



Global DMS® MyEVO™ Skill Terms of Service

These Terms of Service ("Terms") are between you and Global DMS. These Terms govern your use of the MyEVO skill on Amazon's Alexa service on any Alexa-enabled device (the "MyEVO Skill"). By using or accessing the MyEVO Skill, you agree to these Terms, as updated from time to time. Global DMS reserves the right, in its sole discretion, to modify these Terms at any time without prior notice to you. If you do not agree to the Terms as modified, you must stop using the MyEVO Skill. Your continued use of the MyEVO Skill following any modification of these Terms constitutes acceptance of those changes. These terms apply in addition to, and are not intended to replace, any other agreement or terms and conditions that may apply in connection with any other relationship you may or may not have with Global DMS and its affiliates.

You understand that the use of the MyEVO Skill is voluntary. By using the MyEVO Skill on Amazon's Alexa service on any Alexa-enabled device (e.g., Amazon Echo) you can use voice commands to communicate with us regarding your Account and other features enabled by the MyEVO Skill. Your communication with Global DMS using the Alexa service constitutes an authorized communication by you. You are solely responsible for all communications with Global DMS using the MyEVO Skill. Please ensure that others do not interact with Global DMS via the MyEVO Skill on your behalf, and, if you do not want to be overheard, ensure that you are out of earshot when interacting with MyEVO via the Skill. It is possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the MyEVO Skill or with Alexa. Consult your agreements with Amazon for more details about how interactions are treated by Amazon and your Alexa-enabled device.

Global DMS and its affiliates may collect, store, and use, and direct a third party collect, store, and use, collected information. Any collected information that constitutes personally identifiable information is governed by Global DMS's privacy policy, as it may be updated from time to time. Additionally, by installing the MyEVO Skill, any interactions you have with Global DMS using the Skill are subject to Global DMS's Privacy Policy. By installing the MyEVO Skill, you are authorizing Global DMS to perform the actions and/or share with Amazon the information communicated to Global DMS or requested from Global DMS. The interactions you have with the MyEVO Skill take place through Amazon. For example, if you ask Alexa for any Account information, Global DMS transmits the relevant information through Amazon. Therefore, you hereby authorize Global DMS to share that information with Amazon in response to your interactions with the MyEVO Skill.

Alexa and your Alexa-enabled device were not designed or manufactured by Global DMS, and Global DMS does not have control over the software that runs on the device, which includes other third-party applications. Alexa may not function without error, and may incorrectly process words, conduct translations, or give responses. By accepting these Terms, you understand and agree that Global DMS is not responsible for inaccuracies in your interactions with MyEVO using the Skill. If you have any issues or doubts about the accuracy of your interactions with Global DMS using the MyEVO Skill, you will be able to obtain your Account information on the EVO application or logging into your EVO™ account.



The MyEVO Skill is provided on an "as is," "without any warranty," and "without any liability" basis. You bear the risk of using it. Global DMS does not guarantee the quality, accuracy, completeness, or timeliness of the MyEVO Skill. Global DMS does not warrant that the functionality or operation of the MyEVO Skill will be uninterrupted or free from error that any defects in the MyEVO Skill will be corrected, or that the MyEVO Skill or the servers that make it available are free of viruses or other harmful conditions or components. The MyEVO Skill may occasionally be restricted, interrupted, or discontinued due to various conditions, including without limitation MyEVO Skill design, network coverage, government regulation, and situations beyond Global DMS's control. Neither Global DMS nor its affiliates, suppliers, nor will have any liability to you for any losses suffered as a result of that arise out of or in connection with your use of the MyEVO Skill. To the maximum extent permitted by law, Global DMS expressly disclaims all warranties of any kind with respect to the MyEVO Skill, including without limitation, those regarding availability, quality, accuracy, fitness for any use or purpose, compatibility with any standards, and noninfringement.

Once you set up your Alexa device with the MyEVO Skill, you are authorizing Global DMS 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 MyEVO Skill on your Alexa-enabled device, you are responsible for how the MyEVO Skill is used (including any communication to or from Global DMS from your device).

To the extent permitted by law, Global DMS and its affiliates, suppliers, and licensors are not liable for any indirect, special, incidental, exemplary, punitive, or consequential loss or damage arising out of or in connection with the device or your use of the MyEVO Skill (including without limitation the input of personally identifiable and other information into the MyEVO Skill), whether the claim is based in contract, tort, negligence, strict liability, or otherwise, and even if Global DMS has express knowledge of the possibility of such loss or damage. You shall not seek to recover any damages (including without limitation direct, consequential, lost profits, special, indirect or incidental damages) from Global DMS, its affiliates, suppliers, or licensors outside of the conditions set forth in these Terms.

You shall indemnify, defend, and hold harmless Global DMS, its affiliates, suppliers, and licensors from and against all claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with your use of the device or Skill or your violation of these Terms.

Global DMS may change the programs, products, or services mentioned in the MyEVO Skill at any time without notice. Additionally, any insurance products or services that may be referred to in the MyEVO Skill are subject to availability and qualifications; terms, conditions, and exclusions not described in these Terms may apply.

The MyEVO Skill is controlled and operated in the United States of America. This agreement is governed by and interpreted according to the law of the state of Philadelphia, excluding that body of law applicable to conflicts of law.

If any provision of this agreement is held invalid, void or unenforceable, then that provision will be considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect. Global DMS's failure to enforce any right or provision in this agreement will not constitute a waiver of such provision, or any other provision in these Terms.