

Main document changes and comments

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

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

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Effective Date: May 18, 2018

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Solutions

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

("TiVo")

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

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

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

devices,

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

(and services related thereto)

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

mobile apps, and

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

software applications, and TiVo Online (online.

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

).

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

)).

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

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.

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

continental

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

, Alaska, or Hawaii

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

, and are not primarily intended to record music

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

mobile apps

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

software applications

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

mobile

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

(what we call the TiVo service)

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

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.

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

TiVo Service Subscriptions

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Our

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

governs the collection, use and disclosure of

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

will be collected, used, and disclosed by TiVo in accordance with our.

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

.

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

or warrant the performance of

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

or your account password

Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
12		
Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
devices (excluding only the		
Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
set-top boxes (DVRs or		
Page 1: Deleted	Tivo	5/12/2018 1:12:00 PM
Stream		
Page 1: Inserted	Tivo	5/12/2018 1:12:00 PM
Mini boxes		
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
products		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
DVRs		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
from a TiVo DVR		
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
so		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
i.e.,		
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
syncing		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
using		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
Stream, TiVo Roamio Plus/Pro DVR, or TiVo BOLT unified entertainment system		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
DVR		
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
or		
Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
.		
Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM

, or (5) modify, distribute, sell, or show to the public, for compensation or otherwise, any program recorded using any TiVo product.

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

In prior versions of this user agreement, the

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

The

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

was referred to as

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

replaced the

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

subscription offered in prior versions of this agreement

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

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

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

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.

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

periodic

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

recurring

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

, or such other periodic term as designated in your subscription

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

an

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

a new

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

the lifetime of

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
-------------------------	-------------	-----------------------------

as long as

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
------------------------	-------------	-----------------------------

(not

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

is operational (or until TiVo discontinues support for

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

lifetime

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

device, whichever comes first

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

.

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

, except as otherwise noted by TiVo.

Page 2: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

EarlyTerminationFees

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](#).

Page 2: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

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).

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

confirmation

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

confirming

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

place

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

placed

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

confirmation

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

confirming the placement of your order

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

confirmation when

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

confirming your order only once

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

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

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

, unless otherwise noted

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

replacements are not eligible).

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

replacements are not eligible).

Page 3: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 3: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

-

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

the

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

and

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Mini, and the TiVo Stream

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Minis

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

For TiVo DVRs and the TiVo Mini,

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 4: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 5: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 5: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 5: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 5: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

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,

Page 5: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

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.

Page 5: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

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

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

licensors

Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

LICENSES

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

incidental or consequential damages, so the above limitation or exclusion

Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION

Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

this dispute resolution provision provides for

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

to

Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

shall

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
-----------------	------	----------------------

inexpensive

Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
------------------	------	----------------------

cost-effective

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

very

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

or

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

and

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

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.

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

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.

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

resolve

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

resolve

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

seek

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

initiate

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

(1)

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

initial

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

Commercial

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

Consumer

Page 6: Deleted

Tivo

5/12/2018 1:12:00 PM

and Supplementary Procedures for Consumer-Related Disputes.

Page 6: Inserted

Tivo

5/12/2018 1:12:00 PM

Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
start		
Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
initiate		
Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
available at adr.org or by calling 1-800-778-7879. The AAA provides a		
Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
and a separate		
Page 6: Inserted	Tivo	5/12/2018 1:12:00 PM
. Unless we each agree otherwise, the arbitration will be conducted in the county where you reside. If the relief sought is		
Page 6: Deleted	Tivo	5/12/2018 1:12:00 PM
identified,		
Page 7: Deleted	Tivo	5/12/2018 1:12:00 PM
an		
Page 7: Deleted	Tivo	5/12/2018 1:12:00 PM
frivolous		
Page 7: Inserted	Tivo	5/12/2018 1:12:00 PM
unreasonable		
Page 7: Inserted	Tivo	5/12/2018 1:12:00 PM
TiVo will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.		
Page 7: Deleted	Tivo	5/12/2018 1:12:00 PM
<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.		
Page 7: Deleted	Tivo	5/12/2018 1:12:00 PM
above-set forth		
Page 7: Deleted	Tivo	5/12/2018 1:12:00 PM

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.

Section Break (Next Page)

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.

substantive

that restrict your
rights

are substantive

restrict your rights

via email to the address associated with your account

(2)

defined

defined

must

will

position

provision

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," which 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 governs 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

Section Break (Next Page)

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: (a) 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: .

Section Break (Next Page)

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.

Upon termination, you must immediately destroy any downloaded and/or printed content.

Disclaimer Of Warranties

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE, INCLUDING THE INFORMATION, SERVICES AND CONTENT (AS DEFINED IN SECTION 1.2) IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TIVO DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TIVO MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE WEBSITE.

TIVO MAKES NO WARRANTY OR REPRESENTATION THAT: (a) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-- FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (c) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (d) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

Limitation Of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, TIVO IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF TIVO HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

TiVo's Privacy Policy

You consent to the collection, processing and storage by TiVo of Your personal information in accordance with the terms of TiVo's Privacy Policy, which is available. You agree to comply with all applicable laws and regulations, and the terms of TiVo's Privacy Policy, with respect to any access, use and/or submission by you of any personal information in connection

Section Break (Next Page)

with this Website.

General Legal Terms

The terms constitute the entire agreement between you and TiVo relating to their subject matter, and cancel and supersede any prior versions of the terms. No modification to the terms will be binding, unless in writing and signed by an authorized TiVo representative. You must not assign or otherwise transfer the terms or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use TiVo or third-party products or services.

You agree that any material breach of the terms will result in irreparable harm to TiVo for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, TiVo will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if TiVo seeks such an injunction.

California law and controlling U.S. federal law govern any action related to the terms and/or your use of the website. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the terms. You and TiVo agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, U.S.A.

Services, content, and product derived or obtained from this website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or your local laws; (b) not use services, content, or direct product from this website to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide services, content, or direct product from this Website to prohibited countries and entities identified in the U.S. export regulations.

Rights and obligations under the terms which by their nature should survive will remain in full effect after termination or expiration of the terms.

The website may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include statements regarding market expectations and opportunities, expectations about financials, research and development and strategies, statements concerning TiVo's roadmaps, market share growth, and product and service development and introduction, and our continuous evaluation of the competitiveness of our product and service offerings. These forward-looking statements are just predictions and involve risks and uncertainties. Actual results may differ materially from results discussed in the forward-looking statements. Factors that may cause such a difference include risks related to adverse changes in general economic conditions, failure to reduce costs, lack of success in technical advancements, the timely development, production and acceptance of new products and services, and TiVo's ability to compete in a rapidly changing marketplace. For a detailed listing of the potential factors affecting TiVo's business and these forward-looking statements, please refer to TiVo's periodic reports on Forms 10Q and 10K that are filed with the Securities and Exchange Commission (available at www.tivo.com).

Any express waiver or failure to exercise promptly any right under the terms will not create a continuing waiver or any expectation of nonenforcement. If any provision of the terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the terms will remain in full force and effect.

Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes