

Enrichment Federal Credit Union Privacy Policy for Alexa Skill

This Agreement is between you and Enrichment Federal Credit Union, a credit union having offices at 201 South Illinois Ave., Oak Ridge, TN (together, with its parents and subsidiaries, “Enrichment FCU” or “us” or “we”) and governs your use of the Enrichment FCU skill on Amazon’s Alexa service on any Alexa-enabled device (the “Skill”). The Agreement applies in addition to, and is not intended to replace, any other agreement that may apply in connection with your Enrichment FCU consumer credit card and/or checking account (“Account”), or the use of the Skill.

Before using the Skill, please read these Terms and Conditions, the Enrichment FCU Privacy Policy, and the Enrichment FCU Online Banking Terms and Conditions (collectively, the “Agreement”).

Your use of the Skill is conditioned on your acceptance of this Agreement. If you don’t accept these terms, you may not use the Skill.

- 1. Privacy and Security:** The Skill allows you to use your Alexa-enabled device (e.g., Amazon Echo) to communicate with Enrichment FCU, by voice, regarding your Account(s). To use the Skill, you will have to speak commands and questions aloud to Amazon’s Alexa service (“Alexa”), and you will receive responses aloud. Any communication to Enrichment FCU via Alexa will be treated by Enrichment FCU as a communication authorized by you, and any communication from Enrichment FCU via Alexa in response to a request received from your Alexa-enabled device will be treated by Enrichment FCU as a communication to you. In other words, you are responsible for all of the interactions with Enrichment FCU via the Skill. For example, it is possible that someone other than you could interact with Enrichment FCU via the Skill, or that someone could overhear you interacting with Enrichment FCU via the Skill and learn information about your Account(s). (Try using your “inside voice.”) It is also possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the Skill or with Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa-enabled device treat those interactions.
- 2. Third-Party Security Settings:** Once you set up your Alexa device with the Skill, you are authorizing Enrichment FCU to provide information to the device based on the device’s security settings. For example, the settings on your device may allow the device to retrieve information about your Account(s) based on only verbal requests from anyone who uses your device, or to save information about your Account(s) for easier access. By enabling the Skill on your Alexa-enabled device, you are responsible for how the Skill is used (including any communication to or from Enrichment FCU from your device).
- 3. Accuracy:** We didn’t design or manufacture Alexa or your Alexa-enabled device. The device also runs other software (e.g., Alexa and other third-party apps) that we did not write or design and do not have control over. It’s possible that Alexa will not hear you correctly, will incorrectly translate what you said, or even say something to you different than what we asked it to say. By accepting this Agreement, you understand and agree that Enrichment FCU is not responsible for inaccuracies in your interactions with Enrichment FCU via the Skill. If you have any issues or doubts about the accuracy of your

interactions with Enrichment FCU via the Skill, you can still get your Account details in all the same ways you have used previously (including using the Enrichment FCU mobile application(s) or logging on to your Account(s) on our website at www.enrichmentfcu.org).

4. **Pilot & Bugs:** We are making the Skill available as part of a limited, early pilot program. It's possible that there will be bugs. In addition to the possibility of Alexa mishearing you or misquoting us, there's also a possibility that something might not work correctly, or might not work at all. By getting this special preview and using the Skill, you're accepting that risk. Again, you do not need the Skill to access your Account(s). All of the information available from Enrichment FCU via the Skill is still available in all the same ways you have used previously (see "Accuracy" section, above). At this time, don't rely on the Skill as your sole means of accessing your Account(s).
5. **Electronic Records and Signatures:** By accepting these terms, you consent to the general use of electronic records and signatures in our relationship with you.
6. **Hardware and Other Requirements:** To participate in this pilot and access Enrichment FCU via the Skill, you must (1) have an active Account, (2) be enrolled in Enrichment FCU Online Banking with your Account, (3) be a legal resident of one of the 50 United States or the District of Columbia, (4) 18 years of age or older, and (5) have an Alexa-enabled device, an internet connection, and an Amazon account. You cannot use the Skill otherwise.
7. **Release of Your Information to Amazon:** Your interactions with Enrichment FCU via the Skill are subject to the Enrichment FCU Privacy Policy. By installing the Skill, you are authorizing Enrichment FCU to perform the actions and/or share with Amazon the information communicated to Enrichment FCU, or requested from Enrichment FCU. For example, if you request that Alexa tell you your balance on your Enrichment FCU auto loan, you authorize Enrichment FCU to release that information to Amazon.
8. **Changes or Amendments:** We may change, suspend, or discontinue the Skill, or any part of it, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on our website at www.enrichmentfcu.org. Your continued use of the Skill after the effective date of the revised Agreement constitutes acceptance of the terms.
9. **Termination:** Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, we may immediately revoke your access to the Skill.
10. **Disclaimer of Warranty:** YOU ASSUME ALL RISK FOR YOUR USE OF THE SKILL, THAT IT IS PROVIDED "AS IS", AND THAT ENRICHMENT FCU MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. ENRICHMENT FCU EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ENRICHMENT FCU, OR THROUGH OR FROM THE SKILL, WILL CREATE ANY WARRANTY OF ANY KIND.
11. **Governing Law; Jurisdiction; Venue:** This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee without regard to any

portion of its choice of law principles that might provide for application of a different jurisdiction's law; provided, however, that to the maximum extent permitted under Applicable Laws, this Agreement will not be subject to the Uniform Computer Information Transactions Act as currently enacted or as may be codified or amended from time to time by any jurisdiction. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Courts for the Eastern District of Tennessee, or if such court does not have subject matter jurisdiction, to the courts of the State of Tennessee located in Anderson County or Knox County.

12. **Trademark Information:** Enrichment FCU trademarks and graphics used in connection with the Skill are the property of Enrichment FCU. All other trademarks and graphics used are the property of their respective owners.

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