Ally Credit Card Online Terms of Use

Effective Date: October 1, 2022

The Ally Credit Card Online Service Terms of Use, as amended from time to time ("Terms of Use"), governs your use of Ally Credit Card Online Services, including the Ally Credit Card website and mobile app (the "Sites").

In this document, the words "you" and "your" mean the primary cardmember and include, if applicable, any other person(s) who access the Sites. The words "we", "our" and "us" refer to Ally Financial, Inc and Ally Bank, as applicable (collectively, "Ally").

We may change the Terms of Use at any time, so please review them periodically. Any changes will become effective when posted, and your continued use of the Sites means that you accept the revised Terms of Use.

Limitations on Use

The Sites are based in the United States for residents of the U.S. aged 18 years or older and are not intended for use by others or from outside of the U.S. We may change, suspend, or discontinue all or any part of the Sites, or deny you access to all or any part of the Sites, without notice and without reason. By accessing the Sites, you agree that you will not:

- Use the Sites for any unlawful purpose, impersonate any person or entity, or misrepresent your affiliation with a person or entity
- Decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Sites
- Circumvent, remove, alter, degrade, or thwart any protections or safety features on the Sites, or use the Sites to collect any market research
- Use automated means, including spiders, robots, crawlers, or data mining tools, to download or scrape data from the Sites, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file
- Take any action that imposes or may impose (in our discretion) an unreasonable load on our technical infrastructure; or
- Interfere with the proper operation of the Sites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Sites through hacking, password or data mining, or any other means

Software

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the software and related functionality embedded in the Sites ("Software"). Certain Software that we use to provide the Sites has been licensed from third parties (each a "Third-Party Licensor") that are not affiliated with Ally. Your limited right to use the Software is revocable in our sole discretion . You agree to download and install all Software updates for the Sites promptly once they are available to you. Neither Ally nor our Third-Party Licensors have any obligation to correct any bugs, defects or errors in the Sites or Software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Sites or Software.

Passwords & Registration

You are responsible for maintaining the confidentiality of your usernames or passwords associated with your account and the Sites. Notify us (such as by calling the phone number on the back of your credit card) immediately of any unauthorized use of your credit card. You may be liable for losses or damages incurred by us or any other user of the Sites due to someone else using your username, ID, password, or other information which provides access to the Sites. We are not liable for any loss or damage you may incur as a result of your failure to comply with these requirements.

By registering as a user on the Sites you expressly authorize Ally to access certain third-party websites and accounts on your behalf, to retrieve personal information and other information about you for any legitimate business purpose, subject to applicable law and our Privacy Policy. You agree that we may collect and use technical and usage data and related information about your computer or mobile device, date and time of Site access, system and website Software, and peripherals to facilitate the provision of product support and other services to you. You grant permission to use this information to improve products, to provide services or technologies to you, and to provide advertising content, including working with third parties who provide targeted advertising content. Features of the Sites may request access to information contained or generated in your computer or mobile device including location services. If you deny access to these functions the Sites may not work as designed. For more information on how we collect, use, transfer, store and share your online data and personal information, and how you can manage your online privacy choices, please see our Ally **Online Privacy Policy**.

Telecommunications Providers

You agree that when you use the Sites, you will remain subject to the terms and conditions of all your existing agreements with us, our affiliates, and/or any unaffiliated service providers and your internet service provider and mobile service carrier or provider, and that these Terms of Use do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Sites (for example, your mobile service carrier or provider may impose data usage or text message

charges for your use of or interaction with the mobile app), and you agree to be solely responsible for all such fees, limitations and restrictions.

Intellectual Property

Sites are the trademarks of Ally Financial Inc., or its respective third-party owners. Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission. All right, title and interest in this website and any content contained herein is the exclusive property of Ally, except as otherwise stated.

The information contained in the Site, including but not limited to text, graphics, and images (other than certain images licensed from third parties) and their arrangement, are copyright ©2022 by Ally Financial, Inc.. All rights reserved.

No Warranty

YOUR USE OF THE ALLY CEDIT CARD ONLINE SERVICES, ACCOUNT SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SITES (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A THIRD PARTY SERVICE PROVIDER) IS AT YOUR SOLE RISK. WE DO NOT PROMISE THAT THE SITES, THE ONLINE SERVICE OR ANY MATERIALS, CONTENT, SERVICES OR FEATURES OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE, THE ONLINE SERVICE, THE MATERIALS, THE CONTENT AND RELATED SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

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

Indemnification

You will indemnify, defend, and hold Ally and our respective shareholders, members, officers, directors, employees, agents, successors and assigns ("Ally Indemnitees") harmless from and against any actual or alleged claims or losses, and expenses, including reasonable attorney's fees (collectively, "Losses") incurred by any Ally Indemnitee in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from (i) your use of any Site in violation of these Terms of Use; (ii) your breach of any of your representations and warranties hereunder;

or (iii) your gross negligence or willful misconduct; provided, however, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; and (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim.

Assignment

You may not assign these Terms of Use to any other party. We may assign these Terms of Use to any directly or indirectly, affiliated company. We may also assign or delegate certain of our rights, duties and obligations under these Terms of Use to independent contractors and other third parties.

No waiver

We shall not be deemed to have waived any of our rights or remedies under these Terms of Use 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.

Governing Law

These Terms of Use are governed by the laws of the State of Utah (without regard to conflict of law provisions) and applicable federal law. Our failure to exercise or delay in enforcing any of our rights shall not constitute a waiver of such rights. These Terms of Use, together with all other documents incorporated herein, constitutes the entire agreement with respect to the subject matter herein, provided that these Terms of Use shall not limit or modify the Cardmember Agreement.