This user agreement governs your purchase and use of products and services offered by TiVo Solutions Inc. ("TiVo") (including TiVo devices, mobile apps, and websites). BY CLICKING ON "I AGREE" OR SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THIS AGREEMENT, INCLUDING THE PARTS ABOUT ARBITRATING ANY DISPUTES, WAIVING ANY RIGHT TO A JURY TRIAL, AND GIVING UP THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

A few things to note:

♦ When we refer to "TiVo products" in this policy, we mean any device, software, or website (and services related thereto) offered by TiVo (including TiVo DVRs, the TiVo Mini, the TiVo Stream, TiVo software applications, and TiVo Online (online.tivo.com)).

♦ When we say "you" in this policy, we mean both you and any other individuals you let use your TiVo device, software, or account.

♦ TiVo products provided to you directly by your cable or satellite provider are subject to their terms of use (and not this agreement).

Accounts

To create an account with us, you must be (1) a resident of the continental United States, Alaska, or Hawaii, (2) the age of majority in your state, and (3) creating an account for yourself (and not for a business or entity). You are responsible for all charges on your account, so we suggest picking a strong password and not sharing it with others.

Use of TiVo Products

TiVo products are intended for your personal, non-public, and non-commercial use.

TiVo grants you a personal, non-commercial, and non-exclusive license to (1) access and use our websites, (2) install and use our software applications on devices that you own or control, (3) use software that is embedded in (or downloaded to) TiVo hardware products, and (4) access and use our hosted services using authorized TiVo products.

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.

Features and functionality are subject to change. 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.

Some notes about your use of TiVo products:

♦ Some TiVo products require a subscription to the TiVo service, see TiVo Service Subscriptions below for details.

♦ Our privacy policy governs the collection, use and disclosure of your personal information.

♦ We do not endorse or warrant the performance of any included third-party apps or advertised third-party products or services.

♦ Your use of included third-party apps is subject to the terms of use and privacy policy of the app provider (which we suggest you read).

♦ You are responsible for any charges related to your use of a TiVo product (such as charges for broadband Internet, wireless data, or pay-per-view content) – so be careful if you give others the remote or your account password.
Restrictions

You may have a maximum number of 12 TiVo set-top boxes (DVRs or TiVo Mini boxes) on the same account.

Some TiVo DVRs may let you stream or download your recorded content to your mobile devices. The following restrictions apply to streaming/downloading your recorded content from a TiVo DVR:

- You may sync a maximum number of 12 mobile devices.
- You may only sync mobile devices that you own or control (i.e., no using your neighbor's iPad).
- Due to the copy protection assigned by the content provider, not all recorded content can be downloaded, and some recorded content can only be streamed and/or downloaded while your mobile device is on the same local network as your TiVo DVR.

When using our products and services, you may not do any of the following (except to the extent permitted by applicable law): (1) modify, reverse engineer, decompile, or otherwise attempt to derive the source code, structure, design, or method of operation of software that we provide to you, (2) modify, disassemble, or otherwise tamper with any TiVo hardware, (3) disguise the place of your residence or the location of your use, (4) attempt to circumvent technological measures or gain unauthorized access through hacking, password mining or any other means, or (5) modify, distribute, sell, or show to the public, for compensation or otherwise, any program recorded using any TiVo product.