

Alexa Banking Skill Terms and Conditions

1. Definitions. Welcome to SAFE Credit Union's Alexa Banking. In these Alexa Banking Skill Terms & Conditions (these "Terms"), the words "you" and "your" mean the person or entity accessing the SAFE Credit Union skill for Amazon Alexa ("Alexa") on any Alexa-enabled device ("Alexa Device"). The words "we," "us," "our," and "SAFE" mean SAFE Credit Union. Carefully read these Terms, [SAFE's Privacy Policy](#), [SAFE Website Terms of Use Agreement](#), and [SAFE's Online Privacy Statement](#) (collectively, this "Agreement"). By clicking "Accept and continue" below, or by using or accessing the Skill, or permitting any other person or entity to use or access the Skill, you agree to be bound by these Terms.

2. Description of Service. The Skill allows you to access balance and transaction information from your Alexa Device, such as an Amazon Echo, to communicate with SAFE by voice commands regarding your SAFE savings, checking, installment loan, and credit card account (individually, an "Account" and collectively, "Accounts").

3. Eligibility. To access the Skill, you must: (1) be enrolled in SAFE's Online Banking; (2) have an Alexa Device; and (3) maintain an Amazon account.

4. Communication, Privacy, and Security. The use of the Skill is voluntary. The Skill uses the public internet, third-party networks, and inside wiring in your premises to communicate by voice with us regarding your Accounts. To use the Skill, you must speak commands and questions aloud to Alexa, and you will receive responses aloud. Your communication with SAFE using the Skill constitutes an authorized communication by you. Once you set up your Alexa Device with the Skill, you are authorizing SAFE to provide information to your Alexa Device based on the Alexa Device security settings. For example, the settings on your Alexa Device may allow your Alexa Device to retrieve information about your Accounts based on only verbal requests from anyone who uses your Alexa Device, or to save information about your Accounts for easier access. By enabling the Skill on your Alexa Device, you are responsible for how the Skill is used, including any communication between SAFE and your Alexa Device. You are solely responsible for all communications with SAFE using the Skill. For example, it is possible that someone other than you could interact with SAFE using the Skill, or someone could overhear you interacting with SAFE using the Skill and learn information about your Accounts. It is also possible that Alexa, the Alexa Device, and/or Amazon will record your interactions with the Skill or Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa Device treat those interactions.

5. Release of Your Information to Amazon. Your interactions with SAFE using the Skill are subject to SAFE's Privacy Policy. By installing the Skill, you are authorizing SAFE to perform the actions and share with Amazon the information communicated to SAFE or requested from SAFE. We will send that information through Amazon, which will then go through the Internet. For example, if you request that Alexa tell you your balance on your SAFE Account, you authorize SAFE to release that information to Amazon.

6. Accuracy. SAFE did not design or manufacture Alexa or your Alexa Device, and SAFE did not design and has no control over other software that runs the Alexa Device (e.g. Alexa and other third-party applications). Alexa could malfunction. Alexa may not hear you correctly and may incorrectly translate what you say or even say something to you different from what you asked it to say. By accepting these Terms, you understand and agree that SAFE is not responsible for inaccuracies in your interactions with SAFE using the Skill. If you have any issues or doubts about the accuracy of your interactions with SAFE using the Skill, you can still obtain your Account information on SAFE's Online Banking or SAFE's Mobile app.

7. Prohibitions. You agree to only use the Skill for your own personal, non-commercial use and only in a manner that complies with these Terms, your agreement with Amazon or any other entity to use Alexa and your Alexa Device, as well as all laws that apply to you. You are responsible for all of your activity in connection with the Skill. If your use of the Skill is prohibited by applicable laws, then you are not authorized to use the Skill. You further agree that you will not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Skill; (ii) modify, translate, or otherwise create derivative works of any part of the Skill; and (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder.

8. Intellectual Property Rights. You agree that all intellectual property rights, including patents, copyrights, trademarks, service marks, or other intellectual property rights in and to the Skill, remain the sole and exclusive property of SAFE. Nothing in this Agreement will be construed as granting any of these rights to you. You further agree that we own the Skill and you may not sell, rent, lease, distribute, or provide service to a third party using the Skill without our prior written consent.

9. Amazon Alexa Terms. The Skill is a "Third-Party Service" as that term is used in the Amazon Alexa Terms of Use, and your use of the Skill will be further governed as set forth therein.

10. Fees. Your use of the Skill is offered free of charge. We reserve the right, at our sole discretion, to charge or amend any fees for use of the Skill from time to time.

11. Changes or Amendments. SAFE may change, add, limit, suspend, or discontinue the Skill, or any part of it, at any time without notice. SAFE may amend any of these Terms, at our sole discretion, by posting the revised Terms on SAFE's website. Your continued use of the Skill after the effective date of the revised Terms constitutes acceptance of the Terms as revised.

12. Termination. SAFE reserves the right, at our sole discretion, to terminate your use of the Skill if you violate any of your agreements with us, including without limitation these Terms or if SAFE no longer offers use of the Skill. In the event of termination pursuant to this Section, your access to the Skill may be immediately revoked. If you wish to terminate or cancel the subscription of this Skill: (1) open your Alexa app; (2) select the SAFE Skill; and (3) select "Disable."

13. Indemnity. You agree to defend, indemnify, and hold harmless us, our affiliates, and each of our affiliates' employees, contractors, directors, suppliers, and representatives from any liability, loss, damage, claim, or demand (including attorney's fees) due to or arising out of your use of the Skill or your Alexa Device, your breach of these Terms, or infringement by you or any third party using your Account of any intellectual property or other right of any person or entity.

14. Disclaimer of Warranty. YOU ASSUME ALL RISK FOR YOUR USE OF THE SKILL. YOU ACKNOWLEDGE AND AGREE THAT THE SKILL AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAFE OR OUR REPRESENTATIVES, OR FROM THE SKILL, WILL CREATE A WARRANTY OF ANY KIND. IN PARTICULAR, WE DO NOT GUARANTEE THAT: (A) AVAILABILITY OF THE SKILL WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE SKILL WILL MEET YOUR REQUIREMENTS; (C) THE RESULTS OBTAINED FROM THE USE OF THE SKILL WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SKILL OR USE OF THE SKILL OR TECHNOLOGY WILL BE CORRECTED.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California 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 California courts located in Sacramento County.

16. Other Agreements. These Terms supplement, but do not replace any other agreement, rules, or terms and conditions that may apply in connection with any other relationship you have with us or our affiliates. If there is a conflict between these Terms and any other agreement between you and us, these Terms shall control as it relates to the Skill.

17. Severability. All other provisions of these Terms shall remain in full force even if one or more provisions of these Terms are held invalid, illegal, void, or unenforceable by any rule or law, administrative order, or judicial decision.