ALLY BANK ONLINE BANKING SERVICES AGREEMENT

Version 30.0, April 15, 2024

This Ally Bank Online Banking Services Agreement, as amended from time to time, ("Agreement") governs your use of and access to Ally Bank's Online Banking Services. Read and download, save, and/or print a copy for your records. If you have any questions, you can speak directly with Customer Care by calling 877-247-2559, 24 hours a day, 7 days a week, or visit www.ally.com.

Read this Agreement carefully. This Agreement includes, among other things:

I. Overview of the Agreement, including definitions

II. A description of Online Banking Services

III. Ally Bank Mobile Services Agreement

IV. Electronic Fund Transfers Disclosure and Terms and Conditions

V. Prohibited uses of Online Banking Services

VI. Ally Bank's limitations on liability for Online Banking Services

VII. Certain other terms and conditions

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Definitions

In this Agreement, the words:

- “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- “Authorized Account Owner” means Primary Owner or Joint Owner, as applicable.
- Account” means Spending Account (our version of a checking account), Money Market Account (“MMA”), Savings Account, Certificate of Deposit (“CD”), Individual Retirement Account (“IRA”) Certificates of Deposit, IRA Savings Account, and CMG NOW Account offered by Ally Bank. A Spending Account refers to an account that you can access with a debit card and/or checks and that allows unlimited transactions. We may use the name “checking” account to describe a Spending Account. For purposes of this Agreement, the phrase “checking” is interchangeable with the word “Spending” when used to describe an account.
- “Ally Bank,” “we,” “us” and “our” mean Ally Bank and any of its affiliates or direct or indirect subsidiaries.
- “Aggregation Service” means an online account aggregation or personal financial management service that retrieves, consolidates, organizes, and presents your accounts for the purpose of allowing you to view your accounts with an Aggregator in a single location. An Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Online or Mobile Banking.
- “Aggregator” means a Third Party who provides an Aggregation Service. An Aggregator does not include a Third-Party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Online or Mobile Banking.
- “Business Days” are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

- “Consumer” means a natural person who has an Eligible Account for which an Online Banking Service is requested primarily for personal, family, or household purposes.
- “Due Date” means the date on which a payment becomes due to a Payee.
- “Eligible Account” means an Account that is eligible for a particular Online Banking Service.
- “Joint Account” is an Account owned by two or more individuals.
- “Joint Owner” means an individual that is an Owner of an Eligible Account with the Primary Owner.
- “Online Banking Services” means our online banking services available for certain Eligible Accounts that can be accessed at www.ally.com or accessed through our mobile and tablet applications. We may add, remove, change, or revise our Online Banking Services offered from time to time. Products and services offered by Ally Financial, Inc. or other affiliates of Ally Bank are not Online Banking Services subject to this Agreement.
- “Owner” means each person who is a named owner of an Eligible Account as indicated in our records.
- “Payee” means an individual or entity to whom or which you make payment through the Online Banking Services or the individual or entity from which you receive eBills.
- “Primary Owner” is the individual Owner who is listed first on the Eligible Account in our records.
- “Scheduled Delivery Date” means the date a payment is scheduled to be delivered to a Payee.
- “Text” means a short electronic message sent and received between two or more mobile phones,
- “Vendor” means any third-party service provider we may engage to perform functions for us under this Agreement.
- “Website” refers to the Ally Bank website, www.ally.com, through which the Online Banking Services are made available.
- “You” and “your” means, as applicable, each Authorized Account Owner (including any Owner) of an Account.

Other capitalized terms are defined throughout the Agreement.

I. Overview

A. What’s Part of This Agreement

Online Banking Services allow you to access and manage your accounts with us online through a supported browser, mobile application, or other hardware and software. See Section II (M) of this Agreement for information about equipment and software requirements.

Certain Online Banking Services are also available as Mobile Services. Review Section III, Ally Bank Mobile Services Agreement, for information specifically applicable to Mobile Services.

Access to and use of Online Banking Services is subject to this Agreement and also to the following, which are considered part of this Agreement as applicable to your Eligible Account(s):

- Terms or instructions appearing on a computer or mobile device screen when enrolling for, activating, accessing, or using any Online Banking Service; and
- Ally Bank’s rules, procedures and policies, as amended from time to time, that apply to the Online Banking Service or any Eligible Account; and
- Debit Card Agreement and Disclosure; and
- Ally Bank Deposit Agreement or
- CMG Deposit Agreement

B. Conflicts between Agreements

If this Agreement conflicts with any other agreements related to your Eligible Account or Online Banking Service, or the other agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Eligible Account or Online Banking Service with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Eligible Account or Online Banking Service that do not appear in this Agreement will continue to apply.

C. Accepting the Agreement and Future Changes

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms, or removing terms from this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date of the revised Agreement, unless an immediate change is necessary as required by law or to maintain the security of the Website or for other legal reasons. You will be notified if we revise, modify or otherwise update this Agreement. **Your use of any of the Online Banking Services after the effective date of the new version of this Agreement will constitute your acceptance of the new version of this Agreement.**

D. Authorized Account Owners and Joint Owners

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any Authorized Account Owner. If we provide notice to one Joint Owner, all Joint Owners are deemed to have received notice. Access to certain Online Banking Services may require Joint Owners to have a unique username, password and other security devices or credentials that may be required by us.

Additional Joint Accounts

Any Joint Owner (for purposes of this paragraph, the “Primary Joint Owner”) may open a new Joint Account with another Joint Owner (for purposes of this paragraph, the “Secondary Joint Owner”) with whom the Primary Joint Owner already owns an existing Joint Account (as of the date of such new Joint Account opening). The Primary Joint Owner is specifically permitted to open the new Joint Account on behalf of the Secondary Joint Owner, without their direct involvement. All Joint Owners acknowledge and agree that this is permissible under this Agreement, and they specifically agree that a Primary Joint Owner may perform all acts necessary for Joint Account opening, including consenting to receipt of all Account information, notices, and legal disclosures electronically, on behalf of the Secondary Joint Owner.

II. Ally Bank Online Banking Services

Subject to the terms of this Agreement, you may use the Online Banking Services to access, use, and manage your Eligible Accounts. The types of Online Banking Services are described generally in this Agreement and more fully on our Website and may change from time to time, at our sole option. You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that can access the Online Banking Services and that you are responsible for all costs associated

with same. Not all transactions and services are available for all products.

A. Overview

Transactions

- Open and fund additional Eligible Account(s) online
- Electronically deposit checks into your Ally eCheck Deposit Eligible Accounts online (“eCheck Deposit”)
- View Eligible Account balance(s) and transactions
- Transfer funds between Eligible Accounts
- Transfer funds to or from accounts at other financial institutions
- Use person-to-person payment service to:
    - Transfer funds to individuals
    - Request and receive funds from individuals
- Use Bill Pay services to:
    - Receive bills from participating Payees (“eBills”)
    - Make payments to Payees
- Request a Wire Transfer
- Set CD Renewal Instructions

Services

- Receive Eligible Account statements
- Receive Online Banking Alerts
- Request CD interest rate increases (“Raise Your Rate CDs”)
- Request CD Early Redemptions
- Change CD Interest Disbursement Settings
- Cancel or stop payment on certain debit transactions
- Electronically dispute transactions
- Send communications to us
- Request IRA distribution
- Add and manage beneficiaries
- Order checks and deposit slips
- Exchange Secure Email messages or chat with our Customer Care department
- Update your profile information
- Manage security settings on your Eligible Accounts
- Other Online Banking Services as they become available

B. Online Banking Services for Eligible Accounts

Below is a summary of the Online Banking Services that are available for each type of Account subject to this Agreement. Note that not all Online Banking Services are available for each type of Account. Certain Online Banking Services are also available as Mobile Services. Review Section III, Ally Bank Mobile Services Agreement, for information specifically applicable to Mobile Services.

	Spending	Savings	Money Market	CDs	IRA	CMG NOW
Online & Mobile Banking	✓	✓	✓	✓	✓	✓
View Statements/Notices	✓	✓	✓	✓	✓	✓
Secure Email	✓	✓	✓	✓	✓	✓
Alerts	✓	✓	✓	✓	✓	✓
Online Chat	✓	✓	✓	✓	✓	✓
Manage Beneficiaries	✓	✓	✓	✓	✓	✓
Stop Payment (Checks)	✓		✓			✓
Internal Transfers	✓	✓	✓	Funding New CDs only		✓
External Transfers	✓	✓	✓	Funding New CDs only		✓
Person-to-Person Payments (Zelle®)	✓	✓	✓			✓
Bill Pay	✓					✓
Ally eCheck Deposit℠	✓	✓	✓	Funding New CDs & adding funds during grace period	NO	✓
Request IRA Distribution					✓	
Manage CD Interest, Renewals and Redemptions				✓		
Request Wire Transfer	✓	✓	✓			✓
Online Disputes	✓	✓	✓			
Digital Direct Deposit Experience	✓	✓	✓			

C. Access to Online Banking Services and Your Obligations

You may access your Eligible Accounts through our Website. In order to do so you must have a username, a password and any other security devices or credentials we may require from time to time along with the required hardware and software as described in this Agreement or on the Website. You must comply with any security procedures and policies we may establish from time to time.

- *Authorized Transactions:* You agree to safeguard your username, password, other security devices or credentials and your Account number(s). If you give someone your Online Banking Service username, password and/or other security devices or credentials, you are authorizing that person to use the Online Banking Service in your name, and you are responsible for all transactions the person performs using your Online Banking Service username, password and other security devices or credentials. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.
- *Log Out:* For your protection, log out after every Online Banking Service session and close your browser to ensure confidentiality.

- *System Maintenance*: At certain times, online access to some or all of your Eligible Accounts may not be available due to system maintenance or circumstances beyond our control. Our Customer Care associates may be contacted 24 hours a day, 7 days a week at **877-247-2559**.

D. Ally eCheck Deposit℠ Agreement

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

1. Eligibility for eCheck Deposit

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

2. eCheck Deposit Fees

There is no charge for eCheck Deposit, but other fees, such as for returned deposit items, may apply. See our Service Fee Chart in the Ally Bank Deposit Agreement.

3. Limits

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

4. Technical Requirements

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

5. Prohibited Checks

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

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

6. Your Representations and Warranties

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

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

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

a. you are entitled to enforce the image;

b. all signatures on the image are authentic and authorized;

c. the image has not been altered;

d. the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;

e. you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer. In addition to these warranties, you covenant that you will comply with this eCheck Deposit Agreement and applicable law.

7. Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use

of eCheck Deposit or your breach of the representations, warranties or covenants set forth in these eCheck Deposit Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

8. Endorsement

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

9. Receipt of Check Image

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

10. Retention of Original Check

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

11. Return Items

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

12. Funds Availability

Eligible checks deposited using Ally eCheck Deposit aren’t subject to Regulation CC funds availability requirements or the Funds Availability Policy in our Ally Bank Deposit Agreement. We may generally

make eCheck deposits available within the timeframes provided in the Funds Availability Policy, including U.S. Treasury check deposits made to your first Ally Bank Spending, Money Market, or Savings Account during the first 30 days.

All other eCheck deposits to your first Ally Bank Spending, Money Market or Savings Account during the first 30 days will be available no later than the fifth business day after the day of your deposit. In addition to the exceptions specified in the Funds Availability Policy, we may delay availability of your money from any eCheck deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you provide.

13. Acceptable Use of eCheck Deposit

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

14. No Warranty

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

15. Limitation of Liability

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

E. Zelle® and Other Payment Services Additional Terms

1. Description of Services

We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or U.S. mobile phone numbers (“Zelle Payment Service,” as further described below).

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle and Other Payment Terms” means these Zelle and Other Payment Services Additional Terms.

In addition to the Zelle Payment Service, we provide other payment services under these Zelle and Other Payment Terms. First, these additional services allow you to send money to people if you provide the Eligible Account information and other contact information for the Receiver; such transactions

are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as "Other Payment Services" in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term "Zelle and Other Payment Services" means the Zelle Payment Service and the Other Payment Services.

The Zelle and Other Payment Services enable you:

- to initiate a Payment Instruction from an Eligible Account to an account at a U.S. financial institution; and/or
- to receive a payment from another User into an Eligible Account, in U.S. dollars.

All payments and receipts of payments must be made through the Website or the Mobile Application and are subject to the terms of this Ally Bank Online Banking Services Agreement (these "Terms") and applicable laws and regulations, in each case as in effect from time to time.

In some instances, receipt of payments may be made through other locations besides our mobile application or Website, such as:

- the Zelle Pay Web site at http://www.zellepay.com or
- the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to these Terms, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed and funds availability may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with the Zelle and Other Payment Services unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Definitions

a. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

b. “Affiliates” are companies related by common ownership or control.

c. “Network Financial Institutions” means financial institutions that have partnered with Zelle.

d. “Payment Instruction” is the information provided for a payment to be made under the applicable Zelle and Other Payment Service, which may be further defined and described below in connection with a specific Zelle and Other Payment Service.

e. “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

f. “Receiver” is a person that is sent a Payment Instruction through the Zelle and Other Payment Services. Senders should ensure that Receivers are known and trusted persons.

g. “Requestor” is a person or business entity that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

h. “Sender” is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Service.

i. “User” means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

j. “Vendor” means companies that we have engaged (and their Affiliates) to render some or all of the Zelle and Other Payments Services to you on our behalf.

k. “Zelle Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

l. “Zelle Small Business Service” means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of “Zelle Payment Service”.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license

3. Payment Authorization and Payment Remittance

When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to these Terms. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will only use the Zelle and Other Payment Services to request money, send money to known and trusted Receivers, or receive money for legitimate and lawful purposes. You agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.

Other than with respect to the Zelle Small Business Service (to the extent made available by us), the Zelle and Other Payment Services are intended for personal, not business or commercial use. You will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise.

Other than with respect to the Zelle Small Business Service (to the extent made available by us), We reserve the right to decline your enrollment or suspend or terminate your use of the Zelle and Other Payment Services if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle Payment Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- authorize a debit of your Eligible Account to send money to another User either at your initiation or at the request of that User; and
- receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments”.

When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle.* The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle.*

By providing us with names and mobile telephone numbers, email addresses of known and trusted Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the

Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Account for the amount of any such Payment Instruction at the time you initiate the Payment Instruction, and to remit funds on your behalf. You also authorize us to credit your Eligible Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

a. If, through no fault of ours, the Eligible Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the balance available for a transfer to your Eligible Account using Ally's Overdraft Transfer Service;

b. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;

c. The payment is refused as described in Section 8 of the Zelle and Other Payment Terms below;

d. You have not provided us with the correct information, including but not limited to:
    i. the correct Payment Instructions or Eligible Account information, or
    ii. the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
    iii. circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

<u>If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again.</u>

4. Payment Amounts

There are limits on the amount of money you can send or receive through the Zelle and Other Payment Services. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Website or the Mobile Application to view your individual transaction limits. We or our Vendor also reserve the right to select the method in which to remit funds on your behalf though the Service, and in the event that your Eligible Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Vendor, or draft drawn against your account

5. Sending Payments

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to:

a. these Terms, and

b. your express authorization at the time of the transaction for a us or another Network Financial Institution to initiate a debit or credit entry to your bank account.

You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 8 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payments Services, you may also initiate:

a. a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and

b. a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates.

Further details about each of these options can be found on the Website.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver

a. provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then

b. provide Eligible Account information in order to complete the Payment Instruction (a “Two-Step Transfer”).

If the Receiver maintains an Eligible Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.

Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.

In most cases, when you are sending money using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. Transfer timing may vary from minutes to three business days when sending to an enrolled receiver, at our discretion and you will be made aware of the timing of your transfer at the time of scheduling the transaction. These are some of the reasons why your transfer may be delayed, however it is not limited to these examples:

- For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money.
- If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. The Zelle Payment Service transfer may take up to two (2) Business Days from the day the intended Receiver responds to the payment notification by enrolling as a User.

If a person to whom you are sending money is not enrolled as a User or may fail to enroll with Zelle, or otherwise ignore the payment notification, then the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

For the Other Payment Services and those Zelle Payment Service payments where the Website or the Mobile Application indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Account, the processing of the Payment Instruction and the debit from your Eligible Account will occur as early as the date that the transaction is initiated. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver’s Eligible Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request

- a one-time Payment Instruction to be initiated on a specified date, or
- a recurring series of Payment Instruction to be initiated on specified dates,

then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Account (even if debited or withdrawn from your Eligible Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Website or the Mobile Application may contain additional information regarding the delivery of a payment to an Eligible Account.

As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the transfer once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) calendar days have elapsed.

You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this these Terms.

6. Receiving Payments

You authorize other Users to transfer payments to you.

Transfers that we receive from another User on your behalf will be credited to your Eligible Account. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions.

Once a User initiates a transfer of money to your email address, mobile phone number, or *Zelle* tag enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 8 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Website or the Mobile App or from an Eligible Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For the Zelle Payment Service, most transfers of money to you from other Users will typically occur

within minutes. There may be other circumstances when the payment may take longer.

- For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money.
- We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.

If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, text message).

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Account, such as if we have questions regarding possible fraud in connection with the payment.

You authorize the Sender, the financial institution which holds the Sender's Eligible Account and us (including through the Website) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
You acknowledge and agree that in the event that funds are transferred into your Eligible Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Vendor to withdraw from your Eligible Account an amount equal to the amount of funds improperly transferred to you.

7. Requesting Payments

You may request money from another User through a Zelle Payment Request.

a. Users to whom you send payment requests may reject or ignore your request.

b. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount of money that you request.

c. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request.

d. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

You also agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to:

a. request money for the payment or collection of an overdue or delinquent debt

b. request money that is owed to another person; or

c. collect any amounts that are owed pursuant to a court order.

You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and

Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts.

You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes.

Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor.

We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Website

a. the applicable service fee will be deducted from payments received by you from a Sender(s), and

b. no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent.

You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with *Zelle* through Zelle Standalone Locations.

8. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Through our Website or the Mobile Application, Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Account has begun.

Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the payment to the Receiver has begun processing.

Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment

or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule.

Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) calendar days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Account or use other reasonable efforts to return such payment to you as permitted by law.

9. Zelle and Other Payment Services Termination, Cancellation, or Suspension

If you wish to cancel the Zelle and Other Payment Services, you may contact us as set forth in Section VII OTHER TERMS AND CONDITIONS. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

10. Consent to Emails and Automated Text Messages.

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag, and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Vendors at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our Affiliates and you further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Check your mobile service agreement for details or applicable fees, as message and data rates may apply.

b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the Receiver of such emails or automated text messages to send

such emails or text messages to the Receiver. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 877-247-2559. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

11. Refused Payments

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under these Terms.

12. Returned Payments

In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle and Other Payment Services.

13. Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Website or the Mobile Application, or the Zelle and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Website or the Mobile Application and/or use of the Zelle and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

14. Prohibited Payments

You agree that you are independently responsible for complying with all applicable laws in all of your

activities related to your use of the Zelle Payment Service, regardless of the purpose of the use. The following types of payments are prohibited, and we have the right - but not the obligation – to monitor for, block, cancel, and/or reverse such payments:

a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

b. Payments that violate any law, statute, ordinance or regulation; and

c. Payments related to:

    a. tobacco products

    b. prescription drugs and devices;

    c. narcotics, steroids, controlled substances or other products that present a risk to consumer safety;

    d. drug paraphernalia;

    e. ammunition, firearms, or firearm parts or related accessories;

    f. weapons or knives regulated under applicable law;

    g. goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity;

    h. goods or services that are sexually oriented;

    i. goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime;

    j. goods or services that defame, abuse, harass or threaten others;

    k. goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;

    l. goods or services that advertise, sell to, or solicit others; or

    m. goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

e. Payments relating to transactions that

    a. support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs,

    b. are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card,

    c. are for the sale of items before the seller has control or possession of the item,

d. constitute money-laundering or terrorist financing,

e. are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges exchanges (including digital currencies such as bitcoin), or check cashing, or

f. provide credit repair or debt settlement services

f. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Vendors be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section VII Other Terms and Conditions of any violations of the General Terms or the Agreement generally.

15. Content Standards; *Zelle* Tags

a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Payment Service any material that:

   a. is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory;

   b. encourages conduct that would be considered a criminal offense or gives rise to civil liability;

   c. breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property;

   d. contains corrupted data or any other harmful, disruptive, or destructive files;

   e. advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or

   f. in Zelle’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Payment Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

b. Although neither we nor *Zelle* have any obligation to monitor any content, both we and *Zelle* have absolute discretion to remove content at any time and for any reason without notice. We and *Zelle* may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and *Zelle* make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Payment Service.

c. The Zelle Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “*Zelle* tag.” You will be limited to one *Zelle* tag per bank account, and each *Zelle* tag must have one U.S. mobile phone number or email address associated with it. Your *Zelle* tag must meet the Content Standards. You may not select a *Zelle* tag that misleads or deceives other Users of the Zelle Payment Service as to your identity, or otherwise.

Although neither we nor *Zelle* have any obligation to monitor User *Zelle* tags, both we and *Zelle* have absolute discretion to remove a User *Zelle* tag at any time and for any reason without notice. We and *Zelle* may require you to change your *Zelle* tag in our sole discretion, and we may elect to make a *Zelle* tag unavailable to you, without any liability to you. We and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a particular User of the Zelle Payment Service. We respect the intellectual property of others and require that users of the Zelle Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle Payment Service that is subject to intellectual property rights claims.

16. Information Authorization

Your enrollment in *Zelle* may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle and Other Payments Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Account. You further understand and agree that we reserve the right to use personal information about you for our and our Vendors' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle and Other Payments Services and the content and layout of the Website. Additionally, we and our Vendors may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Vendors shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Vendors may use, store and disclose such information acquired in connection with the Zelle and Other Payments Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle and Other Payments Services.

a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to us and our Vendors to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. Device Data. We may share certain personal information and device-identifying technical data about

you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

17. Wireless Operator Data

In addition to all of the terms outlined in this Agreement, you acknowledge that we or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle and Other Payment Services. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to us or our Vendors, which they may use for the duration of our business relationship, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy at https://www.zellepay.com/privacy-policy for how it treats your data. Review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

18. Consent to Share Personal Information (Including Account Information)

You consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

a. As necessary to resolve a problem related to a transfer or payment between you and another User;

b. To verify the existence of your bank account, or debit card, as applicable;

c. To comply with government agency or court orders;

d. To share with our affiliates, as permitted by law;

e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;

f. To comply with inquiries in connection with fraud prevention or any investigation;

g. For our general business purposes, including without limitation data analysis and audits; or

h. As otherwise permitted by the terms of our Privacy Policy.

19. Your Liability for Unauthorized Transfers

Section C (Liability for Unathorized Transfers from your account) of Section IV. Electronic Fund Transfers Disclosure and Terms and Conditions shall not apply to the Zelle Payment Service.

Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in section M. Bank Contacts of the

Electronic Transfers Disclosure and Terms and Conditions. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you.

If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Accounts used for personal, family and household purposes.

20. Liability

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have any liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE ZELLE PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND PEOPLE WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS THAT YOU DO NOT TRUST. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE PAYMENT SERVICE. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

21. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. *ZELLE* DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS

AVAILABLE" BASIS.

22. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE *ZELLE* PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

23. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in these Terms, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of these Terms.

24. Zelle and Other Payment Services Release

You release us and our Affiliates and Vendors and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Website or the applicable Zelle and Other Payment Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

F. Bill Pay

1. Consent to the Terms of this Agreement

By using the Ally Bank Bill Pay Service (the "Service" or "Bill Pay"), you agree to the terms of this Agreement.

2. Eligibility for Bill Pay

The Service enables you to receive, view and pay bills. To use the Service, you must have an Ally Bank Spending Account in good standing (an "Eligible Account"). In addition, subject to the terms of this Agreement, you may only use the Service for personal, family or household purposes. You cannot use it for or on behalf of any business, partnership, corporation, proprietorship, organization, or other entity.

3. Joint Accounts

If the Eligible Account is a joint account, you and any joint owner consent to our disclosing all information concerning any bill payments, completed, pending, and scheduled, to any joint owner. A joint owner may use the same Eligible Account for his or her individual use of the Service. Each owner of the Eligible Account is jointly and severally liable for all obligations incurred by the other owner's use of the Service. Each owner must individually enroll in the Service and, if so enrolled, each owner will have a separate Payee list and payment history.

4. Payment Authorization

When setting up Payees and payments in Bill Pay, you must provide us with information on your Payee accounts. You must make sure this information is accurate and complete, and you agree to update it as necessary to keep it accurate and complete. We will use this information to facilitate your use of the Service, and for accessing Payee websites on your behalf.

By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions that we receive from you. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

There are limits to the amounts you can pay. The Bill Pay screens will notify you if you attempt to exceed a limit. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Service to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

We have no obligation to notify you if we cannot complete a payment because there are not sufficient available funds in your Eligible Account to process the payment. In that case, you are responsible for making alternative payment arrangements.

You may make payments to anyone in the United States, including its territories. Payments to Payees outside the United States are prohibited.

You may not use Bill Pay to make payments on behalf of a third party. If you do so, we have the right to terminate your use of Bill Pay.

5. Scheduling a Payment

We will display the earliest possible Scheduled Payment Date for each of your Payees (typically at 10:00 p.m. Eastern Time five (5) or fewer Business Days from the current date) when you are scheduling the payment. Some cut-off times may be earlier, and all cut-off times will be displayed for

each Payee. Therefore, you cannot select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee's billing statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late payment date or grace period. Depending on the method of payment, your Eligible Account may be debited prior to the Scheduled Payment Date. For example, if the method of payment is a check, we will create a check known as a Laser Draft and send it to the Payee. If the check arrives earlier than the Scheduled Payment Date due to faster than expected delivery by the postal service, and the Payee immediately deposits the check, your Eligible Account may be debited earlier than the Scheduled Payment Date. In some cases, we may issue a check drawn on an account of our Vendor to make a payment on your behalf.

6. The Service Guarantee

Due to circumstances beyond our control, particularly delays in the handling and posting of payments by Payees, some transactions may take longer to be credited to your account with the Payee. We will be responsible for any late payment related charges up to $50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the *Scheduling a Payment* Section above.

7. Authorization to Debit the Eligible Account

By instructing us to make a payment, you authorize us to debit your Eligible Account and remit the funds on your behalf to the Payee so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize us to credit your Eligible Account for payments returned to us as undeliverable by the United States Postal Service or by the Payee as not posted, or for payments remitted to you by another person.

8. Payment

You agree that you will initiate a bill payment only when there is (or will be) sufficient available funds in your Eligible Account at the time your payment is scheduled to be made. If there are not enough funds available to complete the payment, we or our Vendor may either (a) complete the payment by advancing funds on your behalf or (b) refuse to complete the payment, without regard to whether we may have previously established a pattern of honoring or dishonoring such payments. You agree to pay any fees we may impose, which may vary depending on the action we take. Any negative balance on your Account, or the amount of any advance of funds, is immediately due and payable, unless we agree in writing, and you agree to reimburse us and our Vendor for any expenses incurred in recovering any monies due and owing, including reasonable attorney fees and expenses.

At our option, if there are insufficient funds in your Bill Pay Eligible Account on the Scheduled Delivery Date, we may, in our discretion, attempt to debit such payment on a later Business Day.

If our Vendor advances funds on your behalf to complete a payment for which there are not enough funds in your account, you will immediately owe repayment of the amount of the advance directly to our Vendor. Either we, our Vendor, or our Vendor's collection agency or attorney may contact you to notify you of the advance and your immediate obligation to repay it to the Vendor.

You agree to immediately repay the amount of any advance made by our Vendor on your behalf to

complete a payment for which there are not enough funds in your account by following the instruction of Ally Bank or our Vendor. We or our Vendor may instruct you to repay the advance by depositing adequate funds in your Bill Pay Eligible Account, in which case, we will transfer those funds to repay our Vendor on your behalf. Alternatively, we or our Vendor may instruct you to make the required repayment directly to our Vendor.

We may suspend your access to the Service if you owe money to us or to our Vendor for an advance made on your behalf. We and our Vendor are authorized to report the facts concerning the debt to any consumer reporting agency.

Our Vendor is a third-party beneficiary of your obligation to repay the amount of any advance made by the Vendor for the purpose of completing a payment.

Whether or not any advance is made or repaid, you are obligated directly to Ally Bank for the amount of overdraft in the event that your account does not have sufficient funds to complete a payment.

Either we or our Vendor, or both, may contact you regarding your requested bill payments, any advance made to complete a payment, or your repayment of any advance.

9. Prohibited Payments

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay services, regardless of the purpose of the use. The following types of payments are prohibited, and we have the right - but not the obligation – to monitor for, block, cancel, and/or reverse such payments:

a. Payments that violate any law, statute, ordinance or regulation

b. Payments that violate the terms of the Agreement,

c. Payments that impose an unreasonable or disproportionately large load on our infrastructure,

d. Tax payments and court ordered payments.

e. Unlawful internet gambling transactions or other unlawful activity.

f. Transactions that would result in payments to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury,

g. A payment that would violate (or cause Ally Bank to violate) any economic sanctions laws or regulations of the United States, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

In no event shall we or our Vendors be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

10. Collection and Attorney Fees and Costs

If we or our Vendor advance funds on your behalf to complete a payment for which there are not sufficient funds in your account to reimburse us or our Vendor for the payment, you will immediately repay us or our Vendor for the amount advanced. Either we or our Vendor may contact you to notify you of the advance and your immediate obligation to repay it to us or our Vendor. If you do not immediately repay the amount owed, you agree to pay all collection agency fees and costs and/or attorney's fees and court costs if we or our Vendor refer your obligation to repay to a collection agency and/or an attorney for collection.

11. Limitation on the Liability of the Service

We will attempt to make all your payments properly. However, we shall incur no liability and our Service Guarantee (as described above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

a. If, through no fault of ours, your Eligible Account does not contain sufficient available funds to complete the transaction;

b. Our vendor's payment processing center is not functioning properly, and you know or were advised by us about the malfunction or issue before you execute the transaction;

c. You have not provided us with the correct Eligible Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

d. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we and our vendor have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Eligible Account or cause funds from your Eligible Account to be directed to a Payee which does not comply with your payment instructions, we will be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges up to $50.00.

12. Payment Cancellation Requests

You may cancel or edit any scheduled payment (including recurring payments) by following the directions shown on our website. There is no charge for canceling or editing a scheduled payment. Once we have begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

13. Stop Payment Requests

Our ability to process a stop payment request on a Bill Pay check will depend on the payment method and whether or not a check that has been issued has been finally paid. We may also not have a reasonable opportunity to act on any Bill Pay stop payment request after a Bill Pay payment has been processed. If you desire to stop any Bill Pay payment that has already been processed, you must contact the Ally Bank Contact Center as soon as possible. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your

request to stop a Bill Pay payment in writing within fourteen (14) days of any oral request. The charge for each stop payment request will be the current charge for such service as set out in our Service Fee Chart.

14. Exception Payments Requests

"Exception Payments" are payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. Exception Payments are not covered by the late payment portion of the Service Guarantee. We have no obligation to research or resolve, or honor any claim resulting from an Exception Payment.

15. Bill Delivery and Presentment (eBills)

The Service includes a feature that electronically presents you with electronic bills (called "eBills") from people or entities that send you invoices or bills ("Billers"). Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. Only one electronic bill will be provided for a jointly owned Eligible Account. In addition, if you elect to activate one of our electronic bill options, you also agree to the following:

a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it as one of your Billers, and (b) the Biller has arranged with us or our vendor to deliver electronic bills. We may then present you with electronic bills from that Biller if either (1) you affirmatively elect to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. We do include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on our records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use

someone else›s information to gain unauthorized access to another person›s bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller, for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

h. Cancellation of electronic bill notification. The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

i. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

16. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we or our Vendor will disclose information to third parties about your account or the transactions you make in the following situations either pursuant to our Privacy Policy or in the following circumstances:

a. Where it is necessary for completing transactions;

b. Where it is necessary for activating additional services;

c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or a Payee or Biller;

d. To a consumer reporting agency;

e. To a collection agency;

f. In order to comply with a governmental agency or court orders; or,

g. If you give us your written permission.

17. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Any applicable fees will be disclosed on our website, in our Online Banking Services Agreement and/or within our Ally Bank Deposit Agreement. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of the fee from your Eligible Account.

18. Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in the *Prohibited Payments* Section below or an Exception Payment under this Agreement.

19. Returned Payments

You understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to (a) Biller's forwarding address expired; (b) the account number you provided is not valid; (c) the Payee is unable to locate your account; (d) or the account is paid in full. We will attempt to research and correct the returned payment and return it to your Payee or void the payment and credit the payment amount back to your Eligible Account. You may or may not receive notification from us about a returned payment.

20. Authorization to Obtain Financial and Other Information

You agree that we have the right to obtain financial and other information regarding you and your accounts at any Payee (for example, to resolve payment posting problems or for verification).

21. Termination of Bill Pay

We may, at our sole discretion, terminate your use of the Service without prior notice. If we terminate your use of Bill Pay, some of your online bill payment information may be deleted, such as pending and recurring payments and eBills and are your sole responsibility. If you decide to stop using the Service, we strongly suggest that you cancel all future bill payments at the same time, either by deleting those payments yourself or by calling Ally Bank at 877-247-2559. This will ensure that future payments made by you will not be duplicated.

G. Payment Services Shared Terms (Zelle and Other Payment Services and Bill Pay)

1. Third-Party Service Providers (“Vendors”)

We use one or more unaffiliated third-party service providers (referred to as “Vendors”) to act on our behalf in maintaining, servicing and processing payment instructions related to Zelle and Other Payment Services and Bill Pay. However, we are the sole party liable to you and any third party for any payments or transfers conducted using the Zelle and Other Payment Services or Bill Pay. You agree that we have the right under this Agreement to delegate to Vendors all of the rights and performance obligations that we have under this Agreement, and that the Vendors will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. We and our Vendors may share with each other information about you and your Eligible Account for the purpose of providing Zelle and Other Payment Services and Bill Pay payment services, including making payments, and obtaining repayment of advances and payment of fees and expenses. All of our Vendors are required to implement appropriate measures to protect the privacy and security of your non-public personal information. Bill Pay payments processed as paper checks (other than Laser Drafts) may show that they are drawn by our Vendor rather than by you or Ally Bank.

2. Receipts and Transaction History

You may view your transaction history by logging into the Zelle and Other Payment Services or Bill Pay and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

3. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Zelle and Other Payment Service and Bill Pay. Any applicable fees will be disclosed on our website, in this Online Banking Services Agreement and/or within our Ally Bank Deposit Agreement. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of the fee from your Eligible Account. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 8 of the Payment Services Shared Terms (Zelle and Other Payment Services and Bill Pay) (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Account.

4. Notices to You

You agree that we or our Vendor may provide notice to you by posting it on the Website, sending you an in-product message within the Zelle and Other Payment Services or Bill Pay, emailing it to an email

address that you have provided, mailing it to any postal address that you have provided, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

5. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

6. Intellectual Property

All other marks and logos related to the Zelle and Other Payment Services and Bill Pay are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us, Zelle and Other Payment Services and Bill Pay or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Website through which the Zelle and Other Payment Services and Bill Pay are offered, the technology related to the Website, Bill Pay and Zelle and Other Payment Services and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Website or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

7. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Vendors have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or

expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Website through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Website or Service, or interfere or attempt to interfere, with the Website or the Service; or (j) may cause us or our Vendors to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section VII OTHER TERMS AND CONDITIONS of any violations of the General Terms or the Agreement generally.

8. Failed or Returned Payment Instructions

In using Bill Pay and/or Zelle and Other Payment Services, you are requesting that we or our Vendor attempt to make payments for you from your Eligible Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Account (for example, there are insufficient funds in your Eligible Account, or the Payment Instruction would exceed the balance available for a transfer to your Eligible Account using Ally's Overdraft Transfer Service, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Vendor may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Vendor. In each such case, you agree that:

a. You will reimburse our Vendor immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in your eligible account, or an insufficient balance available for a transfer to your Eligible Account using Ally's Overdraft Transfer Service to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Vendor or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Account, or the transaction would exceed the balance available for a transfer to your Eligible Account using Ally's Overdraft Transfer Service, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged and you hereby authorize us and our Vendor to deduct all of these amounts from your designated Transaction Account, including by ACH debit;

c. Vendor is authorized to report the facts concerning the return to any credit reporting agency.

9. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

10. Conflicts

If any provision of these shared payment terms conflict with any provision of the Ally Bank Online Banking Services Agreement or the Ally Bank Deposit Agreement, then these shared payment terms control with respect to any aspect of the Zelle and Other Payment Services and Bill Pay.

H. Online Banking Alerts

Automatic Alerts: We may automatically send you email and/or text alerts based on your preferences when certain changes or other events occur such as when you change your password or when a recurring

transfer begins processing (“Automatic Alerts”). These Automatic Alerts help us to protect the security of your Online Banking Services.

Subscription Alerts: You may choose to sign up to receive certain email and/or text alerts related to your Alerts Eligible Account such as Eligible Account balances or when you have non-sufficient funds in your Eligible Account (“Subscription Alerts”).

The following apply to both Automatic Alerts and Subscription Alerts:

- While we do our best to provide timely Alerts with accurate information, you understand and agree that your 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 Eligible Account(s). Depending on the Alert, information such as your Eligible Account balance, Payee names, or transaction 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.

I. Account Aggregation Service Terms of Use

These Account Aggregation Service Terms of Use (Terms) will govern your use of the account aggregation service made available to you by Ally Bank. These Terms are a supplement to any existing Online Services Agreement you have with Ally Bank, its subsidiaries or affiliates. **The ACCOUNT AGGREGATION SERVICE is provided as a convenience and should not be considered a substitute or replacement for account statements or other documentation provided by Ally or OTHER THIRD-PARTY account providers. Consult your official account statements for information regarding your account balances, transactions or investments.**

1. Acceptance of Terms

By aggregating accounts and other financial assets and liabilities, you consent to and agree to be bound by these Terms. If you do not accept these Terms, you will not be entitled to use the account aggregation service.

2. Adding Accounts, Assets and Liabilities

a. Accurate Information

You represent and agree that all information you provide in connection with the account aggregation service is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the account aggregation service, and that you have the authority to (i) designate us and our Vendors as your agent, (ii) use the account aggregation service, and (iii) give us and our Vendors, the passwords, usernames and all other information you provide.

b. Agent Relationship

You grant us and our Vendor the right to access information at third party sites on your behalf. You authorize us and our Vendors to use such information, including data, passwords, usernames, PINS, personally identifiable information or other content you provide through the account aggregation service to retrieve data on your behalf for purposes of providing the account aggregation service. Third-party sites shall be entitled to rely on the authorization granted by you or through your account. You understand and agree that the account aggregation service is not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR VENDORS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

c. Third-party Accounts

With respect to any third-party sites we may enable you to access through the account aggregation service or with respect to any non-Financial Institution accounts you include in the account aggregation service, you agree to the following:

- You are solely responsible for maintaining the confidentiality of any username, password or other access credential necessary to access the account aggregation service. Further, you are responsible for all activities that occur in connection with such access credentials, including use of the account aggregation service, all instructions electronically transmitted, or any data or information obtained using your access credentials. Neither we nor our Vendor shall be under any duty to inquire as to the authority or propriety of any instructions given to us or our Vendor by you or via your access credentials and shall be entitled to act upon any such instructions, and neither we nor our Vendor shall be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your access credentials. As an authorized user of the account aggregation service, you accept full responsibility for the monitoring of your accounts. **YOU AGREE TO NOTIFY US IMMEDIATELY IF YOU BECOME AWARE OF ANY UNAUTHORIZED ACTIVITY, DISCLOSURE, LOSS, THEFT OR OTHER UNAUTHORIZED USE OF YOUR ACCESS CREDENTIALS. YOU AGREE TO COOPERATE WITH US IN ANY INVESTIGATION AND AGREE TO TAKE CORRECTIVE MEASURES TO PROTECT YOUR ACCOUNTS FROM FURTHER FRAUDULENT ACTIVITY.**
- You are solely responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that these Terms do not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
- Any links to third-party sites that we may provide are for your convenience only, and we nor our Vendors sponsor or endorse those sites. Any third-party services, which you may be able to access through the account aggregation service, are services of the listed institutions and they are solely responsible for their services to you. Neither we nor our Vendors have responsibility for any transactions and inquiries you initiate at third-party sites and are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

d. Limitations of Account Aggregation Service

When using the account aggregation service, you may incur technical or other difficulties. Neither

we nor our Vendors are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the account aggregation service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our Vendors reserve the right to change, suspend or discontinue any or all the account aggregation service at any time without prior notice.

e. Termination

YOU MAY TERMINATE YOUR USE OF THE ACCOUNT AGGREGATION SERVICE BY DELETING ALL EXTERNAL ACCOUNTS YOU HAD PREVIOUSLY ADDED, AS WELL AS ASSETS OR LIABILITIES ENTERED BY YOU INTO THE ACCOUNT AGGREGATION SERVICE. YOU MAY NOT DELETE YOUR ALLY BANK ACCOUNTS.

f. Use of Aggregated Data and Privacy

We and our Vendors may use the data you aggregate to market other Ally products and services, and for other permissible business purposes. Any existing privacy or marketing preferences you have with us will not be impacted when you use the account aggregation service.

Anonymous, aggregate data, comprising of financial account balances, other financial account data, or other available data that is collected through your use of the account aggregation service, may be used by us and our Vendors to conduct certain analytical research, performance tracking and benchmarking. Our Vendors 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 but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. **YOUR PERSONALLY IDENTIFIABLE INFORMATION WILL NOT BE SHARED WITH OR SOLD TO THIRD PARTIES.** Except as otherwise provided herein, we or our Vendors may store, use, change, or display such information or create new content using such information.

g. Disclaimer

The account aggregation service is not intended to provide legal, tax or financial advice. The account aggregation service, or certain portions and/or functionalities thereof, are provided as strictly informational in nature and with the understanding that neither we or our Vendors are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. We and our Vendors specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use of the account aggregation service. Further, we and our Vendors are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the account aggregation service or any materials or information accessible through it. Past performance does not guarantee future results. We and our Vendors do not warrant that the account aggregation service complies with the requirements of the FINRA or those of any other organization.

J. Savings Buckets and Boosters Terms of Use

This section governs your use of savings buckets and boosters. Access to savings buckets and boosters requires an eligible Online Savings Account (OSA).

1. Acceptance of Terms

By establishing savings buckets or boosters, you agree to these terms. You can find details for setting up savings buckets and boosters on your OSA details page.

a. **Savings Buckets**
Lets you divvy up your savings into sub-categories, all within the same account. Each Savings Account can have up to 10 buckets.

b. **Savings Boosters**
Automated tools you can use to accelerate your savings. Here are the basics about each booster:

- **Surprise Savings** – Analyzes your linked checking accounts for safe-to-save money and then automatically transfers it to your Savings Account. You can use an Ally Bank Spending account or a checking account at another financial institution. If you choose to link a checking account at another financial institution, you'll need to enroll the account in our Account Aggregation Service.
- **Recurring Transfer** – Moves a specified amount of money from one or more accounts you own into your Savings Account on a regular schedule.
- **Round Ups** – Monitors your linked Ally Bank Spending accounts for Round Up-eligible transactions and calculates the difference to the next whole dollar. (Eligible transactions don't include bank fees.) When the accumulated amount reaches or exceeds $5.00, we'll transfer the money to your Savings Account. A Round Up transfer will never exceed $20.

2. Authorization for Electronic Fund Transfers to Your Linked Accounts

By setting up boosters and linking eligible accounts, you authorize us to initiate Electronic Fund Transfers (EFTs) from your linked accounts and represent that you're authorized to make transfers from these linked accounts. This authorization will remain in effect until you cancel your booster.

3. Limitations on Withdrawals

There's no limit on the number of transfers you make between the buckets in your Savings Account or the number of deposits you can make to your Savings Account. However, there are limits on the number of withdrawals and transfers you can make from your Savings Account to other accounts, whether at Ally Bank or another financial institution. See the Deposit Agreement for more details on transaction limits.

4. Fees

We don't charge a fee to use the buckets and boosters. However, we can't promise another financial institution won't assess any fees on your linked account at that institution. You'll need to contact your external financial institution directly about what fees they may charge.

5. Amount and Frequency of Booster Transfers

c. **Surprise Savings**
We use advanced analytics for the Surprise Savings booster to review your linked checking accounts and automatically move money from those accounts to your Savings Account. By setting up this booster, you authorize us to make transfers from your linked accounts

in varying amounts and frequencies. Transfer amounts can vary from $1 to $100 per transfer for each Surprise Savings booster you set up. Transfers can happen on Mondays, Wednesdays, and Fridays, although we won't process transfers on bank holidays. We won't start a transfer if the balance in your linked account is less than $100.00 when we review the linked account.

You have a legal right to receive notice of varying transfer amounts at least 10 days before the scheduled date of the transfer, but you agree to receive notice on the day we start the transfer due to booster functionality.

d. **Recurring Transfers**
You'll choose the amount and frequency of your transfers when you set up the Recurring Transfer booster.

e. **Round Ups**
The amount and frequency will vary based on activity in the account you link for Round ups. Each Round Ups transfer will be between $5 and $20. Transfers can happen as often as once a day Monday through Friday, although we won't process transfers on bank holidays. We won't start a transfer if the balance in your linked account is less than $100 when we review the account.

You have a legal right to receive notice of varying transfer amounts at least 10 days before the scheduled date of the transfer, but you agree to receive notice on the day we start the transfer due to booster functionality.

6. Termination of Buckets and Boosters

The account owner who established the booster has the right to cancel the booster by logging in and deleting the booster. If you delete a booster, any pending transactions will keep processing, but any scheduled future transactions will be canceled. Deleting a linked account through the Account Aggregation Service will also delete any Surprise Savings Boosters linked to that account.

We reserve the right to suspend or terminate your use of savings buckets or boosters for any reason.

K. Spending Buckets

This section goes into detail about spending buckets. You'll need an Spending Account to use this feature.

1. Acceptance of Terms

By using spending buckets, you agree to these terms. You can find details for setting up spending buckets on your account details page and within this section of the Online Banking Services Agreement.

2. Spending Buckets Tools and Functions

a. **Basic Information**
Like digital envelopes, spending buckets let you stash money aside for bills, expenses, and anything else you have coming up – all within your Spending Account. You decide how much to set aside and how often you'll spend it. We can automatically distribute money to your

bucket, or you can do it yourself. We can also automatically pull money out of your bucket every time you shop at businesses you've added to your bucket.

We may limit the number of buckets you can create at any time. You can edit or delete buckets at any time.

Keep in mind, spending buckets are purely digital budgeting tools. We'll look at your account's available balance, not your bucket balance, when determining whether to approve or decline a transaction.

b. **Track Spending from a Business**
Add businesses to your buckets, and we'll automatically take money out as you spend. We keep a list of nationally recognizable businesses that you can search from. We may update this list over time, but we can't guarantee you'll be able to find and add any particular business to your bucket. You can't add a specific business to more than one bucket.

Also, you should know that spending buckets aren't a replacement for Bill Pay. You are still responsible for paying your bills. Any bills due will need to be set up by you in Bill Pay or paid manually by you through check or an external third-party.

c. **Unbucketed**
Your unbucketed balance is the money in your account that's not tied to your buckets. It's your current balance minus your total bucket balance.

When you make a transaction from a business that's not assigned to any of your buckets, it'll show up in your unbucketed spending.

d. **Transaction Description**
You may notice that the business names in your bucket activity look slightly different than the ones on your traditional bank statements. We did this to make it easier for you to search and identify businesses to add to your buckets.

v. **Automatic Distributions**
When you select "We'll do it for you" in bucket setup, every morning we'll see if you have unbucketed money. If you do, we'll:

1. Look for buckets that have automatic distributions set up
2. Find buckets that haven't reached their target spend amount yet within a spending cycle
3. Move money to the bucket you're planning to spend from first
4. Continue moving money to your buckets by date needed until they reach their target amount or your unbucketed balance hits zero

Allow about a day for us to distribute any new money that comes into your account to your buckets.

f. **Overspending Buckets**
If you spend more money at a tracked business than you have available in your spending bucket, the transaction will still go through as long as you have enough money in your Spending Account. We'll just have to move some money around in your account.

If you overspend a bucket, we'll pull money from your unbucketed balance first. If your unbucketed balance hits zero, we'll have to dip into your other buckets, starting with the bucket you're planning on spending from last. If two buckets have the same spend date and balance, we'll pull money from whichever bucket you created first.

If you overdraft your account's available balance, we may use CoverDraft and/or Overdraft Transfer Service as a safety net and still cover your transaction. See our Deposit Agreement for more information.

g. **Moving Transactions**
You can move transactions between your spending buckets as well as from your unbucketed spending. But you can't move transactions from your spending buckets to unbucketed spending.

h. **Alerts and Push Notifications**
We may send you event-driven notifications to help keep you informed of your Spending Buckets activity.

The delivery of these alerts is subject to the same terms and conditions as noted in section H. Online Banking Alerts, in this Online Banking Services Agreement.

3. Fees

We don't charge a fee to use spending buckets.

4. Availability of Service

We'll make reasonable efforts to fill and draw down your spending buckets based on the information you provide. Note, though, there are things we can't control about telecommunication systems and so there may be times when the spending buckets feature isn't available. We can't guarantee we'll process transactions or send you notifications.

5. Termination of Spending Buckets

We reserve the right to end or suspend your ability to use spending buckets at any time without advance notice. You can unenroll from spending buckets at any time by deleting all of your spending buckets. Keep in mind, we reserve the right to keep records of your bucket transactions even if you're unenrolled.

L. Digital Direct Deposit Experience

This section goes into detail about different avenues we provide you to set up direct deposit with your payment provider. You'll need an Eligible Account, which may be an Ally Bank Spending, Money Market, or Savings Account, to use these features.

1. Acceptance of Terms

By setting up direct deposit using the tools we offer, you agree to these terms. You can find details for setting up direct deposit on our website and mobile app and within this section of the Online Banking Services Agreement.

It may take 1-2 pay cycles for your direct deposit to start hitting your account after you set it up.

We may process your qualifying direct deposit up to 2 business days earlier than the effective date for Eligible Accounts, but keep in mind that early direct deposit isn't guaranteed and we may limit early direct deposit transactions by frequency and dollar amount. See our Deposit Agreement for more information on early direct deposit.

2. Setting Up Direct Deposit

You'll need to provide your account and routing numbers to whoever pays you. You may do this through our automated direct deposit setup tool using our third-party payroll-connectivity provider, or by using our direct deposit form. Some payment providers may limit how you set up direct deposit.

a. **Digital Setup**
You may be able to set up direct deposit to your Eligible Ally Bank Account right from our website or mobile app through our automated direct deposit setup tool using our third-party payroll-connectivity provider. Keep in mind that our third-party provider has their own Privacy Policy and Terms of Use.

b. **Direct Deposit Form**
We can provide you with a prefilled or blank direct deposit form. If you have more than one Eligible Ally Bank Account and your employer or payment provider allows you to split your direct deposit, you can add up to two Eligible Ally Bank Accounts per form.

3. Alerts

Ally Bank may send you event-driven notifications when you set up and manage direct deposit through our automated direct deposit setup tool.

The delivery of these alerts is subject to the same terms and conditions as noted in section H. Online Banking Alerts, in this Online Banking Services Agreement.

4. Availability of Service

We'll make reasonable efforts to accommodate attempts to set up direct deposit digitally through our website and mobile app. However, there may be times when our automated direct deposit setup tool or direct deposit form isn't available.

5.Termination of Direct Deposit Options

We reserve the right to remove our automated direct deposit setup tool at any time without advance notice. To unenroll from direct deposit, contact your employer or payment provider.

M. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Vendors at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates, Vendors and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Review our Privacy Policy for more information.

N. Equipment and Software Requirements

You're responsible for obtaining, maintaining, and operating the equipment you use to access Online Banking Services. We're not responsible for any failure or errors resulting from your equipment malfunctioning. Visit ally.com/learn/browser-support for the list of web browsers we support.

III. Ally Bank Mobile Services

A. Overview

This Section III sets forth additional terms and conditions that shall apply if you use an Eligible Mobile Device to access our Mobile Services. Except where modified by this Section III, all terms and conditions applicable to Online Banking Services remain in effect. This Section III, in conjunction with the remainder of this Agreement, constitutes the entire agreement between us and you relating to the Mobile Services, supersedes any other agreements relating to the Mobile Services, and may only be amended in accordance with Section I.C of the Agreement. If there is a conflict between the terms of this Section III and any other agreement entered into between you and Ally Bank, the terms of this Section III shall govern your use of the Mobile Services.

B. Definitions

- "Eligible Mobile Device" means any cellular phone, tablet, or other mobile device that runs an Ally Bank-supported version of the Android, Windows Phone, Kindle, or Apple iOS platform or that we support with the capability to access the internet.
- "Mobile App" means the Ally Mobile® app, a software application available for download on Eligible Mobile Devices.
- "Mobile Services" means the Online Banking Services available to Eligible Accounts through the Mobile Web and Mobile App.
- "Mobile Web" means the mobile-optimized version of the authenticated portions of the Ally Bank Website.
- "Software" means all (a) software elements and peripherals, (b) related documentation and services, and (c) upgrades and updates that replace or supplement (a) and (b), as existing in the Mobile Web and the Mobile Apps. We reserve the right to change the Software at any time without prior notice.

C. Equipment and Related Obligations; Upgrades

The Software may not be compatible with every mobile device. Ally Bank recommends that you use an Eligible Mobile Device, because they are the devices for which our Mobile Apps and Mobile Web are designed. However, Ally Bank does not represent or warrant the performance or operation of any Eligible Mobile Device. You are responsible for selecting an Eligible Mobile Device, and all issues relating to the operation, performance, and costs associated with such device are between you and your wireless telecommunications provider and/or the individual/entity who sold or provided you with such device.

Should you choose to access our Mobile Services, you are responsible for obtaining, maintaining, and operating an Eligible Mobile Device to achieve such access. Ally Bank shall not be responsible for any failure or errors from the malfunction of your equipment. View all supported browsers, devices, and operating systems on https://www.ally.com/go/learn/browser-support/

You also accept responsibility for making sure that you understand how to use your Eligible Mobile Device as well as the Software before you actually do so. You understand that we may change or upgrade the Software from time to time and that, in such event; you are responsible for making sure you understand how to use the Software as upgraded or changed. You also acknowledge that we may condition your continued use of the Software on your acceptance of upgrades of the Software. While your personal settings and preferences may be retained, there is still the possibility that they may be lost during such an

upgrade process and you should verify your personal settings and preferences.

D. Access to Mobile Services; Lost or Stolen Devices

You may access the Mobile Services through an Eligible Mobile Device, and you understand that the terms of Section II.C., Access to Online Banking Services and Your Obligations, govern your access to the Mobile Services, including, without limitation: required security procedures; safeguarding your login credentials; and your obligations with respect to authorized and unauthorized transactions. The same login credentials (user name, password and any other security devices or credentials) that allow you access to Online Banking Services via the Website shall apply to your access to the Mobile Services.

You agree to take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using the Mobile Services. You agree not to leave your Eligible Mobile Device unattended while logged into the Mobile Services and to log off immediately upon the completion of each access session. If your Eligible Mobile Device is lost, stolen, or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Eligible Mobile Device including contacting your wireless telecommunications provider to effectuate such change. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss, or unauthorized use, your confidential information could be compromised. You accept those risks. Ally does not recommend the use of rooted or jailbroken devices to access your account online. Accessing your accounts with a rooted or jailbroken device increases the risk of your accounts being compromised.

E. Software and Mobile Services Limitations

1. Neither we nor our Vendors can always foresee or anticipate technical or other difficulties related to the Software. These difficulties may result in a loss of data or personal settings and preferences, dropped connections, disabled features, or other Mobile Services interruptions. Should this happen, review your transaction status to verify the status of any attempted transaction when you return to an area with wireless coverage or where you have access to a computer (or contact us at 877-247-2559). Neither we nor any of our Vendors assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Software, nor do we or our Vendors assume any responsibility for any disclosure of account information to third parties as a result of the action or inaction of you or your wireless telecommunications provider.
2. Neither we nor any of our Vendors assumes responsibility for the operation, security, functionality, or availability of any mobile device or wireless telecommunications network which you use to access Mobile Services.
3. You agree to exercise caution when using the Mobile Services on your Eligible Mobile Device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about your online banking activity is synchronized between the Software and the Website. Information (including transfer information) available via the Software may differ from the information that is available directly through the Website. Information available directly through the Website may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software, including but not limited to account balance information. The method of entering instructions via the Software also may differ from the method of entering instructions through the Website. Unless otherwise required by applicable law, we are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our Vendors will be liable for any errors or delays in the content displayed via the Software, or for any actions taken in reliance thereon.

F. Fees

Ally Bank does not currently charge a fee for using the Mobile Web or a Mobile App, but your wireless telecommunications provider for your Eligible Mobile Device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the Eligible Mobile Device and the Mobile Web or Mobile App (as applicable), or based on the location of your use (e.g., fees for roaming or using your Eligible Mobile Device in a foreign country). Check with your wireless telecommunications provider(s) about any such potential applicable fees, and review your Deposit Agreement for other generally applicable account fees.

G. Software Use; Grant of License

You agree that your use of the Software provided to you by Ally Bank to facilitate your use of the Mobile Services will be limited solely to access and use of the Mobile Services. Ally Bank hereby grants you a limited, personal, non-exclusive, non-transferable license to install the Software on your Eligible Mobile Device for your personal use. You may not, nor shall you permit any third party to: (1) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof; (2) rent, lease, lend, sell, redistribute, or sublicense the Software; or (3) otherwise exercise any other right to the Software not expressly granted in this Agreement. Ally Bank may use a third party that is not affiliated with Ally Bank to provide certain licensed Software to support the Mobile Services.

If you obtain a different Eligible Mobile Device you may be required to download and install the Software to that different device under the same terms set forth in this Agreement. You agree to delete all such Software from your mobile device promptly if the license rights granted to you are terminated for any reason.

H. Ownership of Software

Nothing in this Agreement (including, without limitation, the license granted in Section III.G) conveys to you an interest in or to the Software, and we provide you only a limited right of use which we can revoke and terminate in accordance with Section VII.D. The Software is not sold to you, and all rights not expressly granted herein are reserved to Ally Bank and its licensors. Ally Bank and its licensors own all right, title, and interest in and to the Software. No license or other right in or to the Software is granted to you except for the rights specifically set forth in this Agreement.

I. Manage Debit Cards

1. Introduction

You can set up and manage your Ally Bank debit card preferences with the debit card controls feature in the Ally Mobile app. While debit card controls can help you manage your debit card usage, this feature is separate from the authorization of debit card transactions that occurs when you use your debit card for purchases and withdrawals. We aren’t liable for transactions that were authorized by a card holder before or after a control setting is placed on the card. Setting up transaction amount limits does not alter the debit card limits as outlined in the debit card agreement. Debit card controls won’t stop a payment or guarantee against overdraft, fraud, or unauthorized transactions. If there is more than one debit card linked to an account, debit card controls set for one card won’t impact any of the other cards.

2. Debit Card Controls

Card lock/unlock setting. If you “lock” the card, we won’t allow purchases or withdrawals until you “unlock” it. This excludes:

- any previously authorized transactions such as recurring payments or withdrawals from your card
- posting of refunds, reversals, or credit adjustments to your account

Locking your debit card does not mean that you reported your card lost or stolen. Call us immediately at 1-877-247-2559 to report your card lost or stolen, or if you believe that unauthorized transactions have been made on your card. See Section L. of this agreement, In Case of Errors or Questions About Your Electronic Transfers, for further information.

Transaction limits. You can allow transactions up to a certain dollar amount to help manage your spending. Setting up transaction amount limits does not alter the debit card limits as outlined in the debit card agreement.

Merchant categories. You can allow or decline certain transactions based on the type of merchant. This includes the ability to block merchant categories such as gas stations, travel, entertainment, restaurants, groceries and pharmacies, apparel and accessories, houseware/hardware stores, office supplies, and utilities.

International Transactions. You can allow or decline the ability to make international transactions. Additionally, you can allow or decline international transactions by country. Transactions originating from countries sanctioned by the Office of Foreign Assets Control (OFAC) will be declined regardless of your custom card settings. The list of these countries will be updated without prior notice to you as mandated by OFAC.

Transaction Methods. You can choose which transaction methods you want to allow or decline on your card, including online purchases, ATM withdrawals, contactless payments, and more. Turning any of these transaction methods off won’t affect any recurring transactions you have currently set up.

3. Notifications

If you enable push notifications on your device, we’ll automatically send you notifications based on the card controls you set. You can send a push notification for any and all attempted transactions.

For example, you can choose to receive notifications when you make a transaction:

- that exceeds the transaction amount limit you’ve set
- through a merchant category that you’ve allowed or declined
- using a transaction method that you’ve allowed or declined
- in a country where you’ve allowed or declined the ability to use your debit card

We’ll send the notifications in real time to your device, so you’ll always know exactly when the activity took place. Your mobile carrier’s message and data rates may apply, and your carrier is responsible for the delivery of notifications.

4. Availability of Service

We’ll make reasonable efforts to decline transactions and/or send notifications based on your debit card control settings, but we can’t guarantee that transactions will be declined or that notifications will

be sent. You acknowledge that these features are reliant on telecommunication systems and other factors beyond our control. Disruptions in these systems may result in transactions going through even if you have set specific debit card controls. There may be times when the debit card controls feature is unavailable.

5. Termination

We may terminate or suspend this service at any time without advance notice. You may disable or change some or all of the features (thus terminating the service) by using the debit card controls feature in the Ally Mobile app. If you use this feature in a manner that is inconsistent with the terms of the Debit Card Agreement, Deposit Agreement, or Debit Card Controls agreement, or if used for illegal purposes, the service may be terminated immediately.

J. ATM and Cash Back Locator; Location-based Data

Our Mobile Apps also include our ATM and Cash Back Locator tool. Separate Terms of Use governing your use of the ATM and Cash Back Locator tool are accessible here: www.ally.com/files/sections/bank/pdf/locator/ally-atm-cash-locator-terms-of-use.pdf. By using Ally's ATM and Cash Back Locator tool within one of our Mobile Apps, you accept the Terms of Use applicable to the tool.

Note that our ATM and Cash Back Locator tool includes certain location-based features which can access the geolocation data of your Eligible Mobile Device to assist in providing a service to you. If you use any such location-based feature, you agree that your geographic location and other personal information may be accessed and disclosed through the tool. If you do not wish to have your geographic location and other personal information accessed and disclosed in this way, you must refrain from using location-based features of the tool.

K. Privacy

Use of the Mobile Services involves the electronic transmission of personal financial information across the networks of your wireless telecommunications provider. Because we do not operate or control the wireless networks used to access Mobile Services, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, for Eligible Mobile Devices, the browser is generally pre-configured by your wireless telecommunications provider. Check with them for information about their privacy and security practices. Upon receipt of your data or information, Ally Bank will treat it in accordance with our privacy and security policies referenced in and accessible through Section VII.I, below.

L. Applicability of Other Provisions; Limitation of Liability; No Warranties; Termination

Without limiting the generality of Section III.A, you acknowledge that Section V (Limitation of Ally Bank's Liability; No Warranties) and Section VI.D (Termination) of this Agreement are applicable to and govern your use of the Mobile Services. For the avoidance of doubt, references in those sections to Online Banking Services and the Website shall apply equally to the Mobile Services and your access through the Mobile Web and Mobile Apps.

IV. Electronic Fund Transfers Disclosure and Terms and Conditions

You may arrange for direct deposits to be made to, electronic payments to be paid from, and funds to be transferred between your Savings, Money Market Account or Spending 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.

A. Types of Electronic Fund Transfers Available Online:

You may arrange with another party, such as your employer or a government agency, to electronically deposit funds into an Eligible Account. 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 an Eligible Account.

a. You may direct that funds be transferred from one of your Eligible Accounts to another Eligible Account.

b. You may also direct that funds be sent to or received from a third party via person-to-person payment.

c. You may authorize a merchant or other payee to make a one-time electronic payment from your Eligible Account using information from your check to pay for purchases and to pay bills.

B. Transfer Availability

We offer two delivery speeds for transfers between your Ally accounts and accounts at other institutions: 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. For more details on Transfer Availability, refer to the Ally Bank Deposit Agreement.

C. Liability for Unauthorized Transfers from Your Account.

Tell us AT ONCE if you believe your Online Banking Services username, password, or other security devices or credentials have been lost, stolen, or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. The unauthorized use of your Online Banking Service may cause you to lose funds. Telephoning is the best way to minimize any losses or other adverse consequences.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available 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.

Call us immediately at the following toll-free number: 877-247-2559. If you cannot reach us by telephone, write us at Ally Bank, P.O. Box 951, Horsham, PA 19044.

D. Limitations on Transfers, Amounts, and Frequency of Transactions.

For bill payments, person-to-person payments and other transfers made online, limitations on transfers, amounts and frequency of transactions will be disclosed on the website screen at the time you elect the transfer.

E. Fees.

The following fees apply for expedited bill payments:

a. Fee for Same Day Bill Payment - $9.95

b. Fee for Overnight Bill Payment - $14.95

F. Right to Receive Documentation of Electronic Fund Transfers.

a. Statements. Except for IRA Savings Accounts (quarterly statements), you will receive a statement in any month in which you have or conduct (or could conduct) an electronic funds transfer (EFT). A statement will be issued to the primary account owner for any monthly statement period in which an EFT has been conducted.

b. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us or access your Online Banking Services to find out whether or not the deposit has been made, using the applicable telephone number listed in the “Bank Contacts” section.

G. 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 14 days after you call.

H. Liability for Failure to Stop Payments of Transfers.

If you order us to stop a preauthorized Electronic Funds Transfer 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.

I. 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:

c. If, through no fault of ours, you do not have enough money in your account to make the transfer.

d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

e. In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.

f. If your account is not in an active status.

There may be other exceptions stated in this and our other agreements with you.

J. Notice of Varying Amounts

If regular payments vary in amount, the person you are going to pay will tell you, 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.

K. 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.

L. 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.

Note: You may also initiate a dispute in Online Banking for electronic fund transfers you believe have been made without your permission. Regardless of how you notify us of a dispute, in instances where you suspect a card transaction is unauthorized or fraudulent, we will disable your card and issue you a replacement. We may also close your account while we research your case.

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, 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.

M. 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

877-247-2559

V. Prohibited Uses of the Online Banking Services

You may not use the Online Banking Services for:

- Unlawful internet gambling transactions or other illegal activity,
- Transactions that would result in payments to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or

Transactions that would violate (or cause Ally Bank to violate) any United States economic sanctions laws or regulations, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

VI. Limitation of Ally Bank's Liability

A. Failure to Complete a Transaction

In addition to other limitations on liability set forth in this Agreement, we and our Vendors shall not incur any liability to you if we cannot complete a payment, service, or other transaction because of one or more of the following:

- If, through no fault of our own, your Eligible Account or any associated Overdraft Transfer Service (as defined in the Ally Bank Deposit Agreement) does not contain sufficient funds to complete a payment;
- Circumstances beyond our control (such as fire, flood, or interference from an outside force) prevent the proper execution of a payment or transfer transaction, and we have taken reasonable precautions to avoid those circumstances;
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
- We will also not be liable if: (a) a legal order directs us to prohibit withdrawals from the Account; (b) the Account is closed or frozen; or (c) any part of the electronic funds transfer system network is not working properly. We do not recognize “Grace Periods,” “Pay To,” or “Late After” dates when considering the reimbursement of late fees or finance charges.

B. Aggregation Services

If you choose to share your Password and/or Account Information with an Aggregator or other third-party, except for third-party Aggregators provided by us, you acknowledge and agree that (i) we are not responsible for helping the Aggregator or third-party in any way and will not be responsible for the information retrieved by the Aggregator or third-party; (ii) we will not be responsible to you for any losses that may result from you sharing your Password, using the Aggregation Service; (iii) you are responsible to review the security and privacy standards of the Aggregator or third-party and to determine what your liability will be in connection with the Aggregation Service; (iv) you will change your Password immediately when you end the Aggregation Service; and (v) we have the right to prevent Aggregators or third-parties from accessing your Accounts.

C. Alternate Methods for Accessing Account Information and Services

Ally Bank will not be liable for any losses resulting from circumstances over which we have no control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, war and other acts of hostility, severe weather, earthquakes, floods, or other such events. You acknowledge that there are alternate methods for accessing the information and processing the transactions provided by the Online Banking Service, such as making payments by check or debit card or by contacting Customer Care at 877-247-2559. In the event you should experience problems in accessing any Online Banking Service, you will attempt to access such information and perform such transactions by these alternate methods.

D. No Warranties

YOUR USE OF THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A VENDOR) IS AT YOUR SOLE RISK. THE ONLINE BANKING SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE STATED HEREIN, ALLY BANK AND ITS VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW AS TO THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ALLY BANK AND OUR VENDORS MAKE NO WARRANTY THAT (I) THE ONLINE BANKING

SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ONLINE BANKING SERVICES WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED OR (VI) THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS.

E. Limitation on Liability

IN NO EVENT WILL ALLY BANK OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR VENDORS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE A TRANSFER, BILL PAYMENT OR OTHER SERVICE. NEITHER ALLY BANK NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR VENDORS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF ALLY BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

VII. Other Terms and Conditions

A. Service Charges

There are Ally Bank service charges for expedited payments made in connection with the Bill Pay service. See Section IV (E) for the current amounts of these fees.

B. Other Fees and Charges

You can find the fees and charges that apply to all of your Eligible Accounts in the Deposit Agreement, Appendix A “Fee Chart” or the CMG Deposit Agreement, Appendix B, Schedule of Fees and Service Charges, as applicable. You may also incur fees and charges from:

- Your internet service provider;
- Your mobile device carrier or texting provider;
- Purchases of software programs; and
- Other third-party charges.

C. Service Hours

Online Banking Services are available 24 hours a day, 365 days a year — except during system maintenance and upgrades or when interrupted by circumstances beyond Ally Bank’s control. However, Ally eCheck Deposit, bill payments, transfers between Ally and accounts at other financial institutions, requests for wire transfers and transfers to and from other people using person-to-person payments can only be processed on Business Days. We can also be reached by telephone at **877-247-2559, via Secure Email or Contact Us at www.ally.com.**

D. Termination of Online Banking Services

If you close an Account, you will still have access to certain Online Banking Services. We may also suspend or terminate access to your Online Banking Services at any time, for any reason. We will provide prior notice of termination as may be required by law, but we may terminate your Account without notice if necessary to maintain or restore the security of an Account or of our systems. Our suspension or any termination of your access to Online Banking Services will not affect any obligations or liability you might have under this Agreement.

E. Secure Email

Our Secure Email provides you with a safe, secure way to correspond with us and to send documents.

- When you use Online Banking to access Secure Email and send messages and documents to Customer Care, the content of your message will be transmitted using technology intended to protect your privacy.
- We are not responsible for any information sent by you through an email system other than Secure Email as it may not be secure and may be observed by third parties in its transmission.
- We need a reasonable amount of time to research and reply to your requests, although we will make every effort to respond to your message within 24 hours when sent via Secure Email. Messages sent outside Secure Email may not be held to the same response time.

F. Contact by Ally Bank or Affiliated Parties

Ally employees may require your username for the purposes of authentication. However, no Ally Bank employee, nor any company affiliated with Ally Bank, will contact you via email or phone requesting your username in conjunction with your password.If you are contacted by anyone requesting this information, do not provide it, and contact us immediately.

G. Making Inquiries on Bill Payments, Transfers and Other Online Banking Services

If you have any questions about your electronic transfers, bill payments or other Online Banking Services, call us 24/7 at 877-247-2559, or write to us at Ally Bank Customer Care, P.O. Box 951, Horsham, PA 19044. Review Section IV for important information concerning steps you must take if you think a particular electronic fund transfer has been made in error.

H. Notices and Communications

Except as expressly provided otherwise in this Agreement, we will provide you notices, Alerts and other information regarding your Eligible Account or the Online Banking Service through mail, electronic means (either email, text message, or by posting information on www.ally.com), or by other means available. To the extent that the information is sent via email or text message, it will be sent to either your Secure Email address that you access through Online Banking on our Website or your external email address that you provided to us or to your or the Joint Owner's enrolled mobile number, unless a different address has been specified in accordance with procedures we may establish from time to time. Any Eligible Account or Online Banking Service related communication will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or Online Banking Service related communication posted on our Website or otherwise sent to you will be deemed to be delivered to and received by you and any Joint Owner on the third (3rd) Business Day following the date on the communication. We always reserve

the right to communicate with you through the U.S. Postal Service or overnight courier.

I. Privacy and Data Security

See our “Online Privacy Policy” located at www.ally.com/privacy/. We also have a “Security Center” located at www.ally.com/security/ for more information on our security practices.

J. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any directly or indirectly affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors and other third parties.

K. No Waiver

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

L. Governing law

This Agreement and our provision of the Online Banking Services are governed by the laws of the State of Utah and applicable federal law, without regard to any different state laws that may govern your Accounts.

M. Rules of Interpretation

If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement.

N. Consent to Use of Technical Data

In connection with your use of our Services, you agree that Ally Bank may collect and use technical data and related information, including but not limited to technical information about your Eligible Mobile Device, system, and application software and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to our Services. Ally Bank may use this information to improve its products or to provide services or technologies to you.

O. Indemnification

You agree to defend, indemnify and hold harmless us, our third party Vendors and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys’ fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

P. Export Controls

The Software and other programs, materials, tools, and technical data provided as part of the Online Banking Services may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Ally Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to individuals or entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export law.

Q. Ownership

You agree that we and our Vendors, as applicable, retain all ownership and proprietary rights associated content, technology, mobile applications and websites. **You acknowledge and agree that all trademarks and service marks displayed on the website belong to us or an affiliate, except third party trademarks and service marks, which are the property of their respective owners. You are only permitted to use the content as displayed on this site as expressly authorized by us. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not reverse engineer or reverse compile any of our technology, including but not limited to, any technology associated with mobile or online banking.**

R. User Conduct

In addition to the prohibitions described in Section V, you agree that you will not use the Software or any content delivered to you as part of your use of the Mobile Services in any way that would: (1) infringe any third party copyright, trademark, trade secret, patent, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (2) interfere with or disrupt computer networks connected to the Software; (3) interfere with or disrupt the use of Mobile Services by any other user; or (4) use the Mobile Services in such a way as to gain unauthorized entry or access to the computer systems of others.

END OF DOCUMENT