

# Terms of Use

## **CONSENT TO RECEIVE INFORMATION ELECTRONICALLY**

Last updated: 09/26/2023

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



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.

Ally Financial Inc. is a leading digital financial services company, 10/6/2017, and Ally Bank is its direct banking subsidiary, 10/6/2017, 9HULI\ OLFHQVLQJ DW ZZZ QPOVFRQVXPHUDFFHVVRUJ