

## **Terms of Use for Ally's ATM & Cash Locator Tool effective as of October 1, 2011**

**General.** Ally Financial, Inc. ("Ally") is pleased to offer access to a proprietary locator tool to help users find ATMs and stores with "cash back" options ("cash back locations") across the nation ("Locator Service"). Ally's provision of any ATM or cash back location information, directions, maps, addresses, hours of operation and other related information ("Data") through use of the Locator Service is subject to these terms of use ("Terms of Use") as set forth below.

**PLEASE READ THE TERMS OF USE CAREFULLY. BY USING THE LOCATOR SERVICE, YOU INDICATE THAT YOU AGREE TO BE BOUND BY THE TERMS OF USE DISCLOSED BELOW.**

**Use of Locator Service / Limitations.** The Locator Service may include Data that is out of date, incomplete or otherwise incorrect, or it may omit Data that you consider relevant to your search. For example: an ATM may no longer be available at a stated location; an ATM may be out of cash; a store may have changed its cash back policies; directions may not provide the shortest route or may specify routes that require you carefully navigate them, paying attention to safety rules and rules of the road; an ATM may be in a location considered by you or others to be dangerous or undesirable; a cash back location may not be age appropriate (with similar limitations, collectively, "Data Limitations"). We will not be responsible for any Data Limitations, and we do not and cannot guarantee that you will not encounter Data Limitations in connection with your use of the Locator Service.

**Ownership; Credit.** Certain Locator Service Data is provided under license from the Nielsen Company and includes data owned by MasterCard Advisors, LLC and TDLinx. The MasterCard Dataset (ATM information) is proprietary to MasterCard Advisors, LLC. TDLinx (the TDLinx information) is proprietary to The Nielsen Company (US), LLC.

**Intellectual Property.**

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**Limitation of Liability.** UNDER NO CIRCUMSTANCE SHALL ALLY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING PHYSICAL OR EMOTIONAL DAMAGES) RELATED TO THE LOCATOR SERVICE HOWSOEVER CAUSED, WHETHER ARISING UNDER THESE TERMS OF USE OR