

This Agreement is between you and Desert Financial Federal Credit Union (“Desert Financial”), and governs your use of the Desert Financial 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 Desert Financial 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 [Desert Financial Privacy Policy](#), and the Desert Financial Online Banking Terms and Conditions, available within Online Banking, (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 Desert Financial, 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 Desert Financial via Alexa will be treated by Desert Financial as a communication authorized by you, and any communication from Desert Financial via Alexa in response to a request received from your Alexa-enabled device will be treated by Desert Financial as a communication to you. In other words, you are responsible for all of the interactions with Desert Financial via the Skill. For example, it is possible that someone other than you could interact with Desert Financial via the Skill, or that someone could overhear you interacting with Desert Financial 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 Desert Financial 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 Desert Financial 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 that is different from what we asked it to say. By accepting this Agreement, you understand and agree that Desert Financial is not responsible for inaccuracies in your interactions with Desert Financial via the Skill.
- 4. Hardware and Other Requirements:** To access Desert Financial via the Skill, you must (1) have an active Account, (2) be enrolled in Desert Financial 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.

5. **Release of Your Information to Amazon:** Your interactions with Desert Financial via the Skill are subject to the Desert Financial Privacy Policy. By installing the Skill, you are authorizing Desert Financial to perform the actions and/or share with Amazon the information communicated to Desert Financial, or requested from Desert Financial. We're going to send that information through Amazon, which will then be transmitted through the Internet. For example, if you request that Alexa tell you your balance on your Desert Financial credit card, you authorize Desert Financial to release that information to Amazon.
6. **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.desertfinancial.com. Your continued use of the Skill after the effective date of the revised Agreement constitutes acceptance of the terms.
7. **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.
8. **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, AGREE THAT IT IS PROVIDED "AS IS", AND AGREE THAT DESERT FINANCIAL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE RELIABILITY OR FUNCTIONALITY OF THE SKILL. DESERT FINANCIAL 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 DESERT FINANCIAL, OR THROUGH OR FROM THE SKILL, WILL CREATE ANY WARRANTY OF ANY KIND.
9. **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 District of Arizona, or if such court does not have subject matter jurisdiction, to the courts of the State of Arizona located in Maricopa County.
10. **Trademark Information:** Desert Financial trademarks and graphics used in connection with the Skill are the property of Desert Financial. All other trademarks and graphics used are the property of their respective owners.