

## RESIDENTIAL CUSTOMER AGREEMENT

Thank you for choosing DISH Network as your television service provider. DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year, by any of the following means:

**Phone:** 1 (800) 333-DISH (3474)

**Email:** [feedback@customermail.dishnetwork.com](mailto:feedback@customermail.dishnetwork.com)

**Mail:** DISH NETWORK CUSTOMER SERVICE CENTER  
P.O. BOX 9033  
LITTLETON, CO 80160

**Website:** [www.dishnetwork.com](http://www.dishnetwork.com)

To view this Residential Customer Agreement (the "Agreement") in Spanish, please visit our website at [www.dishnetwork.com](http://www.dishnetwork.com) or call us at 1 (800) 333-DISH and we will send you a copy. Para ver este Acuerdo en español por favor visite [www.dishnetwork.com](http://www.dishnetwork.com) o llame al 1(800)333-DISH y le enviaremos una copia. "DISH Network" is a trademark of EchoStar Satellite L.L.C. For purposes of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, "DISH Network", "we" or "us" shall mean EchoStar Satellite L.L.C. or, where applicable under the particular circumstances, third party billing agents, and "you" or "your" refer to you, the DISH Network subscriber.

THIS RESIDENTIAL CUSTOMER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL CHANGED OR REPLACED. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER AND DO NOT ACCEPT THESE TERMS AND CONDITIONS, OR ANY SUBSEQUENT CHANGES TO, OR REPLACEMENT OF, THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL AT OUR OPTION CANCEL YOUR SERVICES OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE TERMS AND CONDITIONS OF YOUR IMMEDIATELY PRIOR RESIDENTIAL CUSTOMER AGREEMENT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED TERMS AND CONDITIONS AND THEY WILL BE LEGALLY BINDING ON YOU.

### 1. THE DISH NETWORK SERVICE

A. Services Defined. For purposes of this Agreement, the term "Services" shall mean all video, audio, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription based, pay-per-view based or otherwise) and that we may provide to consumers in the future.

B. Changing Your Programming Selection. Unless otherwise specified in this Agreement or the customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, you may change your programming selection at any time by notifying us. A fee may apply to such changes ("Transaction Fee"). In addition (and without limitation), you may be charged a monthly fee ("Service Access Fee") if you fail to subscribe to one of the following DISH Network basic programming packages: America's Top 60, America's Top 120, America's Top 180, Great Wall TV Package, DISH Latino, DISH Latino Dos DISH Latino Max, America's "Everything" Pak, Latino "Everything" Pak, or any of their successor packages. Some Services are only available if you purchase and maintain a minimum level of programming.

C. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services.

D. Ordering Pay-Per-View. You may order DISH Network special events and pay-per-view Services by using your on-screen Program Guide and remote control unit to select the movies and other events we offer. To receive the full functionality of DISH Network pay-per-view Services, your DISH Network receiver must be connected to a land-based telephone line. You may also order DISH Network special events and pay-per-view Services by calling the following toll free number: 1-877-DISH-PPV (3474-778) and using our automated system or speaking with a live operator at one of our Customer Service Centers. A fee will apply for using our automated system (“Pay-Per-View Automated Fee”) or calling one of our Customer Service Centers (“Pay-Per-View Live Operator Fee”).

E. Private Home Viewing Only. DISH Network provides Services to you solely for your private home viewing, use and enjoyment. You agree that no Services provided to you will be viewed in areas open to the public or in commercial establishments. Services may not be rebroadcast, nor performed, nor may admission be charged for listening to or viewing any Services. If we later determine that you utilized your Equipment (or sold, leased or otherwise gave possession of such equipment to a third party who you knew or reasonably should have known intended to use it) to permit the viewing of Services in a commercial establishment or any other area open to the public, we may disconnect your Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for Services and the full commercial rate for such Services, regardless of whether we have or had the rights to distribute such Services in a commercial establishment.

F. Additional Tuners and Receivers. We may allow you to place additional receivers on your account in our sole discretion. Each additional receiver will be authorized to receive the same Services as your initial receiver. This option is only available if your initial DISH Network receiver and all additional receiver(s) are located at the same residence and are continuously connected to your same land-based telephone line. Unless otherwise specified in the customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, DISH Network will charge you a monthly additional outlet programming access fee (“Additional Outlet Programming Access Fee”) for each tuner activated on your account beyond the first. If you desire to receive Services at two different residential locations, you must open a separate account for each location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to your same land-based telephone line. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

G. Changes in Services Offered. We reserve the right to add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, and our prices and fees related to such programming, programming packages and Services at any time, including without limitation during any term agreement period to which you have agreed under the terms and conditions of any other agreement with DISH Network. If a change affects you, we will provide you notice of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement any programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree that you will not be entitled to any refund because of a deletion, rearrangement or change in the contents of any programming, programming packages, or other Services previously offered.

H. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only at your time of renewal. You may not downgrade your Services during the term of a multi-month subscription.

## **2. BILLING POLICIES AND PAYMENTS FOR SERVICES**

A. You agree to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed in connection with any Services you receive from us. Unless you prepay for a multi-month subscription to Services, we will bill you each month, in advance, for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Bills you receive will show the total amount due, the payment due date, payments, credits, purchases and certain other charges to your account.

B. You agree to pay us in full monthly by the payment due date indicated on your bill for your Services and for any other charges due and owing to us, including without limitation any fees named in this Section 2. If you do not pay your bill in full on or before its due date, you agree to pay an administrative fee for late payment (“Late Payment Fee”) as described below. Other fees and charges may also be assessed, including without limitation a returned payment fee (“Returned Payment Fee”) in the event such non-payment arises from non-sufficient funds. If you request a duplicate billing statement, you will be assessed an additional fee (also referred to as a

“Transaction Fee”). You may submit your payment by mail, on our website, through our autopay program, by calling a DISH Network customer service representative or by any other means we may designate. If payment is made by calling a DISH Network customer service representative, a fee will be assessed (“Live Operator Payment Fee”) as described below. If partial payments are made, they will be applied first to the oldest outstanding bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as “payment in full,” we can accept them without waiving any of our rights, including without limitation our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee is not interest, a credit service charge or a finance charge. You understand and agree that in the case of late payment or nonpayment for any Services ordered by you or for any of the charges stated below, we may report such late payment or nonpayment to credit reporting agencies. If you do not pay your bill in full by its due date, or if you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we have the right to disconnect your Services at any time thereafter, in our sole discretion, and in such event we shall be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or for any other reason, DISH Network may require you to pay, and you agree to pay, all past due charges, a fee for reconnection (“Restart Fee”), a deposit equal to a minimum of two month's service charges and all outstanding balances accrued through the date of such disconnection, before we reconnect your Services. Unless required by applicable law, deposits will not be held segregated from other funds and shall not earn or accrue interest. Promotional pricing is valid only at time of installation. Additional charges may apply for you to upgrade your Services or Equipment after installation or for non-standard installations.

C. If you paid for an annual or other multi-month subscription to any Services and your account is past due for any amount owed to us, at our option we may suspend any or all Services until we receive payment in full of all past due amounts, and/or convert your annual or other multi-month subscription to a monthly subscription. If we convert your multi-month subscription to a monthly subscription, we will first apply the amount you paid for your multi-month subscription to any past due amounts and then any remaining amounts to any obligations you incur in the future.

D. If we use a collection agency or attorney to collect any money you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, you may contact our Customer Service Center by telephone or in writing. You must contact us within twenty (20) days after the date you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute your acceptance of the corresponding bill. Undisputed portions of a billing statement must be paid before the next billing statement is issued or you agree to pay an administrative fee for late payment. All payments for Services must be made directly by you to us. For example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

E. In addition to (and without limitation of) any amounts due for your Services and any other amounts due pursuant to any customer agreement(s) pursuant to which you are receiving Services and/or Equipment, you agree to pay the fees referenced below (“Fees”) if and when applicable. DISH Network reserves the right to change these Fees, increase these Fees or add additional Fees at any time and from time to time, in our sole discretion upon notice to you.

Additional Outlet Programming Access Fee (monthly, per each tuner after first):	\$4.99
DISH Network DVR Service Fee (monthly, per Digital Video Recording receiver):	\$4.98
Equipment Rental Fee (monthly, per leased receiver)	\$5.00
Late Payment Fee:	\$5.00
Live Operator Payment Fee:	\$5.00
Offset Fee:	\$2.00
Overnight Delivery Fee:	\$18.00
Pay-Per-View Automated Fee:	\$1.00
Pay-Per-View Live Operator Fee:	\$5.00
Restart Fee:	\$25.00
Returned Payment Fee:	\$10.00
Service Access Fee (monthly):	\$5.00
Smart Card Replacement Fee:	\$50.00
Transaction Fee:	\$5.00

In the event billing is provided through a third-party billing agent, the above fees may differ.

F. Different or other payment and billing terms and conditions may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company. See Section 9.F below.

### **3. CANCELLATION OF SERVICE**

A. Your Services will continue until cancelled or disconnected as provided herein. Unless previously disconnected, your subscription will be automatically renewed unless and until you contact us to cancel it as provided in the next paragraph.

B. You have the right to cancel your Services for any reason and at any time by notifying us via telephone, via e-mail or in writing, at the phone number, e-mail address or mailing address set forth in the first paragraph of this Agreement. Please be aware that certain promotions have an optional or mandatory term agreement period and if you cancel your Services prior to the expiration of that optional or mandatory term agreement period, certain early termination or cancellation fees may apply.

C. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network has the right to disconnect your Services at any time without providing notice to you if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under the terms and conditions of this Agreement or any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you.

D. If your Services are canceled or disconnected for any reason, you are still responsible for the payment of all outstanding balances accrued, including without limitation any applicable Fees.

E. You understand that, except in certain limited circumstances, charges for Services, once charged to your account, are nonrefundable and no refunds or credits will be provided in connection with the cancellation of subscriptions to Services. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you understand and agree that you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

### **4. EQUIPMENT**

A. In order to receive Services it will be necessary for you to purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s), satellite antenna(s), low noise block converter(s) with integrated feed(s) and remote control(s) (collectively, "Equipment"). Receiver(s) provided to you may also be equipped with a conditional access card ("Smart Card") inserted into a slot in such receiver. Not all receivers with a Smart Card slot require Smart Cards for proper authorization. Smart Cards remain the property of DISH Network at all times and any tampering or other unauthorized modification to any Smart Card is strictly prohibited and may result in, and subject you to, legal action. You agree to return Smart Cards to us upon our request.

B. Smart Cards are non-transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our Customer Service Center that your Smart Card was lost, damaged, defective or stolen, then we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee will apply ("Smart Card Replacement Fee"). In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery in which event our overnight delivery fee ("Overnight Delivery Fee") will apply.

C. DISH Network reserves the rights to alter software, features and/or functionality in your DISH Network receivers, provide data and content to Personal Video Recorder/Digital Video Recorder ("PVR/DVR") products, store data and content on the hard drives of PVR/DVR products, and send electronic counter-measures to your DISH Network receivers, through periodic downloads. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads.

D. DISH Network's PVR/DVR Products allow you to record programming in digital format. Total recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming. Most 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, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it except as permitted by the "fair use" provisions of the U.S. copyright laws. DISH Network may, in its sole discretion, add, change or remove features of its PVR/DVR Products and, upon notice to you, introduce or change fees for the use of PVR/DVR Product features. DISH Network will notify you of any change that is within its reasonable control. Unless otherwise specified in the terms and conditions of the customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, we will charge you a monthly DISH Network DVR service fee ("DISH Network DVR Service Fee") for each PVR/DVR receiver activated on your account.

E. DISH Network receivers contain components and software that are proprietary to DISH Network. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

F. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to your same land-based telephone line. Failure to connect each receiver to your same land-based telephone line may result in interruption or disconnection of Services.

G. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center by telephone or in writing immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

H. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy thereof, 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. Any attempt to transfer any of the rights, duties or obligations of this license agreement is null and void. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network 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 agreement, and DISH Network and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). If you breach any term or condition of this license agreement, this license agreement will automatically terminate.

## **5. LEASED EQUIPMENT**

A. DISH Network may, from time to time, lease certain Equipment to subscribers. If you elect to lease Equipment from DISH Network, the terms and conditions of the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing such Equipment shall apply, which are in addition to (and without limitation of) the terms and conditions of this Agreement. Unless otherwise specified in such customer agreement(s): (i) such Equipment, except for the satellite antenna, shall at all times remain the sole and exclusive property of DISH Network and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Services for any reason and (ii) we will charge you a monthly equipment rental fee (an "Equipment Rental Fee") for each leased receiver activated on your account. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of such Equipment shall be performed by us at our service rates in effect at the time of such service. You shall not attach any electrical or other devices to, or otherwise alter, any such Equipment without our prior written consent. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in such Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Upon termination of your Services, you must notify our Customer Service Center or call the telephone number set forth in the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing the applicable Equipment to schedule the return of your leased Equipment. If such Equipment is not returned undamaged and in working order, normal wear and tear excepted, certain charges will apply as described in the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing such Equipment. You are responsible for, and agree to pay, any costs of repair, replacement or other costs if you do not return such Equipment undamaged and in working order, normal wear and tear excepted.

C. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment shall be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

## **6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT**

DISH Network may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease your Equipment or if your account has an outstanding balance.

## **7. LIMITATION OF OUR LIABILITY**

A. NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION IF SUCH INTERRUPTION OR DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES, THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S), A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT, ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR CONTROL.

B. NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION ANY LOSS OF PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

C. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK 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 EXPRESSLY DISCLAIMED AND EXCLUDED.

D. IN NO EVENT SHALL WE, OUR THIRD PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

E. IT IS YOUR RESPONSIBILITY TO IMPOSE VIEWING RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. WE, OUR THIRD PARTY BILLING AGENTS, AND OUR AND THEIR AFFILIATES SHALL HAVE NO LIABILITY TO ANYONE DUE TO, OR BASED UPON, THE CONTENT OF ANY OF THE SERVICES FURNISHED TO YOU.

## **8. WARNING AGAINST PIRACY AND INFRINGEMENT**

A. It is a violation of various U.S. federal and state laws to receive any Services, or any portion of such Services, without paying for them. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Title 47, Section 605(e)4, United States Code (U.S.C.) makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punishable in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by Macrovision, and is intended for home and other limited pay-per-view uses only unless otherwise authorized by Macrovision. Reverse engineering or disassembly is prohibited.

## 9. GENERAL

A. Physical Address/Change of Address. When setting up your DISH Network account, you agree to provide us with the physical street address where your Equipment will be located and your Services will be provided. A post office box does not constitute a physical address and is not sufficient to meet this requirement. You agree to give us prompt notice of your change of name, mailing address, physical address where your Equipment is located, and telephone number. You may do this by notifying our Customer Service Center by telephone or in writing at the phone number or mailing or e-mail address set forth in the first paragraph of this Agreement.

B. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your billing statement, as a bill insert, via broadcast on a television channel, through publication on the website set forth in the first paragraph of this Agreement, by telephone or by any other reasonable means. If we send you notice by 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 then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth in the first paragraph of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number 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 the mailing address set forth in the first paragraph of this Agreement, and shall be deemed given when received by us at such mailing address.

C. Credit Checks. You authorize DISH Network 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. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any consumer reporting agency. Please include the specific item of dispute and why you believe the information reported is in error in any such notice.

D. Personal Information. If you have an on-line account with us, you are fully responsible for maintaining the confidentiality of your password and account username and for all activities that occur under your password and/or account username. You agree to: (i) keep your account username and password confidential and not share them with anyone else, and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

E. Applicable Law. This Agreement, including without limitation all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement or Services, shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision shall be 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.

F. Third-Party Billing Agents. 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 agents, including without limitation, local telephone companies, may apply. For example (and without limitation), late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; our third-party billing agents may require you to pay all past due charges for Services, a restart Fee, and/or a prepayment before we reconnect your Services; other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and

regulations. Contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

G. Remedies Cumulative. It is agreed that the rights and remedies provided under the terms and conditions of this Agreement to DISH Network in case of default or breach by you of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach by you at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms and conditions of this Agreement. DISH Network may, however, change the terms and conditions of this Agreement at any time and from time to time in its sole discretion and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination shall continue thereafter until fully performed. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation any installation agreement or customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, and except as provided to the contrary herein all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, any and all prior DISH Network Residential Customer Agreements are hereby replaced and superseded in their entirety by this Agreement, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, the terms and conditions of such customer agreement(s) shall be controlling. In the event of any ambiguity between the terms and conditions of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination in its sole discretion concerning any issue arising from such ambiguity.