

Voice Payments: Contractual Considerations for Financial Institutions

A Payments Innovation Alliance Executive Briefing Series



**Payments
Innovation Alliance®**

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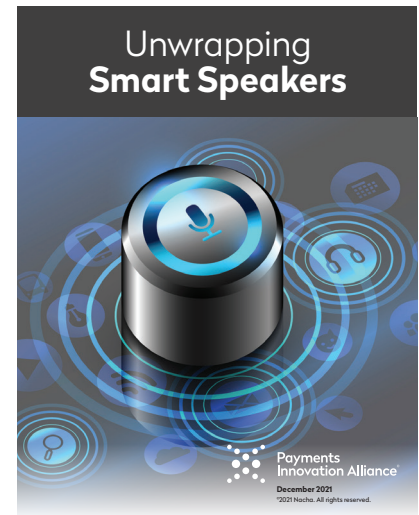
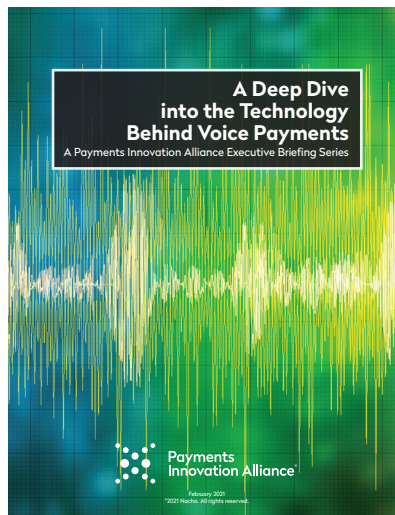
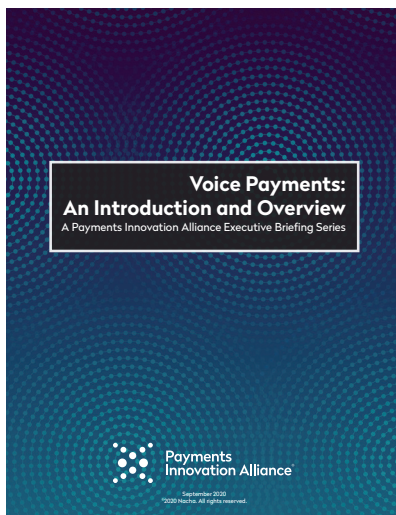
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Introduction

Account holders expect more convenience from their financial institutions and are increasingly more comfortable using smart devices to complete basic tasks, such as ordering groceries. Several financial institutions provide [“skills”](#) to allow account holders using a [smart speaker](#) to do things like check account balances and pay bills.

The Payments Innovation Alliance’s Conversational Payments and Cybersecurity Response Project Teams created this legal and risk resource guide for financial institutions seeking to implement [voice payments](#) skills through smart devices, such as the Amazon Echo and Google Nest.*

Refer to other Voice Payments resources published by the Payments Innovation Alliance Conversational Payments Project Team for more information and Glossary of Terms:



This guide provides background on why the Terms and Conditions (T&Cs) are important and how financial institutions may want to modify them to fit their skill. This guide also provides an overview of use cases, best practices for risk mitigation and a glossary of terms used.

The sample T&C language provided is intended to provide general guidance to financial institutions that want to offer voice payments. Financial institutions, however, must engage with their legal counsel and compliance department to customize the sample T&Cs to fit the financial institution's specific needs.

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Technology

Voice payments are made possible using [artificial intelligence \(AI\)](#) that leverages natural language processing, allowing users to interact with AI. This technological combination is commonly referred to as [conversational AI](#) or chatbot technology. Conversational AI can be integrated into devices, including smartphones, smart speakers, showerheads, light bulbs, watches, automobiles, household appliances and more. In addition, the Internet of Things (IoT) allows virtually any device connected to the internet to support voice payments.

Alexa, Google and Siri are common names for [voice assistants](#) in the marketplace today that have voice payment capabilities. Moreover, many financial institutions have voice payment programs available through their websites and mobile apps. The next section covers the difference in eligibility and conditions associated with these two options.

Common Voice Assistants That Enable Conversational AI



Voice Assistant

Alexa by Amazon

Activation Speech

"Alexa", "Echo",
"Amazon", "Computer"

Examples of Compatible Devices

Echo, Echo Dot, Fire TV, Fire Tablet,
Ecobee Smart Thermostat, Ring Smart Doorbell



Voice Assistant

Google Assistant

Activation Speech

"OK", Google"
"Hey, Google"

Examples of Compatible Devices

Google Assistant, Google Nest Hub,
Google Nest Mini, Nest Thermostats, Android
Smartphones, Pixel Slate Tablet,
August Smart Lock



Voice Assistant

Siri by Apple

Activation Speech

"Hey, Siri"

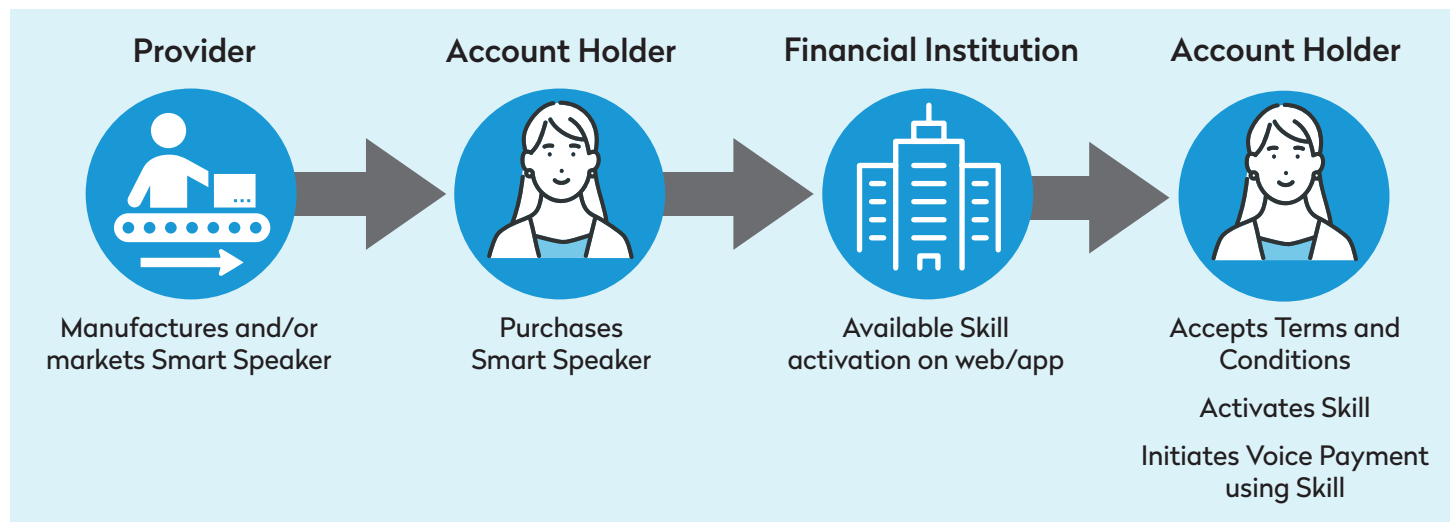
Examples of Compatible Devices

Apple HomePod, Apple Watch, MacBooks,
iPads, iPhones, August Smart Lock



Voice Payments Ecosystem

The following graphic shows the voice payments ecosystem. At the heart of any voice payment is a 'skill'. A skill is like an app of the voice assistant associated with the smart speaker. The skill allows an account holder to use their voice to perform banking related tasks such as accessing account balance and initiating payments.



Account Holders' Use of Skills

Payments Initiated Outside of Financial Institution Platforms

When companies such as Apple, Amazon and Google offer a conversational AI platform, each platform has different privacy protections, terms of use and conditions under which payments may be made. The platforms often depend on users maintaining an account with payment information, as well as having access to a particular device so a voice payment can be made (e.g., Alexa's integration in the user's Amazon account or the authentication process involved in accessing a financial institution account across the internet). Further, these platforms often require users to enable optional controls (e.g., user's specific voice recognition or out-of-band verification) before users can make voice payments.

Payments Initiated Within Financial Services Provider Platforms

Financial institutions may offer voice payment programs in conjunction with their online banking and bill payment services that customers access through the financial institution's website or mobile app. These services can be proprietary or are sometimes enabled to support only the external conversational AI platforms the financial institution selects (e.g., Alexa, Google). Financial institutions that enable voice payments through their own websites and mobile apps can control how voice payments operate by implementing their own risk-based controls (e.g., such as where and how specific voice payments are initiated).



A common control is to require users to create the payee through the financial institution's website or mobile app and allow voice payments to be made through a smart speaker only after initial setup.

Financial institutions may also add authentication controls including multi-factor authentication, step-up authentication-or out-of-band authentication to further secure the voice payment.

Eligibility and requirements related to a financial institution's voice payment services are generally determined by the agreement between the financial institution and its customer. In the case of Apple Pay and other external mobile wallet options, eligibility and requirements may also be subject to the external agreements between the user and the payment processor.



Contractual Components

The [contractual components](#) below are common terms used in connection with voice payment programs. The terms of a [voice payment program](#) may be incorporated into existing Terms & Conditions (T&Cs) or can be contained in a separate document. This choice is a matter of preference for the financial institution. In addition, the financial institution should ensure that the T&Cs for voice payments are consistent with the financial institution's T&Cs for other services. To aid in the discussion an explanation of the purpose of the contractual component is included. This section raises key considerations for how the contractual component applies to the skill, but is not an exhaustive discussion. Sample language is also included to guide the creation of contract terms that are appropriate for the financial institution's specific skill. However, this sample language should not be used verbatim and requires modification to make it applicable to specific skills. The sample language is based on common provisions contained in T&Cs for voice payments.

1. Acceptance of the Terms and Conditions

Purpose: Although it is unlikely that the financial institution could enforce the T&Cs of any device manufacturer, operating platform provider, or software provider against the user, incorporating a reference to those terms and conditions into the voice payment program's T&Cs can provide additional protections to the financial institution.

The manufacturer or provider's T&Cs will likely address topics such as the accuracy of the device, system or software that directly relate to the use and operation of the voice payment program. As such, reference to those terms will strengthen arguments that the user was on notice that inaccuracies are possible.

It is also important for the financial institution to make it clear that it has no relationship with the manufacturer, operating platform provider or software provider. This disclaimer of liability for the acts or omissions of third parties can both protect the financial institution from liability but also communicates to the customer that the third parties are responsible for the operation of the device, platform and AI software.

Sample Language: Acceptance of the Terms and Conditions

The voice payment program is a service that works with your device and its operating system, both of which are provided by third parties. This means that your use of the voice payment program is subject to the Terms of Service of the device and operating system. Your use of the voice payment program constitutes consent of those Terms of Service and acceptance of the risks and limitations detailed therein.

The financial institution has no relationship with the manufacturers and suppliers of your device and its operating system. These third parties are not a vendor of the financial institution and under no circumstances is the financial institution responsible or liable for the actions or omissions of these third parties.



Because the manufacturer or provider's T&Cs will likely be specific to the use of the hardware and software supplied, and not the skill developed by the financial institution, it is unlikely that there will be any substantive conflict between those terms and conditions and the T&Cs of the financial institution. In addition, acceptance of those terms and conditions helps the user understand that the financial institution is not responsible for the hardware and software, and, except for the direct functionality of the voice payment program, the manufacturer or operating system provider is responsible for technical support.

2. Privacy and Consent to Being Recorded

Purpose: Voice payment programs have the potential to collect many types of data from users, including background noises and conversations that are wholly unrelated to the voice payment transaction.



Put users on alert about these additional data elements being collected and direct users to review the financial institution's privacy policy.

Review the financial institution's privacy policy to ensure that it encompasses voice payment program activities.

Remind users that the privacy policies of the manufacturer or operating system providers may also apply to their use of the voice payment programs, and direct users to review those privacy policies before using the program. It is helpful to remind users these terms may change without notice.

In addition, because these programs may record individuals, voice payment programs are potentially subject to wiretapping protection laws. Financial institutions are advised to inform users that while the voice payment program is active, the user may be recorded and that use of the voice payment program constitutes consent to being recorded.

Sample Language: Privacy and Consent to Recording

While you are using the voice payment program, it is possible that the device will capture and transmit to the financial institution background noises or conversations that are not part of the voice payment transaction. The financial institution's privacy policy [available here] governs all information collected by the voice payment program. Users should also review the privacy policies of the device manufacturer and operating system provider to better understand how use of the voice payment program may be impacted by those policies.

Voice payment program technology may record your interactions for quality assurance purposes, and your use of the voice payment program constitutes consent to being recorded. In addition, the manufacturer's or operating system provider's privacy setting may change without notice and it is your responsibility to remain informed about any changes or updates.



3. Privacy

Purpose: Privacy is a fast-evolving area, and there is no sample language for this section. Each financial institution needs to make its own determination as to what privacy notifications and consents should be provided to customers. At a minimum, financial institutions should consider what information they collect, how they use, share, store and dispose of the information and the applicable laws and regulations. In addition, financial institutions should consider if the voice payment program's privacy notifications and consents can be incorporated into the financial institution's overall customer privacy policy or if the voice payment program has a "stand-alone" privacy policy. Privacy is an area of the law where expert advice must be applied.

4. Secure Communications and Commercially Reasonable Security Procedures

Purpose: Any time the device running the voice payment program is connected to an internet or mobile connection that is not secure, there is the potential for hackers to not only interfere with the transactions, but also to obtain information, such as passwords or other personal information, that could be used for identity theft and different kinds of criminal activity.

Financial institutions should include in the T&Cs a statement that users should take care to ensure that they are using a secure connection when accessing voice payment programs. The financial institutions should also remind users to ensure they are in a place where they cannot be overheard by others while making voice payments. This section should disclaim any liability for the user's failure to take these precautions.

To the extent the transactions being effectuated via the voice payment programs may not be electronic fund transfers under Regulation E, financial institutions should consider including language the user acknowledges that the voice payment program employs commercially reasonable security procedures. This acknowledgment can help ensure that non-electronic fund transfers are covered by UCC Section 4A and its limitations on the financial institution's liability.

Sample Language: Secure Communications

Whenever you access the voice payment program, it is your responsibility to ensure that your device is connected to the internet or mobile network via a secure network. You should not use the voice payment program if your device is connected to third-party networks that are not secured. In addition, please be careful to pay attention to your surroundings while making voice payments and ensure that your information, including account information and passwords, cannot be overheard by others.



Sample Language: Commercially Reasonable Security Procedures

By using the voice payment program, you acknowledge and agree that these Terms & Conditions set forth security procedures for voice payment transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, that we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use (and we had a reasonable opportunity to act on such notice).

5. Accuracy

Purpose: Because the devices and external conversational AI platforms that may be used for voice payments are not designed, manufactured or controlled by the financial institution, it is important for the financial institution to disclaim responsibility for any inaccuracies or mistakes made by the device, voice recognition software or the conversational AI platform. For example, if the voice recognition software incorrectly translates the command “Pay ABC Gas \$300,” as “Pay ABC Gas \$3,” the financial institution should not be liable for this mistake.



Voice payment programs should be designed to repeat the user’s command so that the user can confirm that the command was accurate. As a best practice, voice payment programs should also remind account users of the other ways that they can access their financial information or confirm that their commands are accurate. For example, the voice payment program could direct the user to review the command at the applicable website or mobile app.

Sample Language: Accuracy

Your smart device and the voice recognition software were designed and manufactured by a third party. The financial institution does not control or update your device or its software. It is possible that a defect or malfunction with the device or software could result in inaccurate transactions and cause potential harm to you. By accepting these Terms, you understand and agree that the financial institution is not responsible for inaccuracies that are the result of the device or software. Please refer to your online account information to confirm that your voice payment command is accurate.

The T&Cs may also disclaim the accuracy of information provided by third parties. For example, the financial institution may want to disclaim the accuracy of bills and invoices that may be presented for payment through the voice payment program.





It is important to thoroughly test the voice response units (VRU) to identify and correct any systemic accuracy issues.

The T&Cs should clearly tell users that if a biller has incorrectly calculated the amount due or there are any other inaccuracies stemming from information being provided by third parties, then the financial institution is not liable for such inaccuracies.

Sample Language: Accuracy of Invoices

Financial institution is not responsible for the accuracy of the biller's electronic invoices. The voice payment program presents only the information that the financial institution receives from your biller. Any discrepancies or disputes regarding the accuracy of your invoice must be addressed with your biller and not the financial institution.

6. Prohibitions on Use of Payments

Purpose: T&Cs generally contain restrictions that inform the user about payments that are prohibited and to clearly state that effectuating such payments could violate laws, rules, or regulations.

Prohibitions on Use clauses provide a contractual basis that the financial institutions may use as the basis for suspending or terminating a user's use of services, should the user attempt to effectuate a payment that is prohibited.

In general, T&Cs will provide that the user must comply with all applicable laws, rules, and regulations. Some T&Cs will specifically require compliance with the sanctions, including but not limited to, those administered by the Office of Foreign Assets Control (OFAC) and provide information to the financial institution to allow it to comply with anti-money laundering and counter financing of terrorism laws and regulations (AML/CFT).

Sample Language: Prohibition on Use of Payments

User agrees to comply with all applicable laws, statutes, codes, ordinances, and regulations and may not use the voice payment program to make payments that may be illegal or otherwise prohibited. User further agrees not to use the Skill to conduct transactions with persons or entities located in prohibited territories or subject to sanctions administered by the Office of Foreign Assets Control (OFAC).



Other terms and conditions, perhaps contained in the financial institution's account agreement with the customer, may prohibit types of transaction that may not be legal or restricted in certain jurisdictions. For example, terms and conditions may limit users from using the voice payment program to initiate certain payments related to high-risk products or services including payments for:

- » Gambling, gaming or lotteries
- » Firearms or weapons
- » Sexual activities or materials
- » Adult content
- » Materials that promote intolerance, violence or hate
- » Multi-level marketing programs or Ponzi schemes
- » International payments, or
- » Debt refinancing or credit repair programs

Financial institutions should refer to their internal policies and procedures when determining what types of payments are restricted.

7. Fees and Charges

Purpose: Although most voice payment programs are likely to be offered to users at no cost, financial institutions should clearly state that use of the voice payment program itself does not incur any fees or charges. However, using voice payment programs may require transmitting and receiving real-time updates, like location-based information for the voice payment on an online connection or cellular device connection. The terms and charges for these communication services are governed by the agreement between the account holder and their cellular or internet service provider and the financial institution must state that the financial institution will not be liable if such charges are incurred.

Financial institutions may also wish to clarify that they will not be responsible for any costs associated with using the voice payment program including the purchase and use of a device. Financial institutions also may find it necessary to refer users to their underlying account agreements for information regarding transactions fees that may apply to payments made via the voice payment program.

Sample Language: Fees and Charges

The financial institution is providing the Skill at no cost to you. You agree that in using the Skill you may incur data or text charges from your cellular carrier or internet service provider and that you are solely responsible for these charges. If your account agreements specify fees that apply to transactions, then those fees may apply to transactions you make via the voice payment program. Please refer to your account agreements for this information.



8. Technical Support

Purpose: When thinking about technical support for the devices that are dedicated to running the conversational AI, it is helpful to think about it as another device that allows the consumer to interact with the financial institution. These conversational AI devices are comparable to a computer or mobile device. For each of these devices, technical support (e.g., for malfunctions) needs to be provided by the manufacturer or operating system provider to the consumer. When considering technical support for the financial institution's voice payment program, it is different than technical support that may be available for a financial institution-branded mobile app or bank-branded website. The usage of the voice payment program is under the control of the device manufacturer and/or the operating system provider, which then passes the instructions to the financial institution.

Of course, the financial institution is still responsible for handling inquiries and issues related to the consumer's account, including passcodes needed to access the financial institution's voice payment program.

Sample Language: Technical Support

You may choose to use a smart speaker device ("Device") from a manufacturer or operating system that supports interacting with us for banking and bill pay services. Our support is limited to normal support for your accounts. We do not provide technical or other support for the device, and we do not provide support for the Device or Skill. You agree that any claims that you may have with respect to the device and usage of the Device must be brought against the manufacturer or provider and not against us.

9. Contacting Account Holders

Purpose: A financial institution will likely want to contact account holders who use the skill to gather information or resolve issues related to the voice payment program. Therefore, it is important to communicate to users that the financial institution may communicate with them in connection with the use of the voice payment program.

Sample Language: Contacting Account Holders

Financial institution may seek your feedback on the use of the Skill, including troubleshooting and soliciting your suggestions on how the financial institution may improve the Skill. You agree that the financial institution may contact you using the contact information you have provided to learn more about your experience using the Skill.

It is important to keep in mind that certain communication mediums, such as text and phone calls, are subject to additional restrictions and may be subject to the Telephone Consumer Protection Act (TCPA) or analogous laws, such as state "mini-TCPA" laws. Penalties for violating these laws can be severe. Email, although governed by the CAN-SPAM Act, presents a lower risk of private actions or government enforcement if the program is properly administered.



If texts or phone calls are used to verify user actions or commands given to the financial institution through the skill, the financial institution should obtain user consent and maintain records of this consent. The financial institution should consider making this section consistent with the user's preferences and permissions granted in connection with other services the financial institution provides to the user (e.g., online or mobile banking).

Sample Language: Contacting Account Holders

By clicking Agree below, you acknowledge that the financial institution may contact you via the phone number that you have provided for the financial institution's business purposes. This use includes contact to verify your identity and the details of your transaction. You acknowledge and agree that you may receive calls, including, but not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from the financial institution or its affiliates, agents and vendors. If you do not consent or withdraw this consent, some or all of the Skill functions may not be available to you.

10. Prohibitions on Use of Intellectual Property

Purpose: T&Cs typically contain provisions that protect the intellectual property rights of the financial institution or third parties. There are two distinct categories of intellectual property that are usually dealt with separately in the T&Cs. First is what is often called “soft” intellectual property. This includes trademarks, service marks, copyright, and design rights. Second, is “hard” intellectual property and refers to patents. When it comes to voice payment programs, hard intellectual property rights include the code and algorithms that underlie the function and operation of the voice payment program.

The T&Cs can both serve to put the user on notice of the protected intellectual property and set out how the user may use the intellectual property. This section also demonstrates that the financial institution intends to enforce its own intellectual property rights, but that it will also protect the rights of its licensors and business partners. Some entities provide a non-exhaustive but comprehensive list of patents and trademarks, other companies may list only their “marquee” brand, while still others may not identify any specific intellectual property.

Sample Language: Prohibitions on Use of Intellectual Property (Soft)

The voice payment program's trademarks and graphics are the property of the financial institution, and you may not use the financial institution's trademarks for any purpose. All other third-party trademarks and graphics are the property of their respective owners.

The financial institution should consider putting T&Cs around the use of the “hard” intellectual property. Language that provides that the user only has a license to use the technology and does not have the right to create any derivative works can be valuable if the financial institution ever needs to enforce its rights against a user.

Sample Language: Prohibitions on Use of Intellectual Property (Hard)

Financial institution is giving you a limited, personal, non-commercial license to use the Skill and you have no rights in, or to, the Skill. You must not access or attempt to access the source code and you may not participate or assist in copying, reverse engineering, decompiling, or modifying the Skill or any part of the Skill. You may not create any derivative works from or of the Skill.

11. American Disabilities Act

Purpose: The Americans with Disabilities Act has been interpreted to require financial institutions to provide reasonable accommodation to disabled individuals when financial institutions leverage technology to assist its customers in managing and using their accounts. To this end, most financial institutions today design their websites and mobile apps in a manner that can be easily navigated by visually impaired individuals using screen reading software.

While voice payment programs may appear to be easy and beneficial for visually impaired individuals, these individuals may not be able to view the transaction amounts on the device to confirm that the transaction is correct. In addition, hearing-impaired individuals may not be able to access the voice payment program effectively, and if the transaction amount is not displayed on the device, then the hearing-impaired individual may have no way of knowing whether a transaction was made, much less the amount of the transaction. And speech-impaired individuals may not be able to access voice payment programs at all.

For this reason, it may be appropriate to include a warning that individuals who may have trouble seeing and/or hearing the voice payment program should not use the program and should access their accounts and make transactions through other means. The financial institution may also consider disclaiming any liability for transactions made when individuals know that they were not able to effectively see and/or hear the voice payment program.

Sample Language: Voice Payment Programs Depend Upon Speech, Vision and Hearing

When you use the voice payment program, you must speak clearly, listen carefully and visually review the details of your transactions. To the extent you have an impairment, temporarily or otherwise, that impacts your ability to speak, hear or see clearly, then you should not use the voice payment program. Access your accounts through our website or mobile app instead. Should you persist in using the voice payment program despite a known impairment, the financial institution bears no liability for inaccurate, incorrect, or incomplete transactions through the voice payment program.



12. Amendments to Terms and Conditions

Purpose: The financial institution will need to modify its T&Cs to address changes in the voice payment program itself, as well as the development of new products, enhancement of existing products or changes in applicable laws or regulations or in risk controls that the financial institution deems necessary to properly manage the voice payment program. Therefore, it is necessary to communicate to users that future use of the skill may be subject to amended T&Cs. This section of the T&Cs should also contain a persistent link that users can access any time to view them.

T&Cs should always state the date they were last modified. And then, because the T&Cs contain information related to consumer rights for electronic fund transfers and may impact funds availability, it is necessary to provide information regarding exactly how users will know that changes to the T&Cs will be posted. Financial institutions can choose to either require acceptance of the T&Cs every time they are updated or may choose to only require acceptance of material changes impacting consumer rights, funds availability or functionality of the voice payment program.

Sample Language: Amendments to Terms and Conditions

Material changes to the voice payment program T&Cs will be presented to you prior to your next use of the voice payment program and your use of the voice payment program thereafter constitutes your acceptance of the updated T&Cs. Other changes and information regarding new products or services will be posted on our website/mobile app and within the voice payment program, with a date showing the last time the T&Cs were updated. You can view the T&Cs any time at [WEBSITE]. Your continued use of the voice payment program following such an update constitutes acceptance of the modified T&Cs.

Additional Sample Language: Amendments to Terms and Conditions

Financial institution may amend these T&Cs at any time and without notice to you. It is your responsibility to read these T&Cs each time before using the Skill.

Please keep in mind that changes to certain sections of the T&Cs, including those related to dispute resolution or consumer privacy may require specific methods of notification and written account holder acknowledgment or acceptance of the amendments. Any substantive changes should be reviewed by your counsel to ensure that the amendment(s) are enforceable.

The amendment section may be expanded to cover changes not only to the T&Cs, but also changes or modifications to the voice payment program. Inclusion of the financial institution's right to change or modify the voice payment program will help to insulate the financial institution against claims that the user relied on the voice payment program to operate in a specific way or to encompass certain services.

Sample Language: Changes or Discontinuation of Skill

The financial institution may, in its sole discretion and without notice, change, add, limit, suspend or discontinue all or part of the Skill.



Best Practices

The legal arrangements covered earlier define the relationship between a financial institution and its account holders. Equally important are the business considerations the financial institution employs to mitigate issues and increase consumer understanding about voice payments. These considerations may include some or all of the following best practices.

Device Manufacturer Agreement with Consumer

The financial institution should be familiar with the T&Cs that the device manufacturer and operating system provider communicates to the customer – both when the voice payment program is initially launched and on an ongoing basis.

Security Requirements

All parts of transactions should be secured, which relies on a combination of customer actions and financial institution controls. The financial institution must test its security procedures in the same manner the financial institution uses for other payment channels.

The customer's obligations should be covered in the T&Cs between the customer and financial institution, including securing the internet connection to the voice-activated device. As noted in Section 4, the financial institution can only control the information that it receives from the customer.



Authentication

The financial institution should implement measures to require the person to authenticate themselves prior to accessing the financial institution's skill. Authentication processes increase security by requiring a secondary authorization control to help protect the account holder, such as:

- » Multi-factor authentication, including an out-of-band authentication or a secondary password
- » Biometrics
- » Require a voice code for payments that is set up by the authorized party and used each time a payment is initiated
- » Require a one-time password for each session

Payee Setup

For traditional online bill payments initiated through financial institutions, an account holder may be required to set up the payee prior to sending payments. This initial payee setup is generally done once and updated when the payee's information changes, which is rather infrequently.

For voice payments, the financial institution may require consumers to set up the payee through the online banking channel instead of directly on the smart speaker. While switching between devices (i.e., online and smart speakers) can create friction in the user experience, the visual confirmation by the account holder through the online channel may be more reliable than an audio confirmation through the smart speaker. The financial institution needs to weigh the benefit of the account holder setting up the payee using a smart speaker vs. the potential servicing impact of an incorrect payee setup (e.g., misrouted payments).

If the financial institution wants to allow the consumer to set up the payee using a smart speaker, one alternative is to require a verification process, such as sending a text confirmation to the account holder either before the payee set up is complete, or once the payee has been set up.

Payment Confirmation

Provide confirmation for each transaction using text, email, or other communications available for similar transactions initiated through other channels (e.g., online, mobile and bill pay kiosk).

Consumer Education

Smart speakers can create multiple points of vulnerability within a home or business, leaving consumers open to cyberthreats and unwanted data sharing.

The financial institution can provide account holders with helpful information to protect their privacy and keep them safe, such as:

- » Use a different network for their various devices
- » Unplug the smart speaker when away
- » Clear transaction history
- » Change the manufacturer's default settings to delete past smart speaker recordings or stop saving recordings



The financial institution should be aware of each manufacturer's default settings that it has enabled the voice payments skill, as there are differences between manufacturers. Refer to the Payments Innovation Alliance publication, Unwrapping Smart Speakers, that offers useful information for consumers.

Customer Support

The financial institution should ensure that its customer care teams and helplines are familiar with the account holder's smart speaker experience, common errors and the financial institution's roles and responsibilities.

- » Provide easy-to-find Frequently Asked Questions (FAQs) that can be easily found online
- » Update chatbots to include common issues the customer may experience and require support



Glossary



Artificial Intelligence (AI) – The concept of an intelligent (thinking) machine.



Contractual Components – The individual sections of Terms and Conditions.



Conversational AI – A discipline of multiple technologies (including voice recognition, chat bots and software) to personalize communication between a machine and a human.



Skill – The software that needs to be enabled to allow a user to perform tasks, such as checking an account balance for making a voice payment through the user's financial institution.



Smart Speaker – A smart speaker contains a built-in microphone that listens for wake words, such as “Alexa” or “Hey, Google.” Voice recognition programming uses hot words to execute commands such as performing tasks, making payments, setting appointments and reminders or linking to websites. Smart speakers may also be referred to as voice activated speakers or voice speakers.



Voice Assistant – AI-backed technology that uses natural language processing to accept and respond to user requests and queries.



Voice Payments – Technology that allows a user to request a transaction verbally. This is typically done in conjunction with a voice-assisted device (e.g., Smart Speaker).



Voice Payment Program – The financial institution's policies, procedures and systems that allow users to make voice payments or use other functionality through a Smart Speaker and Skill.

