**TiVo USER AGREEMENT AND PRIVACY POLICY** for US and Canada

This user agreement governs your purchase and use of products and services offered by TiVo Platform Technologies LLC ("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 (where applicable).**

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, or Canada (2) the age of majority in your jurisdiction, 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.

TiVo Service Subscriptions
Certain TiVo products require a TiVo service subscription, and we currently offer three service plan options: monthly, annual, and an All-In Plan. (The All-In Plan replaced the Product Lifetime Service subscription offered in prior versions of this agreement.) Unless TiVo presents an offer whereby TiVo service explicitly is (1) included as part of the purchase price of the TiVo product (for example, TiVo service is included as part of the purchase price of the TiVo Mini) or (2) shared between or among more than one TiVo product, a separate TiVo service subscription is required for each TiVo product. Visit tivo.com for current rates and offers.

Some notes about TiVo service subscriptions:
* 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.
* Until you cancel a monthly or annual (or other recurring) TiVo service subscription by calling customer service at 1-877-367-8486, ( or 1-877-531-4567 for Canada) your subscription automatically will renew (on a month-to-month basis for a monthly TiVo service subscription, or on a year-to-year basis for an annual TiVo service subscription, or such other periodic term as designated in your subscription) at the end of each subscription term, at the same service fee (even if you are not using the TiVo device or it has been lost, sold, or otherwise transferred).
* Monthly, annual or other periodic TiVo service subscriptions may not be transferred to another TiVo device or subscriber.
* With a new All-In Plan subscription, (a) you pay just once (rather than monthly, annually, or in some other frequency) for your TiVo service subscription, (b) your subscription lasts for as long as your TiVo device is operational (or until TiVo discontinues support for your device, whichever comes first), and (c) you cannot transfer your subscription to another TiVo device (except in cases of warranty repair or replacement under applicable warranty terms).
* An All-In Plan subscription accompanies the TiVo device in case of ownership transfer.
* With an All-In Plan, you receive those TiVo service features that we make generally available to all customers who have activated a TiVo service subscription for that same TiVo product, except as otherwise noted by TiVo. You may incur separate charges for certain third-party content, services or applications; these items are not considered part of the TiVo service. In addition, TiVo reserves the right to subsequently release, and to charge separate amounts for, new features or functionality which are not made generally available to all customers who have activated TiVo service on a particular TiVo product.
* Although we strive to make the TiVo service available as much as possible, there may be periods of downtime (for example, for scheduled maintenance, software updates, or events outside of our reasonable control).

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).
TiVo.com Orders
We sell and ship only to individuals within the continental U.S., Alaska, Hawaii, and Canada. We will send you an email confirming when you placed your order, and we may pre-authorize the amount of your order on your credit card (and note that this email confirming the placement of your order will not signify our acceptance of your order and will not constitute confirmation of our offer to sell). We will also send you an email confirming your order only once your order ships (which is when we will charge your credit card).
We reserve the right (without liability) to (1) accept or decline your order for any reason (including if we suspect you are ordering products for resale, or if our product inventory is insufficient to satisfy your order received by us), (2) supply less than the quantity you ordered of any item, (3) change prices for products displayed on tivo.com at any time, (4) correct inadvertent pricing or product/service information errors, and (5) charge your credit card on file a 15% restocking fee for orders that are refused at the shipping address designated for your account at the time of purchase.

30-day Money-Back Guarantee
We love our products, and we hope that you will too, so we offer a 30-day money-back guarantee on all purchases from tivo.com and on all newly-activated TiVo service subscriptions. Return any item you purchase from tivo.com within 30 days of the order shipment date or cancel any newly-activated TiVo service subscription within 30 days of the activation date, and we will give you a full refund (with no early termination fee). To start the return or cancellation process, call customer service at 1-877-367-8486 (or 1-877-531-4567 for Canada).
Some notes about our 30-day money-back guarantee:
* Shipping and handling charges are non-refundable.
* Only initial activations of the TiVo service are eligible for this offer (so renewals, payment plan changes, and hardware replacements are not eligible).
* We will refuse returns of damaged merchandise or items that show wear and tear.
* You have 15 days from the date your return is processed to return your merchandise. If your return is not received within 15 days, we will charge your credit card on file for the MSRP of the unreturned merchandise (plus tax) minus the amount you already paid.

Returns
After 30 days, we do not accept any returns for refunds. Only items that have been purchased from tivo.com can be returned to us. TiVo products purchased through third-party retailers must be returned to the third party in accordance with their respective returns and refunds policy.

Limited Warranties
TiVo hardware products (including TiVo DVRs, and TiVo Minis) are covered by a limited warranty. Details are available at tivo.com/legal. Extended coverage warranty plans may also be available for purchase. We do not offer warranties on third-party products sold on tivo.com but look in the documentation or on the packaging for information on any warranty they may offer and contact the manufacturer directly if you have any questions or concerns.

Payment Terms
When you provide credit card information to us, you represent that you are the authorized user of the card and agree to notify us of any changes to the relevant account number, expiration date, and billing address, or if the card expires or is canceled. You agree that we may receive updated credit card information (such as a new expiration date) from your credit card issuer.
We will charge your credit card when your order ships, on each billing date for your TiVo service subscription, and (if applicable) when we process a return or cancellation for restocking or early termination fees. You are responsible for reviewing your credit card statement for billing accuracy. If you believe that there is an inaccuracy, you have 90-days to notify TiVo. If you do not contact TiVo within 90-days of the disputed billing date, TiVo will not be responsible for any billing errors.
For TiVo DVRs and the TiVo Mini, unless you have an All-In Plan subscription: (1) your TiVo service subscription will automatically renew at the end of each subscription term, at the same monthly, annual or other periodic service fee (as applicable); and (2) you authorize us to automatically charge the subscription fee to your credit card each
billing date until you cancel your subscription by calling customer service at 1-877-367-8486 (1-877-531-4567 for Canada). Regardless of the type or length of your TiVo service subscription, subscription fees paid prior to cancellation are nonrefundable in any amount (subject only to our 30-day Money Back Guarantee).

Some notes about payments:
* By subscribing to the TiVo service, you authorize us to charge the applicable TiVo service fees (and any other applicable fees, such as an early termination fee) to your credit card on file.
* If your credit card reaches its expiration date and you have not updated your payment information with us or cancelled your account, you authorize us to continue billing your credit card and you will remain responsible for any uncollected amounts.

* Each charge on the applicable billing date applies to the period immediately following the billing date (so a charge for a monthly TiVo service subscription in January is for the TiVo service in the month of February).

* Sales and use tax will be charged on your order based upon the jurisdiction to which the product will be shipped. In some jurisdictions, the tax will be based on the MSRP for the product (and not the discounted price you paid).

* All prices on tivo.com are listed in U.S. Dollars (or Canadian Dollars on TiVo.com/ca)

We reserve the right to suspend or terminate your subscription to the TiVo service without notice if your credit card is rejected or if your card issuer seeks the return of payments previously made to us. You agree to pay (i) any outstanding balance in full within 30 days of cancellation, and (ii) a late charge on all amounts more than 30 days past due. The late charge will be 1.5% of the past due amount or the highest rate allowed by law (whichever is less) per month. Such rights are in addition to and not in lieu of any other legal right or remedies available to TiVo.

We also reserve the right to refer your account to a third party for collection to pursue unpaid amounts, and you will remain liable to us for all unpaid charges and all the costs we incur to collect those charges (such as collection agency fees).

Open Source
Software that we provide to you may include open source code. Acknowledgments, licensing terms and disclaimers are contained in a "System Information," "Legal," or similar screen found in the menu of your TiVo product, and may also be available at 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 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 Solutions Inc., 2160 Gold Street, San Jose, CA 95002, attn: Copyright Agent c/o General Counsel, email: DMCARegisteredAgent@tivo.com.

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 (3) if TiVo does not own them, you grant us a perpetual, irrevocable, non-exclusive, sublicenseable, 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
NOT APPLICABLE IN SASKATCHEWAN
EXCEPT FOR ANY TiVo PRODUCTS WHICH WE PROVIDE A WRITTEN WARRANTY (WHICH YOU CAN FIND AT TIVO.COM/LEGAL), WE ARE PROVIDING YOU WITH TiVo'S PRODUCTS AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, AND YOUR USE OF TiVo'S PRODUCTS AND SERVICES 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 JURISDICTIONS 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 (1-877-531-4567 FOR CANADA). 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.
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.

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 PURCHASE YOUR INITIAL TIVO PRODUCT. YOU MUST DO SO BY WRITING TO TIVO INC., 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.

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, in the United States, 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 (1-877-531-4567 for Canada). 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 Inc., 2160 Gold Street, San Jose, CA 95020, attn.: Legal Department, and will be deemed given on 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 (except with respect to Apple, as described below).
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 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.

Additional Apple Terms
You may use TiVo apps on your Apple-branded iOS products only as permitted by this agreement and any applicable Apple terms of use. We each acknowledge that: (1) this agreement is between you and TiVo only, and not with Apple, (2) TiVo is solely responsible for TiVo iOS apps, (3) Apple has no obligation to furnish any maintenance and support services with respect to TiVo iOS apps, and (4) Apple and its subsidiaries are third-party beneficiaries of this agreement, with the right to enforce this agreement against you as a third-party beneficiary.

PRIVACY POLICY
When using any of our products or services or interacting with TiVo Corporation, TiVo Platform Technologies LLC, TiVo Solutions, Inc., or Rovi Corporation or any of our subsidiaries that link to this Privacy Policy (collectively, “TiVo,” “we,” “our”, or “us”) that do not have a separate privacy policy, you consent to the collection, transfer, storage, processing, disclosure and use of your information as described in this Privacy Policy. This includes any information you choose to provide that is deemed sensitive under applicable law. If you do not agree with the terms of this Privacy Policy, you should not use TiVo products, services, or access or interact with any other aspect of TiVo’s business.

We collect and process data that we use to provide you with TiVo products and services, notify you of changes to our policies or products, notify you of offers that may interest you, process your orders, assist you in purchasing TiVo products or services, activate and renew your subscriptions, identify or troubleshoot issues, conduct surveys, improve the products and services we provide to you, market and advertise our products and services including providing advertising to you, and otherwise operate our business. Your rights to your personal data and its collection and use are outlined in this policy.

If you have a disability and need this policy provided to you in a different format please email privacy@tivo.com or call customer support at 1-877-367-8486.

Exceptions:
Residents of the EEA
Please refer to our specific EEA policy Privacy Policy for Residents of the European Economic Area.

TMD
TheMovieDatabase.org has its own Privacy Policy available here.

Third Parties
This Privacy Policy does not apply to any third-party applications or software that integrate with TiVo products or services, or any other third-party products, services, or businesses. TiVo products provided to you directly by your cable or satellite provider are subject to their privacy policy (and not this Privacy Policy). Additionally, separate agreements will govern the delivery, access and use of TiVo products and/or services as specified for such products (such as the terms of service governing the delivery of the TiVo service, the “TiVo User Agreement”).

BY ACCEPTING THE PRIVACY POLICY, YOU EXPRESSLY AUTHORIZE TiVO TO USE AND SHARE WITH OTHER AFFILIATES OF TiVO, AS WELL AS CERTAIN TRUSTED BUSINESS PARTNERS AND SERVICE PROVIDERS, WHICH MAY BE LOCATED OUTSIDE OF THE COUNTRY OF YOUR RESIDENCE (INCLUDING COUNTRIES WHICH DO NOT PROVIDE THE SAME LEVEL OF PROTECTION FOR THE PROCESSING OF PERSONAL DATA AS THE COUNTRY OF YOUR RESIDENCE), THE INFORMATION PROVIDED BY YOU TO TiVO, YOU ACKNOWLEDGE AND AGREE TO THE IMPORTANCE OF SHARING SUCH INFORMATION FOR THE PROVISION OF THE TiVO PRODUCTS AND SERVICES. THIS CONSENT IS GIVEN FOR THE DURATION OF YOUR RELATIONSHIP WITH TiVO.

Information We Collect Automatically
The following information was collected automatically, including in the last 12 months:

TiVo Product and Services and Your Data
When you use or interact with TiVo products or services, we may use a variety of technologies that collect information about how the product(s) or service(s) is accessed and used. This information may include:
* your type of subscription;
* your interactions with TiVo products or services (such as how you use, watch, record, rate and interact with content);
* TiVo product data (such as model number, software versions, and unique product identifiers);
* location data (such as GPS data, zip code, and time zone);
* cable service data (such as cable provider and cable channels);
* personal information that may indirectly identify you (such as URL information, cookie data, and your IP address or MAC address);
* data that may not directly identify you but is collected as you use our products and services, which may include network connection type and provider, and information related to searches or recommendations on TiVo’s products and services;
* functional data such as registration, system and performance data;
* audio data (if you enable or utilize voice control functionality); and
* motion-generated or orientation-generated mobile sensor data (e.g. accelerometer or gyroscope).

TiVo Account Data
When you sign up for a TiVo provided service or activate a TiVo product, you create a user profile that includes the following information: Your name, street address, city, state, zip code, email address(s), phone number(s) including mobile, your credit card information (although we use secure tokens to reduce risk and cannot see your entire card number). In order to process payments for Third Party Applications (i.e.: Prime Video, Hulu, Google Play Store), we may share this information with third parties as requested by you consenting to purchase Third Party products or services. We may also provide this information to service providers as necessary to provide you with TiVo Services.

TiVo Product Data
When you activate a TiVo Product, we will also process and store your IP and MAC addresses for your home and product which allow us to send information to your TiVo Product and provide you with TiVo Services including in some cases advertising. This information may be provided to service providers to provide you with TiVo Services.

Voice
When you activate a TiVo voice-activated remote control, we will also collect and process your voice recordings only when you are holding down the voice activation button on the TiVo Remote Control. This voice recording is then processed into text by trusted service provider(s) and processed and analyzed by TiVo to provide you with the proper search results, suggestions, and other personalization.

Third-Party Application Data
You may integrate your TiVo account with certain third-party applications, websites, and services (“Third-Party Applications”). These Third-Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-Party Applications will be governed by and subject to such terms and conditions and privacy policies. In order to enable this functionality, you will be prompted to allow such Third-Party Applications to connect with your TiVo Product or account. Once you have enabled this functionality, TiVo will collect, process, and share data with the Third-Party Application that you have authorized. If you enable your TiVo account with any Third-Party Applications, we may receive information related to your interactions with TiVo products or services through the Third-Party Application, as well as information about your publicly available activity on the Third-Party Application or information you have consented for the Third-Party Application to share with TiVo. If you wish to stop the collection or sharing of information with the specific Third-Party Application you have authorized, you need to disable the feature or cancel your applicable subscription or manage your account for the Third-Party Application. TiVo does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications.

Information we collect from your account on a Third-Party Application with your consent may include data about you and your friends from that service (such as what you or they have liked or shared). We may use cookies and other technologies to collect this information; you can learn more about such use in the Cookies and Similar Technologies section of this Privacy Policy.

Functional Data
Certain categories of data collected by TiVo are necessary for your TiVo product or the TiVo service to perform its functions and you will not be able to opt out from this data collection, sharing and/or processing and continue to receive the TiVo Service. Data falling into these categories is referred to as “Functional Data” and includes personal data.
TiVo Mobile Applications
If you download or use our mobile applications(s), we may collect, either through your mobile device or the application itself, your mobile device identifier, hardware model, operating system version or mobile network information (as well as any registration data you provide to us). We may also collect geolocation information, which may be used for operational and product- or service-related purposes, such as to customize information based on your location.

Payment Data
If you subscribe to the TiVo service or make other purchases through a TiVo product, TiVo service, or through a TiVo sales specialist, your credit or debit card information (such as card type and expiration date) will be processed by a third party payment processor and TiVo retains a token along with limited card information that allows us to charge you your subscription fees, or retain your information for future purchasing, processing credits, and verifying your identity. We share your payment information, including your credit or debit card number, card expiration date, CVV code and billing address with payment service providers to process payments, prevent, detect and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of payment.

Customer Support Correspondence
Except as provided herein, when you contact (including, but not limited to, telephone, email, or social media channels) our customer support team, we will collect and store the contact information you give them, information about your TiVo product or use of TiVo products or services. We will also store the communications you have with the customer support team and any information in those communications in order to provide support and improve the products or services.

Sweepstakes, Contests & Surveys
From time to time, we may offer you the opportunity to participate in promotions such as sweepstakes, contests, offers, and/or surveys (“Promotional Offers”). A Promotional Offer may be governed by a privacy policy and/or terms and conditions that supplement or differ from this Privacy Policy. If the provisions of the Promotional Offer’s privacy policy or terms and conditions conflict with this Privacy Policy or the relevant user agreement or terms of service for the TiVo product or service that is offering the Promotional Offer, those supplemental or different provisions shall prevail.

TiVo+ and Advertising Service Providers
Your TiVo Product Data and, in some instances, your TiVo Account Data will be shared with service providers who assist TiVo in providing advertising content. This data may include the date and time of content and ads shown, the advertising that was shown to the consumer, your device or mobile advertising id, your IP address and your interactions with the content and ads.

Service Providers, Advertisers, and Partners
We may also receive information about you from our service providers and partners, which we use to personalize your experience with the TiVo service or use of TiVo products. Advertisers may share with us information relating to the advertisements that they serve you including, without limitation, date and time of ad shown, the advertising that was shown to the user, your IP address, and your interactions with such advertisements. These third-party advertising companies and partners may use cookies, clear GIFs and anonymous information about your visits to TiVo’s websites and other websites to measure and improve the effectiveness of their ads, promotions, products and services. In some instances, we provide hashed anonymized user data to advertisers and service providers to assist us in marketing products. In many instances these advertisers only know your device IDs and do not know your TiVo Account Data. We use anonymous identifiers and household level matching in most instances to receive and match this information.

User Forums
You may be able to post information (including profile information, unless you designate it as public or as private; as applicable) on areas of a TiVo product or service that may be viewed by other users or the public. By posting information to areas that may be viewed by other users or the public, you consent to TiVo making that information public. We may display this content on any of the TiVo products and/or services and further distribute it to a wider audience through third-party sites or applications.

Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on any of the TiVo products or services and that you give to other TiVo users. You are discouraged from publicly
posting your full name, telephone numbers, street addresses or other information that identifies you or allows strangers to find you or steal your identity. Despite this prohibition, other people’s information may be offensive, harmful or inaccurate, and in some cases may be mislabeled or deceptively labeled.

YOU ASSUME ALL RISKS ASSOCIATED WITH INTERACTING WITH OTHER USERS WITH WHOM YOU COME IN CONTACT THROUGH TiVo PROPERTIES. WE EXPECT THAT YOU WILL USE CAUTION AND COMMON SENSE WHEN USING TiVo’S PRODUCTS AND SERVICES.

How We Use the Information We Collect

Consistent with the permissions you give us to collect the information, we may use the information we collect, including your personal information in the following ways including in the past 12 months:

* to provide you with access to the TiVo products and services;
* to provide you with a more personalized experience when using TiVo products and services, and improve your experience with the products, services, and advertising (including third party products and services) made available in or outside the TiVo product or service, for example by providing customized, personalized, or localized content, recommendations, features, and advertising;
* to provide you advertising in your TiVo products and/or services which includes sharing sufficient data to our service providers to serve you the advertising on your device or service.
* to analyze your viewing habits;
* to analyze your usage of TiVo product and service features;
* to help ensure technical functionality of the TiVo products and services, develop new products and services;
* to combine information, we collect from your use of different TiVo products or services (for example, to allow us to make it possible for you to start a show in one room and finish it in another);
* to communicate with you for TiVo product or service-related (or research) purposes including via emails, notifications, or other messages, which you agree to receive;
* to communicate with you, either directly or through one of our partners, for marketing and promotional purposes via emails, notifications, or other messages, consistent with permissions that you have agreed to.
* to enable and promote TiVo products and services and other services or products, either within or outside the TiVo products and services including via service providers, including features and content of the TiVo products and services and products or services made available through the TiVo products or services;
* to process your payment or prevent or detect fraud;
* to enforce this Privacy Policy, terms of service related to a TiVo product or service that you are utilizing (including, but not limited to, the TiVo User Agreement), and any other terms that you have agreed to, including to protect the rights, property or safety of TiVo and its affiliates, its users, or any other person, or the copyright-protected content of, or on, a TiVo product or service;
* to provide you with features, information, support, advertising, or other content including content which is determined by your location; and
* as otherwise stated in this Privacy Policy.

How We Share Your Information

TiVo shares your information in the following ways including for the last 12 months:

User Consent or Direction

We may share or disclose your information at your direction, such as when you authorize a Third-Party Application to access your account. Based on your permissions, information can be shared with Third Party Applications and with others through Third-Party Applications. If you connect your TiVo account to a Third-Party Application, TiVo may automatically share your activity and actions-relation to a TiVo product or service with that Third-Party Application, including the content you view.

You understand and agree that a Third-Party Application’s use of information collected from you (or as authorized by you) is governed by the Third-Party Application’s privacy policy and your settings on the Third-Party Application’s service, and TiVo’s use of such information is governed by this Privacy Policy and your TiVo account settings.

You also have the right to decide if you want your viewing data tracked within your TiVo product use, if you would like a “do not track” flag to be placed on your account so that your device and personal data is not to be used for personalized advertisement or analysis by service providers, and you also have the right at your discretion to reset your mobile and device advertising IDs which can help reduce the amount of data that can be collected on you.
Marketing and Advertising
Where permitted by applicable law, we may provide advertising companies and other business associates with information that does not directly identify you. The third-party advertisers and business associates may use that information to assist in targeting advertising, promotions, products, or services. We also provide our service providers with information which allows them to serve you advertisements. In some instances, this may be an advertisement tailored based upon your household information. Should you wish to opt-out of such personalization you may do so in your Manage My Account Privacy Status.

Service Providers and Third Parties
We engage service providers to perform functions and provide services to us in the United States and other countries. We use a variety of service providers to help TiVo provide its products and services and to help us understand and improve the use of TiVo products and services. We may share your personal information with such service providers subject to obligations consistent with this Privacy Policy and applicable law.

Law and Harm
Notwithstanding anything to the contrary in this Privacy Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation, legal process, or governmental request; to protect the safety of any person; to address fraud, security or technical issues; or to protect our or our users’ rights or property (where permitted by law). The foregoing notwithstanding, nothing in this Privacy Policy is intended to limit any legal defenses or objection that you may be entitled to raise to a third party’s, including a government’s, request to disclose your information.

Business Transfers and Affiliates
In the event that we are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. We may also disclose information about you to our corporate affiliates in order to help provide, understand, and improve our and our affiliates’ products and services.

Non-Personal, De-Identified, or Product-Level Information
We may create non-personal, de-identified, or product level records (“De-Identified Data”) from personal information by excluding information (such as your name) that makes the data identifiable to you. Once we create De-Identified Data, this De-Identified Data is our property. We use this De-Identified Data in many ways including analyzing request and usage patterns, creating reports and performing analytics so that we may enhance the content of our products and services (or those of a third party), improve navigation, and provide meaningful analysis of habits, usage, trends, and effectiveness of marketing campaigns etc. as part of our analytics and other services. We reserve the right to use and disclose De-Identified Data to third parties in our absolute discretion.

How to Access, Update and Manage Your Information
If you are a registered user of TiVo products or services, we provide you with tools and account settings to access, correct, delete, or modify the information you provided to us and associated with your account. You can access, update, and correct or delete inaccuracies by logging into your account for the particular TiVo product or service. For example, to update or manage your information related to a TiVo DVR product or the TiVo online service you may visit tivo.com.

CERTAIN CATEGORIES OF THE DATA THAT WE COLLECT, REFERRED TO AS FUNCTIONAL DATA, ARE NECESSARY FOR YOUR TiVO PRODUCT TO PERFORM ITS BASIC FUNCTIONS SECURELY AND YOU WILL NOT BE ABLE TO OPT OUT OF THE COLLECTION OF THIS FUNCTIONAL DATA AND ITS USE TO PROVIDE PRODUCT FUNCTIONALITY.
If you have questions about your privacy on TiVo products or services, this privacy policy, or information we have about you, please contact us at privacy@tivo.com. You can also contact our privacy representative by sending a letter to TiVo, Attn: Privacy Officer, Legal Department, 2160 Gold Street, San Jose, CA 95002, United States. We will respond to your request in a reasonable period of time upon verification of your identity. We recommend you include documents that prove your identity and a clear and precise description of the information which you request access.

Specific Information for various products or offered services:
Opting Out of Personalization
TiVo Allows you to manage many settings within your Manage My Account section of the TiVo website. Log into your account and go to Privacy Status to change your preferences or call customer support for help 1-877-367-8486.
TiVo Products such as TiVo DVRs and Minis
You may opt out of having your viewing logs used in TiVo’s analytics business or sharing that de-identified information collected after such opt-out with third parties by logging into Manage My Account and changing your settings under Privacy Status, or by contacting TiVo Customer Support at 1-877-367-8486 or (support.tivo.com/ContactTivoSupport) and requesting to opt out. Please note that the viewing logs are Functional Data, therefore while the data will not be used for analytics or may be shared in a de-identified format with third parties, it will still be collected and processed as necessary to continue providing you with the TiVo service. You can also cancel your TiVo account which will stop all data collection. If you call TiVo Customer Support at 1-877-367-8486, you may request that your account be cancelled. Cancelling the TiVo service will stop your TiVo product from functioning. TiVo may, at its option, delete all information for any cancelled accounts. To reactivate your TiVo account, you should contact TiVo Customer Support; however, if account information was deleted, reactivating an account may not be possible and a new account would need to be created. We reserve the right (subject to applicable law) to decline requests that are impractical or may jeopardize the privacy of others. In any event, certain legal or regulatory requirements may require that some of your data to be retained.

TiVo Mobile Apps
If you do not want us to collect location data from a TiVo mobile app or TiVo+, you can disable location services on your mobile device. If you do not want any data shared by the mobile app, please delete the app from your mobile device. You can also re-set your mobile advertising ID on your phone which may also reduce the ability of third parties unaffiliated with TiVo from tracking your use of the TiVo mobile app or TiVo+.

Marketing Emails
If you do not want to receive marketing emails from us, you can change your email preferences by logging into your account on tivo.com or clicking on the included “unsubscribe” link (though you will still receive certain account-related emails). We will send you marketing emails only where we are permitted to do so by applicable law.

CCPA Personal Data
California Consumers have the right under the California Consumer Privacy Act “CCPA” to the Right to Know your data, this includes both a list of all the classes of data we have on you as well as individual attributes. You have the right to delete your personal data, the right to opt out of sale of your data and you have the right to not be discriminated against for exercising any of these rights. Here at TiVo we feel strongly that you will not experience any discrimination for your exercising your rights and we will never treat you differently for changing your Privacy Status.

A Note about the Sale of Data
Here at TiVo, we don’t believe we sell your personal data to third parties. We do however share your personal data with service providers who help us run our business and provide you with products and services. We do sell De-Identified Data to third parties. We allow you to opt out of sharing of your data in the same way we’d be required to if we did sell data. We allow you to change these settings by accessing your Privacy Status in your Manage My Account. You can also call customer support at 1-877-367-8486 and they will help you change your opt out settings.

Your Right to Know
TiVo collects a variety of personal data and uses this data to provide you with products and services.
TiVo collects the below-listed types of personal data of its consumers when you initiate your tivo.com account, update your account information, interface with us at trade shows or other marketing events, during the course of your time as a consumer, when you are interested in products or services, and when using the products or services. TiVo sends this data to the following types of service providers – credit card processors to help us charge you for your products, data analytics companies to help us understand our data and our customers, software tools that help us view and use customer data, financial services software companies to help us process and manage payments, service support companies to help us provide excellent customer service, data storage companies who securely store and manage your data on our behalf, third party application providers with your consent to bill you for services or add-ons, and shipping companies to help us send your products. We send this data to service providers who are contractually obligated to use this data only for the purposes outlined in our commercial agreements. We also send this data to third parties who may use this data to match and provide you with advertising while using our TiVo devices and services.

* Identifiers
* Information in Customer Records
* Commercial Purchasing Information
* Demographic Information
* Internet or Network Activity
* Inferences from Above Used to Profile – including your TiVo product browsing history, recording the shows watched, and recorded.

TiVo collects the information listed below from either the consumer’s ISP provider, cable provider, device, or other internet related source when a customer’s TiVo device is used. If you are using a mobile device, this could also be from a cellular phone provider. TiVo uses this information to receive and send data, services, advertising, and programming to and from your TiVo device. TiVo sends this data to the following types of service providers - data analytics companies to help us understand our data and our customers, software tools that help us view and use our customer data, service support companies to help us provide excellent customer service, data storage companies who securely store and manage your data on our behalf, application providers with your consent to bill you for services or add-ons. We send this data to service providers who are contractually obligated to use this data only for the purpose outlined in our commercial agreements. TiVo has processed your personal data in the same way for the preceding 12 months.

* Geolocation Data
* Unique Identifiers

TiVo collects the biometric information (voice data only recorded when depressing the button on TiVo Voice Enabled remote controls) from the consumer when they are using the voice search on a voice-enabled TiVo remote control. This information is used to communicate with third parties who process and interpret the voice recordings. This data also allows us to establish your location for sending you appropriate content and to locate your device. TiVo sends this data to the following types of service providers - data analytics companies to help us understand our data and our customers, software tools that help us view and use our customer data, service support companies to help us provide excellent customer service, data storage companies who securely store and manage your data on our behalf. In 2019, TiVo purchased from a third-party data broker certain IP addresses which may be those of TiVo consumers. In some instances, these addresses were bundled and sold along with De-Identified Data to third parties. TiVo discontinued this practice for any IP addresses associated with California in the fourth quarter of 2019. TiVo otherwise processed and handled IP addresses and MAC addresses in the same way for the preceding 12 months.

How to Request your Data under the Right to Know
If you wish to receive information about what personal data we retain about you, please call customer support at 1-877-367-8486 or email your request to ccpa@tivo.com. In the event you would like specific pieces of information provided to you, please specify which information categories you would like provided and we will be happy to assist you. TiVo will provide you with information for the preceding 12 months as required by law.

How to Request Deletion of your Data
If you wish to have your personal data deleted from TiVo’s records, please call customer support at 1-877-367-8486 or email your request to ccpa@tivo.com. You have the right to delete your data, however in order to provide you with TiVo products and services, Functional Data cannot be deleted. Therefore, if you wish to have your personal data deleted from TiVo’s records in its entirety, you will need to no longer be an active TiVo customer. Once your personal data is deleted from TiVo, you cannot re-activate a subscription or account associated with that information and you would need to set up a new account and agree to the terms conditions and this privacy policy. In any event, certain legal or regulatory requirements may require that some of your data to be retained. If you have questions about the process of requesting deletion, please see the section “Processing Your Right to Know and Deletion Requests” below.

Process for Right to Know and Deletion Requests
As we will need to verify your identity to fulfill these requests, please either call customer support to verify this information over the phone or send an email and we will attempt to verify your identity via encrypted email. After we are able to verify your identity, we will respond to your request as quickly as possible and generally within 45 days in some cases it may take up to 90 days. It is most helpful if you can provide the TiVo Service Number(s) associated with your device(s). You will receive a confirmation by email of either the completion of your request or a return response with your requested data. If we are unable to verify your identity, we will not be able to process your request for information or deletion. If you have issues or concerns, please feel free to contact us. In the event you would like to opt out of the collection of certain information, please see the Opting Out of
Personalization section above or refer to the privacy section of the Manage My Account tab on tivo.com. If you are unable to make a request directly (or in the case of death of the consumer), you may legally designate an agent by providing a notarized authorization, power of attorney or other legally binding designation of assignment of rights. Please provide proof of this agency along with your request and we will process your request as quickly as possible.

Shine the Light
Customers who are residents of California may request information: a list of categories of personal information disclosed by us to third parties during the immediately preceding calendar year for those third parties’ own direct marketing purposes, and (ii) a list of the categories of third parties to whom we disclosed such information. To exercise this request, please contact us at privacy@tivo.com. Requests must include “California Shine the Light” in the first line description of the email and include your name, street address, city, state, and zip code. We may require additional information from you to allow us to verify your identity and are only required to respond to requests once in a calendar year.

Cookies and Similar Technologies
When you visit TiVo websites, we and our advertising partners may store and access information from your device, including using "cookies", clear GIFs (which are also sometimes called web bugs or web beacons) and browser details. We may collect information such as your browser type, the type of operating system you use, the domain name of your Internet service provider, IP address, pages visited on the site, services used and how you have used them. We and our advertising partners do this for a variety of purposes. In the case of our advertising partners, this may include the personalization of advertisements based on your visits to sites in that party’s network. Please note there is currently no accepted standard to respond to Do Not Track signals and that at least some of the TiVo websites do not currently respond to a web browser’s Do Not Track instructions (i.e., “signal”). More information about Do Not Track can be found here. Additionally, we may use Google analytics. Google analytics manages ‘Do Not Track’ instructions from your browser in accordance with its own privacy policies http://www.google.com/intl/en/policies/privacy/.

Another example of how we use cookies might be to track the effectiveness of our marketing and advertising campaigns and to show you TiVo ads on other websites after you have visited our website. Please note: if you continue to use this website, or any other TiVo website, you are consenting to our use of cookies. Information about our use of cookies is contained in our Cookie Policy at https://www.tivo.com/legal/cookies.

Interest-Based Advertising and Analytics
We may partner with ad networks and other ad serving providers (“Advertising Providers”) that serve ads on our behalf and others’ on non-affiliated platforms. Some of those ads may be personalized, meaning that they are intended to be relevant to you based on information that Advertising Providers collect about your use of the Site and other sites or apps over time, including information about relationships among different browsers and products. This type of advertising is known as interest-based advertising.

We adhere to the Digital Advertising Alliance (“DAA”) Self-Regulatory Principles in connection with this interest-based advertising activity. You may visit www.aboutads.info to learn more about this type of advertising and how to opt out of this advertising on websites by companies participating in the DAA self-regulatory program. For Canada please visit https://youradchoices.ca. If you delete your cookies or use a different browser or mobile product, you may need to renew your opt-out choices exercised through the DAA tool. Note that electing to opt out will not stop advertising from appearing in your browser or applications. It may make the ads you see less relevant to your interests. Additionally, your browser may offer tools to limit the use of cookies or to delete cookies; however, if you use these tools, our Site may not function as intended.

We may also work with third parties that collect data about your use of the Site and other sites or apps over time for non-advertising purposes. We use Google Analytics and other third-party services to improve the performance of the Site and for analytics and marketing purposes. For more information about how Google Analytics collects and uses data when you use our website, visit www.google.com/policies/privacy/partners/, and to opt out of Google Analytics, visit tools.google.com/dlpage/gaoptout/.

Transfer to Other Countries
TiVo transfers, processes, and stores information about our users on servers located in a number of countries. Accordingly, some of your personal information may be used by us and our affiliates, subsidiaries and our suppliers who may be located in countries outside the country where you are located for the purposes outlined in this policy. The data protection laws in these countries may not offer the same level of protection as those in the
country where you are located. Information collected within the European Economic Area (EEA) may, for example, be transferred and processed by third parties, located in a country outside of the EEA, where you may have fewer legal rights in relation to your information. Similarly, information collected within Canada may be transferred and processed by TiVo or third parties in a country outside of Canada. By providing your personal information to us you understand and expressly consent to TiVo and its business associates and suppliers processing your data in any jurisdiction, including without limitation the United States of America, in accordance with this privacy policy. Individuals in the EEA and Canada and other countries may have certain statutory rights in relation to their personal data. Subject to any exemptions provided by law, you may have the right to request access, seek to update, delete or correct this personal data.

Residents of the EEA, please refer to TiVo’s Privacy Policy for Residents of the EEA for TiVo’s policy related to the collection and use of data.

EU-U.S. Privacy Shield
TiVo Solutions Inc. and its subsidiaries comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the EEA to the United States. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce’s Privacy Shield website, http://privacyshield.gov. To learn more about our participation in the Privacy Shield Framework, please see TiVo’s Privacy Shield Notice.

Data Protection Authority
If you are a resident of the EEA and believe we maintain your personal data within the scope of the General Data Protection Regulation, you may direct questions or complaints to privacy@tivo.com and direct such questions to TiVo’s Data Controller. Subject to applicable law, you may (i) restrict TiVo’s use of information that is your personal data, and (ii) lodge a complaint with your local data protection authority. If the TiVo data protection officer for the EMEA region is unable to help you, we suggest you refer to your local privacy regulator for help. For example, in the UK that would be the information commissioner’s office at: https://ico.org.uk/.

Children
The TiVo products and services are not directed to children under the age of 16 and we do not knowingly collect personally identifiable information or personal data from children under 16. If we learn that we have inadvertently gathered personally identifiable information from a child under 16, we will take reasonable measures to remove that information from our records. If you are a parent of a child under age 16 and become aware that your child has provided personally identifiable information to TiVo, please contact us at privacy@tivo.com and you may request to exercise your applicable access, rectification, cancellation, and/or objection rights. If you are a California resident under the age of 18 and you wish to remove publicly available content, please contact us at privacy@tivo.com.

How Long We Keep Your Information
How long we retain your information including voice data depends on why we collected it and how we use it. We will not retain your personal information for longer than is necessary for our business purposes or for legal requirements. When no longer required, we will destroy, erase or de-personalize the information. Legal requirements may necessitate that we retain some or all of the personal information we hold for a period of time that is longer than we might otherwise hold it. You may ask that your personal data be deleted (see Deleting your Data above).

Security of Your Information
We use commercially reasonable efforts to safeguard the confidentiality of personal information, including appropriate technological, organizational and physical safeguards. We store personal information in electronic and physical files that are secure, and our security measures include secure on-site and off-site storage. We conduct audits and monitor compliance with our privacy practices.
However, due to the design of the Internet, ever-changing technology and other factors outside of our control, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties or that we will not be subject to security breaches. We will have no liability for disclosure of personal information due to errors in transmission or unauthorized or unlawful acts of third parties.
You are responsible for the security of your username, ID and password for any of the TiVo products and services. Please take care when using and storing them.

Changes to the Privacy Policy
We may update this policy from time to time. We will notify you of any changes by posting the new policy online on this page, and if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). It is your responsibility to read this Privacy Policy carefully and review any changes that may have been made. Because changes will be posted on this page, we encourage you to check this page regularly.

Questions
If you have any questions about this policy, please send an email to privacy@tivo.com, or send a letter to TiVo Attn: Privacy Officer, Legal Department, 2160 Gold Street, San Jose, CA 95002-2160. For CCPA related requests, please email ccpa@tivo.com or call customer support at 1-877-367-8486.