

Main document changes and comments

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Our User Agreement is changing. You can view our new User Agreement, which goes into effect on May 18, 2018, [here](#).

This page contains the TiVo User Agreement and the TiVo.com Website Terms and Conditions. Activities related to shopping, ordering and purchasing a TiVo device, or using the online.tivo.com website are covered by the User Agreement. General, passive browsing is covered by the Website Terms and Conditions.

TiVo User Agreement

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Effective Date: May 18, 2018

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Solutions

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("TiVo")

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DVRs (also sometimes referred to as TiVo unified entertainment systems),

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devices,

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(and services related thereto)

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mobile apps, and

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software applications, and TiVo Online (online.

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When we say "we", "us" or "our" in this policy, we mean TiVo, and/or one or more of its corporate affiliates. TiVo Corporation is incorporated in the State of Delaware and its principle office is 2160 Gold Street, San Jose, CA 95002-2160 USA.

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continental		
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, Alaska, or Hawaii		
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, and are not primarily intended to record music		
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mobile apps		
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software applications		
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mobile		
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(what we call the TiVo service)		
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<p>In addition to any other provisions of this Agreement, TiVo reserves the right to modify or terminate your account, any granted licenses, or access to any TiVo product or service if, in TiVo's determination, you are violating this agreement or any laws or regulations, including but not limited to engaging in inappropriate or demeaning behavior towards any TiVo customer, employee or other third party.</p>		
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TiVo Service Subscriptions		
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Our		
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governs the collection, use and disclosure of		
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will be collected, used, and disclosed by TiVo in accordance with our .		
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or warrant the performance of		
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or your account password		
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12		
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devices (excluding only the		
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set-top boxes (DVRs or		
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Stream		
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Mini boxes		
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products		
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DVRs		
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from a TiVo DVR		
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so		
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i.e.,		
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syncing		
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using		
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Stream, TiVo Roamio Plus/Pro DVR, or TiVo BOLT unified entertainment system		
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DVR		
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, or (5) modify, distribute, sell, or show to the public, for compensation or otherwise, any program recorded using any TiVo product.

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In prior versions of this user agreement, the

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The

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was referred to as

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replaced the

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subscription offered in prior versions of this agreement

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as of the September 30, 2015 posting date of this user agreement,

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TiVo reserves the right to discontinue previously offered features or functionality at its sole discretion and without prior notice. TiVo is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any TiVo product or service. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by TiVo products without prior notice to you.

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periodic

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recurring

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, or such other periodic term as designated in your subscription

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a new

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the lifetime of

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as long as

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is operational (or until TiVo discontinues support for

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device, whichever comes first

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, except as otherwise noted by TiVo.

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Early Termination Fees

We sometimes offer discounted rates for TiVo products and/or TiVo service subscriptions when you agree to subscribe to the TiVo service for a minimum commitment term (such as 1 year). If you cancel your subscription to the TiVo service before the end of your minimum commitment term, you agree to pay us the applicable (unless you cancel during our 30-day money-back guarantee period).

Multi-Service Discount

Through September 29, 2015, we offered discounted TiVo service fees when you had more than one TiVo DVR on the same customer account. For information on (1) the restrictions and eligibility requirements that have applied to this multi-service discount and (2) your ability to retain this multi-service discount, please visit [Multi-Service Discount](#).

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Early Termination Fees

We sometimes offer discounted rates for TiVo products and/or TiVo service subscriptions when you agree to subscribe to the TiVo service for a minimum commitment term (such as 1 year). If you cancel your subscription to the TiVo service before the end of your minimum commitment term, you agree to pay us the applicable early termination fee (unless you cancel during our 30-day money-back guarantee period).

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confirmation

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placed

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confirmation

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confirming the placement of your order

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confirmation when

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confirming your order only once

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, or if our product inventory is insufficient to satisfy your order received by us

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, unless otherwise noted

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replacements are not eligible).

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replacements are not eligible).

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and

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Mini, and the TiVo Stream

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Minis

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For TiVo DVRs and the TiVo Mini,

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subscription		
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TiVo service		
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Solutions		
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c/o General Counsel		
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TO THE GREATEST EXTENT PERMITTED BY LAW, TIVO AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING ACCURACY, OPERABILITY,

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To the greatest extent permitted by law, Tivo and its licensors expressly disclaim any and all warranties, whether express or implied, including any warranties regarding accuracy, operability, availability, use, non-infringement, title, merchantability, fitness for a particular purpose, or usage of trade.

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AVAILABILITY, USE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE.

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incidental or consequential damages, so the above limitation or exclusion

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INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION

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this dispute resolution provision provides for

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Class action waiver: We each agree that any dispute resolution proceedings will be conducted only on an individual basis (and not in a class, consolidated, or representative action). Unless we each agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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CLASS ACTION WAIVER: WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS (AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION). UNLESS WE EACH AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

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resolve

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Commercial

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and Supplementary Procedures for Consumer-Related Disputes.

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start		
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available at adr.org or by calling 1-800-778-7879. The AAA provides a		
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and a separate		
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. Unless we each agree otherwise, the arbitration will be conducted in the county where you reside. If the relief sought is		
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identified,		
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an		
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frivolous		
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unreasonable		
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TiVo will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.		
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<u>Prevailing party</u> : If you prevail in arbitration and the arbitrator issues you an award that is <u>greater</u> than the value of our last written settlement offer, we will pay you either the amount of the award or \$200, whichever is greater. If we prevail in arbitration, we will not seek, and hereby waive all rights we may have under applicable law to recover, attorneys' fees and costs.		
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above-set forth		
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Governing Law

This agreement is to be governed in all respects by, and construed in accordance with, the Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to any conflict of law provisions. This agreement and the rights and obligations of the parties hereunder will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

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Governing Law

THIS AGREEMENT IS TO BE GOVERNED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL ARBITRATION ACT, OTHER APPLICABLE FEDERAL LAW, AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICT OF LAW PROVISIONS. This agreement and the rights and obligations of the parties hereunder will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

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Website Terms and Conditions

Acceptance Of Terms Of Use For This Website

You must read these TiVo Website Terms of Use ("Terms") carefully.

TIVO AND ITS AFFILIATES ("TIVO") PROVIDE THIS WEBSITE TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU"), SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN TIVO AND YOU, AND YOU ACCEPT THEM BY (A) USING THE WEBSITE IN ANY OTHER MANNER; AND/OR (B) ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

This website includes without limitation: (a) services available through online.tivo.com (collectively the "Services," with are governed by the TiVo User Agreement); (b) information such as technical, contractual, product, program, pricing, marketing, and other information ("Information"); and (c) content such as data, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content"). TiVo controls and operates its websites from various locations and makes no representation that this website is appropriate or available for use in all locations. TiVo products and services may not be available in your location, and deliverables may vary among locations. If you are using any portion of the website on behalf of your employer, you represent and warrant that you are authorized to accept these terms on your employer's behalf, and that your employer agrees to indemnify you and TiVo for violations of these terms. In addition to the terms and unless otherwise noted, the standard TiVo User Agreement govern purchases you make through the website. In the case of products and services provided through business.tivo.com, the applicable separate valid written purchase or license agreement with TiVo for that product or service, shall govern, and in cases of conflict, prevail.

Your Obligations And Conduct

In consideration of your use of the website, you agree to: (a) provide accurate, current, and complete information about you as may be prompted by a registration form on the website; (b) maintain the security of your password and identification; (c) maintain and promptly update your information, and any information you provide to TiVo, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to your information. You have sole responsibility for adequate protection and backup of data and/or

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equipment used in connection with the website.

You are entirely responsible for all content that you upload, post or otherwise transmit via the website. You agree not to upload, post or otherwise transmit via the website content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to TiVo or other users of the website; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. TiVo reserves the right to edit or remove content that violates these terms or that contains third-party commercial advertisements.

You agree that you will not use the website to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be TiVo or someone else, or spoof TiVo's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the services; (d) misrepresent your affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the website; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making threats of harm; or (g) collect or store personal data about other users unless specifically authorized by such users.

Confidentiality Of TiVo Information

You may obtain direct access via certain portions of the website to certain confidential information of TiVo and its suppliers, including without limitation technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with TiVo and its partners.

Your obligations regarding Confidential Information expire five (5) years after the date of disclosure. Upon termination of the terms or TiVo's written request, you must cease use of Confidential Information and return or destroy it.

The terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: you possessed prior to your receipt from TiVo, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third-party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these terms and as disclosed after prior notice to TiVo adequate to afford TiVo the opportunity to object to the disclosure.

Content Submitted To TiVo

TiVo does not claim ownership of the content you place on the website and shall have no obligation of any kind with respect to such content. Unless otherwise stated herein, or in TiVo's Legal and Privacy Notices, any content you provide in connection with this website shall be deemed to be provided on a nonconfidential basis. TiVo shall be free to use or disseminate such content on an unrestricted basis for any purpose, and you grant TiVo and all other users of the website an irrevocable, worldwide, royalty free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish such content (including in digital form). You represent and warrant that you have proper authorization for the worldwide transfer and processing among TiVo, its affiliates, and third-party providers of any information that you may provide on the Website.

TiVo and its designees reserve the right to monitor, restrict access to, edit or remove any content that is available via the website.

Indemnity

You agree to indemnify and hold TiVo and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, alliance members, other partners, employees and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your content, Your use of or connection to the website (including any use by you on behalf of your employer), your violation of the terms, or your violation of any rights of another.

Notices; Modification And Termination Of Services; Amendment Of Terms

TiVo may provide notice to you via email or posting notices or links to notices on the website. TiVo may amend these terms at any time by posting the amended terms on this website.

Advertisements And Promotions

TiVo may run advertisements and promotions from third parties on the website. Your correspondence or business dealings with, or participation in promotions of, advertisers other than TiVo found on or through the website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. TiVo is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-TiVo advertisers on the website.

Content Provided Via Links

You may find links to other Internet sites or resources on the website. You acknowledge and agree that TiVo is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. TiVo will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Intellectual Property Rights

Except as expressly authorized by TiVo or by content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the content of others, in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software TiVo discloses to you, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

"TiVo Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans and other designations TiVo uses in connection with its products and services. You agree to comply with the TiVo Trademark and Logo Usage Requirements. You may not remove or alter any TiVo Trademarks, or co-brand your own products or material with TiVo Trademarks, without TiVo's prior written consent. You acknowledge TiVo's rights in TiVo Trademarks and agree that any use of TiVo Trademarks by You shall inure to TiVo's sole benefit. You agree not to incorporate any TiVo Trademarks into Your trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies.

TiVo is committed to respecting others' intellectual property rights, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement on our website, please contact our legal department via email at: .

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Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. Permission is granted to display, copy, distribute and download content owned by TiVo on this website provided that: (a) the copyright notice pertaining to the content remains, and a permission notice (e.g., "Used with permission") is added to such content; (b) the use of such content is solely for personal and non commercial use; (c) such content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such content. This permission terminates automatically without notice if you breach any of the terms or conditions in this section.

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