make reasonable efforts to maintain the Service; however, Ally is not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, mis-delivery or non-delivery of information, restriction or loss of access, bugs or other errors, unauthorized use due to your sharing of access to the Service or failure to properly protect your log in information, or other interaction with the Service. Ally does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the software will be corrected.

c. any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

d. no advice or information, whether oral or written, obtained through or from the Service shall create any warranty not expressly stated in the MANAGE DEBT SERVICE TERMS AND CONDITIONS.

e. any “moral rights” in posted material have been waived.

12. Limitation of Liability

You expressly understand and agree that Ally shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, reported earnings, data or other intangible losses (even if Ally has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service.

You will not hold Ally and/or Unaffiliated Third-Party Providers liable in any way for:

a. any inaccuracy of, error or delay in, or omission of the content; or

b. any loss or damage arising from or occasioned by: i) any error or delay in the transmission of such content, ii) interruption in any such content due to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other acts of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) any other cause beyond the reasonable control of Ally and/or Unaffiliated Third-Party Providers, or iv) non-performance.

13. Other Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 11 and 12 may not apply to you. In such states, Ally's liability shall be limited to the greatest extent permitted by law.

14. Indemnity

You agree to indemnify and hold Ally and its parents, subsidiaries, affiliates, directors, officers, agents, co-branders, the Unaffiliated Third-Party Providers or other partners, employees and shareholders harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to — whether you are a customer User or not — your access and/or use of, or interaction with, the content, your use of the Service, your connection to the Service, your violation of the MANAGE DEBT SERVICE TERMS AND CONDITIONS, the infringement or violation by you of any intellectual property or other rights of any person or entity, or any act, error, or omission of your use of your account or any User of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law. The User is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

15. U.S. Government Restricted Rights

The materials on the Service are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of Ally's proprietary rights in them, as applicable.

16. General

a. Notices to you may be made via either electronic mail or regular mail.

b. The Service may also provide notices of changes to the MANAGE DEBT SERVICE TERMS AND CONDITIONS or other matters by displaying notices or links to notices to you generally on the Service.

c. The MANAGE DEBT SERVICE TERMS AND CONDITIONS and the relationship between you and Ally shall be governed by the laws of the State of Utah without regard to its conflict of law provisions.

d. You and Ally agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Utah.

e. The failure of Ally to exercise or enforce any right or provision of the MANAGE DEBT SERVICE TERMS AND CONDITIONS shall not constitute a waiver of such right or provision.

f. The MANAGE DEBT SERVICE TERMS AND CONDITIONS constitute the entire agreement between you and Ally and govern your use of the Service, superseding any prior agreements between you and Ally (including, but not limited to, any prior versions of the MANAGE DEBT SERVICE TERMS AND CONDITIONS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Ally services, third-party content or third-party software.

g. If any provision of the MANAGE DEBT SERVICE TERMS AND CONDITIONS or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the MANAGE DEBT SERVICE TERMS AND CONDITIONS remain in full force and effect.

h. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the MANAGE DEBT SERVICE TERMS AND CONDITIONS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the MANAGE DEBT SERVICE TERMS AND CONDITIONS are for convenience only and have no legal or contractual effect.

17. 3rd Party Content

The Service and/or the Unaffiliated Third-Party Providers may provide, or third parties may provide, links to other internet sites or resources. Because Ally does not have any control over such sites and resources, you acknowledge and agree that Ally is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ally shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such content, goods or services available on or through any such site or resource.

The linked sites may contain content and graphics that contain explicit material unsuitable for minors or may otherwise be offensive. If you enter these linked sites, you assert that you are of legal adult age in your jurisdiction to view such materials and the viewing, reading, and/or downloading of content from these linked sites does not violate the community standards of your locality, city, town, county, state, province, country or other community to which you belong, and/or from which you access these linked sites.

18. Modifications to Service

Ally reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Ally shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

19. Violations

Please report any violations of the MANAGE DEBT SERVICE TERMS AND CONDITIONS to Ally by telephone at 877-247-2559, via secure email or contact us at ally.com.

20. Revisions

Ally may at any time revise the MANAGE DEBT SERVICE TERMS AND CONDITIONS by updating this document. You agree to be bound by subsequent revisions and agree to review the MANAGE DEBT SERVICE TERMS AND CONDITIONS periodically for changes. The most updated version of this document will always be available for your review under the Terms & Conditions link that appears on the Ally website.

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