
Ally Customer Forum Member Agreement

The Invitation

The Ally group of companies (“Ally”), which includes Ally Financial Inc. and Ally Bank, invites you and other selected customers to participate as a Member of a voluntary panel of customers to review and provide comments and other feedback on items including, but not limited to, proposed changes to the Ally website, possible alternative Ally website designs and functionalities, new Ally product ideas, Ally marketing materials, and other related topics. The purpose of soliciting your comments and feedback is to assist us in improving Ally and the Ally website.

As a Member, you must agree to keep the information you will see strictly confidential as it will include patentable ideas, trade secrets and other valuable proprietary information belonging to Ally. This confidentiality requirement means that you may not disclose the information you see to anyone or speak about it to others or otherwise comment or share it in e-mails, online forums, blogs or other social media with anyone who is not an employee of Ally or a member of the Ally Customer Forum. In addition, you may not use it for personal or commercial gain or for any unlawful or inappropriate purpose.

To become a Member of the Ally Customer Forum, you must register with us and agree to provide certain information about yourself.

In addition, you must also agree to be bound by the terms of this Member Agreement. To agree to the terms of this Member Agreement, you must read this entire document carefully and then click on the “I Agree” button at the end of this document. By clicking on the “I Agree” button, it will mean that you have read, understood and agree to be bound by the terms of the Member Agreement.

Membership Eligibility

Membership in the Ally Customer Forum is limited to current Ally customers. If you close your accounts, you may no longer participate as a Member of the Ally Customer Forum.

Membership is open to Ally customers residing in the 50 states of the United States of America or the District of Columbia and who are 18 years of age or older. Employees of Ally are not eligible to participate.

You may resign from the Forum at any time by sending an e-mail to support@customerforum.ally.com with the subject line “Remove me”.

Enrollment Requirements

To enroll as a Member, you must provide certain information about yourself. The purpose of collecting this information is to enable Ally to analyze the comments and other feedback you provide in aggregate based on various parameters to help us better understand the information received.

You cannot participate as a Member if you are unwilling to provide the personal information requested.

To enroll, you must provide us with information including but not limited to:

- Name
- City, State, Zip Code
- E-Mail Address
- Marital Status
- Income Information

All personal information collected by Ally will only be used and shared in accordance with the Ally Online Privacy Policy. The Ally Online Privacy Policy is located at <http://www.ally.com/privacy/>.

Ally Confidential and Proprietary Information

As a Member, you will have access to information and ideas that Ally considers to be very valuable. This may include patentable ideas, trade secrets, contemplated products or services, research and development ideas, proposed processes and methods, marketing plans, future business initiatives, analysis of competitors and details of computer systems and software. Collectively, these ideas and information is called "Confidential Information" in this Agreement.

By becoming a Member, you agree to:

1. hold the Confidential Information in confidence;
2. not use the Confidential Information for any personal gain or in any way that would be detrimental to Ally;
3. take steps necessary to protect the Confidential Information from disclosure by you to third parties;
4. not disclose the fact that the Confidential Information has been made available to you; and
5. not disclose or make available all or any part of the Confidential Information to any person or entity for any reason or purpose whatsoever, directly or indirectly, unless

and until the Confidential Information is made publicly available by Ally.

You acknowledge that the Confidential Information to be disclosed is of a unique and valuable character, and that any dissemination, disclosure or publication of the Confidential Information could destroy or diminish the value of the Confidential Information. The damages or injury to Ally resulting from any unauthorized dissemination, disclosure or publication of the Confidential Information would be impossible to calculate. Therefore, you agree that Ally would be entitled to seek injunctive relief preventing the dissemination, disclosure or publication of any Confidential Information in violation of your obligations under this Agreement. Such injunctive relief would be in addition to any other remedies available to Ally. In addition, Ally will be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in seeking or obtaining any such relief.

You also agree that Ally is and will remain the exclusive owner of the Confidential Information.

Participation Requirements

As a Member, you must participate in one survey per year. Your participation in any survey is voluntary and you have no obligation to participate or respond to every survey. However, if you do not participate in at least one survey per year, Ally reserves the right to terminate your membership.

Responses Are Property of Ally

Any responses, information or material that you provide to Ally in connection with any survey will become the property of Ally. Thereafter, Ally may use the response, information or material in any way, including but not limited to commercial or other use or for publicity or marketing. You agree that no further compensation will be due to you for any use by Ally and you agree to sign any document requested by Ally verifying its ownership of the response, information and/or material.

Disclaimer of Liability for the Website

The Ally Customer Forum Website (the "Website"), including all content or services made available on or accessed through the Website, is provided "as is." Ally makes no representations or warranties of any kind whatsoever about the Website itself or the content on the Website. Further, we disclaim any express or implied warranties, including, without limitation, non-infringement, title merchantability or fitness for a particular purpose. We do not represent or warrant that the functionalities contained in the Website or any materials or content contained on the Website will work properly, be error free, that any defects will be corrected, or that the Website or the server that makes it available will be free at all times of viruses or malware or other harmful components or software. You accept all of the risks associated with your access and use of the Website. In no event will Ally be liable for any damage or injury to you or to your device (including, but not

limited to, computers, tablets or smartphones) or software under any theory of tort, contract, strict liability or other legal or equitable theory.

Security and Privacy

The Ally Online Privacy Policy is located at <http://www.ally.com/privacy/>. In addition, the Ally Security Center that describes various transactional and information security concepts is located at <http://www.ally.com/security/>. By agreeing to the terms of this Agreement, you acknowledge that you have read and understand the Online Privacy Policy.

Copyright

All text, images, graphics, animation, video, music, data, and other materials on this website are subject to copyright and other intellectual property rights of Ally Financial Inc., its subsidiaries, affiliates or licensors. These materials may not be copied, reproduced, distributed, modified, licensed, or reposted to other websites without the express written permission of Ally Financial Inc. Systematic retrieval of data or other content from this website to create or compile a collection, database or compilation without prior written permission from Ally Financial Inc. is strictly prohibited.

Trademarks

Ally Financial, Inc., Ally Bank and their respective logos, as well as other trademarks and service marks (collectively, the "marks") appearing on this website are marks of Ally Financial Inc., its subsidiaries, affiliates or licensors.

Changes in Terms

Ally reserves the right to change the terms of this Agreement at any time. Each changed term (or the revised Agreement) will be posted on the Ally Customer Forum Website and will be emailed to you. If you do not agree to the changes to the terms of the Agreement, you may opt out of the panel at any time via the opt out link provided to you. After 30 days, the revised Agreement will become effective for all remaining panel members.

Program Termination

Ally reserves the right to terminate this Program in its entirety at any time. If Ally elects to do so, it will send you a notice of program termination to your e-mail address of record.

Last Updated: 2/10/2016

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