



### **3. Ineligible Accounts**

Ineligible Accounts include:

- Auto Accounts that have been paid in full
- Auto Accounts where the leased vehicle has already been returned
- Auto Accounts in active bankruptcy status
- Auto Accounts requiring special handling, such as Auto Accounts involved in a Dispute

If you have an Ineligible Account, the Ineligible Account cannot be accessed in or added to Ally Auto Online Services. If your Auto Account becomes an Ineligible Account after you have added it to the Ally Auto Online Services, you will not be able to use Account Services until your Auto Account becomes an Eligible Account.

### **4. Username and Password**

When you sign up for Ally Auto Online Services, you must create a username. You will also be required to create a password. Your password must be different from your username and must be between 8 and 20 characters.

If there is more than one customer under the terms of your Auto Account, we may rely and act on the instructions of any customer on your Auto Account, without liability to any other customer. Any transaction conducted by one customer using our Ally Auto Online Services, including one that the other customer(s) did not want or intend, are transactions authorized by all customer(s). You agree that any activity or transaction initiated through Ally Auto Online Services is solely your responsibility and we bear no responsibility or liability except as set forth in this Terms of Use. You authorize us to

**Auto Pay:** a service that allows you to have your monthly payment electronically withdrawn from your designated bank account. You can edit or cancel your Auto Pay payments, receive electronic statements and email communications. Please see the Auto Pay Authorization for the terms of Auto Pay.

**Direct Pay:** a service that allows you to have your monthly payment electronically withdrawn from your designated bank account. You can edit or cancel your Direct Pay payment and receive email communications. Please see the Direct Pay Authorization for the terms of Direct Pay.

**One-Time Payment:** a One-Time Payment allows you to make a single monthly payment or a pay down of the total unpaid balance by designating your bank account and completing the Authorization for Electronic Funds Transfer presented to you at the time you request the One-Time Payment.

**Bill Payment Service:**

- You may choose to register with your financial institution or other third party bill payment service to make electronic payments on and/or view electronic billing statements (e-bills) for the Eligible Accounts you link to the Bill Payment Service (the "Linked Account(s)"). The Bill Payment Service is not under our operation or control. The terms and conditions of the Bill Payment Service itself are between you and the provider of the Bill Payment Service.
- Regardless of the payment amount or payment effective date you schedule using the Bill Payment Service, you are responsible for complying with all of the terms and conditions of your Linked Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Linked Account. You will schedule your payments in amounts and with effective dates that will satisfy your payment obligations under your Linked Account. If you do not make any payment when due and in the amount required by your Linked Account, regardless of whether that payment is made using the Bill Payment Service or any other payment method, we will have the rights and remedies available under your Linked Account or otherwise available at law or in equity.
- Termination of Bill Payment Service and Biller Status. At any time and with or without reason and notice to you, we may terminate or suspend: (a) your scheduling or our acceptance of payments on one or more of your Linked Accounts; (b) your ability to view e-bills on one or more of your Linked



## **B. Other Fees and Charges**

You can find fees and charges on Auto Account documents and other correspondence we may send to you. You may also incur fees and charges such as:

- Your internet service provider
- Your mobile device carrier or texting provider
- Purchases of software programs
- Added service requests, such as and by way of example, non-sufficient funds fees

## **C. 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, providing a link to the revised Terms of Use within Account Services, or by any other method as permitted by law.

Use of the Account Services 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.

## **D. Termination of the Ally Auto Online Services or Account Services**

If you no longer have an Eligible Account, you may not have access to the Ally Auto Online Services or the Account Services. We may also suspend or terminate your access to the Ally Auto Online Services or the Account Services at any time, for any reason. We will use reasonable efforts to notify you prior to suspension or termination, but we are not obligated to do so. Suspension or termination will not affect your duties and obligations related to your Auto Account.

## **9. Notices and Communications**

Except as expressly provided otherwise in these Terms of Use, we will provide you notices and other information regarding your Eligible Account or the Account Services through mail, electronic means (either email, text or by posting information on [www.ally.com/auto](http://www.ally.com/auto)), or by any other means available. To the extent that the information is sent via email or text, it will be sent to either your Secure Email address that you access through the Online Service or your external email address that you provided to us. Any Eligible Account or Online Service related information will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or Online Service related communication posted on our Website will be deemed to be delivered to and received by you on the first 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.

## **10. CTIA Requirements**

By participating in the Ally Mobile Text program, you may receive welcome messages, account updates, generic account alerts, fraud notifications, other account related alerts and 2-way payment reminders. All messages are free. You may opt out at any time by texting STOP to ALLYAF (255923). By sending STOP to ALLYAF (255923), you agree

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.

#### **14. Governing Law**

These Terms of Use and our provision of the Account 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 Eligible Account(s).

#### **15. Rules of Interpretation**

If any part of these Terms of Use are determined to be invalid or unenforceable, such determination will not affect the remainder of the Terms of Use. Visit [allyauto.com](http://allyauto.com) to view, print or download these Terms of Use.