



# Viewer's Guide

Everything you need to know to live life in high definition.

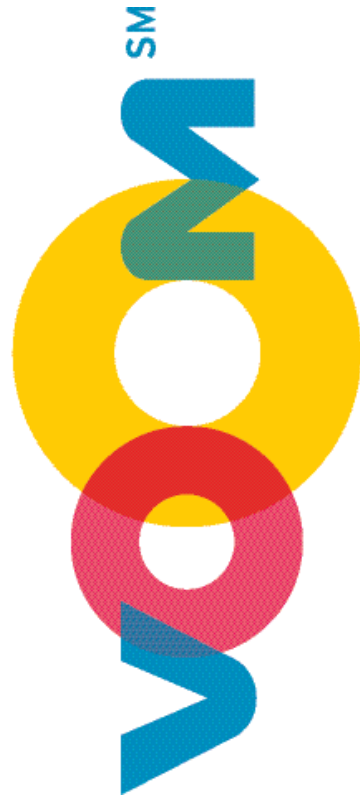
## Welcome to VOO M<sup>SM</sup>

Now that your professional installation is complete, VOO M is ready to deliver channel after channel of breathtaking, crystal-clear HDTV and stunning digital audio. The most HDTV available anywhere, including brand-new, exclusive HDTV channels you won't see anywhere else.

Plus your cable favorites, local stations, and dozens of commercial-free music channels too.

So take hold of your remote and make yourself comfortable.  
There's a lot to see on VOO M.

**Fasten your seatbelt. Life in high definition starts now.**



## Your Primetime Lineup is in Your Control

VOOM's revolutionary on-screen program guide uses simple menus to help you find the programming you want to watch. Push a button to see everything playing in HD. Or find movies, sports, news, etc.

See what's on your list of favorite channels. Use parental controls to lock out programs by rating or channel. Even set reminders for programs you don't want to miss. And because VOOM's advanced tuner includes both satellite and local off-air broadcasts, there's no need to switch inputs – just go directly to the program you want to see.

## Better Technology for Top Performance

VOOM's technology delivers stunning all-digital picture and sound on every channel. It also offers digital video connections for DVI or Component Video, as well as optical digital audio options. A full complement of analog outputs is also available for connecting a conventional TV and VCR. And we've even provided configurable screen saver options to protect expensive HDTV displays.

## Even Our Customer Service is High Definition

VOOM's promise of life in high definition extends through to our in-home service plan. For the first 24 months after you've purchased VOOM, if anything goes wrong with your equipment or service, we will fix it or replace it absolutely free. Just further proof of our commitment to bring you the best high definition experience.

Be sure to visit [www.VOOM.com](http://www.VOOM.com) for updates as new features become available or to download a copy of this Viewer's Guide to your PC.

## Getting Started

Remote Control .....	1
Basics .....	2

## Using Program Guides

The VOOM Menu .....	3
Program Guides .....	4
Finding Programs .....	5
Viewing Programs .....	6

## Using the Surf Bar .....

## Watching Pay Per View .....

## Planning Programs

Creating Program Reminders .....	11
Reviewing Your Program Planner.....	12

## Using Favorites

Using Favorites .....	13
Setting Favorites .....	14

## Using Parental Controls

Using Parental Controls .....	15
Viewing Locked Programs .....	16
Creating the PIN .....	17
Setting Channel Locks .....	18
Setting Rating Locks .....	19
Setting the Spending Lock .....	20

## Other Information

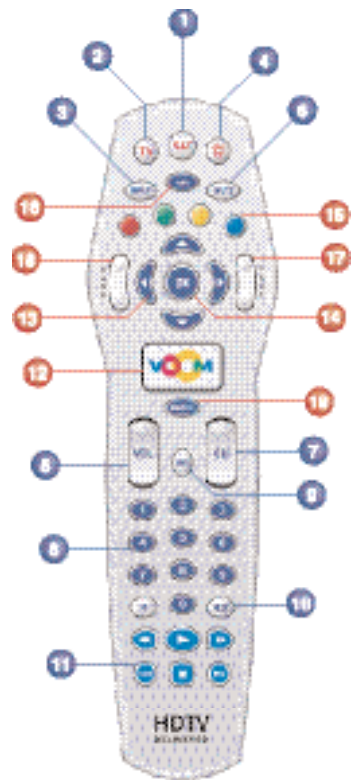
You Should Also Know.....	21
Resources.....	22

## Changing Your System Set Up

Your Professional Installation.....	23
Your System Settings .....	24
Connecting Your HDTV.....	25
Connecting Your Standard Definition TV or VCR .....	27
Connecting Your Home Theater System.....	29
Programming the Remote for Your TV.....	31
Programming the Remote for Your VCR .....	32

## Appendix

Customer Agreement.....	33
Privacy Policy.....	44



### Basics

- 1 Turns satellite box on/off
- 2 Turns TV on/off
- 3 Cycles to next video input on the TV
- 4 Turns remote control lighting on/off
- 5 Adjusts the TV volume
- 6 Turns TV sound off/on
- 7 Tunes satellite box to next/previous channel
- 8 Selects channels directly
- 9 Displays program information
- 10 Displays the help menu
- 11 VCR Functions (VCR button turns power on/off)

### Menus

- 12 Displays the VOO M main menu
- 13 Moves on-screen highlight up/down/left/right within menus and program guides
- 14 Selects a highlighted option
- 15 Selects color-coded on-screen features
- 16 Displays program guide of your favorite channels
- 17 Displays next/previous page
- 18 Returns to previous menu or channel
- 19 Clears menu and returns to full screen TV



### Front Panel:

- ON/OFF: Turns box on/off
- MENU: Displays the VOO M menu
- ARROWS: Moves the highlight within menus and program guides
- OK: Selects the highlighted menu option, channel, or program
- BACK: Returns to previous menu or channel

### Turning Your System On and Off

- Press **SAT** to turn the satellite box on/off.
- Press **TV** to turn the TV on/off.
- Press **INPUT** until VOO M appears on your TV screen.

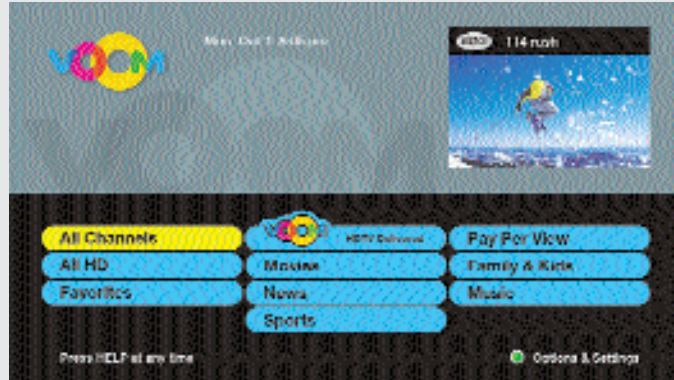
### Changing Channels

- Press **CH** to channel up/down on the satellite box.
- Use **NUMBER** buttons to go directly to a channel. Press **OK** after channel entry to tune immediately.
- Press **BACK** to return to the previous channel.

### Adjusting Volume

- Press **VOL** to turn the TV sound up/down.
- Press **MUTE** to turn the TV sound off.
- Press **MUTE** or **VOL** to turn the sound back on.

**TIP :** If the television does not respond to the TV, INPUT, VOL or MUTE buttons, see "Programming the Remote for Your TV, " page 31.



**TIP :** All VOOOM menus operate in the same manner – use the ARROW buttons to move the yellow highlight, then press OK.

The VOOM menu can be accessed at any time by pressing **VOOM** on the remote control. The VOOM menu displays a selection of popular program guides.

#### From the VOOOM Menu:

- 1 Use **UP/DOWN/LEFT/RIGHT ARROW** buttons on the remote to move the yellow highlight around the menu.
- 2 Press **OK** to select the highlighted program guide.

Use **COLOR** buttons to access special color-coded features at the bottom of the menu.

Press **HELP** to view VOOOM's help menu.

Press **WATCH** to clear the menu and return to the current channel in full screen TV.

#### Program Guides Available From the VOOOM Menu:

##### ALL CHANNELS

— Presents a grid of programming on all channels.

##### ALL HD

— Lists only HD programs.

##### FAVORITES

— Presents a grid of channels that you have identified as your favorites. (See "Using Favorites" on page 13 for information on how to add channels to your Favorites list.)



HDTV DELIVERED

— Presents a grid of programming on the VOOOM exclusive HDTV channels.

##### MOVIES

— Lists all movies and allows you to search by movie theme.

##### NEWS

— Lists all news and news-related programs (news, weather, and more).

##### SPORTS

— Lists all sporting events and sports-related programs.

##### PAY PER VIEW

— Lists all Pay Per View events.

##### FAMILY & KIDS

— Lists all programs rated for kids and teens. (Includes television ratings TV-Y, TV-G, TV-Y7, TV-PG, TV-14 and movie ratings G, PG, PG-13.)

##### MUSIC

— Lists all music channels and all music-related programs.



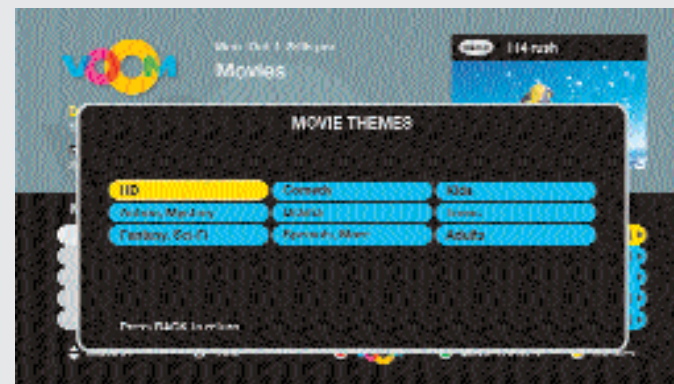
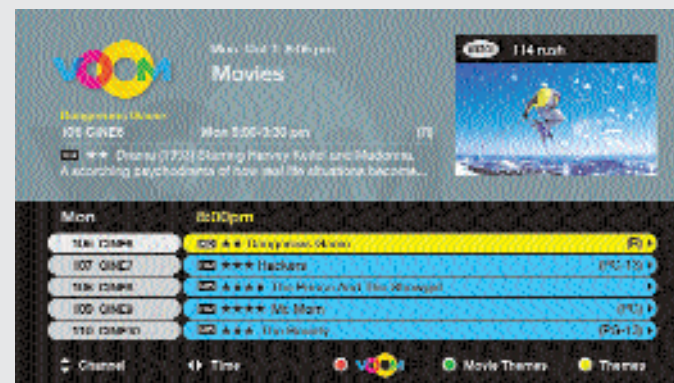


**TIP :** Look for the **HD** symbol to quickly find high definition programs.

**TIP :** Entering a channel number using **NUMBER** buttons on your remote will move the highlight directly to a specific channel, even if the channel is on another page.

To find programs, press **VOOM** on your remote and select a program guide from the VOOOM menu. The associated programming schedule appears on the screen. A brief description of the highlighted program is displayed at the top of the screen.

- Use **UP/DOWN ARROW** buttons to move between rows of channels. Hold down the **ARROW** to scroll through additional pages.
- Use **LEFT/RIGHT ARROW** buttons to move between time slots for a channel. Hold down the **ARROW** to scroll through additional time slots.
- Press **PAGE** to move to the next/previous page.
- Press **INFO** to bring up detailed information about a highlighted program. Press **INFO** again to remove the program description.



- 1 Use the **ARROW** buttons to highlight a program/channel.
- 2 Press **OK** to tune the selected program/channel in full screen TV.

If the highlighted program is a Pay Per View, the channel will display ordering information. (See "Watching Pay Per View," page 9.)

Press **WATCH** to clear the program guide and return to the current channel in full screen TV.

#### Using Special Features:

Color-coded buttons at the bottom of the screens offer additional features and options. Use the corresponding color buttons on the remote to access these features.

**EXAMPLE:** The Movies program guide shows a green color button labeled **MOVIE THEMES**. Pressing the corresponding **GREEN** color button on your remote presents a list of specific movie search options.



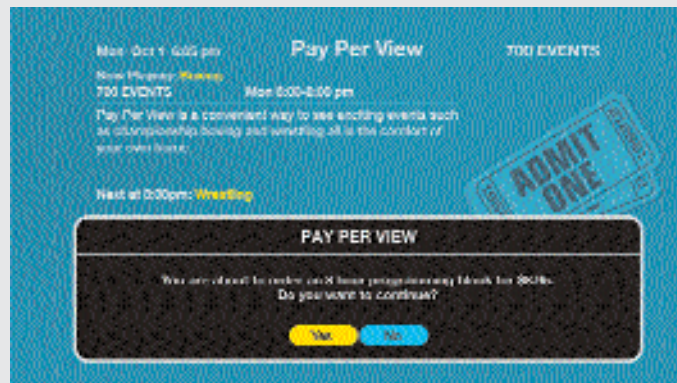
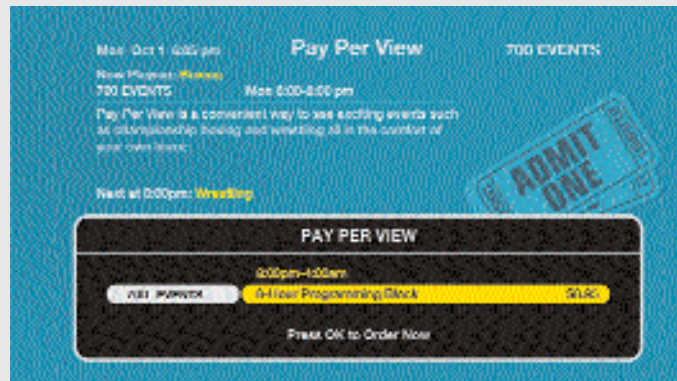
The Surf Bar is a one-line program guide that allows you to review current and future program listings for any channel while watching full screen TV. The Surf Bar appears automatically each time you change channels, and disappears within five seconds if no navigation function is performed.

#### To Navigate Using the Surf Bar:

- Press **INFO** on the remote to display the Surf Bar any time while watching full screen TV.
- Press **INFO** again to view detailed information about the program indicated in the Surf Bar.
- Use **UP/DOWN ARROW** buttons to browse program information on other channels.
- Use **LEFT/RIGHT ARROW** buttons to browse program information in other time slots.
- If the event in the Surf Bar is in the **current** time slot, press **OK** to tune to the highlighted program in progress.
- If the event is in a **future** time slot, press **OK** to view a detailed description with an option to set a reminder for the event. (See “Setting a Reminder,” page 11.)

**TIP :** Use **COLOR** buttons to surf the special color-coded features shown at the bottom of the Surf Bar.

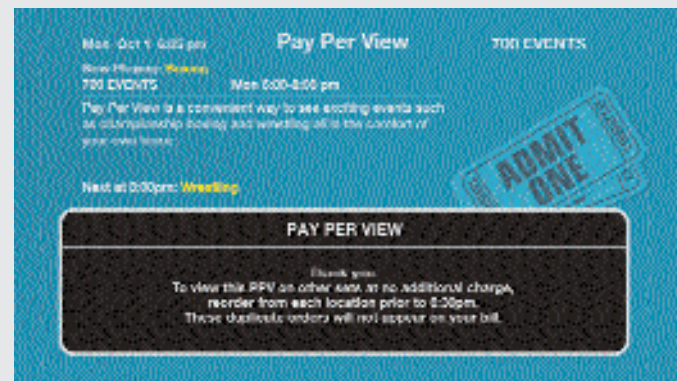
To see what's on the next VOOM, high definition, or Favorite channel, press the corresponding color button on the remote. Pressing the button again will display the next matching listing, etc.



When you tune to a channel with a Pay Per View event, a description of the event appears with ordering information. **There is no charge for browsing a Pay Per View channel.** You will not be charged unless you confirm a Pay Per View order, as described in step 2 below.

#### To Order a Pay Per View Event:

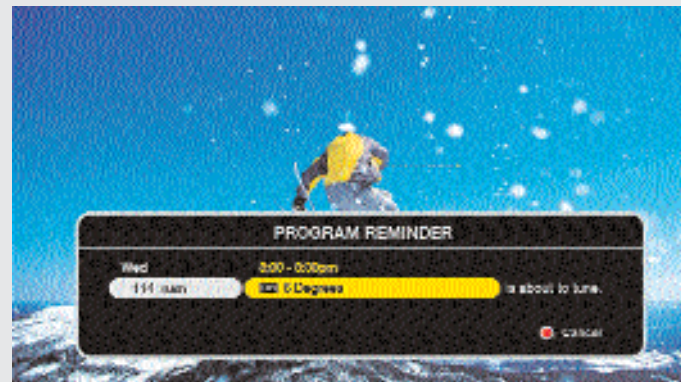
- 1 Press **OK** on your remote to order the event listed. An order confirmation message will appear.
- 2 Press **OK** to confirm your order. You will not be charged for the event until you confirm your order.



Once you have confirmed your order, a Thank You message displays and the featured event will start at its designated time.

- A Pay Per View program will only appear on the TV set from which it was ordered.
- To view a PPV event on other sets at no additional charge, reorder from each desired location in the house. **Duplicate orders will not appear on your bill.**



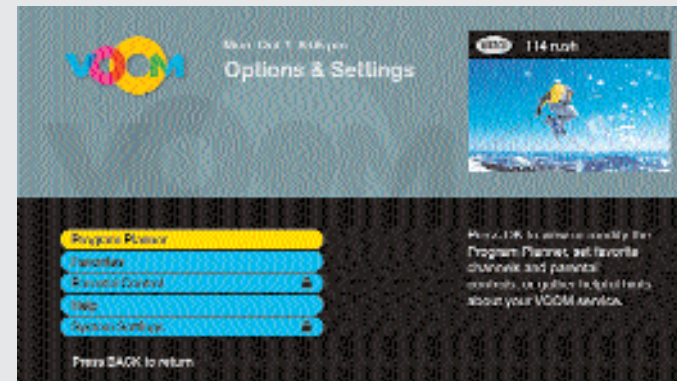


VOOM lets you set reminders for any future programs you want to watch. Any reminders you have set are saved in the Program Planner until the program start time.

- 1 Highlight the future program from within a Program Guide or Surf Bar and press **OK**. A detailed description of the program appears.
- 2 Press the corresponding **COLOR** button on the remote to access the color-coded "Add to Program Planner" feature at the bottom of the screen.

The program is automatically added to the Program Planner.

Fifteen seconds before the program is scheduled to start, a message appears reminding you that your box is about to tune to the indicated channel.



Your Planner can be reviewed at any time by selecting the Program Planner option from the Options & Settings menu.

- 1 To go to the Options & Settings menu, press **VOOM** on your remote, followed by the **COLOR** button.
- 2 The Options & Settings menu appears with Program Planner highlighted. Press **OK** to select the Planner option.

Use **UP/DOWN ARROW** buttons or **PAGE** to scroll through your program reminders.

To delete a reminder from the Program Planner, highlight the entry you wish to remove and press the **COLOR** button on the remote to access the color-coded "Delete" feature at the bottom of the screen. The program reminder will be removed from the Planner.





Favorites allows you to display a custom program guide listing only the channels you prefer.

## Viewing Your Favorite Channels:

- **Using the remote**, press **FAV** to go directly to the Favorites program guide.
- **From the VOOM menu**, highlight Favorites and press **OK** to view the Favorites program guide.
- **From the Surf Bar**, look for the FAV option and press the associated **COLOR** button on the remote. The first favorite channel in your list appears in the Surf Bar. Press the **COLOR** button again to display the next favorite channel, and so on.

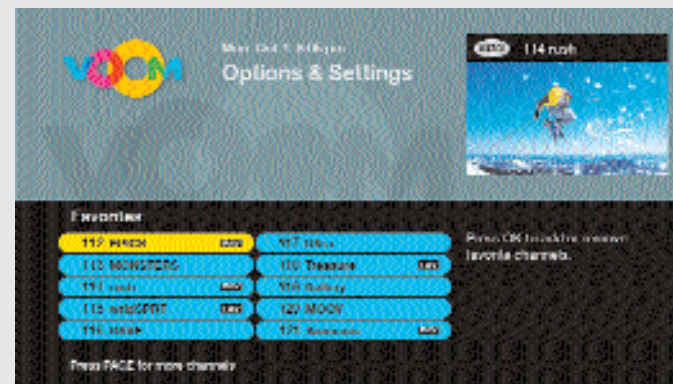
**TIP:** If Favorites have not been set, a message will appear asking if you want to create Favorites now.



Selecting Favorites from the Options & Settings menu allows you to set up a list of favorite channels for convenient browsing.


### To Add or Remove a Favorite:

- 1 Highlight and select the Favorites option on the Options & Settings menu. The Favorites setup screen appears.
- 2 To add a favorite, highlight a channel using **ARROW** buttons and press **OK**. A FAV symbol appears beside the channel to indicate your selection.
- 3 To remove a favorite, highlight the previously selected channel and press **OK**. The FAV symbol disappears to confirm your removal.



**TIP:** The **FAV** symbol will confirm your selection.



**TIP:** A lock symbol  automatically appears beside restricted menu options once a PIN has been created.

**TIP:** You can remove all Parental Controls by accessing the color-coded "Remove PIN and all locks" option at the bottom of the Parental Control menu.

The Parental Control feature allows you to lock channels, lock programs by ratings, and restrict access to Pay Per View purchases and system settings.

#### To Access Parental Controls:

The satellite box will allow viewing and/or purchasing of any authorized programming unless you establish parental controls. A PIN and locks must be created on **each** box within the household.

- 1 Press **VOOM** on the remote to access the main menu.
- 2 Press the **COLOR** button to access the color-coded "Options & Settings" feature. The Options & Settings menu appears.
- 3 Use the **DOWN ARROW** to highlight the Parental Control option and press **OK**. The Parental Control menu appears.

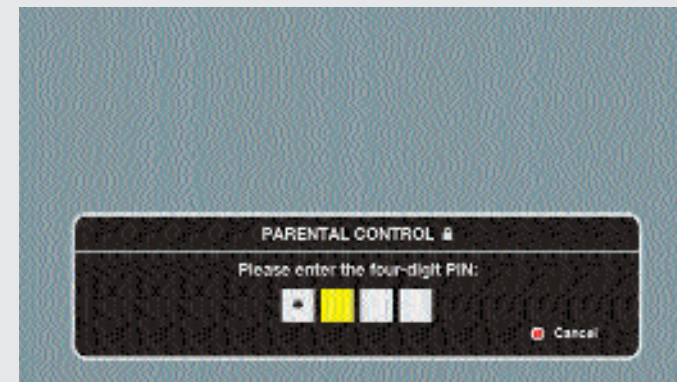
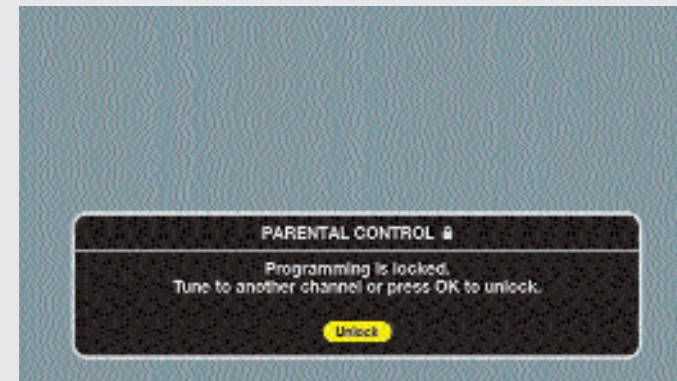
Detailed instructions for the Parental Control options start on page 17.

The satellite box will not display (or purchase) a locked broadcast; instead, the satellite box displays a Parental Control message.

- 1 Press **OK** to select "Unlock."
- 2 Enter your PIN. If the PIN entry is correct, the broadcast is displayed in full screen.

Note that regardless of any locks, you continue to have access to all program information, including all program listings, program descriptions, and Pay Per View ordering screens. Locked channels remain in your channel lineup and guides.

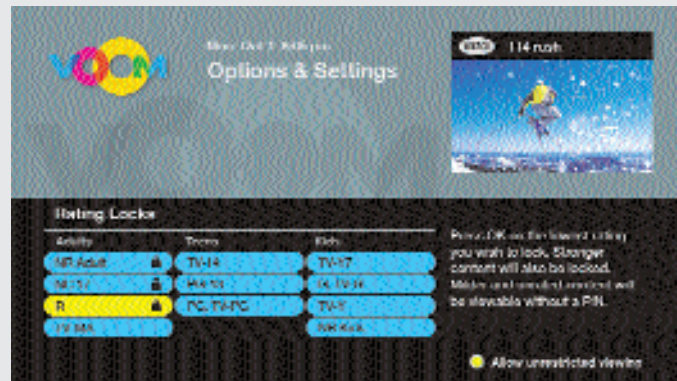
**TIP:** You can re-lock a program by turning the satellite box off. When the box is turned back on, all parental controls will be back in effect.











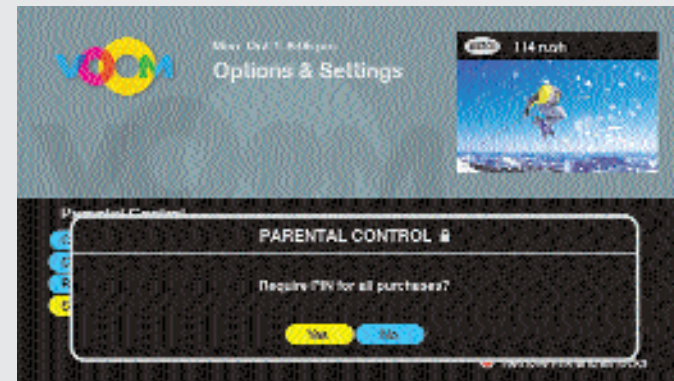
Rating locks restrict access to programs by rating.

VOOM is not responsible for assigning ratings. Ratings are transmitted by the program originator using definitions which have been established by the MPAA and TV associations.

Ratings have been ranked and grouped into ADULTS, TEENS, and KIDS, as shown to the left. Locked programs will require the PIN to view.

#### To Set Rating Locks:

- 1 On the Parental Control menu use the **DOWN ARROW** to highlight the Rating Locks option and press **OK**. The Rating Locks screen appears.
- 2 Use **ARROW** buttons to navigate the list. Highlight the lowest rating you wish to lock then press **OK** to select. All stronger content will be locked. The rating lock will not prevent access to milder and unrated content.



You can set a single lock to block all Pay Per View spending throughout the service. A PIN will be required to view Pay Per View programs. The Spending Lock will not prevent access to free programs on Pay Per View channels.

#### To Set the Spending Lock:

- 1 On the parental control menu, highlight the Spending Lock option using the **DOWN ARROW** and press **OK**.
- 2 A message displays asking if you wish to require a PIN for all purchases.

Highlight YES and press **OK** if you wish to block all spending.

Highlight NO and press **OK** to remove the restriction.

## Local Stations

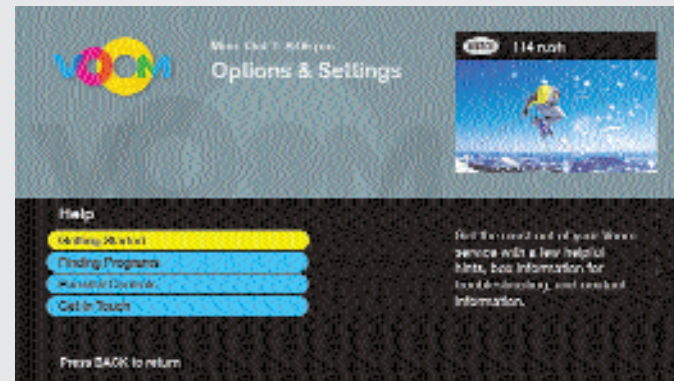
Any channel numbers 1-99 are broadcast locally, not beamed from the satellite. Local channels may go off-air at certain times, the signal may be blocked by buildings or other obstacles, or the signal may be too weak to receive in your area. Inclusion of local channels in the program guides does not guarantee availability.

## Reception

Your installer has aimed your satellite dish and off-air antenna to receive the maximum available signal strengths. Heavy rain or snow degrades the strength of the signals received by the dish and antenna. In some installations this degradation may cause temporary reception problems.

## Screen Saver

You may want to use the VOOM Screen Saver to protect your TV from long term display of still images, including menus, that may shorten the life of your TV screen. Selecting the shortest Screen Saver setting will minimize this risk in the event a menu is left unattended. (See "Changing Your System Settings," page 24.)



**TIP :** The Help menu can be accessed at any time by pressing **HELP** on the remote control.

Use **ARROW** buttons to highlight a help option, then press **OK** to select.

Once the Help screen for selected option displays, you can use **PAGE** to move between screens.

## Customer Service:

For more information regarding VOOM features, options and upgrades, or for technical support, please call Customer Service at **1-800-GET-VOOM**.

## In-Home Service:

VOOM's in-home service program has been designed to provide you with peace of mind protection in the unlikely event you have any problems with your VOOM satellite box, remote control, dish or off-air antenna during the first 24 months after installation. With few exceptions, we will repair or replace it – absolutely free.

For details, or to schedule an appointment, call **1-800-GET-VOOM**.

## Your Professional Installation



Your professional installer evaluated your preferences and home theater equipment and optimized your installation and system settings to meet your needs.

### Your Professional Installation Included:

- Installing and connecting your Dish and off-air antenna to your satellite box.
- Connecting the satellite box to your home theater.
- Configuring system settings for optimal performance.
- Programming the VOO M remote for your TV and VCR.

You should not need to change your connections or system settings. The following sections are provided in the event that your preferences change or you upgrade your equipment after installation.

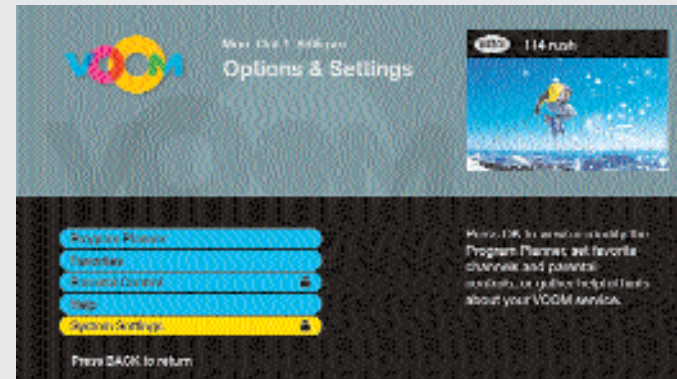
## Your System Settings

The System Settings menus allow you to change the preferences established during your professional installation, including:

- **Picture Format:** How programming should display in each format
- **Screen Saver:** A timer to help protect your TV screen
- **Menu Display:** Initial display at “box-on” (menu or full TV)
- **Audio Language:** Preferred audio track
- **Closed Captioning:** When to display closed captioning
- **Audio Output:** Audio format (digital and analog)

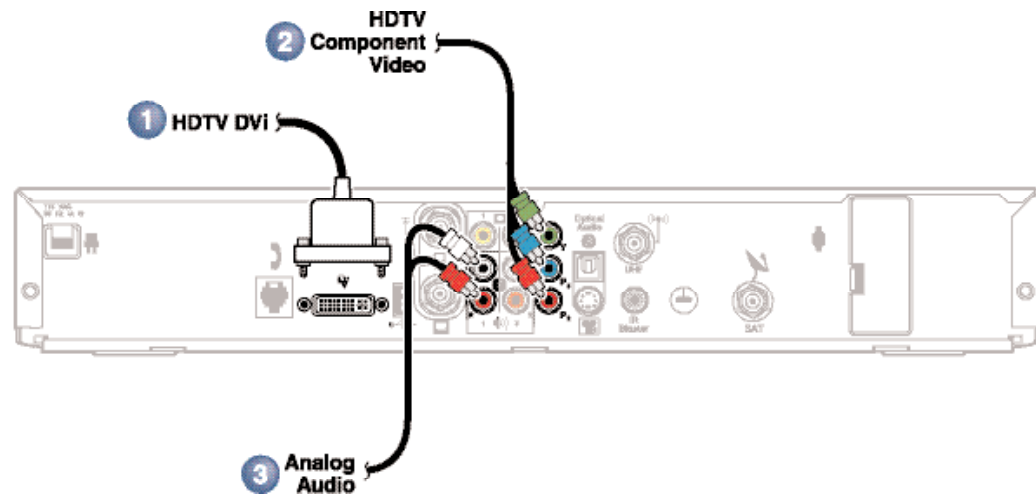
### To Access the System Settings Screen:

- 1 Press **VOOM** on the remote. The VOO M menu appears.
- 2 Press the **COLOR** button that corresponds to the on-screen “Options & Settings” feature. The Options & Settings menu appears.
- 3 Highlight the System Settings option using the **DOWN ARROW** and press **OK**. The System Settings menu appears.



**IMPORTANT:** Your system settings have been configured by a professional installer. Adjusting these settings will affect the operation of your system. Use caution when making any modifications.



**WARNING:**

Turn off and unplug your satellite box, HDTV and all related equipment before proceeding.

**Digital Video:**

Check the back of your HDTV to see which type of high definition video connection it will accept (DVI or Component). If your TV does not have DVI or Component Video inputs, refer to the section "Connecting Your Standard Definition TV or VCR," page 27.

- 1** DVI (Digital Visual Interface) - Using a DVI cable, connect the HDTV DVI input to the DVI output on the satellite box.
- 2** Component Video - Using a component video cable (three color-coded connectors at each end), connect the HDTV component Y/Pr/Pb inputs to the corresponding Y/Pr/Pb outputs on the satellite box.

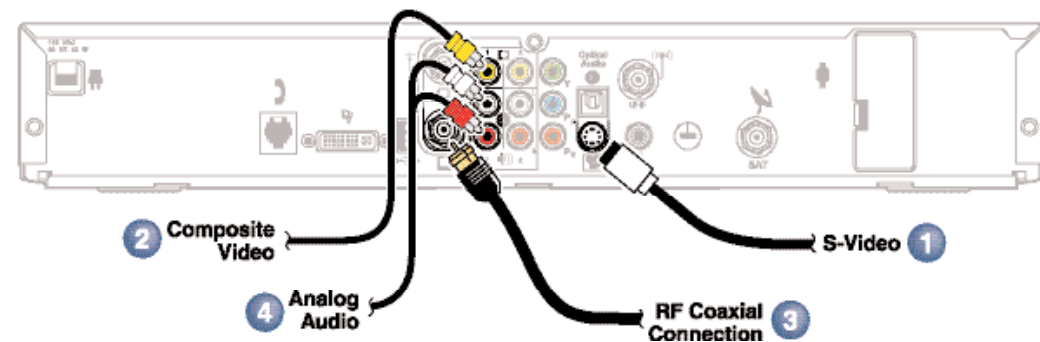
**Analog Audio:**

- 3** On your HDTV, locate the audio inputs that correspond to the video input used above.

Using an audio cable (two color-coded connectors at each end), connect the HDTV Left/Right inputs to either set of L/R outputs on the satellite box.

**TIP:** If you are using a home theater A/V Receiver with DVI or Component Video inputs, refer to the section on "Connecting Your Home Theater System," page 29.

The satellite box has analog standard definition outputs that can be used to record programs, or to connect a TV that does not have HDTV inputs.



**WARNING:**

Turn off and unplug your satellite box, TV/VCR, and all related equipment before proceeding.

**Analog Video:**

Check the back of your VCR or TV to see which type of connections it will accept, then choose the highest quality input available. S-video is best, followed by composite video, then RF (choose one).

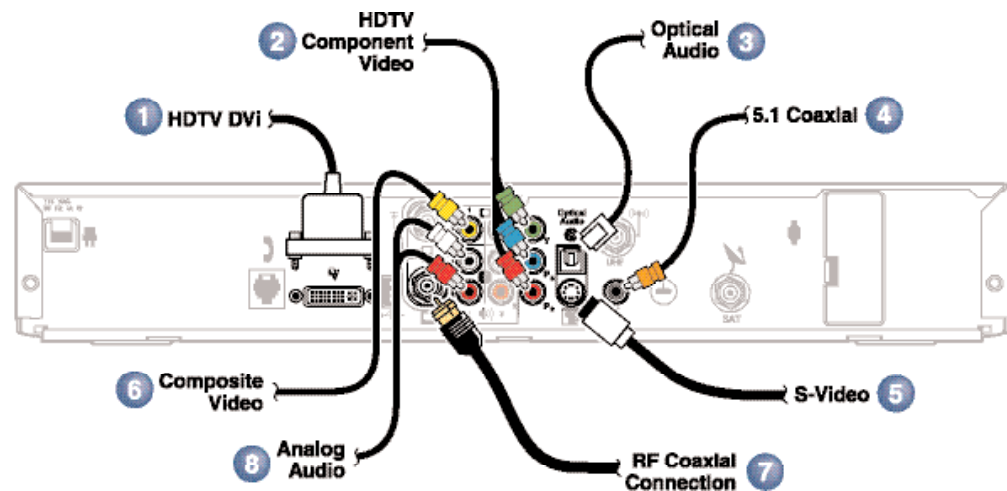
- 1 S-Video - Using an S-video cable, connect your VCR/TV S-video input to the S-Video output on the satellite box. If connecting a VCR, use a second S-video cable to connect your VCR S-video output to an S-video input on your TV or A/V Receiver.
- 2 Composite Video (yellow) - Using a standard video cable, connect the VCR/TV video input to either of the yellow video outputs on the satellite box. If connecting a VCR, use a second standard cable to connect your VCR video output to a video input on your TV or A/V Receiver.
- 3 RF - Using a coaxial RF cable, connect the VCR/TV RF input to the RF output on the satellite box. If connecting a VCR, use a second RF cable to connect your VCR RF output to an RF input on your TV or A/V Receiver. Your VCR and/or TV will need to be on channel 3 to receive the RF signal.

**Analog Audio:**

On your VCR/TV, locate the audio inputs that correspond to the S-video or Composite Video connection used above. (If you used an RF connection above, your VCR/TV will receive audio through that cable and no additional audio connections are required.)

- 4 Using an audio cable (two color-coded connectors at each end), connect the HDTV Left/Right inputs to either set of L/R outputs on the satellite box. If your VCR/TV has only one audio input, connect it to the L output on the satellite box. If connecting a VCR, use a second audio cable to connect your VCR audio outputs to audio inputs on your TV.

Check the back of your A/V Receiver and determine which "Source" (set of input jacks) you will use for the satellite box connections. Choose a Source with DVI and/or Component Video jacks if available. This Source will also have other sets of video and audio inputs; make all available connections as described here.


**WARNING:**

Turn off and unplug your satellite box, A/V Receiver and all related equipment before proceeding.

**Digital Video:**

Make any/all connections on the Source you have selected. If your A/V Receiver does not have DVI or Component Video inputs, connect the digital video directly to your HDTV (see "Connecting Your HDTV," page 25).

- 1 DVI (Digital Visual Interface) – Using a DVI cable, connect the A/V Receiver DVI input to the DVI output on the satellite box.
- 2 Component Video – Using a component video cable (three color-coded connectors at each end), connect the A/V Receiver component Y/Pr/Pb inputs to the corresponding Y/Pr/Pb outputs on the satellite box.

**Digital Audio:**

Make any/all connections on the Source you have selected.

- 3 Optical - Using an optical (TOSLINK™) cable, connect the A/V Receiver optical input to the Optical Audio output on the satellite box.
- 4 5.1 Coaxial (S/PDIF) - Using an audio cable, connect the A/V Receiver 5.1 Coaxial input to the orange audio output on the satellite box.

**Analog Video:**

Make all available connections on the Source you have selected.

- 5 S-Video - Using an S-video cable, connect the A/V Receiver S-Video input to the S-Video output on the satellite box.
- 6 Composite Video (yellow) - Using a standard video cable, connect the A/V Receiver video input to either of the yellow video outputs on the satellite box.
- 7 RF - Using a coaxial RF cable, connect the A/V Receiver RF input to the RF output on the satellite box. Your TV and/or VCR will need to be on channel 3 to receive the RF signal.

**Analog Audio:**

Make all available connections on the Source you have selected.

- 8 Using an audio cable (two color-coded connectors at each end), connect the HDTV Left/Right inputs to either set of L/R outputs on the satellite box.



The VOOM remote has an Auto-Scan feature together with a vast library of control codes covering nearly all makes and models of televisions. When the correct code is programmed, your VOOM remote will control your television's power, input, volume and mute functions.

- 1 Turn the television on.
- 2 Press the **TV** and **OK** buttons simultaneously, then release. The **VOOM** button will light and stay on.
- 3 Press and hold down the **CH+** button until your television turns off (may take up to two full minutes). The **VOOM** button will flash while the Auto-Scan feature searches for the right code. Release the **CH+** button immediately when your television turns off.

NOTE: To save you time, the Auto-Scan feature is trying codes as fast as possible while **CH+** is being held down in step 3 above. The scan is so fast that before you noticed that your television went off, the remote may have already moved past the desired code. The following steps allow you to back up and stop exactly on the correct code, then save it.

- 4 Press **CH-** five times. The television may or may not turn on again as you do this. If the television does not turn on automatically, turn it on manually before proceeding.
- 5 Press **CH+** one at a time until the television turns off.
- 6 Press the **TV** button to save the code and return the remote to normal operation. The remote control **TV** power, **INPUT**, **VOL**, and **MUTE** buttons should now operate your television. If not, repeat steps 1-6 to scan for a better code for your television (Auto-Scan will resume where you left off).

The VOOM remote has an Auto-Scan feature together with a vast library of control codes covering nearly all makes and models of VCRs. When the correct code is programmed, your VOOM remote will control your VCR's power, rewind, play, fast forward, stop and pause functions.

- 1 Turn your VCR on.
- 2 Press the **VCR** and **OK** buttons simultaneously, then release. The **VOOM** button will light and stay on.
- 3 Press and hold down the **CH+** button until your VCR turns off (may take up to two full minutes). The **VOOM** button will flash while the Auto-Scan feature searches for the right code. Release the **CH+** button immediately when your VCR turns off.

NOTE: To save you time, the Auto-Scan feature is trying codes as fast as possible while **CH+** is being held down in step 3 above. The scan is so fast that before you noticed that your VCR went off, the remote may have already moved past the desired code. The following steps allow you to back up and stop exactly on the correct code, then save it.

- 4 Press **CH-** five times. The VCR may or may not turn on again as you do this. If the VCR does not turn on automatically, turn it on manually before proceeding.
- 5 Press **CH+** one at a time until the VCR turns off.
- 6 Press the **VCR** button to save the code and return the remote to normal operation. The remote control **VCR** power, rewind, play, fast forward, stop and pause buttons should now operate your VCR. If not, repeat steps 1-6 to scan for a better code for your VCR (Auto-Scan will resume where you left off).

Effective as of October 1, 2003 until modified or replaced.

This document contains the terms and conditions relating to our provision to you of our VOOM direct broadcast television services described below ("VOOM Service"). By accessing and continuing to access the VOOM Service, you agree to all of Rainbow DBS Company LLC's ("we" or "our") terms and conditions below and otherwise contained on our website at [www.voom.com](http://www.voom.com), including our privacy policy posted therein (this "Agreement"). If you do not agree to these terms, you are not authorized to access the VOOM Service. IF AT ANY POINT YOU DECIDE NOT TO ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE.

YOU MAY CONTACT US BY CALLING 1-800-GET-VOOM.  
OR BY WRITING TO:

**Rainbow DBS Company LLC**  
**200 Jericho Quadrangle**  
**Jericho, NY 11753**

#### 1. Services Provided by Us:

**(a) Generally.** We provide a wide range of audio and video programming and other services, including high definition direct broadcast television and Pay Per View programming. For purposes of this Agreement, the VOOM Services shall mean the audio and/or video programming available from us and any other services we may provide to our subscribers from time to time in our sole discretion.

**(b) Programming and Rate Changes by Us.** All programming, program services, program packages, number of channels, channel allocations, HD channels, broadcast channels, interactive services, data offerings and other VOOM Services are subject to change from

time to time at our sole discretion. We reserve the right, in our sole discretion, to change, re-arrange, add or delete the VOOM Services, including but not limited to, our programming packages, the selections in those packages, our rates, and any other service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. If you do not cancel your services after such notice, your continued receipt of the VOOM Service will constitute your acceptance of the change.

**(c) Programming Changes by You.** You may change your programming choices for the VOOM Service at any time by notifying us. A fee may apply to such changes. Any upgrades or swaps in programming must remain active on your account for a minimum of thirty (30) days. If you request a downgrade of programming less than thirty (30) days after you upgraded or swapped your existing programming to such programming, at your option, the programming may be removed immediately and you will be billed for the full thirty (30) day period, or the programming will be removed after the end of such thirty (30) day period. For any annual or other multi-month programming commitment, you may downgrade your programming effective only at the time of renewal.

**(d) Ordering Pay Per View.** You may order Pay Per View programming from us from time to time via the methods established by us in our sole discretion. A fee will apply to such programming, and an additional fee may apply if you use certain methods to order Pay Per View programming, in each case as determined by us. We reserve the right, in our sole discretion, to place limits on your Pay Per View spending. Such limits may be based upon, without limitation, your current outstanding account balance and your credit score.

**(e) Programming Availability.** Certain VOOM Services transmitted by us, including but not limited to some subscription services, sporting events and broadcast network

programming, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services. In no event shall we be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstance beyond our reasonable control. Credit may be given for qualifying outages, as determined by us in our sole discretion.

**(f) Additional Receivers.** To independently tune additional televisions within your home, a separate receiver is required for each television. We will allow you to place up to two (2) additional receivers on your account. Each additional receiver would be authorized to receive the same VOOM Services as your initial receiver. We will charge you a reduced monthly fee for each additional receiver added to your account. This option is only available if your initial receiver and all additional receiver(s) are located at the same residence and are continuously connected to the same telephone line. If you desire to receive VOOM Service at two different locations, you must open a separate account for each location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing VOOM Services for multiple receivers that are not all located in the same residence and connected to the same phone line.

**(g) Phone Connections.** Your receiver must always be directly connected to a traditional land-based telephone line to receive certain VOOM Service. If it is not so connected, or if it is connected to a line other than the one you tell us, or if the line is not performing according to our requirements, the VOOM Service may be deactivated. If deactivation occurs, you will still be responsible for all services purchased through the date of deactivation. Your receiver units must also be connected to the same

traditional land-based telephone line in order to be eligible to pay the additional receiver fee rather than purchase a separate subscription for each additional receiver.

**(h) Additional Services.** In addition to providing the general VOOM Service, we may provide e-commerce and other services as well as access to certain proprietary products of the VOOM Service. Through certain functions you may be able to subscribe to or access other services and transact other forms of electronic commerce (hereinafter, collectively "Additional Services"). You acknowledge that you may incur charges while using Additional Services or while engaging in other forms of "e-commerce" (i.e., charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable taxes, shall be paid by you to the providers of the applicable Additional Services and are not our responsibility.

**(i) Local Stations Not Available.** Channel numbers 1 through 99 are broadcast locally, not beamed from our satellite. Local channels may go off-air at certain times, the signal may be blocked by buildings or other obstacles, or the signal may be too weak to receive in your area. Inclusion of local channels in the program guides does not guarantee availability.

**(j) Reception Problems in Bad Weather.** Your installer will aim your satellite dish and off-air antenna to receive the maximum available signal strengths. Heavy rain, snow, and other weather conditions may degrade the strength of the signals received by the dish and antenna. In some installations this degradation may cause temporary reception problems. We are not responsible for any such degradation or signal or any such other reception problems.

## 2. Payment of Charges You Owe Us:

**(a) General.** Many different considerations affect the availability, cost, and quality of programming and the VOOM Service. Accordingly, we offer programming packages which we reserve the right to change, add or delete at any time. Your charges are a function of these offerings and the selections you make. All rates are subject to change from time to time at our sole discretion.

**(b) Bills and Payments.** You will be billed monthly (or on such other term basis as may be offered by us from time to time and agreed to by you) in advance for services to be received, plus pro-rata charges, if any, for periods not previously billed. You will be billed monthly (or on such other term basis as may be offered by us from time to time and agreed to by you) for Pay Per View and other services ordered, with or without your permission, where charges are based on actual usage or on orders placed during the previous month. You must pay all undisputed charges, plus applicable local, state and federal taxes and any other governmental fees or charges as itemized on the VOOM Service monthly bill by the due date set forth on your bill. We may, in our sole discretion, accept partial payments, which will be applied to the oldest outstanding bill first. You will pay your bill by check, money order, credit or debit card, electronic funds transfer (when available), or such other payment method as we may accept, in our sole discretion. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owed us.

**(c) Disputed Bills.** If you think your bill is incorrect, you must notify us of the disputed items on your bill within thirty (30) days of receipt, or such greater amount of time as required by law. When you write to us, please include the following information:

(i) your name and account number;

(ii) the item and dollar amount in question; and

(iii) a brief explanation of why you believe the item to be incorrect.

Failure to timely notify us of a dispute shall constitute acceptance of the bill.

**(d) Failure to Pay Amounts When Due; Late Payment Fee.** Failure to pay charges billed when due (including, but not limited to, for the VOOM Service or any third party charges) may result in discontinuance of service, the removal of all equipment provided by us and/or the imposition of a late payment or service charge in an amount equal to the lesser of: (i) \$5.00; and (ii) the maximum amount permitted under applicable law per month or partial month until the delinquent amount is paid in full. You acknowledge that this late payment charge is reasonably related to the actual expense we incur due to the late payment. We do not extend credit to our subscribers, and the late payment charge is not interest, a credit service charge or a finance charge. You understand and agree that we may report any late payments or nonpayment to credit reporting agencies.

**(e) Rejected Payment Fee.** An additional charge in an amount equal to the lesser of: (i) up to \$10.00; and (ii) the maximum amount permitted under applicable law, may be imposed if a check is not honored due to insufficient funds or any other method of payment is not honored, for any reason, by any bank or other financial institution.

**(f) Reconnection.** If your VOOM Service is terminated due to your failure to pay any amounts when due, we may require you to pay all past due charges, a non-pay

disconnect fee, and a deposit in an amount we determine, in our sole discretion, before we reconnect your VOOM Services.

**(g) Collection Costs.** If collection activities are required in order for us to collect money you owe us, you agree to pay the reasonable costs of such collection including, but not limited to, costs of a collection agency, attorney's fees and court costs.

**(h) Credit Check.** You authorize us to inquire into your creditworthiness by checking with credit reporting agencies.

**(i) Credit Balances.** Credit balances on your account of \$5.00 or less will be refunded within thirty (30) days only after your written request.

**(j) Electronic Billing.** If you choose electronic billing (where available), you waive any right to paper bills or notices.

**(k) Multi-Month Commitments.** We may, in the future, offer VOOM Services on an annual or other multi-month commitment basis. In such a case, you agree to make payment for services to be received and that are ordered by you in accordance with the terms of the applicable billing plan that you agree to. If your account for any annual or other multi-month commitment becomes past due, we may either suspend your VOOM Service or convert your account to a monthly subscription basis.

**(l) Additional Fees.** We reserve the right to charge you for any of the following additional "administrative" fees as are appropriate in the circumstances, in such amounts as we deem appropriate including, without limitation: (i) Access Card replacement; (ii) change of service; (iii) overnight delivery fee; (iv) non-pay disconnect fee; (v) duplicate bill fee; and (vi) lost remote (remote will be replaced

once without charge). If you lose your Access Card, we will not send you a new one until you pay the Access Card replacement fee. If your Access Card or remote are defective, you still must pay the Access Card replacement fee or lost remote charge as applicable, but such fees will be credited back to you after we receive the defective item and confirm that it is in fact defective.

## 3. Purchased Equipment:

**(a) Generally.** In order to receive the VOOM Services it will be necessary for you to purchase or lease (if available) certain reception equipment consisting primarily of a compatible satellite receiver, a satellite antenna, LNBF unit and remote control ("Equipment"). You will also be provided with a conditional access card ("Access Card") that is inserted into your satellite receiver. The Access Card remains our property, and any tampering or other unauthorized modification to the Access Card is strictly prohibited and may result in, and subject you to, legal action. You agree to return the Access Card to us upon request.

**(b) Equipment Warranty.** We do not make any Equipment you may use to receive or display our programming. We shall have no responsibility for the condition or repair of any Equipment provided or purchased by you. You are responsible for the repair and maintenance of Equipment provided or purchased by you. We are not responsible or liable for any loss or impairment of reception of the VOOM Service due in whole or in part to a malfunction or defect in any Equipment provided or purchased by you. If you obtain your Equipment and any repairs, parts and service from suppliers, we do not warrant these in any way whatsoever and are not in any way responsible for the statements, practices, promises, or warranties of such suppliers. You should direct any complaints about Equipment to the supplier from which you obtained the Equipment and any

repairs, parts and service. Notwithstanding the foregoing, an Equipment warranty may be available to you by us, as determined by us in our sole discretion. The terms and conditions of any such warranty shall be set forth in a separate document provided by us to you. There may be an additional cost for such warranty. Opening, tampering with, making any alterations to, or removing any Equipment from its point of initial installation may void the warranty on such Equipment.

**(c) Access Cards.** Your Access Card will only work in the receiver to which it was assigned by us. If you report to us that your Access Card was lost, damaged, defective or stolen we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee may apply. In addition, in order to minimize downtime for your Equipment, we will, upon your request, deliver a replacement Access Card to you via overnight delivery, but only after we have received any applicable fee. An additional fee may apply for overnight delivery.

**(d) Unauthorized Use of Equipment.** You agree that neither you nor any other person (except the VOOM Service's authorized personnel) will, absent our consent, alter, tamper with, remove, or otherwise use the Equipment so as to permit the receipt of services without authorization or the receipt of services to an unauthorized number of outlets, or to unauthorized locations.

**(e) Stolen Equipment.** If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify us immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the Equipment. You will not be liable for unauthorized use after we have received your timely notification.

#### 4. Leased Equipment:

**(a) Generally.** You may have the opportunity to lease Equipment from us in our sole discretion. If Equipment is leased from us, such Equipment shall at all times remain our sole and exclusive property and we will have the right, at our discretion, to replace it with new or reconditioned equipment and to remove the equipment upon termination of the VOOM Services. None of the Equipment shall become or be deemed fixtures or part of your realty. Our ownership of the equipment may be displayed by notice contained on the Equipment. You shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return of or change in location of the Equipment shall be performed by us at the service rates in effect at the time of service. You shall not attach any electrical or other devices to or otherwise alter the Equipment without our prior written consent. We shall have the right to make such filings as are necessary to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as are necessary for us to make such filings. Upon termination of VOOM Services, you must notify us to schedule the return of the Equipment. Failure to do so will result in a charge to be determined by us in our sole discretion, which amount shall be due immediately.

**(b) Defects in Leased Equipment.** We will repair and/or replace defective Equipment leased by you (excluding the replacement of batteries) as long as such damage was not caused by misuse or other improper operations or handling by you. We are not responsible for the maintenance or repair of any equipment provided by you, including but not limited to television sets, VCR's, DVD players or other video or audio equipment, receivers, satellite dishes, antennas, remote controls, keyboards, stereos or other audio equipment or telephones. A service charge may be imposed if damage

to the Equipment is due to negligent use or abuse or if no fault is discovered in the VOOM Service's system or equipment. In addition, an equipment charge may be imposed for the repair or replacement of any lost, stolen or damaged Equipment that you lease. We make no warranties or representations, with respect to Equipment or service provided by us or with respect to the Equipment's compatibility with any equipment owned by you.

**(c) Access to Subscriber Premises.** You agree to provide our representatives with access at reasonable times to your premises to install, inspect, maintain and/or repair any Equipment supplied by us and, upon the termination of service, to remove the same from the premises. Our failure to remove its property shall not be deemed an abandonment thereof.

**5. Reproduction of Programs; Personal Noncommercial Use Only:** You agree that the programs and other services provided by the VOOM Service will be utilized solely for your personal, noncommercial use and will not be duplicated except in compliance with applicable law.

#### 6. VOOM Service's Rights:

**(a) Monitoring Content.** We have no obligation to monitor content or services accessible by means of the VOOM Service or any of the equipment utilized to provide such service. However, you acknowledge and agree that we have the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, or regulation, to operate its programming and data information services properly, or to protect ourselves or our Subscribers.

**(b) Inappropriate Use.** We shall have the right to determine in our sole discretion

what constitutes an impermissible duplication, or "inappropriate" or "commercial" use, of the VOOM Service's systems, equipment and services.

**7. Assignment or Transfer:** This Agreement, the VOOM Service and any Equipment supplied by us are not assignable or otherwise transferable by you.

**8. Changes to this Agreement:** We may modify this Agreement at any time, in our sole discretion. If such a change has a material effect upon you or the VOOM Service, we will provide notice to you describing such change and its effective date. Any such notice may be sent by us to you via the US mail, and will be considered given when deposited in the US mail, addressed to you at your billing address. We may also provide you with this notice in your billing statement. Your continued use of the VOOM Service after the effective date of any such changes constitutes your agreement to such changes.

#### 9. Termination:

**(a) Generally.** The VOOM Service shall continue until terminated as provided herein. We will automatically renew the VOOM Services that you subscribe to on a periodic basis, including monthly, multi-month and annual subscriptions, as applicable, unless you notify us that you wish to terminate in accordance with the provisions set forth herein.

**(b) Termination of Service by Us.** We may terminate the VOOM Service immediately without notice in the event that: (i) you make an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against you under any law having for its purpose the adjudication of you as a bankrupt or the reorganization of you; (ii) you fail to pay your bill when it is due; (iii) we receive confirmation that you have received the VOOM Services, or any part thereof, without paying for them; or (iv) you otherwise violate the terms of this Agreement or any VOOM Service's rates, rules and regulations.



**(c) Termination of Service by Subscriber.** You shall have the right at any time to terminate the VOOM Service by giving prior notice to us. In the event you elect to terminate the VOOM Service, you will pay for the VOOM Service until the later of: (i) the end of your current billing cycle; or (ii) if you have leased your Equipment, and you fail to keep the scheduled disconnect appointment, the end of the billing cycle during the cycle in which we are able to disconnect your Equipment. If you are terminating an annual or other multi-month subscription commitment, you may be responsible for the payment of the applicable annual fee or other multi-month fee for the entire term to which you committed, or such other amount as we may determine.

**(d) Responsibility After Termination.** If your VOOM Service is terminated for any reason, you are still responsible for payment of all outstanding balances accrued.

**10. Disclaimer:** We assume no liability for any program, services or information distributed over the VOOM Service's receiver, satellite dish and/or antenna unless produced by the VOOM Service. We shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the VOOM Service, unless such products, merchandise or prizes are provided directly by us.

**11. Parental Controls:** As a VOOM Service Subscriber, you can create a PIN (Personal Identification Number) and "locks" (collectively "Parental Controls") to control viewing of programming on specific channels, and/or programming with specific ratings, and/or to control Pay Per View purchasing. See the VOOM Viewer's Guide for instructions on creating Parental Controls. A PIN and locks must be created by you on each receiver to be controlled. Unless and until you establish Parental Controls on a receiver, the receiver will allow viewing and/or purchasing of any authorized programming.

**(a) Channel Locks.** You can use the Parental Control menus to specify channels to be locked. If you lock a specific channel(s), the PIN will be required to watch programming on the channel(s); programs on unlocked channels may be watched without entering the PIN. Information regarding the locked channel(s) will still appear throughout the system, including but not limited to program listings, program descriptions, and Pay Per View ordering information.

**(b) Rating Locks.** You can use the Parental Control menus to specify program ratings to be locked. If you lock a specific rating(s), the PIN will be required to watch programming with the locked rating(s); programs with milder ratings, and unrated programs, may be watched without entering the PIN. Information regarding programs with locked ratings will still appear throughout the system, including but not limited to program listings, program descriptions, and Pay Per View ordering information. Ratings are assigned by the program originator, and not all programs are rated. We cannot be responsible for the presence or accuracy of program ratings.

**(c) Spending Lock.** You can use the Parental Control menus to turn on the Spending Lock. If you lock spending, the PIN will be required to purchase any Pay Per View programming. You are responsible for all Pay Per View purchases made on each of your receivers regardless of whether or not the Spending Lock is turned on, and regardless of who may have entered the PIN.

**(d) Accessing Locked Programming.** Should you deactivate the Parental Controls feature, even for one channel or event, this may deactivate the Parental Controls feature for additional programming previously locked out. You must turn the receiver off and on again to reengage Parental Controls.

**12. Television Screen Burn-In:** Any still images may permanently damage your television screen if displayed for an extended period. Do not leave any still image, including VOOM menus, on the screen for more than five minutes. Never leave your television on while unattended. If a screen saver is available, setting it to the minimum setting will help reduce the risk in the event your television is left unattended. A screen saver does not guarantee protection; you acknowledge that we are not responsible for screen burn-in under any circumstance.

**13. Warranty:** EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT USE OF THE VOOM SERVICE, WWW.VOOM.COM, AND ALL MATERIALS (AS DEFINED BELOW) ARE AT YOUR OWN RISK, AND ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASES; THAT WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WITH REGARD TO THE VOOM SERVICE, WWW.VOOM.COM AND ALL MATERIALS (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE); AND THAT WE DO NOT WARRANT OR REPRESENT THAT THE VOOM SERVICE, WWW.VOOM.COM OR ANY MATERIALS WILL BE ACCURATE, RELIABLE, CORRECT, USEFUL, TIMELY, UNINTERRUPTED, SECURE, DEFECT-FREE OR ERROR-FREE (INCLUDING, WITHOUT LIMITATION, FREE FROM TRANSMISSION OR RECEPTION OUTAGES, BLOCKAGES, WEAKNESSES OR STATIC; VIRUSES, WORMS, TROJANS OR OTHER MALICIOUS CODE; OR OTHER HARMFUL COMPONENTS OR EVENTS). IN JURISDICTIONS NOT ALLOWING THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OUR AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**14. Limitation of Liability:** UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR

DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH THE USE OF THE VOOM SERVICE RECEIVER, SATELLITE DISH AND ANTENNA, BY YOU, THE VOOM SERVICE, ANY MATERIALS, OR ANY OTHER USE OF THE VOOM SERVICES INCLUDING WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF YOUR RELIANCE ON OR USE OF THE VOOM SERVICE RECEIVER, SATELLITE DISH AND ANTENNA, THE VOOM SERVICE OR ANY MATERIALS, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE VOOM SERVICE RECEIVER, SATELLITE DISH, AND ANTENNA, THE VOOM SERVICE, OR OTHERWISE RELATED TO THE USE, MISUSE OR INABILITY TO USE THE VOOM SERVICE, WWW.VOOM.COM OR ANY MATERIALS (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF WE AND/OR OUR SUPPLIERS HAVE BEEN ADVISED OF A POSSIBILITY OF DAMAGES); AND (B) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE VOOM SERVICE RECEIVER, SATELLITE DISH, ANTENNA, THE VOOM SERVICE OR ANY MATERIALS BY YOU OR A THIRD PARTY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. THIS LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF US, OUR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO A CAUSE OF ACTION AGAINST US IN CONTRACT, TORT OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDY REGARDING ANY OF THE FOREGOING IS TO DISCONTINUE USING THE VOOM SERVICE, WWW.VOOM.COM AND ALL MATERIALS. IN

JURISDICTIONS NOT ALLOWING THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**15. Content:** You acknowledge and agree that all materials, including, without limitation, content, data, software, information, products and services, contained on or provided through the VOOM Service ("Materials"), are protected by copyright, trademark, service mark, patent, trade secret, or other proprietary rights or laws; that except as specifically permitted by this Agreement, any use of Materials is strictly prohibited; that except if we and/or the applicable rights holder(s) give you prior written permission, you will not sell, license, rent, modify, print, copy, reproduce, download, transmit, distribute, publicly display, publicly perform, publish, edit, adapt, compile, or create derivative works from any Materials. You acknowledge and agree that we, in our sole discretion, at any time and with or without notice, may block or terminate your or any other party's access to all or part of the VOOM Service or any Materials, or change or discontinue any aspect or feature of the VOOM Service or any Materials (including, without limitation, discontinuing the VOOM Service in its entirety); and that, without limitation of any other provisions of this Agreement, we reserve the right to take any actions at law or in equity that we deem appropriate in connection with the VOOM Service, Materials and this Agreement. You also acknowledge and agree that, unless we specifically provide otherwise, any content on the VOOM Service or links on www.voom.com to other sites do not imply our endorsement of such content or sites or that we have any association whatsoever with the owners or operators of such content or sites; that such content and sites are not under our control; and that we are not responsible for any materials (including, without limitation, any content, data, software, information, products or services) comprising, contained in or on, or provided

through such content or sites, or the appropriateness, decency, legality, copyright compliance, accuracy or any other aspect of such content and sites.

**16. Prohibited Use:** You shall not use the VOOM Service receiver, satellite dish, or antenna, or the VOOM Service for illegal or inappropriate activities, including but not limited to: (a) invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable; (b) modifying, disrupting or tampering with our equipment including but not limited to, tampering with the Access Card or any of the VOOM Services; (c) restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy any VOOM Service; or (d) reselling the VOOM Service. Engaging in one or more of these activities may result in termination of this Agreement. This Section 16 shall not in any way limit our rights of termination pursuant to any other provision of this Agreement.

**17. Security:** You are responsible for any misuse of any equipment supplied by us, or the VOOM Service, even if the inappropriate activity was committed by a friend, family member, guest, employee or other person with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to any equipment provided by us, or the VOOM Services.

**18. Privacy Policy:** Please see our privacy policy (which is part of this Agreement) for a detailed outline of our privacy policies and how they affect your use of any Equipment provided by us and the VOOM Services.

**19. Indemnification:** You acknowledge and agree that you will indemnify and hold harmless us and our subsidiaries, successors, assigns, affiliates, licensors and suppliers, together with all of their respective officers, directors, employees and consultants, against any and all claims, damages, losses, liabilities, judgments, costs and expenses (including attorneys' fees and costs) relating to your use, misuse or inability to use the Equipment, the VOOM Service, www.voom.com or any Materials, or to your violation of this Agreement, any laws, rules or regulations, or any rights of any third parties; that we reserve the right to exclusively defend and control any such indemnification matters; and that you will fully cooperate with us in any such defenses.

**20. Jurisdiction and Applicable Laws:** You acknowledge and agree that if you are located in any jurisdiction in the world where any common, statutory, regulatory, codified or other law, rule or regulation makes accessing the VOOM Service, www.voom.com, or any Material inappropriate or illegal, or subject to consents or permissions that you yourself have not obtained, or voids this Agreement in whole or in part, then you are not authorized to access the VOOM Service, www.voom.com or any Material. You also acknowledge and agree that this Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding conflicts of law provisions; that the exclusive jurisdiction for any claim or action relating to your use, misuse or inability to use the VOOM Service, www.voom.com or any Materials, or to this Agreement, will be in the state or federal courts located in the State of New York; that you will irrevocably submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such claim or action; and that you will irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

**21. Modification:** You acknowledge and agree that if any provision of this Agreement is held by any court or other tribunal of competent jurisdiction to be not enforceable,

then such provision will be eliminated or limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect; that this Agreement constitutes the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and us, whether oral or written, relating to any subject matter of this Agreement; that this Agreement may not be modified, in whole or in part, except by us and as otherwise might be specifically described elsewhere in this Agreement; and that anything contained on or provided through this site that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement.

## 22. Dispute Resolution:

**(a) Informal Resolution.** Before either you or we institute any formal proceeding for a claim one of us may have against the other, we agree to try to resolve any such dispute informally, for at least sixty (60) days after one of us notifies the other in writing of any such claim.

**(b) Arbitration.** In the event any claim cannot be resolved informally, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Agreement or otherwise between you and us, shall be resolved individually, without resort to any form of class action, and shall be submitted to binding arbitration in the State of New York in New York County in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$20,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with at least five (5) years of experience in the primary area of law as to which the dispute relates. The cost of the arbitration shall

be borne equally by the parties, unless the arbitrator awards costs and attorney's fees to the prevailing party.

**23. Entire Agreement:** This Agreement constitutes the entire agreement between you and us. No undertaking, representation or warranty made by any agent or representative of the VOOM Service in connection with the sale, installation, maintenance or removal of any services relating to the VOOM equipment shall be binding on us except as expressly included herein.

## Privacy Policy

We are providing the following policy to inform Voom subscribers ("you") of our practices regarding personally identifiable information that may be collected, used and disclosed during the course of providing our Voom high definition direct broadcast television services ("Voom Service") to you. Voom is wholly-owned by Rainbow DBS Company LLC ("Rainbow DBS," "we" and "our"). You may direct any questions regarding our Voom privacy practices to:

**Attn: Privacy, Legal Department**  
**Rainbow DBS Company LLC**  
**200 Jericho Quadrangle**  
**Jericho, New York 11753**  
**1-516-803-6010**  
**voomprivacy@voom.com**

You should be aware that our Voom Service may allow you to view third party content or applications or interact with third party companies or individuals that are independent of Rainbow DBS and are beyond our control. By using these other services, you may enable these third parties to obtain personally identifiable information about you. The practices described in this policy do not apply to such third parties. You must review the privacy policies, if any, provided by these third parties. Rainbow DBS is not responsible or liable if these third parties fail to follow their posted policies.

### Collection of Personally Identifiable Information:

We may collect personally identifiable information about you when: (a) you voluntarily provide information to us; (b) it is necessary to provide the services you have requested or enhancements to the Voom Service; or (c) to authenticate users and to prevent

unauthorized reception of, or access to, our services. The types of information about you that may constitute personally identifiable information include:

- **Registration and account information**, including your name, home address, e-mail address, work address, screen names, telephone numbers, social security number, drivers license number, billing, service, payment and credit records, credit card or bank account information, customer correspondence, complaint and service history, and records of violations or alleged violations of the Terms and Conditions and other policies that govern your use of the Voom Service;

- **Account usage information**, including the services you subscribe to, service preferences and settings you indicate through your voluntary interaction with the system, certain transactions and purchases you make through the Voom Service, how often you access and how long you use the Voom Service, and the number and name of additional e-mail addresses or accounts set up through the Voom Service;

- **Technical information**, including the types and number of devices you use to connect directly or indirectly to the system (e.g., converters, cable modems, or other equipment), the location and configuration of these devices, the delivery and routing of our service to you, and maintenance and repair records for the devices used for the Voom Service; and

- **Other information**, including research records containing information obtained through voluntary subscriber interviews or surveys, information provided to Rainbow DBS from receipt of cable or other services, publicly available information, home ownership or rental information so we can obtain any permission required prior to installing or servicing our equipment, or other information we need to render our Voom Service to you.

We may combine personally identifiable information with other publicly available

information (such as census and household information) or information obtained from our affiliated entities or other third parties. We may use this information to create an enhanced subscriber database, to research our service features, or we may segment personally identifiable information to create separate subscribers lists or aggregate information lists.

#### **How We Use Personally Identifiable Information:**

We use personally identifiable information to enable us to deliver, operate and maintain the Voom Service, including, to provide accurate customer and technical service, to respond to subscriber inquiries and troubleshooting; to ensure proper billing and delivery of our Voom Service; to provide specific services requested, purchased or subscribed for, to protect the security of our equipment and services; to communicate with subscribers about service issues, enhanced features and new product or service offerings; to improve the quality of our services; to ensure compliance with applicable laws and the Terms and Conditions and other policies governing the Voom Service; and to maintain our accounting and tax records.

By using the Voom Service, you expressly authorize Rainbow DBS or its authorized agents to contact you. Subscribers may opt out of certain Voom promotional or marketing information calls, e-mail or direct mail by contacting us at 1-800-GET-VOOM.

#### **Aggregate Information:**

To gauge the effectiveness of the Voom Service, we do collect some aggregate information about you and your use of the service. For instance, we may collect information regarding your use of different aspects of the Voom Service, content accessed, time spent viewing different content, interaction with third parties and similar

usage information. We may also use personally identifiable information to develop aggregate information about our subscribers. We may share Aggregate Information with unaffiliated third parties, such as business partners, content providers and advertisers in an aggregate, anonymous form, which means that the shared information will not contain nor be linked to any personally identifiable information about you.

#### **Disclosure of Personally Identifiable Information:**

In order to deliver the Voom Service to you and to operate and maintain the Voom Service, we must share some of your personally identifiable information with our vendors, partners and affiliated companies. All such disclosures are limited to the personally identifiable information necessary for the particular task.

Companies and individuals that may have such authorized access to your personally identifiable information include our employees, billing and collection services; credit reporting agencies; installation, repair and subscriber assistance subcontractors or agents; sales representatives; attorneys, consultants and accountants; software vendors; service suppliers; auditors of service providers; marketers of Voom products and services; entities affiliated through common ownership or control with Rainbow DBS, strategic partners offering or providing products or services jointly or on behalf of Rainbow DBS; consumer and market research entities; or a purchasing entity if we sell or transfer ownership of all or a part of the Voom Service or Rainbow DBS; and authorized representatives of government.

Consistent with the applicable laws, we may disclose personally identifiable information to representatives of government or other authorized persons. We will disclose such information pursuant to a warrant, court order, administrative subpoena, other legal

process or voluntarily if we reasonably believe that such disclosures are necessary to avoid legal liability or potential harm.

#### **Protection of Personally Identifiable Information:**

We take reasonable technical and physical security measures to protect your personally identifiable information while in our possession. For example, we limit access to databases containing subscribers' personally identifiable information to authorized employees. We also limit access to third party agents permitted to access your information as described in this policy. Subscriber security suggestions may be available on [www.voom.com](http://www.voom.com).

However, due to the inherent open nature of wireless transmissions, the Internet and interactive services, we cannot guarantee that all data, communications and services will be free from unauthorized access, interception or interruptions by third parties such as hackers or system failures, and your use of the Voom Service demonstrates your assumption of this risk. If you use the Voom Service or the Internet to send, receive or post personal or confidential or personal information, you do so at your own risk.

#### **Access to Records Containing Personally Identifiable Information:**

You have the right to inspect the personally identifiable information we maintain about you and to correct any errors in such information. If you wish to view such information, please notify us in writing at the local business office specified on your service bill. We will then contact you to arrange a mutually convenient time for review during our regular business hours. However, we may be unable to modify or remove your personally identifiable information which has been shared with third parties as permitted by this policy.

#### **Cookies and Clear Gifs/Web Beacons/Web Bugs:**

You may access information about the Voom Service through our website located at [www.voom.com](http://www.voom.com). Our website may use "cookie" technology, where our servers may deposit special codes on your computer to personalize your experience on the website and to help us determine, in the aggregate, the total number of visitors to the website on an ongoing basis. We may also collect information regarding the types of Internet browsers (e.g., Netscape Navigator or Internet Explorer) and operating systems (e.g., Windows or Macintosh) used and content viewed through the Voom Service. Our website and e-mails may use "clear gifs" (also known as "web beacon" or "web bug") technology, tiny graphics with unique identifiers to track individual user movements and responses.

#### **Notification for Changes to This Policy:**

We reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time. We will post these changes in a revised privacy policy that we will make available to subscribers either through our Voom Service, on [www.voom.com](http://www.voom.com) or by mail. Your continued use of the Voom Service following notice of a revised policy constitutes your acceptance to the revised privacy provisions. However, if at any time in the future we plan to use personally identifiable information in a way that differs from this policy, we will not do so until we obtain your consent prior to such differing use.

#### **Protection of Children's Privacy:**

We do not intentionally collect personally identifiable information from children under thirteen years of age. If, as a part of a future service offering, we decide to request personally identifiable information from children under thirteen, we will require



verifiable parental consent before we collect this information, except in circumstances authorized by law.

**Procedure for Making Claims of Copyright Infringement:**

We respect the intellectual property of others, and we ask that you and all of our customers do the same. If you believe that your copyrighted work resides on the Voom Service in a way that violates applicable law, you may notify us by providing our copyright agent with all of the following information:

1. The electronic or physical signature of the copyright owner, or the person or entity authorized to act on behalf of the copyright owner.
2. A specific description of the copyrighted work claimed to be infringed.
3. A specific description of the claimed infringing activity (including, for example, the specific www.voom.com page address).
4. A specific description where the original or an authorized copy of the copyrighted work exists (including, for example, a specific Web page address).
5. Your name, address, telephone number and e-mail address.
6. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, the person or entity authorized to act on behalf of the copyright owner, or the law.
7. A written statement by you, made under penalty of perjury, that all of the above information is accurate, and that you are the copyright owner or the person or entity authorized to act on behalf of the copyright owner.

Our agent for notices of claims of copyright infringement on this site may be reached as follows: Andrew Wolfson, Copyright Infringement, Legal Department,

Rainbow DBS Company LLC, 200 Jericho Quadrangle, Jericho, New York 11753, 1-516-803-6010, voomprivacy@voom.com.

**Terms and Conditions:**

This Privacy Policy is subject to, and your use of the Voom Service is governed by, the Voom Service Terms and Conditions. Your use, or access, of the Voom Service constitutes your agreement to be bound by these provisions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT ACCESS OR OTHERWISE USE THE VOOM SERVICE.

Notes:



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