

Workers CU Alexa Agreement

This Alexa Agreement is between you and Workers Credit Union, ("Workers CU" or "us" or "we"), governs your use of the Workers Credit Union Banking 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 govern your accounts at Workers Credit Union.

Before using the Skill, please read these Terms and Conditions, the Workers CU Privacy Policy, the Workers CU Digital Banking User Agreement, and the Workers CU 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 to communicate with Workers CU, by voice, regarding your Account(s). Your voice is only used to activate Alexa's features and is not used to authenticate the account. 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 Workers CU via Alexa will be treated by Workers CU as a communication authorized by you, and any communication from Workers CU via Alexa in response to a request received from your Alexa-enabled device will be treated by Workers CU as a communication to you. In other words, you are responsible for all the interactions with Workers CU via the Skill. For example, it is possible that someone other than you could interact with Workers CU via the Skill, or that someone could overhear you interacting with Workers CU 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 Workers CU 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 Workers CU 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 the information we provided to Alexa. By accepting this Agreement, you understand and agree that Workers CU is not responsible for inaccuracies in your interactions with Workers CU via the Skill. If you have any issues or doubts about the accuracy of your interactions with Workers CU via the Skill, you can still get your Account details by using the Workers CU mobile application or logging on to your Account(s) on our website at www.wcu.com).
- 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 to your Account(s). All of the information available from Workers CU via the Skill is also available the old-fashioned ways (see "Accuracy" section, above). 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.
- Hardware and Other Requirements: To participate in this pilot and access Workers CU via the Skill, you must (1) have an active Account, (2) be enrolled in Workers CU Online Banking with your Account, (3) be an 18 years of age or older (4) 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 Workers CU via the Skill are subject to the Workers CU Privacy Policy. By installing the Skill, you are authorizing Workers CU to perform the actions and/or share with Amazon the information communicated to Workers CU, or requested from Workers CU. We're going to 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 Workers CU checking account, you authorize Workers CU to release that information to Amazon.
- 8. **Contacting You:** The purpose of the pilot is to give Workers CU customers early access to test and provide feedback. We may seek your constructive feedback on the Skill, including problems you encounter, aspects that work well, and suggestions for improving it. You agree that Workers CU may email you from time to time about your experience with the Skill.
- 9. 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.wcu.com/about-us/privacy-disclosures/alexa. Your continued use of the Skill after the effective date of the revised Agreement constitutes acceptance of the terms.
- 10. **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.

- 11. **Tech Support:** During your participation in the pilot, Workers CU may or may not provide technical and other support for the Skill. You agree to abide by any support rules and policies. If such support is provided, it will be provided in addition to any normal support for your Account(s) and will be available exclusively through the pilot while you are a participant.
- 12. **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 WORKERS CU MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. WORKERS CU 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 WORKERS CU, OR THROUGH OR FROM THE SKILL, WILL CREATE ANY WARRANTY OF ANY KIND.
- 13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts 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.
- 14. **Trademark Information:** Workers CU trademarks and graphics used in connection with the Skill are the property of Workers CU. All other trademarks and graphics used are the property of their respective owners.