

Terms of Use

CONSENT TO RECEIVE INFORMATION ELECTRONICALLY

Last updated: 09/26/2023

Please read this information carefully and print or save a copy for future reference. This consent applies to any Ally Direct Auto (“Ally”) information that you or we elect at any time to provide electronically, including all disclosures, agreements, other documents, and communications related to your request for a loan with Ally Bank and subsequent account(s) if applicable. It also permits us to obtain your Electronic Signature in connection with this process and your Ally account. We may, however, provide disclosures and communications using paper even if you consent to receive it electronically. To receive information electronically you need: a device with an internet connection, email, a way to store these documents, and software to view and print pdf files.

Paper Copies. If you wish to obtain a paper copy of disclosures and communications, write to Ally Direct Auto at 535 Anton Blvd, Suite 300, Costa Mesa, CA 92626. Paper copies will be provided to you at no charge.

Withdrawing Consent. You may subsequently withdraw your consent to do business electronically by notifying us at [optout@directauto.ally.com]. Withdrawing your consent to receive disclosures electronically will terminate your loan request process with Ally.

Hardware and Software Requirements. Most communications provided within our websites are provided in HTML and/or PDF format. For communications provided within our website, all browsers and versions except Internet Explorer are compatible. For communications provided in PDF format, Adobe Reader 7.0 or later versions is required. A free copy of Adobe Reader may be obtained from the Adobe website at www.adobe.com. In certain circumstances, some communications may be provided by email. You are responsible for providing us with a valid email address to accept delivery of communications. If you need to change your email address on file, please contact our Customer Care Team at 1-866-677-8630. At our option, we may also post the emailed communications within our websites. In this situation, you agree that once we email the communications to you and post them within our websites, that we have delivered the communications to you in a form that you can retain. To print or download communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the communications.

TERMS OF USE

The Terms of Use, as amended from time to time ("Terms of Use") governs your use of the Ally Direct Auto (“Ally”) Website ("Site").

You agree

- that you are 18 years of age or older;
- that all the information provided is true, correct and complete;
- that Ally will receive your request and you authorize Ally to obtain your consumer report for the purpose of evaluating your application for credit and for the life of this loan should the loan be approved;
- that there is not more than one lien on the vehicle being used as collateral to secure this transaction; and
- that there are no outstanding amounts owed to a Motor Vehicle Agency by you or any other applicant associated with this transaction.

Definitions

- "We", "us", "our" means Ally Bank
- "You", "your" and "consumer" means, as applicable, each person who accesses the Site.

Disclosures

Loan approval standards are established and maintained by Ally. The rates and fees actually provided may be higher or lower depending on various factors, such as but not limited to, your credit profile, collateral, location, equity, or debt-to-income ratio.

You should rely on your own judgment when deciding on loan terms. Ally does not guarantee that rates or terms offered are the best terms or lowest rates available.

By submitting a request, if you were referred by a loan referral website, you authorize Ally to share your application experience and loan details for billing and performance reporting purposes with the third-party loan referral site.

Ally makes no representations or warranties, express or implied, to any applicant or borrower regarding the value, condition, or identification of the vehicle.

Verification or re-verification of any information contained in your loan application form may be made at any time either directly or through a consumer credit reporting agency, and this loan application form will be retained by Ally even if the loan is not approved.

Ally will rely on the information contained in the loan application form and applicants have a continuing obligation to amend and supplement the information provided in the loan application form if any of the material facts stated herein should change.

Married individuals may apply for separate accounts.

PHONE AND EMAIL CONSENT. You agree that we and our affiliates may contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as permitted by law. You also agree that we may try to contact you in these and other ways at any address or telephone number you

provide us, even if the telephone number is a cell phone number or the contact results in a charge to you, and you hereby consent to any such calls or text messages even if your phone number is on any Do Not Call list. You also understand that we and our affiliates will not charge you for any contact, but your phone service provider may.

NO WARRANTY. YOUR USE OF THE SITE, AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SITE (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A THIRD-PARTY SERVICE PROVIDER) IS AT YOUR SOLE RISK. WE DO NOT PROMISE THAT THE SITE OR ANY MATERIALS, CONTENT, SERVICES OR FEATURES OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE, 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.

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No Service Charge. There are no service charges for accessing the Site.

Other Fees and Charges. You may incur fees and charges when using the Site such as:

- Your internet service provider
- Your mobile device carrier or text message provider
- Purchase of software programs

Changes to these Terms of Use. We may change these Terms of Use from time to time by posting a revised version of these Terms of Use on this website or by any other method as permitted by law. Use of the Site after revised Terms of Use have been made available to you constitutes acceptance of such revised Terms of Use. You should regularly review these Terms of Use for any changes or additional terms.

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 and our provision of the Site are governed by the laws of the State of Utah and applicable federal law.

Rules of Interpretation. If any part of these Terms of Use is determined to be invalid or unenforceable, such determination will not affect the remainder of the Terms of Use.

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