



Straightforward.

Dear Valued Customer,

Thank you for your interest in Ally. Getting started is simple. Here's how:

1. Complete, check and sign the Account Application and select the account(s) you wish to open.
2. Complete and sign a personal, pre-printed cheque drawn on a Canadian financial institution that is payable to yourself for your initial deposit. If this is a joint account you can either:
 - a. Complete a personal, pre-printed cheque drawn on your joint account, payable to both names and signed by both account holders; or
 - b. Each account holder may send in a personal, pre-printed cheque drawn on a Canadian financial institution that is payable to and signed by each individual account holder
3. Then mail the Account Application and cheque(s) to:

Ally

P.O. BOX 350 STN. C
TORONTO, ON M6J 3N1

And we promise to keep things simple, with no minimum deposits, hidden expenses or confusing fees.

Once your cheque has cleared and your identity has been verified, we'll send you a Welcome Kit with all of your account information and everything else you need to know.

Questions?

If you have any questions at all, our Customer Advocates are here to help. Please call them anytime, 24/7 at 1-866-247-ALLY (1-866-247-2559). Or get answers online at ally.ca.

Remember, when you invest with us, you know you're always getting one of the best rates in the country. We look forward to working for you!

Sincerely,

Mike Spero
Managing Director, Ally

866-247-ALLY | Visit www.ally.ca

Ally High Interest Savings Account / Guaranteed Investment Certificate (GIC) Application

Account Type(s)

Please select the product and deposit amount for each account you wish to open with Ally. Don't forget to add up the total amount of your initial deposit for all products.

| | Deposit Amount \$ |
|--------------------------------------------------------|-------------------|
| <input type="checkbox"/> High Interest Savings Account | \$ _____ |
| <input type="checkbox"/> GIC – 3 months | \$ _____ |
| <input type="checkbox"/> GIC – 6 months | \$ _____ |
| <input type="checkbox"/> GIC – 9 months | \$ _____ |
| <input type="checkbox"/> GIC – 12 months | \$ _____ |
| <input type="checkbox"/> GIC – 18 months | \$ _____ |
| <input type="checkbox"/> GIC – 2 years | \$ _____ |
| <input type="checkbox"/> GIC – 3 years | \$ _____ |
| <input type="checkbox"/> GIC – 4 years | \$ _____ |
| <input type="checkbox"/> GIC – 5 years | \$ _____ |
| Total Deposit Amount | \$ _____ |

Information Required by Law

Canadian Anti-Money Laundering legislation requires Ally to collect information on the purpose of the account.

Please select one of the following purpose of account:

- | | |
|---------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Personal Savings | <input type="checkbox"/> Home Purchase |
| <input type="checkbox"/> Emergency Fund | <input type="checkbox"/> Retirement Savings |
| <input type="checkbox"/> Education | <input type="checkbox"/> Vehicle Purchase |
| <input type="checkbox"/> Vacation / Leisure | <input type="checkbox"/> Other (please be specific) _____ |

Will this account be used by or on behalf of anyone who is not registered on the account? Select one:

- Yes, please call Ally at 1-866-247-2559. No

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Ally High Interest Savings Account / Guaranteed Investment Certificate (GIC) Application

Personal Information

| | | | |
|--------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------|----------------------------------|
| _____ First Name | _____ Middle Initial | _____ Last Name | _____ Social Insurance Number |
| _____ Street Address | | _____ Apt. | _____ Birth Date (DD/MM/YYYY) |
| _____ City | _____ Province/Territory | | _____ Postal Code |
| _____ Home Telephone Number | _____ Business Telephone Number | _____ Email Address | |
| _____ Gender (Male/Female) | _____ Occupation, please be specific and include title (If retired, list last Occupation and title) | | |

- Please check this box if you do NOT wish to receive news, information and promotional material. To learn more, please refer to the Note on Marketing in our Privacy Policy under the Privacy tab at www.ally.ca.
- Please check this box if you do NOT wish to receive electronic statements, otherwise they will be provided to you on-line.

Joint Account Holder's Information

Please make this a joint account

| | | | |
|--------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------|----------------------------------|
| _____ First Name | _____ Middle Initial | _____ Last Name | _____ Social Insurance Number |
| _____ Street Address | | _____ Apt. | _____ Birth Date (DD/MM/YYYY) |
| _____ City | _____ Province/Territory | | _____ Postal Code |
| _____ Home Telephone Number | _____ Business Telephone Number | _____ Email Address | |
| _____ Gender (Male/Female) | _____ Occupation, please be specific and include title (If retired, list last Occupation and title) | | |

- Please check this box if you do NOT wish to receive news, information and promotional material. To learn more, please refer to the Note on Marketing in our Privacy Policy under the Privacy tab at www.ally.ca.

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Ally High Interest Savings Account / Guaranteed Investment Certificate (GIC) Application

By signing below, each Account Holder(s) acknowledges the following:
I/WE AUTHORIZE RESMOR TRUST COMPANY TO USE MY/OUR PERSONAL INFORMATION PROVIDED ABOVE TO OBTAIN A CONSUMER REPORT FROM A CREDIT BUREAU/CONSUMER REPORTING AGENCY FOR THE PURPOSE OF CONFIRMING MY/OUR IDENTITY FOR THE PURPOSE OF THIS APPLICATION.
BY SUBMITTING A PERSONALIZED CHEQUE IN CONNECTION WITH THIS APPLICATION, I/WE CONSENT TO RESMOR TRUST COMPANY CONFIRMING MY/OUR DEPOSIT ACCOUNT WITH A FINANCIAL INSTITUTION IN CANADA, FOR THE PURPOSE OF CONFIRMING MY/OUR IDENTITY.
I/WE CONFIRM THAT THE INFORMATION ABOVE IS TRUE, COMPLETE AND ACCURATE.
I/WE HAVE READ ONLINE USAGE TERMS AND CONDITIONS, TERMS AND CONDITIONS FOR HIGH INTEREST SAVINGS ACCOUNTS AND GUARANTEED INVESTMENT CERTIFICATES, INTEREST RATE DISCLOSURE AND PRIVACY POLICY, AND AGREE TO BE BOUND BY THEM.

By signing below I signify that I have read the Undertakings, Acknowledgements, Agreements and Elections above and agree to the contents described therein.

The information in this document, including the S. I. N., will be used for record keeping, financial reporting and tax reporting purposes.

Client Signature _____ Date _____

Client Signature _____ Date _____
(If Joint Account)

Please send the completed application to:

Ally
PO BOX 350 STN C
TORONTO, ON M6J 3N1

866-247-ALLY | Visit www.ally.ca

ACCOUNT AGREEMENT: HIGH-INTEREST SAVINGS ACCOUNTS AND GUARANTEED INVESTMENT CERTIFICATES

The following terms and conditions (Terms and Conditions) apply to the particular Accounts that you open with us. The agreement between us and you relating to an Account also includes the disclosure that we provide respecting the interest rate that is paid on the balance in your Account.

1. GENERAL MATTERS

Definitions that we use in these Terms and Conditions:

We, our, and us refer to ResMor Trust Company, and **you, your, and Account Holder** refer to each person in whose name an **Account** has been opened.

Account means any one or more of a HISA or a GIC.

External Account means an account that you have at another financial institution that has been linked to your Account.

GIC means a deposit account that you open with us into which you deposit a fixed amount for a fixed term and for which we guarantee the rate of interest for the term. A GIC may be offered for different periods (we call these terms) ranging from three months to five years.

HISA means a deposit account that you open with us that is referred to as a **High-Interest Savings Account**.

Password means the combination of letters and/or numbers that you select that permits you to access your Account over the phone or online.

PIN means a secret code that you use to confirm your identity when you conduct Account transactions by telephone.

A. Opening an Account

You may open an Account with us if:

- You are a resident of a province or territory of Canada where we offer the Account; and
- You are at least 18 years of age; and
- You send us a signed personal cheque (with your name and address preprinted on it) for any amount in Canadian dollars. The cheque must be drawn on an External Account (at another Canadian financial institution) that is payable to you and the cheque must be honoured by that other financial institution when we present it for payment (If you want to open a GIC, the cheque that you provide to us must be for the amount of the GIC); and

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- You provide us with any other information about you that we require to verify your identity or must obtain according to law.

Before opening an Account for you, we may also want to speak to you to confirm your instructions.

All Accounts are held in Canadian dollars.

A joint Account may be opened by two or more individuals. The names of all individuals must appear on the cheque that links the External Account and each person must sign that cheque. We reserve the right to limit the number of Account Holders for a single Account. For more information on joint Accounts, see below under **Joint Accounts**.

Once you have opened an Account, you may call us at 866-247-2559 and identify one or more External Accounts that you wish to link to your Account (subject to our limit on the number of your External Accounts). Or you can send us a void personal cheque (with the name of at least one Account Holder preprinted on it) for each External Account. We will then make a deposit of **one dollar (\$1) or less** to the particular External Account from your Account. You must then verify the deposit in order to link the External Account to your Account. You must maintain at least one External Account at all times. In order to confirm this, you authorise us to process a credit of one cent (1¢) each year to each External Account without notifying you.

When you open an Account, you will have to select one Password for our interactive telephone system and another Password for online transactions. You may also have to select a PIN, or you may be given an initial PIN which you may have to change. You will be asked for your Password each time that you use our telephone or online service, and when we talk to you by phone we may also ask you for your PIN and other information, including personal information, to confirm your identity. Keep your Password(s) and PIN secret. If you suspect that any other person has become aware of your Password or PIN, you must immediately notify us, otherwise, you will be liable for all transactions that are made using your Password or your PIN. You must also assist us in investigating any unauthorized transactions. We may also require you to adopt other security measures to protect the security of your information.

If any claim or other proceeding is made against us as a result of your maintaining an Account with us, and we suffer any loss or incur any expense as a result of that, you agree to indemnify us for any such loss or expense.

B. Making Deposits and Withdrawals

You may make deposits to and withdrawals from an Account in the following ways:

- Transfer funds between a HISA and an External Account or another HISA online or by telephone
- Make pre -authorised deposits to a HISA from an External Account (see **Transfers from External Accounts** below)

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- Mail us a cheque payable to yourself if you want to make a deposit to your HISA or open a GIC
- Transfer funds from your HISA to open a GIC

Online fund transfers are subject to the Terms and Conditions for Online Services. We may from time to time change the policies and procedures for transferring funds to and from an Account. We cannot accept cash, coins, traveller's cheques, or cheques drawn in a currency other than Canadian dollars for deposit to an Account. If you send us any of those items, we will not be responsible to you if they are misplaced or stolen. We reserve the right to limit the amount of any deposit. Before we process a transaction by telephone or online, you may be asked to provide information to us that confirms your identity, such as your customer number, a Password, a PIN, and other information to confirm your identity. While we cannot guarantee the time that it will take for funds to be transferred to or from your Account, it usually will take up to three business days after you contact us by telephone or submit your request online, although we cannot guarantee that this will always be the case.

Even after we have processed a funds transfer request from an External Account or deposited a cheque to your Account, we have to know that those funds have been released by the other financial institution before we can allow you to withdraw those funds. This is what is referred to as a **hold** on those funds.

We will hold funds for up to five (5) business days, but if we need to take additional steps to verify that any funds will be received by us, we may hold those funds for a longer period of time. In any case, we will not put a hold on any funds for a period that is longer than what the law permits, and you will earn interest on those funds while they are subject to a hold

C. Overdraft

If an overdraft occurs in a HISA because any cheque or funds transfer request that we have credited to a HISA is not honoured by the financial institution to which it was submitted for payment, you must repay that overdraft.

If it turns out that your instruction given over the phone was inaccurate, you will be responsible for that transaction. We are not responsible for any penalties, fees, interest, costs, or damages imposed upon or incurred by you with respect to any transfers or payments, or for our inability to retrieve electronic payments from third-party accounts with us or from other financial institutions.

Please refer to the Terms and Conditions for Online Services for more details.

D. Account Information/Transaction History

All information about your Accounts will be available online. Unless you specifically request a written statement (see below), we will not send you one. If you request a written statement for your HISA, we will send it to you monthly. Statements for a GIC will be available only when it matures. Statements for a joint Account will be sent only to the person(s) who have indicated on the application for the Account that they wish to receive a statement.

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You may also call us toll free at **866-247-2559** to obtain information about your Account. Your online transaction history will be available for the past **60** days. If you wish to keep a permanent record of such transactions, you should save the information in your computer or print a paper copy.

If you think we have made an error in an account statement, you must send us an online message through Secure Email or write to us at the address under "Questions" at the end of these Terms and Conditions.

We must hear from you no later than 60 days after we send the first statement on which the error appeared.

- Please include the following information:
 - Your name and Account number
 - A clear explanation of the error, question, or area of concern
 - The transaction reference number assigned by the Online Services (if you have it); and
 - The dollar amount of the suspected error.
- We will notify you of the results of our investigation and whether an error occurred within 10 business days. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question.

We may decide to 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 in writing and we do not receive it within 10 business days, we may not credit your Account.

We will tell you the results of your investigation within three business days after completing it. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. We will also withdraw funds that we have credited to your account.

E. Joint Accounts

When an Account is held jointly by two or more people, each Account Holder is bound by these Terms and Conditions and is jointly and separately liable to us for all transactions and charges related to the Account. The following Terms and Conditions apply:

- We are entitled to act on instruction given by any Account Holder, without the consent or authorisation of any other Account Holder, until we receive written notice to the contrary from any Account Holder. This includes instructions with respect to the closure of a HISA, or with respect to the early redemption or renewal of a GIC.
- We can deposit in your Account all amounts received by us from any Account Holder, or collected by us on behalf of any Account Holder.
- Except for a lawful claim made before repayment, the whole or any part of the balance of your Account may be withdrawn by any Account Holder, subject to any restrictions in these Terms and Conditions.

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- Subject to the law at the time, the death of any Account Holder does not affect the right of any surviving Account Holder to withdraw any balance in the Account or to give any other instruction relating to the Account.

F. Our Right of Set Off

Our obligation to pay you (or any Account Holder if the Account is a joint Account) the balance in your Account and any accrued interest is subject to our right to use that amount (including the principal amount of a GIC that has not yet matured and any accrued interest thereon at the early redemption rate) to pay any debts or other obligations that you or any other Account Holder owes us at the time or that will become due to us in the future.

G. Transfers from External Accounts (Requirements of Canadian Payments Association)

Any request for the transfer of funds to an Account from an External Account that you authorise us to process, whether on a recurring basis or as a specific request, is provided for our benefit and for the benefit of the other financial institution where the External Account is held. It is provided in consideration of the other financial institution agreeing to process such funds transfer requests against your External Account according to the rules of the Canadian Payments Association. You acknowledge to us that you are authorised to withdraw funds from the External Account without the authorisation of any other person. Provided that you have specified the amount of a funds transfer, you agree that we are not required to give you notice before we process any transfer of funds in that amount. You consent for us to disclose to the other financial institution any personal information that you have provided to us.

You agree to notify us of any changes in the information that you have provided to us concerning your External Account. You may cancel this authorisation or any funds transfer request at any time by giving us 10 days prior notice; however, you may cancel any scheduled transfer up to 48 hours prior to the scheduled transfer. Any notice or cancellation may be given in writing, or may be given by telephone by calling **866-247-2559** or online if we are able to verify your identity. You may obtain a cancellation form, or further information on your right to cancel this authorisation, by calling us or by visiting **www.cdnpay.ca**. You acknowledge that your communication of this authorisation to us also constitutes delivery thereof to the other financial institution. The other financial institution is not required to verify that each funds transfer request has been issued in accordance with this authorisation to transfer funds from the particular External Account, including verifying the amount, before processing a funds transfer request.

You have certain recourse rights if any funds transfer does not comply with this authorisation. For example, you have the right to receive reimbursement for any funds transfer that is not authorised or is not consistent with this authorisation. To obtain more information on your recourse rights, you may call us or visit www.cdnpay.ca.

H. Our Liability to You is Limited

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We are not liable to you for any indirect or consequential damages (including loss of profit) that you suffer if we fail to operate an Account in a satisfactory manner. We are not liable if there are interruptions because of malfunctioning systems for communicating with you processing of Account transactions service., including as a result of anything that our service providers or other agents do or fail to do. Our liability to you is limited to the direct losses that you suffer or expenses that you incur if we, our service providers or other agents have been grossly negligent or have intentionally acted contrary to our obligations to you.

I. Amending the Account Agreement

We may amend the Terms and Conditions of the Account Agreement without prior notice to you, unless we are required by law to give you such notice.

Governing Law

These Terms and Conditions and every transaction for an Account will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Amending These Terms and Conditions

J. HIGH INTEREST SAVINGS ACCOUNT (HISA)

We calculate interest on the closing balance each day in your HISA, plus accrued interest (resulting in daily compounding of interest), and credit your HISA each month with the interest that you have earned. When you open your HISA, we will notify you of the current rate of interest that we pay. We may from time to time, without notice to you, change that interest rate, unless we have agreed to pay you a certain rate for a specific period of time. The current rate of interest will be posted on our Website. We will provide you annually with a written statement setting out the interest rate (or rates) that we have paid on your HISA over the preceding year.

You may contact us at any time to close your HISA. We may close your HISA: (i) for any reason (including inactivity) by giving you 30 days prior written notice; (ii) without notice to you, if your HISA goes into overdraft, if you use your HISA for business purposes or we suspect that you are using your HISA for illegal purposes, or if you move outside of Canada or to any province or territory in Canada where we do not offer the HISA.

If you neither complete a transaction nor request an account statement for one (1) year, your HISA will become inactive, and we may require that you contact us and present acceptable proof of your identity and address in order to reactivate it. If your HISA remains inactive, we will send you a notice after 2, 5, and 9 years of inactivity and, after 10 years of inactivity, the amount in your HISA will be transferred to the Bank of Canada and we will notify you of that transfer.

K. GUARANTEED INVESTMENT CERTIFICATES (GIC)

We may offer a GIC for different periods (or terms) ranging from three months to five years. Interest rates for GICs are fixed for the term of the GIC. The rate of interest depends on the term of the GIC.

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When you open a GIC, we will notify you of the current rate of interest for a GIC having the term that you selected.

Interest on a GIC is calculated each day on the principal amount of the GIC plus earned Interest at the interest rate that we disclose to you. This results in the daily compounding of interest, which is credited to the account each month. You may choose to be paid accrued interest either once the GIC has matured or monthly. If you choose to be paid interest monthly, we will deposit these funds to your HISA (if you have one) or transfer them to your External Account. Interest will not be calculated and compounded against interest that has already been paid out of the GIC.

The term of a GIC will end on the last day of the term, even though that day may not be a business day. We will notify you before the last day of the term of your GIC (or the GIC maturity date) so that you may do one of the following:

- Renew your GIC for the same term or for any other term that we then offer at the current interest rate that we then offer for that term. If you choose this option, we can deposit to your HISA (if you have one) the interest that has accrued on your matured GIC, transfer those funds to your External Account, or you can choose to reinvest the accrued interest in your new GIC.
- Deposit part of the principal balance of your GIC in a new GIC for any term that we then offer at the current interest rate that we offer for that term. If you choose this option, we can deposit the remaining balance of your matured GIC and accrued interest to your HISA (if you have one) or transfer those funds to your External Account.
- Redeem your GIC. If you choose this option, we can deposit the balance of your matured GIC and accrued interest to your HISA (if you have one) or transfer those funds to your External Account.

If you do not choose one of these options before your GIC matures, the principal balance of your GIC and accrued interest thereon will be deposited in a new GIC for the same term at the interest rate that we then offer for that term.

However, if you have not contacted us to tell us what you want to do when your GIC matures, you will still have another 10 days after the end of the term of the matured GIC to let us know what you want to do. If during that 10-day grace period you tell us that you want to withdraw all or part of the principal balance of your matured GIC and accrued interest, then we will pay you interest on the amount that you decide to withdraw at the interest rate that was payable on the GIC before it matured for the length of the 10-day grace period that your funds remained on account. The principal amount and interest of the matured GIC that you wish to withdraw will be deposited to your HISA (if you have one) or transferred to your External Account.

You have the right to withdraw all of the principal balance of a GIC and accrued interest to which you are entitled before the GIC matures, but no partial withdrawals are permitted. If you redeem a GIC with a term of less than one year before it matures, you will lose all interest that has accrued. If you redeem a 12 Month GIC, you will receive all principal and interest earned. If you redeem a GIC with a term greater than one year before it matures, interest that we pay on the GIC from the date that the GIC was

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opened will instead be calculated at the early redemption rate that we disclosed to you when the GIC was opened based on daily compounding. In the case of any early redemption of a GIC, any interest that we have already paid you on that GIC, but that you are not entitled to receive because of such early redemption, will be deducted from the amount that we owe you on early redemption.

FOR TAX FREE SAVINGS ACCOUNT HOLDERS

The above Terms and Conditions will apply to any HISA or GIC that is held in your Tax-Free Savings Account.

L. COMPLAINTS PROCEDURE APPLICABLE TO ACCOUNTS

Any complaints, claims, disputes, or controversies between you and us that specifically relate to any accounts you have with us will be handled in accordance with the applicable account agreement.

Customer Complaint Resolution process:

Step 1

If you have a problem or concern, tell us about your problem or concern in the way that is convenient for you. You may contact a Customer Advocate toll-free at 866-247-ALLY (2559) or contact us by mail at Customer Care, Ally, P.O. BOX 350, STN. C, TORONTO, ONTARIO, M6J 3N1 or via Secure email by logging into your account.o. If the Customer Advocate is not able to resolve your concern, your concern may be referred to the appropriate department manager.

Step 2

If your concern remains unresolved, you may contact the Ally Ombudsman at 866-247-ALLY, by mail to Ally, P.O. BOX 350, STN. C, TORONTO, ONTARIO, M6J 3N1, or via Secure email by logging into your account.

Step 3

Third-party review:

In most cases, if your complaint has not been resolved to your satisfaction, you can have it reviewed by a third party. This service is nonbinding and is available to any individual or small business with a complaint. For banks and trust companies, you may contact the Ombudsman for Banking Services and Investments (OBSI).

Ombudsman for Banking Services and Investments (OBSI)

P.O. Box 896
Station Adelaide
Toronto, ON M5C-2K3

Toll-free telephone: 888-451-4519

Toll-free fax: 888-422-2865

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Toronto area telephone: 416-287-2877

Toronto area fax: 416-225-4722

Email: ombudsman@obsi.ca

Website: www.obsi.ca

Financial Consumer Agency of Canada

If you have a complaint regarding a potential violation of consumer protection law, you may contact the Financial Consumer Agency of Canada in writing at: FLY/ 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, ON K1R 1B9. Please note that the FCAC does not become involved in matters of business acquisition or compensation. All such requests must follow the process set out above.

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P.O. BOX 350 STN. C, TORONTO, ON M6J 3N1

Ally, a product of ResMor Trust Company. Member of Canada Deposit Insurance Corporation (CDIC).

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Account Agreement 8.0 12/15/09

Terms and Conditions

Introduction:

This agreement (this “Agreement”) between you and ResMor Trust Company describes the terms and conditions governing your use Ally.ca and your management of your Ally accounts online.

The agreements governing your individual Ally account, such as the Account Agreement, continue to apply and will prevail if there is a discrepancy between any part of those agreements and this Agreement.

You should review those agreements for any applicable fees, transaction limitations, and other restrictions that might impact your account when managing your Ally account online.

By requesting, accessing, or using any Service (or by authorising another person to request, access or use any service), you agree to comply with and be bound by the terms and conditions of this Agreement, each agreement that applies to your accounts with us, and any other terms that are incorporated into this Agreement by reference (including our Privacy Policy).

Terms of Use

Copyright

All text, images, graphics, animation, video, music, data, works, and other materials on this Website are subject to copyright and other intellectual property rights of ResMor Trust Company and/or its licensors. These materials may not be used or accessed by you except to use and access the Online Services as permitted in this Agreement, and these materials may not be copied, reproduced, distributed, modified, licensed, or reposted to other Websites without our express written permission. Systematic retrieval of data or other content from this site to create or compile a collection, database, or compilation without prior written permission from us is strictly prohibited.

Trademarks

“Ally” is a trademark of ResMor Trust Company and/or its licensors. The trademarks and service marks (collectively the “marks”) appearing on this Website are marks of ResMor Trust Company and/or its parent, subsidiaries, affiliates or licensors and may not be copied, reproduced, distributed, modified, licensed, or reposted to other Websites. The Website contains other copyright and trademark notices that you agree to observe and follow.

Definitions

The following words refer to ResMor Trust Company: “we,” “our,” and “us”.

The following words refer to the account owner as identified on the signature card and other account documents along with their legal representatives: “you” and “your”.

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“Online Services” is our Internet-based service, providing access to your online account(s).

“Username” is our designated code that allows you to use our Online Services.

“Password” is a series of numbers or letters, selected by you, that allows you to authenticate your Username.

Online Services

To use our Online Services to your online accounts you must have:

- An Internet-capable browser with service through an Internet service provider. Current supported browsers include Mozilla Firefox versions 2 or 3 and Microsoft Internet Explorer versions 6 or above;
- All equipment and connections needed to access and use the service, including upgrades, such as a computer equipped with a modem and Internet access; and
- An account — unless you are applying for one.

You may use our Online Services to:

- Apply for an Ally account
- Fund new Ally accounts
- See your current Account balance(s)
- Review your Account transactions
- Transfer funds between your Account(s)
- Make single or recurring electronic transfers from your designated Account(s) to any company or individual payee account that you designate (within Canada)
- Send and receive secure online mail messages and questions regarding your Accounts or Online Service to our Customer Care department
- Update your personal information, including phone numbers, email address, Password, and/or IVR PIN
- Perform other tasks that are permitted under a specific account agreement

Description of Services

A. Applying for an account

By submitting your application for an account or accounts, you authorize us to obtain a consumer credit report as part of your application review. If you are applying for a joint account, you represent to us that each other person in whose name the joint account is to be held has instructed you to authorize us to obtain a consumer credit report on them as part of such application review.

By proceeding with this process, you agree to the use of your credit report for the purpose of confirming your identity to help us process your application. If you are applying for a joint account, you

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represent to us that each other proposed joint account holder consents to the use of the credit report on them to confirm their identity in order to process such application.

By providing us with a personalized cheque as part of the application process, you consent to us confirming that you have a deposit account with a financial institution in Canada, for the purpose of confirming your identity to help us process your application.

Further details on the application process for an account may be found in agreement governing the account.

B. Fund transfers

Subject to the limits set forth below and in any other agreement with us, transfers can be made from your High-Interest Savings Account, Guaranteed Investment Certificate (on maturity), or Tax-Free Savings Account to other online Accounts you hold with us, or external accounts that you have set up for this purpose.

For online transfers, business days end at 12:00 a.m. Transfers submitted from your account before 12:00 a.m. will be processed on that business day. Transfers you submit after the 12:00 a.m. cut-off time will be processed the following business day.

Transfers can be scheduled as a one-time event or on a recurring basis in the future. You may also schedule a transfer of funds to recur in intervals, such as weekly, biweekly, and monthly. Scheduled recurring transfer of funds that fall on a weekend or other non-business day will be processed on the previous business day.

You authorise us to withdraw the necessary funds from the account you indicate on the date you request a transfer or on the date you've scheduled for the transfer to be processed. You agree that you will initiate the withdrawal only when you have sufficient funds or when funds will be available on the designated initiation date. If you do not have a sufficient balance, we may refuse to complete the transaction. In either case, no further attempt will be made by us to process the transfer. We are under no obligation to notify you if we cannot complete a transfer because there are insufficient funds to process a transaction. In all cases, you are responsible for making alternate transfer arrangements or rescheduling the transfer through the Online Services. In the case of fixed, scheduled transfers, only the transfer currently scheduled will be cancelled in the case of insufficient funds. Future-dated transfers will not be affected.

You may cancel or change a scheduled or future-dated transfer by clicking "Create New Transfer" in the right-hand column of your secure "My Accounts" area. You must cancel the transfer before 12:00 a.m. on the day the transfer is scheduled. Phone calls will not be considered an acceptable method for cancelling a transfer. If you choose not to cancel the transfer through the Online Services, you may either send us a message through Ally Secure Email or write to us at the address below in section J.

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We must receive your request at least three business days before the scheduled transfer date. If you write or send an email request to cancel a transfer, you may be charged for a stop payment if permitted under your Account agreement. Refer to your Account agreement for more information.

Terms and Conditions for Online Services

A. Online Service charges

There is no fee for the Online Services.

B. Service hours

This Website will be available 24 hours a day, 365 days a year — except during system maintenance and upgrades.

C. Business days

Our business days are Monday through Friday, excluding holidays observed by us.

D. Joint accounts

When you open a joint Account, we may act on the oral, written, or electronic instructions of any authorised signer. When enrolling for Online Services, the primary Account holder will be issued a Username and Password. If a joint Account holder would like to have separate online access, s/he would just need to enroll.

E. Changes to this Agreement

We may change this Agreement at any time. We could, for example, add, delete, or amend terms or services. Although we will endeavour to provide you with reasonable notice of changes, you remain responsible to inform yourself of the terms and conditions of this Agreement then in effect whenever you use the Online Services. Your use of the Online Services following any changes constitutes your acceptance of the revised Agreement.

F. Cancellation of Online Services

Your Online Services remain in effect until they are terminated by you or us. You may cancel your Online Services at any time by mailing us a letter or using Ally Secure Email. We may terminate your Online Services at any time, for any reason. We are not obligated to provide advance notification of cancellation.

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If you do not comply with this Agreement or any agreement governing the accounts that you access with our Online Services, we have the right to terminate any Service. If fees are imposed in the future, they will be specified and required to be paid under the particular agreement.

G. Secure Email

Our Ally Secure Email provides you with a secure way to correspond with us. When you use the Online Ally Secure Email to send messages to the Customer Care department, the content of your message will be transmitted using technology intended to protect your privacy; however, no technology can guaranty your privacy with absolute certainty, and there are risks inherent in submitting your personal information to an online forum. Any information sent through another email system may not be secure and may be observed by third parties in its transmission. If you send us a message by any method other than Ally Secure Email, we will not be responsible for any response made by us should a third party intercept your email. We need a reasonable amount of time to research and reply to your requests, although we will make every effort to respond to your message within 24 hours. Messages sent outside Ally Secure Email may not be held to the same response time.

If you need to contact us immediately, call us at 866-247-2559. By submitting a message via Ally Secure Email, you agree that we may respond to you via Ally Secure Email with regard to any matter related to the Online Services, including responding to any claim of unauthorised electronic funds transfer that you make. Any such Ally Secure Email we send to you will be considered received by you, regardless of whether or not you sign on to the Online Services. You also agree that we may send information about other products and services to you through Ally Secure Email.

If for any reason your external email address changes or becomes disabled, please contact us immediately so we can continue to provide you with automated messages.

H. Electronic disclosure

You consent that we may present any document relating to your use of any service in an electronic format, including this Agreement, any account agreement and any request for additional information. You may withdraw your consent for electronic delivery of this information at any time, but you understand that in doing so could result in the termination of the services. If at any time you would like to withdraw your consent, you should send a message through Ally Secure Email or write to us at the address below in section J.

You have the right at any time to request that any and all documents related to this Agreement or the services provided for herein be in writing on paper. If you would like to request a certain piece of documentation in that format, you may either send a request through Ally Secure Email or write to us at the address below in section J.

For any new accounts, we will have to obtain your consent again.

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If your email address changes, please notify us by sending us a secure message through Ally Secure Email.

I. Unauthorised requests for information

None of our employees nor any company affiliated with us will contact you via email or phone requesting your Username or Password. If you are contacted by anyone requesting this information, please contact us immediately at 1-866-247-2559.

J. In case of errors or questions about your electronic transactions

If you think we have made an error or if you have any other question about any electronic transaction, send us an online message through Ally Secure Email or write to us at:

Ally Customer Care
P.O. BOX 350, STN. C
TORONTO, ONTARIO M6J 3N1

We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. Please include the following information:

- Your name and account number
- Describe the error on the transfer that you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information
- The transaction reference number assigned by the Online Services (if you have it)
- The dollar amount of the suspected error

We will notify you of the results of our investigation and whether an error occurred within 10 business days and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question.

If we decide to, 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 in writing and we do not receive it within 10 business days, we may not credit your Account.

We will tell you the results of your investigation within three business days after completing it. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. We will also withdraw funds that it has credited to your account.

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You agree that we may respond to you via Ally Secure Email with regard to any claim of an unauthorised electronic fund transfer. Any such Ally Secure Email sent to you by us will be considered received by you whether or not you sign on to the Online Services.

K. Limitation of liability

Your liability to us for transaction on an account that you have not authorised and our liability to you regarding the operation of any of your accounts is set out in the agreement for the particular account.

Unauthorised use of the Online Services: Tell us at once if you believe that your online Password has been compromised or if someone has used the Online Services with your login information without your permission.

If you give someone your online Username and Password, whether intentionally, unintentionally or otherwise, you are authorising that person to use the Online Services in your name, and you are responsible for all use of the Online Services by that person.

For your protection, sign off after every Online Services session and close your browser.

- We will not be liable for any losses resulting from circumstances over which we have no direct control, including — but not limited to — the failure of electronic or mechanical equipment or communications lines, telephone, or other interconnect problems, operator errors, log in sequences, war and other acts of hostility, severe weather, earthquakes, floods, or other similar events. You acknowledge that there are alternate methods for accessing the information and processing the transactions provided by the Online Services, as set out in the agreement for the particular account. In the event you should experience problems in accessing the Online Services, you will attempt to access such information and perform such transactions by these alternate methods.
- **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THIS INCLUDES BUT IS NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE OPERATION, AVAILABILITY, RELIABILITY, TITLE, NONINFRINGEMENT, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.**
- There may be other exceptions stated in this Agreement and in other agreements with you. In no event will we be liable for damages in excess of your actual loss due to our failure to complete a transfer and we will not be liable for any indirect, special, incidental, exemplary, punitive, or consequential damages.
- The limitations, exclusions, and disclaimers above will apply irrespective of the nature of the

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cause of action, demand, or claim by you, including, but not limited to, breach of contract, negligence, tort, strict liability, or any other legal theory and will survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or any remedy contained herein.

L. General

In order to enroll for Online Services, you must be a resident of Canada and reside legally outside the province of Quebec (offer not currently available to residents of Quebec). By submitting your application, you are confirming your eligibility.

M. Governing law, amendments, and arbitration

- This Agreement and the Online Services are governed by the laws of the province of Ontario and the federal law of Canada applicable therein, without regard to conflicts of law principles.
- **EXCEPT AS DETAILED IN THIS SECTION M, ALL CLAIMS (AS DEFINED BELOW) WILL BE RESOLVED BY BINDING ARBITRATION. BY AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO LITIGATE THE CLAIM IN COURT, PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, OR HAVE A JURY TRIAL FOR CLAIMS THAT ARE SUBJECT TO ARBITRATION.**
- **AGREEMENT TO ARBITRATION CLAIMS:** Any claim, dispute, or controversy (collectively "Claim") between us and you regarding the Online Services (except those listed below in Section M.4) will exclusively be resolved by BINDING ARBITRATION by a single arbitrator in accordance with the Arbitration Act (1991). The term "Claim" will be given the broadest possible meaning. Unless inconsistent with applicable law, each party will pay his/her own attorney, expert, and witness fees and expenses.
- **CLAIMS EXCLUDED FROM JURISDICTION:** Any action for prejudgment injunctive relief or appointment of receiver(s) will not be subject to mandatory arbitration.
- **JUDGMENT AND ADDITIONAL TERMS:** An arbitration award will be final and may be entered as a judgment in any court having jurisdiction.

This Section M will survive any termination of this Agreement. If any portion of this Section M is deemed invalid or unenforceable, such invalidity or unenforceability will not invalidate the remaining portions of Section M or this Agreement.

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PRIVACY POLICY

"We", "our", and "us" refer to ResMor Trust Company (offering the product line Ally), and "you", "your", and "Customer" refer to each person in whose name an account has been opened or person who browses our site as a visitor.

Privacy Promise

Protecting your privacy is our priority.

Overview

You take your privacy seriously and so do we. We are a company committed to securing the personal information and protecting the privacy of our customers. This Privacy Policy is one way of sustaining your trust in our company, our products, and our services. This Privacy Policy describes how we collect, protect, and use information about you either during your visit to our Website or when you are our customer.

This Privacy Policy is effective July 1, 2009, and remains in effect until amended. We reserve the right to amend this Privacy Policy at our sole discretion without notice to you. We will post any amendments to this Privacy Policy on our Website, so please check periodically.

Customer Information

Customer Data Protection

We use security measures that comply with the Personal Information Protection and Electronic Documents Act (PIPEDA).

We train our employees on handling and securing customer data to maintain a culture of protection and security.

Access to Information

At your request, we will provide you with access to any personal information that we collect about you as required by PIPEDA. We may provide customers with access to Account information in different ways, including by mail, email, telephone, or other form of telecommunication, as further set out below. There are, however, situations where we will not be able to provide you with your information due to legal constraints, such as if the information also contain references to other persons.

Correcting Information

We are committed to maintaining accurate and up-to-date information on all of our Customers. As a Customer, you may update some of your information online by logging into your Account in

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order to utilize this feature. You can also help us maintain accurate and up-to-date information by telling us immediately of any errors in your information that you become aware of.

How to contact us regarding your account:

Mail:

Ally Customer Care
P.O. BOX 350, STN. C
TORONTO, ONTARIO M6J 3N1

Phone: 1-866-247-2559

Retention of Your Information

We will only retain your information to the extent:

- it is needed for the purposes which we have conveyed to you;
- we are required by law to maintain such information; or
- it is needed for us to address any issues or inquiries that you may have.

When your information is no longer required, we will dispose of such information by destroying it or erasing it in accordance with our record retention policy.

Withdrawing Consent

You may decide that you do not want us to use or share your personal information. You may withdraw or refuse to provide your consent by calling us at 866-247-2559 or by Ally Secure Email, and where we are not legally prohibited from doing so, we will use our best efforts to inform you of the consequences of such refusal or withdrawal of consent (which may include not being able to continue to provide you with certain products or services) and to promptly process your request.

Information We Collect About You During Your Online Visit

Website Visitors

When you browse our site as a visitor or are an unregistered user of this Website, we may collect and store information about your online visit (see "Cookies"). This information may include the time and length of your visit, the pages you view on our site, the last site you visited before coming to ours, your IP address, your geo-demographic data and the name of your Internet service provider.

We use this data on an aggregate basis to measure site activity, and on an individual basis to make the site more useful and provide information that may be of interest to you.

- provide information to us about you when you complete an online application or other form;

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- provide information to us about you during Web page registration; or
- provide information to us about you during personal profile updates.

Information Collection and Sharing Practices for Customers

Information We Collect About You as a Customer

In addition to all of the information collected and stored for Visitors, we collect our Customer's personal information including, but not limited to your name, address, birthdate, occupation and SIN.

How We Collect Your Information

We collect information about you, for example, when you:

- apply for a product or service, in order to identify you and process your application and
- use your account

Why We Collect Your Information

We collect, use, and share your personal information in order to:

- identify you and process your application for a product or service;
- where applicable, assess and update your creditworthiness on an ongoing basis;
- establish, maintain, service, process, analyze, and audit your relationship with us, including collecting any money you owe us;
- protect all parties from error and fraud;
- administer the delivery of products and services to you;
- determine your eligibility for products and services;
- market and sell products and services that may be of interest to you;
- comply with legal and regulatory requirements, including (but not limited to):
 - responding to a court order, search warrant, or other demand or request;
 - or
 - complying with requests for information from regulators; or
- purchase or sell all or part of our business or when contemplating such transactions.

Monitoring of Calls / Live-Chats

We monitor or record your telephone conversations and Live-Chat sessions with our Customer Advocates in order to provide the best customer service to you, and to keep a record of our conversations and sessions with you for your and our protection, for training purposes, or to confirm our discussions with you.

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Social Insurance Number Privacy Protection

We are required by law to obtain your Social Insurance Number (SIN) when you open an account with us that earns income. This is for tax reporting purposes.

For your protection, we also request your SIN during the application process to ensure that we're authenticating your identity (i.e. as a tool to identify you and to distinguish you from other individuals with a similar name). Please be aware that providing your SIN in this way is voluntary. Not providing your SIN for this purpose will not in itself prevent you from obtaining any products or services with us. If you wish to apply without using your SIN for identification purposes, please contact us toll free at 1-866-247-ALLY to process your request

Information We Share About Our Customers

What We Share

We may share personal information that includes, but is not limited to, your:

- name, address, and other account application information;
- account balances, transactions, and payment history; or
- creditworthiness, including credit history and credit score.

With Whom We Share

We may disclose some of the information we collect about you to third parties such as credit reporting agencies, regulators, and loan investors. These types of third parties are called non-affiliated third parties. We may also share some of this information with companies performing services on our behalf, such as the vendor who prepares and mails our monthly statements and the vendor who runs our call centre. These types of vendors are called service providers.

We may share information we collect about you with companies with whom we have formal agreements to offer other products and services. These types of relationships are called joint marketing partnerships.

Finally, we may share information we collect about you with companies related by common control (**i.e., GMAC Financial Services, Ally Bank, GMAC Insurances, Ditech, etc.**) to offer you products and services that may be of interest to you. These types of companies are called affiliates.

Except as described in this Privacy Policy, we will not share your information that we have collected unless we have your consent (either expressly provided, implied through the use of our products or services, or implied when you approach us to inquire about our products or services).

IN CONNECTION WITH THE DISCLOSURE OF YOUR INFORMATION DESCRIBED ABOVE, SOME OF THE PERMITTED RECIPIENTS (AFFILIATES, NONAFFILIATED THIRD PARTIES, SERVICE

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PROVIDERS, OR JOINT MARKETING PARTNERSHIPS) ARE LOCATED IN COUNTRIES OTHER THAN CANADA, INCLUDING THE UNITED STATES. AS A RESULT, WE MAY BE REQUIRED TO DISCLOSE YOUR PERSONAL INFORMATION TO GOVERNMENT AUTHORITIES, REGULATORS, OR LAW ENFORCEMENT IN ACCORDANCE WITH THE LAWS OF THESE JURISDICTIONS, WHICH MAY, IN THE CASE OF THE UNITED STATES, INCLUDE THE USA PATRIOT ACT.

A Note on Marketing

It is our common practice to notify new and existing customers of discounts and new products and services they might enjoy. Such notification can occur by mail, email, telephone, or other form of telecommunication as set out under "Customer Information" above. These offers may include products and services from us, our affiliates, non affiliated third parties, service providers, or joint marketing partnerships.

You may decide that you do not want your personal information used or shared for marketing purposes. If this is the case, you may always withdraw or refuse your consent at any time by calling us toll-free at 866-247-2559 or, if you're an existing customer, logging in to your account and sending us a message through Ally Secure Email. You should be aware that if you decide to withdraw or refuse your consent, our ability to communicate with you will be diminished. For example, we will generally not be able to tell you about price discounts, innovative reward programs, or other products and services that we may introduce in the future.

We may also use the personal information collected from you or others for purposes of conducting research (including surveys) to better understand your needs and requirements, and to understand your satisfaction with our meeting such needs and requirements.

Security Statement

About our Website(s)

Cookies

We may use Web cookies for security purposes to recognize your computer when you log into your Account. We may also make use of Web cookies or similar data on certain parts of our Website for fraud prevention and other purposes. If you disable your Web browser's ability to accept our Web cookies, it may not be possible for you to access your online account.

Passwords

Your access to certain portions of our Website may be protected with an individualized Username and Password. Your Username and Password are confidential and personal to you, and should never be disclosed or shared with anyone else.

Timed logout

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Certain portions of our Website may be protected with a timed-logout feature. This can help protect your Account from being viewed or used by others if your computer becomes unattended.

Encryption

We may use encryption to protect your information as it travels across the Internet. This can help prevent others from eavesdropping on your browser sessions with our Web servers.

Firewalls

Our Website may be protected with firewall technology, which can help prevent your Account information and our Website from being improperly accessed.

Surveillance

Certain portions of our Website are monitored by advanced surveillance and logging technologies. These technologies can help to ensure that both your information and our Web servers are protected from compromise.

Identity Theft / Fraudulent Activities

Theft/Fraud

Identity theft occurs when an individual uses your information without your permission to commit fraud or other crimes, such as account takeover or application fraud. Account takeover has occurred when an individual acquires your existing credit-account information and purchases products and services at your expense. Application fraud has occurred when an individual uses your Social Insurance Number or other information to open new credit accounts in your name.

If you believe you are a victim of identity theft, contact the two major credit bureaus listed to place a fraud alert message on your credit file.

TransUnion

All provinces except Quebec:

Fraud Victim Assistance Department
P.O. Box 338, LCD 1
Hamilton, Ontario
L8L 7W2

Phone:

800-663-9980

Residents of Quebec:

Centre De Relations Aux
Consommateurs TransUnion

Phone:

877-713-3393

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1 Place Laval Ouest , Suite 370
Laval, PQ
H7N 1A1

514-335-0374
(in Montreal)

Equifax Credit Information Services

Consumer Fraud Division
P.O. Box 190 Jean Talon Station
Montreal, PQ
H1S 2Z2

Phone:
800-465-7166
514-493-2314

You may also request a copy of your credit report. You should carefully review your credit reports for: accounts you did not open, inquiries from creditors you did not initiate, and for personal information (such as home address and Social Insurance Number) that is not accurate. If you see anything you do not understand or any accounts you did not open, call the credit reporting agency at the telephone number on the report.

If you decide not to place a fraud alert on your credit file, you can still obtain free copies of your credit report by calling the above noted phone numbers.

Questions

Questions about this Privacy Policy may be directed to our Privacy Officer at 866-247-ALLY (2559).

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