

Privacy and Service

123 TiVo's Privacy Promise to You

130 TiVo Service Agreement

Privacy

TiVo and DIRECTV are both committed to protecting the privacy of your personal information. TiVo's privacy policy, which applies to your use of the TiVo Service, is published on the web at <http://www.tivo.com>. We have reprinted it here for your convenience. A copy of DIRECTV's privacy policy, which applies to your use of the DIRECTV services, is sent to you with your first invoice.

Please Note: TiVo's privacy policy may change over time. In addition to posting any changes on our web site, we will notify you via a TiVo Service Message when changes are implemented. You have our commitment that, regardless of any changes that might be made in the future, you will remain in complete control of your personal viewing information.

Use of your DIRECTV with TiVo Receiver or the TiVo Service will signify your acceptance of these privacy policies. Thank you for being a DIRECTV and TiVo customer and letting us serve you!

Summary of TiVo's Privacy Promise to You

TiVo knows how important personal privacy is to you, so we have established strict policies to help protect the privacy of your personal information. In summary, we promise that:

- No one outside your home, not even the TiVo staff or any of TiVo's computer systems, will ever have access to any of your personal viewing information without your prior consent. Your preferences are personal. The TiVo Service has no way of knowing what shows you have rated with "Thumbs Up" or "Thumbs Down."
- If you don't want even your anonymous viewing information (information that does not identify you or your household) used in any way, simply tell us by calling our toll-free telephone number (1-877-FOR-TIVO).

DIRECTV has a Service Agreement which applies to your receipt of DIRECTV services. A copy of the DIRECTV Service Agreement, which includes the DIRECTV privacy policy, will be sent to you with your first DIRECTV billing statement.

TiVo's Privacy Promise to You

Please read this policy document carefully. It provides important information on how your privacy is protected when using your personal television service.

In order to provide you with a better, more satisfying television experience – Personal TV – TiVo Inc. (“TiVo”) collects and uses certain types of information, as described in this Privacy Promise. The Subscriber Information (defined below) you provide to the TiVo Personal TV Receiver (“Receiver”) in your house and to us at TiVo enables your Receiver to select programs you want it to record and to suggest programs you might enjoy.

By using your Receiver and TiVo Service, you consent to: (a) the provisions of this Privacy Promise and (b) the privacy preferences explained in Section 5.1. This Privacy Promise explains our commitments to your privacy in the following areas:

1 Our Subscriber Information Definitions. In discussing the kind of information TiVo collects, it is important to distinguish between anonymous information and other information that specifically identifies you or your household. Too often, people refer to “personal information” or “personally identifiable information” without really making clear what they mean. TiVo has developed the following definitions to help clarify this important issue. We use “Subscriber Information” as a general term that refers to any information relating to you or your use of the TiVo Service. The following are more specific types of Subscriber Information.

1.1 “Account Information” means information about your TiVo Service account, including your Contact Information (defined below) and other information linked to your Contact Information such as the model and serial number of your Receiver, your zip code, your TV programming source (cable, satellite or an antenna), the type of cable hook-up (digital or analog) and level of service (basic or premium), privacy preferences, and the cable-satellite box model that you use. Account Information also includes information we may receive about you in a communication from you or a third party with us. Account Information does not include any Personal Viewing Information, as defined below.

a “Contact Information” means information that allows someone to identify or contact you, including, for example, your name, address, telephone number, credit card information, email address, or a unique identifier associated with or linked to any of the information described in this sentence.

b “Diagnostic Information” means information about the operation of your Receiver (including the version of TiVo software running on your Receiver or functional problems with the Receiver) which your Receiver sends to TiVo on a regular basis. Diagnostic Information is linked to your Account Information but it does not include any Personal Viewing Information.

1.2 “Personal Viewing Information” means information about the viewing choices that you and those in your household make while using your Receiver, if that information is linked to or associated with your Contact Information. Personal Viewing Information includes information about your household’s TV viewing preferences, such as the programs you like to watch, the degree to which you like the programs your Receiver has selected for you (such as “Thumbs Up” or “Thumbs Down”), and the commercials you watch or skip when you view programs your Receiver has recorded for you. Your Receiver stores and keeps track of your Personal Viewing Information.

1.3 “Anonymous Viewing Information” means information about viewing choices that you and those in your household make while using your Receiver, but is not associated with or linked to any Contact Information whatsoever. Anonymous Viewing Information is not linked to or associated with you or your household in any way; it does not permit the identification of individual persons or households. We receive Anonymous Viewing Information from your Receiver. All Contact Information is removed from the Personal Viewing Information in your Receiver, and then it is transmitted to TiVo as Anonymous Viewing Information. In addition, we employ further technical measures to ensure the anonymity of Anonymous Viewing Information.

2 Collection of Subscriber Information. Anonymous viewing information is viewing information that does not

identify you as an individual or household. This means it is not linked to you or your household in any way. We may use anonymous viewing information to benefit TiVo and strengthen our efforts to encourage the television industry to better serve the interests of TiVo subscribers. If you don't want anonymous viewing information used in any way, simply tell us by calling our toll-free telephone number.

2.1 Account Information. When you register as a subscriber to the TiVo Service, you agree to provide us with requested Account Information, and signify your consent to the collection, use and disclosure of such Account Information as specified in this Privacy Promise. After registering, you set up your Receiver to receive the TiVo Service in your home and you “tell” the Receiver your zip code, your programming source (cable, satellite, or antenna) and the cable-satellite box model that you use. When your Receiver initializes itself, it sends this information to TiVo. TiVo collects Diagnostic Information from your Receiver on an ongoing basis, but Diagnostic Information DOES NOT include any Personal Viewing Information.

2.2 Personal Viewing Information. In order for your Receiver to provide you with Personal TV, it will gather Personal Viewing Information when you use it. Personal Viewing Information is stored on your Receiver. We have worked very hard to ensure that no Personal Viewing Information is sent to TiVo without your consent. All Personal Viewing Information stays on the Receiver and does not get transmitted to TiVo without your consent. Not

even our TiVo staff has access to your Personal Viewing Information unless you choose to disclose it to us or other parties. You may consent to TiVo's collection of Personal Viewing Information by changing your privacy preferences as provided in Section 5.1.

2.3 Anonymous Viewing Information. Your Receiver sends Anonymous Viewing Information to TiVo on an ongoing basis. You may choose to limit our collection of Anonymous Viewing Information as described in Section 5.1.

3 Use of Subscriber Information.

3.1 Account Information. We use your Account Information to establish and service your TiVo account, bill you for TiVo services, offer you new services when they are available, and other legitimate business purposes. For example, we use your name, address, email address, and phone number to create your account with TiVo, to communicate with you regarding new services, and to exclude you from offers for services you may already have. We use your credit card information to bill you for TiVo services. Knowing your zip code, programming source, and information about your cable or satellite box model allows us to determine which programming information (i.e., times and channels of programs) to send to your Receiver.

We use your Account Information to communicate with you about upcoming features in the TiVo Service or promotions that might interest you. You may opt not to

receive communications in the future as explained in Section 5.1. We also use your Account Information in aggregate form (i.e., excluding any Contact Information) to generate demographic profiles of our subscribers as a whole to assist us to, for example, identify future subscribers to the TiVo Service or other services.

TiVo uses Diagnostic Information to help with the investigation of technical problems you may have with your Receiver.

3.2 Personal Viewing Information. Your Receiver uses your Personal Viewing Information to tune, schedule, record, and recommend programs for you. The Receiver may also use this Personal Viewing Information to select advertisements or other promotions for you that you may be interested in. TiVo does not collect your Personal Viewing Information without your consent; your Receiver accomplishes this personalization without sending any Personal Viewing Information to TiVo. All the “smarts” are in the Receiver in your home.

If you expressly choose to allow TiVo to collect your Personal Viewing Information (by changing your privacy preferences as explained in Section 5.1), TiVo will use your Personal Viewing Information in the same way it uses Anonymous Viewing Information. If, in the future, we plan to change our use of your Personal Viewing Information, we will notify you of such planned changes and offer you the opportunity to opt in to our out of our

collection and use of your Personal Viewing Information, as provided in Section 9.1.

3.3 Anonymous Viewing Information. We use Anonymous Viewing Information to develop reports and analyses about what programs, advertisements, and types of programming our subscribers (as a whole or in subgroups) watch or skip, or for other programming or advertising research. For example, we use Anonymous Viewing Information to develop inferences that people who watch show X also watch show Y. We also use Anonymous Viewing Information to help with the investigation of technical issues with our systems.

4 Disclosure of Subscriber Information.

4.1 Generally. We disclose aggregated Account Information and aggregated Anonymous Viewing Information and any reports or analyses derived therefrom, to third parties including advertisers, broadcasters, consumer and market research organizations, movie producers, and other entertainment producers.

4.2 Manufacturing Partners. We reserve the right to disclose to our hardware manufacturing partners (for example, Sony and Philips) the Account Information and Anonymous Viewing Information of subscribers who use a Receiver made by that manufacturing partner, as well as Personal Viewing Information (but only if you have expressly consented to our collection and disclosure of Personal Viewing Information) we collect from the Receivers manufactured by that manufacturing partner. However, TiVo contractually binds our manufacturing

partners to comply with the provisions of this Privacy Promise; our manufacturing partners are legally liable for misuse of Subscriber Information.

4.3 Contractors and Third Party Service Providers. We use contractors to help with some of our operations. Some of these contractors will have access to our databases of Subscriber Information on a temporary basis for specific tasks. TiVo also uses third parties to help with certain aspects of its operations, which may require disclosure of your Subscriber Information to them. For example, TiVo may use a third party to communicate with you (via telephone, email, or letter) about your account or upcoming features or services, to mail rebate checks, to process and collect payment for your TiVo Service via your credit card, to generate demographic profiles based on Subscriber Information of current TiVo subscribers, and to perform other work that we may need to outsource. TiVo contractually binds these contractors and third parties to use your Subscriber Information only as necessary to perform the services they are asked to perform; such contractors and third parties are legally liable for misuse of Subscriber Information.

4.4 The “Corporate Family.” Although TiVo currently does not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, “affiliates”), it may in the future. TiVo may share some or all of your Subscriber Information with these affiliates, in which case TiVo will require its affiliates to honor this Privacy Promise. If TiVo is acquired by another company, that company will possess the

Subscriber Information collected by TiVo and it will assume the rights and obligations regarding your Subscriber Information as described in this Privacy Promise.

4.5 Factors Beyond our Control. Your privacy is very important to us. Due to factors beyond our control, however, we cannot fully ensure that your Subscriber Information will not be disclosed to third parties. For example, we may be legally obligated to disclose Subscriber Information to the government or third parties under certain circumstances, or third parties may circumvent our security measures to unlawfully intercept or access your Subscriber Information.

5 Your Choices Regarding Subscriber Information.

5.1 Limits on TiVo's Collection, Use, and Disclosure of Subscriber Information. You may choose to limit TiVo's collection, use, and disclosure of your Diagnostic Information, Personal Viewing Information, and Anonymous Viewing Information, but such choices may also limit the services we can deliver to you. The default privacy preferences, to which you hereby consent if you do not request a change to your settings, do not allow TiVo to collect Personal Viewing Information, but do allow TiVo to collect, use, and disclose Anonymous Viewing Information, and Diagnostic Information in manners consistent with this Privacy Policy.

You may choose to change your privacy preferences to allow TiVo to collect Personal Viewing Information from

your Receiver. If you do so, currently TiVo will use your Personal Viewing Information in the same way we use Anonymous Viewing Information (see Section 3.2) and it will not disclose your Personal Viewing Information to third parties without your consent. However, if we plan to change this policy in the future, we will contact you to inform you of our proposed policy and offer you the opportunity to change your privacy preferences before such change is effective.

Even though all Diagnostic and Anonymous Viewing Information includes no Contact Information whatsoever, if you do not want us to collect Diagnostic or Anonymous Viewing Information, you may request that TiVo block the collection of Diagnostic and Anonymous Viewing Information from your Receiver.

You may opt not to receive certain communications, which we send to you based on your Account Information. If you make this choice, you understand that we will not be able to inform you about any upcoming features, improvements, or promotions regarding your TiVo Service.

If you would like to change your privacy preferences as discussed in this Section 5.1, you must either (a) send TiVo a signed written request, (b) call us at (877) FOR-TIVO to request a change.

5.2 Review and Update of Account Information. We believe you have a right to know the Account Information collected and stored by TiVo and to update or change any Account Information you believe is incorrect. You may make a request by telephone, mail, or via the web (when available) to review your Account Information and we will mail you a printout of your Account Information. If you request that certain Account Information be changed, we will make the changes to the extent commercially practicable. In addition, we will take commercially reasonable steps to propagate those changes to third parties with whom we may have shared your Account Information pursuant to this Privacy Promise.

5.3 How to Delete Information. Should you decide to discontinue your TiVo Service, you may make that request by telephone or mail and we will suspend billing for the TiVo Service. After you discontinue the TiVo Service, TiVo will maintain your Account Information only as long as necessary for business purposes. In addition, although we delete your Account Information from our “live” database, your Account Information may remain in our archives and records until it is routinely destroyed.

6 Comment Regarding Children. TiVo feels strongly about protecting the privacy of children and encourages parents to be involved in the television viewing of their minor children by, for example, limiting the types of content minor children can watch.

7 Separate Rules for the TiVo Website. We have a separate privacy policy that covers general browsing activities on our website. However, if you register for TiVo Service on the Web, or log in to your account preferences page (when available) to make changes to your account or request services, this Privacy Promise will apply to the Subscriber Information you provide to us in those instances.

8 Security of Subscriber Information. When you contact us by email or phone regarding your account, we ask you for certain Account Information – in order to verify your identity – before accepting requests to make changes to the account. We take these steps to ensure that only you or a household member who knows your Account Information will be able to access or change your Subscriber Information.

TiVo uses industry-standard methods such as encryption to secure the communication of Subscriber Information from your Receiver to TiVo. In addition, TiVo uses industry-standard methods of securing its databases of Subscriber Information, including the use of firewalls. Except as provided elsewhere in this Privacy Promise, TiVo limits access to Subscriber Information databases to those persons in TiVo’s organization who have a business need for such access, including servicing your account, informing you of service news and special TiVo offers, or aggregating Account Information or Anonymous Viewing Information for the purpose of conducting research, and targeting new subscribers. However, you should know that

no company, including TiVo, can fully eliminate security risks associated with Subscriber Information.

9 General.

9.1 Future Services and Amendments to this Privacy

Promise. We upgrade our services to provide you with new features on an ongoing basis, and plan to continue to do so. However, new services and features (such as cable TV integration, interactive TV, or electronic commerce) may require amendments to this Privacy Promise. Before we provide you a service that requires a substantial and material amendment to this Privacy Promise, we will provide you with notice of, and request your consent to, any such change in our Subscriber Information collection, use, and disclosure practices. When you consent to such an amendment, its terms will supersede any inconsistent terms of this Privacy Promise.

For example, in the future, we may develop a new program or feature in which we propose to collect, use, or disclose Personal Viewing Information. In that situation, TiVo will inform you about how we plan to use and disclose the Personal Viewing Information and will request your express permission to do so. Such choices will be considered “opt-in” choices.

9.2 Technical Problems. Even though TiVo has taken significant steps to ensure that your Subscriber Information is never collected, used, or disclosed by TiVo except as set forth by this Privacy Promise, technical

mistakes are possible. If such a mistake takes place, we will take commercially reasonable steps to correct it.

9.3 Contact TiVo. Our intention is to be diligent in protecting your privacy by strictly following our Privacy Promise to you. If you would like to make suggestions or find out more about our privacy practices, please call us at 1-877-FOR-TIVO (1-877-367-8486) or send us mail.

Our mailing address is TiVo Inc., 2160 Gold Street, P.O. Box 2160, Alviso, CA 95002-2160.

9.4 Entire Agreement. The term “including” in this Privacy Promise shall mean “including without limitation.” This Privacy Promise supplements and is incorporated into the TiVo Service Agreement. This Privacy Promise constitutes the entire agreement, and replaces and supersedes all prior agreements, between you and TiVo concerning the subject matter discussed in this Privacy Promise. Use of your DIRECTV Receiver with TiVo will signify your acceptance of this Privacy Promise.

TiVo Service Agreement

"DIRECTV Receivers with TiVo"

Welcome to TiVo! Congratulations on your subscription to the TiVo Service. This agreement explains the terms and conditions that will apply to your use of the TiVo Service and constitutes a legally binding agreement between you and TiVo Inc. ("TiVo"). By using the TiVo Service, you agree to all the terms and conditions in this agreement.

General Information

Terms of Service. The TiVo logo on your DIRECTV Receiver with TiVo means that it can receive the TiVo Service offered and provided by TiVo for personal, non-commercial use on a subscription basis. Your activation and continued use of the TiVo Service is subject to the terms and conditions of this Customer Service Agreement.

TiVo's Privacy Policy. You must provide us with accurate and complete information when you activate your TiVo Service. TiVo reserves the right to terminate your account if you give TiVo inaccurate or incomplete information. TiVo respects the privacy of your information and will not disclose any of your information except as permitted in TiVo's Privacy Policy. A copy of TiVo's Privacy Policy is included in this *Viewer's Guide*. Please read it carefully before using your subscription for the TiVo Service. By using the TiVo Service, you agree to the terms and conditions of our Privacy Policy and you understand the options TiVo provides you with regard to your private information. The latest Privacy

Policy can always be accessed through our web site at www.tivo.com.

We Don't Control the Nature of Television! The TiVo Service gives you the ability to see and record televised programs over which TiVo exercises no editorial or programming control ("Third Party Content"). You understand that (a) TiVo does not guarantee the access to or recording of any particular program, (b) programming is not under TiVo's control, (c) TiVo is not responsible for and has no editorial control over any Third Party Content, and (d) TiVo has no control over the distribution of programs. You also understand that the Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that TiVo will have no liability to you, or anyone else who uses your account, with regard to any Third Party Content.

Changes to TiVo Service. TiVo may, at its discretion, from time to time change, add or remove features of the TiVo Service or change the terms and conditions of this agreement. Such changes shall be effective upon notification by TiVo. You are responsible for viewing any new terms and if you are dissatisfied with any such changes to the TiVo Service or this agreement, you may

immediately cancel your subscription as provided in the “Termination of Service” paragraph below. TiVo also reserves the right to discontinue the TiVo Service altogether at any time in its discretion.

Subscribing to and Using the TiVo Service

Eligible Subscribers. You must be at least 18 years of age to assume the responsibilities of this agreement. Minors may use the TiVo Service only if one of their parents or legal guardians assumes the responsibilities of this agreement and thereby assumes full responsibility for the minor's use of the TiVo Service.

Subscription Fees. You agree to pay for your subscription in advance. Your subscription fee will cover the basic service for a residential customer using an authorized product receiving the TiVo Service. You may have a choice of subscription options which may change over time. You may switch options at the end of each period. If for any reason you need to reactivate your subscription, you will be charged a reactivation fee. If you are signing up for TiVo Service under a promotional subscription fee, some additional restrictions may apply. TiVo uses toll free or local telephone calls to provide the TiVo Service. In the unlikely event that you incur telephone charges as a result of the TiVo Service calls, notify us immediately. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

Payment Authorization. If you choose a subscription option with recurring payments, you agree to allow DIRECTV to bill you at the beginning of each period. TiVo may, at its discretion, change

the TiVo Service fees from time to time. TiVo will notify you 30 days in advance of any fee changes or new fees; you may obtain the fees currently in effect at any time by contacting DIRECTV and TiVo Customer Service toll-free at 1-800-DIRECTV (1-800-347-3288). TiVo reserves the right to suspend or terminate your TiVo Service without notice upon nonpayment of TiVo Service fees. You agree to pay a late charge on all amounts due which remain unpaid for 30 days. Such rights are in addition to and not in lieu of any other legal right or remedies available to TiVo. TiVo reserves the right to refer your account to a third party for collection in the event of an ongoing default.

Definition of Lifetime Service. If you paid a Lifetime Service fee for your Receiver, the TiVo Service is guaranteed for the lifetime of that Receiver, even if you give it to a friend or family member. The TiVo Service will be provided only to that particular Receiver and therefore, cannot be transferred to any others you may purchase. If you opt to pay as you go, you will be billed monthly for your TiVo Service.

Using the TiVo Service. You may access and use the TiVo Service only with a product authorized to receive the TiVo Service and you agree not to tamper with or otherwise modify the authorized product. The TiVo Service is provided for your personal use and may not be resold, in whole or in part, or otherwise commercially exploited. Except as expressly provided in this agreement, you may not transfer the TiVo Service (See above “Definition of Lifetime Service.”)

Termination of Service. You may terminate your account, this agreement, and your right to use the TiVo Service, at any time and

for any reason or no reason, by contacting DIRECTV and TiVo Customer Service toll-free at 1-800-DIRECTV (1-800-347-3288). TiVo may immediately suspend or terminate your account, and terminate this agreement, if you breach any provision in this agreement, if you misuse the TiVo Service, or if you fail to pay TiVo Service fees as described in the “Subscription Fees and Payment Authorization” paragraph above. In addition, TiVo reserves the right to terminate your account and this agreement for any other reason if TiVo gives you at least 30 days advance notice. Upon any such termination of your account, you will remain obligated to pay all outstanding fees and charges relating to your use of the TiVo Service before termination. Unused subscription fees are nonrefundable.

Ownership, Disclaimers and Liability Limitations

Title to Software and Intellectual Property. You may need to use certain software programs to use or have full access to certain features of the TiVo Service. You received certain software with the purchase of the TiVo authorized product and other software programs may be provided to you by TiVo from time to time. Your use of such software is subject to the terms of this agreement. TiVo retains title to and ownership of all the TiVo software and certain intellectual property rights in the TiVo authorized product. TiVo also retains ownership of all TiVo copyrights and trademarks. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes either the authorized product or software of this system is strictly prohibited.

Indemnity. You agree to defend, indemnify and hold harmless TiVo from and against any and all claims, proceedings, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees) relating to your breach of any term of this agreement or your misuse of the TiVo Service leading wholly or partially to claims against TiVo or the TiVo Service by third parties.

Warranty Disclaimer. YOU UNDERSTAND AND AGREE THAT THE TIVO SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TIVO MAKES NO WARRANTY THAT THE TIVO SERVICE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE TIVO SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES TIVO MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE TIVO SERVICE (INCLUDING THIRD PARTY CONTENT), OR THAT ANY DEFECTS IN THE TIVO SERVICE WILL BE CORRECTED. TIVO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE TIVO SERVICE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Because some jurisdictions do not permit the exclusion of implied warranties, this disclaimer may not apply to you.

Limitations of TiVo's Liability. IN NO EVENT WILL TIVO OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD

PARTY FOR ANY LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE TIVO SERVICE OR USE OF THE TIVO SERVICE THROUGH YOUR ACCOUNT BY ANYONE ELSE, EVEN IF TIVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL TIVO'S TOTAL CUMULATIVE LIABILITY TO YOU AND ANYONE WHO USES THE TIVO SERVICE THROUGH YOUR ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE AGGREGATE AMOUNT YOU PAID TO TIVO IN THE PRECEDING TWELVE MONTHS. YOU UNDERSTAND THAT THESE LIMITATIONS OF TIVO'S AND TIVO'S SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS LIMITED WARRANTY.

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. Moreover, this paragraph does not limit TiVo's obligation, if TiVo mistakenly or wrongfully overcharges your account, to refund the amount of the overcharge.

Miscellaneous. This agreement will be governed by the laws of the State of California as such laws apply to agreements between California residents performed entirely within California. If any provision of this agreement is invalid or unenforceable under applicable law, such provision will be deemed modified to the extent necessary to render such provision valid and enforceable and the other provisions of this agreement will remain in full force and effect. The official text of this agreement or notice submitted

hereunder shall be in English. In the event any dispute concerning the construction or meaning of this agreement, reference shall be made only to this agreement as written in English and not to any translation into another language. This document represents the entire agreement governing your use of the TiVo Service and supersedes any prior or contemporaneous written or oral statements by TiVo or its representatives or resellers. TiVo's failure to enforce any of the terms of this agreement shall not constitute a waiver or relinquishment of TiVo's right to do so at any time.

BY USING THE TIVO SERVICE, I REPRESENT THAT I HAVE READ AND UNDERSTOOD THIS ENTIRE AGREEMENT AND I AGREE TO ALL THE TERMS OF THIS AGREEMENT AS STATED ABOVE.

DIRECTV Service/Privacy Agreements

DIRECTV has a Service Agreement in addition to that of TiVo. A copy of the DIRECTV Service Agreement will be sent to you with your first DIRECTV billing statement.

