Effective Date:

September 12, 2019

This user agreement (“Agreement”) governs your use of the TiVo Video Service provided by TiVo Platform Technologies LLC (“TiVo”). 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 Video Service" in this policy, we mean the TiVo Plus (aka TiVo+) Video Service, which enables you to access to certain programming and other content made available by means of the TiVo Video Service (collectively, “Content”), and any related 3rd party apps, services.

- When we say "you" in this policy, we mean both you and any other individuals you let use your TiVo device, software, or account to access the TiVo Video Service. The terms of this Agreement will apply to such use whether or not you possess or create a TiVo account on or through the TiVo Video Service.

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

Use of TiVo Video Service

TiVo Video Service is 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 the TiVo Video Service, (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 of the TiVo Video Service 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:
Our privacy policy governs the collection, use and disclosure of your personal information.

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

Your use of 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).

Age Limitations and Restrictions

The TiVo Video Service is not intended to be used by children without involvement and approval of a parent or guardian. If you are under the age of 13, you are not permitted to use the TiVo Video Service without the consent of your parent or guardian, in which case your parent or guardian consents to these terms on your behalf. Access to Content may be restricted due to age appropriateness. Accessing the TiVo Video Service and/or the Content from territories where TiVo does not offer the TiVo Video Service is prohibited.

Restrictions

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, streamed to or played back using any TiVo product.

Voice Services

If the TiVo Video Service supports voice services, certain voice remotes compatible with TiVo Video Service allow you to use your voice to control functionality of the TiVo Video Service (e.g. search for content, switch inputs, launch channels, launch program guide). When you choose to use your voice to use or control the TiVo Video Service, you agree that TiVo and third parties who fulfill your requests and/or provide services for TiVo have your consent to record, process and store your voice inputs (e.g. a recording and the interpretation of what was said), and use such voice inputs with other information about your use of the TiVo Video Service (e.g. device identifier) to provide services to you, to improve the accuracy and quality of the TiVo Video Service, and as further described in TiVo’s privacy policy.

Ownership
TiVo and TiVo’s licensors exclusively own, control and retain all right, title and interest in and to the TiVo Video Service, including the Content, including all associated intellectual property rights. You acknowledge that the TiVo Video Service, including without limitation the Content, is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the TiVo Video Service, including without limitation the Content.

Your Responsibilities and TiVo’s Enforcement Rights

You can use the TiVo Video Service for lawful, non-commercial, and appropriate purposes only. You agree not to engage in any conduct that:

- violates the rights of others, including patent, trademark, trade secret, copyright, moral rights or other intellectual property rights, or rights of privacy, publicity, or other proprietary rights, harasses or harms another individual, impersonates any person or entity, or otherwise misrepresents yourself or your affiliation with any person or entity; or is fraudulent, false, misleading or deceptive;

- uses technology or other means to access, index, frame, search or link to the TiVo Video Service (including the Content) that is not authorized by TiVo; remove, avoid, deactivate, descramble disable, bypass, or circumvent any technological measure implemented by TiVo or any of TiVo’s providers or any other third party (including another user) to protect the TiVo Video Service, including without limitation content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the TiVo Video Service;

- accesses, tampers with, or uses non-public areas of the TiVo Video Service, TiVo’s computer systems, or the technical delivery systems of TiVo’s providers;

- involves accessing the TiVo Video Service (including the Content) through any automated means, including "robots," "spiders," or "offline readers";

- uses any meta tags or other hidden text or metadata utilizing a TiVo trademark, logo URL or product name without TiVo’s express written consent

- accesses the TiVo Video Service, including without limitation Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by this Agreement;

- deciphers, decompiles, disassembles or reverse engineers any of the software used to provide the TiVo Video Service;
interferes with the access of any user, host or network, including, without limitation, by sending a virus, overloading or flooding the TiVo Video Service;

- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- damages, disables, overburdens, impairs, or gains unauthorized access to the TiVo Video Service, including TiVo's servers, computer network, or user accounts;

- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the TiVo Video Service (including the Content);

- uses the TiVo Video Service to advertise or promote services that are not expressly approved in advance in writing by TiVo;

- probes, scans or tests the vulnerability of any TiVo system or network or breaches any security or authentication measures;

- collects or stores personally identifiable information from the TiVo Video Service without TiVo's authorization;

- violates, or encourages conduct that would violate, any applicable law or regulation, constitute a criminal offense or give rise to civil liability;

- violates this Agreement or any guidelines or policies posted by TiVo;

- interferes with any other party's use and enjoyment of the TiVo Video Service; or

- encourages or enables any other individual to do any of the foregoing or attempts to do any of the foregoing.

We have the right to investigate violations of this Agreement or conduct that affects the TiVo Video Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

If TiVo determines in its sole discretion that you are violating any term or condition of this Agreement, we may (i) notify you, (ii) use technical measures to block or restrict your access or use of the TiVo Video Service, and/or (iii) use any other available legal or equitable remedy. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the TiVo Video Service, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

Internet Access Charges

You are responsible for any costs you incur to access the internet.
Suspension/Discontinuation

We may change, suspend, or discontinue - temporarily or permanently - some or all of the TiVo Video Service (including the Content and the devices through which the TiVo Video Service is accessed), with respect to any or all users, at any time without notice. You acknowledge that TiVo may do so in TiVo's sole discretion. You also agree that TiVo will not be liable to you for any modification, suspension, or discontinuance of the TiVo Video Service.

Linked Destinations and Advertising Third Party Destinations

The TiVo Video Service (including the Content) may contain links to third-party apps, services or destinations. You will not infer or assume that TiVo endorses, operates, controls, is responsible for or is connected with these or other third-party content, apps, services or destinations, even if they link to the TiVo Video Service and even if such apps, services or destinations are operated by a person (including legal entity) affiliated or otherwise connected with TiVo. TiVo provides these links only as a convenience and are not responsible for the content, products or services on or available from those apps, services or destinations or links displayed on such destinations. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party apps, services or destinations and release TiVo from any responsibility and liability to you for any content or other materials hosted and served from any such apps, services or destinations. This Agreement does not govern your use of any other apps, services or destinations.

Optional Offers, Promotions and Features

We may offer or facilitate third party offers for you to participate in, including special offers such as rebates, coupons or other discount programs, as well as promotions such as contests or sweepstakes on the TiVo Video Service or via third party platforms. These offers and promotions may require purchases or participation in surveys, and may be subject to separate and additional terms and conditions governing your participation and eligibility for any such programs. TiVo is not responsible or liable for any claims, damages, losses or injuries arising from your interactions with such third parties.

Advertisements

TiVo takes no responsibility for advertisements or any third party material displayed on the TiVo Video Service, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the TiVo Video Service is between you and the advertiser, and you agree that TiVo is not liable for any loss or claim that you may have against an advertiser.

Open Source

Software that we provide to you may include open source code. Acknowledgments, licensing terms and disclaimers are available at www.tivo.com/legal/opensource. To the extent required, the terms of the applicable
open source license (rather than the terms of this agreement) will apply to such code. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms of any applicable open source license.

IP Rights

Visit www.tivo.com/patents for a non-exhaustive list of patents that apply to our products and services. Software that we provide to you is licensed, not sold. This Agreement does not provide you with any right or license (whether expressly, by implication, by estoppel, or otherwise) under the intellectual property rights of TiVo (or our licensors) other than to the extent expressly authorized above. We reserve all rights not expressly granted to you.

Copyright Policy

If you are a copyright owner (or are authorized to act on behalf of the owner of an exclusive right under copyright) and believe that your copyright is being infringed, we will respond to notices of alleged copyright infringement in accordance with Section 512(c)(3) of the Digital Millennium Copyright Act.

A notice of alleged copyright infringement must be a written communication provided to TiVo's designated agent that includes the following: (1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf, (2) identification of the copyrighted work claimed to have been infringed, (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, (4) your contact information (including your name, address, telephone number, and email address), (5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (6) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. It is our policy to terminate a user's account if, under appropriate circumstances, the user is determined to be a repeat infringer. Our designated copyright agent for notices of alleged copyright infringement is: TiVo Platform Technologies LLC, 2160 Gold Street, San Jose, CA 95002, attn: Copyright Agent c/o General Counsel, email: DMCARegisteredAgent@tivo.com.

Trademarks

TiVo, the TiVo logo, www.tivo.com, and other TiVo marks, graphics, logos, scripts and sounds are trademarks of TiVo or its affiliates. You may not copy, download or exploit any of the TiVo trademarks.

Feedback
If you submit any ideas or materials to us (whether in an email, using a "Contact Us" form, on a user forum, or via any other method), you agree that: (1) they will be non-confidential, (2) TiVo may have something similar already in development or under consideration, (3) TiVo will own them and be free to use them on an unrestricted basis, and (4) if TiVo does not own them, you grant TiVo a perpetual, irrevocable, non-exclusive, sublicensable, transferable, fully paid-up, royalty-free, and worldwide license to implement, use, modify or otherwise commercially exploit them in any way without any payment or accounting to you.

DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY TIVO PRODUCTS FOR WHICH WE PROVIDE A WRITTEN WARRANTY (WHICH YOU CAN FIND AT WWW.TIVO.COM/LEGAL), WE ARE PROVIDING YOU WITH TIVO'S PRODUCTS AND THE TIVO VIDEO SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, AND YOUR USE OF TIVO'S PRODUCTS AND THE TIVO VIDEO SERVICE IS AT YOUR OWN RISK. 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.

LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY LAW, TIVO AND ITS LICENSORS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR: (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF TIVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF (OR INABILITY TO USE) ANY TIVO PRODUCT OR SERVICE, OR (2) ANY DIRECT DAMAGES IN EXCESS OF WHAT YOU HAVE PAID TIVO FOR THE TIVO PRODUCT OR SERVICE AT ISSUE OR US $150 (WHICHEVER IS GREATER). THIS IS INTENDED TO APPLY (AND YOU AGREE THAT IT WILL) EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION

If you have an issue with a TiVo product or service, please call customer service at 1-877-367-8486. If you are not satisfied with the result and wish to seek further action, all disputes between us shall be resolved in binding arbitration or small claims court.
We have designed this dispute resolution provision to make the process as convenient and cost-effective for our customers (and us) as possible. The arbitration process can be a faster, simpler, less formal, and less expensive route than filing a lawsuit and going to court. In arbitration, you still are entitled to a fair hearing, but a neutral arbitrator (and not a judge or jury) will determine your rights. Arbitrator decisions are final, as enforceable as any court order, and subject only to limited review by a court. If you would prefer not to arbitrate, you still can choose to bring a dispute in small claims court.

Mandatory arbitration: We each agree to resolve any dispute arising out of or related in any way to this agreement (and TiVo products or services) exclusively by individual binding arbitration (with "dispute" to be given the broadest possible meaning), and we each agree to give up the right to have a dispute decided by a jury. We each retain the right to bring an individual action in small claims court and to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent (1) the actual or threatened infringement or other misuse of intellectual property rights and (2) any unauthorized use, piracy or theft.

If you have an issue with a TiVo product or service, please call customer service at 1-877-367-8486. If you are not satisfied with the result and wish to seek further action, all disputes between us shall be resolved in binding arbitration or small claims court.

We have designed this dispute resolution provision to make the process as convenient and cost-effective for our customers (and us) as possible. The arbitration process can be a faster, simpler, less formal, and less expensive route than filing a lawsuit and going to court. In arbitration, you still are entitled to a fair hearing, but a neutral arbitrator (and not a judge or jury) will determine your rights. Arbitrator decisions are final, as enforceable as any court order, and subject only to limited review by a court. If you would prefer not to arbitrate, you still can choose to bring a dispute in small claims court.

Informal dispute resolution: We each must try in good faith for 15 days to resolve informally any dispute before starting arbitration. A party who intends to initiate arbitration must first send the other an email with: (1) a "Notice of Dispute" in the subject line of the email; and (2) a reasonably detailed description of the nature and basis of the dispute, as well as the relief sought, in the body of the email. Only emails that comply with the foregoing will trigger the start of the 15-day informal dispute resolution process. Send your notice to disputenotice@tivo.com, and we will send ours to the email address associated with your account. A TiVo representative will contact you to try to informally resolve the dispute. If we do not reach an agreement to resolve the dispute within 15 days after the date the initial notice was sent, then either of us may start arbitration in the manner described below.

Arbitration process: The American Arbitration Association (AAA) will administer the arbitration, using the AAA's Consumer Arbitration Rules. Those rules and information about how to initiate arbitration are available at adr.org or by calling 1-800-778-7879. The AAA provides a form Demand for Arbitration and a separate form for California residents. Unless we each agree otherwise, the arbitration will be conducted in the county where
you reside. If the relief sought is $10,000 or less, the hearing will be conducted by telephone or videoconference or by a submission of documents (unless the arbitrator requires a face-to-face hearing).

Arbitrator's decision: The arbitrator must provide us with a brief written explanation of the basis for the award. In making the award, the arbitrator must apply any pertinent contract terms, statutes and legal precedents (including the "Limitation of Liability" section above). The arbitrator's award will be final and binding, but subject to review in accordance with applicable statutes governing arbitration awards. Judgment on the arbitrator's award may be entered in any court with jurisdiction.

Arbitration fees: If you initiate arbitration seeking more than $75,000 in damages, the payment of fees will be governed by the AAA's rules. Otherwise, we will pay all AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the demand for arbitration is unreasonable or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you agree to reimburse us for amounts we paid on your behalf under the AAA's rules. TiVo will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Opt-out: You may opt-out of this dispute resolution provision (other than the "Judicial forum" and "Time limit for disputes" paragraphs below) by notifying TiVo within 30 days of the date on which you begin using the TiVo Video Service. You must do so by writing to TiVo, 2160 Gold Street, San Jose, CA 95002, attn.: Arbitration Opt-Out, and including your name, address, account number (if you have one), and a clear statement that you do not wish to resolve disputes with TiVo through arbitration.

Judicial forum: If (1) you opt-out of this dispute resolution provision or (2) an arbitrator or court finds the class action waiver in this section to be invalid or unenforceable, then: (a) the arbitration-related paragraphs shall be deemed not to apply to you; (b) you agree to resolve any dispute you have with TiVo exclusively in a state or federal court located in Santa Clara County, California; and (c) you agree to submit to the exclusive personal and subject matter jurisdiction and exclusive venue of such courts for the purpose of litigating such dispute. We each waive any right to a jury trial in any such dispute.

Time limit for disputes: We each agree (regardless of any statute or law to the contrary) that any dispute must be filed within 1 year after such dispute arose or else will be forever barred.

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 PROCESS

Governing Law
This Agreement shall 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.

Term and Termination

This agreement applies from the date when you accept it and continues until terminated by either of us. We may suspend your account and/or terminate this agreement (1) immediately for your breach of this agreement, or (2) upon 10 business days' prior written notice to you, for any other reason. All sections of this agreement that by their nature should continue (such as the "Dispute Resolution" section) will survive termination.

You may cancel your account or a subscription to the TiVo service by calling customer service at 1-877-367-8486. Cancellation will not entitle you to any refund (including of any subscription fees), and may be subject to an early termination fee in some cases (see the "Early Termination Fee" section for more details). TiVo reserves the right to collect fees, surcharges and costs incurred prior to the cancellation of any account or subscription.

Changes to this Agreement

We need the flexibility to update this agreement from time to time as our business changes. If we make changes that restrict your rights, we will notify you at least 15 days in advance (to give you time to review the changes and cancel your account if you do not want to be bound by the revised version, although we certainly hope you do not cancel your account). By continuing to use TiVo products after those changes become effective, you agree to be bound by the revised version of this agreement. If we make changes to the dispute resolution provision, then: (1) such changes will not apply to disputes arising before the changes become effective; and (2) if such changes to the dispute resolution provision restrict your rights, you will have 30 days (from our notification to you) to opt-out of the modified dispute resolution provision (other than the "Judicial forum" and "Time limit for disputes" paragraphs above) by adhering to each of the requirements of the "Opt-out" paragraph above.

General Legal Terms

Additional Terms: Additional or different terms may apply to certain TiVo products, and if so, we will ask you to agree to those terms separately.

Assignment: You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without TiVo's prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. TiVo may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.
Electronic Communications: You consent to receive communications from TiVo by email, and acknowledge that all notices and other communications that TiVo provides to you electronically via email to the address associated with your account will satisfy any legal requirement that such communications be in writing.

Export: TiVo products are subject to U.S. export control laws and regulations and must be purchased, sold, exported, re-exported, transferred, and used in compliance with such export laws and regulations. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) listed on any U.S. government list of prohibited or restricted parties.

Government End-Users: Any TiVo software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (1) only as Commercial Items, and (2) with only those rights as are granted to all other end users pursuant to this agreement.

Notices: All notices from you to TiVo must be sent via certified mail to TiVo Platform Technologies LLC, 2160 Gold Street, San Jose, CA 95002, attn.: Legal Department, and will be deemed given upon receipt by TiVo. All notices from TiVo to you will be sent via email to the address associated with your account, and will be deemed given when emailed.

Third-Party Beneficiaries: This Agreement does not confer any third-party beneficiary rights.

Waiver: No waiver of any term or breach of this agreement will constitute a waiver of any other term or breach.

Severability: If any provision of this agreement is found to be unenforceable, such unenforceability will not render this agreement unenforceable as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.