

This Agreement is between you and Knoxville TVA Employees Credit Union (KTVAECU), and governs your use of the Knoxville TVA Employees Credit Union 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 KTVAECU consumer credit card, loan, and/or checking account ("Account"), or the use of the Skill.

Before using the Skill, please read these Terms and Conditions, < the [KTVAECU Privacy Policy](#), and the [KTVAECU 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 KTVAECU, 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 KTVAECU via Alexa will be treated by KTVAECU as a communication authorized by you, and any communication from KTVAECU via Alexa in response to a request received from your Alexa-enabled device will be treated by KTVAECU as a communication to you. In other words, you are responsible for all interactions with KTVAECU via the Skill. For example, it is possible that someone other than you could interact with KTVAECU via the Skill, or that someone could overhear you interacting with KTVAECU via the Skill and learn information about your Account(s). 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 KTVAECU 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 KTVAECU 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 KTVAECU is not responsible for inaccuracies in your interactions with KTVAECU via the Skill. Account information you receive from the KTVAECU Skill does not replace your account statement. If you have any issues or doubts about the accuracy of your interactions with KTVAECU via the Skill, you can still get your Account details all the same ways you used previously (including using the KTVAECU mobile application(s) or logging on to your Account(s) on our website at www.tvacreditunion.com).
- 4. Electronic Records and Signatures:** By accepting these terms, you consent to the general use of electronic records and signatures in our relationship with you.

5. **Hardware and Other Requirements:** To access KTVAECU via the Skill, you must (1) have an active Account, (2) be enrolled in KTVAECU Online Banking with your Account, and (3) have an Alexa-enabled device, an internet connection, and an Amazon account. You cannot use the Skill otherwise.
6. **Release of Your Information to Amazon:** KTVAECU will share voice responses from the KTVAECU Skill, a record of the voice interaction, and records of the voice interaction that appear on the device display with Amazon for the purpose of responding to your requests made to the KTVAECU Skill. This information may include the last five digits of your linked card(s), balance on linked credit and loan accounts, amounts you can pay on your linked credit and loan accounts, your most recent charges, the last four digits of your account, and available balances. Such information will remain subject to the KTVAECU Privacy Notice, and the KTVAECU Website Terms of Use, and Amazon may only use such information to service you. KTVAECU may use your billing address on file, in accordance with the Privacy Notice, in order to support location-based services that you may request from the KTVAECU Skill. Your oral requests to the KTVAECU Skill, such as “check my balance,” “make a payment,” “provide my statement balance,” “provide my total balance,” and “payment due,” will remain subject to the KTVAECU Website Terms of Use and Privacy Notice, and Amazon may only use such information to service you and to enhance their voice services and capabilities.
7. **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.tvacreditunion.com. Your continued use of the Skill after the effective date of the revised Agreement constitutes acceptance of the terms.
8. **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.
9. **Disclaimer of Warranty:** You acknowledge and agree that all use of the Skill is at your sole risk. YOU ASSUME ALL RISK FOR YOUR USE OF THE SKILL, THAT IT IS PROVIDED “AS IS”, AND THAT KTVAECU MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. KTVAECU 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 KTVAECU, OR THROUGH OR FROM THE SKILL, WILL CREATE ANY WARRANTY OF ANY KIND.
10. **Governing Law; Jurisdiction; Venue:** This Agreement shall be governed by and construed in accordance with the law of the State of Arizona 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.

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