

December 6, 2007

## **MOXI PRIVACY POLICIES AND CALIFORNIA PRIVACY RIGHTS STATEMENT**

### **INTRODUCTION**

Digeo may collect and receive information from you through its websites as well as through the Moxi Service. Because your information is important to us, we have developed two different privacy policies; one for our websites and one for the Moxi Services. Additionally, we have provided your California Privacy Rights Statement with respect to the Moxi Service. You can find each of these privacy policies below. The following links make it easy to navigate to each policy and the California Privacy Rights Statement.

Moxi Services:        [Digeo Moxi Privacy Policy](#)  
                              [California Privacy Rights Statement](#)

Moxi Website:        [Digeo Website Moxi Privacy Policy](#)

### **DIGEO MOXI PRIVACY POLICY**

Digeo, Inc. (“Digeo”) provides the award-winning Moxi products and related services. These products are changing the way people watch television by bringing the viewer innovative capabilities, functions, opportunities and experiences. To provide you with the benefits of these products, Digeo collects and uses certain types of information from you. Digeo also believes that you should know what information we collect from you, as well as how that information is used, disclosed and protected. Digeo has created this Digeo Moxi® Privacy Policy (“Privacy Policy”) to explain our privacy practices and policies in connection with the Moxi® services.

### ***YOUR CALIFORNIA PRIVACY RIGHTS***

Pursuant to California Civil Code Section 1798.83(a), if you downloaded or otherwise received, installed or use the Moxi™ software and services, you may request the following information, which will be provided to you via either a writing or e-mail free of charge: (1) a list of the categories of personal information disclosed by Digeo to third parties for the third parties’ direct marketing purposes during the immediately preceding calendar year and (2) the names and addresses of all third parties that received personal information from Digeo for the third parties’ direct marketing purposes during the preceding calendar year and, if the nature of the third parties’ business cannot reasonably be determined from the third parties’ name, examples of the products or

services marketed, if known to Digeo, sufficient to give you a reasonable indication of the nature of the third parties' business.

Consumer requests for this information should be sent to [privacy@digeo.com](mailto:privacy@digeo.com).

### ***WHAT DOES THIS PRIVACY POLICY COVER?***

Except as noted in the next paragraph, this Privacy Policy applies to you if you downloaded or otherwise received, installed or use the Moxi software and services ("Services") on a television, a television set-top box, home media center, computer, entertainment device or other device providing similar functions (collectively, "Device"). We collect information relating to your use of the Services in order to provide services and features that are easy to use and responsive to your needs and interests. We also use this information to enhance our services and features, to give you superior customer service, to provide you with convenient access to our products and services, and to make a wider range of products available to you.

This Privacy Policy will not apply to you if you received the Services through a cable television provider or other video service provider (such as your telephone company or satellite service). In this event, the privacy policy established by your service provider will govern the collection and use of your personal information. If you have any questions as to which policy applies to you, please email us at [privacy@digeo.com](mailto:privacy@digeo.com).

This Privacy Policy applies to the use of the Services. This Privacy Policy does not apply to the use of Digeo's websites (such as [www.digeo.com](http://www.digeo.com) or [www.Moxi.com](http://www.Moxi.com)) except in the circumstances described in Section 5 of the Privacy Policy. The Website Privacy Policy that covers our activities on these web sites is in this document at the following link: [Digeo Website Moxi Privacy Policy](#). The provisions of the Website Privacy Policy regarding cookies and web beacons also apply to the use of [www.mymoxi.com](http://www.mymoxi.com) while the information you provide to us through [www.mymoxi.com](http://www.mymoxi.com) is covered by this Diego Moxi Privacy Policy

**Please read this Privacy Policy carefully. By downloading, installing and/or using the Moxi software or using our Services, you agree to the provisions of this Privacy Policy, including the privacy preferences explained in Section 3.1.**

**1. Digeo's Collection and Use of Information.** Digeo collects various categories of information in connection with the use of the Services. Some of this information specifically identifies you or your household. Some of the information is anonymous in that you or your household is not associated with the information. The following definitions provide a system for classifying this information. In general, we use "Customer Information" as a term that refers to any personally identifiable or anonymous information relating to you or your use of our Services. The following are more specific types of Customer Information.

**1.1 Account Information.** Account Information is information about your Service

account, including your Contact Information and Service Information (defined below) and other account related information such as the video service provider you use, the type of service you use (digital or analog), your Device type and model number, your level of service (e.g., basic or premium), the amount of use of any metered service or other similar usage information that is necessary for us to manage your account, your subscription to features or services offered through the Services and privacy preferences. Account Information also includes information we may receive through means other than the Service from you or a technology provider, service provider, third party website, or merchant involved in the development and/or provision of the functionality of the Device and/or the Services. However, Account Information does not include any Personally Identifiable Program Information, as defined below. We wish to tell you about two specific categories of Account Information.

"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 as it is linked to your account number. Your ZIP Code, without more, is not considered Contact Information because the ZIP Code, by itself, does not identify you or permit someone to contact you.

"Service Information" means information necessary for Digeo to provide Services to your Device. Examples of Service Information include your software version number, your television program or content service provider, level of service and the last attempted connection between your Device and Digeo's servers. The Service Information is always transmitted to Digeo when the Device is connected to the Digeo Services.

We use your Account Information to establish and service your account with us, bill you for our services, offer you new services as available, assist you in the use of your current services and other legitimate business purposes.

Registering for the Services constitutes a purchase, inquiry or application under the federal Do-Not-Call laws, and thus creates a business relationship between you and Digeo. From time to time, we may contact you by telephone or other methods to let you know about upcoming features in our Services or promotions that might interest you. By virtue of our business relationship, the federal Do-Not-call Registry does not preclude these offerings. To the extent the contact information you provide to Digeo includes one or more wireless devices, your provision of such information represents your permission to be contacted thereby and your receipt of notice that your wireless provider may charge you in connection with receipt of incoming calls. Contacting you may include the use of automated telephone dialing equipment. You may opt-out of the wireless or other communications described in this paragraph at any time; see Section 3.2 below for instructions.

We also use your Account Information in aggregate, anonymous form to better understand how our subscribers use our services, which services they use and who is

likely to be interested in receiving certain services and other legitimate business purposes.

**1.2 Program Information.** Program Information is information about the television program choices that you and those in your household make while using the Services. There are two types of Program Information

"Personally Identifiable Program Information" means Program Information that is linked to or associated with your Contact Information, but excludes any information described elsewhere in this Privacy Policy as Device Utilization Information or Service Information. ***Please note that we will not collect any Personally Identifiable Program Information without your express consent.***

Your Device uses Personally Identifiable Program Information to populate your "Favorites" filter with channels that you frequently choose, or select advertisements or other promotions that you may be interested in. We do not collect your Personally Identifiable Program Information without your consent. A method to consent is set forth below in Section 3.2. Upon receiving this information from your Device, we immediately "anonymize" the information by removing any identifier that can be associated with your personal Contact Information. If you expressly choose to allow us to collect your Personally Identifiable Program Information, we may use this information for surveys, audience measurement, and other legitimate business purposes.

"Anonymous Program Information" means Program Information that is **not** linked to or associated with information that allows someone to identify you. Anonymous Program Information may be associated with or include other Account Information or Commerce Information that does not allow us or anyone else to identify you. To help us provide and enhance the services and better understand its value to our customers, we receive this type of anonymous information from your Device as you use the Services. It allows us to understand usage of the Services and Devices at a ZIP Code level.

Anonymous Program Information helps us develop reports and analyses about how our customers use our Services and the Devices, what advertisements, programs and types of programming our subscribers watch or skip, and for other research such as research regarding behavioral inferences. We also use Anonymous Program Information to troubleshoot technical issues with our service and network. We also use Anonymous Program Information to compile statistics and reports of usage of the Service, such as "Most Watched" or "Most Recorded" programs. To enable technical support, Anonymous Program Information may be identified by an anonymous random number which is not connected to any of your personally identifiable information. To further protect your privacy, Anonymous Program Information does not include Contact Information or any other information that would identify any specific individual or household.

**1.3 Device Utilization Information.** Device Utilization Information is data that contains detailed information about the operation of a Device, such as memory

management, storage management, and internal environmental monitoring such as abnormal changes in components' temperatures and operating levels. Device Utilization Information also includes information as to your use of the Device and the Services such as use of games, the SuperTicker™ service or parental controls as well as the channel and time (but not the program) you have selected for viewing or recording. Device Utilization Information records are linked to your Account Information. Device Utilization Information does not include Program Information.

We use Device Utilization Information for technical troubleshooting, quality control, customer support and enhancement of the Services. We also use Device Utilization Information to communicate with you regarding the Services and the features available to you.

**1.4 Commerce Information.** Commerce Information is personally identifiable information (including Account Information) that enables a third party to fulfill your request to participate in a promotion or transaction or to obtain information from that party. Commerce Information includes only the personally identifiable information necessary for the third party to fulfill your request.

We may, through the Services, present you with opportunities to purchase goods and services, request specific product and/or service information or participate in special offers from us, sponsors, advertisers or other merchants. If you wish to take advantage of such an offer or engage in a transaction, we will communicate your relevant Contact Information and your interest in a specific offer or transaction to the party sponsoring the promotion or transaction. Such party may use your information to fulfill your request as well as to send you other information in which you may be interested in accordance with its own privacy policy. We will only disclose your Commerce Information in response to your request to take advantage of such an offer or engage in a transaction.

**1.5 Feature Information.** Feature Information is personally identifiable information about (i) television programming or other content that you request your Device to record or identify, (ii) a feature offered by a third party which you have requested through the Services or (iii) the use of certain features such as online scheduling.

If the feature or service is offered by a third party, Digeo will collect and communicate to the third party the necessary Customer 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. Digeo collects this information upon your affirmative choice to use a particular feature or service.

**2. Digeo's Disclosure of Customer Information to Third Parties.** We disclose aggregated, anonymous Account Information, aggregated, anonymous Device Utilization Information, aggregated Anonymous Program Information and analyses and reports derived from such information to third parties including broadcasters, our service providers, advertisers, merchants, consumer and market research companies and other

organizations. We may also disclose certain personally identifiable customer information to third parties, as further described below. Third party recipients are prohibited from disclosing any personally identifiable or identifying customer information they receive to any other party, except as necessary to fulfill your requests.

**2.1 Contractors and Third Party Service Providers.** We use independent contractors to assist with our operations. Such contractors may include programmers, consultants, billing and other agents, auditors, attorneys and accountants, potential purchasers of our business, collection agencies, and third parties who provide services necessary for us to provide the Services or conduct legitimate business activities in connection with the Services. Some of these contractors will have temporary access to our databases of Customer Information. Their access to such information will be limited to specific tasks. We also use third parties to help with certain aspects of our operations, which may require disclosure of your Customer Information to them. For example, we may use a third party to communicate with you (via telephone, email, or letter) about your account or upcoming features or services, to process and collect payment for your Services via your credit card, to generate demographic profiles based on Customer Information of our customers, and to perform other work as part of or in relation to the Service that we may need to outsource. We contractually bind these contractors and third parties to use your Customer Information only as necessary to perform the services they are asked to perform and these contractors and third parties are responsible and liable if they misuse any Customer Information.

**2.2 Commerce Partners.** When you take advantage of a special offer from us or a third party advertiser or promoter or when you affirmatively seek more information about the offer, we will collect your Commerce Information and relevant Account Information (such as credit card information, if your transaction is a purchase) and provide it to the commerce partner sponsoring and/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 or request for information. By responding to such offer, you “opt-in” to this disclosure and use of your Commerce Information for the specific transaction you have requested.

**2.3 Factors Beyond our Control; Compliance with the Law: Protection of Our System and Services.** Your privacy is very important to us. Due to factors beyond our control, however, we cannot fully ensure that your Customer Information will not be disclosed to unintended third party recipients. For example, we may be legally obligated to disclose Customer Information to the government or third parties under certain circumstances such as a legal demand issued by a government entity, a subpoena issued in connection with a civil or criminal investigation or litigation or a court order. We may also determine that, the provisions above notwithstanding, it is necessary for us to disclose your Account Information and Personally Identifiable Program Information to comply with the Electronic Communications Privacy Act, the Digital Millennium Copyright Act and any other relevant laws, to enforce our applicable Moxi™ End User License and Service Agreement or any other of our policies, to protect the integrity of our

operations and to protect our customers or to prevent a crime. Further, third parties may circumvent our security measures to unlawfully intercept or access your Customer Information.

**2.4 Affiliated Companies.** Digeo may share some or all of your Customer Information with any parent company, subsidiary, joint venture or other company under a common control with Digeo. If this happens, Digeo will require the related company to comply with this Privacy Policy. If another company acquires Digeo, or acquires assets of Digeo that comprise or include your Customer Information, the acquirer will take the Customer Information and will assume the rights and obligations of the Customer Information as set forth in this Privacy Policy.

**3. Your Choices Regarding Customer Information.**

**3.1 Initial Privacy Settings.** The initial privacy preferences for your account, summarized below, do not allow us to collect Personally Identifiable Program Information, but do allow us to collect, use, and disclose Anonymous Program Information and Device Utilization Information, in addition to Account Information, in manners consistent with this Privacy Policy. Commerce Information and Feature Information are collected, used, and disclosed only upon your affirmative response to an offer or request for the product, service or feature concerned.

In summary, your default privacy settings are:

<b>Information Type</b>	<b>Default Privacy Preference</b>
(1) Account Information	Required to Provide Service*
(2) Personally Identifiable Program Information	Not collected, unless you opt-in
(3) Anonymous Program Information	Required to Provide Service*
(4) Device Utilization Information	Required to Provide Service*
(5) Commerce Information	Not collected, unless you opt-in
(6) Feature Information	Not collected, unless you opt-in

\* As described immediately below, you may opt-out with respect to our providing you communications regarding upcoming promotions that may interest you. Digeo will still use the information for the other purposes outlined in Sections 1 and 2 above, including without limitation sending you messages related to the Moxi® services.

**3.2 Changing your Privacy Settings: How to Opt-In or Opt-Out.** You may change your initial privacy settings by accessing your account through the [www.myMoxi.com](http://www.myMoxi.com) web site. You may choose to change your privacy preferences to allow us to collect Personally Identifiable Program Information. In all cases, however,

we will collect and use your Account Information to enable us to provide your Device with the Services and to bill you for any Services. We will also collect and use Anonymous Program Information and Device Utilization Information for the purposes stated in this Privacy Policy.

**3.3 Effect of Certain Opt-Out Choices.** You understand that our ability to gather and use Customer Information may be necessary to provide certain personalized services, features and functions. If we cannot gather certain Customer Information (such as Personally Identifiable Program Information, certain Device Utilization Information, Anonymous Program Information, Commerce Information and Feature Information), we will be unable to provide such personalized services, features and functions.

**3.4 Review and Update of Account Information.** You may review your Account Information collected and stored by us and may ask us to change or update this information. If you would like to review your Account Information, you may access your account at [www.myMoxi.com](http://www.myMoxi.com) and may make changes to your Account Information there.

**4. Information from Children.** We feel strongly about protecting the privacy of children and encourage parents to be involved in their minor children's use of the Services. We comply with all applicable laws designed to protect children's information. If a child informs us that he or she is under the age of 14, we will ask a parent to confirm his or her consent in advance of any collection, use or disclosure of personal information from that child. You should be aware, however, that the use of the Services and television viewing in general may be accomplished by minors and children under the age of 14 without the knowledge of Digeo. If that happens, any information collected from the usage will appear to be information of the actual adult customer and treated as such by Digeo.

**5. Digeo Websites.** We have a separate privacy policy that covers browsing activities on our websites. However, if you register for any Services 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 Customer Information you provide to us in those instances. To the extent that we combine your Customer Information collected through your registration and/or use of our website or otherwise, this Privacy Policy will also apply to such combined Customer Information. Further, certain Services that directly relate to your use of our products, such as an online scheduler, may be provided to you via one of our websites. Your use of these online Services and the information that you provide in connection with these Services will also be subject to this Privacy Policy.

**6. Security of Customer Information.**

When you contact us by email or phone regarding your account, for your security, we ask you for certain Account Information to verify your identity before accepting requests to make changes to the account. We take these steps to ensure that only you or a household

member who knows your Account Information will be able to access or change your Subscriber Information.

We use industry-standard security methods, such as encryption, to secure the communication of viewing information from your Device to us. In addition, we use industry-standard methods of securing our databases that house Customer Information. Except as provided elsewhere in this Privacy Policy, Digeo limits access to Customer Information databases to those persons in Digeo's organization who have a business need for such access, including servicing your account, informing you of service news and special offers, or aggregating Account Information or Anonymous Usage Information. However, you should know that no company, including Digeo, can fully eliminate security risks associated with Customer Information.

## 7. **General.**

**7.1 Future Features, Services, and Amendments to this Privacy Policy.** We intend to upgrade the Service from time to time to provide you with new features on an ongoing basis. We also intend to make available new services in the future. To the extent that any new features or services may require amendments to this Privacy Policy these amendments are effective upon notice to you. In the event that we make a substantial and material change to our treatment of Customer Information, such as a change in the way that we collect, use, or disclose Personally Identifiable Program Information, we will notify you of such planned change and offer you the opportunity to alter your privacy preferences. We may notify you of any such revisions by posting notice of the changes on our website (<http://www.moxi.com/privacy>) or on the Services or by electronic or regular mail. Your continued use of the Services following notification of changes to the Privacy Policy will mean you accept those changes.

**7.2 Technical Problems.** Even though we have taken significant steps to ensure that your Customer Information is never collected, used, or disclosed by us 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.

**7.3 Contact Us.** Our intention is to be diligent in protecting your privacy by carefully following our Privacy Policy. If you would like to make suggestions or find out more about our privacy practices, please email us at [privacy@digeo.com](mailto:privacy@digeo.com).

**7.4 Interpreting this Privacy Policy.** Examples listed in this Privacy Policy are provided to assist your understanding of this Privacy Policy and are not intended as exhaustive lists. Section headings are provided for your convenience. This Privacy Policy supplements and is incorporated into the applicable Moxi® End User License and Service Agreement. By downloading, installing and/or using the Moxi® software or using our Services, you agree to the provisions of this Privacy Policy, including the privacy preferences explained in Section 3.1.

## **DIGEO WEBSITE MOXI PRIVACY POLICY**

We are strongly committed to protecting the privacy of your personal information. This Digeo Websites Privacy Policy (“Privacy Policy”) describes the privacy practices of Digeo, Inc. for use of the [www.digeo.com](http://www.digeo.com) or [www.moxi.com](http://www.moxi.com) websites (the “Websites”). We have a separate privacy policy, called the Digeo Moxi Privacy Policy, that governs use of information gathered as part of the Moxi Services and through [www.mymoxi.com](http://www.mymoxi.com). The Digeo Moxi Privacy Policy is found at [http://www.mymoxi.com/support/legal/digeo\\_moxi\\_privacy\\_policy.pdf](http://www.mymoxi.com/support/legal/digeo_moxi_privacy_policy.pdf).

### **Information Collected as part of Website Usage**

We receive and store any information you enter on the Websites. We may also collect information from you that you affirmatively provide us in other ways or information that we receive about you from other sources. We do not collect any personal information about you through the Websites unless you voluntarily submit such information to us. The Websites include opportunities for you to request information about products and services from us. Certain contact information is collected and used to send you the requested information. You may choose not to provide certain requested information but by doing so may not be able to take advantage of certain information or features on the Websites.

### **Cookies**

Like many websites, the Websites use “cookies” to recognize you and to help personalize your online experience. We also use cookies to help us understand which parts of the Websites are the most popular, where our users are going and how much time they spend at various locations within the Websites. The information we collect through cookies is anonymous and we do not access any of your personally identifiable information through the cookies.

A cookie is a small text file that is placed on your hard disk by a web page server. These cookies contain information that can later be read by a web page server in the domain that issued the cookie to you. We use cookies to store information on your computer in order to save you time by eliminating the need to enter repeatedly the same information in order to display personalized content on later visits to the Websites.

You have the ability to decline cookies through your web browser. If you choose to decline cookies, however, you may not be able to use the features of the Websites that depend on cookies.

## **Web Beacons**

The Websites may contain tiny electronic images known as web beacons. We may use web beacons to assist us in delivering cookies on the Websites and to allow us to count users who have visited those pages. We may include web beacons in promotional email messages in order to determine whether messages have been opened and acted upon.

## **Use of Information Collected**

Digeo uses the information collected from the Websites to perform the services for which such data was collected. For example, if you sign up for an email notification about a new product or service, we will use the contact information you provided to send you the notification. We also use the information you provide us for internal marketing purposes and for administration of the Websites.

## **Disclosure to Third Parties**

Except as otherwise set forth in this policy, we do not sell, rent or barter you personal information to third parties outside of Digeo.

From time to time, we engage other companies and individuals to perform services for us such as web hosting and analytics. These third parties have access to the information that is necessary for them to perform their services and are required to maintain the confidentiality and security of the information we collect from you. The third parties also are prohibited from using such information for any other purpose. We may sell or license anonymized and aggregated (non-personally identifiable) general information about our Websites' users. Also, we release information when we believe disclosure is required to comply with the law or legal process served on Digeo or the Websites, to protect the rights, property or security of Digeo, its employees and contractors, its users or other people. In the event that Digeo or substantially all of its assets relating to the Websites are sold, customer information will be transferred to the buyer.

If you request information about one of our products offered through service providers (such as cable television operators), we will share the information that you provided to us with the service provider in your area and will let the provider know that you are interested in our products.

## **Information from Children**

If you are under the age of 13, you should use the Websites only with the involvement of a parent or guardian and should not submit any personal information to us. Our Websites do not intentionally target children under 13. We comply with all applicable laws designed to protect children's information. Children under the age of 13 should not use our Websites without obtaining prior parental consent.

## **Your Choices**

You may choose not to provide certain information to us, even though doing so may result in your inability to receive information or take advantage of certain features on the Websites. You may change or modify information that you previously provided to us or ask us to remove your information from our Websites' database by sending an email to the following address: **privacy@digeo.com**. Also, when you receive an email from us, you will be given the opportunity to remove your name from our email list.

## **Changes to the Privacy Policy**

We may from time to time revise this Privacy Policy as more fully described in our Website Terms of Use at the following link:  
[http://www.mymoxi.com/support/legal/digeo\\_website\\_moxi\\_privacy\\_policy.pdf](http://www.mymoxi.com/support/legal/digeo_website_moxi_privacy_policy.pdf). You should periodically visit this page to review the current Privacy Policy.

## **Governing Law**

The Websites are published in the United States and are intended for users from the United States. U.S. law shall govern any and all disputes, including privacy or defamation issues or otherwise.

## **Other Sites**

The Websites may contain links to sites operated by parties other than us or our contractors. We are not responsible for the privacy practices, actions or the content of these other sites.