## **ally** do it right.

other reasons stated in this or our other agreements with you. In addition, we are not liable (6) if an ATM owned by a third party fails to work, or (7) if a merchant fails to process your transaction request, or (8) for any acts, omissions, claims, costs, losses or damages arising from or relating to your use of the Card where such services are provided by the Debit Network, its agents, employees or third-party providers or any other ATM or other Debit Network or service.

Error Resolution Notice – In case of errors or questions about your electronic transfers using the Card, telephone us at 877-247-ALLY (2559) or write to us at Ally Bank, P.O. Box 951, Horsham, PA 19044, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

We will disclose information to third parties about your account or the transfers you make
(1) where it is necessary for completing transfers, or
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
(3) in order to comply with government agency or court orders, or
(4) if you give us your written permission.

**Joint Accounts** – If any account linked to your Card is a joint account, all transactions made with the Card are binding on all joint account owners. Each joint owner is responsible for the repayment of any overdraft resulting from a transaction performed by another joint owner.

**The Card** – Do not permit anyone else to use your Card. The Card is our property and we may revoke your use of the Card at any time without prior notice to you.

**Amendments** – We may amend this Agreement at any time. We will provide notice of changes as required by law.