

Nationwide Skill Terms and Conditions

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Welcome to Nationwide!

Nationwide Mutual Insurance Company, its subsidiaries and affiliates (collectively "Nationwide" or "We"), gives you the ability to do more with Nationwide's skill and its features on Amazon's Alexa service on an Alexa-enabled device (the "Skill"). You can use the Skill to interact with Nationwide via voice. The functionality of certain Skill features may be limited to Amazon's Echo Auto device and are unavailable on other Alexa-enabled devices. Nationwide reserves the right to modify, change, suspend, or discontinue the Skill, or any part or feature of the Skill at any time without notice.

These Nationwide Skill Terms of and Conditions ("Terms") are between you and Nationwide and govern your use of the Skill and its features on Amazon's Alexa service on any Alexa-enabled device including the Echo Auto device. By using or accessing the Skill, you are agreeing to these Terms, Nationwide's privacy policy ("[Privacy Policy](#)"), the SmartRide terms and conditions, and any additional terms or conditions posted on [Nationwide.com](#) (collectively, "Terms and Conditions"). The Terms and Conditions are in addition to any other agreements between you and Nationwide and constitute a fully binding agreement.

Nationwide may amend any of the Terms and Conditions at its sole discretion at any time without prior notice. Such modification or change shall be effective upon posting to the [Amazon Skills store](#) or [Nationwide.com](#). You agree to be bound to any changes to the Terms and Conditions when you use the Skill after any such change is posted. Please review the Terms and Conditions regularly.

If you do not agree with these Terms, then you are prohibited from using the Skill and any of its features.

1. **REQUIREMENTS.** To use the Skill, you must have an Amazon account, Alexa-enabled device, and internet connection or enabled the location-based services on your mobile device. Some features of the Nationwide Skill may require you to have an active Nationwide policy.
2. **USE OF THE SKILL.** You are granted a non-exclusive, personal, revocable, non-transferable license to use the Skill on the Alexa-enabled device for which it is provided and that you own or control, subject to any terms of service, usage rules, or other terms and conditions provided by Amazon and/or any other Third Party (as defined below). Any commercial or public use of the Skill or any information provided through the Skill (“Content”) is strictly prohibited without written permission from Nationwide. This means that you cannot, for example use the Skill to offer your services to a third party; use or integrate the Skill in a service you offer; or sell, rent, or lease the Skill.

The Skill and certain features are available for use with Amazon’s Echo Auto device. Always drive vigilantly according to road conditions and in accordance with traffic laws. Any information provided while using the Skill does not replace information provided on the road; lane, time-based, or other restrictions or laws; police instruction; road blockades; traffic signs; or traffic lights. Using the Skill or any feature in a non-verbal manner is prohibited for any purpose. Any reports or non-verbal tasks may be submitted only after you have parked your vehicle in a location permitted by law.

You understand that your use of Nationwide’s Skill is voluntary and that you assume full, exclusive, and sole responsibility for the use of and reliance on the Skill. You may terminate your use of the Skill at any time and for any reason. Nationwide has the right to block or terminate your access to the Skill if it determines in its sole and absolute discretion that you failed to use the Skill or any feature in accordance with these Terms. Failure to use the Skill according to the Terms and Conditions or applicable laws may also subject you to civil and/or criminal liability.

3. **THIRD-PARTY SECURITY SETTINGS.** By accessing or using the Skill, you are authorizing Nationwide to provide information to the Alexa-enabled device based on the device’s security settings. For example, your device settings may allow the device to retrieve information about you, including your Nationwide policy information, based only on verbal requests from anyone who uses your device. Your device may also save information you provide in connection with your use of the Skill. You are responsible for how the Skill is used, including any communication to or from Nationwide with your device. Nationwide is not responsible for any use of the Skill by other users regardless of whether you authorized them to use Alexa or the Skill.
4. **THIRD PARTIES AND THIRD-PARTY COMPONENTS.** Amazon, your internet service provider, wireless carrier, and other third-parties who provide Content or services that are part of, available through, or required to use the Skill or future enhancements thereto are referred to in these Terms as “Third Parties” or “Third Party.” Third Parties have their own terms and conditions and privacy policies and practices, and you may be subject to them when you use the Skill, use their services, or provide them with personal information directly or by using the Skill.

Nationwide is not responsible for and does not provide any support or assistance for any Third-Party hardware, software, or other products or services.

Nationwide is not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the Content or functionality of a Third Party’s services or products, including those that may be incorporated in, linked to, or are required to use the Skill.

5. **ACCURACY.** Nationwide did not design or manufacture your Alexa-enabled device. The device or Skill may also require or run on other software that we did not write, design, or have control over. It is possible that Alexa may not hear you correctly, may misinterpret what you say, or even tell you something different than the information that Nationwide or a Third Party provided to Alexa. You understand and agree that Nationwide is not responsible for inaccurate, untimely, incomplete, or erroneous information provided by it, Alexa, or Third Parties in your interactions with or in connection with the Skill.
6. **LOCATION-BASED SERVICES AND INTERNET CONNECTION.** The Skill may require the collection and use of detailed location-based and route information sent by your mobile device or internet service provider to your Alexa-enabled device (e.g., GPS signals or coordinates). Transmitting and receiving real-time updates and location services for the Skill requires an online connection or cellular device connection. The terms and expenses of such connection are your exclusive responsibility and are prescribed by the agreement between you and your communication service provider(s). Nationwide is not responsible for any associated charges (e.g., mobile data or similar expenses) incurred by your use of the Skill or your Alexa-enabled device. No method or transmission over the internet or through a wireless network is completely secure. Nationwide therefore cannot guarantee the security of any connection or transmission and is not responsible for the privacy or security of wireless or data transmissions.
7. **IMPORTANT INFORMATION ABOUT THE CONTENT.** The Content provided through the Skill, including insurance terms and definitions, is for informational purposes only and should not be relied upon. Insurance terms and definitions are subject to the terms of your policy documents, and do not modify, alter, amend, or change any of the terms and conditions of your policy, which control the determination of coverage. Terms may vary by state and exclusions may apply. You should make insurance coverage decisions based on your financial situation. All claims for coverage are investigated and evaluated on their own merits and will be subject to all the conditions and exclusions included in the policy, as well as relevant law.
8. **CLAIMS STATUS AND INFORMATION.** You may use your Alexa-enabled device to access certain Nationwide claims information like your claims representative contact information, claim status, and payment inquiries. This will not replace communications with a claims adjuster and/or written claim correspondence. The claim information from the Alexa skill is not an indication that Nationwide has confirmed the accuracy of the reported information or finalized its claim investigation. For additional information about a claim, please contact your assigned adjuster.

Nationwide may be permitted or legally required to use data collected through or from an Alexa-enabled device in the investigation of an accident or a claim. Data may also be discoverable in litigation or furnished pursuant to a law enforcement regulatory request.
9. **NOTICE OF APPLICABILITY TO MINORS.** The Skill is not intended for children ages 13 and younger.
10. **PRIVACY AND SECURITY.** Please review our [Privacy Policy](#), which explains how we collect, use, and share user information. The Skill allows you to use your Alexa-enabled device to communicate with Nationwide by voice regarding your account(s) and use the features. 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 ask questions aloud to Amazon's Alexa service, and you will receive responses aloud. By accessing the Skill, you authorize Nationwide to perform the actions and/or share the necessary

information with Amazon or Third Parties. We're going to send that information through Amazon, which will then go through the internet or your mobile device. No method or transmission over the internet or through a wireless network is completely secure. Nationwide therefore cannot guarantee the security of any connection or transmission and is not responsible for the privacy or security of wireless or data transmissions. It is also possible that Alexa 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.

11. **INTELLECTUAL PROPERTY.** All Content and trademarks (including but not limited to sound trademarks, service marks, trade names, logos, and icons) displayed through or in the Skill are the property of Nationwide. The intellectual property is protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States and other applicable countries. You agree to abide by all applicable proprietary rights and laws as well as any additional trademark or copyright notices or restrictions contained in the Terms and Conditions. The Terms and Conditions grant you no right, title or interest in Nationwide's intellectual property and create no relationship between you and Nationwide. You may address all inquiries concerning use of Nationwide's intellectual property to: Nationwide Office of General Counsel, Intellectual Property Department, One Nationwide Plaza, Columbus, OH 43215-2220 (email address: trademark@nationwide.com).
12. **TRADEMARK NOTICE.** The trademarks, service marks, slogans, logos, trade dress and other identifiers ("Marks") displayed through the Skill are the property of Nationwide, unless otherwise disclosed. You are prohibited from using any Marks for any purpose including, but not limited to, use on other materials, in presentations, as domain names, or as metatags, without the written permission of Nationwide.
13. **LIMITATION OF LIABILITY.** IN NO EVENT WILL NATIONWIDE, ITS RESPECTIVE SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF YOU HAVE NOTIFIED NATIONWIDE ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS, USE, OR CONTENT OF THE SKILL, A LINKED WEB SITE, OR THIRD-PARTY SERVICE WHETHER SUCH CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY.
14. **DISCLAIMER OF WARRANTIES.** THE SKILL IS PROVIDED ON AN "AS IS" "WITHOUT ANY WARRANTY" AND "WITHOUT ANY LIABILITY" BASIS. YOU BEAR THE RISK OF USING THE SKILL. ALL INFORMATION AND OTHER MATERIALS PRESENT ON THE SKILL INCLUDING, WITHOUT LIMITATION, PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES ABOUT THE CONTENT'S NATURE OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES.

WITHOUT LIMITING THE ABOVE, NATIONWIDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY WITH REGARD TO ANY WEB SITE OWNED BY A THIRD PARTY TO WHICH OR FROM WHICH THE SKILL IS LINKED ("LINKED WEB SITE"). NATIONWIDE DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEB SITE.

Nationwide makes no representations, warranties or guarantees that the Skill will be accessible continuously and without interruption, or error free.

15. **YOUR LIABILITIES.** Nationwide has the right to deny you access and use of the Skill and its Content if you violate (as Nationwide may determine in its sole and absolute discretion) any provision of the Terms and Conditions. Nationwide reserves the right to seek all other remedies available at law and in equity. You agree, at your own expense, to defend, indemnify and hold Nationwide harmless from any claim or demand, including reasonable attorneys' fees, made by a third party in connection with or arising out of your access to, or use of, the Skill or any of its Content in a manner other than as expressly authorized by the Terms and Conditions, your breach of the Terms and Conditions or your violation of applicable laws or any rights of any third party.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Skill. You also agree and acknowledge that your reliance on the Skill is made entirely at your own risk. You further acknowledge and agree that you are responsible for complying with all applicable laws (including traffic laws) while using the Skill.

THE SKILL CONTENT IS NOT INTENDED TO REPLACE ANY INFORMATION ON THE ROAD. IF THE INFORMATION PRESENTED ON THE ROAD, INCLUDING BUT NOT LIMITED TO TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE OR OTHER AUTHORITIES) CONFLICTS WITH OR IS DIFFERENT FROM THE INFORMATION IN THE SKILL, THEN YOU SHOULD NOT RELY ON THE SKILL.

16. **DESIGNATED AGENT (DIGITAL MILLENIUM COPYRIGHT ACT).** If you think that a work protected by a United States copyright has been linked to, posted or stored on the Skill without authorization, please contact the following agent designated to receive notification of claimed copyright infringement: Copyright Attorney, Nationwide Office of General Counsel, Intellectual Property Department, One Nationwide Plaza, Columbus, OH 43215-2220 or (email address: copyright@nationwide.com).
17. **GOVERNING LAW AND VENUE.** The Terms will be governed by and construed in accordance with the laws of the United States and the State of Ohio. You consent to exclusive jurisdiction and venue in Franklin County, Ohio and waive the defense of forum non conveniens.
18. **ENTIRE AGREEMENT.** Except to the extent otherwise set forth in the Terms, these Terms set forth the entire understanding between Nationwide and you with respect to your access to, and use of, the Skill and its Content and supersedes all prior or contemporaneous understandings regarding access and use.
19. **SEVERABILITY.** If any portion of these Terms is found to be unenforceable, the remaining sections of the Terms will remain in effect.
20. **WAIVER.** Failure by Nationwide, in any instance, to exercise any of its rights under the Terms will not constitute waiver of such right or any other rights under the Terms.

Last revised: September 25, 2019.