



## **SBC DISH Network Residential Customer Agreement** **AND** **SBC DISH Network Limited Warranty**

The Services described herein are offered by Southwestern Bell Video Services, Inc. d/b/a SBC Home Entertainment ("SBC Home Entertainment") pursuant to a co-branded service agreement with EchoStar Satellite L.L.C. Equipment and other services are provided by SBC Home Entertainment. Programming is provided by EchoStar Satellite L.L.C.

Effective as of February 19, 2004 until replaced.

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH SBC DISH NETWORK SERVICE WILL BE PROVIDED TO YOU. THIS AGREEMENT IS BETWEEN YOU AND SBC HOME ENTERTAINMENT ONLY; ECHOSTAR SATELLITE L.L.C. IS NOT A PARTY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU ARE A NEW SBC DISH NETWORK CUSTOMER, YOUR ACTIVATION OF AN SBC DISH NETWORK ACCOUNT AND RECEIPT OF SBC 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 SBC DISH NETWORK CUSTOMER, YOUR CONTINUED RECEIPT OF SBC DISH NETWORK SERVICES FOLLOWING RECEIPT OR PUBLICATION BY SBC HOME ENTERTAINMENT ON THE SBC WEB SITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU.

Thank you for choosing SBC Home Entertainment as your satellite television service provider. SBC Home Entertainment is happy to answer any questions you may have and to provide you with technical and other customer support through the following toll-free number

1-866-722-7500

and, for general knowledge, try our website at [www.sbc.com/sbcdishnetwork](http://www.sbc.com/sbcdishnetwork)

SBC, the SBC logo, and other product and service names are the trademarks or service marks of SBC Knowledge Ventures, L.P. DISH Network and the DISH Network logo are trademarks of EchoStar Satellite L.L.C.

### **1. THE SBC DISH NETWORK SERVICE**

A. Services Defined. SBC Home Entertainment offers a wide variety of video and audio programming and other services, and we are constantly striving to add new services to our lineup. For purposes of this Agreement the term "Services" shall mean the programming and other services provided pursuant to this Agreement (whether subscription based or pay per view based) and any other related services that we may provide to consumers either now or in the future. For purposes of this Agreement the terms "you" or "your" refer to you, the SBC DISH Network subscriber. "We," "us," and "our" refer to SBC Home Entertainment.

B. Programming Changes. Except as otherwise set forth in this Agreement, you may change your programming selection at any time by notifying us. A fee may apply to such changes (Change of Service Fee).

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 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 order pay-per-view Services, your receiver must be connected to a telephone outlet. You may also order special events and pay-per-view Services over the telephone by calling the Customer Service Center at the following toll-free number: 1-866-722-7500. A small fee will apply for ordering through the Customer Service Center (Pay-Per-View Fee)

E. Private Viewing. SBC Home Entertainment provides Services to you for your private home viewing, use and enjoyment. You agree that the Services provided will not be viewed outside of your private residence. You are permitted to exhibit the Services solely in your private residence and not in any other areas. The Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your Equipment (including any additional receivers) or sold, leased or otherwise gave possession of the same to a third party who you knew or reasonably should have known intended to use it to permit the viewing of the Services in a commercial establishment or any other area open to the public, we may terminate the Services, bring legal action against you and, in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full commercial rate for such Services, regardless of whether we have or had the commercial rights to such Services. The payment of that amount and/or the termination of Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

F. Additional Receivers. To independently tune additional televisions within your home, a separate tuner is required for each television. SBC Home Entertainment will allow you to place up to four tuners on your account upon initial installation/activation of service (counting the initial receiver included in the monthly programming package price under the Digital Home Advantage promotion). Any ability to add or exchange tuners or receivers after initial installation/activation of service, regardless of whether the maximum is reached upon initial installation/activation, is subject to the existence and terms of any separate promotional agreement available at time of upgrade request. SBC Home Entertainment is under no obligation to offer any such promotional agreement. In the event a promotional agreement is available, Upgrade Fees may apply. Each receiver would be authorized to receive the same Services as your initial receiver. If you desire to receive Services at two different 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 receivers that are not all located in the same residence and connected to the same phone line. If we later determine that you did, we may terminate your Services and bring legal action against you 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 receiver on the account, whether owned by you or not. The payment of that amount and/or the termination of Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

### **G. Use of Equipment and Programming Services.**

(a) All Equipment and Services are provided solely for use at your residential address (the service address for your SBC local telephone number). In order to receive Services at more than one residential address (e.g., a primary home and a vacation home), you must set up separate SBC DISH Network accounts, and they must be billed on separate SBC local telephone bills. You may not sell, lease or transfer any Equipment or Services to any person or relocate or allow the relocation of any Equipment or Services to any location other than your residential address (unless such relocation is part of a DISH Mover program). If we determine that you have utilized Equipment or Services in violation of this section 1.G.(a), we may terminate your Services and bring legal action against you 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 that would have been owed for the Services provided to each receiver if each receiver had been assigned to a separate SBC DISH Network account.

(b) There can be only one SBC DISH Network account per SBC local telephone service address, regardless of the number of SBC services working at such address (e.g., roommates with different local telephone numbers working at the same service address cannot have separate SBC DISH Network accounts).

H. Changes in Services offered. SBC Home Entertainment reserves the right to change the Services that we offer, and our prices or fees related to such Services at any time. If the change affects you, we will provide you notice of the change and its effective date. The notice may be provided on your billing statement or by other communication permitted under Section 8.B. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered.

## 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 on the Services you receive from us. We will bill you each month, in advance, for Services ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel the Services. The bills you receive will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account.

B. You agree that all charges for Services will be billed on your SBC local telephone bill (or to your credit or debit card, if you have so authorized). You agree to pay us in full monthly by the payment due date for the Services and for any other charges due us, including any fees set forth in this Section 2. Payment of your bill after the due date may result in you paying a Late Payment Fee. Other fees and charges may also be assessed. Late Payment Fee rates are governed by the rules and regulations applicable to your SBC local telephone bill (or credit card bill). See your SBC local telephone bill (or credit card bill) for details. Partial payments on your SBC local telephone bill will be applied to the balance due for all services billed on your SBC local telephone bill according to applicable state statutes and regulations, which generally require that payments be applied first to the balance due for regulated local telephone company services. Failure to pay all or any part of your SBC local telephone bill (including any prior bill on an account that has been disconnected) may result in disconnection of SBC DISH Network Services, as provided for, or not prohibited under, applicable state statutes and regulations. See your SBC local telephone bill for an explanation of the charges that must be paid each month to avoid disconnection of local telephone company services and other services. If you send checks or money orders marked "payment in full," we can accept them without losing any of our rights to collect any other amounts owed by you, notwithstanding your characterization of the payment. 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. We may require you to pay all past due charges for Services, a Reconnect Fee, and/or a prepayment before we reconnect your Services. If all services billed on your SBC local telephone bill are suspended and/or disconnected for non-payment, you will be required to pay a restoral fee, and you may also be required to pay a deposit, to reconnect local telephone company services. SBC local telephone services must be restored before SBC DISH Network services can be restored.

C. Due to billing cycles, your first statement for SBC DISH Network services may not appear on your SBC local telephone bill (or credit card bill) for up to two months following installation. When your first statement is received, it will include charges for your first month of service (on a prorated basis), plus your second month of service (which will be your first full month of service), and in some cases may also include a second full month of service. Thereafter, you will be billed each month for one month's service, in advance.

D. If you at any time fail, neglect, or refuse to make timely payments hereunder, or if a petition in bankruptcy shall be filed on your behalf or against you, or if you take advantage of any insolvency law or become insolvent or make an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for your property or affairs, we shall be wholly relieved from our obligations hereunder.

E. If we use a collection agency or attorney to collect 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 can contact our Customer Service Center by telephone or in writing. Billing disputes involving charges for Services appearing on your SBC local telephone company bill are governed by applicable state statutes and regulations. Charges for SBC DISH Network services must be paid through your SBC local telephone company (or credit or debit card issuer). We shall have no obligation to provide Services for which payment is made by you to any other party.

F. In addition to the amounts due for Services, you agree to pay the fees and charges referenced below ("Fees"), when applicable. SBC Home Entertainment reserves the right to increase, reduce or waive these Fees for all or any subset of subscribers, or add, reduce or waive additional Fees in the future for all or any subset of subscribers, in our sole discretion.

**Activation Fee** \$9.95

**Smart Card Replacement Fee** \$50.00

**DISH Video-on-Demand Service Fee** \$4.98 monthly for each DISH Player-DVR receiver (unless you purchase America's "Everything" Pak)

**Additional Receiver Rental Fee** \$5.00 monthly for each receiver after the first

**Additional Outlet Programming Access Fee** \$4.99 monthly for the second tuner in each dual tuner receiver (waived if dual tuner receiver is continuously connected to your phone line)

**Change of Service Fee** \$5.00 for each programming change that results in a lower total monthly programming charge

**Late Payment Fee**—See your SBC local telephone bill (or your credit card bill, if applicable)

**Returned Check Fee**—See your SBC local telephone bill (or your credit card bill, if applicable)

**Reconnect Fee** \$25

**Shipping and Handling Fee:** \$24.95

**Overnight Delivery Fee** \$34.95

**Pay-Per-View Fee** \$1.00 (when ordered over the phone)

**Unreturned Equipment Charge:** \$300 (DISH Player-DVR 522); \$200 (DISH 322, DISH Player-DVR 510, and DISH 811); \$100 (DISH 111, DISH 301, and DISH 311); \$100 (Outdoor LNBF, Quad Switch)

**In Home Service Fee** \$99

**Upgrade Fee**—See applicable promotional agreement, if any

**Additional Outlet Installation Fee** \$59 per outlet (beyond 4)

## 3. CANCELLATION, SUSPENSION, AND DISCONNECTION OF SERVICE

A. Your Service will continue until cancelled, suspended, or disconnected as provided for herein.

B. You have the right to cancel your Service for any reason at any time by notifying us via telephone or in writing at the phone number or address set forth on page 1, above.

C. Notice, suspension, and disconnection of SBC DISH Network services for non-payment or partial payment of your SBC local telephone bill are governed by applicable state statutes and regulations. We have the right to disconnect your Services at any time without notice if you violate any term(s) of this SBC DISH Network Residential Customer Agreement.

D. If your Service is cancelled, suspended, or disconnected for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable Fees. All equipment provided to you by SBC Home Entertainment (other than the satellite antenna(s)) must be returned within 15 days of service cancellation, suspension, or disconnection. If equipment is not returned within 15 days of service cancellation, suspension, or disconnection, we will bill your account or charge and/or place a hold on your credit or debit card for the Unreturned Equipment Charges shown above, as applicable.

E. We will issue a pro-rated credit on your local telephone bill for any charges you have prepaid at time of cancellation or disconnection of Services, except for Pay-Per-View and Season Ticket purchases, however, such credits may be offset by any balance owed, including Unreturned Equipment Charges.

#### **4. EQUIPMENT**

A. In order to receive the Services it will be necessary for you to lease certain reception equipment consisting primarily of an EchoStar Satellite L.L.C. compatible satellite receiver, a satellite antenna, LNBF unit and remote control ("Equipment"). You will also be provided with a conditional access card ("Smart Card") that is inserted into your satellite receiver. All Equipment, including the Smart Card, remains the property of SBC Home Entertainment (except the satellite antenna(s), which become your property upon service cancellation, suspension, or disconnection), and any tampering or other unauthorized modification to the Smart Card is strictly prohibited and may result in, and subject you to, legal action. You agree to return the Smart Card to us upon request.

B. Smart Cards are nontransferable. Your Smart Card will only work in the receiver to which it was assigned by SBC Home Entertainment. If you report to the Customer Service Center that your Smart Card was lost, damaged, defective or stolen we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee will apply. In addition, in order to minimize downtime for your Equipment, SBC Home Entertainment will, upon your request, deliver a replacement Smart Card to you via overnight delivery. Our Overnight Delivery Fee will apply.

C. SBC Home Entertainment reserves the right to alter software in your receiver, and provide content to DVR products, through periodic downloads. SBC Home Entertainment will use commercially reasonable efforts to schedule these downloads in a manner that result in the least amount of interference with or interruption to your Service.

D. Your receiver contains certain components and software which are proprietary to EchoStar Satellite L.L.C. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within your receiver or our Smart Card. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action.

E. For proper operation of your Equipment, you should connect each receiver on your account to the same telephone line. There is an Additional Outlet Programming Access Fee of \$4.99 per month for the second tuner on each dual tuner receiver (including the DISH Player-DVR 522 receiver), but that fee is waived if the receiver is continuously connected to your same land-based phone line each month.

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

G. Leased Equipment shall at all times remain the sole and exclusive property of SBC Home Entertainment (except the satellite antenna(s), which become your property upon service cancellation, suspension, or disconnection). SBC Home Entertainment will have the right, at our discretion, to replace leased Equipment with new or reconditioned Equipment and/or to replace leased Equipment with Equipment of like kind and quality, as solely determined by SBC Home Entertainment. SBC Home Entertainment will have the right, at our discretion to remove the leased Equipment (other than the satellite antenna(s)) upon cancellation/disconnection of Services. In addition, if any leased Equipment is found to infringe upon, or is alleged to infringe upon, the patent rights of any third party, SBC Home Entertainment may replace or modify such Equipment or may terminate the provisions of any lease agreement (including the SBC DISH Network Digital Home Advantage Agreement) with regard to such Equipment. None of the leased Equipment shall be deemed fixtures or part of your realty (other than the satellite antenna(s), which shall become your property upon service cancellation, suspension, or disconnection). Our ownership of the leased Equipment may be displayed by notice contained on the Equipment. You shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time (other than the satellite antenna(s) upon service cancellation, suspension, or disconnection). Any reinstallation, return of or change in location of the leased Equipment shall be performed by us at the service rates in effect at the time of service. You shall not attach any electrical or other devices to or otherwise alter the leased Equipment without our prior written consent. SBC Home Entertainment shall have the right to make such filings as are necessary to evidence our ownership rights in the leased Equipment, and you agree to execute any and all documents as are necessary for us to make such filings. Upon cancellation, suspension, or disconnection of Services, you must return the Equipment to us (other than the satellite antenna(s)). See section 3.D. above.

H. You shall notify us promptly of any defect in, damage to, or accident involving the Equipment. All maintenance and repair of the Equipment shall be performed by us or our designees. SBC Home Entertainment may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

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

SBC Home Entertainment may sell, assign or transfer your SBC DISH Network 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.

#### **6. LIMITATION OF OUR LIABILITY**

A. NEITHER WE NOR ECHOSTAR SATELLITE L.L.C. NOR ANY OF THE AFFILIATES, SUBCONTRACTORS OR EMPLOYEES OF SUCH COMPANIES WILL BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH THE TERMINATION OF ALL OR A PORTION OF THE SERVICES, THE RELOCATION OF ALL OR A PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S), A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, ACTS OF ANY GOVERNMENTAL BODY, STRIKES, WORK STOPPAGES OR SLOWDOWNS OR ANY OTHER CAUSE BEYOND OUR CONTROL OR THE CONTROL OF ECHOSTAR SATELLITE L.L.C. NEITHER WE NOR ECHOSTAR SATELLITE L.L.C. WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT. NEITHER WE NOR ECHOSTAR SATELLITE L.L.C. MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL WE OR ECHOSTAR SATELLITE L.L.C. HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM THE 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. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT ECHOSTAR SATELLITE L.L.C. AND ITS AFFILIATES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 6.A.

B. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we shall have no liability to anyone due to or based on the content of any of the Services furnished to you.

## 7. WARNING AGAINST PIRACY

It is a violation of several 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 range from imprisonment to civil damage awards of up to \$110,000 per violation. In addition, if you receive any Services or any portion thereof without paying for them (including the receipt of any Services after the date upon which subscription to such Services was cancelled, suspended, or terminated) we may terminate your Services and bring legal action against you 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 that properly should have been paid.

## 8. MISCELLANEOUS

A. Physical Address/Change of Address. When setting up your SBC DISH Network account, you agree to provide us with the physical street address where the Equipment will be located. 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 the Equipment is located or telephone number. You may do this by notifying our Customer Service Center by telephone or in writing.

B. Notice. If we send you notice, it will be considered given when deposited in the U.S. Mail, addressed to you at your billing address or hand-delivered to you. Our notice to you will also be effective if provided on your billing statement or by telephone. If you give notice to us, it will be deemed given when received by us at the address listed on the first page of this Agreement.

C. Applicable Law. This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Service is provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

D. Promotions. Most promotions, including the SBC DISH Network Digital Home Advantage promotion, are available to new customers only. Please call 1-866-722-7500 for promotional eligibility details, including the applicable definition of "new customer" (which may include former DISH Network or SBC DISH Network customers in some circumstances).

E. Credit Requirements. All SBC DISH Network services are subject to credit restrictions. Call your local SBC local telephone company for applicable requirements, which may, in some instances, require a prepayment.

F. Bundle Discounts. If you receive a bundle discount based upon your purchase of certain SBC DISH Network Services and certain other SBC services, you will lose the bundle discount if you cease purchasing any required component of the bundle for any reason or if you cease combined SBC DISH Network/SBC local telephone billing.

G. Other. This document and any installation and/or promotional agreements you sign at installation contain the entire agreement (excluding programming choices) between SBC Home Entertainment and you, the customer, and no salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms set forth in any of these documents. SBC Home Entertainment may, however, change the terms and conditions of this Agreement in the future and will notify you if that occurs, by posting the revised Agreement on the SBC web site or otherwise. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, shall continue thereafter until fully performed.



### **SBC DISH Network Limited Warranty**

This limited warranty is a legal document. Keep it in a safe place.

#### **What the Warranty Covers**

This warranty extends only to the customer under the SBC DISH Network Digital Home Advantage Agreement to whom Southwestern Bell Video Services, Inc., d/b/a SBC Home Entertainment ("SBC Home Entertainment") provided the covered system. SBC Home Entertainment warrants this system against defects in materials or workmanship as follows:

--**Labor:** For so long as the SBC DISH Network Digital Home Advantage Agreement between the customer and SBC Home Entertainment is in effect, if SBC Home Entertainment determines that the equipment is defective subject to the limitations of this warranty, it will be replaced at no charge for labor. SBC Home Entertainment warrants any such work done against defects in materials or workmanship during the warranty period.

--**Parts:** For so long as the SBC DISH Network Digital Home Advantage Agreement between the customer and SBC Home Entertainment is in effect, SBC Home Entertainment will supply, at no charge, new or re-manufactured parts in exchange for parts determined to be defective subject to the limitations of this warranty. SBC Home Entertainment warrants any such replacement parts against defects in materials or workmanship during the warranty period. NOTE: "Parts" means items included in the system supplied by SBC Home Entertainment, which may include the satellite dish assembly, receiver, LNBF, remote control, or dish mounting hardware. It does *not* include other parts acquired separately.

#### **What the Warranty Does Not Cover**

--This warranty *does not cover* replacement of lost or damaged Smart Cards.

--This warranty *does not cover* installation of the system. If applicable, such installation will be warranted under a separate installation agreement.

--This warranty *does not cover* consumer instruction, physical setup or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to system malfunction.

--This warranty *does not cover* cosmetic damage, damage due to lightning, electrical or telephone line surges, battery leakage, fire, flood, or other acts of Nature, accident, misuse, abuse, repair or alteration by other than authorized factory service, use of accessories not recommended by the receiver manufacturer, negligence, commercial or institutional use, or improper or neglected maintenance.

--This warranty *does not cover* shipping and handling, removal or reinstallation, shipping damage if the equipment was not packed and shipped in the manner prescribed, nor equipment purchased, serviced, or operated outside the continental United States of America.

#### **Legal Limitations**

REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. NEITHER SBC HOME ENTERTAINMENT NOR ANY OF ITS AFFILIATES, NOR ECHOSTAR SATELLITE L.L.C. OR ANY OF ITS AFFILIATES, SHALL BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY ON THIS SYSTEM, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY, IF ANY, OF SBC HOME ENTERTAINMENT OR ITS AFFILIATES, OR ECHOSTAR SATELLITE L.L.C OR ITS AFFILIATES, EXCEED THE RETAIL PURCHASE PRICE OF THIS SYSTEM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS SYSTEM IS LIMITED IN DURATION TO THE PERIOD OF THIS WARRANTY. SBC HOME ENTERTAINMENT RESERVES THE RIGHT TO REFUSE TO HONOR THIS WARRANTY IF SBC HOME ENTERTAINMENT DETERMINES ANY OF THE ABOVE EXCEPTIONS TO THIS WARRANTY HAVE CAUSED THIS SYSTEM NOT TO HAVE PERFORMED PROPERLY. THIS WARRANTY SHALL BE VOID IF ANY FACTORY-APPLIED IDENTIFICATION MARK, INCLUDING BUT NOT LIMITED TO SERIAL OR

CONDITIONAL ACCESS NUMBERS, HAS BEEN ALTERED OR REMOVED. THIS WARRANTY SHALL ALSO BE VOID IF THE RECEIVER HAS BEEN OPENED BY AN UNAUTHORIZED PERSON.

**If You Need Assistance**

1. Call the Customer Service Center at 1 (866) 722-7500. Have the receiver conditional access number or the receiver model number ready. Display the **Important System Information** menu to find these numbers.
2. A Customer Service Representative will assist you with the Advance Exchange Program described below.

**Advance Exchange Program**

The Advance Exchange Program allows you to have replacement equipment shipped immediately to you (depending upon where you live, it could take three to five business days). Along with the replacement equipment, you will receive prepaid shipping label and instructions on how to return the defective equipment.

The shipping charge, for receiving replacement equipment and returning the defective equipment, is a one-time fee set at the then-current rates for Shipping and Handling (or Overnight Delivery, if preferred) published in the SBC DISH Network Residential Customer Agreement in effect at time of shipment. These fees will be charged to your billing account or your valid credit card.

If you do not ship the defective equipment to SBC Home Entertainment within ten days after receiving the replacement, your billing account or credit card will be charged the market price of the replacement. If you return the defective equipment *after* ten days, you will receive a full refund less an administrative fee.

If damage to the defective equipment is found, which SBC Home Entertainment in its sole discretion determines has voided the warranty, or makes the equipment unrepairable, your billing account or credit card will be charged the market price of the replacement.

**Accessory Warranty**

An accessory is any SBC Home Entertainment equipment displaying the SBC DISH Network or DISH Network logo provided to the customer under the SBC DISH Network Digital Home Advantage Agreement, excluding the receiver, cables and hookups and non-mechanical components. The warranty becomes effective upon the activation of the system or date of purchase, if purchased separately. If purchased, a proof of purchase is required to verify the purchase date. If an accessory has an expired warranty, no exchange will be issued. You may purchase replacement accessories from SBC Home Entertainment or DISH Network.