

# Residential Customer Agreement

To view this Residential Customer Agreement (this “Agreement”) in Spanish, please visit [dish.com/legal](http://dish.com/legal) or call us at 800-333-DISH (800-333-3474) and we will send you a copy. *Para ver este acuerdo en español por favor visite [dish.com/legal](http://dish.com/legal) o llame al 888-599-DISH (888-599-3474) y le enviaremos una copia.*

## 1. DISH CUSTOMER SERVICE CONTACT INFORMATION

DISH is delighted to answer any questions that you may have (including questions regarding billing, installation, equipment and service) and to provide you with technical and other customer support. You may contact us twenty-four (24) hours a day, any day of the year:

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| <b>Telephone Number:</b>                         | <b>800-333-DISH (800-333-3474)</b>   |
| <b>Customer Service E-mail Address:</b>          | <b><a href="mailto:care@dish.com">care@dish.com</a></b>  |
| <b>General Customer Service Mailing Address:</b> | <b>DISH NETWORK L.L.C.<br/>CUSTOMER SERVICE CENTER<br/>P.O. BOX 9033<br/>LITTLETON, CO 80160-9033</b>  |
| <b>Legal Dispute Resolution Notice Address:</b>  | <b>DISH NETWORK L.L.C.<br/>ATTN: DISPUTE RESOLUTION<br/>P.O. BOX 9040<br/>LITTLETON, CO 80120-9040</b> |
| <b>Website:</b>                                  | <b><a href="http://dish.com">dish.com</a></b>  |

Do not contact us at the address to which you mail your payments, as that address is for a payment processing center operated by a third party. You must send all Dispute Resolution Notices (as defined in Section 12(C)) and any notice of election to opt-out of Section 12, to the Legal Dispute Resolution Notice Address set forth above.

## 2. SCOPE OF THIS AGREEMENT

For purposes of any agreement(s) applicable to the promotion(s) and plans(s) under which you are receiving Services (as defined below) and/or Equipment (as defined below) from DISH (each, a “Promotion Agreement”) and this Agreement: (i) “you” and “your” refer to you, the DISH subscriber; and (ii) “DISH,” “we,” “us” and “our” refer to DISH Network L.L.C. (formerly known as EchoStar Satellite L.L.C.) or, where applicable under the particular circumstances, third-party billing representatives.

THIS AGREEMENT, TOGETHER WITH YOUR APPLICABLE PROMOTION AGREEMENT(S), SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH WILL PROVIDE SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE IT. YOU ACKNOWLEDGE AND AGREE THAT WE MAY CHANGE ALL OR ANY PORTION OF THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME UPON NOTICE TO YOU (INCLUDING, WITHOUT LIMITATION, BY PUBLISHING A CHANGED AGREEMENT TO [DISH.COM/LEGAL](http://DISH.COM/LEGAL) OR OTHER WEBSITE) AND, FOR THE AVOIDANCE OF DOUBT, SUCH CHANGED AGREEMENT WILL BE EFFECTIVE IMMEDIATELY UPON NOTICE TO YOU.

## 3. YOUR ACCEPTANCE OF THIS AGREEMENT

IN THE EVENT THAT YOU ARE A NEW DISH CUSTOMER, THEN YOUR ACTIVATION OF A DISH ACCOUNT OR RECEIPT OF SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT.

IN THE EVENT THAT YOU ARE AN EXISTING DISH CUSTOMER, THEN YOUR CONTINUED RECEIPT OF SERVICES OR EQUIPMENT FOLLOWING NOTICE TO YOU OF A CHANGE TO THIS AGREEMENT SHALL

CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED AGREEMENT. EXCEPT AS OTHERWISE SET FORTH IN SECTION 4(H) AND SECTION 12, IN THE EVENT THAT YOU ARE AN EXISTING DISH CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED AGREEMENT, THEN YOU MUST IMMEDIATELY SEND A NOTICE TO US AT THE LEGAL DISPUTE RESOLUTION ADDRESS AND WE WILL, AT OUR OPTION, EITHER DISCONNECT YOUR SERVICES OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

SUBJECT TO CERTAIN EXCEPTIONS SET FORTH IN THIS AGREEMENT, THIS AGREEMENT REQUIRES THE USE OF MANDATORY AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES (AS THAT TERM IS DEFINED IN SECTION 12(B)), RATHER THAN, AMONG OTHER THINGS, JURY TRIALS OR CLASS ACTIONS (SEE SECTION 12).

#### 4. SERVICES

A. Services Defined. “Services” means any and all video, audio, data, internet, interactive and other programming services and all other services that are available now or in the future from DISH (whether subscription, pay-per-view or otherwise).

B. Minimum Programming Levels. In the event that your applicable Promotion Agreement(s) requires specific minimum programming, then you must subscribe to such programming. Otherwise, you must subscribe to one (1) or more of the following programming packages: (i) *Welcome Pack, DishLATINO Básico, DISH America* or another programming package approved by DISH; or (ii) an international package approved by DISH plus one of the following: *International Basic Package* or *Chinese Basic Package*. We may change such minimum programming requirements without notice at any time and from time to time. In the event that you subscribe to *Racetrack TV* but do not subscribe to applicable minimum programming, then a Service Access Fee (as set forth in Exhibit 1 attached hereto and incorporated herein by reference) will apply.

C. Programming Restrictions. Certain Services (including, without limitation, some subscription Services, sporting events and broadcast network Services) may be blacked out in your viewing area without notice at any time and from time to time. In the event that you circumvent or attempt to circumvent any blackout, then you may be subject to legal action. In the event that you are receiving Services at a wagering location, then you are not eligible to receive certain channels (including, without limitation, *Racetrack TV*). You may only order or receive adult-oriented programming services in certain geographic areas and if you are at least eighteen (18) years of age, or the applicable age of majority where you reside.

D. Changing Your Programming Selection. In the event that you elect to change your programming selection, then you must notify us and comply with all of the terms and conditions specified in this Agreement and your applicable Promotion Agreement(s) (including, without limitation, those terms and conditions that may prevent you from making such changes under certain circumstances). A Programming Change Fee (as set forth in Exhibit 1) may apply to such programming changes.

E. Ordering Pay-Per-View. You may order DISH pay-per-view Services by calling 877-DISH-PPV (877-347-4778) and using our automated system, by visiting [dish.com/orderppv](http://dish.com/orderppv) or by speaking with a live customer service representative. Except as otherwise set forth below, provided that your receiver is properly connected to a land-based telephone line or a broadband home network, then you may also use your remote control and on-screen program guide to order pay-per-view Services through your television. In the event that you are receiving Services and/or Equipment pursuant to a Promotion Agreement that requires you to pay in full for all Services and/or Equipment prior to receiving such Services and/or Equipment (each, a “Pre-Pay Promotion”), then you may only order pay-per-view Services by calling 877-DISH-PPV (877-347-4778).

F. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access third-party applications, websites and information via the Internet. DISH does not have any control over such third-party applications, websites or information, and we do not make any representations, warranties or guarantees as to the availability or content of such third-party applications, websites or information, including, without limitation: (i) their accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity or quality; or (ii) whether accessing them may result in the display of unintended, inappropriate or objectionable content. We may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver without notice at any time and from time to time.

time. We may also limit or restrict the applications, websites and/or information that you may access via the Internet using your receiver without notice at any time and from time to time.

G. Private, Non-Commercial Viewing Only. We provide Services to you solely for (i) private, non-commercial viewing, use and enjoyment by you, members of your household and your guests and (ii) any other form of viewing permitted by the “fair use” or other applicable provisions of the U.S. copyright laws or by DISH’s agreements with third parties. You agree that no Services provided to you may be used for public or commercial viewing. In the event that you use the Services for public or commercial viewing, then, without limitation to any of our rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved): (1) we may disconnect your Services without notice at any time; and (2) in addition to all other applicable prices, fees and charges, you agree to pay us the difference between the price actually paid for the Services and the full, non-discounted applicable price that DISH charges for public or commercial viewing of the Services.

H. Changes in Services, Features and Functionalities Offered. We have 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: (i) any and all prices, fees and/or charges; and/or (ii) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities. In the event that we add, alter and/or change any prices, fees and/or charges, then you agree to pay such added, altered, and/or changed prices, fees and/or charges. In the event that we add, delete, rearrange, alter, change and/or eliminate any packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities, then you acknowledge and agree that we have no obligation to replace or supplement such packages, programming, programming suppliers, services offered by suppliers, software, applications, features or functionalities. You further acknowledge and agree that you are not entitled to any credits, refunds, price reductions or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination. You further acknowledge and agree that such additions, deletions, rearrangements, alterations, changes and/or eliminations are not a discretionary act by DISH if they are due, in whole or in part, to the termination, suspension or expiration of DISH’s legal right to provide such packages, programming, programming suppliers, services offered by suppliers, software, applications, features or functionalities.

I. Promotional Offers and Items. In the event that a third party, such as an independent DISH retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services and such promotional offer or item is not offered by such third party at the direction of DISH, then such third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and DISH is not in any way responsible for such fulfillment.

## **5. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES**

A. Payments. You agree to pay all prices, fees and/or charges billed for Services, as well as all taxes that are now or in the future assessed in connection with any Services that you receive from us. You acknowledge and agree that such prices, fees and/or charges may include, without limitation, reimbursement charges for certain taxes and/or governmental fees imposed on DISH and/or one or more of its affiliates. Unless you prepay for all Services as a Pre-Pay Promotion customer, we will bill you monthly in advance for most Services and in arrears for other Services (including, without limitation, pay-per-view ordered by you or anyone who uses your Equipment). In the event that you are a Pre-Pay Promotion customer, then you will be billed on a monthly basis and you must make all payments on or before the due date on your bill in order to continue receiving Services; you must also pre-pay for all other Services (including, without limitation, pay-per-view ordered by you or anyone who uses your Equipment). For the avoidance of doubt, you are responsible for and agree to pay for all prices, fees and charges for pay-per-view Services ordered by anyone who uses your Equipment, even if you did not authorize such persons to order such pay-per-view Services using your Equipment.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, refunds, purchases, prices, fees and charges to your account. You may submit your payment by mail, on our website, through our automatic payment program, by calling a DISH customer service representative or by any other means that we may designate from time to time. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. In the event that you send checks or money orders marked with a designation such as “*payment in full*,” then we may accept them without waiving any of our rights (including, without limitation, our right to collect any other amounts owed by you), notwithstanding your characterization of such payment. DISH does not extend credit to customers, and the Late Payment Residential Customer Agreement (March 2017)

Fee (as set forth in Exhibit 1) is not interest, a credit service charge or a finance charge. Certain prices, fees and/or charges may apply in certain circumstances to your payment for Services and/or Equipment (including, without limitation, those set forth in Exhibit 1).

C. eAutoPay. In the event that you accept a promotion that requires you to sign up for and maintain paperless billing and automatic payment (known, as of March 1, 2016, as *eAutoPay*, and any other name by which the same or similar promotions may be known in the future), and you fail to maintain paperless billing and automatic payment, then you may lose the promotional benefits related to such promotion.

D. Alterations to Payment Terms. In the event that your account is past due on more than one (1) occasion, then we may at any time require that you pay for all Services and Equipment before you receive them and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you.

E. Restarting your Services. In the event that you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services or any other payments under this Agreement or your applicable Promotion Agreement(s) as and when due, then we may disconnect your Services without notice at any time, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement and your applicable Promotion Agreement(s). In the event that your Services are disconnected for non-payment or any other reason, then before we reconnect your Services, DISH may require that you pay, and you agree to pay: (i) all past due prices, fees and charges; (ii) all outstanding prices, fees and charges accrued through the date of such disconnection; and (iii) a deposit equal to a minimum of one month of prices, fees and charges for the Services and other services that you received prior to disconnection. In the event that your Services are disconnected for non-payment or any other reason, then, even if you pay to restart your Service, you will no longer be eligible to receive any credits, refunds, price reductions or any other form of compensation, including, without limitation, any remaining credits, refunds, price reductions or any other form of compensation that you would have been eligible to receive had your Services not been disconnected. Unless required by applicable law, deposits will not be segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Billing Errors. You must pay all prices, fees and charges set forth in any bill by the due date of such bill, or among other things, you will be subject to a Late Payment Fee (as set forth in Exhibit 1). All payments for Services must be made directly to us, unless we authorize otherwise. DISH shall have no obligation to provide Services for which payment is made to a third party, unless we agree otherwise.

G. Billing Representative Payment Terms. In the event that we authorize a third-party billing representative (including, without limitation, a telephone company) to bill you for Services and/or Equipment, then different or additional payment and billing terms, conditions, options, prices, fees and charges may apply.

H. Early Termination Fees. Depending on your applicable Promotion Agreement(s), you may incur prices, fees and/or charges in the event that your Services are cancelled or disconnected before the expiration of a term commitment or downgrading your programming below any applicable minimum programming requirement during a term commitment (each, an “Early Termination Fee”). Please reference your applicable Promotion Agreement(s) for details regarding any Early Termination Fee that may apply.

## **6. CANCELLATION OF SERVICE**

A. Continuation of Services. Your subscription to Services will automatically continue unless and until you cancel your Services or we disconnect your Services, in each case as provided in this Agreement or in your applicable Promotion Agreement(s).

B. Cancellation Policies. You may cancel your Services for any or no reason at any time (including, without limitation, during any term commitment to which you have agreed) by giving us notice of cancellation via the telephone number, Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1. In the event that you cancel your Services, then you may be subject to certain prices, fees and/or charges (including, without limitation, an Early Termination Fee) and you will continue to have obligations with respect to the return of Equipment and certain other obligations as set forth in this Agreement and your applicable Promotion Agreement(s). Any cancellation will be effective no sooner than the date that DISH actually receives notice that has been provided in accordance with this Agreement.

C. Disconnection of Services. DISH will disconnect your Services in the event that DISH determines that: (i) you failed to pay any bill in full when it was due; (ii) you received Services, or any part of the Services, without paying for them, whether through theft of Services, piracy or otherwise; (iii) you encumbered the Equipment leased by us to you pursuant to your applicable Promotion Agreement(s) (the “Leased Equipment”); (iv) you assigned or attempted to assign any of your rights, duties or obligations under this Agreement or your applicable Promotion Agreement(s); (v) you received Services through a third-party billing representative and have become ineligible to receive applicable services provided by such third-party billing representative; (vi) you filed for bankruptcy, or bankruptcy proceedings were commenced against you; (vii) you otherwise violated the terms and conditions of this Agreement or your applicable Promotion Agreement(s); (viii) you harassed, abused, threatened or intimidated DISH’s employees, agents, contractors or subcontractors; or (ix) you unnecessarily and/or excessively placed telephone calls to DISH. In addition, DISH may disconnect your Services at any time (including, without limitation, during any term commitment to which you have agreed) for any other or no reason, except to the extent prohibited by law.

D. No Credits, Refunds, Price Reductions or Other Forms of Compensation. In the event that your Services are cancelled or disconnected for any or no reason, then you still must pay all unbilled and outstanding billed balances. Prices, fees and charges, once charged to your account, are non-refundable, and no credits, refunds, price reductions or any other form of compensation will be provided in connection with the cancellation or disconnection of Services. In the event that you received discounted prices, fees or charges in connection with a promotion, and you cancel your Services or we disconnect your Services prior to the expiration of such promotion, then you will not be entitled to any credits, refunds, price reductions or any other form of compensation for the unused portions of such discounted prices, fees or charges.

## 7. EQUIPMENT

A. Equipment. In order to receive Services, you must purchase or lease certain reception equipment consisting primarily of a DISH-compatible receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s) and low noise block converter feed(s) (LNBF) with integrated feed(s) (collectively, “Equipment”).

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. In the event that we allow you to do so, then each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment and Equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network (with the exception of receivers connected to portable antennas offered by DISH (e.g., *Tailgater*)). In the event that you wish to have receivers at two (2) or more different residential locations, then you must open a separate account for each location. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple receivers that are not all located in the same residential location and connected to the same land-based telephone line and/or broadband home network. In the event that we determine that you used a single account for the purpose of authorizing Services for multiple receivers that are not all located in the same residential location and connected to the same land-based telephone line and/or broadband home network, then we may disconnect your Services without notice at any time and, in addition to all other applicable prices, fees and charges, you agree to pay us the difference between the amounts actually received by us and the full, non-discounted applicable price that DISH would have charged for the Services authorized for each receiver for the appropriate number of separate accounts.

C. Smart Cards. Receiver(s) are equipped with a conditional access card (“Smart Card”) inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH at all times and must be returned to us upon cancellation or disconnection of your Services, or sooner upon our request. Smart Cards are not transferable. Your Smart Card will only work in the receiver to which it was assigned by DISH. In the event that you report to our customer service center that your Smart Card is defective or that your Smart Card has been lost, damaged or stolen, then we will replace it, unless there is evidence of unauthorized tampering or modification; in such circumstances, a Smart Card Replacement Fee (as set forth in Exhibit 1) will apply. In addition, in order to minimize downtime for your Equipment, DISH will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee (as set forth in Exhibit 1) will apply.

D. DVR. DISH’s digital video recorder (“DVR”) functionality allows you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH does not guarantee access to or recording of any particular programming or that any such programming will not be deleted

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from your DVR. Some programming is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws and may not be reproduced, published, rebroadcast, rewritten or redistributed without the written permission of the third party that supplied it (except as permitted by the “fair use” or other applicable provisions of the U.S. copyright laws) or by DISH’s agreements with such third parties.

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each receiver on your account to the same land-based telephone line or broadband home network. Failure to connect each receiver to the same land-based telephone line or broadband home network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee (as set forth in Exhibit 1) for each dual tuner receiver that is not connected to a land-based telephone line or broadband home network.

F. Receiver Alterations. DISH may, without notice at any time and from time to time, through periodic downloads or by other means, add, delete, rearrange, alter, change and/or eliminate the software, applications, features and/or functionalities in (or accessed or received through) your receivers; provide data and content to products with DVR functionality; store and remove data and content on the hard drives of products with DVR functionality; and send electronic counter-measures to your receivers without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed). DISH will use commercially reasonable efforts to schedule these downloads (or by other means) to minimize interference with or interruption to your Services, but, you acknowledge and agree that DISH shall have no liability to you for any interruptions in Services arising out of, relating to or in connection with such downloads (or other means). DISH may, without notice at any time and from time to time, cease supporting one or more receiver models. In the event that we add, delete, rearrange, alter, change and/or eliminate the software, applications, features and/or functionalities of a receiver or cease supporting your receiver model, then you further acknowledge and agree that you are not entitled to any credits, refunds, price reductions or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination.

G. Proprietary Components and Software. Receivers and Smart Cards contain components and software that are proprietary to DISH and its licensors. You agree that you will not try to reverse-engineer, decompile, disassemble, tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the disconnection of your Services and/or legal action.

H. Software License. Subject to the terms and conditions of this Agreement and your applicable Promotion Agreement(s), you are licensed to use the software provided in your receiver(s), as updated by DISH, its licensors and/or its suppliers without notice at any time and from time to time, solely in executable code form, solely in conjunction with lawful operation of the receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement and your applicable Promotion Agreement(s). You may not copy, modify or transfer any software provided in your receiver(s), or any copy of such software, in whole or in part. You may not reverse engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. In the event that you breach any term or condition of this license, then this license will automatically terminate.

I. Stolen Equipment. In the event that any of your Equipment is stolen or otherwise removed from your premises without your authorization, then you must notify our customer service center by telephone or in writing (via the telephone number, Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1) immediately, but in any event not later than three (3) business days after such theft or removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use of your Equipment that occurs after we have received your notification.

## **8. LEASED EQUIPMENT**

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in this Agreement or your applicable Promotion Agreement(s), Leased Equipment shall at all times remain the sole and exclusive property of DISH, and we may, without notice at any time and from time to time, replace Leased Equipment with new or reconditioned Leased Equipment, and upon cancellation or disconnection of your Services, remove or require the return of Residential Customer Agreement (March 2017)

such Leased Equipment. The satellite antenna and mounting hardware (but not the LNBF) are your fixtures, are not Leased Equipment and should not be returned to DISH. None of the Leased Equipment (or any portion thereof) will be deemed a fixture or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in Leased Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of Leased Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, alter or tamper with Leased Equipment, to remove or relocate Leased Equipment from your residence or to tamper with or alter any notice of our ownership on such Leased Equipment. Any removal or relocation of such Leased Equipment from your residence must be performed consistent with our instructions or by DISH or our designee(s) at our then-current service rates. You may not attach any electrical or other devices to, or in any way alter, any Leased Equipment without our prior written consent. You are responsible for preventing the loss or destruction of Leased Equipment and we recommend that Leased Equipment be covered by your homeowners, renters or other insurance policy.

**B. Return of Leased Equipment.** You must return all Leased Equipment in good operating condition, normal wear and tear excepted, within thirty (30) days following cancellation or disconnection of your Services or disconnection of your Leased Equipment. In the event that you acquired the Leased Equipment from a retailer, then you must return all Leased Equipment to: (i) your original retailer, in the event that such cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs during the first thirty (30) days following your initial activation of programming; or (ii) DISH, in the event that such cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs after such thirty (30) day period. You are responsible for and shall bear all costs, expenses and risk of returning the 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 the Leased Equipment. Following cancellation or disconnection of your Services or disconnection of your Leased Equipment (unless you acquired the Leased Equipment from a retailer and the cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs during the first thirty (30) days following your initial activation of programming and you returned Leased Equipment to such retailer within thirty (30) days following cancellation or disconnection of your Services 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 the Leased Equipment and DISH will charge you a Box Return Fee (as set forth in Exhibit 1) for each such return label and empty box. You also have the option of contacting DISH by calling the telephone number set forth in Section 1 (i.e., 800-333-DISH (800-333-3474)) to request that DISH or our designee(s) perform an in-home service call to remove the Leased Equipment at DISH's then-current in-home service call rate (may not be available in all areas, geographic restrictions apply). Leased Equipment will not be deemed returned until received by DISH. In the event that you do not return such Leased Equipment undamaged and in working order, normal wear and tear excepted, and in accordance with the procedures set forth in this Agreement, then you are responsible for, and must pay us, certain prices, fees and charges as described in your applicable Promotion Agreement(s). **IN THE EVENT THAT YOU DECLINE TO HAVE DISH OR OUR DESIGNEE(S) PERFORM AN IN-HOME SERVICE CALL TO REMOVE THE LEASED EQUIPMENT AND YOU ELECT TO REMOVE THE LEASED EQUIPMENT, THEN YOU ASSUME ALL RISKS ASSOCIATED WITH THE REMOVAL OF THE LEASED EQUIPMENT (INCLUDING, WITHOUT LIMITATION, FALL HAZARDS RELATED TO THE REMOVAL OF THE LNBF(S)).**

**C. Defects and Damages.** You must notify us immediately of any defect in, damage to or accident involving your Leased Equipment. All maintenance and repair of Leased Equipment must be performed by us or our designee(s). In addition to any applicable Service Call Fee (as set forth in Exhibit 1), DISH may charge you for any repairs that are necessitated by any damage to, or misuse of, Leased Equipment.

## **9. TRANSFER OF SERVICES OR EQUIPMENT**

You may not assign or transfer your Services or Equipment without our written consent, which will not be unreasonably withheld. For the avoidance of doubt, in the event that you lease Equipment or your account has an outstanding balance, then the withholding of consent to assign or transfer your Services or Equipment shall be deemed reasonable.

## **10. LIMITATION OF OUR LIABILITY**

**A. INTERRUPTIONS AND DELAYS.** YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE RELEASED PARTIES (AS DEFINED BELOW) WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR FOR ANY DELAY OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, IN THE EVENT THAT SUCH INTERRUPTION OR DELAY ARISES IN CONNECTION WITH ANY OF THE FOLLOWING: (i) THE

TERMINATION OR SUSPENSION OF DISH'S ACCESS TO ALL OR ANY PORTION OF SERVICES; (ii) THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); (iii) A CHANGE IN THE SOFTWARE, APPLICATIONS, FEATURES AND/OR FUNCTIONALITIES AVAILABLE WITH YOUR EQUIPMENT; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; (v) ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY; OR (vi) ANY CAUSE BEYOND OUR REASONABLE CONTROL. "RELEASED PARTIES" MEANS DISH, DISH'S PAST AND PRESENT AFFILIATES (INCLUDING, WITHOUT LIMITATION, DISH NETWORK CORPORATION AND ITS DIRECT AND INDIRECT SUBSIDIARIES AND ECHOSTAR CORPORATION AND ITS DIRECT AND INDIRECT SUBSIDIARIES), DISH'S THIRD-PARTY VENDORS AND BILLING REPRESENTATIVES, AND THE PREDECESSORS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING PERSONS AND ENTITIES, AND THE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, ATTORNEYS, SHAREHOLDERS AND LEGAL REPRESENTATIVES OF ALL OF THE FOREGOING PERSONS AND ENTITIES.

B. ALTERATIONS TO EQUIPMENT. NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, REMOVING OR DISABLING SOFTWARE, APPLICATIONS, FEATURES AND/OR FUNCTIONALITIES.

C. LOSS OF RECORDED MATERIAL. NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE FAILURE OF RECORDING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR FAILURE OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NONE OF THE RELEASED PARTIES MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING YOUR DISH EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET AND OTHER CONTENT RESTRICTIONS (INCLUDING, WITHOUT LIMITATION, PARENTAL CONTROLS) ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF THE RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER TO ANYONE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH, ANY CONTENT (INCLUDING, WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

F. DAMAGES LIMITATION. IN THE EVENT THAT ANY OF THE RELEASED PARTIES ARE DETERMINED TO BE LIABLE TO YOU, THEN THE RELEASED PARTIES WILL BE LIABLE TO YOU ONLY FOR YOUR DIRECT DAMAGES AND IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE PRICES, FEES AND CHARGES PAID BY YOU TO THE RELEASED PARTIES. NONE OF THE RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

## **11. PIRACY AND INFRINGEMENT**

A. Piracy. Receiving all or any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of all or any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Infringement. Section 605(e)(4) of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment for required subscriptions. Conviction can result in a fine of up to \$500,000, imprisonment for five (5) years or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies

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with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Reverse engineering and/or disassembly is prohibited.

## **12. DISPUTE RESOLUTION, MANDATORY AND BINDING ARBITRATION AND CLASS ACTION WAIVER**

A. Mandatory and Binding Arbitration. In the event that you or we have a Dispute (as defined below) that cannot be resolved through informal dispute resolution pursuant to Section 12(C), then you and we agree (unless you opt out of Section 12 in accordance with Section 12(H)) to resolve such Dispute in an individual action, either through binding arbitration or in small claims court, instead of in courts of general jurisdiction. You acknowledge and agree that, in the event that you or DISH commences an individual action in small claims court in accordance with Section 12 and it is determined that the applicable small claims court cannot adjudicate such individual action (e.g., such small claims court lacks jurisdiction over such individual action), then such Dispute may only be resolved through an arbitration proceeding pursuant to Section 12. Arbitration is more informal than a lawsuit in court. Arbitration means that you will have a fair hearing before a neutral arbitrator rather than before a judge or jury in a court. Arbitrators can award the same damages that a court can award. Proceeding in arbitration may result in limited discovery and is subject to limited review by courts. Arbitration means that you waive your right to a trial by a jury or a trial by a judge (other than in small claims court). Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class or representative claims are not permitted. BY ENTERING INTO THIS AGREEMENT, YOU AND DISH ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY OR A TRIAL BY A JUDGE (OTHER THAN IN SMALL CLAIMS COURT) AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO BRING A CLAIM IN A REPRESENTATIVE CAPACITY. You and DISH also each agree that this Agreement evidences a transaction in interstate commerce and, thus, that the Federal Arbitration Act (the “FAA”) governs the interpretation and enforcement of this provision. Nothing in this Agreement precludes you from bringing issues to the attention of federal, state or local agencies (including, without limitation, the Federal Communications Commission). Such agencies can, in the event that the law allows, seek relief against us on your behalf.

B. Dispute Defined. The term “Dispute” means, subject to the exceptions set forth in Section 12(K), any and all past, present or future disputes, claims or controversies between you and DISH, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, the validity, enforceability and/or scope of Section 12. The term “Dispute” is to be given the broadest possible meaning that will be enforced and includes, without limitation, any and all claims between you and DISH in any way arising out of, relating to or in connection with: (i) this Agreement and your applicable Promotion Agreement(s); (ii) DISH’s services (including, without limitation, Services); (iii) DISH’s devices or products (including, without limitation, Equipment); (iv) billing, collection and credit reporting; (v) telephone calls, texts, faxes and emails that you claim you received from DISH and/or a party acting or purporting to act on DISH’s behalf; and/or (vi) DISH’s and/or its agents’ collection, retention and/or disclosure of personally-identifiable information. For purposes of Section 12 only, “DISH,” “we,” “us,” or “our” means DISH Network L.L.C., DISH Network Corporation and its past and present direct and indirect subsidiaries, and the predecessors, successors and assigns of all of the foregoing persons and entities, and the past or present officers, directors, employees, partners, agents, attorneys, shareholders and legal representatives of all of the foregoing persons and entities.

C. Informal Dispute Resolution; Notice and Opportunity to Cure. You and DISH agree to first try to resolve any Dispute informally. Accordingly, neither you nor DISH may start an individual action, either through binding arbitration or in small claims court, for at least sixty (60) calendar days after you or DISH notifies the other of a Dispute by sending a written document titled “*dispute resolution notice*” (each, a “Dispute Resolution Notice”). You may, but are not required to, download a form Dispute Resolution Notice at <http://www.dish.com/downloads/legal/dispute-resolution-notice.pdf>. You must send your Dispute Resolution Notice to the Legal Dispute Resolution Notice Address (i.e., DISH Network L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040), and we must send our Dispute Resolution Notice to your billing address then appearing in our records. The Dispute Resolution Notice must: (i) state your name, account number and contact information; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought in connection with the Dispute. In the event that you and DISH do not reach an agreement to resolve the Dispute within sixty (60) calendar days after the Dispute Resolution Notice is received, then you or DISH may commence an individual action, either through binding arbitration or in small claims court, in accordance with Section 12.

D. Arbitration Procedures. Unless you and DISH agree otherwise in writing, the arbitration will be governed by the then-current Consumer Arbitration Rules (collectively, the “AAA Rules”) of the American Arbitration Association Residential Customer Agreement (March 2017)

("AAA") excluding any rules for class or collective actions, as modified by this Agreement, and will be administered by the AAA and conducted before a single, neutral arbitrator. The AAA Rules are available online at the AAA's website (as of August 7, 2015, [www.adr.org](http://www.adr.org)), by calling the AAA (as of August 7, 2015, 1-800-778-7879) or by submitting a written request to the Legal Dispute Resolution Notice Address (i.e., DISH Network L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040). The arbitration will be held at a location in the county of your billing address then appearing in our records unless you and we both agree to another location or a telephonic or "desk" arbitration (i.e., an arbitration conducted solely on the basis of written submissions by the participants). The arbitrator will be bound by the terms and conditions of this Agreement, including, without limitation, DISH's and your waiver of the right to a trial by jury or a trial by a judge (other than in small claims court) and the right to participate in a class action or to bring a claim in a representative capacity. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to adjudicate the merits of any Dispute. In the event that you and/or DISH elect to submit a Dispute to arbitration pursuant to Section 12, then the party initiating arbitration must open a case by filing with the AAA: (i) a demand for arbitration; (ii) the administrative filing fee; and (iii) a copy of the applicable arbitration agreement (i.e., Section 12) — (collectively, the "Demand for Arbitration"). The filing may be made through "AAA WebFile," located on the AAA's website ([www.adr.org](http://www.adr.org)), or by filing the Demand for Arbitration with any AAA office, regardless of the intended locale of any hearing.

E. The Arbitrator's Award. An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

F. Costs of Arbitration. In the event that you initiate arbitration and agree that you will receive less than \$75,000 in damages, then, after DISH receives notice that you have initiated arbitration, DISH will promptly reimburse you for your payment of the filing fee and DISH will directly pay the AAA any case management fees associated with the arbitration and the professional fees for the arbitrator's services. However, in the event that you initiate an arbitration in which you seek \$75,000 or more in damages, then the payment of these fees will be governed by the AAA Rules.

G. Class Action Waiver. NEITHER YOU NOR DISH SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE (as defined above). Further, unless both you and DISH agree otherwise in writing, the arbitrator may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event that any portion of this Section 12(G) is found to be unenforceable, then the entirety of Section 12 shall be null and void.

H. Right to Opt Out. In the event that you do not wish to be bound by Section 12, then you must notify DISH in writing within thirty (30) days following the date that we first give you notice of your right to elect to opt out of Section 12 by: (i) completing the Opt Out Form located at <http://www.dish.com/downloads/legal/arbitration-opt-out.pdf> and sending it to the Legal Dispute Resolution Notice Address (i.e., DISH Network L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040); or (ii) otherwise providing written notification to DISH at the Legal Dispute Resolution Notice Address that includes: (1) your name and account number; (2) your service address; and (3) a clear statement that you do not wish to resolve Disputes with DISH through arbitration. Your decision to opt out of Section 12 will have no adverse effect on your relationship with DISH or DISH's delivery of Service(s) to you. Any opt-out not received within the thirty (30) day period set forth above will not be valid and you must pursue your Disputes (if any) as an individual action, either through binding arbitration or in small claims court, pursuant to and in accordance with Section 12 (excluding this Section 12(H), which in such event will no longer apply). In the event that you are a new DISH customer, then your activation of a DISH account or receipt of Services or Equipment and failure to notify DISH in writing within thirty (30) days following the date of activation of your account shall constitute your acknowledgment and agreement that you are bound by Section 12. In the event that you are an existing DISH customer, then your continued receipt of Services or Equipment and failure to notify DISH in writing within thirty (30) days following the date that we first give you notice of your right to elect to opt out of Section 12 shall constitute your acknowledgment and agreement that you are bound by Section 12. We will be deemed to have given you notice of your right to elect to opt out of Section 12 as follows: (a) in the event that we send you notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to you at your billing address then appearing in our records; (b) in the event that we send you notice Residential Customer Agreement (March 2017)

electronically (including, without limitation, via an e-mail, electronic bill, social media message or attachment), then it will be considered given at the time we first send an electronic communication containing such notice or notifying you of the availability of such notice (or the electronic bill in which it is included) to the electronic contact information (including, without limitation, e-mail address or social media (e.g., Facebook, Twitter) identifier) then appearing in our records; and (c) in the event that we send you notice via broadcast on a television channel, or on your receiver(s) (including, without limitation, through pop-up messages sent to your receiver) or through publication on dish.com, mydish.com, dish.com/legal or other website, then it will be considered given when first broadcast, sent or published.

I. Miscellaneous. Notwithstanding any provision in this Agreement to the contrary, in the event that DISH makes any future change to Section 12 (other than a change to the Legal Dispute Resolution Notice Address), then you may reject any such future change as follows: (i) in the event that we elect to provide notice of such change, then by sending written notice to DISH at the Legal Dispute Resolution Notice Address of your rejection of such change within thirty (30) days following the date that we first give you our notice; or (ii) in the event that we elect not to provide notice of such change, then by sending written notice to DISH at the Legal Dispute Resolution Notice Address of your rejection of such change at any time. By rejecting any future change, you are agreeing that you will resolve any Dispute between you and DISH in accordance with the unmodified language of Section 12, unless you have previously opted out of Section 12 in a timely manner. Except as otherwise set forth in Section 12 or under applicable law, each of you and DISH shall bear and be solely responsible for its respective attorneys' fees, costs and expenses incurred in connection with any Dispute.

J. Expenses Outside of Arbitration. Except as otherwise expressly set forth in this Agreement, in the event that either party files a judicial or administrative action asserting a claim that is subject to arbitration (other than an individual action in small claims court) and the other party successfully compels arbitration, then the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking to compel arbitration (including, without limitation, reasonable attorneys' fees, expenses and court costs).

K. Exceptions. The following Disputes are excluded from Section 12 (including, without limitation, the informal dispute resolution provision set forth in Section 12(C)) and may only be decided by a court of competent jurisdiction: (i) any Dispute based on your receipt of all or any portion of the Services without paying for them, whether through theft of Services, piracy or otherwise; and (ii) any Dispute based on a violation of the Communications Act of 1934, 47 U.S.C. § 1201 et seq., or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 et seq., or any federal or state law relating to signal theft or theft of service.

L. Survival. Section 12 shall survive expiration or earlier termination of this Agreement for any reason or no reason indefinitely.

### **13. GENERAL**

A. Notice. Except as otherwise provided by Section 12, any notice that we are required or permitted to give under this Agreement may be given via U.S. mail, electronically (including, without limitation, via an e-mail, electronic bill or social media message), on your bill, as a bill insert, via broadcast on a television channel, on your receiver(s) (including, without limitation, through pop-up messages sent to your receiver), through publication on dish.com, mydish.com, dish.com/legal or other website, by telephone or by any other reasonable means. In the event that we give you notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to you at your billing address then appearing in our records. In the event that we give you notice electronically (including, without limitation, via an e-mail, electronic bill, social media message or attachment), then it will be considered given at the time we first send an electronic communication containing such notice or notifying you of the availability of such notice (or the electronic bill in which it is included) to the electronic contact information (including, without limitation, e-mail address or social media (e.g., Facebook, Twitter) identifier) then appearing in our records. In the event that we give you notice via broadcast on a television channel, or on your receiver(s) (including, without limitation, through pop-up messages sent to your receiver) or through publication on dish.com, mydish.com, dish.com/legal or other website, then it will be considered given when first broadcast, sent or published. In the event that we give you notice by telephone, then it will be considered given when personally delivered to you or when left as a message at your telephone number then appearing in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at DISH Network L.L.C., Customer Service Center, P.O. Box 9033, Littleton, CO 80160-9033, and shall be deemed given when received by us at such mailing address.

B. Physical Address/Change of Address. When setting up your DISH account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, e-mail address, telephone number, physical address where your Equipment is located or other contact information. You may do this by notifying us at the telephone number, Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1.

C. Consent to Call Your Telephone Number. You authorize DISH and its affiliates, and its and their third-party representatives, to contact you: (i) regarding your account; (ii) to recover any unpaid portion of any obligation to DISH or its affiliates; and/or (iii) for any other purpose not prohibited by applicable law. In each case, such contact may be made by any means not prohibited by applicable law (including, without limitation, an automated dialing or prerecorded messaging system) at the telephone number(s) that you provide to DISH, including, without limitation, any mobile telephone number(s). You acknowledge and agree that you do not need to provide a mobile telephone number to receive Services. For the avoidance of doubt, with respect to any land-based telephone number(s) that you provide to DISH, you acknowledge and agree that DISH and its affiliates, and its and their third-party representatives, may contact you by any means not prohibited by applicable law (including, without limitation, an automated dialing or prerecorded messaging system) with offers, solicitations and promotions, except as prohibited by applicable law.

D. Account Information. In the event that you have an online account with us, then you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and/or password. You must: (i) keep your account username and password confidential and not share them with anyone else (including, without limitation, any person claiming to be a DISH customer service representative); and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security. You can only be sure you are speaking with DISH when you place a telephone call to the telephone number set forth in Section 1 or posted on [www.dish.com](http://www.dish.com), or utilize DISH's online customer service chat at [www.mydish.com/chat](http://www.mydish.com/chat).

E. Third-Party Billing Representatives. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing representatives may apply. For example and without limitation: (i) late fees and charges imposed by our third-party billing representatives may be administered according to our third-party billing representative's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing representatives may require that you pay all past due prices, fees and charges for Services, a restart price, fee or charge and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing representatives (including, without limitation, local telephone service) may need to be restored before Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing representative services. Partial payments on third-party billing representative bills may be applied first to the balance due for other services billed on your third-party billing representative bill (including, without limitation, telephone service) according to the third-party billing representative's billing procedures and applicable state statutes and regulations. Please contact your third-party billing representative for details. Failure to pay all or any part of your third-party billing representative bill may result in disconnection of Services. In the event that your account is assigned by us to a third-party billing representative, then we will provide you notice of such assignment.

F. Credit Checks. You authorize DISH to investigate your financial responsibility and creditworthiness (including, without limitation, acquiring credit reports and histories) and to report any payment defaults to credit reporting agencies. Such credit checks may require you to provide DISH with your social security number. Under the Fair Credit Reporting Act, you have the right to notify DISH in the event that you believe we have reported inaccurate information about your account to any credit reporting agency. You may do this by notifying us at the Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1. Please include in any such notice: (i) your name and account number; (ii) your service address; and (iii) a description of why you believe we have reported inaccurate information about your account to any credit reporting agency.

G. Applicable Law. This Agreement and all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute (including, without limitation, any Dispute) arising out of, relating to or in connection with any aspect of this Agreement, the Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions.

H. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH may have by Residential Customer Agreement (March 2017)

reason of such default or breach at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved).

I. Waiver. DISH's failure to exercise or delay in exercising any of its rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved) will not operate as a waiver by DISH of such rights. DISH will not be deemed to have waived any of its rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise unless such waiver is in writing. In the event that DISH waives any of its rights pursuant to this Agreement in one instance, then such waiver will not be deemed a continuing waiver and will not preclude DISH from exercising such rights in another instance.

J. Severability. Except as otherwise set forth in Section 12(G), each provision of this Agreement is separable and divisible from every other provision and the enforceability of any one (1) provision does not limit the enforceability, in whole or in part, of any other provision. In the event that any provision of this Agreement or your applicable Promotion Agreement(s) is declared to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, then (except as otherwise set forth in Section 12) such provision must be construed by limiting, reforming and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement and your applicable Promotion Agreement(s) will not be affected by such alteration, and shall remain in full force and effect.

K. Other Policies. You agree that you will comply with all policies related to this Agreement, your applicable Promotion Agreement(s), your Services and/or your Equipment, including, without limitation, any and all applicable privacy notices (which are available at [dish.com/legal](http://dish.com/legal)). You acknowledge and agree that the use of your Services and/or Equipment is subject to each such policy.

L. Other. No salesperson, installer, customer service representative, authorized retailer or other similarly situated individual is authorized to change or override this Agreement or your applicable Promotion Agreement(s). DISH may, however, change this Agreement without notice at any time and from time to time. The terms and conditions of this Agreement and your applicable Promotion Agreement(s) that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH (including, without limitation, your applicable Promotion Agreement(s)) and except as provided to the contrary in this Agreement, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Residential Customer Agreements in their entirety, and such prior DISH Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and your applicable Promotion Agreement(s), then DISH shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

## **EXHIBIT 1 - FEES**

In addition to any amounts due for your Services and any other amounts due under this Agreement or your applicable Promotion Agreement(s), you agree to pay the prices, fees and charges listed in the table below (“Fees”) if and when applicable. DISH may change these Fees, increase or decrease these Fees or impose additional Fees without notice at any time and from time to time. Discounts on certain Fees may be available from time to time in the event that you subscribe to certain programming packages and/or use certain Equipment. Additional Fees may apply for non-standard installations or in the event that you upgrade your Equipment after installation. You may call 800-333-3474 to request an itemization of any cost that you will incur in order to purchase and/or lease Equipment or receive Services.

| Type of Fee  | Amount  | Description of When Fee Applies  |
|--|---------|--|
| <b>Monthly Fees</b>  |         |  |
| Additional Receiver Fee*<br>(*In determining the Additional Receiver Fee amount (charged in the event that you have more than one (1) receiver on your account), the receiver with the highest associated fee shall be deemed activated prior to all other receivers on your account.) | \$7.00  | Per additional Solo Non-DVR receiver and Joey  |
|  | \$10.00 | Per additional Super Joey  |
|  | \$10.00 | Per additional Solo DVR receiver   |
|  | \$15.00 | Per additional Hopper, Hopper with Sling and Hopper 3  |
|  | \$14.00 | Per additional Duo Non-DVR receiver  |
|  | \$17.00 | Per additional Duo DVR and HD Duo DVR SlingLoaded receiver   |
| DISH 500 Upgrade Fee   | \$5.00  | You receive Services in Alaska (AK) or Hawaii (HI).  |
| DISH Pause   | \$5.00  | You participate in DISH Pause.   |
| DVR Service Fee  | \$15.00 | Solo DVR and Duo DVR receiver  |
|  | \$10.00 | HD Duo DVR SlingLoaded receiver  |
|  | \$15.00 | Hopper, Hopper with Sling and Hopper 3 (Whole Home DVR)  |
| DISH Protect Silver (Single Service)   | \$8.99  | You subscribe to a single qualifying Service and participate in the DISH Protect Silver plan.  |
| DISH Protect Silver (Bundled Services)   | \$10.99 | You subscribe to a bundle of qualifying Services and participate in the DISH Protect Silver plan.  |
| DISH Protect Gold  | \$12.99 | You subscribe to qualifying Services and participate in the DISH Protect Gold plan.  |
| DISH Protect Platinum  | \$24.99 | You subscribe to qualifying Services and participate in the DISH Protect Platinum plan.  |
| Service Access Fee   | \$10.00 | You subscribe to Racetrack TV but do not subscribe to applicable required minimum programming.   |
| TV2 Receiver Connection Fee  | \$5.00  | You purchase or lease a dual tuner receiver and it is not connected to a telephone line and/or a broadband home network.                         |
| <b>Transactional Fees</b>  |         |  |
| Box Return Fee   | \$12.00 | DISH delivers return boxes and labels to return Leased Equipment.  |
| External Hard Drive Activation Fee   | \$40.00 | One-time fee charged in the event that you have a ViP receiver and you choose to connect an external hard drive to that receiver.                |
| Late Payment Fee   | \$7.00  | You do not pay your bill in full on or before its due date (not applicable if you are receiving Services pursuant to a Pre-Pay Promotion).       |
| No Qualifying Card Fee   | \$99.00 | You are eligible for and accept a promotion but do not provide DISH with a valid credit card or debit/check card.                                |
| Out of Warranty Receiver Replacement Fee   | \$75.00 | You need to replace or repair an out of warranty receiver.   |
| Overnight Delivery Fee   | \$20.00 | DISH delivers an item to you via overnight delivery (not available in Alaska, Hawaii, Puerto Rico or the U.S. Virgin Islands).                   |
| Programming Change Fee   | \$5.00  | You change your programming selection within thirty (30) days following the same service being added (excluding adult programming).              |
|  | \$20.00 | Changes to your programming selection include adult programming.   |
| DISH Protect Plan Change Fee   | \$30.00 | You cancel the DISH Protect plan within one hundred eighty (180) days following the commencement of your participation in the DISH Protect plan. |
| Returned Payment Fee   | \$10.00 | You make an EFT or check payment to DISH and it is subsequently returned.  |
| Service Call Fee   | \$95.00 | We send a certified technician to you. (Service calls are not available in all areas, geographic restrictions apply).                            |

|                            |         |  |
|----------------------------|---------|--|
| Shipping and Handling Fee  | \$15.00 | DISH delivers hardware to you via regular delivery. (A \$20.00 Extended Delivery Fee also applies to AK, HI, Puerto Rico or Virgin Islands). |
| Smart Card Replacement Fee | \$50.00 | We replace your Smart Card because it was lost, damaged, stolen, tampered with or modified.  |