

**DISH Network
DISH Home Protection Plan
TERMS AND CONDITIONS**

This Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Plan should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

Definitions. Here are some terms used in this Plan and what those terms mean:

- **Administrator** means the party responsible for administering this Plan. Federal Warranty Service Corporation is the Administrator in all states except in Florida where the Administrator is United Service Protection Inc. and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number of each Administrator is [P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-333-DISH (3474)]. The service performed under this Plan is provided through the Administrator or a service provider approved by the Administrator.
- **Deductible** means the discounted in-home service fee of [\$10.00] to be paid by You for on-site troubleshooting and repair of Your Product on-site.
- **Plan** means these terms and conditions.
- **Product** means the DISH Network Direct Broadcast Satellite (“DBS”) video or satellite two-way high-speed internet hardware covered under this Plan.
- **Provider/We/Us/Our** means the entity contractually obligated to You under the terms of this Plan. The Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc. and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is [P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-333-DISH (3474)].
- **Purchase Price** means the amount You pay each month for this Plan listed in Your DISH Network monthly billing statement.
- **You/Your** means the individual who purchased or leased the Product covered under this Plan.

Eligibility for coverage. This Plan is available to new and existing DISH Network subscribers who purchase or lease DISH Network Products. You represent that the Product is in proper operating condition at the start of the Plan coverage and that Your DISH Network account is current and in good standing.

How long is my Product covered? Your coverage begins on the effective date shown on Your DISH Network monthly billing statement and will continue on a month-to-month basis at the then-current published price until cancelled by You or terminated by Us. If You move to a new location within the coverage area, this Plan will continue to cover Your Product. This Plan is not transferrable. THIS PLAN IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER’S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN.

For those who purchase month to month coverage or a renewable term option (when offered), Your Plan will renew automatically at the end of Your Coverage Term as listed on Your Coverage Confirmation unless cancelled or not renewed previously by either You or Us. The affirmative consent to this provision is obtained from You at the time of purchase.

What is covered? The Plan covers all Products purchased or leased by You that are activated on Your DISH Network account and are installed at Your location. The Product will be restored to normal condition after it has failed during normal use. This Plan covers all labor and parts costs necessary to repair Your

Product for problems due to functional part failures such as the receiver, broadband compatible receiver, dish antenna, remote control, low noise block converter with integrated feed, transmit and receive integrated assembly, or modem. This Plan also covers all labor and parts costs necessary to repair power surge damage to Your receiver or DISH Network installed inside video and/or internet cabling. The Administrator, at its option, may require troubleshooting of the Product to verify any failure prior to replacement. The Administrator, at its option, may replace Your covered Product with one of like kind and quality. Parts used to repair the Product may be new, remanufactured, or used, at the Administrator's sole discretion.

In addition, during the Plan term, We may provide You with other services specific to Your Products. These limited benefits may include (but are not limited to) support, claims management tools, alternative servicing options, rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.

What if I need help? Please call [1-800-333-DISH (3474)]. A service representative will assist You to document Your issue and determine if there is a covered failure. To the extent that Our assessment confirms a covered failure, We will process Your claim and arrange for service.

What type of service is available? The Administrator, at its sole discretion, may either ship a replacement Product to You or dispatch an authorized service provider to Your location. Our repair channels include:

- Shipped Product Replacement – If you are provided with a replacement Product, then You will be required to return the defective Product to the address provided to You. Shipping costs are covered by the Plan. If You are provided with a replacement Product and You fail to return the defective Product, then You will be assessed a fee for the unreturned defective Product. Shipped service is available during normal working hours and work week of the authorized product service facility.
- On-site service provided by an authorized service provider – If the Administrator dispatches a service provider to Your location, then You will be responsible for payment of the Deductible. On-site service is available during normal working hours and work week of the authorized service provider. If the Administrator determines, in its sole discretion, that the problem with Your Product is not covered under this Plan, then You will be responsible for the cost of any repairs if You agreed to the repair cost provided to You prior to service.

What are my responsibilities?

- To keep this Plan in force during its term, You promise and assure: full cooperation with the customer service agents and authorized service providers during diagnosis and repair of the Product; that You will keep Your account with DISH Network current and in good standing; to provide adequate access to the Product during normal business hours; to provide a non-threatening and safe environment for servicing; to not mislead, defraud, or make any misrepresentation to the authorized service providers; to not falsify any related documents or records; to fully disclose all relevant information and fully cooperate with the Administrator, its customer service agents and authorized service providers to troubleshoot the Product; to protect against any further damage and to comply with the owner's manual.
- **Compliance with Applicable Building Codes and Ordinances:** It is Your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to services provided under this Plan, to pay any fees or other charges, and to obtain any permits or authorizations necessary for services provided under this Plan (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements.

What isn't covered? This Plan doesn't cover everything. Any failure due to the following is not covered: SERVICE, MAINTENANCE, REPAIR, OR REPLACEMENT DUE TO ANY LOSS RESULTING FROM USAGE OTHER THAN NORMAL USAGE AND BEYOND OUR NORMAL CONTROL SUCH AS: DAMAGE DUE TO MISUSE, ABUSE, INSECT OR OTHER INFESTATION, FIRE, WATER, FOREIGN SUBSTANCES, ORGANIC MATERIALS, WINDSTORM, HAIL, EARTHQUAKE, THEFT,

TERRORISM/WAR, NEGLIGENCE, RIOT, OR ACTS OF GOD; INSTALLATION AND INSTALLATION WORKMANSHIP, IF THE INSTALLATION WAS NOT PERFORMED BY AN AUTHORIZED SERVICE PROVIDER OR RETAILER OF DISH NETWORK PRODUCTS; INSTALLATIONS NOT GROUNDED IN ACCORDANCE WITH DISH NETWORK STANDARDS; RE-INSTALLATION AND/OR THE RE-CONNECTION OF YOUR PRODUCT(S), IF PRODUCT REPLACEMENT IS SHIPPED TO YOU; EXTERIOR OR COSMETIC ITEMS OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO, PAINT, FINISH, BEZEL, CORDS, CABLES, AND CONNECTORS; NON-OPERATING COMPONENTS OF THE PRODUCT; INTERNAL SOFTWARE, BATTERIES, AND COMPONENTS NOT ESSENTIAL TO BASIC PRODUCT FUNCTIONALITY; ANY COMPONENT OR PRODUCT THAT HAS BEEN OPENED, TAMPERED WITH, REPAIRED, OR OTHERWISE ACCESSED BY ANYONE OTHER THAN AN AUTHORIZED SERVICE PROVIDER; REPAIR OF PRODUCT UPON NONCOMPLIANCE BY YOU OF ANY PART OF YOUR RESPONSIBILITIES SECTION IN THIS PLAN; COVERAGE, COMPONENTS, PRODUCTS, OR ITEMS NOT SPECIFICALLY LISTED IN THIS PLAN; SERVICE OUTSIDE OF OUR SERVICE AREA WHICH IS THE CONTINENTAL U.S., HAWAII, PUERTO RICO, THE VIRGIN ISLANDS AND PORTIONS OF ALASKA; AND YOUR MONITOR, TELEVISION OR EQUIPMENT RELATED TO YOUR TELEVISION.

Can this Plan be cancelled? You may cancel this Plan at any time by calling [1-800-333-DISH (3474)]. **New DISH Subscribers:** If You cancel this Plan within the first [180] days after activation of Your DISH Network account, You will not be charged the Purchase Price and any applicable new subscriber credits for the Plan will end. If You cancel after [180] days of activation of Your DISH Network account, the Purchase Price paid by You is fully earned and You will not receive a refund or credit. **Existing DISH Subscribers:** If You cancel this Plan within [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will be charged a cancellation fee of [\$30.00], where allowed by law. If You cancel this Plan after [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will not be charged a cancellation fee. If this Plan was inadvertently sold to You on a Product which was not intended to be covered, We will cancel this Plan and return the full Purchase Price of the Plan to You. If We cancel this Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded or credited the unearned pro rata amount of the Purchase Price for the then-current month, less any claims paid, where allowed by law.

Are there any Plan limitations?

Limitation of Liability: To the extent permitted by applicable law, Our liability, if any, and/or the liability, if any, of any service provider, for any allegedly defective Product or part shall be limited to repair or replacement of the Product or part, at Our option. IN NO EVENT WILL WE OR ANY SERVICE PROVIDER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN. THIS PLAN IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED. NO WARRANTY IS PROVIDED AND NO GUARANTEE IS MADE WHATSOEVER UNDER THIS PLAN FOR THE QUALITY OR CONTINUOUS TRANSMISSION OF ANY PROGRAMMING OR SIGNAL.

Please note that the following arbitration provision governs disputes between You and Us; any dispute(s) between You and DISH Network is governed by the arbitration provision of Your DISH Network Residential Customer Agreement.

Arbitration. Please read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees

to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT **this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

The purchase of this Plan is not required to obtain financing or to purchase property or goods.

Does Your state have any other requirements? The following state specific requirements are added to and become part of Your Plan and supersede any other provisions to the contrary:

The obligations of this Plan are insured by a policy issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Plan, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: [11222 Quail Roost Drive, Miami, FL 33157, or by calling 1-800-852-2244].

AR, ME, MO, OR, SC, and WA Residents: If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair.

AL, AR, CO, MA, ME, MN, MO, NJ, NM, NY, SC, WA and WY Residents: If You cancel this Plan within the first 20 days after the date the Plan was mailed or within 10 days of delivery, the price has been paid, and no claim has been made, the Plan is void and We will issue a full refund including applicable tax. The right to void this Plan is not transferable and applies only to the original purchaser.

MD and VT Residents: If You cancel this Plan within the first 20 days after receipt, the price has been paid, and no claim has been made, the Plan is void and We will issue a full refund including applicable sales tax. The right to void this Plan is not transferable and applies only to the original purchaser.

AL, AR, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NY, SC, TX, WA, WI and WY Residents: A 10% penalty per month (or portion thereof) and any accrued penalties shall be added to any refund not paid to You within 45 days [30 days in NY and WA] after cancellation.

AL, AR, CO, DC, HI, MA, MT, NJ, NY, TX, SC and WY Residents: If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least 5 days [10 days in WY and 15 days in AR, NY, and SC] prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation or omission, or a substantial breach relating to the covered Product or its use.

AL, MO and NH Residents: No claims paid will be deducted from any refund regardless of who initiates the cancellation.

GA, , OR, UT, WI and WY Residents: Arbitration is deleted in its entirety.

AK Residents: Coverage for the Plan is only provided in the following zip codes:

99501 Anchorage	99540 Indian	99672 Sterling	99731 FORT GREELY
99502 Anchorage	99556 Anchor Point	99674 Sutton	99737 Delta Junction

99503	Anchorage	99567	Chugiak	99676	Talkeetna	99743	Healy
99504	Anchorage	99568	Clam Gulch	99683	Trapper Creek	99744	Anderson
99505	JBER	99572	Cooper Landing	99687	Wasilla	99755	Denali National Park
99506	JBER	99577	Eagle River	99688	Willow	99760	Nenana
99507	Anchorage	99587	Girdwood	99694	HOUSTON	99775	Fairbanks
99508	Anchorage	99599	Anchorage	99701	Fairbanks	99776	TANACROSS
99509	Anchorage	99603	Homer	99702	Eielson AFB	99801	Juneau
99511	Anchorage	99605	HOPE	99703	Fort Wainwright	99802	Juneau
99513	Anchorage	99610	Kasilof	99704	Clear	99803	Juneau
99514	Anchorage	99611	Kenai	99705	North Pole	99811	Juneau
99515	Anchorage	99623	WASILLA	99706	Fairbanks	99812	Juneau
99516	Anchorage	99629	Wasilla	99707	Fairbanks	99821	AUKE BAY
99517	Anchorage	99631	Moose Pass	99708	Fairbanks	99824	Douglas
99518	Anchorage	99635	NIKISKI	99709	Fairbanks	99827	Haines
99520	Anchorage	99639	Ninilchik	99710	Fairbanks	99829	Hoonah
99521	Anchorage	99645	Palmer	99711	FAIRBANKS	99835	Sitka
99522	Anchorage	99652	BIG LAKE	99712	Fairbanks	99840	Skagway
99523	Anchorage	99654	Wasilla	99714	Salcha	99901	Ketchikan
99524	Anchorage	99663	SELDOVIA	99716	TWO RIVERS	99928	WARD COVE
99529	Anchorage	99664	Seward	99725	ESTER		
99530	Anchorage	99669	Soldotna	99729	Cantwell		

AL Residents: All reference to a cancellation fee is deleted and replaced with an administrative fee of up to \$25.00 of the pro rata premium.

AZ Residents: Pre-existing conditions are covered under this Plan. We will not cancel or void this Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Product or misrepresentation by Us or subcontractors or program ineligibility. We may cancel this Plan or void coverage only in the event of fraud by You, material misrepresentation by You or non-payment by You. All reference to a cancellation fee is deleted and replaced with a cancellation fee of 10% of the gross amount paid for Your Plan or \$30.00, whichever is less. Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a service company issuing an approved service contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499 or difi.az.gov.

CA Residents: For those who purchase month to month coverage or a renewable term option (when offered), Your Plan will renew automatically at the end of Your Coverage Term as listed on Your Coverage Confirmation unless cancelled or not renewed previously by either You or Us. The affirmative consent to this provision is obtained from You at the time of purchase. You may cancel this Plan at any time for any reason [by emailing [insert email address], by calling [insert phone number], by mailing your request to [insert address], or by visiting [insert web address]].

We may not cancel this Plan except for non-payment of the Plan price, fraud or material misrepresentation by You in purchasing the Plan or obtaining service. All reference to a cancellation fee is deleted and replaced with a pro-rated amount of the Plan price, less any claims paid, less an administrative fee of 10% of the Plan price or \$25.00, whichever is less. The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at [1-800-952-5210], or You may write to Department of Consumer Affairs, [4244 S. Market Court, Suite D, Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov]. You may cancel this Plan if the Product is returned, sold, lost, stolen or destroyed. You may cancel this Plan within 30 days after receipt of this Plan by providing written notice to the Administrator. You will receive a full refund if no

claims have been made. If You cancel after the first 30 days from receipt of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan.

CO Residents: All reference to a cancellation fee is deleted and replaced with a cancellation fee of 10% of the gross amount paid for Your Plan or \$30.00 whichever is less.

CT Residents: RESOLUTION OF DISPUTES: If We are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with the State of Connecticut, Insurance Department, [P.O. Box 816, Hartford, CT 06142-0816], Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the Plan. You may cancel this Plan if You return the Product or if the Product is sold, lost, stolen, or destroyed. If the Product is in a repair facility at the time of contract expiration, the date will automatically be extended until the repair is complete.

DC Residents: You may, within 30 days of receipt, return this Plan. Upon return of the Plan within the applicable time period, if no claim has been made, the Plan will be void and You will be refunded or Your account credited, the full Plan Purchase Price. This provision applies only to the original purchaser of this Plan. Any reference to a cancellation fee is deleted and replaced with a cancellation fee not to exceed 10% of the Plan Purchase Price, or \$30.00, whichever is less. Prior written notice is not required if the reason for cancellation is nonpayment of the Plan Purchase Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use.

FL Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where the Plan holder resides. All references to a cancellation fee is deleted.

GA Residents: If a dispute arises between the English and Spanish versions of this Plan, due to issues of interpretation, the English version will prevail in all cases. If You cancel this Plan within the first 20 days after the date the Plan was mailed or within 10 days of delivery and the price has been paid, the Plan is void and We will issue a full refund including applicable tax less claims paid. If You cancel after the first 20 days, We will issue a refund for any unearned pro rata Plan price paid less any claims paid as of the cancel date in addition to an administrative fee not to exceed ten percent (10%) of the unearned pro rata Plan price or \$30 whichever is less. This Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. If You are a New or Existing DISH Subscriber and You cancel after [180] days of activation of Your DISH Network account, You will receive a pro-rata refund of the unearned Purchase Price, less any claims paid, less an administrative fee not to exceed 10% of the unearned pro rata Plan price or \$30.00 whichever is less.

HI Residents: You may cancel this Plan within 30 calendar days of mailing of the Plan or 20 days if delivered at time of sale. If this Plan is cancelled within the applicable time period and no claim has been made, this Plan will be void and You will be refunded the full Plan Price. The right to void this Plan is not transferable and applies only to the original purchaser.

IL Residents: This Plan covers failure due to normal wear and tear. If You cancel this Plan at any time after 30 days from the purchase date or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received, less a cancellation fee equal to the lesser of 10% of the purchase price or \$30.00.

IN Residents: Proof of payment to the retailer that sold You this Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

MD Residents: This Plan is extended automatically when We fail to perform the services under this Plan. This Plan will not terminate until services are provided in accordance with the terms of the Plan.

ME Residents: All reference to cancellation fee is deleted and replaced with less any claims paid, less an administrative fee not to exceed 10% of the Plan price or \$30.00 whichever is less.

MI Residents: If performance of the Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

MN Residents: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

MO Residents: Pre-existing conditions are covered under this Plan.

NC Residents: Your Plan shall be non-cancelable by Us except for nonpayment by You or for a violation of any of the terms and conditions of this Plan. All reference to cancellation fee is deleted and replaced with pro-rata refund of the Plan price, less any claims paid, less an administrative fee not to exceed 10% of the pro rata refund Plan price or \$30.00 whichever is less.

NH Residents: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at [21 South Fruit Street, Suite 14, Concord NH 03301], [1-800-852-3416]. Any reference to "a cancellation fee of [\$30.00]" is deleted and replaced with "a cancellation fee of \$30.00) or 10% of the Purchase Price, whichever is less." Arbitration shall be held at a location selected by Us within the state in which this Plan was purchased. Any arbitration proceeding is subject to RSA 542.

NM Residents: Pre-existing conditions are covered under this Plan. If You have any concerns regarding the handling of Your Claim, You may contact the Office of Superintendent of Insurance at [855-427-5674]. This right to cancel applies only to the original purchaser of the Plan. Any reference to a cancellation fee is deleted and replaced with a cancellation fee not to exceed 10% of the Plan Purchase Price, or \$30.00, whichever is less. We may not cancel this Plan once it has been in effect for at least 70 days before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except for the following conditions: failure to pay the Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Plan; fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required under the Plan.

NV Residents: Pre-existing conditions are covered under this Plan. If You are not satisfied with the manner in which We are handling the claim on Your Plan, You may contact the Commissioner by calling the toll-free number, [(888) 872-3234]. All reference to a cancellation fee is deleted and replaced with a cancellation fee of \$25.00. No Plan that has been in effect for at least 70 days may be canceled by the Provider before the expiration of the agreed term or 1 year after the effective date of the Plan, whichever occurs first, except on the following grounds: (a) failure by the plan holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; (2) a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. If this Plan is returned within the first 20 days after the Plan is mailed or within 10 days after receipt of contract if provided at time of sale, this Plan is void and We will return the full Purchase Price of this Plan. If You cancel after 20 days after this Plan is mailed, or within 10 days after receipt of Plan if provided at time of sale, You will receive a pro rata refund based on the time remaining on Your Plan. If a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any

accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund.

OK Residents: Oklahoma License Number 44199246. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The **Can this Plan be cancelled** provision is deleted and replaced with the following: You may cancel this Plan at any time by calling [1-800-333-DISH (3474)]. **New DISH Subscribers:** If You cancel this Plan within the first [180] days after activation of Your DISH Network account, You will not be charged for the monthly service and any applicable new subscriber credits for the Plan will end. If You cancel after [180] days of activation of Your DISH Network account, You will receive a refund which will be based upon 90% of the unearned pro rata provider fee paid by You, less the actual cost of any claims paid under the Plan. **Existing DISH Subscribers:** If You cancel this Plan within [180] days of purchase of this Plan, You will receive a refund which will be based upon 90% of the unearned pro rata provider fee paid by You, less the actual cost of any claims paid under the Plan. If You cancel this Plan after [180] days of purchase of this Plan, You will receive a refund which will be based upon 90% of the unearned pro rata provider fee paid by You, less the actual cost of any claims paid under the Plan. If this Plan was inadvertently sold to You on a Product which was not intended to be covered, We will cancel this Plan and return the full Purchase Price paid. If We cancel this Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded 100% of the unearned pro rata provider fee paid by You (i.e., the Purchase Price) for the then-current month, less any claims paid. **Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** The parties shall, upon demand of either, submit any and all of their differences to arbitration; provided, that if agreement by arbitration is not reached within three months from date of the demand for arbitration, YOU may sue US. To begin arbitration, either **YOU** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **CLAIM** is filed. **YOU** may get a copy of these AAA's Rules by contacting AAA at [1633 Broadway, 10th Floor, New York, NY 10019] or visiting [www.adr.org]. **WE** will advance to **YOU** all or part of the fees of the AAA and of the arbitrator. Unless **YOU** and **WE** agree otherwise, the arbitration will take place in the county and state where **YOU** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU** also agree that any arbitration proceeding will only consider **YOUR CLAIMS**. **CLAIMS** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR CLAIMS**. **Please note that the Provision governs disputes between You and Us; any dispute(s) between You and DISH Network is governed by the arbitration provision of Your DISH Network Residential Customer Agreement.**

SC Residents: If Administrator does not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, [1201 Main Street, Ste. 1000, Columbia, SC 29201], or [(800) 768-3467].

TN Residents: You may cancel this Plan at any time for any reason [by emailing [insert email address], by calling [insert phone number], by mailing your request to [insert address], or by visiting [insert web address]]. [If You purchased this Plan online,] You may also cancel at [insert web address].

TX Residents: The Registration Number for Federal Warranty Service Corporation is [269]. If You have complaints or questions regarding this Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711]; [1-512-463-6599] or [1-800-803-9202] (Within TX only). The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is not provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. This right to cancel applies only to the original purchaser of the Plan and is not transferable. If We receive Your Plan and cancellation notice

31 days after the purchase date but before the effective date, We will refund You the full Plan price, less a cancellation fee not to exceed \$30.00. If We receive Your Plan and cancellation notice after the effective date, We will refund You 100% of the unearned pro rata Plan price, less any claims paid, less a cancellation fee not to exceed \$30.00.

UT Residents: Pre-existing conditions are covered under this Plan. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157 or call the toll-free number at 1-800-852-2244. We may cancel for the following reasons: (a) nonpayment of Purchase Price of the Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (d) substantial breach of contractual duties, conditions, or warranties by You. If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair. Failure to give any notice or file proof of loss required by this Plan within the time specified does not invalidate a claim if You show that it was not reasonably possible.

VA Residents: If any promise made in the Plan has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml] to file a complaint.

WA Residents: Pre-existing conditions are covered under this Plan. The obligations of the Provider under this Plan are backed by the full faith and credit of the Provider. Nothing in the section headed "Arbitration" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Plan. All arbitrations will be held in the county in which You maintain Your permanent residence.

WI Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This is a 'service contract' as regulated under Wisconsin Law and as referenced in the Federal Public Law 93-637. If You cancel this Plan within the first 20 days after the date the Plan was mailed or within 10 days of delivery, the price has been paid, and no service events have been paid, the Plan is void and We will issue a full refund including applicable tax. If You cancel after the first 20 days, We will issue a refund for any unearned pro rata Plan price paid less any claims paid as of the cancel date in addition to an administrative fee not to exceed 10% of the unearned pro rata Plan price. Proof of loss must be provided as soon as reasonably possible and within one (1) year from the request. Failure by You to furnish proof of loss within this timeframe does not invalidate or reduce a claim unless We are prejudiced and it was reasonably possible to meet the time limit. We can cancel this Plan at any time only in the event of nonpayment of the Plan purchase price, material misrepresentation or substantial breach of duties by You related to the covered Product or its use. If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least 5 days prior to the cancellation date.