

This Agreement is between you and Capital One Services, LLC, a Delaware limited liability company having offices at 1680 Capital One Drive, McLean, Virginia (together, with its parents and subsidiaries, "Capital One" or "us" or "we") and governs your use of the Capital One 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 Capital One consumer credit card, checking account, or auto loan ("Account").

Before using the Skill, please read these Terms and Conditions, the [Capital One Privacy Policy](#), the [Capital One Online Banking Terms and Conditions](#), the [Capital One Auto Finance Online Terms and Conditions](#), and the [Capital One 360 Online 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.

Privacy and Security

The Skill allows you to use your Alexa-enabled device to communicate with Capital One, 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 Capital One via Alexa will be treated by Capital One as a communication authorized by you, and any communication from Capital One via Alexa in response to a request received from your Alexa-enabled device will be treated by Capital One as a communication to you. In other words, you are responsible for all of the interactions with Capital One via the Skill. For example, it is possible that someone other than you could interact with Capital One via the Skill, or that someone could overhear you interacting with Capital One 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.

ACH Debit Authorization

One of the things you may be able to do on the Skill is pay your Capital One credit card bill, or auto loan account. You will be given choices about how much to pay (e.g., total amount due, minimum payment or statement balance)

Credit Card Accounts:

By using the Skill on your Alexa-enabled device, you authorize Capital One to initiate payments in amounts up to the greater of your credit limit of your credit card Account or your balance. The payment(s) will be initiated on the date(s) you direct Alexa to do so ("Payment Date"), but the timing of the withdrawal from your pay-from account (i.e., the checking or savings account that you use to pay down the bill) will be based on the pay-from account's processing schedule. In other words, if you pay your Capital One bill from your Bank X checking account, we'll start the process when you ask us to (and it usually takes less than two days), but we can't promise how long it will take overall because it depends on the timing of Bank X debiting your account and sending it to us. Payments can be cancelled prior to the Payment Date by logging into your credit card Account on our website or by calling the number on the back of your Capital One credit card.

Auto Loan Accounts:

By using the Skill on your Alexa-enabled device, you authorize Capital One to initiate payments of your Total Amount Due, equal to the amount that will satisfy your upcoming due date. The payment(s) will be initiated on the next available payment date, but the timing of the withdrawal from your pay-from account (i.e., the checking or savings account that you use to pay down the bill) will be based on the pay-from account's processing schedule. In other words, if you pay your Capital One loan from your Bank X checking account, we'll start the process when you ask us to (and it usually takes less than two days), but we can't promise how long it will take overall

because it depends on the timing of Bank X debiting your account and sending it to us. Payments can be cancelled prior to 5pm EST on your Payment Date by logging into your Auto Loan Account on our website or mobile app or by calling 1-800-946-0332. Currently our Alexa skills do not include the option to cancel a scheduled payment.

Third-Party Security Settings

Once you set up your Alexa device with the Skill, you are authorizing Capital One 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 Capital One from your device).

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 Capital One is not responsible for inaccuracies in your interactions with Capital One via the Skill. If you have any issues or doubts about the accuracy of your interactions with Capital One via the Skill, you can still get your Account details all the same ways you were used to before you got fancy with newfangled technology (including using the Capital One mobile application(s) or logging on to your Account(s) on our website at www.capitalone.com).

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 Capital One 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).

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 Capital One via the Skill, you must (1) have an active Account, (2) be enrolled in Capital One Online Banking with your Account, (3) be an 18 years of age or older legal resident of the 50 United States or the District of Columbia 18 years of age or older, and (4) have an Alexa-enabled device, an internet connection, and an Amazon account. You cannot use the Skill otherwise.

Release of Your Information to Amazon

Your interactions with Capital One via the Skill are subject to the Capital One Privacy Policy. By installing the Skill, you are authorizing Capital One to perform the actions and/or share with Amazon the information communicated to Capital One, or requested from Capital One. 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 Capital One credit card, you authorize Capital One to release that information to Amazon.

Contacting You

The purpose of the pilot is to give Capital One 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 Capital One may email you from time to time about your experience with the Skill.

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.capitalone.com/applications/alexa. Your continued use of the Skill after the effective date of the revised Agreement constitutes acceptance of the terms.

Termination/Zombies

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. And yes, of course, your rights also terminate in the event of a Zombie Apocalypse.

Tech Support

During your participation in the pilot, Capital One 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.

Disclaimer of Warranty

Just in case this isn't clear yet, 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 Capital One makes no warranty or presentation, either express or implied. Capital One expressly disclaims all warranties, either express or implied, including without limitation the warranties of merchantability, fitness for a particular skill, will create any warranty of any kind.purpose and noninfringement.No advice or information, whether oral or written, obtained by you from Capital One, or through or from the

Governing Law; Jurisdiction; Venue

C'mon, let's not fight about this. But if we do have to fight, we agree to do it in Virginia. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Virginia 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 Virginia, or if such court does not have subject matter jurisdiction, to the courts of the Commonwealth of Virginia located in Henrico County or Fairfax County.

Trademark Information

Capital One trademarks and graphics used in connection with the Skill are the property of Capital One. All other trademarks and graphics used are the property of their respective owners.