



EXISTING CUSTOMER NETFLIX ADS PLAN BUNDLE OFFER

Term Commitment: You acknowledge and agree that by entering into the Netflix Standard with Ads Plan Bundle Offer, you are entering into a twenty-four (24) month term commitment for the DISH Service (the “**Term Commitment**”). This Term Commitment begins on the date you accept this offer and will end after twenty-four (24) months of active DISH Service. Notwithstanding the Term Commitment, you may cancel your Netflix Standard with Ads service at any time after subscribing to the Netflix Standard with Ads service through this offer.

Early Termination Fee: If your DISH Service is disconnected or canceled prior to the end of your new Term Commitment for ANY REASON (for example, and without limitation, if you cancel your DISH Service because you move to a location where you cannot receive your DISH Service) and any programming or other fees and charges related to your new Term Commitment have not been paid in full, then you agree to pay, and DISH may automatically charge, an early termination fee to your DISH account or your Qualifying Card (as defined in your Promotion Agreement), at DISH’s option. The early termination fee will be prorated by multiplying \$10 by the number of months remaining in your new Term Commitment. **The maximum early termination fee is \$240.**

Credit: By agreeing to participate in this Netflix Standard with Ads Plan Bundle Offer, DISH will apply a monthly credit (“**Commitment Credit**”) to your DISH account balance for up to twenty-four (24) months from the date you accept this offer, subject to the terms and conditions applicable to the offer retention (the “**Commitment Credit Promotional Period**”). Certain terms and conditions could result in application of the Commitment Credit for less than twenty-four (24) months.

Commitment Credit: \$7.99/ month.

DISH will not extend your Commitment Credit Promotional Period for any reason. Upon the expiration of your Commitment Credit Promotional Period, you will pay the full then-current price for your programming packages, Services, and Equipment without the above Commitment Credit. If your DISH Service is disconnected or canceled, your Netflix Standard with Ads Plan will also be canceled and you will no longer have access to the Netflix service (unless you were a pre-existing Netflix customer, as described in Eligibility and Terms below). If you cancel your Netflix Standard with Ads Plan at any time, you will no longer receive the Commitment Credit; however, you will still be subject to the Term Commitment. You may upgrade or downgrade your Netflix plan at any time by visiting <https://www.netflix.com/ChangePlan> and the plan change takes effect immediately. By changing to a higher-priced plan, the Commitment Credit will remain the same but DISH will bill you for the full net retail price of the higher-priced plan. The first monthly charge for any upgrade will be prorated as of the date of the change.

Eligibility and Terms: Offer subject to change. In order to be eligible, you must be a customer of DISH in good-standing and sign-up for the Netflix Standard with Ads Bundle through DISH and activate your Netflix account. For existing Netflix customers who have previously subscribed directly through Netflix or a non-DISH third-party billing partner, you may sign up for DISH’s Netflix Standard with Ads Plan Bundle Offer by linking your existing Netflix account to your DISH package via an activation link, through the DISH website, or via your DISH receiver. It may take one (1) billing cycle to switch your Netflix billing over to DISH during which time you will continue to be charged separately for any existing Netflix account. If you link an existing Netflix account to this offer, terminating your DISH Service will not automatically cancel your Netflix membership, and Netflix will automatically resume charging your existing payment method that they have on file. Not redeemable or refundable for cash; cannot be exchanged for Netflix gift subscriptions. Netflix Terms of Use (www.netflix.com/termsfuse), standard terms for Offers, and privacy statement (<https://help.netflix.com/legal/privacy>) apply. Like all plans, features may change or be discontinued at any time. If Netflix changes its net retail price for the Netflix Standard with Ads service, DISH will notify you and you will be charged the new net retail price for the plan starting thirty (30) days after the effective date of the price change or during the next billing cycle; however, the Commitment Credit will remain the same. DISH is not required to increase its Commitment Credit to you due to an increase in Netflix’s retail pricing. Immediately following the Commitment Credit Promotional Period, you agree that you will enter into a roll-to-bill state and will be charged the then-current price for the Netflix Standard with Ads service (or your upgraded or downgraded plan, if applicable) on your DISH bill, unless you cancel your Netflix service. DISH will share the email address and/or phone number registered to your DISH account with Netflix to facilitate your activation of the Netflix service included in your DISH service. For further information about how DISH handles your personal data, please visit the Privacy Notice available on my.dish.com/privacy-notice. You can view Netflix’s Privacy Statement on netflix.com/privacy.

Minimum DISH Programming and Equipment: You are required to maintain one of the following Minimum Programming Packages at all times during your Term Commitment in order to remain eligible for this Netflix Ads Plan Bundle Offer and to continue obtaining the above Commitment Credit.

Minimum Programming Packages	
Programming Package	Programming Package
America's Everything Pack	Latino Max
America's Top 120	Latino Plus
America's Top 120+	Latino Dos
America's Top 200	Flex Pack
America's Top 250	Smart Pack
Latino Clasico	

You acknowledge and agree that you will no longer be eligible for the above Commitment Credit if you change or otherwise modify your programming package during the Commitment Credit Promotional Period to a programming package that is not one of the Minimum Programming Packages. Therefore, if you change or otherwise modify your programming package to a programming package that is not one of the Minimum Programming Packages after acceptance of this Netflix Ads Plan Bundle Offer and during your Commitment Credit Promotional Period, then DISH will terminate the Commitment Credit unless and until you change or otherwise modify your programming package back to a Minimum Programming Package. Even though you do not receive a Commitment Credit during the time in which you do not have a Minimum Programming Package to when you may change your programming package back to a Minimum Programming Package, your Commitment Credit Promotional Period will not be extended beyond the twenty-four (24) months from the date you accept this offer.

In addition to the above Minimum Programming Packages, you must also maintain Netflix-compatible Equipment at all times during your Term Commitment in order to remain eligible for and to continue obtaining the above Commitment Credit; otherwise, the Commitment Credit Promotional Period will terminate. You acknowledge and agree that the price for your programming package, Services, and/or Equipment may be changed at any time and from time to time.

If you participate in DISH Pause, or any other program that allows you to temporarily suspend your DISH Service, you will not receive your Commitment Credit for the time period that your DISH Service is paused or suspended and you will be billed in full for your Netflix-related service. Even though you do not receive a Commitment Credit during the time in which your DISH Service is paused or suspended, your Commitment Credit Promotional Period will not be extended beyond the twenty-four (24) months from the date you accept this offer. If you terminate your Netflix Standard with Ads Plan, then you will no longer obtain the Commitment Credit Promotional and the Commitment Credit Promotional Period will be terminated completely. Upon reactivating your DISH Service after participation in DISH Pause or other similar program, you will pay the then-current price for your programming packages, Services, Equipment, and/or Netflix-related service. Participation in DISH Pause temporarily pauses, but does not terminate, your Term Commitment. Your Term Commitment will expire only after twenty four (24) months of active Service.

Miscellaneous: Any terms used, but not defined, in this notice have the meanings ascribed to them in your Promotion Agreement and Residential Customer Agreement. Except as expressly set forth above in this notice, all terms and conditions of your Promotion Agreement and Residential Customer Agreement remain in full force and effect. This offer is valid for seven (7) days from when sent by DISH to you unless rescinded by DISH prior to your acceptance.

By signing below, I acknowledge that I have read, understand, and accept the terms and conditions of this Netflix Ads Plan Bundle Offer.

Customer Name(s): _____ **Customer Signature:** _____

Account #: _____ **Date:** _____