

## TERMS AND CONDITIONS:

These Terms and Conditions (“Terms”) set forth additional terms and conditions applicable to your purchase of video content, such as movies, and television episodes (collectively “Purchased Content”) through your DISH Network L.L.C. account (the “Digital Store”). The Residential Customer Agreement (“RCA”) is incorporated by reference herein and contains additional terms and conditions. The RCA is available online at [dish.com/legal](http://dish.com/legal).

Together with these Terms, the RCA, and any other agreements (including the DISH Privacy Policies and other agreements that you are subject to with DISH), in each case as updated from time to time, that may apply to your use of the Digital Store collectively constitute the “Agreement” that you agree to as part of using the Digital Store. These Terms apply only to Purchased Content, and not any other DISH service, including, but not limited to, video-on-demand rentals or pay-per-view content. In the event of a conflict between these Terms and the RCA regarding Purchased Content, these Terms shall control. Defined terms used, but not defined herein, have the meaning given in your RCA.

Each time you visit or use the Digital Store, or view the Purchased Content, you accept these Terms. If you do not agree to any of the Terms, do not purchase or access any Purchased Content.

**You and DISH agree that any and all disputes arising out of, relating to or concerning these Terms (including, without limitation, the RCA), the Digital Store 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.**

**1. License.** When you "purchase", "buy", or "own" Purchased Content, that content is not sold to you, rather it is licensed to you. Upon payment of the purchase price, you are granted a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and view the Purchased Content for your personal, residential, non-commercial use, for so long as DISH makes the Purchased Content available. Except for the foregoing limited license, no right, title or interest in any Purchased Content is transferred to you. Your license includes any limitations imposed by any digital rights management technology used to protect the Purchased Content. You agree that this license does not permit you to copy (in whole or in part), sell, rent, lease, distribute, broadcast, sublicense, transfer, or otherwise assign any portion of any Purchased Content and/or any rights or license associated with any Purchased Content (including without limitation, any code or credentials that allow access to any Purchased Content). We may automatically remove Purchased Content from your Compatible Devices when you are no longer authorized to view Purchased Content, which may include, among other things, being in breach of these Terms.

The license is to access the Purchased Content for as long as you maintain your DISH Services or an active DISH alumni account, as determined by DISH in its sole discretion; provided, however certain content providers may impose a shorter access period or may remove all access to Purchased Content via the Digital Store. You understand that your ability to access the Purchased Content may be revoked at anytime. If you cancel your DISH TV programming service, Purchased Content will no longer be available to you through your DISH set-top-box, but you can continue to watch Purchased Content on

DISHAnywhere.com or on your mobile devices with the DISH Anywhere app. Some features and extras of Purchased Content are only playable through your DISH set-top-box.

**2. Availability.** Downloading of Purchased Content may not be available in all instances. In order to stream or download Purchased Content, you will need to use a DISH set-top-box, personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time (a "Compatible Device"). Please see [www.dishanywhere.com/faqs](http://www.dishanywhere.com/faqs) for technical requirements for Compatible Devices. Some Compatible Devices may be used only to stream Purchased Content, some may be used only to download Purchased Content, and some may be used to stream and download Purchased Content. We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. Accordingly, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

In order to view Purchased Content, you may be required to download and install additional software on your Compatible Devices. If the Compatible Device allows DISH to automatically update the software, you agree that DISH may update, upgrade, or change this software remotely, and may make related changes to the settings and software on your Compatible Device, as necessary to support your viewing of Purchased Content. Your use of such software is governed by the terms of any license of that software.

There may be a delay for Purchased Content that is purchased on one device to be available for viewing on other devices. There may be instances where Purchased Content is unavailable due to other reasons beyond our control, including, but not limited to, content provider licensing and other restrictions, and DISH will not be liable to you if Purchased Content becomes unavailable. You should download Purchased Content (if permissible) immediately after purchase as you bear the responsibility for completing the download and for all risk of loss of the Purchased Content. Periodically, you may need to connect your device to the Internet in order to watch downloaded Purchased Content. If you do not do this, you may temporarily lose the ability to playback downloaded Purchased Content on that device until you reconnect it to the Internet and open the software used to view the Purchased Content. You will be entitled to access the Purchased Content anytime on any compatible set-top-box or Compatible Device as determined by the license provided to you by these Terms.

Due to technical and other restrictions imposed by content providers, the Purchased Content is available only in certain locations, including, but not limited to, Purchased Content only being accessible within the United States. DISH may use technologies to verify your geographic location. You may not use any technology or technique to obscure or disguise your location.

**3. Limits on number of Compatible Devices.** Limit of four authorized devices can be used to download purchased content at any given time, 10 authorized devices per 30 day period, and 16 authorized devices per 365 day period. DISH set-top-boxes do not count towards device limits.

Streaming of Purchased Content is limited to three devices concurrently. Data charges may apply. You are solely responsible for all data charges or fees incurred to stream or download Purchased Content.

If a customer de-registers a device, all content on that device is purged immediately when the deregistered device reconnects to the internet and authenticates through the DISH Anywhere app.

**4. Purchase Transactions; Cancellations.** All purchases are final. DISH does not accept returns of Purchased Content. DISH does not offer exchanges or refunds. The price of a given program or title may change at any time. We do not offer you price protection or refunds in the event of a decrease in price, whether through a promotional offering or otherwise. Notwithstanding the foregoing, you may cancel a pre-order for Purchased Content any time before its release date, unless stated otherwise. The release date of pre-ordered Purchased Content is subject to change. You shall not circumvent, remove, alter, deactivate, or degrade any of the content protections applied to the Purchased Content (including any Compatible Device).

When you pre-order Purchased Content, you authorize DISH to automatically bill you when that Purchased Content becomes available. You can cancel your pre-order before the Purchased Content becomes available. If you cancel your pre-ordered Purchased Content, its pre-order extras will no longer be available for viewing. Pre-ordered content or extras may be changed or removed without notice.

**5. Accessibility by others.** By using the Digital Store, you may encounter content that may be offensive, indecent or objectionable; this content may or may not be identified as having explicit language or other attributes. Nevertheless, you agree to use the Digital Store at your sole risk, and DISH has no liability to you for any content. Content types, genres, categories, and descriptions are provided for convenience, and DISH does not guarantee their accuracy. All Purchased Content downloaded or purchased through your compatible set-top-box or other Compatible Device may be available to other users and user accounts associated with your DISH account, on any set-top-box or Compatible Device used by those users. Please visit DISH.com for information on parental controls, locks and limits and password protection on your account.

**6. Payment Methods.** We reserve the right to charge any payment method we have on file for you. If you provide us with a new payment method, then we may retain that information on file for future use on the Digital Store or other DISH services.

**7. Playback Quality; Streaming.** The playback resolution and quality of the Purchased Content will depend on a number of factors, including the type of Compatible Device being used and your bandwidth, which may increase or decrease over the course of your viewing. If we detect that Purchased Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the streamed Purchased Content in an effort to provide an uninterrupted viewing experience. Purchased Content that is downloaded will only be available in the resolution and format originally purchased in. We make no guarantee as to the resolution or quality of the Purchased Content you will receive when streaming, even if you have paid extra for access to high definition, ultra-high definition, or high-dynamic-range content.

**8. Miscellaneous.**

**a. Communications.** As agreed to in your RCA, we may send you promotions or otherwise communicate with you, which may include, among other methods, e-mail, push notification, or posts to your Message Center, and you hereby consent to receive those communications.

**b. Modification of Digital Store.** DISH reserves the right to modify, suspend, or discontinue the Digital Store, or any part of the Digital Store, at any time and without notice (except as required by applicable law), and DISH will not be liable to you should it exercise such rights, even if your ability to use Purchased Content is impacted by the change.

**c. Amendments.** DISH reserves the right to make changes to this Agreement at any time by posting the revised terms in connection with the Digital Store. To the maximum extent permitted by law, your continued use of the Digital Store or Software following any changes will constitute your acceptance of such changes.

**d. Limitation of Liability.** Without limiting the disclaimer of warranties and limitation of liability in the RCA : (i) in no event shall our or our software licensors' total liability to you for all damages arising out of or related to your use or inability to use the software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our or our Purchased Content providers' total liability to you for all damages arising from your use of the Digital Store, the Purchased Content, or information, materials or products included on or otherwise made available to you through the Digital Store, exceed the amount you paid to us over the past 12 months to purchase, rent, or view the Purchased Content related to your claim for damages. The limitations in this section will apply to you even if the remedies fail of their essential purpose.

**e. Severability.** If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.