



Ally CashBack Credit Card Program

Important Credit Card Terms and Conditions

Rates, fees and other important costs of the Ally CashBack Credit Card are disclosed below. Additional fees and account terms are described in the Ally CashBack Credit Card Agreement that will be enclosed with the card if a credit card account is opened. The terms disclosed below and in the Ally CashBack Credit Card Agreement (together, the "Agreement") and the Ally CashBack reward program may be changed at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for an Ally CashBack Credit Card, you may receive a credit card account (an "Account") with a minimum credit line of \$500 or more. **If you apply and are approved, you will receive either a Signature Visa® card if your approved Account credit limit is \$5,000 or greater or a Platinum Visa® card if your approved Account credit limit is less than \$5,000. Both Signature and Platinum cards have the same terms and conditions, however, the Signature card comes with added Visa® Signature benefits such as complimentary 24/7 concierge support, access to exclusive events, special shopping perks and more.**

The information about the costs of the card described below is accurate as of April 21, 2017. This information may have changed after that date. To find out what may have changed, please call TD Bank at 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.74%, 18.74% or 23.74% , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% Introductory APR for the first 12 billing cycles after Account opening. After that, your APR will be 13.74%, 18.74% or 23.74% based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none">• Balance Transfers• Cash Advances• Foreign Transactions	Either \$10 or 4% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. 3% of each transaction in U.S. dollars.
Penalty Fees <ul style="list-style-type: none">• Late Payment	Up to \$35

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including Current Transactions)."

Procedures for Opening a New Account (USA Patriot Act): To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. What this means to you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

How the Variable APRs on Your Account Are Determined: The APRs on your Account will be determined each billing cycle by adding a margin to the Index. Please see your Ally CashBack Credit Card Agreement for more information.

Loss of Introductory APR: If you are 60 days past due, we may end your introductory APR for Balance Transfers and apply the standard APR for Balance Transfers as stated in the Interest Rates and Interest Charges Table, to all existing and new Balance Transfer balances on the Account.

Margins: For Purchases and Balance Transfers, 9.74%, 14.74% or 19.74% will be added to the Index; for Cash Advances, 19.99% will be added to the Index.

Index: The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) as published in the Money Rates section of *The Wall Street Journal*. As of 4/21/2017, the Prime Rate was 4.00%.

About This Credit Card Program: This credit card program is issued and administered by TD Bank, N.A. ("TD Bank") located in Wilmington, DE. Any Account opened in response to this application shall be governed by the laws of the State of Delaware. Visa® is a registered trademark and service mark of Visa International Service Association, and is used pursuant to a license.

Card Eligibility: To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

Balance Transfers: You may be able to transfer balances from eligible credit card accounts to your Account. **Balance Transfers are subject to a fee based on the amount of the transfer with a minimum fee as indicated in the Fees table, and are subject to your available credit limit.**

Should your Balance Transfer request be approved, the **amount of the Balance Transfer transaction fee will be added to your minimum monthly payment amount** in the month the Balance Transfer posts to your Account. Each month you must pay at least the full amount of your minimum monthly payment which will include any Balance Transfer transaction fee(s) by the payment due date specified on that statement. The minimum Balance Transfer amount is \$250 (plus the applicable Balance Transfer transaction fee for the Account). We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to you or made payable to cash. Balance Transfers may be used to pay off other creditors, but cannot be used to pay off accounts owned by TD Bank or to any bank now or previously affiliated with TD Bank.

It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. You must continue paying each of your creditors until the requested Balance Transfer appears on your monthly billing statement sent to you by your creditor as a credit. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact your other creditors directly.

Introductory or Promotional APRs on Balance transfers: If you take advantage of a 0% Introductory or Promotional Annual Percentage Rate (APR) balance transfer offer and then you use your Account to make new Purchases, you can avoid paying interest on those new Purchases if you pay each month by payment due date, the amount that equals 1) the Minimum Payment Due, plus 2) the total outstanding Purchase balance; plus 3) the total of any outstanding balance(s) that is not at a 0% promotional APR, such as a cash advance; plus 4) any account fees.

Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers. If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

Cash Advances: Cash Advances obtained from a financial institution, an automated teller machine (ATM) or any other party that agrees to honor the credit card for cash advance purposes, and all Convenience Checks (including Convenience Checks used to transfer balances) posted to your Account are considered Cash Advances. Cash Advances are subject to a transaction fee (see Fees table above) and the amount of the Cash Advance transaction fee charge will be added to your minimum monthly payment amount in the month in which the Balance Transfers post to your Account and which will be due by the payment due date specified on that statement.

Credit Reports: You agree that we have a right to obtain a credit report in connection with our review of your application and if approved after we establish the Account, to administer the Account. You agree that we may report to others our credit experience with you. At your request, we will provide the name and address of each consumer-reporting agency from which we obtained a report about you.

Your Telephone Number: When you give us your mobile phone number, we have your permission to contact you at that number about all of your Account. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may contact us anytime to change these preferences.

Information Sharing: You agree that TD Bank and Helix Global Solutions Inc. may share information about your Account transactions with each other, for the purpose of administering and managing the rewards program. You also agree that Ally Bank and TD Bank may share information about you and the Account to the extent necessary to administer the Ally CashBack Credit Card Program in connection with the Account. If you have any questions, you may call 1-888-916-2559.

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Important Notice & Acknowledgment: By signing or otherwise authorizing and submitting an application, you authorize TD Bank, its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about you, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating your application for credit. If your application is approved and credit is extended to you, you further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for taking collection on the Account, and to furnish information concerning your Account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. You agree that all credit card applications remain the property of TD Bank. By submitting a credit card application to TD Bank, you also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account for which you are approved. By submitting a credit card application to TD Bank, N.A. you agree to the Important Credit Card Terms and Conditions, including the important rate, fee and cost information and the conditions of the Agreement, including the right of TD Bank to change terms and add new terms to the credit card account at any time. By activating a card or allowing an authorized person to activate or use a card or the Account, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the credit card account or the Agreement, and you agree to submit to the personal jurisdiction of such courts. You also agree to waive the right to a trial by jury. You agree that the Account will only be used for lawful personal, family or household purposes. You further acknowledge you are at least 18 years of age (19 years of age for residents of Alabama or Nebraska or 21 years of age if you are a resident of Mississippi).

Notice to California Residents: Married applicants may apply for separate accounts.

Notice to New York Residents: Information About Applying for a Credit Card: When you sign or otherwise submit a credit application, you are providing your consent and authorizing TD Bank, N.A. and its successors, assigns, employees and designated agents to gather credit, employment and other information about you, including credit bureau reports, for purposes of evaluating your application for credit. If your application is approved and credit is extended to you, we may take steps to re-verify any or all of such information from time to time, including by obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for collecting on the Account. In addition, we will furnish information concerning your Account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. When you submit a credit application to us, you are certifying that you have not concealed essential information for determining your identity and creditworthiness, and that no misrepresentations have been made on the application. If approved, you agree to abide by the terms and conditions applicable to the Account. New York Residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

Notice to Rhode Island and Vermont Residents: A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. *If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.*

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court decree under Section 766.70, adversely affects the interest of the creditor, TD Bank USA, N.A., unless the Bank, prior to the time the credit is granted, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY. Married applicants must provide their Social Security number and address and their spouse's name and address to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

IMPORTANT INFORMATION ABOUT THE ALLY CASHBACK CREDIT CARD PROGRAM

The following contains the rewards program rules ("Program Rules") for the Ally CashBack Credit Card Program (the "CashBack Program") and includes important conditions and limitations. Use of your Ally CashBack Credit Card Account ("Account") constitutes your acceptance of each of the terms described below and the terms of the Ally CashBack Personal Credit Card Agreement ("Agreement"). Please read these Program Rules and keep this document in a safe place. Capitalized terms not defined in these Program Rules have the meaning ascribed to them in the Agreement. To qualify for participation in the CashBack Program and to maintain your good standing:

- You must maintain an open and active Account that is not in default under the Agreement with us.
- Your Account cannot have been inactive for 12 billing cycles in a row (representing approximately 12 months). "Inactive" means you have no balance, no payments and no transactions.
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Account only for personal, family or household expenses.

How can I earn CashBack Rewards?

- You will earn cash rewards of 1% on all new retail purchases made on your Account less credits, returns, and adjustments ("Net Purchases") charged in a billing cycle.
- You will earn a bonus cash reward of an additional 1% for each one dollar (\$1) of all Net Purchases on eligible gas and grocery purchases made and posted to your Account during a billing cycle. To qualify for this additional bonus cash reward the transaction must be assigned one of the following specified merchant category codes ("MCC"): 5411 – Grocery Stores/ Supermarkets; 5462 – Bakeries; 5451 – Dairy Product Stores; 5499 – Misc. Food Stores; 5541 – Service Stations; 5542 – Automated Fuel Dispensers; 5983 – Fuel Dealers.
- MCC may change. We are not responsible if merchant category codes change. Individual merchants are responsible for designating their own merchant category codes. Purchases made at merchants that do not process transactions under these terms or that use incorrect merchant category codes will not qualify for and you will not receive the additional 1% bonus cash reward. Please note that large warehouse-type stores and superstores are not classified as grocery stores or gas stations and will not qualify for the additional 1% bonus cash reward regardless of the merchant category code.
- Balance Transfers, Cash Advances, purchases made by or for a business or for a business purpose, 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, and unauthorized/fraudulent transactions do not earn cash rewards.

How Can I Redeem My CashBack Rewards?

- Cash rewards may only be redeemed upon the request of the primary Account holder in the form of either a direct deposit into an eligible Ally Bank account of the primary Account cardholder or statement credit only. In order to redeem, the cash rewards must be at least \$25 or more. To redeem your cash reward, call 1-877-745-4677. Additional information is also available at ally.theccrewards.com for Account holders.

How Can I Qualify for the One-Time Bonus Offer for New Accounts?

- New accounts opened after May 26th, 2016 are eligible to earn a one-time CashBack bonus offer ("One-Time Bonus Offer") of \$100 cash-back (as a statement credit or direct deposit into the designated Ally Bank account: checking, savings or money market) if you spend \$500 in total Net Purchases with your Account within the first three billing cycles of Account opening date.
- Provided your Account is open and in good standing, the equivalent of \$100 cash back reward will be added to your Account (which will be reflected on your monthly billing statement) in six to eight weeks after you have met the eligibility criteria. The maximum amount that may be earned in connection with the One-Time Bonus Offer is a \$100 cash reward.
- This One-Time Bonus Offer is not available if you open an account in response to a different offer that you may receive from us or if you previously received a One-Time Bonus offer on this Account or any other account with us.

How Can I Earn the Bonus 10% CashBack Rewards?

- If you redeem your cash rewards into an 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% rewards bonus. You must have an eligible Ally Bank account, which is open and in good standing, to be eligible for the 10% rewards bonus.
- As an example: \$10,000 spent in purchases x 2% = a cash back reward of \$200, plus the 10% bonus reward equals a cash back reward total of \$220 into your eligible Ally Bank account.

Do CashBack Rewards Expire?

- For as long as the Account remains open and in good standing, your cash rewards will not expire and there is no restriction to the amount of cash rewards that may be earned annually.
- Your cash rewards will be forfeited if your Account is closed for any reason, whether by you or by us. See below for additional restrictions.

Are There Any Redemption Restrictions?

- Yes, your Account must be open and in good standing in order to redeem cash rewards. If your Account is closed for any reason, by you or by TD Bank, your participation in the CashBack Program will be terminated and the total balance of any unredeemed/accumulated rewards will be forfeited. You will also forfeit any unredeemed/accumulated rewards if you cancel your participation in the CashBack Program or if the CashBack Program is terminated. We may, at our sole discretion, cancel, modify, restrict or terminate the CashBack Program or any aspects or features of the CashBack Program at any time without prior notice. All interpretations of the Program Rules shall be at our sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the CashBack Program, as determined by us in our discretion, we reserve the right to make adjustments to your cash rewards and/or to cancel your participation in the CashBack Program, close your Account at any time and/or take whatever action that may be available to us at law or equity. Cash rewards have no cash value except when redeemed in connection with the CashBack Program, and may not be used in place of payment of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to TD Bank. Cash rewards may not be transferred or assigned.
- The CashBack Program is administered and managed by Helix Global Solutions, Inc. Helix Global Solutions, Inc. is a service provider to TD Bank, but is not in any way affiliated with TD Bank, N.A., Ally Bank or Visa U.S.A. Inc., and is solely responsible for administering and managing the CashBack Program.

You also agree that TD Bank and Helix Global Solutions Inc. may share information about your Account transactions with each other, for the purpose of administering and managing the rewards program.