



# dishNET High Speed Internet Agreement

This agreement (“**Agreement**”) sets forth the terms and conditions between you and dishNET Satellite Broadband L.L.C. (“**DISH**”) applicable to the Service (as defined below). DISH is an authorized distributor of satellite-based Internet access services supplied by ViaSat, Inc. (“**ViaSat**”) and Hughes Network Systems, LLC (“**Hughes**”). Your supplier of the Service is \_\_\_\_\_ (your “**Supplier**”). If neither ViaSat nor Hughes is named as your Supplier in the preceding sentence, please look at the name on your satellite modem to determine your Supplier.

The Residential Customer Agreement (“**RCA**”) and various policies of your Supplier, which may include, without limitation, your Supplier’s Fair Access Policy, Acceptable Use Policy and Data Allowance Policy (collectively, the “**Policies**”), all of which are incorporated herein by this reference, contain additional terms and conditions. The RCA and the Policies are available online at dish.com/legal (any and/or all of which may be updated at any time and from time to time in DISH’s sole discretion). Please read this Agreement carefully as it contains important contract rights and obligations between you and DISH and between you and your Supplier, as well as important limitations on those rights. 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>	24 months
<b>Early Termination Fee:</b> If prior to the end of your term commitment, your Service is disconnected for ANY REASON (for example, and without limitation, if you cancel the Service because you move to a location where you cannot receive the Service), and all service 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 \$17.50 by the number of months remaining in your term commitment. <b>Maximum early termination fee is \$420.</b>
<b>Unreturned Equipment Charges:</b> The following “ <b>DISH Equipment</b> ” provided to you under this Agreement is leased and remains the property of DISH at all times: satellite modem; and transceiver with feed-horn (“ <b>TRIA</b> ”). You agree that you will return all DISH Equipment in accordance with the “Equipment Return” section below within thirty (30) days following disconnection of your Service or DISH Equipment, and if you do not, DISH will charge the following “ <b>Unreturned Equipment Charges,</b> ” as applicable, to your DISH account or your Qualifying Card, at DISH’s option: satellite modem, <b>\$99</b> ; and TRIA, <b>\$99</b> . 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 DISH Equipment in accordance with this Agreement, the Unreturned Equipment Charge(s) that you have paid to DISH, if any, will be refunded upon DISH’s receipt of the applicable DISH 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 if you change your residence. \*\*\*Do not sign this Agreement until you have read the entire Agreement.\*\*\***

*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 are entering into this Agreement (including, without limitation, the RCA) with dishNET Satellite Broadband L.L.C.*

**Customer Name:** \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_ **Account #:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**MODEM MAC ADDRESS/SERIAL #:** \_\_\_\_\_

**TRIA SERIAL #:** \_\_\_\_\_

southern sky and use of the Service is subject to the Policies and the RCA; provided, however, each reference in the RCA to “DISH Network,” “DISH,” “we,” “us,” or “our” refers to DISH Network L.L.C. or dishNET Satellite Broadband L.L.C., as applicable. In order to receive the Service, you must lease the modem and TRIA designated by DISH. Unless you are a resident of a Remote Area (as defined below) of Alaska, only an authorized installer may install the DISH Equipment in your residence.

**2. Subscriber Eligibility.** The Service and DISH Equipment must be ordered, installed and activated between and including **October 22, 2015 and January 13, 2016**. Only one (1) participant per household. DISH will determine eligibility and may deny eligibility for any reason.

**3. Minimum Package.** The Service utilizes different equipment, depending on the location of the household to which the Service is delivered. You must subscribe at all times to the minimum package currently priced at \$49.99 per month (not including the \$10.00 per month fee to lease one (1) satellite modem and one (1) TRIA) or a higher-cost package. In the event you do not purchase and maintain such minimum package, or a higher-cost package, the Service may be deactivated.

**4. Prices, Fees, Charges, and Payments.** You agree to pay monthly by the payment due date for the Service you select and for all other applicable prices, fees and charges. An equipment lease fee of \$10.00 per month for the DISH Equipment is charged in addition to the basic service fee. State and local taxes or reimbursement charges may apply as set forth in the RCA. A transaction fee may apply if you change your Service package. You have paid or you agree to pay a one-time activation fee of \$299.00 or such lesser amount as determined by DISH. Other prices, fees and charges may apply as set forth in the RCA. All payments are non-refundable.

**5. Equipment Return.** You may use the DISH Equipment under this plan only while you remain an active customer in good standing and in compliance with this Agreement and all other agreements (if any) between you and DISH or any affiliate of DISH, including, without limitation, DISH Network L.L.C. For the avoidance of doubt, the terms and conditions of the RCA applicable to leased equipment thereunder shall apply to all DISH Equipment provided hereunder. You must return all DISH Equipment in good operating condition, normal wear and tear excepted, within 30 days following cancellation or disconnection of your Service or disconnection of your DISH Equipment. If you acquired your DISH Equipment from a retailer, then you must return all DISH Equipment to: (A) your original retailer, if such cancellation or disconnection of your Service or disconnection of your DISH Equipment occurs during the first 30 days following the initial activation of your Service; or (B) DISH, if such cancellation or disconnection of your Service or disconnection of your DISH Equipment occurs after such 30-day period. You are responsible for and shall bear all costs, expenses and risk of returning your DISH 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 DISH Equipment. Following cancellation or disconnection of your Service or disconnection of your DISH Equipment (unless you acquired your DISH Equipment from a retailer and the cancellation or disconnection of your Service or disconnection of your DISH Equipment occurs during the first 30 days following the initial activation of your Service and you returned DISH Equipment to such retailer within 30 days following cancellation or disconnection of your Service or disconnection of your DISH Equipment), DISH will send you one or more return labels and empty boxes (depending on your DISH Equipment) to be used by you in returning your DISH Equipment and DISH will charge you \$10.00 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 DISH Equipment at DISH’s then-current in-home service call rate, which rate is subject to change at any time. DISH Equipment will not be deemed returned until received by DISH.

**6. Installation of Equipment.** This plan includes standard professional installation of one (1) satellite modem, one (1) antenna, one (1) TRIA, and mounting hardware. You represent that there are no legal, contractual or similar restrictions on the installation of the DISH Equipment, the antenna or mounting hardware in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any prices, fees and charges, and obtain any permits or authorizations necessary for services provided under this Agreement (collectively, “**Legal Requirements**”). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that DISH or DISH’s designated affiliate, service provider, retailer or other independent contractor will be required to access your premises to install and maintain the DISH Equipment, as well as the antenna, mounting hardware and any other components necessary for you to receive the Service, whether installed inside or outside your location. This may include, without limitation, attaching a satellite modem to your computer, installing software on your computer and configuring your computer for optimized performance of the Service. By scheduling installation or after-sales services and permitting DISH or DISH’s affiliate, service provider, retailer or other independent contractor to enter your premises, you are authorizing DISH or DISH’s affiliate, service provider, retailer, or other independent contractor to perform all of the above actions. **NONE OF YOUR SUPPLIER, DISH OR DISH’S DESIGNATED AFFILIATES, SERVICE PROVIDERS, RETAILERS OR OTHER INDEPENDENT CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER(S).** You are responsible for backing up the data on your

computers and DISH highly recommends that you do so prior to permitting access to DISH or one of DISH's designated affiliates, service providers, retailers or other independent contractors. This limitation does not apply to any damages arising from the gross negligence or intentional misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. **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 DISH EQUIPMENT, ANTENNA(S) AND MOUNTING HARDWARE; (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 THE SERVICE, PERSONAL INJURY AND DAMAGE TO THE DISH 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.**

**7. Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any prices, fees and charges incurred for the Service, or for software or other merchandise or services purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You ratify and confirm any obligations an employee or any other individual with access to your account incurs or assumes. You acknowledge that (subject to any exceptions granted by DISH) a monthly fee payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated.

**8. Modifications, Rights of Cancellation or Suspension.**

**8.1 Modification of the Service.** Notwithstanding anything set forth to the contrary in the RCA or the Policies, either your Supplier or DISH may discontinue, add to, delete, rearrange, alter, eliminate, interrupt, suspend, modify, supplement, remove, change and/or revise any or all aspects of the Service and/or the DISH Equipment in its sole discretion and without notice, including, without limitation, access to support services, publications and any other products or services ancillary to the Service. In particular, each of your Supplier and DISH reserves the right in its sole discretion to discontinue, add to, delete, rearrange, alter, eliminate, interrupt, suspend, modify, supplement, remove, change and/or revise any or all software, files, publications, information, communications or other content provided to you in connection with the Service. You are not entitled to any credit, refund, price reduction or any other form of compensation because your Supplier and/or DISH discontinue, add to, delete, rearrange, alter, eliminate, interrupt, suspend, modify, supplement, remove, change and/or revise any or all aspects of the Service and/or the DISH Equipment or in connection with any other action permitted and/or contemplated by this Agreement. Without limitation to any of your Supplier's or DISH's other rights or remedies at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), your Supplier and/or DISH may take any action consistent with the Policies, including, without limitation, actions to: (1) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system; (2) delete e-mail messages if your e-mail account has not been accessed by you within a time established by either DISH and/or your Supplier, as the case may be, at any time and from time to time in its or their sole discretion; (3) instruct DISH's system not to process e-mail or instant messages due to space limitations; (4) make available to third parties information relating to your Supplier or its subscribers, subject to the DISH Subscriber Privacy Policy available at [dish.com/legal](http://dish.com/legal); (5) delete attachments to e-mail due to potentially harmful materials included within such attachment; and/or (6) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

**8.2 Termination or Suspension.** Your Supplier or DISH may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement or any other agreement between you and DISH or between you and your Supplier. Each of your Supplier and DISH reserves the right in its sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

**9. Permitted Use And Restrictions On Use.**

**9.1 Software License.** Subject to the terms and conditions of this Agreement, your Supplier grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of your Supplier (including any updates) only for the purpose of accessing and/or using the Service (the "**Software**") in accordance with this Agreement. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign or transfer this license or the Software except as permitted in writing by your Supplier. Any attempt by you to sublicense, assign, transfer or delegate any of the rights, duties or obligations under this license is void and may result in termination by your Supplier or DISH of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

**9.2 Restrictions on Use of the Service.** DISH and your Supplier reserve the right to immediately terminate the Service and this Agreement if you or any user under your account knowingly or otherwise engages in any prohibited activity or if you use the DISH Equipment or the Service in a way which is contrary to any DISH policy or any policy of a DISH supplier, including, without limitation, the Policies. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with the Policies and the RCA, all of which are available online at [dish.com/legal](http://dish.com/legal) (any and all of which may be updated at any time and from time to time in DISH's sole discretion) and incorporated into and made a part of this Agreement by this reference. You do not own, nor do you have any rights other than those expressly granted to you, with respect to a particular IP address, even if you have ordered a static IP address.

**9.3 The Policies.** If your usage exceeds the limits set forth in the Policies applicable to your plan, your Supplier or DISH may reduce the bandwidth available to you in accordance with the Policies. To buy additional bandwidth, you may call 1-800-333-DISH (3474) (subject to availability and applicable restrictions). Violation of the Policies is a breach of this Agreement and may result in the termination of this Agreement. Internet access is not guaranteed.

**9.4 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone other than the members of your household (e.g., via wi-fi or via any other method), in whole or in part, directly or indirectly, whether monetary compensation is received or not, and whether on a bundled or unbundled basis, is prohibited. The Service is for your personal, household use only and you agree not to use the Service for operation as an Internet service provider or for any purpose that makes the Service available to any person unaffiliated with you or a computer not under your control, or as an end-point on a non-Supplier local area network ("LAN") or wide area network. In addition and not in limitation of the foregoing, other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN that in any manner would result in a violation of the terms of the Policies or terms of any other policy or plan, and/or running programs, equipment or servers from your residence that provide network content or any other services to anyone outside of your premises.

**9.5 No Unauthorized Use of DISH Equipment or Software.** You are strictly prohibited from servicing, altering, modifying or tampering with the DISH Equipment, the Software or the Service or permitting any other person who is not authorized by DISH to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

**9.6 Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

**9.7 Security.** You agree to take reasonable measures to protect the security of computers capable of accessing the Service through your account, including, without limitation, maintaining, at your sole cost and expense, an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Policies, DISH or your Supplier may immediately suspend the Service until such time as your computer is sufficiently protected to prevent further prohibited activities. Without limitation to any of your Supplier's or DISH's other rights or remedies at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), you will be fully liable for all monthly prices, fees and charges under this Agreement during any such period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

**9.8 Responsibility of Subscriber.** You are responsible for any misuse of the Service committed through your account or utilizing your DISH Equipment. You must take steps to ensure that unauthorized access to the Service does not occur, such as, for example and without limitation, strictly maintaining the confidentiality of your Service login and password. You are considered the registered recipient of the Service until you terminate this Agreement, or the Service is otherwise terminated for any reason at any time, and you will be liable for any prices, fees and charges incurred by the use of your DISH Equipment by anyone else until such termination, unless otherwise provided by applicable law. You may not assign or transfer the Service without DISH's prior written consent. If you do, DISH may deactivate the Service. If your DISH Equipment is stolen or otherwise removed from your premises without your authorization you must notify DISH's customer service center immediately, and you may be liable for payment for unauthorized use of the Service or your DISH Equipment.

## **10. Warranties and Limitations of Liability.**

**10.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NONE OF DISH, YOUR SUPPLIER OR ANY OF YOUR SUPPLIER'S OR DISH'S AFFILIATES, PARENTS, SUBSIDIARIES, WHOLESALERS, DEALERS, DISTRIBUTORS, RETAILERS, AGENTS, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD-PARTY CONTENT PROVIDERS (COLLECTIVELY, "SERVICE PROVIDERS") WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO YOUR SUPPLIER, DISH OR ANY OF THE SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS**

IS" AND "AS AVAILABLE" BASIS AND YOUR SUPPLIER, DISH AND THE SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. YOUR SUPPLIER, DISH AND THE SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY DISH, YOUR SUPPLIER OR ANY OF THE SERVICE PROVIDERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE DISH PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, DISH CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. DISH AND YOUR SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT, BUT ONLY TO THE EXTENT THAT, SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

**10.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF DISH, YOUR SUPPLIER OR ANY OF THE SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOUR SUPPLIER'S, DISH'S AND THE SERVICE PROVIDERS' AGGREGATE, MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO DISH BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY AND CEASING UPON THE DISCOVERY OF SUCH EVENT, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH EVENT IS FIRST DISCOVERED IN WHOLE OR IN PART.

**10.3 Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if DISH or your Supplier or others (including, without limitation, the Service Providers) were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited, but only to the extent such states prohibit such exclusions. In addition, these exclusions and limitations may not apply to with respect to the limited warranty or service plan(s) (if any) you may have with DISH in connection with the Service.

**10.4 Service Interruptions.** The Service may be interrupted at any time and from time to time for a variety of reasons. Your Supplier and DISH are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather or power failure) or any other cause beyond DISH's and/or your Supplier's reasonable control. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

**10.5 Indemnity.** You agree to indemnify, defend and hold DISH, your Supplier and the Service Providers harmless from and against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys fees, arising out of, relating to or incurred in connection with any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by DISH and/or your Supplier in enforcing this Agreement against you.

**10.6 Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of DISH, your Supplier and the Service Providers and each shall have the right to assert and enforce such provisions directly on their own behalf to the extent set forth in this Agreement. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

**11. General.**

**11.1 Limits on Transfers.** Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by DISH or by your Supplier, or by your credit card company or other billing institution, as applicable.

**11.2 Notices, Disclosures and Other Communications.** Where notification by DISH or your Supplier is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail, publication over the Service or on the website addresses set forth on the first page of this Agreement, via U.S. mail, on your billing statement, as a bill insert or by telephone. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If DISH sends you notice via e-mail, it will be considered given upon sending to your e-mail address of record as then-currently stated in DISH's records. If DISH sends you notice through publication over the Service or on the website address set forth on the first page of this Agreement, it will be considered given when first published. If DISH sends you notice by U.S. mail, on your billing statement or as a bill insert, it will be considered given when deposited in the U.S. mail, addressed to you at your billing address of record as then-currently stated in DISH's records. If DISH sends you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your phone number of record as then-currently stated in DISH's records. You must promptly notify DISH of any change in your e-mail or postal address in writing or electronically at care@dish.com.

**11.3 Construction and Delegation.** Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. DISH may authorize or allow DISH's contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise DISH's rights under this Agreement, and DISH may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement that by their nature should continue shall survive any termination of this Agreement.

**11.4 Miscellaneous.** If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions. DISH may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion. In no event shall DISH be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. In the event of a conflict between this Agreement and the RCA, this Agreement shall control with respect to the Service, but only with respect to the Service (as defined herein) and not with respect to any other services DISH provides to you.

**11.5 Contact Information.** If you have any questions, you may find the answer in the frequently asked questions section at dish.com or you may contact DISH at 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 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.*

**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 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.*