

## Rewards Agreement for the Ally CashBack Credit Card

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your Ally CashBack Credit Card Account ("Account") constitutes your acceptance of the following terms. Please read this Rewards Agreement and keep it in a safe place.

- Capitalized terms not defined in this Rewards Agreement have the same meaning as in the Credit Card Agreement for your Account.
- "You", "your" and "yours" mean each person who applied for the Account and the person to whom we direct billing statements.
- "We", "us", "our" and "TD Bank" mean TD Bank, N.A., and its affiliates.
- To participate in the Rewards Program, your Account must be open and in good standing, which means that your Account is not in Default as described in your Credit Card Agreement.
- We may make changes to this Rewards Agreement at any time and you may lose Cash Back Rewards you have earned as more fully described later in this document.
- This Rewards Agreement may be supplemented with additional terms, conditions, disclosures, and agreements that will be considered part of this Rewards Agreement. For the latest version of the Rewards Agreement and your Redemption Rules log in to rewards at ally.com/ccservicing. We may refer to this Rewards Agreement as "Program Rules" in other documents.

### How do I earn rewards?

- You earn "Cash Back Rewards" when you use your Account to make Purchases less credits, returns and adjustments each billing cycle. Not all transactions made with your Account will qualify as a Purchase for purposes of earning rewards—those restrictions are more fully described later in this document.
- You earn 2% Cash Back Rewards for each one dollar (\$1) of Gas Station and Grocery Store Purchases and one 1% Cash Back Rewards for each one dollar (\$1) of other Purchases.
- Merchants who accept Visa credit cards have a Merchant Category Code ("MCC"), which is determined by the merchant or its processor in accordance with Visa procedures, and is based on the kinds of products and services they primarily sell. We do not determine which MCC a merchant uses. We group similar MCCs into rewards categories to help you earn rewards on purchases made at specific merchants. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases made at that merchant will not qualify for rewards offers on purchases in that category. Purchases made at merchants that do not process transactions using one of these MCCs will only qualify for 1% Cash Back Rewards. In addition, superstores and warehouse clubs will only qualify for one 1% Cash Back Rewards, regardless of the MCC.
- Cash Back Rewards are earned on each individual Purchase transaction and, therefore, we employ rounding to determine how much to award for each Purchase. We round up to the next whole penny if the amount results in ½ of a penny or more and down to the nearest penny if the amount results in less than ½ of a penny.
- You may be offered opportunities to earn additional Cash Back Rewards. Related terms will be provided with the offer.
- Cash Back Rewards earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments.

### Are there any transactions that do not earn Cash Back Rewards?

- Yes, Balance Transfers, Cash Advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible to earn Cash Back Rewards and are not considered a Purchase for purposes of earning rewards.

### Is there a One-Time Bonus Offer available for new Accounts?

- Please refer to the terms and conditions provided to you when you applied for the Ally CashBack Credit Card or call us at 1-888-916-2559 for details about any new account bonus offer(s) applicable to you.

### How can I redeem my Cash Back Rewards?

- Cash Back Rewards may only be redeemed by the primary Cardholder once you have accumulated at least \$25 in Cash Back Rewards. You can redeem your Cash Back Rewards through an Account Statement Credit or an electronic deposit into an eligible Ally Bank account. **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**
- For additional information and to redeem, log in to rewards at ally.com/ccservicing or call 1-888-916-2559.

### How do I redeem for the 10% Ally Deposit Bonus?

- If you redeem your Cash Back Rewards via a direct deposit into your eligible Ally Bank account (an eligible account is an Ally Bank non-IRA Online Savings, Interest Checking or Money Market Account), you will earn an additional 10% Ally Deposit Bonus. You must have an eligible Ally Bank account, which is open and in good standing, to be eligible for the 10% Ally Deposit Bonus.
- Here is an example of the 10% Ally Deposit Bonus: \$100 Cash Back Rewards plus the 10% Ally Deposit Bonus (\$100 X 10% = \$10) equals a total of \$110 deposited into your eligible Ally Bank account.

### Do Cash Back Rewards expire?

- No, as long as the Account remains open and in good standing, your Cash Back Rewards will not expire and there is no limit to the amount of Cash Back Rewards that may be earned.

### Can I lose my Cash Back Rewards?

- Yes, your Cash Back Rewards may be forfeited immediately if your Account is closed due to Default as defined in your Credit Card Agreement. Such reasons for closure may include, but are not limited to:
  - Filing for bankruptcy
  - Serious delinquency in making payments on your account (TD Bank shall be solely responsible for making the determination as to what constitutes "serious delinquency," but in no event will it be less than 60 days)
  - Fraudulent activity or misuse associated with your Account or the Rewards Program
- If your Account is closed for any other reason, whether by you or by us, your Cash Back Rewards will be forfeited if you do not redeem them within 60 calendar days of Account closure.
- Your Cash Back Rewards balance will be reduced for returns, credits and adjustments.

### When am I prevented from redeeming my Cash Back Rewards?

- If your Account is not open to new Purchases you cannot redeem your Cash Back Rewards until it is open to Purchases again.

### Can the Rewards Program change?

- Yes, the Rewards Program may change. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time.
- If we materially change or terminate the Rewards Program, we will provide you with 30 days advance notice. Examples of material changes include: if we were to reduce the rate at which you earn Cash Back Rewards, or if we were to increase the minimum redemption amount for Cash Back.
- Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement at ally.com/ccservicing.

### What else do I need to know?

- All interpretations of the Rewards Program shall be at TD Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or your Account, as determined by us, we may make adjustments to your Cash Back Rewards balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us at law or equity.
- Cash Back Rewards have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law.
- You are responsible for any tax liability related to the Rewards Program. Please consult a tax advisor regarding any tax concerns.
- Applicable federal law and the substantive laws of the State of Delaware shall govern this Agreement.
- You consent to and authorize us and any of our affiliates, agents and service providers to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.
- If any part of this Rewards Agreement is found to be void or unenforceable under applicable law, all other parts of the Rewards Agreement will still apply. We may delay or waive enforcing any of our rights or remedies without losing them.
- The Rewards Program is offered by TD Bank and may be administered or serviced by third parties who are not affiliated with TD Bank. You agree that TD Bank may share information about your Account and Account transactions with such third parties to administer and service the Rewards Program.
- TD Bank may assign its rights and obligations under this Agreement to a third party who will take our place in this Agreement.
- By participating in the Rewards Program, and accepting and using rewards earned, you or any other beneficiary of the Rewards Program release, discharge and hold harmless TD Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program.
- The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with TD Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third party service provider names, logos and marks are used with permission and are the property of their respective owners.

## Rewards Agreement Redemption Rules

- These Redemption Rules are part of the Rewards Agreement.
- To redeem, log in to rewards at [ally.com/ccservicing](https://ally.com/ccservicing) or call 1-888-916-2559 from 9a.m. to 9p.m. Eastern Time, 7 days a week with the exception of some U.S. federal holidays, when the Rewards Center is closed.
- The Rewards Program is administered by Total System Services, Inc. (TSYS). TSYS is not affiliated with TD Bank. If you apply for and are approved for an Account, you agree that TD Bank and TSYS may share information about your Account and Account transactions with each other for the purpose of administering and managing the Rewards Program.
- In order to access certain benefits associated with the Rewards Program, you agree that you may be asked to provide personal information about yourself, such as your Account information and that the information you provide will be disclosed to third parties as necessary to obtain these benefits. We and our independent contractors have no control over, and no responsibility or liability for, the use by any merchants or other third parties of your personal information or any other information that such parties independently obtain from you or that is given to such parties to process your transactions or fulfill your benefits. You should check their privacy policies before entering into any transaction with them to obtain these benefits. We will protect your information as set forth in the "Privacy" link found at [ally.com/ccservicing](https://ally.com/ccservicing).
- In many cases, we may contract with independent contractors to administer these benefits, including, but not limited to, the issuance of travel documentation, administrative services, and travel reservations. We do not own or control the independent contractors used to administer these benefits. Neither we, nor these independent contractors nor our respective subsidiaries maintain control over the independent suppliers used to provide accommodations and/or services as part of fulfilling these benefits. We and our independent contractors do not assume responsibility for any travel or other services provided by any independent supplier. You release us, our independent contractors, and our respective subsidiaries from any responsibility and/or liability for any loss, injury, damage, accident, delay, inconvenience, or irregularity that you or any other person may suffer due to any cause relating to the Rewards Program or the use of any facilities, services, or goods in connection with any travel or other service provided by any independent supplier.

### Cash Back Redemptions

- You can redeem your Cash Back Rewards through an Account statement credit or an electronic deposit into an eligible Ally Bank account.
- In order to redeem, you must have accrued at least \$25 in Cash Back Rewards.
- **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**
- Statement credits will be processed within 5-7 business days from date of redemption and should appear on your statement within two billing cycles of the request.
- Electronic direct deposit can only be credited to an eligible Ally Bank account owned by the primary Cardholder. If the funds are not deposited into your Ally Bank account within seven (7) business days please contact us.
- All Cash Back redemptions are final.