


**Flex24 Plan Agreement**

This agreement (“**Agreement**”) sets forth the terms and conditions of the Flex24 plan. The Residential Customer Agreement (“**RCA**”) is incorporated by reference herein and contains additional terms and conditions. The RCA is included in your receiver’s user’s guide and is available online at dish.com/legal. You and DISH agree that any and all disputes arising out of, relating to or concerning this Agreement (including, without limitation, the RCA), your DISH service and/or any other aspect of your relationship with DISH will be resolved through mandatory and binding arbitration pursuant to the terms and conditions set forth in the RCA.

|  |   |
|--|---|
| <b>Length of Term Commitment:</b>  | <b>24 months</b>  |
| <b>Non-Refundable Activation Fee</b> (must be paid prior to installation):   | <b>\$50.00</b>  |
| <b>Early Termination Fee:</b> If prior to the end of your term commitment: (A) your DISH service is disconnected 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); or (B) you downgrade your programming below a Required Minimum Programming Package (as defined below), and in either case, all programming and other prices, fees and charges for your term commitment have not yet been paid in full, you agree to pay, and DISH will automatically charge, an early termination fee to your DISH account or your Qualifying Card (as defined below), at DISH’s option. | Prorated by multiplying \$20 by the number of months remaining in your term commitment.<br><b>Maximum early termination fee is \$480.</b> |

**Unreturned Equipment Charges:** The following “**Leased Equipment**” provided to you under this Agreement (including, without limitation, the RCA) is leased and remains the property of DISH at all times: receiver(s); wireless access point(s); smart card(s); remote control(s); and LNBF(s). You agree that you will return all Leased Equipment in accordance with the “Equipment Return” section below within 70 days following disconnection of your DISH service or Leased Equipment, and if you do not, DISH will charge the following “**Unreturned Equipment Charges,**” as applicable, to your DISH account or your Qualifying Card, at DISH’s option: LNBF, **\$49**; Joey, Super Joey, Wireless Joey, 4K Joey, HD Duo Non-DVR, HD Solo Non-DVR and Wally, **\$99**; Hopper Duo, HD Solo DVR and HD Duo DVR, **\$199**; Hopper and Hopper with Slings, **\$249**; and Hopper 3, **\$349**. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your DISH account or your Qualifying Card, at DISH’s option. If you return the Leased Equipment in accordance with this Agreement (including, without limitation, the RCA), the Unreturned Equipment Charge(s) that you have paid to DISH, if any, will be refunded upon DISH’s receipt of the applicable Leased Equipment.

**\*\*\*You acknowledge and agree that DISH has the right to, without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed), add, delete, rearrange, alter, change and/or eliminate: (A) any and all prices, fees and/or charges; and/or (B) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities. \*\*\*You further acknowledge and agree that DISH has the right to, without notice at any time (including, without limitation, during any term commitment to which you have agreed), change your payment terms if you fail to make payments by your payment due date. \*\*\*You are still bound by this Agreement (including, without limitation, the RCA) if you change your residence. \*\*\*Do not sign this Agreement until you have read the entire Agreement (including, without limitation, the RCA).\*\*\***

*By signing below, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement (including, without limitation, the RCA), and that all such terms and conditions were disclosed to you prior to activation. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are a Customer listed below or a person authorized by the Customer(s) to sign this Agreement. If you are located in Puerto Rico, you are entering into this Agreement (including, without limitation, the RCA) with DISH Network Puerto Rico L.L.C.; if you are located anywhere other than Puerto Rico, you are entering into this Agreement (including, without limitation, the RCA) with DISH Network L.L.C.*

**Customer Name(s):** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_

**Subscriber Eligibility:** DISH services and equipment must be ordered, installed and activated between and including **July 12, 2018** and **January 14, 2019**. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH subscribers; and (B) former residential DISH subscribers who (1) paid all balances owing under their prior DISH account(s) in full and (2) have not received any DISH service (other than from a Shared Dish MDU Property (as defined below)) during the 60-day period prior to activation under this plan (“**Former DISH Subscribers**”). No new, first-time residential DISH subscriber or Former DISH Subscriber is eligible for this plan unless such subscriber: (a) resides in the continental United States, Alaska, Hawaii, Puerto Rico, or the US Virgin Islands; (b) provides DISH with a social security number issued to the customer who signs this Agreement; AND (c) receives credit approval. DISH will determine eligibility and may deny eligibility for any reason. “**Shared Dish MDU Property**” means a dormitory, apartment building, condominium complex,

retirement community or other type of multifamily living establishment that affords residents living quarters and has a central master antenna system used for distribution of programming and/or other DISH services.

**Required Minimum Programming Packages:** You must subscribe at all times to one of the “Required Minimum Programming Packages” listed in the table below or a higher-priced programming package. You represent that you have been informed as to whether you are eligible to receive local network channels by satellite.

| Required Minimum Programming Packages |  |   |  |
|---------------------------------------|--|---|--|
| Programming Package                   | Price Including Local Network Channels Where Available | Programming Package   | Price Excluding Local Network Channels   |
| DishLATINO Básico                     | \$34.99/mo.  | Qualifying International programming (also requires subscription to Chinese Basic or International Basic) | \$19.99/mo. or higher<br><i>PLUS</i><br>\$15.00/mo. for Chinese Basic or International Basic |
| Welcome Pack                          | \$22.99/mo.  | DISH America  | \$47.99/mo.  |

**Installation:** Except as otherwise provided below, this plan includes standard professional installation of up to 6 receivers to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. If you reside in a Shared Dish MDU Property, then you will not receive, and this plan does not include, standard professional installation of an antenna and/or mounting hardware. Additional equipment may be required and additional prices, fees and charges may apply in certain installations or with certain programming purchases. Maximum of 6 leased receivers (supporting up to 6 total TVs) per account. **RESIDENTS OF ALASKA ONLY: IN THE EVENT THAT DISH DETERMINES THAT YOU ARE A RESIDENT OF A REMOTE AREA OF ALASKA (“REMOTE AREA”), THEN YOU ACKNOWLEDGE AND AGREE THAT: (A) NEITHER DISH NOR ANY OF DISH’S RETAILERS WILL FURNISH, OR HAVE ANY OBLIGATION TO FURNISH, ANY INSTALLATION SERVICES TO YOU AT ANY TIME; (B) YOU ARE SOLELY RESPONSIBLE FOR INSTALLING ANY AND ALL LEASED EQUIPMENT (INCLUDING, WITHOUT LIMITATION, RECEIVER(S), SMART CARD(S), REMOTE CONTROL(S) AND LNBF(S)); (C) YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL RISKS ASSOCIATED WITH AND RESULTS OF SUCH INSTALLATION (INCLUDING, WITHOUT LIMITATION, RECURRING MATERIAL INTERFERENCE OF SIGNAL RECEPTION, LIMITATIONS TO THE QUALITY OR USABILITY OF YOUR DISH SERVICE, PERSONAL INJURY AND DAMAGE TO THE LEASED EQUIPMENT); (D) NEITHER DISH NOR ANY OF DISH’S RETAILERS WILL AT ANY TIME CONDUCT ANY IN-HOME SERVICE CALLS FOR YOU; AND (E) THE FOREGOING DOES NOT RELIEVE YOU OF ANY OF YOUR OBLIGATIONS PURSUANT TO THIS AGREEMENT.**

**Receivers:** “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models currently include: **HD Solo Non-DVR; HD Solo DVR; and Wally.** “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models currently include: **HD Duo Non-DVR; and HD Duo DVR. Hopper, Hopper Duo, Hopper with Sling, Hopper 3, Joey, Super Joey, Wireless Joey and 4K Joey** each connect to 1 TV.

**Prices, Fees, Charges and Payments:** You agree to pay monthly by the payment due date for the programming you select and for all other applicable prices, fees and charges. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay the following one-time lease upgrade fees: \$25 for each **722 HD Duo DVR, Wireless or Joey**; \$50 for each **HD Solo DVR, HD Solo Non-DVR, Hopper, Hopper Duo, Joey, 4K Joey or Wally**; \$75 for each **HD Duo Non-DVR**; \$100 for each **Super Joey or Hopper with Sling**; and \$200 for each **Hopper 3**. Other prices, fees and charges may apply as set forth in this Agreement (including, without limitation, the RCA). All payments are non-refundable. You agree that your DISH service has been properly installed and activated, and you hereby waive any right to a credit and/or refund of any previous payment to DISH (or any price reduction or any other form of compensation) to which you may have otherwise been entitled. If you do not pay your bill in full by its due date, or if at any time otherwise fail or refuse to make timely payment for your services, DISH may disconnect your services at any time thereafter, and in such event DISH will be relieved from any and all of DISH’s duties and obligations under this Agreement. If at any time your service is disconnected due to non-payment, you must pay any outstanding balance and a restart fee in order to restart your service. The following monthly fees apply:

| Monthly Fees  | Fee Amount  |
|---|-------------|
| <b>Additional Receiver Fee</b>  |             |
| Each Solo Non-DVR receiver, Joey, Wireless Joey, 4K Joey and Wally  | \$7.00/mo.  |
| Each Super Joey   | \$10.00/mo. |
| Each Solo DVR receiver  | \$10.00/mo. |
| Each Hopper, Hopper with Sling and Hopper 3   | \$15.00/mo. |
| Each Duo Non-DVR receiver   | \$14.00/mo. |
| Each Duo DVR  | \$17.00/mo. |
| In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account. |             |

| <b>Non-DVR First Receiver Fee</b>           | <b>Fee Amount</b> |
|---|-------------------|
| Non-DVR First Receiver Fee                  | \$7.00/mo.        |
| <b>DVR Service and Hopper Receiver Fees</b> | <b>Fee Amount</b> |
| Solo DVR and Duo DVR receiver               | \$15.00/mo.       |
| Hopper Duo                                  | \$10.00/mo.       |
| Hopper, Hopper with Sling and Hopper 3      | \$15.00/mo.       |

**Suspension of Service:** If you participate in DISH Pause or any other program that allows you to temporarily suspend your DISH service at any time during your term commitment, your term commitment will be extended by the number of days that your DISH service is suspended. DISH will determine eligibility for participation and may deny eligibility for any reason.

**Equipment Return:** You may use the Leased Equipment provided under this plan only while you remain an active customer in good standing and in compliance with this Agreement (including, without limitation, the RCA). You must return all Leased Equipment in good operating condition, normal wear and tear excepted, within 30 days following cancellation or disconnection of your DISH service or disconnection of your Leased Equipment. If you acquired your Leased Equipment from a retailer, then you must return all Leased Equipment to: (A) your original retailer, if such cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs during the first 30 days following your initial activation of programming; or (B) DISH, if such cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs after such 30-day period. You are responsible for and shall bear all costs, expenses and risk of returning your Leased Equipment, including, without limitation, risk of loss during shipment. You are not responsible under the terms and conditions of this Agreement for the return of equipment other than your Leased Equipment. Following cancellation or disconnection of your DISH service or disconnection of your Leased Equipment (unless you acquired your Leased Equipment from a retailer and the cancellation or disconnection of your DISH service or disconnection of your Leased Equipment occurs during the first 30 days following your initial activation of programming and you returned Leased Equipment to such retailer within 30 days following cancellation or disconnection of your DISH service or disconnection of your Leased Equipment), DISH will send you one or more return labels and empty boxes (depending on your Leased Equipment) to be used by you in returning your Leased Equipment and DISH will charge you \$15.00 for each such return label and empty box (“**Box Return Fee**”). The Box Return Fee is subject to change at any time. Unless you are a resident of a Remote Area of Alaska, you also have the option of contacting DISH by calling 800-333-DISH (800-333-3474) to request that DISH or our designee(s) perform an in-home service call to remove your Leased Equipment at DISH’s then-current in-home service call rate, which rate is subject to change at any time. Leased Equipment will not be deemed returned until received by DISH.

| <b>DISH Protect</b>  | <b>====&gt; Signature: _____</b> |
|--|----------------------------------|
| <p>DISH Protect is an optional service program currently priced as set forth in the table below. DISH Protect is offered in three plans: Silver, Gold, and Platinum. The services offered in each plan can be viewed at <a href="http://mydish.com/support/equipmentservices">mydish.com/support/equipmentservices</a>. If you elect to take the service, you may receive an initial 6 month trial offer of DISH Protect if such plans are available to you at the time you sign this Agreement. During the trial offer period, you will be charged the monthly Trial Offer Price set forth below (which will vary based on the DISH Protect plan that you select). By signing above, you are accepting the terms of this trial offer and understand that you may cancel or change your DISH Protect plan at any time by calling 800-333-DISH (3474). You also agree that if you do not cancel your DISH Protect plan during the initial 6 month trial offer period, DISH will automatically begin billing you the then-current monthly Regular Price of your DISH Protect plan upon the expiration of the 6 month trial offer period until you cancel your DISH Protect plan. If you change your DISH Protect plan during the trial offer period, you will be billed the then-current Trial Offer Price of the new DISH Protect plan for the remainder of your trial offer period (and the then-current monthly Regular Price thereafter). DISH Protect is not available to residents of Remote Areas of Alaska and/or residents of some Shared Dish MDU Properties. If you reside in a Shared Dish MDU Property and you are not sure if you qualify for DISH Protect, then please call 800-454-0843 to determine if you qualify.</p> |                                  |

| <b>DISH Protect plan</b>  | <b>Regular Price/month</b> | <b>Trial Offer Price/month</b> |
|---------------------------|----------------------------|--------------------------------|
| Silver (Single Service)   | \$9.99                     | \$0.00                         |
| Silver (Bundled Services) | \$11.99                    | \$0.00                         |
| Gold                      | \$12.99                    | \$3.00                         |
| Platinum                  | \$24.99                    | \$15.00                        |

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section at [dish.com](http://dish.com) or you may contact DISH at [care@dish.com](mailto:care@dish.com); 800-333-DISH (3474); or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the prices, fees and charges applicable to the goods and services you have selected under this Agreement (including, without limitation, the RCA) by calling 800-333-DISH (3474).

**PLEASE READ THIS IMPORTANT INFORMATION**

**QUALIFYING CARD AUTHORIZATION**

====> **Signature:** \_\_\_\_\_

*By signing above, you authorize DISH to charge, and/or place a hold with respect to all Box Return Fee(s), early termination fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (including, without limitation, the RCA) (collectively, the “Authorized Amounts”) to the credit card or debit/check card that you initially provided to DISH (the “Qualifying Card”) until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH’s submitting a signed receipt. Payment of early termination fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are the holder of the Qualifying Card or are a person authorized by the holder of the Qualifying Card to sign this Authorization.*

**CUSTOMER CONTACT INFORMATION**

====> **Signature:** \_\_\_\_\_

*By signing above, you authorize DISH, and/or any debt collection agency and/or debt collection attorney hired by DISH, to contact you regarding your DISH Network account and any other accounts we service, or to recover any unpaid portion of your obligation to DISH, through an automated or predictive dialing system or prerecorded messaging system, at the phone number (including any cellular phone number), or other contact information you have provided or subsequently provide to DISH. You understand that you do not need to provide a cellular phone number to receive DISH services.*