

**NORTHLAND COMMUNICATIONS  
TERMS AND CONDITIONS OF SERVICES**

These Terms and Conditions of Services, along with your signed Subscriber Agreement for Video, Internet and/or Digital Phone Service, constitute the terms and conditions (collectively known herein as the "Subscriber Agreement") governing your use of Northland's services including video, Internet and digital phone services (the "Service(s)"). They also contain important information regarding your privacy rights regarding the Service(s). The information contained herein may also be found at Northland's website, [www.yournorthland.com](http://www.yournorthland.com). Northland reserves the right to amend any of the terms and conditions set forth or incorporated by reference herein, from time to time as it deems necessary, with such changes being effective as to all use of the Services from and after the effective date. The effective date is stated at the bottom of this document. If you find any amendments to Northland's terms and conditions unacceptable, you may cancel your Service, subject to any early termination fees that may be applicable. Your continued use of the Service(s) shall be your acceptance of these terms and conditions and any amendments thereto. Any questions regarding your privacy rights and Northland's terms and conditions may be directed to Northland Communications Corporation, 101 Stewart Street, Suite 700, Seattle, Washington 98101, Attn: Legal Department.

**CUSTOMER PRIVACY POLICY**

Federal law requires us to inform you of the following matters:

1. **Customer's Privacy Rights.** Your privacy, including the ability to limit disclosure of certain information to third parties, is addressed by, among other laws, the Telecommunications Act of 1996 (the "Cable Act") and the federal Electronic Communications Privacy Act (the "Privacy Act"). You have a right to know Northland's policy regarding the collection, retention and use of personally identifiable information. You also have the right to inspect certain of our records that contain information about you and to correct any error in our information. If you wish to inspect our records, please contact us at our local business office stated on your monthly bill, during regular business hours, to set up an appointment. We reserve the right to charge you for the cost associated with supplying any documents that you request. As required by the Cable Act, we will provide you with a copy of our subscriber privacy policy annually. We may modify our policy at any time. We will notify you of any material changes through written, electronic or other means as permitted by law. If you find the changes unacceptable, you have the right to cancel your Service(s). If you continue to use the Services following notice of the changes, we will consider your continued use to be acceptance of and consent to the changes. If you believe you have been injured by any act of ours in violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws.
2. **Consumer Proprietary Network Information ("CPNI") Policy.** CPNI is defined as follows: (a) information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier. We implemented our policy to protect the unauthorized use or disclosure of CPNI as of December 8, 2007, and to assure compliance with the Federal Communications Commission's ("FCC") rules set forth in 47 C.F.R. Part 64, Subpart U, Section 2001 *et seq.*, including, but not limited to, the new rules adopted in *Implementation of the Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information*, CC Docket No. 96-115, Report and Order and Further Notice of Proposed Rulemaking, FCC 07-22 (rel. April 2, 2007). In an effort to comply, we have implemented a program on the limitations of use or disclosure of CPNI as governed by federal law and Northland policy.
3. **Information Collection and Use.** Generally, federal law permits us to collect and use personally identifiable information necessary for the business of providing services to customers and to detect unauthorized reception of cable communications. In order to provide reliable, high-quality service and maintain adequate records, we keep regular business records that may include the following personal information about you: your name, address(es), telephone number(s), Social Security Number, driver's license or state-issued identification number, bank account number(s) (if you have authorized automatic payment withdrawals), credit card account number(s) (if you have furnished them to us for payment), billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of television sets and devices connected to the system, and the Service(s) you have chosen, and other personally identifiable information. We use this information to: sell, maintain, disconnect, reconnect and change your Service(s); make sure that you are being billed properly for the Service(s); maintain financial, accounting, tax, service and property records, including records required by the terms of our franchise; determine your level of satisfaction with the Service(s); enable us to mail you information concerning our Service(s); enable us to conduct market research; detect unauthorized reception, use and abuse of the Service(s); to comply with law; and for other purposes related to the operation and maintenance of the Service(s) and the system generally. We take reasonable precautions to prevent unauthorized access to this information. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use or disclose personally identifiable information.
4. **Information Disclosure.** Federal law allows us to disclose personally identifiable information to a third party if (a) you consent in advance in writing or electronically; (b) necessary to render Service(s) we provide to you and to conduct our related business activities; (c) allowed pursuant to applicable law or legal process; or (d) made in connection with mailing lists as described below. We may make your records available to our affiliates, employees, agents and contractors to install, market, provide, disconnect, reconnect, change the level Service(s), detect unauthorized reception, use and abuse of Service(s) and to audit Service(s) where access to information about you may be needed for the specific job at hand. Access for these purposes is routine and does not occur with any specific frequency. We also may release our customer list to: consumer research organizations to conduct market research; distributors for sending program guides; programmers for marketing and promotions of the various program services carried on our system; programmers and outside auditors to check our records; attorneys and accountants on a continuous basis as necessary to render services to the company; potential purchasers in contemplation of a system sale, and in the event of any sale, the purchaser; franchising authorities to demonstrate compliance with the franchise; mailing services as needed for system-related mailings to customers; collection services if required to collect past-due bills at such time as those bills are submitted for collection; and comply with law.
5. **Mailing Lists.** Federal law also allows us to disclose your name and address for mailing lists and other purposes unless you object. We do not sell our customer list or otherwise disclose it to commercial or charitable users at the present time, although we may make such disclosures in the future. In such case, we will not disclose the extent of your viewing or use of any Service(s) or the nature of any transaction you may make, but we may disclose that you are among those who subscribe to a Service(s). If you do not wish to have your name and address included on a customer list that is disclosed to commercial or charitable users, please contact your local business office.
6. **Information Retention.** Unless there is a legitimate request or order to inspect the information still outstanding, we may destroy customer information that is no longer necessary for the purpose for which it was collected. Information that you have provided us upon installation of Service(s) may be maintained in our management information system for extended periods of time. Information contained in records such as work orders, service records, usage records, accounting and billing records and market research records may be retained for as long as you are a customer, plus additional periods if we believe such information may be necessary or useful in the future.
7. **TiVo's Privacy Policy.** Subscribers' use of TiVo services is subject to additional privacy rights and limitations under TiVo's Privacy Policy regarding the collection, retention and use of personally identifiable information. TiVo's Privacy Policy, which may be amended from time to time, is available at Northland's office locations and at TiVo's website, <http://www.tivo.com/abouttivo/policies/tivoprivacypolicy.html>.

**TERMS AND CONDITIONS FOR VIDEO, INTERNET SERVICE AND/OR DIGITAL PHONE SERVICE, SUPPLEMENTAL INTERNET SERVICES AGREEMENT AND ACCEPTABLE USE POLICY**

**Definitions**

As used in this pamphlet, in either lowercase or uppercase:

"We," "Northland," "us," or "our" means Northland Communications Corporation dba Northland Communications, its affiliates, employees, successors, assigns and authorized agents.

"You" or "your" means a customer who subscribes to Northland's Service(s).

"User" means a person who establishes an account with Northland or uses Service(s).

"Equipment" means one or more of the following: cable modem, converter box, TiVo box, Digital Video Recorder (DVR) remote-control unit, security device, addressable control module, decoding trap(s), A/B switch, coaxial cable, parental lock-out device, MTA or any other device installed in or around your Home, or provided by us, necessary or convenient for you to receive video programming, Internet connectivity, digital phone or other Service(s). Inside wiring is not Equipment.

"Home" means the residence or dwelling, including a single-family home, apartment or any other type of dwelling unit, where the Service(s) are installed.

"Hourly service charge" means the hourly charge you pay us for certain services.

"Initial Term" means your initial term of commitment to subscribe to Service(s). (A minimum Initial Term may be required to receive Special Offers).

"Inside wire" or "inside wiring" means the cable that runs inside your Home to a point 12 inches outside of your Home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Installed" means either installed or activated.

"Physical Address" means the physical address or addresses where you receive Service(s).

"Special Offer" means a promotional offering of Service(s) subject to certain conditions and/or restrictions.

**A. TERMS AND CONDITIONS FOR VIDEO, INTERNET AND/OR DIGITAL PHONE SERVICE**

1. **Payment for Services.** You are responsible for all charges for the Service(s), including without limitation any pay per view event(s) or other Service(s) ordered through the converter box. Charges for Service(s) start the day after Service(s) is installed. The charges for one month's Service(s), any required deposits and any installation or Equipment-lease fees are payable at the time Service(s) is installed. Thereafter, we will bill you each month in advance for Service(s) (except for usage based fees, pay-per-view movies or events, which will be billed after they are provided to you). You agree to pay us monthly by the payment due date shown on the bill for such month's Service(s) and for any administrative fees due to late payments, any returned-check fees or other charges due us. Payments made online may incur additional charges. If you change the Service(s) you receive, we may charge you an upgrade or downgrade charge. We do not extend credit to our customers and the administrative fee is not interest. You agree to pay all taxes, franchise fees and other charges, if any, which are now or may in the future be assessed because you receive our Service/Equipment. If you receive Internet connectivity services, you may also access certain information, products and services of others, for which there may be a charge. You agree that you are solely responsible for all fees or charges for these online services, products or information. If your Service(s) is disconnected because you do not pay your bill by the due date, we may require you to pay all past-due charges, a reconnect fee and a minimum of one month's advance charges before we reconnect your Service. You must bring any billing errors or requests for credit to

our attention within six months of the time you receive the bill for which you are seeking correction. If we are required to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs, fees and expenses of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs.

2. **Changes in Service and Charges.** Subject to any Special Offer pricing commitments, we reserve the right to change our Service(s), Equipment, prices and fees at any time. We also may rearrange, delete, add to or otherwise change the Service(s). If the change affects you, we will provide you notice of the change and its effective date. The notice may be provided on your monthly bill, as a bill insert or by other reasonable means including cablecasting the information on our local information channel, posting on the Internet or by email. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service(s) after the effective date of the change, we will consider this your acceptance of the change. You may obtain information about our current fees and prices for any Service(s) by calling your local Northland Communications office.

3. **Termination of Service.** Subject to any early termination fees for a Special Offer, you have the right to cancel your Service for any reason at any time by giving us notice. In the event you cancel your Service prior to the expiration of the Initial Term, you agree to repay us, in addition to any other amounts you may owe, the value of all discounts you received. In the event, after all discounts have been repaid, there is a balance remaining due to you, we will refund any balance due to you within thirty (30) days of receipt of such cancellation notice or upon the return of the Equipment in working order, normal wear and tear excepted, if later. You may not assign or transfer the Service without our written consent. These policies and practices shall survive the termination of your Service.

4. **Equipment: Inside Wiring.** At the time we installed any Equipment, you acknowledged that we (a) demonstrated that the Equipment was functioning properly; (b) instructed you in its use; (c) provided you with a copy of these Terms and Conditions of Services; and (d) demonstrated how to set up a unique purchase authorization code for the ordering of programming or other services through the converter box, if applicable. You are responsible for maintaining the security of the Equipment and the purchase authorization code. The Equipment is and at all times shall remain the sole and exclusive property of Northland unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you. You must have our prior written consent to sell or give away the Equipment. The Equipment may only be used in your Home for your residential and personal use, or in the case of a business account, at your business solely for the use of your business; penalties and damages may result from unauthorized use of the Equipment. If you cease to be our customer, you will be responsible for promptly returning the Equipment to us. If you move, do not leave the Equipment in your vacant Home/place of business or with anyone else. You are responsible for preventing the loss of, or damage to, the Equipment we provide to you. If the Equipment is damaged, destroyed or stolen, you will be liable for the cost of repair or replacement of the Equipment. The Equipment must be returned to us in working order, normal wear and tear excepted, or else you may be charged the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted. In the event you have us repair or maintain the inside wiring, we are not responsible for problems with the operation of your television, television-related equipment, computer or computer-related equipment. We do not service computers, television receivers or any other television-related or computer-related equipment (such as VCRs, home antennas or other cable-compatible equipment) which is not owned by us, even if it is attached to the cable or to the Equipment. Certain other limitations may apply. None of the Equipment, inside wiring or any of our cable placed under, over, on or about your Home, business or property in connection with the installation of the Equipment and Service(s) shall be deemed fixtures or in any way part of your real property. It may be removed by us, at our option, at any time during or following the termination of your Service. If you voluntarily cancel your Service, you may have the option of purchasing the inside wiring at the per-foot replacement cost of the cable. If you decide not to purchase the inside wiring, we may remove it in accordance with applicable rules and regulations.

5. **Access to Customer's Home or Business.** You authorize us to enter your Home or business, in your or your representative's presence, or enter upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Equipment and Service. This authorization includes allowing us to be on your property outside your Home or business at reasonable times even if you are not at the premises. You authorize us to make connections and perform other tasks we deem necessary or desirable to enable us to provide Service(s) to you. If you are not the owner of your Home or business location, you acknowledge that you have obtained consent from the owner of the Home or business location for installation, and you agree to supply us, upon request, with the owner's name and address, and evidence that you are authorized to give us access on the owner's behalf. We will not be liable for any damage, loss or destruction to your Home, business or any property during installation. If you are the owner of your Home or business location, you grant us an easement over and across your property to attach our cables and related facilities to any utility pole currently on your property during the term that you are a customer. This easement is in addition to and not in substitution for, any other right we may have to place our cable property in and along any existing easement or right-of-way, regardless of the nature, origin or theory underlying such right.

6. **Private Viewing, Unauthorized Service and Use of Equipment.** We provide Service(s) to you for your private use and enjoyment. You agree that the video programming will not be viewed in areas open to the public. The video programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming supplier(s). This consent may be withheld at the sole discretion of either party. You agree not to attach any unauthorized device to the cable or Equipment. If you make any unauthorized connection or modification to the Equipment or any other part of the cable system, you will be in breach of these policies and practices and we may terminate your Service(s) and pursue the other remedies available to us by law.

You may install inside wiring, such as additional cable wiring and outlets. Regardless of who does the work, the inside wiring within your service location must not interfere with the cable system's normal operations. With respect to the inside wiring, much of the Equipment and devices necessary to receive our Service(s) are available both from us and other third parties. If you do not purchase or lease such Equipment and devices from us, you are responsible for ensuring that they do not interfere with the cable system's normal operations and other communications systems and devices. For example, you agree not to install anything to intercept or receive, or assist in intercepting or receiving, or which is capable of intercepting or receiving, any Service(s) offered over a cable system, unless specifically authorized to do so by us, or as may otherwise be specifically authorized by law. You also agree that you will not attach anything to the inside wiring or Equipment which singly or together results in a degradation of our cable system's signal quality or strength. You may not attach any device or Equipment to any inside wiring in a way that impairs the integrity of the local cable system (such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or Equipment, which alone or together, result in a degradation of signal quality). We are entitled to recover damages from you for tampering with any of the Equipment or any other part of the cable system, or for receiving unauthorized Service. Inside wiring maintenance may not be your responsibility if you rent your Home or business location. Contact your landlord or building manager to determine responsibility.

7. **TiVo Services and Privacy Policy.** If you have a TiVo-brand digital video recorder and subscribe to TiVo services through Northland, you agree to be bound by TiVo's policies in addition to Northland's Subscriber Agreement governing your use and enjoyment of TiVo services. TiVo's policies, including its Privacy Policy, are available at its website (<http://www.tivo.com/abouttivo/policies/index.html>). Your use of TiVo products and services constitutes your acceptance of these policies, which may be amended from time to time at TiVo's sole discretion. You may not transfer, sell, rent or otherwise provide access to the TiVo box(es) to any third party.

8. **Limited 30-Day Warranty; General Disclaimer of Warranties; General Limitation of Liability; Indemnification.** WE WARRANT FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR THAT THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT TO US WITHIN THE 30-DAY PERIOD ANY FAILURE OF OUR EQUIPMENT TO CONFORM TO THIS WARRANTY, WE SHALL REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, ALL SERVICE(S) AND EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES AS TO THE SERVICE(S)' PERFORMANCE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY THAT ANY DATA, FILES OR OTHER COMMUNICATIONS BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE(S). WE MAKE NO WARRANTY AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICE(S), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE OR DIGITAL PHONE COMMUNICATIONS. REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT AS PROVIDED IN THIS SECTION SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY, REGARDLESS OF WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITHOUT LIMITATION. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICE(S) TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE(S), LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU OR FROM YOUR USE OR INABILITY TO USE THE SERVICE(S). SOME STATES MAY NOT ALLOW THE EXCLUSION OF OR LIMITATION OF ANY OR ALL OF THESE TYPES OF DAMAGES OR THE LIMITATIONS ON IMPLIED WARRANTIES, AND ONLY IN SUCH CASES THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS OR REMEDIES AS TO CERTAIN SERVICE(S) UNDER THE TERMS OF THE FRANCHISE GRANTED US IN YOUR AREA. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NORTHLAND, ITS PARENT COMPANY, SUBSIDIARIES AND THEIR [these are included in the definition of "Northland."] CONTRACTORS, OFFICERS AND DIRECTORS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES THAT ARISE FROM YOUR USE OR MISUSE OF THE SERVICE(S). NORTHLAND RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH NORTHLAND IN ASSERTING ANY AVAILABLE DEFENSES.

9. **Digital Phone Service.** In order to receive Northland's digital phone service (the "Phone Service"), you must be on or interconnected with Northland's network.

10. **Residential Use of Phone Service and Device.** If you have subscribed to the Phone Service for use at your Home, the Phone Service and any device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial, governmental, profit-making or non-profit activities, including but not limited to home office, business or sales activities, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcasting, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Phone Service or the device to any other person for any purpose, or make any charge for the use of the Phone Service, without prior express written permission from Northland. You agree that your use of the Phone Service and/or device, or the use of the Phone Service and/or device provided to you by any other person for any commercial or governmental purpose will obligate you to pay Northland's higher rates for commercial service for all periods, including past periods, in which you use, or used, the Phone Service for commercial or governmental purposes. Northland reserves the right to immediately terminate or modify your Phone Service if Northland determines, in its sole discretion, that the Phone Service is being used for non-residential or commercial use.

11. **Business Use of Phone Service and Device; Prohibition on Resale.** If you have subscribed to Northland's Phone Service for use at your place of business, the Phone Service and device are provided to you as a business user. This means that you are not to resell or transfer the Phone Service or device to any other person for any purpose, without prior express written permission from Northland. You agree that the Northland business service plans do not confer the right to use the Phone Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Northland reserves the right to immediately terminate or modify your Phone Service, if Northland determines, in its sole discretion, that the Phone Service is being used for any of the aforementioned activities.

12. **Prohibited Uses.** You agree to use the Phone Service and device only for lawful purposes. This means that you agree not to use the Phone Service for transmitting or receiving any communication or material of any kind when in Northland's sole judgment the transmission, receipt or possession of such communication or material would (a) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (b) encourage conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable local, state, national or international law. Northland reserves the right to terminate your Phone Service immediately and without advance notice if Northland, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Northland's discretion be immediately charged to your credit card. You are liable for any and all use of the Phone Service and/or device by yourself and by any person making use of the Phone Service or device provided to you and you agree to indemnify and hold harmless Northland against any and all liability for any such use. If Northland, in its sole discretion, believes that you have violated the above restrictions, Northland may forward the objectionable material, as well as your communications with Northland and your personally identifiable information, to the appropriate authorities for investigation and prosecution and you hereby consent to such use, disclosure and/or forwarding.
13. **Use of Phone Service and Device by Customers outside the United States.** Northland does not presently authorize the use of the Phone Service outside of the United States. Northland makes no warranty express or implied regarding the performance or function of the device if you attempt to use the Phone Service outside of the United States.
14. **EMERGENCY SERVICES (911 CALLS).** Customer agrees and understands that Northland does not hold itself out as providing emergency 911 services as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area. Northland's limited 911-type service is available only on Northland devices and with Northland Services as described herein. You acknowledge and understand that Northland's 911-type dialing (a) requires you to take affirmative steps to activate and properly install the Northland device and to ensure that the information you provide to Northland is accurate, (b) is NOT the same as the 911 emergency services you may receive from traditional landline or wireless service providers, and (c) is different in many significant ways (some, but not necessarily all, of which are described herein) from traditional 911 service. You agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service of the non-availability of traditional 911 and E911 dialing from your Northland Phone Service and device(s). You further agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service as to the differences and limitations of Northland's 911-type dialing service as compared with traditional 911 or E911 dialing that are set forth herein and in any user manual.
15. **Description of Northland's 911-Type Service.** You acknowledge and understand that neither Northland nor its third-party service providers shall have any responsibility to or liability for provision of the Phone Service and 911-type access if the device is moved outside of your Physical Address. Additionally, even if you do not move your device, Northland cannot guarantee the reliability of the 911-type dialing features offered with your Phone Service. When you dial 911 using your Northland-approved device and Phone Service, your call is generally routed from the Northland network to third-party providers who route the emergency call to the Public Safety Answering Point ("PSAP") or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for Northland Phone Service, your telephone number will correspond to your Physical Address. Your Physical Address, for purposes of your Phone Service, is the location where you receive your Phone Service from Northland. Your Physical Address may or may not be the same as your billing address (where you receive your Northland bill). You acknowledge and understand that it is your responsibility to provide Northland with your proper Physical Address. Northland and its third-party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Physical Address to Northland. When you dial 911 from a Northland device using Northland's Phone Service, you acknowledge and understand that Northland and/or its underlying service providers will endeavor to route your call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number. You acknowledge and understand that you may not be routed to the same 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Northland relies on third parties for the forwarding of information underlying such routing, and accordingly, Northland and its third-party provider(s) hereby disclaim any and all liability or responsibility in the event such information or routing is incorrect. Neither Northland nor its underlying service providers nor their officers or employees may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action arising from or relating to Northland's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage or loss constitutes gross negligence or intentional misconduct on the part of Northland or its underlying service providers. You agree to indemnify and hold harmless Northland and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your Northland device or your provision to Northland of incorrect information in connection therewith.
16. **Service Outage, Power Failure or Disruption.** You acknowledge and understand that 911 dialing will not function in the event of a power failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Phone Service and 911 dialing will not function unless and until power is fully restored. A power failure or disruption may require you to reset or reconfigure the Northland device or other Northland equipment at your premises prior to utilizing the Phone Service or 911 dialing.
17. **Broadband Service/Internet Service Provider Outage or Termination/Suspension or Termination by Northland.** You acknowledge and understand that Service(s) outages or suspension or termination of Service(s) for any reason will prevent ALL Phone Service including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Phone Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described herein.
18. **Limitation of Liability and Indemnification Regarding 911 Emergency Services.** YOU ACKNOWLEDGE AND UNDERSTAND THAT NORTHLAND'S LIABILITY IS LIMITED FOR ANY PHONE SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH HEREIN. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NORTHLAND, ITS OFFICERS, DIRECTORS AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE PHONE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE PHONE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PSAP ASSOCIATED WITH YOUR TELEPHONE NUMBER OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR NORTHLAND DEVICE OUTSIDE OF YOUR PHYSICAL ADDRESS. YOU EXPRESSLY ACKNOWLEDGE THAT, IN THE EVENT OF A POWER OUTAGE OR OTHER SERVICE-AFFECTING SCENARIO, NEITHER NORTHLAND NOR ANY OF ITS SUBSIDIARIES, PARENT COMPANIES, AGENTS, NETWORK SERVICE PROVIDERS, PARTNERS OR EMPLOYEES ARE LIABLE FOR THE AVAILABILITY OF 911 SERVICE FROM YOUR NORTHLAND DEVICE AND NORTHLAND PHONE SERVICE.
19. **Use of TDD or TTY devices.** Although current developments in IP technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, Voice over Internet Protocol ("VoIP") 911 services such as Northland's 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, you agree and acknowledge that neither Northland nor Northland's third-party providers hold themselves out as providing or enabling Northland to provide emergency services compatible with any TDD/TTY devices. You further acknowledge that Northland has apprised you of any and all risks associated with your use of Northland's 911-type service and that Northland does NOT recommend that you use the Northland 911-type service as your sole and primary means of reaching a 911 operator in case of an emergency.
20. **Dialing Requires Activation.** You are required to provide an accurate Physical Address and other information to Northland upon purchasing the Northland Phone Service. You must properly connect the Northland device in order for the Northland Phone Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your Northland device and Phone Service and provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless until you have confirmation that your Northland device is operational.
21. **Failure to Designate the Correct Physical Address When Activating 911 Dialing or Moving Your Device.** Failure to provide your current, updated and correct Physical Address and location of your Northland Equipment may result in any 911 call you make being misrouted to the incorrect local emergency service provider. Northland's Phone Service is intended to function from your Physical Address which MUST correspond to the physical address where you receive your primary Northland Service and where your Northland device is physically located. If you have more than one Northland device at your Physical Address and each device has a different number, you must make sure that the Physical Address corresponds to each number where your Northland device is physically located. If you move your device to a location other than your primary Physical Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect PSAP or incorrect emergency service personnel.
22. **Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.** Due to the technical constraints of Northland's 911-type dialing service, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Northland device and Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Northland Equipment will be routed to Northland's third-party provider who will route the call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number, and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing.
23. **Automated Number Identification.** THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING YOUR 911 CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATED NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. Although Northland's system is configured to send the automated number identification information, there may be several telephone companies and VoIP providers other than Northland that may be involved in routing your call to emergency personnel and PSAPs. The emergency response systems and the PSAPs themselves must be able to receive the information and pass it along properly. Existing emergency response systems and PSAPs may not always be technically capable of receiving and/or passing routing information properly. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.
24. **Automated Location Identification.** At this time in the technical development of Northland's 911-type dialing, it is not always possible to transmit identification of your Physical Address or the physical location of your Northland device if the device is located at a location that is different than your Physical Address. IF YOU DIAL 911 USING NORTHLAND'S SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK AND YOU MAY BE REQUIRED TO REDIAL THE 911 CALL. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION ACCURATELY, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU OR DISPATCH EMERGENCY PERSONNEL TO THE CORRECT LOCATION. You acknowledge and understand that you or anyone using your Northland Phone Service will need to state the nature of the emergency promptly and clearly, including your location. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.

25. Alternative 911 Arrangements. You acknowledge that Northland does not offer the Phone Services as the primary line for emergency services. You should always have an alternative means of accessing emergency services such as 911 or E911.
26. Provisions Regarding Compatible Customer Equipment and Services. You acknowledge and agree that the Service(s) may not support and that Northland has no responsibility for the operation or support, maintenance or repair of any customer equipment. You acknowledge and understand that Northland and/or the Service(s) may not support or be compatible with non-recommended configurations including but not limited to MTAs not currently certified by Northland as compatible with the Service(s); customer equipment, including, but not limited to, non-voice communications equipment, alarm and security systems or devices, fire or smoke detection systems or devices, medical monitoring devices, fax machines, and "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, traditional Caller ID units and point of sale (POS) equipment and any all other communications or electronic equipment. In order to use the Service(s), you may be required to provide certain equipment such as a phone handset, inside phone wiring and outlets, and an electrical power outlet. In order to use online features, where Northland makes those features available, you may be required to provide certain hardware, such as a personal computer, software, an Internet browser and access to the Internet. You hereby waive any claim against Northland and/or Northland's third-party providers for interference with, disruption of or failure of (such as power and service outages) any such equipment or Service(s).
27. Local Number Portability. In the event you are not utilizing a new phone number for your Northland Phone Service, but rather are transferring an existing phone number, you must sign Northland's Letter of Authorization (the "LOA"), authorizing Northland or its designated agent to work with your previous service provider to transfer your existing number. In addition to the terms and conditions of the LOA, the terms and conditions of this paragraph shall also apply: (a) you agree and acknowledge that if you set up your Northland device prior to the date that the number port becomes effective ("Port Effective Date"), you will only be able to make outgoing calls with your Northland device. In such event, Northland strongly recommends that you keep another phone at your Physical Address to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Northland Phone Service; and (b) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in Service(s), it is extremely important that you properly install your Northland device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Northland via mail, phone or email following your completion of the ordering process.
28. Failure to Comply with these Policies and Practices. If you fail to pay your bill when it is due or if you fail to comply with any other of these policies and practices, we may exercise any rights we have to collect amounts due and seek other remedies, including (a) terminating your Service(s), (b) recovering the Equipment, (c) charging your credit card or otherwise charging you the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted, and/or (d) bringing such other legal action as allowed by law.
29. Privacy Disclosures. Information required to be disclosed by the Cable Act and the Privacy Act, including information relating to personally identifiable information, is described in the Customer Privacy Policy printed above and is also posted at [www.northlandcabletv.com](http://www.northlandcabletv.com). You acknowledge receipt of the Customer Privacy Policy.
30. Applicable Law; Severability. These policies and practices, including all matters relating to their validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the FCC and the laws and regulations of the state and local area where the Service(s) is provided. These policies and practices are subject to amendment, modification or termination if required by such regulations or laws. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other policies and practices.
31. Notice. Notices to you shall be deemed given when deposited in the U.S. mail, addressed to you at your last-known address, hand delivered to you or your place of residence or provided by other reasonable means, including to an email account. We reserve the right to provide electronic or telephonic notice to you including cablecasting such notice on our local information channel, which shall be deemed given when provided. Notice to us shall be deemed given when received by us in writing.
32. Procedure for Resolving Customer Complaints about Signal Quality. If you have any complaint regarding the quality of television signals we deliver, you should contact your local Northland office by phone or in writing. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the matter, you may notify the responsible official for your community. Please refer to your monthly cable bill or statement for your local franchising authority's name and address.
33. Force Majeure. We will not be liable for any delay or failure to perform our obligations, including interruptions in the Service(s), if such delay or nonperformance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, acts of any governmental body or any other causes beyond our commercially reasonable control.
34. Entire Agreement. The Subscriber Agreement, the Supplemental Internet Services Agreement and the Acceptable Use Policy constitute our entire agreement concerning your use of the Service(s), and supersede any other prior or contemporaneous communications. In the event of a conflict between the above listed agreements and any other writing, the terms and conditions of these agreements shall control.

## **B. SUPPLEMENTAL INTERNET SERVICES AGREEMENT**

1. Subscriber Obligations. By establishing an account or by using the Internet Service (the "Internet Service") provided by Northland, you agree to be bound by the terms and conditions of Northland's Supplemental Internet Services Agreement (the "Supplemental Agreement") and to use the Internet Service in compliance with the Subscriber Agreement, the Supplemental Agreement, the Acceptable Use Policy ("AUP") and all other use policies (collectively, the "Terms of Service") each of which may be amended from time to time in Northland's sole discretion. If you do not agree to the Terms of Service, including any future revisions, you may not use the Internet Service, and if you have an account you must terminate it as provided herein. Northland reserves the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of the Internet Service following the posting at [www.yournorthland.com](http://www.yournorthland.com) of any revisions to the Terms of Service constitutes your acceptance of those revisions. Notices, updates and other information regarding the Internet Service may be sent to Your Email (as defined herein). In the event of a conflict of terms between the Supplemental Agreement and any other subscriber or customer agreement, the terms of the Supplemental Agreement shall control. Your obligations under the Supplemental Agreement are as follows:
- End Users establishing an account with Northland must be at least 18 years old.
  - Users must (i) provide Northland with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to Northland all changes to this information within thirty (30) days of the change. Users are responsible for all charges to their account.
  - Users are billed each month for Internet Service, including charges for any additional usage or services. Users are responsible for paying all charges billed to their account in the manner and method prescribed on their monthly bill or statement. Northland is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Northland.
  - Internet Service may be suspended, limited or canceled at Northland's sole discretion for any breach by User of the Terms of Service; however, charges will continue to accrue until User's account is canceled. Northland may bill an additional charge to reinstate Internet Service that has been suspended, limited or canceled.
  - Upon activation of your Internet Service with Northland, you shall establish an email account with Northland or provide an email address to which Northland may send notices, updates and other information regarding the Internet Service ("Your Email"). You shall maintain Your Email throughout the duration of your subscription to Northland's Internet Service and shall notify Northland of any changes to Your Email in a timely manner. You are responsible for checking Your Email for any notices that Northland may send to Your Email.
2. A Special Note Concerning Minors. Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. We recommend that children ask a parent for permission before sending personal information to Northland, or to anyone else online.
3. Use of the Internet Service.
- Account, Password and Security. You will receive a user name, password and account designation upon registration. You and members of your household, in the case of a personal account, and you and your employees, in the case of a business account, are the only authorized users of your account and all Users must comply with the Terms of Service. You must keep your password confidential so that no one else may access the Internet Service through your account. You must notify Northland within 24 hours of discovering any unauthorized use of your account. You are responsible for the use of your account, whether or not authorized by you. Usernames, passwords and email addresses provided by Northland are Northland's property and Northland may alter or replace them at any time.
  - Networking. To the extent consistent with the AUP, residential package subscribers may connect multiple computers to set up a Local Area Network ("LAN") behind the cable modem that connects no more than five (5) personal computers that you own, that are located in your Home and where the Internet Service is used principally for the residents of your Home. Business package subscribers may also create a LAN behind the modem that connects up to ten (10) personal computers used in your business where each computer is owned by you and is located at your principal place of business and each computer is used by an employee of your business. Northland reserves the right to further restrict or limit subscriber accounts in the event Northland determines in its sole and absolute discretion that such subscribers' Internet usage is excessive.
  - Bandwidth and Usage Limitations. You may not use a personal or standard business account for high volume and/or commercial use, such as web hosting, streaming media, revenue generation, commercial transaction handling and file sharing. Further, email accounts exceeding 10MB in size may, at Northland's discretion, be transferred to a compressed temporary file or storage, and may, at Northland's discretion, be deleted after a period of time. Any User's website exceeding 5MB of disk space or 250MB of data transfer per month may be billed for excess usage. In general, you may not use the Internet Service in any way that places an excessive burden on the network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Internet Service through multiple computers. Commercial or high volume accounts may be available for such use.
4. Monitoring the Internet Service. Northland has no obligation to monitor the Internet Service, but may do so and, consistent with its Customer Privacy Policy, may disclose information regarding the use of the Internet Service for any reason if Northland, in its sole discretion, believes that it is reasonable to do so, including, but not limited to the following: to satisfy any laws, regulations or governmental or legal requests; in the operation of the Internet Service; or for the protection of Northland and its Users. Please see Northland's Privacy Policy at [www.yournorthland.com](http://www.yournorthland.com). Northland may immediately remove your material or information from Northland's servers, in whole or in part, which Northland, in its sole and absolute discretion, determines infringes on another's property rights or to violates the AUP.
5. Disclaimer of Warranties. EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY NORTHLAND, NORTHLAND DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. NORTHLAND HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE INTERNET SERVICE(S) AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICES, PRODUCTS AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE INTERNET SERVICE(S). THE INTERNET SERVICE(S) IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. NORTHLAND DISCLAIMS ANY WARRANTY THAT THE INTERNET SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORTHLAND

MAKES NO EXPRESS WARRANTIES AND WAIVES AND DISAVOWS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY NORTHLAND OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL NORTHLAND, ITS EMPLOYEES, SUBSIDIARIES, LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE INTERNET SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF NORTHLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, NORTHLAND'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

7. Software License. Northland grants you a limited, non-exclusive, non-transferable, personal and non-assignable object code license to use Northland's access software (including software from third-party vendors that Northland may distribute), its associated documentation and any updates thereto that may be provided to you by Northland ("Licensed Programs"), in order to access and utilize the Internet Service, as may be necessary. You agree to use the Licensed Programs solely in conjunction with the Internet Service and for no other purpose. Northland may modify the Licensed Programs at any time, for any reason and without providing notice of such modification to you.

The Licensed Programs constitute confidential and proprietary information of Northland and Northland's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws and international treaty provisions. All right, title and interest in and to the Licensed Programs, including associated intellectual property rights, are and shall remain with Northland and Northland's licensors. You shall not translate, decompile, reverse-engineer, distribute, remarket or otherwise dispose of the Licensed Programs or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Licensed Programs, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

8. Website Usage and Other Websites. The Internet Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Northland has no control over such sites and resources, you acknowledge and agree that Northland is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Northland shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

9. Remedies under the Supplemental Agreement. Continued use of the Internet Service constitutes acceptance of the Supplemental Agreement and any future versions. If you are dissatisfied with the Internet Service or any related terms, conditions, rules, policies, guidelines or practices, your sole and exclusive remedy is to discontinue using the Internet Service. Northland reserves all rights it may have for breach of any of the Terms of Service.

10. Termination. Subject to any early termination fees for a Special Offer, Northland reserves the right, in its sole discretion, to terminate or limit your account, terminate your password and terminate or otherwise limit your use of the Internet Service, with or without prior written notice, if you have breached any of the Terms of Service, as may be amended, or other user policies of Northland. You may terminate your account at any time and for any reason by providing notice of intent to terminate to Northland by:

- (a) telephone call directed to Customer Service at your local Northland office, or
- (b) registered or certified mail, return receipt requested, addressed to your local Northland office.

Notice of termination via email will not be accepted. If your account included space on Northland's servers, anything stored on this space will be deleted upon termination.

### C. ACCEPTABLE USE POLICY

1. Introduction. Northland's AUP governs your use of and access to the Internet Service provided by Northland, whether you are a subscriber to the Internet Service or not. By accessing the Internet via the Internet Service, you agree to all the terms set forth herein, as amended from time to time.

Generally, Northland does not monitor or edit the content posted by users of the Internet Service or other Internet services that may be available on or through the Internet Service (e.g., newsgroups, chat rooms, message boards, etc.). However, Northland and its agents reserve the right in their sole discretion to remove any content that, in Northland's judgment, does not comply with the AUP or is otherwise harmful, objectionable or inaccurate. Northland shall not be liable to you for the removal of any content or limitations on any use of the Internet Service nor shall Northland be liable to you for any refusal, failure or delay in removing such content.

In addition, Northland may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of the AUP or any applicable laws may result in the suspension or termination of either your access to the Internet Service and/or your Northland account. You agree to indemnify, defend and hold Northland harmless from any claims resulting from your use of the Internet Service. Northland may, in its sole discretion, revoke your access for inappropriate usage. Use of any information obtained via the Internet Service is at your own risk. Northland is not responsible for the accuracy, quality or content of information obtained through the Internet Service. Further terms applicable to your use of the Internet Service may be contained in any applicable Subscriber Agreement or Terms of Use provisions on applicable web pages.

2. Violations. The following is a non-exclusive list of prohibited uses that violate the AUP. You are prohibited from:

(a) Using the Internet Service to gain unauthorized access to any computer systems, software or data, breach the security of another computer; or attempt to circumvent the user authentication or security of any computer, host, network, website or account. This includes the use or distribution of tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or programs, or Trojan Horse programs. Unauthorized port scanning for any reason is strictly prohibited.

(b) Using the Internet Service to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

(c) Using the Internet Service which results in the interference with access to the Internet by other parties or disrupt the network used by Northland.

(d) Using the Internet Service to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.

(e) Using the Internet Service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

(f) Using the Internet Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.

(g) Using the Internet Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes" and "chain letters."

(h) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.

(i) Using the Internet Service to transmit any unsolicited commercial email or unsolicited bulk email, or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.

(j) Using the Internet Service to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Northland or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in harm.

(k) Using the Internet Service to transmit any material (by email, downloading, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software. The above prohibition includes, but is not limited to, copying, distributing or sublicensing any software provided in connection with the Internet Service by Northland or any third party, except that you may make one (1) copy of each software program provided by Northland for back-up purposes only.

(l) Using the Internet Service to illegally collect, or attempt to illegally collect, personal information about third parties without their knowledge or consent.

(m) Using the Internet Service which results in the harm to minors in any way.

(n) Reselling the Internet Service or otherwise making it available to anyone outside of your premises or place of business, either through networking, Wi-Fi, WiMAX or any other method, in whole or in part, directly or indirectly, whether on a bundled or unbundled basis. This Internet Service is for your personal use only.

(o) Connecting multiple computers behind the cable modem to set up a LAN; provided, however, residential package subscribers may create a LAN behind the modem that connects no more than five (5) personal computers that you own, that are each located in your Home, and where the Internet Service is used principally by a resident of your Home; and provided further, commercial package subscribers may create a LAN behind a modem that connects up to ten (10) personal computers used in your business where each computer is owned by you and is located at your principal place of business and each computer is used by an employee of your business. Northland reserves the right to further restrict or limit users in the event Northland determines in its sole and absolute discretion that such residential or business' Internet usage is excessive.

(p) Sending numerous copies of the same or substantially similar message, empty messages or messages which contain no substantive content, or sending very large message or files to a recipient that disrupts an Internet service or equipment such as, server, account, newsgroup or chat service.

(q) Running programs, equipment or services from the premises that provide network content or any other services to anyone outside of your authorized premises LAN. Examples include, but are not limited to, email hosting, Web hosting, file sharing and proxy services.

(r) Participating in the collection of email addresses, screen names or other identities of others, a practice sometimes known as "spidering" or "harvesting," or participating in the use of software designed to facilitate this activity.

(s) Engaging in any deceptive act through the Internet Service such as impersonating any person or entity, engaging in sender address falsification and forging any identity or signature.

(t) Altering, tampering or modifying any Equipment or Internet Service or permitting any other person to do so.

(u) Connecting any Equipment to any computer outside your Home or business.

(v) Violating any rules, regulations or policies applicable to any network, server, computer, database or website that you access.

(w) Using the Internet Service in any way that places an excessive burden on Northland's network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Internet Service through multiple computers.

3. Your Responsibilities. You are responsible for any misuse of the Internet Service, even if the misuse was committed by a friend, family member or guest with access to your Internet Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Internet Service by, for example, strictly maintaining the confidentiality of your Internet Service login and password or any login and password protections that may otherwise limit access to your computer. In all cases you are solely responsible for the

security of any device you choose to connect to the Internet Service, including any data stored or shared on that device. Northland recommends against enabling file or printer sharing of any sort. Any files you choose to make available should be protected with an appropriate password and other protections.

4. **Personal Web Page and File Storage.** As part of the Internet Service, Northland may provide you with access to personal webpages and storage space (the "Personal Web"). You are solely responsible for any information that you or others publish or store on the Personal Web. You must ensure that the intended recipient of any content made available through the Personal Web is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Northland reserves the right, but disavows any obligation, to remove, block or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements and material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of the AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings and audio recordings. Northland may remove or block content contained on your Personal Web and terminate your Personal Web and/or your use of the Internet Service if we determine in our sole discretion that you have violated the terms of the AUP.

5. **Network, Bandwidth, Data Storage and Other Limitations.** In addition to your obligation to not place an excessive burden on the network as noted in Section 2(w) of the AUP, you must comply with all current bandwidth, data storage and other limitations on the Internet Service established by Northland and its suppliers. Further, you may only access and use the Internet Service with a dynamic Internet Protocol ("") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Internet Service with a static IP address or use any protocol other than DHCP unless you are subject to an Internet Service plan that expressly permits otherwise.

You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web features) does not improperly restrict, inhibit or degrade any other user's use of the Internet Service, nor represent (in the sole judgment of Northland) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Northland's ability to deliver the Internet Service and monitor the Internet Service, backbone, network nodes and/or other network services.

6. **Violation of AUP.** Northland does not routinely monitor the activity of Internet Service accounts for violation of the AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Internet Service. Although Northland has no obligation to monitor the Internet Service and/or the network, Northland and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content from time to time to operate the Internet Service, to identify violations of the AUP and/or to protect the network, the Internet Service and Northland users.

Northland prefers to advise Users of inappropriate behavior and any necessary corrective action. Northland may contact Users by U.S. Mail, telephone, email or other forms of communication. You must promptly respond to any request by Northland for a response to such communication. In the event the Internet Service is used in a way that Northland or its suppliers, in their sole discretion, believe violates the AUP, Northland or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Internet Service. You agree that Northland, its affiliates, suppliers or agents will have no liability for any of these responsive actions. These actions are not Northland's exclusive remedies and Northland may take any other legal or technical action it deems appropriate.

Northland reserves the right to investigate suspected violations of the AUP, including the gathering of information from the User(s) involved and the complaining party, if any, and the examination of material on Northland's servers and network. During an investigation, Northland may suspend the account or accounts involved and/or remove or block material that potentially violates the AUP. You expressly authorize Northland and its suppliers to cooperate with (a) law enforcement authorities in the investigation of suspected legal violations, and (b) system administrators at other Internet service providers or other network or computing facilities in order to enforce the AUP. This cooperation may include Northland providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name and other account information. Upon termination of your account, Northland is authorized to delete any files, programs, data and email messages associated with your account.

The failure of Northland or its suppliers to enforce the AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of the AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NORTHLAND AND ITS PARENT COMPANY, SUBSIDIARIES AND SUPPLIERS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM YOUR ENGAGEMENT IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE AUP OR RESULTING FROM YOUR VIOLATION OF THE AUP OR OF ANY OTHER POSTED NORTHLAND POLICY RELATED TO THE INTERNET SERVICE. YOUR INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE SUBSCRIBER AGREEMENT.

7. **Revisions of the AUP by Northland.** Northland reserves the right to revise, amend or modify the AUP and other policies and procedures at any time and in any manner. Any revision, amendment or modification will be posted on Northland's website, which you agree to review periodically for additional or amended terms and policies. All revisions of the AUP are effective immediately upon posting to the [www.yournorthland.com](http://www.yournorthland.com) website. In the event of any conflict between any Subscriber Agreement and the AUP, the terms of the AUP will govern.

All Sections of the Customer Service Policy, as well as Sections A(1), A(3), A(4), A(5), A(7), A(17), A(29), A(30), A(31), A(32), B(5), B(6) and B(7) of these Terms and Conditions of Services, shall survive termination of the Subscriber Agreement.

## TIVO SERVICE AGREEMENT – UPDATED AUGUST 2008

### Introduction

Welcome to TiVo and 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 ("Agreement").

### The TiVo Service and the Privacy Policy

**1. Terms of Service.** The TiVo logo on your Digital Video Recorder (your "TiVo DVR") 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 Agreement. TiVo may at its discretion change the terms of this Agreement. Such changes are effective upon notification by TiVo. We encourage you to check [www.tivo.com/privacy](http://www.tivo.com/privacy) or call TiVo Customer Service at 1-877-367-8486 for a copy of the current TiVo service agreement. If you are dissatisfied with any changes to this Agreement, you may cancel your use of the TiVo service as provided in Section 15 ("Termination of Service").

**2. 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 User Information (as defined in TiVo's Privacy Policy) and will not disclose any of your User Information except as permitted in TiVo's Privacy Policy. A copy of TiVo's Privacy Policy is included in the product manual and the latest version can always be found via our web site at [www.tivo.com/privacy](http://www.tivo.com/privacy). Please read it carefully before using the TiVo service. By using the TiVo service, you agree to the terms and conditions of our Privacy Policy and affirm that you understand the options TiVo provides to you with regard to your User Information. TiVo will notify you of any substantial and material changes to the Privacy Policy and the latest Privacy Policy can always be accessed through our web site at [www.tivo.com/privacy](http://www.tivo.com/privacy).

**3. The TiVo Service.** The TiVo service consists of program guide information and the following features: (a) Season Pass® recording – automatically finds and records every episode of a series all season long; (b) WishList® search – finds and records programs that feature your favorite actor, director, team or even topic; (c) Smart Recording – automatically detects program line-up changes for your cable/satellite provider and adjusts recording times so you don't have to worry about the details; (d) TiVo Suggestions – TiVo can be programmed to suggest and auto-record programs that may match your interests; and (e) Parental Controls – lock channels or set ratings limits based on content. Each of these features is part of the "TiVo service." The "TiVo service" means these features and any additional features and functionality of the TiVo DVR that TiVo may, at its discretion and from time to time, offer.

**3.1 Online Scheduling Feature.** The TiVo service enables you to schedule recordings on a TiVo DVR with a USB port on the rear panel of the TiVo DVR using the Internet. The terms and conditions governing the use of the Online Scheduling feature are contained in the TiVo Website Terms and Conditions, available at [www.tivo.com/webpolicy](http://www.tivo.com/webpolicy). Please note that when you activate a TiVo service subscription, the Online Scheduling feature is always turned on. The Online Scheduling feature cannot be turned off unless this Agreement is terminated. This means that if you purchase your network-enabled TiVo DVR with Product Lifetime Service from another individual, the seller will be able to schedule recordings to the TiVo DVR until you contact TiVo and have the TiVo service subscription for the TiVo DVR transferred to your own account.

**3.2 Graphical Elements.** From time to time, your TiVo DVR may cause graphics and/or text to be superimposed over commercial advertisements or present you with other advertising viewing options. For example, graphic "tags" may permit you to press the Thumbs Up button to (i) schedule a recording of an advertised program; (ii) view special video clips or other information about the advertised product or service; and/or (iii) perform some other action. Any such tags are placed on top of the commercial advertisements by TiVo or its licensees on behalf of the advertiser and not at the direction of any other party.

**3.3 Network-Enabled TiVo Service Features.** You must have a network-enabled TiVo DVR to use any network-enabled TiVo service features such as music, photos and Multi-Room Viewing (see Section 3.3.1 below), access to PC-Based Media (see Section 3.3.2 below), TiVoToGo feature (see Section 3.3.3 below), and third party download or streaming services. A network-enabled TiVo DVR has an established network connection through the TiVo DVR's built-in USB port (including a wired (Ethernet) or wireless USB network adapter); is running a TiVo software version that supports home networking; and has an active subscription to the TiVo service. Some network-enabled TiVo service features require installation of the then-current TiVo Desktop application ([www.tivo.com/desktop](http://www.tivo.com/desktop)) on a home computer that is connected to the same home network as your TiVo DVR. Some TiVo service features require a broadband connection to the Internet through the home network. The Multi-Room Viewing feature requires two network-enabled TiVo DVRs that are enabled for Multi-Room Viewing. The TiVoToGo feature requires a TiVo DVR that is running a TiVo software version that supports that feature.

Not all TiVo DVRs are able to use network-enabled features. Moreover, even among TiVo's network-enabled DVRs, the Multi-Room Viewing feature may not permit particular TiVo DVRs to transfer content among one another due to compatibility issues among manufacturers or copy protection mechanisms used by copyright owners, studios or broadcasters. In addition, the TiVoToGo feature may not permit particular TiVo DVRs to transfer content to home computers for the same reasons. Please visit our TiVo Home Media Features FAQs at [www.tivo.com/mediafaq](http://www.tivo.com/mediafaq) for details.

The Multi-Room Viewing and TiVoToGo features are also turned on by default when you subscribe to the TiVo service. You may turn these features off using Manage My Account at [www.tivo.com/manage](http://www.tivo.com/manage).

**3.3.1 Multi-Room Viewing Feature.** You must have at least two (2) TiVo network-enabled DVRs each with a TiVo service subscription to take advantage of the Multi-Room Viewing feature. The Multi-Room Viewing feature is intended solely to enable the transfer of content among TiVo DVRs within a single household. Using the Multi-Room Viewing feature, you may transfer content only among TiVo DVRs on the same TiVo account and only among TiVo DVRs on the same network subnet. For example, if one TiVo DVR in your home resides on your network at 192.168.1.5, any TiVo DVR used for Multi-Room Viewing must reside on that same network, having an IP address of 192.168.1.x. Any TiVo DVR that resides on a different network, such as a TiVo DVR with an IP address of 192.168.2.5, is not permitted to participate in Multi-Room Viewing. In addition, you may only transfer content among ten (10) TiVo DVRs on a single TiVo account within your household. Unauthorized transfers or distribution of copyrighted works outside of your home may constitute an infringement of the rights of copyright holders. TiVo reserves the right to terminate the TiVo service accounts of users who transfer or distribute content in violation of this Agreement either to an unauthorized device or otherwise.

**3.3.2 Access to PC-Based Media.** Access to media that is stored on your home computer ("PC-based media") via your TiVo DVR is provided through the TiVo Desktop application, which is available at [www.tivo.com/desktop](http://www.tivo.com/desktop). The [TiVo Desktop](#) application permits you to access PC-based media from your TiVo DVR via your home network.

The TiVo Desktop application itself does not contain any security mechanisms that would prevent third parties from accessing your home network. If your home network has Internet access but does not include a firewall, information on your home network can be easily seen by anyone on the Internet. Most firewall products stop all traffic originating from the Internet, protecting your systems from malicious network attacks or curious browsers interested in the files you have on your computer. A firewall can be installed to protect an individual computer or to protect a whole home network. Because the TiVo Desktop application makes media (e.g., music, photos) you publish to your TiVo DVR available on your home network, TiVo recommends that you install a firewall that protects your home network. If your network does not include a firewall, Internet users may be able to access PC-based media on your network or other information on your computer, such as personal financial data. TiVo strongly suggests you take steps to protect your home network from unwanted intruders. Routers and home gateways, available at most electronics stores, may include a firewall meant to protect your home network.

Some third-party PC-based applications may also enable access to PC-based media through your TiVo service. Such applications may or may not include built-in security mechanisms. TiVo is not responsible for and does not warrant the use, behavior, or performance of such applications.

TiVo service features that enable access to PC-based media are intended solely to enable you to access media that resides on your home computer for personal, noncommercial use. Viewing or listening to media from third party sources could subject your TiVo DVR and/or home computer to harm and may infringe the copyrights of third parties.

**3.3.3 TiVoToGo Feature.** The TiVoToGo feature is intended to enable you to transfer a copy of a program that you have recorded on a TiVo DVR to one or more home computers or other portable viewing devices (collectively referred to as "Personal Viewing Devices") within the same household using the TiVo Desktop application. Once a copy of a program is stored on a home computer, the TiVo Desktop application enables you to select the program for viewing on Personal Viewing Devices using third party media player applications. TiVo is not responsible for and does not warrant the use, behavior, or performance of such third party applications.

Using the TiVoToGo feature, you may transfer content only between TiVo DVRs to Personal Viewing Devices on the same network subnet. For a discussion of network subnets, please see Section 3.3.1 above. The TiVoToGo feature is provided solely for personal, non-commercial use. Unauthorized transfers or distribution of copyrighted works outside of your home may constitute an infringement of the rights of copyright holders. TiVo reserves the right to terminate the TiVo service accounts of users who transfer or distribute content in violation of this Agreement—either to an unauthorized device or otherwise.

The TiVoToGo feature includes security measures designed to prevent infringement of copyrighted works. You agree not to take any steps to defeat any TiVo security measures or to use any third party applications that may bypass any TiVo security measures.

Not all programs may be transferred using the TiVoToGo feature. For example, programs that include copy protection mechanisms may not be transferred to a Personal Viewing Device using the TiVoToGo feature. Similarly, programs that may be blocked using Parental Controls may not be transferred to a Personal Viewing Device using the TiVoToGo feature. Before such programs may be transferred using the TiVoToGo feature, you must temporarily turn Parental Controls off. The TiVo Desktop application does not include Parental Controls for programs stored on your home computer. If you do not want minors to view particular programs on a Personal Viewing Device, do not transfer them using the TiVoToGo feature.

Your home computer must meet certain minimum technical requirements and you must have adequate storage space available on your home computer to use the TiVoToGo feature. Because your home computer may need available space on your home computer's storage device to run properly and accommodate routine tasks, TiVo recommends that you carefully monitor the amount of available storage on your home computer. The programs transmitted from your TiVo DVR may require large amounts of space relative to other files on your home computer, and the TiVo Desktop application does not monitor the amount of available storage on your home computer. You agree that TiVo is not responsible for your inability to use the TiVoToGo feature or your home computer based on lack of available storage on your home computer or your home computer's failure to meet the minimum technical requirements.

**3.3.4 Note About Privacy and TiVo Desktop Application.** Please review TiVo's Privacy Policy located at [www.tivo.com/privacy](http://www.tivo.com/privacy), which is incorporated herein by reference. Unless you have changed your privacy preferences, when you use the features enabled by the TiVo Desktop application, TiVo collects anonymous information about the use of these features, but that does not identify you as an individual or household. This anonymous information is treated the same as Anonymous Viewing Information under TiVo's Privacy Policy. In other words, there is no personally identifiable information associated with this data that could identify the data as coming from you or your household.

**4. We Don't Control Third-Party Content!** The TiVo service gives you the ability to access audio, video, and other media over which TiVo exercises no editorial or programming control ("Third Party Content"). You understand that: (a) TiVo does not guarantee the access to or the ability to record, display, or transfer any particular program; (b) programming is not under TiVo's control; (c) programming providers may restrict or limit the ability to record, display, view or transfer particular programs by using a variety of copy protection mechanisms; (d) content providers may restrict or revoke access to their content at any time; (e) TiVo is not responsible for and has no editorial control over any Third Party Content; and (f) TiVo has no control over the distribution of such content. You agree that TiVo will have no liability to you, or anyone else who uses your account and TiVo DVR, with regard to any Third Party Content.

**5. Third Party Content Is Copyrighted.** You also understand that the Third Party Content is the copyrighted material of the third party that supplies it, is protected by U.S. copyright law and other applicable laws, and may not be reproduced, used to prepare derivative works, distributed, performed publicly or displayed publicly 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, other limitations on exclusive copyrights in the U.S. copyright laws, or comparable provisions of foreign laws. You hereby agree and declare that any and all Third Party Content accessed or transferred using the TiVo service or the TiVo Desktop application are for personal, non-commercial use and that the TiVo service or the TiVo Desktop application will not be used for Third Party Content to be copied or displayed before a public audience without authorization from the appropriate rights holder. Unauthorized copying or distribution of copyrighted works may constitute an infringement of the copyright holders' rights. TiVo reserves the right to terminate the accounts of users of any TiVo service or software who infringe the copyrights of others. In addition, steps intended to defeat or bypass security measures which are designed to prevent infringement of copyrighted works may be illegal under U.S. law or comparable foreign laws. TiVo reserves the right to terminate the TiVo service accounts of users who develop or use any method to defeat or bypass such security measures and to take any other necessary or appropriate action to prevent infringement of copyright holders' rights.

**6. Changes to Your TiVo Service.** TiVo may at its discretion and from time to time change, add, or remove features and functionality of the TiVo service or the TiVo DVR without notice. If you are dissatisfied with any such changes to the TiVo service, you may cancel your use of the TiVo service as provided in Section 15 ("Termination of Service"). TiVo reserves the right to discontinue one, some, or all of the features of the TiVo service you receive at any time at its discretion. TiVo may at its discretion discontinue the provision of software updates to certain TiVo DVRs. This means that while other TiVo DVRs may receive continued software updates and functionality, TiVo is not required to provide such updates to your TiVo DVR. Additionally, the level of service TiVo provides may not be the same on each TiVo DVR; a given TiVo DVR may support different features and functionality, and TiVo is under no obligation to provide all features and functionality to your TiVo DVR.

#### **Activating and Using the TiVo Service**

**7. Your TiVo DVR Won't Work Without the TiVo Service! A subscription to the TiVo service is required in order for your TiVo DVR to have any functionality. No functionality is represented or should be expected from the TiVo DVR without a paid subscription to the TiVo service.**

**8. 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.

**9. Subscription Fees and Service Commitment.** You agree to pay your subscription fee in advance. Your subscription fee will cover the TiVo service received via a TiVo DVR authorized by TiVo to enable the TiVo service. You have a choice of subscription payment options that may change over time. TiVo reserves the right to discontinue any subscription payment option at any time without notice. You may switch payment options at the end of each period. If for any reason you need to reactivate your subscription, you may be charged a reactivation fee. If you are signing up for the TiVo service under a promotional subscription fee, some additional restrictions may apply. If you have multiple TiVo service subscriptions under the same account information, additional terms and conditions may apply. Whatever your subscription payment option, your subscription fee does not include any services, features or functionality other than the TiVo service. WITH RESPECT TO ANY NEW TIVO SERVICE SUBSCRIPTION ACTIVATED ON OR AFTER SEPTEMBER 6, 2005, YOU AGREE TO SUBSCRIBE TO THE TIVO SERVICE FOR NO LESS THAN 12 MONTHS OR LONGER DEPENDING UPON YOUR SERVICE SUBSCRIPTION PLAN (THE "SERVICE COMMITMENT"). IF YOU FAIL TO MEET THE SERVICE COMMITMENT BY CANCELLING YOUR SUBSCRIPTION TO THE TIVO SERVICE (OR IF TIVO TERMINATES YOUR SUBSCRIPTION TO THE TIVO SERVICE DUE TO A BREACH OF THIS AGREEMENT), YOU AGREE THAT TIVO MAY CHARGE YOU THE EARLY TERMINATION FEE AGREED TO BY YOU AT THE TIME YOU SUBSCRIBED TO THE TIVO SERVICE, AND YOU AGREE TO PAY ANY SUCH EARLY TERMINATION FEE.

**10. Telephone Access and Possible Charges.** The TiVo service is accessed through a standard telephone line and is available as a local call in most areas. In some areas, local and long-distance toll charges may apply. The TiVo service may also be available through the Internet with a broadband connection. However, TiVo does not make any assurances about the availability or functionality of the TiVo service over a broadband connection. Firewall protection is strongly advised for any broadband Internet connections to protect your TiVo DVR from viruses and other harmful things. You are responsible for any telephone or broadband service charges incurred as a result of using or accessing the TiVo service and acknowledge and agree that you will be solely responsible for all disputes with any telephone company or Internet service provider related to the same.

**11. Payment Authorization.** If you choose a subscription option with recurring payments (including any pre-paid subscription option which reverts to a monthly payment plan at the expiration of the pre-paid period), you agree that TiVo may automatically charge the subscription fee to your credit or charge card at the beginning of each period. Your TiVo service access will not be established until TiVo has verified that the credit card information you provide us for payment is accurate and that your credit card account is in good standing. You further agree that TiVo may charge any other applicable fees, including any early termination fee, to your credit card. TiVo may, as necessary, extend the expiration date of your credit card in order to ensure continued service. TiVo may, at its discretion, change the TiVo service fees, early termination fee, restocking fee and any other fee, from time to time, and charge fees (which TiVo may also change) for features and functionalities that are not a part of the TiVo service. TiVo will notify you 30 days in advance of any fee changes or new fees applicable to your TiVo service subscription; you may obtain the fees currently in effect at any time by contacting TiVo Customer Support at 1-877-367-8486. You are responsible for reviewing your credit card statement for billing accuracy. You have 90 days to dispute any billing that you feel is inaccurate. If you do not contact TiVo within 90 days of the disputed billing date, TiVo will not be responsible for any billing errors. TiVo reserves the right to suspend or terminate your TiVo service without notice upon rejection of any credit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to TiVo when TiVo believes you are liable for the charges. You agree to pay a late charge on all amounts due which remain unpaid for 30 days. The late charge will equal 1.5% of the past due amount, or the highest rate allowed by law, whichever is less, per month until paid. 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.

**12. Using the TiVo Service.** You may access and use the TiVo service only with a TiVo DVR that is authorized to receive the TiVo service and you agree not to tamper with or otherwise modify your TiVo DVR. Among other things, this means that you may access and use the program guide information only on a TiVo DVR that is authorized to receive it. The TiVo service is provided for your personal, non-commercial use, and may not be resold, in whole or in part. Except as expressly provided in this Agreement, you may not transfer the TiVo service. By using the TiVo service, you agree to receive all software updates and upgrades that TiVo sends to your TiVo DVR. If your TiVo DVR accesses the TiVo service (regardless of your payment or subscription status), you acknowledge and agree that you are a user of the TiVo service and are bound by the terms of this Agreement.

**13. Advertising and Promotions.** The TiVo service is advertiser supported. The hard disk drive of your TiVo DVR contains reserved space in addition to the advertised recording capacity. TiVo reserves the right to send content (including advertising and promotional material) to such reserved portions of your TiVo DVR's hard disk drive as part of the TiVo service. In order to send such content, you agree that TiVo may tune your TiVo DVR to a particular channel at a particular time.

**14. Product Lifetime Subscriptions.** A "Product Lifetime Subscription" to the TiVo service covers the life of the TiVo DVR you buy – not the life of the subscriber. The Product Lifetime Subscription accompanies the TiVo DVR in case of ownership transfer. The subscription remains in effect if the TiVo DVR needs to be repaired or replaced due to a malfunction (see manufacturer or retailer warranty details) or even if you upgrade your TiVo DVR to increase storage capacity (though such upgrades, if not performed by TiVo or a TiVo-authorized third party, will void the warranty on your TiVo DVR and constitute a breach of this Agreement). Because a Product Lifetime Subscription is linked to a particular TiVo DVR, you may not transfer it to any other TiVo DVR unless all the following conditions apply: (a) the TiVo DVR is being replaced pursuant to the manufacturer's or retailer's warranty; and (b) the TiVo DVR being replaced is of the same make and model as the replacement TiVo DVR; and (c) you provide us with a proof of replacement by the manufacturer or retailer. TiVo reserves the right to charge you a fee to transfer Product Lifetime Service from a TiVo DVR being replaced to a replacement TiVo DVR. Each TiVo DVR purchased requires its own TiVo service subscription and activation. Of course, hardware products don't last forever and their lifespan will vary. TiVo makes no warranties or representations as to the expected lifetime of the TiVo DVR (aside from the manufacturer's or retailer's warranty).

**15. Termination of Service.** Subject to any Service Commitment to which you may be bound, 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 TiVo Customer Support at 1-877-367-8486. **Please note that without a subscription to the TiVo service, your TiVo DVR will not work! Please see Section 7, above.** The TiVo service will be terminated at the end of the service period for which you have paid and unused subscription fees are nonrefundable. If you terminate your account or this Agreement before meeting any applicable Service Commitment, TiVo reserves the right to charge you

the early termination fee agreed to by you at the time you subscribed to the TiVo service. Notwithstanding anything to the contrary in this Agreement, TiVo retains the absolute right to immediately suspend or terminate your account, and terminate this Agreement, if the charges to your credit card for the fees described in Section 9 ("Subscription Fees and Service Commitment") and Section 11 ("Payment Authorization") are refused for any reason, if you breach any provision in this Agreement, if you misuse the TiVo service, and/or if you alter your TiVo DVR or use the TiVo service or software in such a manner as to infringe upon the intellectual property rights of TiVo or any third party. In addition, TiVo reserves the right to terminate your account and this Agreement for any other reason or no reason if TiVo gives you at least 30 days advance notice of such termination. 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.

## **Ownership, Open Source Software, Disclaimers and Liability Limitations**

**16. Title to Software and Intellectual Property.** You may need to use certain software programs in your TiVo DVR to use or have full access to certain features of the TiVo service. You received certain software in your TiVo DVR at the time of purchase and other software programs may be delivered to your TiVo DVR by TiVo from time to time, which you are obligated to accept. You may use such software solely in executable code form and solely in conjunction with your TiVo DVR. Your use of such software is subject to the terms of this Agreement. TiVo retains title to and ownership of all the software for the TiVo DVR and certain intellectual property rights in the TiVo DVR. TiVo also retains ownership of all TiVo copyrights and trademarks. In the case of third party software delivered by TiVo to the TiVo DVR, the applicable third party retains title to and ownership of its software, copyrights and trademarks. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes either the TiVo DVR or the software of the TiVo DVR is strictly prohibited, except as expressly set forth in Section 17 ("Open Source Software"). If you install the TiVo Desktop application on your home computer, ownership and the other terms of such use are governed by the applicable end user license agreement to which you must agree prior to installation.

**17. Open Source Software.** Certain components of the software for the TiVo DVR are subject to the GNU General Public License Version 2, or other so-called open source licenses ("Open Source Software"). Open Source Software is not subject to the restrictions Section 16 ("Title to Software and Intellectual Property"), and is subject to the license terms under which TiVo distributes such Open Source Software. In compliance with the terms of certain Open Source Software licenses like the GNU General Public License Version 2 ("GPLv2"), TiVo makes certain modifications to Open Source Software that TiVo uses, modifies and distributes pursuant to such licenses available to the public in source code form at [www.tivo.com/source](http://www.tivo.com/source). You are free to use, modify and distribute Open Source Software so long as you comply with the terms of the relevant Open Source Software license. In particular, the GPLv2 is available in the product manual or at [www.gnu.org/copyleft/gpl.html](http://www.gnu.org/copyleft/gpl.html).

**18. 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), INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE, COPYRIGHT INFRINGEMENT AND/OR TRADEMARK INFRINGEMENT AGAINST TIVO OR THE TIVO SERVICE, RELATING TO OR ARISING OUT OF YOUR BREACH OF ANY TERM OF THIS AGREEMENT, YOUR MISUSE OF THE TIVO SERVICE, OR YOUR UNAUTHORIZED MODIFICATION OR ALTERATION OF THE TIVO DVR OR SOFTWARE FOR THE TIVO DVR (OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 17 ("OPEN SOURCE SOFTWARE")).

**19. 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, ALLOW YOU TO RECORD, VIEW OR TRANSFER ANY PARTICULAR PROGRAMMING, 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), THAT ANY DEFECTS IN THE TIVO SERVICE WILL BE CORRECTED OR THAT THE TIVO DVR OR TIVO SERVICE WILL BE COMPATIBLE WITH ANY OTHER SPECIFIC HARDWARE OR SERVICE. FURTHER, TIVO DOES NOT WARRANT THAT THE TIVO SERVICE OR THE TIVO SERVERS THAT PROVIDE YOU WITH DATA AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT TIVO) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION. TIVO ALSO ASSUMES NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR TIVO DVR, TIVO SOFTWARE, OR OTHER HARDWARE. TIVO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE TIVO SERVICE OR TIVO SOFTWARE, 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, the last sentence of this section may not apply to you.

**20. 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, USE OF USER INFORMATION, 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 EVENT WILL TIVO'S OR ITS SUPPLIERS' 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 AGREEMENT. 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. Additionally, this provision is not intended to limit TiVo's liability in the event of TiVo's willful or intentional misconduct. Moreover, if TiVo mistakenly or wrongfully overcharges your account, this section does not limit TiVo's obligation to refund such mistakenly or wrongfully overcharged amounts.

## **General**

**21. 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. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You and TiVo agree to submit to the exclusive personal jurisdiction of the courts located within the county of Santa Clara, 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 will be in English. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language. This document, the Website Terms and Conditions (available at [www.tivo.com/webpolicy](http://www.tivo.com/webpolicy)), the TiVo Multi-Service Discount Agreement (available at [www.tivo.com/privacy](http://www.tivo.com/privacy)), and the terms of any applicable written Service Commitment offer from TiVo accepted by you represent the entire agreement governing your use of and subscription to 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 does not constitute a waiver or relinquishment of TiVo's right to do so at any time. Sections 7 ("Your TiVo DVR Won't Work Without the TiVo Service!"), 9 ("Subscription Fees and Service Commitment"), 10 ("Telephone Access and Possible Charges"), 11 ("Payment Authorization"), 12 ("Using the TiVo Service"), 16 ("Title to Software and Intellectual Property"), 17 ("Open Source Software"), 18 ("Indemnity"), 19 ("Warranty Disclaimer"), 20 ("Limitations of TiVo's Liability"), and 21 ("Miscellaneous") survive any termination or expiration of this Agreement.

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.

TiVo Service Agreement v20080801

## **TIVO PRIVACY POLICY - UPDATED JANUARY 2010**

### **Preamble**

TiVo Inc. ("TiVo") is committed to protecting the privacy of your personal information. The TiVo Privacy Policy is published on the World Wide Web at [tivo.com/privacy](http://tivo.com/privacy). We have printed it here for your convenience, but we encourage you to check the web site or call us for a copy of the current Privacy Policy.

## Summary of the TiVo Privacy Policy

TiVo knows how important personal privacy is to you, so we have designed our system and established strict policies to help protect the privacy of your Personally Identifiable Viewing Information. In summary, we want you to know that:

- The TiVo DVR collects certain types of information from its users, including Anonymous Viewing Information, Diagnostic Information, Commerce Information, and Service Information (each as defined below).
- Unless you specifically give prior consent, TiVo does not collect or access any Personally Identifiable Viewing Information (as defined below) from your TiVo DVR except as necessary to provide service to Your TiVo DVR. Without your consent, TiVo does not keep track of what shows you — as an individual or household — have watched, recorded, or rated with “Thumbs Up” or “Thumbs Down.”
- TiVo does collect Anonymous Viewing Information; that is, information about viewing choices made while using your TiVo DVR, but that does not identify you as an individual or household. In other words, there is no personally identifiable information associated with your Anonymous Viewing Information that could identify the Anonymous Viewing Information as coming from you or your household. You can elect to block TiVo from collecting Anonymous Viewing Information.
- TiVo also collects Diagnostic Information from a small number of randomly sampled TiVo DVRs for quality control purposes. If you subscribe to the TiVo Plus Service and don't want your Anonymous Viewing Information and Diagnostic Information used in any way, simply tell us by writing to us or calling us at 1-877-367-8486.
- If you affirmatively elect to engage in a commercial transaction such as responding to an advertisement or promotion, TiVo will collect and disclose your Commerce Information (as defined below) to the commerce partner fulfilling the transaction.
- If you affirmatively elect to use the Online Scheduling feature or download content such as video podcasts to your TiVo DVR using a TiVo content delivery service (“CDS”), TiVo will collect the Personally Identifiable Viewing Information associated with fulfillment of your individual request(s). Use of the Online Scheduling feature or content delivery service does not change your privacy preferences with respect to viewing choices made in the privacy of your household. Use of other advanced features, however, may require you to change your privacy preferences.
- TiVo intends to make available new services in the future. These services will be governed by the privacy policies of the respective service providers.
- Note to Customers with more than one TiVo DVR: Generally, TiVo will cause all of all the TiVo DVRs on your account to have the same “opt” status. See Sec. 2.9 of the Privacy Policy for further details.

## TiVo Privacy Policy

Please read this Privacy Policy carefully. It provides important information on how your privacy is protected when using the TiVo service.

To provide you with a better, more satisfying television experience, TiVo Inc. (“TiVo”) collects and uses certain types of information, as described in this Privacy Policy. The User Information (defined below) you provide to the TiVo Digital Video Recorder (referred to in this Privacy Policy as your “TiVo DVR”) in your house and to us at TiVo enables your TiVo DVR to select programs you want it to record and to suggest programs you might enjoy.

By using your TiVo DVR and the TiVo Service, you consent to the provisions of this Privacy Policy including the privacy preferences set forth in Section 4.1. This Privacy Policy explains our commitments to your privacy in the following areas:

### 1. What does TiVo mean by User Information?

In discussing the kind of information TiVo collects, you should know the difference 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 “User 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 User Information.

**1.1 “Account Information”** means information about you and your TiVo DVR, including your Contact Information (defined below) and other information linked to your Contact Information such as the model and Service Number of your TiVo DVR, your ZIP code, software version used, your TV programming source (cable, satellite, or antenna), the type of cable hook-up (digital or analog) and level of TiVo Service (TiVo Basic, TiVo Plus, premium services, etc.), privacy preferences, and the cable or satellite box model that you use. You provide us with this information when you set up your TiVo DVR. Account Information also includes information we may receive about you in a communication from you or a Third Party.

**a “Contact Information”** means information that allows someone to identify or contact you, including, for example: your name, address, telephone number, and e-mail address. Contact Information is a subset of Account Information and is thus linked to your TiVo DVR's Service Number. Your ZIP code by itself, while part of your address, is not Contact Information because your ZIP code alone does not allow someone to identify or contact you.

**b “Service Information”** means information necessary for TiVo to provide service to your TiVo DVR. Examples of Service Information include your software version number, your TV programming source, level of service, program ratings, recording preferences, and the success status of the last attempted service connection (e.g., periodic call). Some of this information may be personally identifiable, and is transmitted to TiVo when connected to the TiVo servers.

**1.2 “Personally Identifiable Viewing Information”** Your TiVo DVR uses your viewing information to tune, schedule, and record programs as well as to recommend programs for you. Other than Service Information, TiVo does not receive the Personally Identifiable Viewing Information stored on your TiVo DVR without your consent. Without your consent, no “tag” is added to the Anonymous Viewing Information transmitted from your TiVo DVR to TiVo that would enable TiVo to identify the TiVo DVR from which it came. If you expressly choose to allow TiVo to collect your Personally Identifiable Viewing Information, TiVo may use this information to provide the requested services as well as for surveys, audience measurement, and other legitimate business purposes.

The collection of Personally Identifiable Viewing Information is necessary to provide service to your TiVo DVR with respect to the use of certain advanced TiVo features. However, TiVo will not sell or otherwise disclose your Personally Identifiable Viewing Information to Third Parties (as defined in Section 3.1) without your express consent.

**1.3 “Anonymous Viewing Information”** We use Anonymous Viewing Information to develop reports and analyses about what programs, advertisements, and types of programming our users (as a whole or in subgroups) watch or skip, for other programming or advertising research, and for any other legitimate business purpose. 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

**1.4 “Diagnostic Information”** TiVo collects Diagnostic Information logs from a small number of randomly sampled TiVo DVRs for quality control and technical troubleshooting purposes.

**1.5 “Commerce Information”** means personally identifiable information that enables a commerce partner to fulfill your request to participate in a promotion or transaction. From time to time, TiVo may present special offers, enable you to purchase goods and services from TiVo, or Third Party advertisers or promoters, or both. You would be informed of such offers on screen while using the TiVo Service. Should you decide to take advantage of such an offer or engage in a transaction, TiVo will collect and communicate your relevant Contact Information and your interest in a specific offer or transaction to the commerce partner sponsoring the promotion or transaction. In addition to fulfilling your

request, that commerce partner may also use your Commerce Information to send you other information in which you might be interested consistent with its own privacy policies. This information is collected and disclosed by TiVo only upon your affirmative response to an offer.

**1.6 "Feature-Generated Request Information"** means personally identifiable information about television programming or other content that you request your TiVo DVR to record or identify using a content delivery service, a feature offered by a Third Party, or using certain TiVo features, such as TiVo Online Scheduling. Should you decide to use such a feature or service, TiVo will collect the Personally Identifiable Viewing Information associated with the fulfillment of your recording (or scheduling conflict) request. TiVo may use this Personally Identifiable Viewing Information as described in Section 2.2. If the feature or service is offered by a Third Party, TiVo will communicate to the Third Party the necessary Personally Identifiable Viewing Information to complete the transaction. In the case of Third Party service providers, the use of this information will be governed by the privacy policy of the respective Third Party service provider. TiVo collects this information only upon your affirmative choice to use a particular feature. NOTE: Depending on your level of TiVo Service and the model of your TiVo DVR, such features may not be available to you.

## 2. How does TiVo use my User Information?

**2.1 Account Information.** We use your Account Information to establish and provide you with your TiVo Service, provide the necessary resources to your TiVo DVR, offer you new services when they are available, and other legitimate business purposes. For example, we use your e-mail address to communicate with you regarding new services, and to exclude you from offers for services you may already have. We also use such information to create your account with TiVo and to bill you for the TiVo Service. Knowing your ZIP code, programming source, and information about your cable or satellite box model allows us to determine which programming information (e.g., times and channels of programs) to send to your TiVo DVR.

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

**2.2 Personally Identifiable Viewing Information.** Your TiVo DVR uses your viewing information to tune, schedule, and record programs as well as to recommend programs for you. Other than Service Information, TiVo does not receive the Personally Identifiable Viewing Information stored on your TiVo DVR without your consent. Without your consent, no "tag" is added to the Anonymous Viewing Information transmitted from your TiVo DVR to TiVo that would enable TiVo to identify the TiVo DVR from which it came. If you expressly choose to allow TiVo to collect your Personally Identifiable Viewing Information, TiVo may use this information to provide the requested services as well as for surveys, audience measurement, and other legitimate business purposes.

The collection of Personally Identifiable Viewing Information is necessary to provide service to your TiVo DVR with respect to the use of certain advanced TiVo features. However, TiVo will not sell or otherwise disclose your Personally Identifiable Viewing Information to Third Parties (as defined in Section 3.1) without your express consent.

**2.3 Anonymous Viewing Information.** We use Anonymous Viewing Information to develop reports and analyses about what programs, advertisements, and types of programming our users (as a whole or in subgroups) watch or skip, for other programming or advertising research, and for any other legitimate business purpose. 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.

**2.4 Diagnostic Information.** TiVo collects Diagnostic Information logs from a small number of randomly sampled TiVo DVRs for quality control and technical troubleshooting purposes.

**2.5 Commerce Information.** TiVo uses Commerce Information as described in Section 1.5.

**2.6 Feature Generated Requests Information.** TiVo uses Feature Generated Request Information for the purposes described in Section 1.6.

**2.7 Activating the TiVo Plus Service.** TiVo will cause all of the TiVo DVRs on your account to have the same "opt" status. This means that if you opt out of our collection of Anonymous Viewing Information and Diagnostic Information from one TiVo DVR, we will not collect Anonymous Viewing Information and Diagnostic Information from any of the TiVo DVRs. If you request that TiVo collect your Personally Identifiable Viewing Information from one TiVo DVR, TiVo collects Personally Identifiable Viewing Information from all of the TiVo DVRs on your account.

## 3. To Whom does TiVo give User Information?

**3.1 Generally.** We disclose aggregated Account Information and aggregated Anonymous Viewing Information and any reports or analyses derived therefrom, to unaffiliated third parties including advertisers, broadcasters, consumer and market research companies and other organizations ("Third Parties").

**3.2 Manufacturing and Service Provider Partners.** In certain instances we will disclose to our service provider partners (for example DIRECTV) the Account Information of users who receive a service from that partner. However, TiVo contractually binds our partners to comply with the provisions of this Privacy Policy. Our partners are legally liable for misuse of User Information.

**3.3 Contractors and Vendors.** We use contractors to help with some of our operations. Some of these contractors will have access to our databases of User Information on a temporary basis for specific tasks. TiVo also uses vendors to help with certain aspects of its operations, which may require disclosure of your User Information to them. For example, TiVo may use a vendor to communicate with you (via telephone, e-mail, or letter) about your TiVo Service or upcoming features or services, to mail rebate checks, to generate demographic profiles based on User Information of current TiVo Service users, and to perform other work that we might need to outsource. TiVo may additionally use a vendor to process and collect payment for your TiVo Service via your credit card. TiVo contractually binds these contractors and vendors to use your User Information only as necessary to perform the services they are asked to perform. Such contractors and vendors are legally liable for misuse of User Information.

**3.4 The "Corporate Family."** TiVo may share some or all of your User Information with any parent company, subsidiaries, joint ventures, or other companies under a common control (collectively "Affiliates"). In such event, TiVo will require its Affiliates to honor this Privacy Policy. If another company acquires TiVo, or acquires assets of TiVo that comprise or include your User Information, that company will possess the User Information collected by TiVo and it will assume the rights and obligations regarding your User Information as described in this Privacy Policy.

**3.5 Commerce Partners.** When you elect to participate in a special offer or engage in a transaction with TiVo or a Third Party advertiser or promoter, TiVo will collect and disclose your Commerce Information to the commerce partner sponsoring or fulfilling the promotion. In addition to fulfilling your request, that commerce partner may also use your Commerce Information to send you other information in which you might be interested consistent with its own privacy policies. This information is disclosed only upon your affirmative response to an offer. NOTE: Depending on your level of TiVo Service and the model of your TiVo DVR, such features may not be available to you.

**3.6 Factors Beyond Our Control.** Your privacy is very important to us. Due to factors beyond our control, however, we cannot fully ensure that your User Information will not be disclosed to Third Parties. For example, we may be legally obligated to disclose User Information to local, state or federal governmental agencies or Third Parties under certain circumstances (including in response to a subpoena), or Third Parties may circumvent our security measures to unlawfully intercept or access your User Information.

#### 4. What are my choices regarding TiVo's use of my User Information?

**4.1 Limits on TiVo's Collection, Use, and Disclosure of User Information.** The default privacy preferences, to which you hereby consent, allow TiVo to collect, use, and disclose Anonymous Viewing Information and Diagnostic Information logs, in addition to Account Information (including Contact and Service Information), in manners consistent with this Privacy Policy, but otherwise do not allow TiVo to collect Personally Identifiable Viewing Information. Commerce Information is collected, used, and disclosed only upon your affirmative response to an offer. Feature-Generated Request Information is collected, used, and disclosed only upon your affirmative choice to use a particular feature. You may be asked to change your privacy preference should you choose to select certain features that will require TiVo to collect certain Personally Identifiable Viewing Information in order to customize your viewing experience.

Even though Anonymous Viewing Information and Diagnostic Information do not include any Contact Information, you can request that TiVo block the collection of Anonymous Viewing Information and Diagnostic Information from your TiVo DVR. You can further opt not to receive communications that we send to you based on your Account Information; provided, however, that we will still send you communications TiVo deems important regarding your TiVo Service. 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. In all cases, however, we will collect and use your Account Information (including Service Information) to enable us to provide your TiVo DVR with the TiVo Service. If your TiVo DVR is receiving the TiVo Plus Service, you can choose to change your privacy preferences to allow TiVo to collect Personally Identifiable Viewing Information from your TiVo DVR.

If you would like to change your privacy preferences, you can (a) send TiVo a signed written request at the address given in Section 8.3, or (b) call us at 1-877-367-8486 to request a change. NOTE: Please see Section 9 for important provisions if you have a TiVo DVR eligible to receive the TiVo Basic Service. If you have multiple TiVo DVRs, see Section 2.7.

**4.2 Review and Update of Account Information.** We believe you have a right to know your Contact Information, billing information, and privacy preferences collected and stored by TiVo, and to update or change such information you believe is incorrect. You can make a request by telephone, mail, or via the web (if and when available) to review such information, and we will mail you a printout of such information. If you request that certain parts of such 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 such information pursuant to this Privacy Policy.

**4.3 How to Delete Information.** If you want to discontinue your TiVo Service, 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 they are destroyed.

#### 5. 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.

#### 6. What is the privacy policy for the TiVo Web Site?

We have a separate privacy policy that covers activities on our web site. 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 Policy will apply to the User Information you provide to us in those instances. If you use the TiVo web site to access certain features or services such as Online Scheduling, we may institute amendments and modifications to this Privacy Policy addressing the handling of your information in providing you such features or services to which you must agree if you wish to use such features or services.

#### 7. What about Home Network Applications?

TiVo DVRs connected to a home network may be able to discover Third Party applications on your personal computer or other network servers that can be accessed on your DVR. These applications are identified on the TiVo menu with a computer icon and may not conform to TiVo's privacy policy. You understand and acknowledge that TiVo is not responsible for any such Third Party applications you choose to access. We caution you not to enter any personal or sensitive information (such as social security or credit card numbers) while using an application unless you have verified it is from a source that you trust.

#### 8. How secure is my User Information?

When you contact us by e-mail or phone regarding your TiVo Service, we ask you for certain Account Information in order to verify your identity before accepting requests to make changes to your TiVo Service. 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 User Information.

TiVo uses industry-standard methods such as encryption to secure the communication of viewing information from your TiVo DVR to TiVo. In addition, TiVo uses industry-standard methods of securing its databases of User Information, including the use of firewalls. Except as provided elsewhere in this Privacy Policy, TiVo limits access to User Information databases to those persons in the TiVo 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 users. However, you should know that no company, including TiVo, can fully eliminate security risks associated with User Information.

#### 9. Special Considerations for TiVo Basic Service

The following features are not available to subscribers with the TiVo Basic Service:

- Online scheduling
- Content downloads
- TiVo Suggestions

If your TiVo DVR is receiving the TiVo Basic Service, the following items are true:

- You are not required to provide TiVo with any Contact Information from that TiVo DVR.
- You may not be able to consent to TiVo's collection of Personally Identifiable Viewing Information from that TiVo DVR.
- You may not opt out of TiVo's collection of Anonymous Viewing Information from that TiVo DVR.
- You may not opt out of TiVo's collection of Diagnostic Information from that TiVo DVR.
- Special offers and transactions may not be available to you.
- If you choose to provide us with Contact Information, you may not opt out from receiving communications in the future. However, you are not required to provide us with any Contact Information so long as that TiVo DVR is receiving the TiVo Basic Service.

**9.1 Activating the TiVo Plus Service.** When you activate a TiVo DVR that was receiving TiVo Basic Service to receive the TiVo Plus Service, and it is the only TiVo DVR on your account receiving the TiVo Plus Service, your TiVo DVR will provide Anonymous Viewing Information and Diagnostic Information to TiVo. You can opt in to the collection of Personally Identifiable Viewing Information or opt out of TiVo's collection of Anonymous Viewing Information and Diagnostic Information pursuant to the terms and conditions of this Privacy Policy.

**9.2 Reverting to the TiVo Basic Service.** If you decide to terminate your TiVo Plus Service, and your TiVo DVR is eligible to receive the TiVo Basic Service, that TiVo DVR retains the opt status that it had when the TiVo Plus Service is terminated. NOTE: Your TiVo DVR may not be eligible to receive the TiVo Basic Service. Consult your User's Guide to determine if your TiVo DVR is eligible to receive the TiVo Basic Service.

## 10 Anything else?

**10.1 Future Features, Services, and Amendments to this Privacy Policy.** We may add to or upgrade the TiVo Service to provide you with new features on an ongoing basis. We may also make available new services in the future. New services will be governed by the privacy policies of the respective service provider. To the extent that any new features or services could require amendments to this Privacy Policy to describe the treatment of User Information, these amendments are effective upon notice to you. In the event that we make a substantial and material change to our treatment of User Information, such as a change in the way that we collect, use, or disclose Personally Identifiable Viewing Information, we will notify you of such planned change and offer you the opportunity to alter your privacy preferences.

**10.2 Technical Problems.** Even though TiVo has taken significant steps to ensure that your User Information is never collected, used, or disclosed by TiVo except as set forth by this Privacy Policy, technical mistakes are possible. If such a mistake takes place, we will take commercially reasonable steps to correct it.

**10.3 Contact TiVo.** Our intention is to be diligent in protecting your privacy by strictly following our Privacy Policy. If you would like to make suggestions or find out more about our privacy practices, please call us at 1-877-367-8486 or send us a letter.

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

**10.4 Entire Agreement.** The term "including" in this Privacy Policy shall mean "including without limitation." This Privacy Policy supplements and is incorporated into the TiVo Basic Service Agreement, the TiVo Plus Service Agreement, and any other TiVo Service Agreements. This Privacy Policy constitutes the entire agreement, and replaces and supersedes all prior agreements, between you and TiVo concerning the subject matter discussed in this Privacy Policy. Use of your TiVo DVR with TiVo Service will signify your acceptance of this Privacy Policy.

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

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

TiVo Service Privacy Policy v20091001



*Northland is an equal employment opportunity employer.*

***Thank you for being our customer. We appreciate your business.***

Effective Date: 07/29/10