

# **DISH RETAILER MASTER BUSINESS RULES**



**Effective Date:  
November 16, 2023 through April 10, 2024**

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# **DISH RETAILER MASTER BUSINESS RULES**

## **RESIDENTIAL PROMOTIONAL PROGRAMS - New Subscribers**



**Effective Date:  
November 16, 2023 through April 10, 2024**

**Digital Home Advantage Promotional Program  
(DHA24 Elite or DHA24 Plus or DHA24 Standard)**

**Eligible Subscribers:** New, first-time Residential or [SDS Subscribers](#) and eligible Former Residential or SDS DISH Subscribers.

**Subscriber Qualification:** [Residential Subscriber Qualification](#) applies. Credit or debit card qualification and SSN or ITIN qualification also apply.

	DHA24 Elite	DHA24 Plus	DHA24 Standard
<b>Term Commitment</b>	24 months	24 months	24 months
<b>Non-refundable Activation Fee</b>	\$0	\$0	\$50
<b>Cancellation Fee</b>	\$20.00 x months remaining in term commitment. Max = \$480	\$20.00 x months remaining in term commitment. Max = \$480	\$20.00 x months remaining in term commitment. Max = \$480

**Payment:** Subscribers pay the following, where applicable, prior to activation of their DISH System.

	Non-refundable Activation Fee	Lease Upgrade Fees
<b>Paid to DISH</b>	X	X
<b>Paid to Retailer</b>		

**Unreturned Equipment Charges:** Unreturned Equipment Charges apply.

**Standard Fees:** Residential Fees apply.

**Other Fees:** N/A

**Refer A Friend:** Subscribers may participate in the Refer A Friend (RAF) program to refer friends and family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the Retailer.

**Residential Locations:** Residential Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico (not eligible for DHA Standard) or U.S. Virgin Islands.

**SDS Locations:** Shared DISH MDU Properties with a central master antenna system utilized to distribute Programming and/or other DISH services that are located in the contiguous United States, Hawaii, Alaska, Puerto Rico, or U.S. Virgin Islands.

**DISH Install Sales:** Retailers may sell the DHA24 Plans to Subscribers using the DISH Install flow in Axiom in the contiguous United States only. Residential accounts on Shared DISH MDU Properties may not be in the DISH Install flow.

**Required Programming:** [Residential Required Minimum Programming](#) applies.

**Eligible Receivers:** The below new or reconditioned Receivers are eligible for the DHA24 Promotional Programs.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or an L-band setup.
- Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.
- Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

DHA24 Elite/DHA24 Plus			DHA24 Standard		
Eligible Receiver Models*	Primary Receiver Lease Upgrade Fee		Additional Receiver Lease Upgrade Fee	Primary Receiver Lease Upgrade Fee	Additional Receiver Lease Upgrade Fee
	\$0 (Elite)	\$50 (Plus)			
Hopper 3	\$0 (Elite)	\$50 (Plus)	N/A	\$150	N/A
Hopper 2	\$0		\$0	\$50	\$50
Hopper 1	N/A		N/A	\$0	N/A
Hopper Duo	\$0		N/A	\$0	N/A
4K Joey	N/A		\$50	N/A	\$50
Super Joey	N/A		\$0	N/A	\$0
Joey 1 / Joey 2 / Joey 3 / Joey 4	N/A		\$0	N/A	\$0
Wireless Joey** / Wireless Joey 4	N/A		\$25	N/A	\$25
Wally	\$0		\$0	\$0	\$0

\*Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

\*\*A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification	
Qualification	Lease Upgrade Fee
DHA24 Elite	\$0
DHA24 Plus	\$25
DHA24 Standard	\$50

**MPEG-4 Receivers**

- All new Residential and SDS Subscribers under a DHA24 Plan must have only [MPEG-4](#) Receivers active on their account.
- Subscribers must at all times have only [MPEG-4](#) Receivers active on their account if they are located in an Eastern Arc Only [DMA](#) or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

**Wally Receivers**

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer's location. The Wally is not compatible with the DPH LNBF.

**Receiver Accessories**

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

**DISH Outdoors**

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

- Equipment Limitations:** Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.
- Installation:** Retailer must provide [Residential Standard Professional Installation](#) of up to 6 Receivers to up to 6 televisions, an appropriate antenna, and mounting hardware at no additional charge.  
Retailer must install and activate the new Residential Subscriber Account within 30 days from the date the Subscriber Account Number was generated.
- Antenna Configuration:** The antenna displayed in the order entry tool must be installed.
- Plan Agreement:** [Digital Home Advantage](#) Plan Agreement  
The Plan Agreement will be created by DISH if the Subscriber is qualified using the DISH Install flow in Axiom. No Retailer action is required.

Subscribers may modify the Receivers on their account by calling their Retailer within 30 days after account activation as long as their desired system configuration falls within the limitations listed above. **Retailers must create an Assistance Request on the Partner Hub using category General Questions, subcategory Business Rules and receive a response to the Assistance Request prior to modifying any Receivers on the Subscribers' accounts.** After the Subscriber's equipment is installed and the account has been activated for 30 days, the Subscriber may not modify Receivers on their [Digital Home Advantage](#) account. However, if the Subscriber wants to add Receivers to his or her account, the Subscriber may purchase the additional hardware and pay for the additional installation costs or by participating in the Change Receiver Promotional Program.

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**Flex24 Promotional Program**  
(Flex24)

**Eligible Subscribers:** New, first-time Residential or [SDS Subscribers](#) and eligible Former Residential or SDS DISH Subscribers.

**Subscriber Qualification:** [Residential Subscriber Qualification](#) applies. Credit or debit card qualification and SSN or ITIN qualification also applies.

Flex24	
<b>Term Commitment</b>	24 months
<b>Non-refundable General Market or International Activation Fee</b>	\$50
<b>Non-refundable Latino Activation Fee</b>	\$25
<b>Cancellation Fee</b>	\$20.00 x months remaining in term commitment. Max = \$480

**Special Billing:** Subscribers pay for their first month’s programming, taxes and other fees prior to activation of their DISH System, and at all times thereafter must pay each month’s programming, taxes and other fees prior to the effective date of service.

**First Billing Payment:** Subscribers pay the following, where applicable, prior to activation of their DISH System.

	First Monthly Payment	Non-refundable Activation Fee	Lease Upgrade Fees
<b>Paid to DISH</b>	X	X	X
<b>Paid to Retailer</b>			

First Monthly Payment includes the Subscriber’s first month’s programming, taxes and Residential Fees.

**Unreturned Equipment Charges:** Unreturned Equipment Charges apply.

**Standard Fees:** Residential Fees apply.

**Other Fees:** None

**Refer A Friend:** Subscribers may participate in the Refer A Friend (RAF) program to refer friends and family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the Retailer.

**Residential Locations:** Residential Locations in the contiguous United States, Hawaii, Alaska, or U.S. Virgin Islands.

**SDS Locations:** Shared DISH MDU Properties with a central master antenna system utilized to distribute Programming and/or other DISH services that are located in the contiguous United States, Hawaii or Alaska.

**DISH Install Sales:** Retailers may sell the Flex24 Plan to Subscribers using the DISH Install flow in Axiom in the contiguous United States only. Residential accounts on Shared DISH MDU Properties may not be in the DISH Install flow.

**Required Programming:** [Residential Required Minimum Programming](#) applies.

**Eligible Receivers:** The below new or reconditioned Receivers are eligible for the Flex24 Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or an L-band setup.

- Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.
- Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

Eligible Receiver Models*	Primary Receiver Lease Upgrade Fee	Additional Receiver Lease Upgrade Fee
Hopper 3	\$200	N/A
Hopper 2	\$100	\$100
Hopper 1	\$25	N/A
Hopper Duo	\$100	N/A
4K Joey	N/A	\$50
Super Joey	N/A	\$100
Joey 1 / Joey 2 / Joey 3 / Joey 4	N/A	\$0
Wireless Joey** / Wireless Joey 4	N/A	\$25
Wally	\$50	\$50

\*Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

\*\*A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification	
Qualification	Lease Upgrade Fee
Flex24	\$75

**MPEG-4 Receivers**

- All new Residential and SDS Subscribers under a Flex24 Plan must have only [MPEG-4](#) Receivers active on their account.
- Subscribers must at all times have only [MPEG-4](#) Receivers active on their account if they are located in an Eastern Arc Only [DMA](#) or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

**Wally Receivers**

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

**Receiver Accessories**

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

**DISH Outdoors**

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

**Equipment Limitations:** Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.



**Installation:** Retailer must provide [Residential Standard Professional Installation](#) of up to 6 Receivers to up to 6 televisions, an appropriate antenna and mounting hardware at no additional charge. Retailer must install and activate the new Residential Subscriber Account within 30 days from the date the Subscriber Account Number was generated.

**Antenna Configuration:** The antenna displayed in the order entry tool must be installed.

**Plan Agreement:** Flex24 Plan Agreement  
The Plan Agreement will be created by DISH if the Subscriber is qualified using the DISH Install flow in Axiom. No Retailer action is required.

Subscribers may modify the Receivers on their account by calling their Retailer within 30 days after account activation as long as their desired system configuration falls within the limitations listed above. **Retailers must create an Assistance Request on Partner Hub using category General Questions, subcategory Business Rules and receive a response to the Assistance Request prior to modifying any Receivers on the Subscribers' accounts.** After the Subscriber's equipment is installed and the account has been activated for 30 days, the Subscriber may not modify Receivers on their Flex24 account. However, if the Subscriber wants to add Receivers to his or her account, the Subscriber may purchase the additional hardware and pay for the additional installation costs or by participating in the Change Receiver Promotional Program.

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**FlexTV Promotional Program**  
(FlexTV)

**Eligible Subscribers:** New, first-time Residential or [SDS Subscribers](#).

**Subscriber Qualification:** [Residential Subscriber Qualification](#) applies. No credit or debit card, or SSN or ITIN required.

FlexTV	
<b>Term Commitment</b>	None
<b>Non-refundable Programming Activation Fee</b>	\$150
<b>Non-refundable International Programming Activation Fee</b>	\$100
<b>Non-refundable Latino Programming Activation Fee</b>	\$25
<b>Cancellation Fee</b>	None

**Special Billing:** Subscribers pay for their first month’s programming, taxes and other fees prior to activation of their DISH System, and at all times thereafter must pay each month’s programming, taxes and other fees prior to the effective date of service.

**First Billing Payment:** Subscribers pay the following, where applicable, prior to activation of their DISH System.

	First Monthly Payment	Non-refundable Activation Fee	Receiver Upgrade Fees
<b>Paid to DISH</b>	X		
<b>Paid to Retailer</b>		X	X

First Monthly Payment includes the Subscriber’s first month’s programming, taxes and Residential Fees.

**Unreturned Equipment Charges:** None.

**Standard Fees:** Residential Fees apply.

**Other Fees:** The Activation Fee includes the purchase price of a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline, Dish 500, Dish 1000.2, Dish 1000.4, Dish 1000.2 EA, DPP 500+ or Dish 500+ antenna and installation of the antenna and a [Primary Receiver](#). Additional fees may be charged for a Dish 500H, Dish 500HW, Dish 500AK, Dish 500PR, DPP 1000+ or Dish 1000+ antenna.

**Refer A Friend:** Subscribers may participate in the Refer A Friend (RAF) program to refer friends and family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the Retailer.

**Locations:** Residential Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

**SDS Locations:** Shared DISH MDU Properties with a central master antenna system utilized to distribute Programming and/or other DISH services that are located in the contiguous United States, Hawaii, or Alaska.

**DISH Install Sales:** Retailers may sell the FlexTV Plan to Subscribers using the DISH Install flow in Axiom in the contiguous United States only.

- Residential accounts on Shared DISH MDU Properties may not be in the DISH Install flow.

**Required Programming:** [Residential Required Minimum Programming](#) applies. Subscribers to Racetrack Television Network (RTN) only, must pay a \$6/mo. Service Access Fee. Retailers must call the [DASH Line](#) to qualify the Subscriber and create their account.

**Eligible Receivers:** The below new or reconditioned Receivers are eligible for the FlexTV Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or an L-band setup.
- Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.
- Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

Eligible Receiver Models*	Primary Receiver Upgrade Fee	Additional Receiver Upgrade Fee
Hopper 3	\$350	N/A
Hopper 2	\$100	\$100
Hopper 1	\$50	N/A
Hopper Duo	\$150	N/A
4K Joey	N/A	\$100
Super Joey	N/A	\$100
Joey 1 / Joey 2 / Joey 3 / Joey 4	N/A	\$50
Wireless Joey** / Wireless Joey 4**	N/A	\$50
Wally	\$100	\$100

\*Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

\*\*A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification	
Qualification	Upgrade Fee
FlexTV	\$100

**MPEG-4 Receivers**

- All new Residential and SDS Subscribers under a Flex24 Plan must have only [MPEG-4](#) Receivers active on their account.
- Subscribers must at all times have only [MPEG-4](#) Receivers active on their account if they are located in an Eastern Arc Only [DMA](#) or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

**Wally Receivers**

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

**Receiver Accessories**

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.

- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

**DISH Outdoors**

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

**Equipment Limitations:** Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

**Additional Equipment:** Upgraded or additional antennas and switches can be purchased by the Subscriber at a price determined by the Retailer.

**Installation:** Retailer must provide [Residential Standard Professional Installation](#) of up to 6 Receivers to up to 6 televisions, an appropriate antenna, and mounting hardware at no additional charge.  
Retailer must install and activate the new Residential Subscriber Account within 30 days from the date the Subscriber Account Number was generated.

**Antenna Configuration:** The antenna displayed in the order entry tool must be installed.

**Customer Agreement:** N/A

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## HughesNet Gen5

Prior to selling HughesNet Gen5 products, Retailers must sign a retailer agreement with Hughes Network Systems LLC (a “Hughes Retailer Agreement”) to become a dealer for Hughes Network Systems LLC (a “Hughes Dealer”). Only Hughes Dealers may sell the HughesNet Gen5 products. Hughes Dealers shall submit orders for HughesNet Gen5 products via the DISH order entry tool and such orders are sent to Hughes once order entry is complete.

Hughes Retailers may order HughesNet Gen5 equipment through Echosphere or an Authorized Hardware Provider. For any HughesNet Gen5 product sold, Hughes Retailers must install the HughesNet Gen5 Product; DISH Install is not available for these products. Hughes subscriber interactions such as billing, customer service, and technical support are handled exclusively by Hughes and/or pursuant to the Hughes Retailer Agreement.

Subscribers who subscribe to an Eligible Programming package and an eligible HughesNet Gen5 product through the DISH order entry tool are eligible to receive a \$5 monthly credit on their DISH TV service for up to 24 months as long as the Subscriber continues to subscribe to both DISH and Hughes eligible services and remains a Subscriber in good standing. For clarity, if a Subscriber goes on DISH Pause, then such Subscriber will no longer be eligible to receive the \$5 monthly credit on their DISH TV service.

**Eligible Subscribers:** New, first-time Residential Internet Subscribers who are also subscribed to Residential Required Minimum Programming. For clarity, this includes new DISH Subscribers as well as existing DISH Subscribers adding a new Residential Internet service. Residential Subscribers located on a Shared DISH MDU Property are not eligible for HughesNet Gen5 Products.

**Subscriber Qualification:** DHA24 Elite, DHA Plus, or DHA Standard only. Credit or debit card qualification and SSN or ITIN qualification apply.

**Payment:** For DISH Programming, payments are as stated in the applicable Promotional Program. For HughesNet Gen5 Products, payments are as stated in Retailer’s Hughes Retailer Agreement.

**Unreturned Equipment Charges:** As stated in Retailer’s Hughes Retailer Agreement.

**Standard Fees:** As stated in Retailer’s Hughes Retailer Agreement.

**Other Fees:** As stated in Retailer’s Hughes Retailer Agreement.

**Locations:** As stated in Retailer’s Hughes Retailer Agreement.

**DISH Install Sales:** N/A

**Required TV Programming:** Flex Pack, America’s Top 120 Plus or higher, or DishLATINO Clásico or higher.

**Installation:** As stated in Retailer’s Hughes Retailer Agreement.

**Plan Agreement:** As stated in Retailer’s Hughes Retailer Agreement.

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**Sling TV**

**Eligible Subscribers:** New, first-time Sling TV Subscribers at a Residential Location.

**Payment:** Subscribers provide payment information, including credit card, at the point of sale in Axiom, though payment may not be charged at this time depending on the promotion selected.

<b>Sling Orange, Sling Blue, Sling Orange + Sling Blue Promotions</b>		
	<b>Subscriber pays at the point of sale</b>	<b>Subscriber pays when trial period ends</b>
7 Days Free		X
Sling Monthly	X	
2 Month Prepay Device Bundle*	X	
3 Month Prepay Device Bundle*	X	
Sling 3 Month Prepay	X	
Sling 6 Month Prepay	X	
Sling 12 Month Prepay	X	

<b>Sling TV International Promotions</b>		
	<b>Subscriber pays at the point of sale</b>	<b>Subscriber pays when trial period ends</b>
7 Days Free		X
Sling Monthly	X	
2 Month Prepay Device Bundle*	X	
3 Month Prepay Device Bundle*	X	
4 Month Prepay Device Bundle*	X	
6 Month Prepay Device Bundle*	X	
6 Month Prepay Promo	X	
Sling 3 Month Prepay	X	
Sling 6 Month Prepay	X	
Sling 12 Month Prepay	X	
Annual Plan	X	

<b>Sling TV Latino Promotions</b>		
	<b>Subscriber pays at the point of sale</b>	<b>Subscriber pays when trial period ends</b>
7 Days Free		X
Sling Monthly	X	
4 Month Prepay Device Bundle*	X	
6 Month Prepay Device Bundle*	X	
Sling 3 Month Prepay	X	
Sling 6 Month Prepay	X	
Sling 12 Month Prepay	X	

\*Requires that the Retailer select the Subscriber-chosen [Device](#) in Axiom to be shipped to the Subscriber. Retailers will not be reimbursed for any Devices sold to Subscribers for Sling TV.

**Residential Locations:** Residential Locations in the contiguous United States, Hawaii, Alaska, or Puerto Rico.

**Required Programming:** Sling Orange, Sling Blue, Sling Orange + Sling Blue core domestic programming, a [Sling TV Latino](#) core programming packages, or a [Sling TV International](#) core programming package.

**Installation:** N/A

**Plan Agreement:** N/A

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# **DISH RETAILER MASTER BUSINESS RULES**

## **RESIDENTIAL PROMOTIONAL PROGRAMS – Existing Subscribers**



**Effective Date:  
November 16, 2023 through April 10, 2024**

**Change Receiver Promotional Program**

**Eligible Subscribers:** Existing Qualifying Residential or Existing Qualifying SDS Subscribers.

**Subscriber Qualification:** [Existing Residential Subscriber Qualification](#) applies. Credit or debit card qualification also applies.

Change Receiver		
<b>Term Commitment</b>	24 months	
<b>Cancellation Fee</b>	\$20.00 x months remaining in term commitment.	Max = \$480

**Unreturned Equipment Charges:** Unreturned Equipment Charges apply.

**Standard Fees:** Residential Fees apply.

**Other Fees:** The Technician Visit Fee applies.

**Residential Locations:** Residential Locations in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or an [Authorized Alaska ZIP Code](#).

**SDS Locations:** Shared DISH MDU Properties with a central master antenna system used for distribution of programming and/or other DISH services that are located in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or an Authorized Alaska ZIP Code.

**Required Programming:** Eligible Residential Programming applies.

**Eligible Receivers:** The below new or reconditioned Receivers are eligible for the Change Receiver Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or L-band setup.
- Receivers may only be exchanged for Receivers in higher Receiver model families. Please see the Master List of Definitions for Receiver model families.
- Added Receivers do not need to be from a different Receiver model family.

Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH				
Receiver Models	Plan A	Plan B	Plan C	Plan D
Hopper 3*	\$100	\$150	\$150	\$350
Hopper 2	\$0	\$0	\$50	\$100
Hopper 1	\$0	\$0	\$25	\$50
Hopper Duo	\$0	\$0	\$25	\$150
4K Joey	\$50	\$50	\$50	\$100
Super Joey***	\$10	\$10	\$10	\$100
Joey 1 / Joey 2 / Joey 3***	\$10	\$10	\$10	\$50
Joey 4	\$50	\$50	\$100	\$100
Wireless Joey**	\$25	\$25	\$25	\$50
Wireless Joey 4**	\$50	\$50	\$100	\$100
Wally	\$0	\$0	\$0	\$100
ViP 211, ViP 211k, ViP 211z	\$0	\$0	\$0	\$50

\*Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount; DISH collects \$0. Please see the [Receiver Residential Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade](#) table for full details.

\*\*A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan C and Plan D Subscribers is \$50.

\*\*\*The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$10. The Receiver upgrade fee for DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$0. The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan D is \$100 for Super Joey and \$50 for Joey 1/2/3. The Receiver upgrade fee for DISH Protect Subscribers in Plan D is \$0 for Super Joey or Joey 1/2/3.



Non-Refundable Accessory Upgrade Fees Per Accessory Collected by DISH				
Accessory Model	Plan A	Plan B	Plan C	Plan D
Hopper Plus	\$50*	\$100	\$100	\$100

\*Qualifying Subscribers will be eligible to receive the Hopper Plus, Joey® 4, or Wireless Joey® 4 at no cost. Whichever cost is lowest for the specific work order will be waived. If the Wireless Joey® 4 cost is waived, the Wireless Joey® Access Point cost will also be waived.

**Wally Receivers**

- Maximum of 6 leased Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

**Receiver Accessories:**

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4, or Wireless Joey 4.

**DISH Outdoors**

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper 1, or Hopper Duo.

**Equipment Limitations:** Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

**Installation:** Non-Hopper 2 / Hopper 1 installations – Retailer must provide [Residential Standard Professional Installation](#) of up to 3 Receivers to up to 6 televisions at no additional charge.  
Hopper 3 / Hopper 2 / Hopper 1 installations – Retailer must provide Residential Standard Professional Installation of up to 6 Receivers supporting up to 6 HD televisions.

**The Technician Visit Fee applies.**

**Payment of Fees:** **Subscribers pay all Upgrade Fees directly to DISH and Technician Visit Fees to the Retailer.**

**Antenna Configuration:** Required antenna configuration changes must be completed as part of the Change Receiver Promotional Program.

**Return of Previously Leased Receivers:** Subscribers who exchange leased Receivers under this Plan must return their exchanged Receivers directly to DISH. DISH will provide boxes and shipping instructions to the Subscriber. Retailers may not return equipment on a Subscriber’s behalf.

**Prior Agreements:** Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.

**Additional Limitations:** Subscribers may not participate in the Change Receiver Plan within 14 days of participating in the [DISH Move-In Deal](#) Plan, [DISH Move-In Deal Receiver Upgrade](#) Plan, or other Change Receiver Plan.

**Plan Agreement:** Change Receiver Plan Agreement

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**DISH Move-In Deal Promotional Program**  
(DISH Move-In Deal)

**Eligible Subscribers:** Existing Qualifying Residential or SDS Subscribers who relocate to a new permanent Residential Location.

**Subscriber Qualification:** [Existing Residential Subscriber Qualification](#) applies.  
If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner, only DISH may move the Subscriber.

DISH Move-In Deal	
<b>Term Commitment</b>	N/A
<b>Cancellation Fee</b>	N/A

**Unreturned Equipment Charges:** N/A

**Standard Fees:** Residential Fees apply.

**Other Fees:** N/A

**Locations:** The location to which the Subscriber is moving must be a Residential or SDS Location in the contiguous United States, Hawaii, Alaska, Puerto Rico or U.S. Virgin Islands.

**Moves between Arcs:**

**Subscribers moving between Eastern Arc Markets or Within the Same Eastern Arc Market** must:

- maintain an Eastern Arc Configuration; and
- continue to have only [MPEG-4](#) Receivers active on their account.

**Subscribers moving from an Eastern Arc Market to a Western Arc Market** are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

**Subscribers moving from a Western Arc Market to an Eastern Arc Market** must be installed with an Eastern Arc Configuration if they have an all-MPEG-4 Receiver configuration.

**Western-to-Eastern Arc Market Subscribers should not** be installed with an Eastern Arc Configuration if they do not have an all-MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber without all-MPEG-4 Receivers wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

**Moves between Location types:**

**Subscribers moving from a permanent Residential Location to an SDS Location** may be required to upgrade their equipment depending on the SDS Location’s setup. In this case the Retailer must use the Move-In Deal Receiver Upgrade Promotional Program.

**Subscribers moving from an SDS Location to an SDS Location** may be required to upgrade their equipment depending on the new SDS Location’s setup. In this case, the Retailer must use the Move-In Deal Receiver Upgrade Promotional Program.

**Required Programming:** Eligible Residential Programming applies.

**Eligible Receivers:** N/A

**Installation:** Retailer must provide [Residential Standard Professional Installation](#) of up to 6 Receivers to up to 6 televisions, appropriate antennas, and mounting hardware at no additional charge.

- Payment of Fees:** Technician Visit Fee does not apply for Subscribers who have been active with DISH for more than one year. Plan D Subscribers will be charged a \$100 fee for DISH Move-In Deal if they have been activated with DISH for less than one year or have already had DISH Move-In Deal within a 12 month period.
- Prior Agreements:** Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.
- Additional Limitations:** Subscribers may not participate in the [DISH Move-In Deal](#) Plan within 14 days of participating in the [Change Receiver](#) Plan or [DISH Move-In Deal Receiver Upgrade](#) Plan. Retailers may not submit a DISH Move-In Deal Plan Agreement for a Subscriber whose address matches an address that was previously listed on the account. Any service provided by the Retailer which is less than a Standard Professional Installation does not qualify for the DISH Move-In Deal Plan. Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.
- Plan Agreement:** N/A

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**DISH Move-In Deal Receiver Upgrade Promotional Program**  
(DISH Move-In Deal Receiver Upgrade)

**Eligible Subscribers:** Existing Qualifying Residential and SDS Subscribers who relocate to a new permanent Residential Location or Shared DISH MDU Property.

**Subscriber Qualification:** [Existing Residential Subscriber Qualification](#) applies. Credit or debit card qualification also applies.  
If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner, only DISH may upgrade the Subscriber.

DISH Move-In Deal Receiver Upgrade	
<b>Term Commitment</b>	24 months
<b>Cancellation Fee</b>	\$20.00 x months remaining in term commitment. Max = \$480

**Unreturned Equipment Charges:** Unreturned Equipment Charges apply.

**Standard Fees:** Residential Fees apply.

**Other Fees:** N/A

**Locations:** The location to which the Subscriber is moving must be a Residential or SDS Location in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or the [Authorized Alaska ZIP codes](#).

**Moves between Arcs:**

**Subscribers moving between [Eastern Arc Markets](#) or Within the Same Eastern Arc Market** must:

- maintain an Eastern Arc Configuration; and
- continue to have only [MPEG-4](#) Receivers active on their account.

**Subscribers moving from an Eastern Arc Market to a Western Arc Market** are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

**Subscribers moving from a Western Arc Market to an Eastern Arc Market** must be installed with an Eastern Arc Configuration if they have an all MPEG-4 Receiver configuration.

**Western-to-Eastern Arc Market Subscribers should not** be installed with an Eastern Arc Configuration if they do not have an all MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

**Moves between Location types:**

**Subscribers moving from a permanent Residential Location to an SDS Location** may be required to upgrade their equipment depending on the SDS Location's setup.

**Subscribers moving from an SDS Location to an SDS Location** may be required to upgrade their equipment depending on the new SDS Location's setup.

**Required Programming:** Eligible Residential Programming applies.

**Eligible Receivers:** The below new or reconditioned Receivers are eligible for the DISH Move-In Deal Receiver Upgrade Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or L-band setup.
- Receivers may only be exchanged for Receivers in higher Receiver model families. Please see the Master List of Definitions for Receiver model families.
- Added Receivers do not need to be from a different Receiver model family.

<b>Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH</b>				
<b>Receiver Models</b>	<b>Plan A</b>	<b>Plan B</b>	<b>Plan C</b>	<b>Plan D</b>
Hopper 3*	\$100	\$150	\$150	\$350
Hopper 2	\$0	\$0	\$50	\$100
Hopper 1	\$0	\$0	\$25	\$50
Hopper Duo	\$0	\$0	\$25	\$150
4K Joey	\$50	\$50	\$50	\$100
Super Joey***	\$10	\$10	\$10	\$100
Joey 1 / Joey 2 / Joey 3***	\$10	\$10	\$10	\$50
Joey 4	\$50	\$50	\$100	\$100
Wireless Joey**	\$25	\$25	\$25	\$50
Wireless Joey 4**	\$50	\$50	\$100	\$100
Wally	\$0	\$0	\$0	\$100
ViP 211, ViP 211k, 211z	\$0	\$0	\$0	\$50

\*Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount; DISH collects \$0. Please see the [Receiver Residential Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade](#) table for full details.

\*\*A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan C and Plan D Subscribers is \$50.

\*\*\*The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$10. The Receiver upgrade fee for DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$0. The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan D is \$100 for Super Joey and \$50 for Joey 1/2/3. The Receiver upgrade fee for DISH Protect Subscribers in Plan D is \$0 for Super Joey or Joey 1/2/3.

**Wally Receivers**

- Maximum of 6 leased Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

**Receiver Accessories:**

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

**DISH Outdoors**

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper 1, or Hopper Duo.

**Equipment Limitations:** Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

**Installation:** Retailer must provide [Residential Standard Professional Installation](#) of up to 6 Receivers (supporting up to 6 HD TVs and up to 12 total TVs) per Subscriber Account, appropriate antennas and mounting hardware at no additional charge. Hopper 3 / Hopper 2 / Hopper 1 installations – Retailer must provide Residential Standard Professional Installation of up to 6 Receivers supporting up to 6 HD televisions at no additional charge.

**Payment of Fees:** **Subscribers pay Upgrade Fees directly to DISH.** Technician Visit Fee does not apply for Subscribers who have been active with DISH for more than one year.

For Subscribers who have been with DISH for less than one year, DISH will collect a \$100 fee for Move-In Deal.

**Antenna Configuration:**

Required antenna configuration changes must be completed as part of the DISH Move-In Deal Receiver Upgrade Promotional Program.

**Return of Previously Leased Receivers:**

Subscribers who exchange leased Receivers under this Plan must return their exchanged Receivers directly to DISH. DISH will provide boxes and shipping instructions to the Subscriber. Retailers may not return equipment on a Subscriber's behalf.

**Prior Agreements:**

Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.

**Additional Limitations:**

Subscribers may not participate in the [DISH Move-In Deal Receiver Upgrade Plan](#) within 14 days of participating in the [DISH Move-In Deal](#) Plan or [Change Receiver](#). Subscribers originally installed with a Dish 1000.4 or Dish 1000.2 EA antenna may only upgrade to [MPEG-4](#) Receivers in any subsequent transaction if they move to or within an Eastern Arc Market.

**Plan Agreement:**

DISH Move-In Deal Receiver Upgrade Plan Agreement.

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## Equipment Limitations Overview

The below equipment limitations apply to the following Promotional Programs: DHA24 Elite, DHA24 Plus, DHA24 Standard, Flex24, FlexTV, Change Receiver, and DISH Move-In Deal Receiver Upgrade.

### Equipment Limitations:

- Maximum of 6 leased Receivers.
- Only 1 leased Hopper 3 allowed per Subscriber Account.
- Maximum of 2 leased Hopper 2 Receivers per Subscriber Account.
- Only 1 leased Hopper 1 Receiver allowed per Subscriber Account.
- Only 1 leased Hopper Duo Receiver allowed per Subscriber Account.
- Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models for SDS QAM Subscribers with the use with a Dual QAM Adapter.
- New Subscribers with Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.
- Existing Subscribers with a working configuration should rely on Axiom for any equipment changes or additions. The Work Order must agree with the installation and Retailers need to notify Retail Services of any discrepancies.

### Receiver Accessories

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

Hopper 3 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 2, Joey 3, Joey 4***	5
Hopper 2		5
Hopper 1	Wireless Joey*, Wireless Joey 4* ***	4
Hopper Duo	4K Joey	5
Super Joey	Purchased Wally**	2
Joey 1	Purchased ViP 211 / ViP 211k/ ViP 211z**	2
Leased Wally		
Leased ViP Receivers		

\* Two Wireless Joey Access Points can be added to one Hopper 3:

- First Wireless Joey Access Point can service up to 3 Wireless Joeyes.

- For accounts requiring a fourth Wireless Joey a second Wireless Access Point will be required.

\*\* If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z Receivers.

\*\*\* Hopper Plus is required for new customers to get a Joey 4 or Wireless Joey 4. Existing Subscribers may add a Joey 4 or Wireless Joey 4 without a Hopper Plus.

Hopper 2 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Hopper 2	1
Hopper 1	Joey 1, Joey 2, Joey 3, Joey 4***	3
Hopper Duo		3
Leased Wally		3
Leased ViP Receivers	Wireless Joey*, Wireless Joey 4* ***	3
	4K Joey	3
	Super Joey	1
	Purchased Wally**	2



	Purchased ViP 211 / ViP 211k / ViP 211z**	2
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\* One Wireless Joey Access Point allowed per Hopper 2:

- Wireless Joey Access Point can service up to 3 Wireless Joeyes.

\*\* If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

\*\*\* Hopper Plus is required for new customers to get a Joey 4 or Wireless Joey 4. Existing Subscribers may add a Joey 4 or Wireless Joey 4 without a Hopper Plus.

Hopper 1 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 1	3
Hopper 2	Joey 2	3
Hopper 1	Wireless Joey*	3
Hopper Duo	Purchased Wally**	2
4K Joey	Purchased ViP 211 / ViP 211k / ViP 211z**	2
Super Joey		
Leased Wally		
Leased ViP Receivers		

\* One Wireless Joey Access Point allowed per Hopper 1:

- Wireless Joey Access Point can service up to 3 Wireless Joeyes.

\*\* If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

Hopper Duo Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 1	1
Hopper 2	Joey 2	1
Hopper 1	Joey 3	1
Hopper Duo	Wireless Joey*	1
Super Joey	4K Joey	1
Leased Wally***	Purchased Wally**	2
Leased ViP Receivers	Purchased ViP 211 / ViP 211k / ViP 211z**	2

\* One Wireless Joey Access Point allowed per Hopper Duo:

- Wireless Joey Access Point can service 1 Wireless Joey.

\*\* If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

\*\*\* Hopper Duo can coexist with a Wally Receiver in a QAM environment with the use of a Dual QAM Adapter.

## Retailer Showroom Accounts

### **Overview**

Retailers may be given the opportunity to activate and/or maintain 1 or more Showroom Accounts and receive Programming for the sole and exclusive purpose of demonstrating DISH's state-of-the art equipment and extensive Programming to prospective Subscribers in order to market, promote and solicit orders for Programming.

### **Programming Exclusions**

Adult, PPV (pay-per-view), and VOD (Video On Demand) programming are strictly prohibited and are not authorized on Showroom Accounts.

### **DISH Video Programming**

#### **Retailer Eligibility**

In addition to other applicable terms and conditions, in order to qualify for and remain eligible to maintain 1 or more Showroom Accounts for the purpose of demonstrating DISH Video Programming, Retailers must meet all of the following minimum new Residential Subscriber Account activation criteria and adhere to all of the following guidelines:

- With respect to the first 3 eligible Receivers, Retailers must activate [Primary Receivers](#) for no less than one new Residential Subscriber Accounts per quarter.
  - A Hopper 3 and up to 2 Joey 2, Joey 3, Joey 4, 4K Joey, Wireless Joey, and/or Wireless Joey 4\* Receivers will count as 1 eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
  - A Hopper 2 and up to 2 Joey 2, Joey 3, Joey 4\*, Wireless Joey, and/or Wireless Joey 4\* Receivers (one of which can be a Super Joey Receiver) will count as 1 eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
  - A Hopper 1 and up to 2 Joey and/or Wireless Joey Receivers (one of which can be a Super Joey Receiver) will count as 1 eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
  - A Hopper Duo and up to 1 Joey and/or Wireless Joey Receiver will count as 1 eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.  
\* Joey 4 and Wireless Joey 4 can only demonstrate the Whole-Home experience when paired with a Hopper Plus accessory
- With respect to each additional eligible Receiver beyond the first 3, Retailers must activate Primary Receivers for no less than 15 new Residential Subscriber Accounts per quarter.
- Each Receiver must be located at a commercial (non-Residential) business location.
  - Individual Showroom accounts must be activated for each location requiring Showroom services.
  - Showroom Account addresses must be active addresses within Partner Hub.
  - The total number of eligible Receivers does not increase regardless of the number of separate Showroom locations.
- Certain Mall Kiosks will qualify as Showroom Accounts if they meet all the Showroom Account criteria detailed in these Master Business Rules, as well as the following:
  - The Mall Kiosk must be in a permanent mall location with at least a 12 month lease.
  - The Mall Kiosk must have a DISH-approved mall structure.

**Verification:** Physical address of a participating Retailer's showroom(s) must be verified to be a commercial business location.

**Reduced Rate Video Service:** Retailers may receive Programming for a Showroom Account at a current non-refundable annual maintenance fee of \$60.00 plus applicable taxes.

Neither DISH nor any of its Affiliates are under any obligation to provide any Retailer with a reduced rate Showroom

Account; Showroom Accounts are provided by DISH to Retailers in DISH's Sole Discretion.

Credit card is the recommended method of payment for Showroom accounts. To make a payment, please contact Retail Services during normal business hours.

At this time, we do not allow Showroom accounts to be put on [eAutoPay](#).

**Equipment and Hardware and Other Purchases:** All equipment and hardware used in connection with a Showroom Account (including without limitation eligible model Receivers) must be purchased by the Retailer from Echosphere or an [Authorized Distributor](#).

**Eligible Model Receivers:** The following model Receivers are the only models currently authorized for use in connection with Showroom Accounts: ViP 211, ViP 211k, ViP 211z, Wally, Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Super Joey, Wireless Joey 1, Wireless Joey 4\*, Joey 2, ,Joey 3, and Joey 4\*. These eligible Receiver models are subject to change at Any Time in DISH's Sole Discretion.

\* Joey 4 and WirelessJoey 4 can only demonstrate the Whole-Home experience when paired with a Hopper Plus accessory.

**Eligible Model Receiver Accessories:** A Hopper Plus Receiver Accessory may be added to Showroom Accounts that qualify for a Hopper 3.

**Maximum of 6 Eligible Model Receivers per active Showroom Account, subject to eligibility as described above.**

**Equipment, Hardware and Other Purchase:** All equipment and hardware used in connection with a Showroom Account must be purchased by Retailer from Echosphere or an [Authorized Distributor](#).

### **New Showroom Account Request and Showroom Account Updates**

All new Showroom Account requests and active Showroom Account Receiver add or swap requests must be submitted through Partner Hub at <https://partnerhub.dish.com> in the form of an Assistance Request under the category Showroom Receivers. At DISH's discretion a picture of the business location may be required prior to activation of the Receiver. The following information is required:

- DISH Video Programming
  - Physical address
  - Phone number
  - Receiver [CA ID Number](#) and smart card number

New Showroom Account or active Showroom Account Assistance Requests must be authorized by a DISH Regional Director, Sales Manager, or Operations Manager from the sales office or Authorized Distributor from which the Retailer purchases product. DISH must be notified within 30 days if a Retailer's Showroom Account has moved to a new address.

Certain Mall Kiosks will qualify as Showroom Accounts if they meet all the Showroom Account criteria detailed in these Master Business Rules, as well as the following:

- The Mall Kiosk must be in a permanent mall location with at least a 12-month lease.
- The Mall Kiosk must have a DISH-approved mall structure.

HughesNet Gen5 Showroom Accounts authorized and maintained by Hughes.

### **Showroom Audits**

With respect to all Retailer Showroom accounts and separate and apart from audits performed by DISH and/or any of its Affiliates hereunder Showroom Account audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion, including without limitation, to ensure that each participating Retailer has activated the required number of Receivers for new Residential Subscriber Accounts to maintain the number of eligible model Receivers on which they are receiving Programming for a Showroom Account.

All or some of Retailers Receivers may be deactivated based on their total primary Receiver activations for new Residential Subscriber Accounts for a particular quarter and/or if the Retailer does not meet Showroom Account criteria and/or guidelines.

If a Retailer violates the applicable Fair Access Policy and/or Acceptable Use Policy, or participates in any unauthorized use of applicable equipment or software, in each case as determined by DISH in its Sole Discretion, all or some of such Retailer's modems may be deactivated. Annual fees that have been paid are non-refundable when the account is deactivated due to the Retailer not meeting the Showroom Account criteria or guidelines.

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## Retailer Locator Tool

### Retailer Locator Overview

The Retailer Locator is a web-based tool that potential and existing Subscribers may use to identify and locate Retailers in their area based on ZIP code. Retailers who meet the Minimum Qualification Requirements below may be eligible to appear in search results produced by the Retailer Locator.

### Retailer Locator Search Process

A potential or existing Subscriber may conduct a Retailer search directly through the Retailer Locator on the DISH Consumer Web Site ([www.dish.com](http://www.dish.com)). After a ZIP code is entered, the Retailer Locator will provide a listing of Retailers located in or around the requested ZIP code. The Retailer Locator mapping tool will display a list of Retailers based on proximity to the center of the ZIP code or specific address provided.

### Call Center Locator Process

When a potential or existing Subscriber calls DISH Customer service, a CSR will be able to access the Locator Tool to assist a potential or existing Subscriber with locating an independent Retailer near them.

### Certain Minimum Qualification Requirements

To be listed in the search results of the Retailer Locator, a Retailer must, among other things, meet the following minimum qualification requirements:

- **One new Residential Subscriber Account activation per quarter** – A Retailer must have a minimum average of one new Residential Subscriber Account activations per quarter.
- **Active [Showroom Account](#)** – A Retailer must have an active Showroom Account that has been verified to be a commercial business location. Certain Mall Kiosks may qualify as an active Showroom Account based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business Rules. The Receiver(s) active on a Retailer's Showroom Account must be located at its business location and be available for Subscriber demonstrations during normal business hours at all times while listed in the Retailer Locator.
- **Showroom Receiver Model** – The active showroom Receiver located at a Retailer's commercial business address must be a model Hopper Duo, Hopper 1, Hopper 2 or Hopper 3.
- **DISH Outdoors Showroom Model Products** – The active showroom Receiver located at a Retailer's commercial business address must include a King Controls® Tailgater or a Winegard® Playmaker.
- **Satellite Sales Representative** – A Retailer must have a satellite sales representative available at the business location during normal business hours.
- **Status in Good Standing** – A Retailer must be in good standing with DISH or an [Authorized Distributor](#) as defined in the DISH Retailer Master Business Rules.
- **Business Phone Number** – The business phone number on the Locator listing must ring to the listed location. Retailers with multiple locations must have a unique phone number for each location.
- **Returning Business Calls** – A Retailer must have a business answering machine, voicemail, or an answering service available to handle missed calls and use its best efforts to return prospective sales calls within one business day. The outgoing voice message or answering service must identify the Retailer by the business name listed in the Retailer Locator.
- **Residential CRP Rating** – A Retailer must have a Residential CRP rating of Green, White, Yellow or N/A.

Qualification requirements for Retailers to be listed in the Retailer Locator (including without limitation, the minimum qualification requirements above) are subject to change at Any Time in DISH's Sole Discretion.

### Designator Icons

DISH may at Any Time in its Sole Discretion, place icons/logos designating certain services or attributes applicable to a listed Retailer alongside such Retailer's listing in the Retailer Locator. A Retailer's qualification for all icons/logos will be determined in DISH's Sole Discretion. DISH may audit compliance with the criteria listed below on a quarterly basis. The following icons may be assigned according to the criteria listed below. The icons/logos are updated quarterly during an audit and may not be requested for addition.

- **Preferred** – Retailer must have Summit status.
- **DISH Business** – Retailer must activate a quarterly average of at least one new Public/Private Subscriber account.
- **DishLATINO** – Retailer must have sales personnel available who are fluent in Spanish and activate a quarterly average of at least one new Subscriber account that subscribe to a DishLATINO programming package.

- **International** – Retailer must activate a quarterly average of at least one new Subscriber account that subscribe to an international programming package.
- **New Subscriber Only** – Retailer is either a Telco Partner or only operates major chain retail locations and does not participate in any existing Subscriber Promotional Programs.
- **DISH Outdoors** – Retailers must order a minimum of one DISH Outdoors Antenna per quarter from an Authorized Distributor.

### **Business Hours**

Retailers' business hours must be included in the Retail Locator listings. The hours displayed are limited to the actual hours that the Retailer storefront location is open to existing and potential Subscribers and does not include hours when Subscribers may only reach a Retailer by phone.

### **Website URL listing**

The Retailer Locator may list a Retailer's website URL if the website is provided.

### **Start-Up and Administration**

Retailers that would like to be listed in the Retail Locator or that need to edit an existing entry should submit an Assistance Request via Partner Hub under the category Retailer Locator with the appropriate sub-category. Multiple photos of its business location must be attached to the Assistance Request (one photo of the outside showing the Retailer storefront, signage and street number and one photo of the inside showing the DISH demonstration area including demo TV and [Showroom Account](#) Receiver). All such Assistance Requests are subject to review and approval in DISH's Sole Discretion and on a Retailer-by-Retailer basis.

### **Retailer Locator Audits**

Retailer Locator Audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion to ensure that each participating Retailer has met the minimum qualification requirements listed above.

Retailer information included in the Retailer Locator will be removed should any of the above qualifications not be met for a particular quarter.

Retailers that would like to regain entry on the Retailer Locator should submit an Assistance Request via Partner Hub as outlined above in the Start-Up and Administration section.

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## AirTV Retailer Locator Tool

### AirTV Retailer Locator Overview

The AirTV Retailer Locator is a web-based tool that potential and existing SlingTV Subscribers may use to identify and locate AirTV Retailers in their area based on ZIP code. Retailers who meet the Minimum Qualification Requirements below may be eligible to appear in search results produced by the AirTV Retailer Locator.

### AirTV Retailer Locator Search Process

A potential or existing Subscriber may conduct a Retailer search directly through the AirTV Retailer Locator on the AirTV Consumer Web Site ([www.airtv.net](http://www.airtv.net)). After a ZIP code is entered, the AirTV Retailer Locator will provide a listing of Retailers located in or around the requested ZIP code. The AirTV Retailer Locator mapping tool will display a list of Retailers based on proximity to the center of the ZIP code or specific address provided.

### Call Center Locator Process

When a potential or existing Subscriber calls DISH or Sling Customer service, a CSR will be able to access the AirTV Retailer Locator Tool to assist a potential or existing Subscriber with locating an independent Retailer near them.

### Certain Minimum Qualification Requirements

To be listed in the search results of the AirTV Retailer Locator, a Retailer must, among other things, meet the following minimum qualification requirements:

- **Active [Showroom Account](#)** – A Retailer must have an active Showroom Account that has been verified to be a commercial business location. Certain Mall Kiosks may qualify as an active Showroom Account based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business Rules. The device(s) active on a Retailer’s Showroom Account must be located at its business location and be available for Subscriber demonstrations during normal business hours at all times while listed in the AirTV Retailer Locator.
- **Showroom AirTV Model Products** – The active showroom Receiver located at a Retailer’s commercial business address must include the most current AirTV streaming device (AirTV Mini or AirTV Player) and/or AirTV Antenna integration device (AirTV, AirTV 2).
- **Sales Representative** – A Retailer must have a sales representative available at the business location during normal business hours.
- **Status in Good Standing** – A Retailer must be in good standing with DISH or an Authorized Distributor as defined in the DISH Retailer Master Business Rules.
- **Business Phone Number** – The business phone number on the Locator listing must ring to the listed location. Retailers with multiple locations must have a unique phone number for each location.
- **Returning Business Calls** – A Retailer must have a business answering machine, voicemail, or an answering service available to handle missed calls and use its best efforts to return prospective sales calls within one business day. The outgoing voice message or answering service must identify the Retailer by the business name listed in the AirTV Retailer Locator.

Qualification requirements for Retailers to be listed in the AirTV Retailer Locator (including without limitation, the minimum qualification requirements above) are subject to change at Any Time in DISH’s Sole Discretion.

### Designator Icons

DISH may at Any Time in its Sole Discretion, place icons/logos designating certain services or attributes applicable to a listed Retailer alongside such Retailer’s listing in the AirTV Retailer Locator. A Retailer’s qualification for all icons/logos will be determined in DISH’s Sole Discretion. DISH may audit compliance with the criteria listed below on a quarterly basis. The following icons may be assigned according to the criteria listed below. The icons/logos are updated quarterly during an audit and may not be requested for addition.

- **Sling Latino** – Retailer must have sales personnel available who are fluent in Spanish
- **International** – Retailer must activate a quarterly average of at least 6 new Sling Subscriber accounts that subscribe to an international programming package.
- **Antenna Installation** must offer sales and/or installation services for OTA products, including AirTV integration.

### Business Hours

Retailers’ business hours must be included in the AirTV Retailer Locator listings. The hours displayed are limited to the actual hours that the Retailer storefront location is open to existing and potential Subscribers and does not include hours when Subscribers may only reach a Retailer by phone.

### **Website URL listing**

The AirTV Retailer Locator may list a Retailer's website URL if the website is provided.

### **Start-Up and Administration**

Retailers that would like to be listed in the AirTV Retailer Locator or that need to edit an existing entry should submit an Assistance Request via Partner Hub under the category AirTV Retailer Locator with the appropriate sub-category. If the AirTV Retailer has a storefront, multiple photos of its business location must be attached to the Assistance Request (one photo of the outside showing the Retailer storefront, signage and street number and one photo of the inside showing the AirTV demonstration area including demo TV and [Showroom Account](#)). AirTV Retailers must order a minimum of eight AirTV Products per quarter. The AirTV Retailer must submit the serial number for the Showroom AirTV unit to demonstrate AirTV at the Retailer's physical location. All such Assistance Requests are subject to review and approval in DISH's Sole Discretion and on a Retailer-by-Retailer basis.

### **AirTV Retailer Locator Audits**

AirTV Retailer Locator Audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion to ensure that each participating Retailer has met the minimum qualification requirements listed above.

Retailer information included in the AirTV Retailer Locator will be removed should any of the above qualifications not be met for a particular quarter.

Retailers that would like to regain entry on the AirTV Retailer Locator should submit an Assistance Request via Partner Hub as outlined above in the Start-Up and Administration section.

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## Subscriber Information and Document Retention

Notwithstanding anything to the contrary in Retailer's Retailer Agreement, upon expiration or earlier termination of Retailer's Retailer Agreement for any reason or no reason whatsoever, Retailer shall destroy all Confidential Information (including, without limitation, all copies (if any)) within thirty (30) days following such expiration or earlier termination, or, if requested by DISH in its sole and absolute discretion for any reason or no reason whatsoever, return all such Confidential Information, and promptly certify in writing to DISH that such delivery or destruction has taken place; provided, however, notwithstanding the foregoing, for any DISH subscribers, customers, or other people or entities whose information Retailer obtains in connection with the Retailer Agreement whose DISH services and/or any services of any Affiliates of DISH (including, without limitation, Authorized Services) are disconnected during the Term, Retailer shall return and/or destroy all of the Confidential Information of such DISH subscribers, customers, or other people or entities whose information Retailer obtains in connection with this Agreement by the earlier of (a) the date required by Laws, and (b)(I) for the social security number of any DISH subscriber, customer or other people or entities whose information Retailer obtains in connection with the Retailer Agreement, two (2) years following such DISH Subscriber's, customer's or other person's or entity's last account disconnection date, (II) for payment information (including, without limitation, credit card and/or bank account information) of any such DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement, two (2) years following such DISH Subscriber's, customer's or other person's or entity's last payment transaction date, and (III) for any names, email addresses, telephone numbers or other personally identifiable information associated with such DISH Subscriber's, customer's or other person's or entity's account information (other than the information described in subparts (I) and (II) above), three (3) years following the date on which such DISH Subscriber's, customer's or other person's or entity's DISH services and/or any services of any Affiliates were disconnected so that any remaining information is no longer personally identifiable and can no longer be associated with a particular DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement.

For clarity, notwithstanding the above, any information that (A) is independently-developed and/or independently-obtained by Retailer and (B) is not related to a DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement is not Confidential Information pursuant to the terms and conditions of the Retailer Agreement.

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## Retailer Gift With Purchase, Promotional Items, and Related Advertising

### Overview

These Business Rules apply to all Offers made directly by a Retailer for items available to Subscribers or potential Subscribers (i.e. gift card, bag, calendar, cap, clock, stationary, pen, etc.) (each a “**Promotional Item**”). A Retailer may purchase Promotional Items for immediate fulfillment by the Retailer in-person at a point in time up to and including activation of eligible programming for a Qualified Subscriber (the “**Point of Sale Fulfillment**”), or the Retailer may participate in a redemption program for Promotional Items administered by Authorized Vendors (as defined below). A general description of these redemption programs is set forth below.

For clarity, the Retailer may not use a redemption program other than those generally described in these Business Rules and the Retailer may not operate their own redemption program for Promotional Items other than Point of Sale Fulfillment of Promotional Items.

### Permitted Activities

The Retailer may advertise and offer a permitted Promotional Item either: (i) to Subscribers for Point of Sale Fulfillment with no further obligations or actions required by such Subscriber to receive such Promotional Item; or (ii) to Subscribers who activate eligible programming and/or equipment as determined by the Retailer through a redemption program for Promotional Items administered by Authorized Vendors.

### Advertising

The Retailer must ensure that any and all advertising for Promotional Items follows the advertising requirements in the Retailer’s DISH Retailer Agreement, the [DISH BrandDRIVE Simplified Marketing Co-op Rules](#) and the [Assurance of Voluntary Compliance](#). Among other things, all advertising must:

- clearly define Subscriber eligibility for the Promotional Item, including all Programming and Equipment requirements established by the Retailer;
- include appropriate trademark(s) and a brand and/or trademark disclaimer if the advertising contains brand names;
- fully and accurately describe and disclose the Point of Sale Fulfillment process (if any) including without limitation, the specific time at which the Promotional Item will be provided to the Subscriber;
- fully and accurately describe and disclose the redemption process (if any) required by the Authorized Vendor including without limitation, time frames relating to: (i) submissions of redemption process and all materials required to receive the Promotional Item; and (ii) receipt of Promotional Items; and
- clearly disclose that the Promotional Item is provided courtesy of the Retailer and that the promotion is not a DISH-sponsored promotion.

Failure to observe the advertised time frames will be considered a violation of these Business Rules and a breach of the DISH Retailer Agreement.

### Point of Sale Fulfillment of Promotional Items

For any Point of Sale Fulfillment, the Retailer must deliver the Promotional Item to all eligible Subscribers in person with no further obligations or actions required by such Subscriber.

### Redemption Program Fulfillment of Promotional Items

#### Authorized Vendors

In the event the Retailer does not want to deliver Promotional Items to Subscribers via Point of Sale Fulfillment, then the Retailer shall use one or both of the following vendors, (“**Authorized Vendors**”) for the Promotional Item fulfillment process:

#### *360insights (“360insights”)*

Website: [www.360insights.com](http://www.360insights.com)

Email address: [lmurray@360insights.com](mailto:lmurray@360insights.com)

Redemption tracking: <http://satellitetvbates.com/>

#### *Trencent LLC*

Website: [www.trencent.com](http://www.trencent.com)

Telephone: (800) 490-2104

Corporate Contact: [Mark@trencent.com](mailto:Mark@trencent.com)

The Retailer shall be solely responsible for negotiating the engagement of Authorized Vendor and shall be solely liable for all costs and expenses associated therewith. DISH makes no representations or warranties of any kind

with respect to Authorized Vendors, and the Retailer's selection to engage 1 or more Authorized Vendor(s) shall be made in the Retailer's Sole Discretion.

The Retailer must send a list of Subscribers who are eligible to redeem a Promotional Item to the Authorized Vendor within 7 calendar days of such Subscribers becoming eligible to redeem a Promotional Item. The Retailer must provide the Authorized Vendor with a complete and accurate list of physical addresses and email addresses for each eligible Subscriber.

#### Contract Requirements and Subscriber Support

Any contract the Retailer enters into with Authorized Vendor must have provisions requiring the following: (i) no more than 1 redemption step by the Subscriber; (ii) **Subscribers shall not have to pay a shipping and handling fee or other fee(s) to redeem the Promotional Item**; (iii) Subscribers must have at least 60 days following receipt of redemption certificate to submit a completed redemption certificate; (iv) Subscriber must be notified of reasons for decline of their redemption certificate, if any; (v) Subscriber must have 14 days following notice of reasons for decline of their redemption certificate to remedy and mistake and re-submit their redemption certificate; (vi) Subscriber must receive their Promotional Item within 28 days following Subscriber's submission of a complete redemption certificate; (vii) reasonable Subscriber support by such Authorized Vendor via online tracking websites and/or telephone support numbers available to provide support between 8 a.m. and 8 p.m., Eastern Time; (viii) the ability for the Retailer, Subscribers and/or DISH to check the status of redemption certificates through an online tracking website maintained by Authorized Vendor; and (ix) the ability for specific certificates to be queried using the Subscriber's last name, address, ZIP code, the Subscriber's home phone number or the certificate number. Retailer shall immediately comply with all requirements contained in these Business Rules, except with respect to clause (ii) above, which requirement Retailers must comply with by August 1, 2016.

#### Problem Resolution

In the event that a Subscriber contacts DISH with any problems related to the Point of Sale Fulfillment Process or Authorized Vendor redemption process, then DISH may, in DISH's Sole Discretion: (i) refer such Subscriber to the Retailer, in which event the Retailer shall use commercially reasonable efforts to address and resolve any and all such Subscriber issues within a reasonable timeframe or, as applicable, work with the Authorized Vendor to address and resolve any and all such Subscriber issues within a reasonable timeframe; and/or (ii) issue such Subscriber a refund, credit or DISH provided Promotional Item and charge the Retailer for DISH's costs and expenses associated therewith.

Failure to reasonably accommodate the Subscriber could result in disciplinary action, up to and including termination of their DISH Retailer Agreement.

#### **Prohibited Promotional Items**

Promotional Items shall not include programming discounts offered by Retailer, cash, alcoholic beverages, tobacco products, firearms, products of a lewd nature or items otherwise offensive to the general public, and such offers made by the Retailer are expressly prohibited. DISH reserves the right to determine in its Sole Discretion whether a Promotional Item and/or Offer complies with all Laws and these Business Rules.

THESE BUSINESS RULES ARE SUBJECT TO CHANGE FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE AND ABSOLUTE DISCRETION OF DISH. THESE BUSINESS RULES SUPERSEDE ANY AND ALL PRIOR VERSIONS IN THEIR ENTIRETY.

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## Insurance Requirements

### Overview

In addition to, and in no way in limitation of, the requirements set forth in Section 16 of the Retailer Agreement, Retailer shall, at its sole cost and expense, procure and maintain throughout the Term the following insurance coverages:

**Section 1.** Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the laws of all states in which Retailer conducts business operations in connection with this Agreement and Employers' Liability coverage with limits of at least: (i) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury accident for each accident; and (ii) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury by disease for each employee up to the total policy limit. To the fullest extent allowable by law, Retailer's Employer's Liability policy must include a waiver of subrogation in favor of DISH, DNSLLC, and its and their Affiliates, and its and their officers, directors, managers and employees ([collectively](#), "Company").

**Section 2.** Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage and Personal/Advertising Injury with limits of at least: (i) Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit; (ii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; (iii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for Personal/Advertising Injury; and (iv) Two Million and 00/100 Dollars (\$2,000,000.00) Product/Completed Operations aggregate limit. Retailer's Commercial General Liability policy must: (a) include a waiver of subrogation in favor of Company; and (b) not include any exclusion to property in the care, custody and control of the insured.

**Section 3.** Commercial Automobile Liability coverage which includes coverage for all owned, hired and non-owned vehicles with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each accident for bodily injury and property damage.

**Section 3.** Umbrella/Excess Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies.

**Section 3.** Media Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each claim or wrongful act.

**Section 3.** Retailer shall require any Affiliate(s) and/or Permitted Subcontractors who perform work under or in connection with the Retailer Agreement to maintain coverage, requirements, and limits at least as broad as those listed above, and to add Company as an additional insureds to their Commercial General Liability policy on a primary and non-contributory basis.

**Section 3.** DISH must be added as an additional insured entity to all required insurance policies (workers compensation excepted). Please ensure DISH is added to all applicable policies, as follows:

DISH Network L.L.C.  
[9601](#) S. Meridian Blvd  
Englewood, CO [80112](#)

Any deviation from this format may result in your uploaded policies being rejected.

Retailer must promptly provide proof of insurance documents to DISH in a form and manner that DISH directs in its Sole Discretion.

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## Background Check

### Overview

DISH is instituting these Background Check Business Rules to ensure the health and safety of the public coming into contact with Retailer's staff and to protect personally identifiable information of DISH customers.

In addition to, and in no way in limitation of, the requirements set forth in Section 9.7.2 of the Retailer Agreement, Retailer shall, at its sole cost and expense, comply with the background check Screening Standards set forth below:

### Types of Staff:

- **Subscriber Information Staff.** Employees and Permitted Subcontractors that have access to Subscriber Information.
- **Technician Visit Staff.** Employees and Permitted Subcontractors that are eligible to conduct Technician Visits.
- **Face-to-Face Staff.** Employees and Permitted Subcontractors that are eligible to engage in any face-to-face selling regardless of location.

### Screening Standards:

- **Criminal Background Check.** Unless such search is prohibited by Law, a background check that searches for criminal convictions and that meets the criminal background rating standards promulgated by DISH and provided to the Retailer via the **Conviction Treatment List** of a felony or a misdemeanor, each a criminal conviction. Criminal background checks should be on a national database that searches for recent arrest records and active charges (each, an "**Outstanding Charge**") and covers all counties, states and countries where an individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law). In addition, criminal background checks must be conducted by an entity that is accredited by the Professional Background Screening Association (PBSA). In the event that an individual has a Criminal Conviction or an Outstanding Charge, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- **Sex Offender Background Check.** A background check that searches the registry of all counties, states and countries where the individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law) for registration as a sex offender. Sex offender background checks may be conducted in connection with the Criminal Background Check process above or by visiting [www.nsopw.gov](http://www.nsopw.gov) and should include a search of the Department of Justice (DOJ) Sex Offender Registry. In the event that an individual is listed as a registered sex offender, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- **Drug Screen.** Unless such test is prohibited by Law, a urine or an oral fluid drug screen that screens for the use of Illicit Drugs. "**Illicit Drugs**" means:
  1. Amphetamines
  2. Barbiturates
  3. Benzodiazepines
  4. Cocaine
  5. Marijuana or cannabinoids
  6. Methadone
  7. Methaqualone
  8. Phencyclidine (PCP)
  9. Opiates
  10. Propoxyphene

Drug screens must be conducted by an entity that is verified as a Certified Third Party Administrator

(TPA) by the Substance Abuse Program Administrators Association (SAPAA). In the event that an individual tests positive for Illicit Drugs, then such individual will not be permitted to perform work as a member of Retailer’s Technician Visit Staff.

- **Social Security Number (SSN) Trace.** A SSN Trace must be done on all staff categories.
- **Office of Foreign Asset Control (OFAC)** - It is mandatory for all Subscriber Information Staff and Technician Staff, and optional for all Face-to-Face Staff to be checked against this list.

**Requirements Summary:**

	<b>Criminal Background Check</b>	<b>Sex Offender Background Check</b>	<b>Drug Screen</b>	<b>SSN Trace</b>	<b>OFAC List</b>
<b>Subscriber Information Staff</b>	Required	Required	Optional	Required	Required
<b>Technician Visit Staff</b>	Required	Required	Required	Required	Required
<b>Face-to-Face Staff</b>	Required	Required	Optional	Required	Optional

**Retailer Background Check Audit:**

Retailer Background Check Audits may be conducted in DISH’s Sole Discretion to ensure compliance with these Background Check Business Rules.

**Record Retention:**

In accordance with Section 17.9 of the Retailer Agreement, Retailer is required to maintain records relating to its compliance with these Background Check Business Rules for five (5) years.

**Background Exception Process:**

Retailer acknowledges and agrees that it is the Retailer’s sole and exclusive responsibility to determine whether the results of an individual’s Screening Standards have a reasonable relationship to the individual’s fitness or trustworthiness to be a Retailer staff member. All background exceptions must follow the exception processes outlined below:

- **Provisional or Unsatisfactory Screening Standard result:** If the staff member has a conviction for a crime that is checked as Provisional or Unsatisfactory and the Retailer wants them to be considered as a member of Retailer’s Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff, the Retailer should submit to DISH the details of the crime using the Background Exception Request process set forth below to receive DISH’s specific prior written consent. Retailer must also obtain written consent from the Retailer staff member when contacting DISH in connection with the Background Exception Request.

**Background Exception Request:**

To request a background exception request, the Retailer must correctly and completely fill out and submit the following forms found in the [Compliance Business Rules](#) on Portal:

- DISH Retailer Staff Background Check Exception Request Form – Retailer Principal

To submit the Retailer staff member’s written consent and the background exception request to DISH, the Retailer staff member must correctly and completely fill out and submit the following forms found on in the [Compliance Business Rules](#) on Portal:

- DISH Authorization for Release of Information
- DISH Retailer Staff Background Check Exception Request Form – Applicant

All Exception Process questions and the above required forms must be submitted to [vendoringquiries@dish.com](mailto:vendoringquiries@dish.com)

**Approved Vendors:**

## DISH Retailer Master Business Rules

Although Retailers have the option of utilizing any company that is accredited by PBSA to conduct the Criminal Background Check and any company that is verified as a TPA by the SAPAA to conduct the Drug Screen, the following companies meet those requirements and are available to assist Retailer's compliance with these Background Check Business Rules.

- Sterling – contact [www.sterlingcheck.com](http://www.sterlingcheck.com)
- Cisive – [www.cisive.com](http://www.cisive.com)
- HireRight – <https://www.hireright.com>

If Retailer contacts any of the companies set forth above, then the items that should be ordered for any individual that Retailer plans to assign to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff include: (i) a SSN trace; (ii) a county criminal search; (iii) a state criminal search; (iv) a Department of Justice (DOJ) Sex Offender Registry search; (v) a check against the Office of Foreign Asset Control (OFAC) List (mandatory for all Subscriber Information and Technician Staff, and optional for all Face-to-Face Staff); and (vi) a national criminal database search

### **Implementation:**

These Background Check Business Rules are being published on June 3, 2020; however Retailer's compliance with these Background Check Business Rules is not required until **June 15, 2020**. Please take appropriate steps to ensure that you are set-up to comply with these Background Check Business Rules on or before April 1, 2019.

### **Application:**

Retailer is required to comply with these Background Check Business Rules for any **staff assigned after March 31, 2019** to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff (e.g., if Retailer hires John on February 14, 2019 as a file-clerk for his business but on April 15, 2019 Retailer wishes to reassign John as a member of Retailer's Technician Visit Staff, Retailer would be required to conduct a background check on John prior to moving John to his new role).

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## Managing Subscriber Accounts

**All modifications, changes or alterations to a Subscriber Account must be performed by and authorized by the Subscriber.** Retailers are **not** able to act on behalf the Subscriber, regardless of whether the Subscriber gives the Retailer permission to do so.

Some situations will require the Subscriber to contact DISH for assistance. A few examples of these changes may include, but are not limited to:

- **Programming changes;**
- **Processing or modifying payments;**
- **Restarting or disconnecting the account; or**
- **Adding or removing DISH Pause.**

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# **DISH RETAILER MASTER BUSINESS RULES**

## **TERMS AND DEFINITIONS**



**Effective Date:  
November 16, 2023 through April 10, 2024**



## Master Terms and Conditions

Prior to being considered for participation in any Promotional Program and in addition to any other requirements set forth in these Master Business Rules, a Retailer must: (A) have a valid Retailer Agreement in full force and effect with DISH; (B) otherwise be in good standing with DISH and Echosphere; and (C) purchase DISH Systems directly from Echosphere and/or an [Authorized Distributor](#). Sales of Hardware, equipment and/or DISH Systems or Receivers on third-party web sites other than those owned by the Retailer or expressly approved by DISH is strictly forbidden.

The misrepresentation of the terms and conditions of any Promotional Program to Subscribers and/or the failure to disclose material terms and conditions of any Promotional Program to Subscribers may be deemed, as determined in DISH's Sole Discretion, to be fraud under your Retailer Agreement(s). Any breach or default of your obligations under these Master Business Rules may be deemed, as determined in DISH's Sole Discretion, to be a breach and/or default under your Retailer Agreement(s).

Notwithstanding anything to the contrary set forth in your Retailer Agreement(s), Retailers are not required to participate in any Promotional Program and participation in any Program may not be available to all Retailers. DISH shall determine Retailer eligibility to participate in all Promotional Programs in its Sole Discretion. All pricing, programming, packages, and other terms and conditions of service are subject to change without notice.

### Telemarketing

Retailers are responsible for complying with all applicable Laws, including without limitation, telemarketing laws and DISH's phone sales policies. It is a violation of DISH's Business Rules and policies for Retailers to perform any outbound sales-related telephone calls or text messaging unless such call or text message is in response to a direct and very recent request to communicate by telephone at that telephone number from the individual and such phone call or text message is conducted in accordance with applicable Laws and with appropriate business records to support the lawfulness of the phone call or text message. Retailer must also notify DISH of, and receive prior written consent to use, any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to make outbound telephone calls or send text messages related to DISH products and services.

### Auto-dialing technology

Retailers may not, directly or indirectly through any affiliate(s) or third-party subcontractors, use any auto-dialing technology to place outbound telephone calls to promote DISH products and services (both sales and non-sales related) without first receiving DISH's prior written consent. Retailer must also obtain DISH's prior written consent for the use of any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to fulfill any obligations under the DISH Retailer Agreement.

These Business Rules are Business Rules under your Retailer Agreement(s), and DISH may modify, replace or withdraw any or all of these Business Rules at Any Time and in its Sole Discretion, upon notice to Retailers. These Business Rules supersede any and all prior versions in their entirety with respect to activations of Subscriber Accounts that occur on or after the effective date of these Business Rules, and such prior versions (if any) shall be of no force and effect with respect to such activations. For activations of Subscriber Accounts that occurred prior to the effective date of these Business Rules, the corresponding prior version (if any) continues to apply.

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### Third-Party Relationships

**The Retailer Agreement prohibits use of any Third-Party Provider to fulfill any obligations under the Retailer Agreement without DISH's specific prior written consent.**

Retailers may receive DISH's specific prior written consent by correctly and completely filling out and submitting a Retailer Request to Use Third-Party Provider form through [Partner Hub](#). The form may also be found on on the [THIRD-PARTY PROVIDER BUSINESS RULES](#) page on DISH Portal. Email the form to [VendorInquiries@dish.com](mailto:VendorInquiries@dish.com).

**Such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer's obligations under the Retailer Agreement. Please direct questions to [VendorInquiries@dish.com](mailto:VendorInquiries@dish.com).**

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## Marketing

A Retailer is not authorized to use any trademarks, service marks or trade names of DISH and/or its Affiliates in any Internet domain name or Internet subdomain, unless that Retailer obtains prior written consent from DISH using the [DISH Retailer Domain Name Request Form](#).

A Retailer **shall not use DISH, DISH Network, NET, ECHO, Star, Sling or a derivative** of these terms or any name trademarked or being pursued by trademark by DISH and/or any of its Affiliates (including, without limitation **any web identifier that DISH deems to be confusingly similar** to any DISH trademark, service mark or trade name) in domain names, email addresses, **generic domain names** (e.g., those ending in “.com,” “.org,” “.net” and “.biz”) and domain names that include **top-level domains associated with countries** (e.g., “.us,” “.tv,” “.uk” or “.ws”).

A Retailer’s **website landing page and the highest-level page** must identify the Retailer’s name and **include the following disclaimer:**

- *[Retailer Name as it appears in your Retailer Agreement(s) with DISH]* is an Authorized Retailer of DISH Network L.L.C. DISH, DISH Network and DISH Network logos are trademarks, registered trademarks and/or service marks of DISH Network L.L.C. and/or its Affiliate(s). The DISH Network trademarks, registered trademarks and/or service marks are used under license of DISH Network L.L.C. and/or its Affiliate(s).

There are Retailers who are permitted to use a trademarked term in a domain name or email address; however, these Retailers are aware that DISH reserves the right at Any Time to request these domains and/or email addresses be discontinued or transferred.

### Telephone Listings

Retailer may not use “DISH” or any other term in the Negative Match List as the primary reference name by which you or your company is listed. This includes DISH Network L.L.C., EchoStar L.L.C. or any other related or affiliated entity.

### Paid Search Terms

#### *Non-DISH-branded*

For non-DISH-branded searches, Retailers must not use Google AdWords Express™ because this tool does not allow you to assign negative keywords. Instead, Retailers must use Google AdWords, and apply the negative match and other keywords that should not be used or bid on for your pay-per-click (“PPC”) campaign. These are listed in the “Negative Match List”.

#### *DISH-Branded*

Retailer must obtain DISH’s prior written consent to use DISH trademarks, DISH-branded paid search terms and/or confusingly similar or seemingly valid variations (i.e. “Dish Network”). Retailer may not use Internet search terms for PPC campaigns: (i) that include any of the trademarks belonging to DISH and/or its Affiliates; and/ or (ii) for which Retailer has paid a third party.

Retailers must contact [vendorinquiries@dish.com](mailto:vendorinquiries@dish.com) to request prior written consent to use DISH trademarks and/or DISH-branded paid search terms.

### Door-To-Door

The terms and conditions set forth in these Business Rules extend to in-person or flyer-based marketing campaigns directed at individuals physically present at Commercial Locations or Residential Locations (“**Door-to-Door Marketing**”).

Retailers may receive DISH’s specific prior written consent by correctly and completely filling out and submitting a [Retailer Request to Use Third-Party Provider](#) form, and such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer’s obligations under the Retailer Agreement. The request form can be found on [DISH Portal](#), with questions directed to [VendorInquiries@dish.com](mailto:VendorInquiries@dish.com). DISH’s Compliance team will respond to Retailer requests submitted in this way in 7 to 10 business days. DISH may request further information from Retailer, including, without limitation, drivers’ licenses, which further information Retailer must provide to DISH within 2 days of such a request by DISH.

## DISH Retailer Master Business Rules

Retailers must notify DISH at least 3 weeks in advance of all approved Third Parties and employees who will represent DISH in each Door-to-Door Marketing campaign using the [online tool](#) available on DISH Portal; provided, however, that DISH may grant exceptions to such 3-week notice period in its Sole Discretion for any reason or no reason.

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## Incentive Master Terms

In consideration of a participating DISH Retailer's continuing efforts to market, promote, and solicit orders for Programming and a participating DISH Retailer's continuing efforts to service Subscribers after initial activation, a participating DISH Retailer may be eligible to receive the Incentives set forth herein.

DISH MAY DETERMINE FROM TIME TO TIME AND IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR SUBSCRIBER AND/OR HARDWARE COMPONENT IS ELIGIBLE FOR THE PAYMENT OF INCENTIVES. DISH'S CALCULATION AND PAYMENT OF ALL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY THE AFFECTED DISH RETAILER PURSUANT TO SECTION 15.1 OF ITS RETAILER AGREEMENT.

### Plan Agreements Requirement

Retailers must provide executed Plan Agreements to DISH within 30 days after the Subscriber's initial account activation in order to be eligible for the payment of Incentives. Please see the Plan Agreement Creation and Processing section of these Master Business Rules for more information.

### Standard Professional Installation Requirement

DISH Retailers must provide Subscribers with [Standard Professional Installation](#) of all eligible Receivers and other equipment, as required by the Promotional Program herein, in order to be eligible for the payment of Incentives, unless DISH expressly states otherwise herein.

### Related Accessories Requirement

Any and all related accessories and/or other non-DISH equipment installed by a DISH Retailer for a Subscriber Account must strictly comply with the [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#) in order for such DISH Retailer to be eligible for the payment of Incentives.

### Equipment Incentive Requirements

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, antennas) must meet the following requirements in order to be eligible for the payment of Incentives:

- be purchased by a DISH Retailer directly from Echosphere;
- be resold by such DISH Retailer to the Qualifying Residential Programming Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Subscriber;
- be installed by such DISH Retailer at the Qualifying Subscriber's Residential Location as applicable, in full compliance with [Section 2.9](#) of the DISH Retailer's Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber's Residential Location as applicable.

Additional requirements may apply as set forth herein.

### Authorized Distributor Hardware Purchases

If a Retailer purchases Hardware from an [Authorized Distributor](#), all Incentive payments to the Retailer related to such Hardware shall be paid exclusively by the applicable Authorized Distributor and the Retailer shall look to such Authorized Distributor exclusively for the payment of Incentive payments related to such Hardware.

### Account Reconciliation

To be eligible for the payment of a Primary Residential Activation Incentive in connection with a Residential Subscriber Account, any and all related accessories and/or other equipment installed for, or otherwise provided to, the applicable Residential Subscriber Account by the Retailer must strictly comply with DISH's and/or any of its Affiliates' approved or acceptable accessories and/or other similar lists as set forth by DISH and/or such Affiliate(s)' in applicable Business Rules at any time and from time to time in their Sole Discretion (collectively, "Approved Accessories Lists"). Notwithstanding anything set forth herein to the contrary: (i) all Primary Residential Activation Incentives may, and no less than a minimum of \$100.00 (displayed as "QAFEE" or "FLXQAFEE" in account reconciliations) of such Incentives will, be reclaimed in the event that DISH determines at any time and from time to time in its Sole Discretion the applicable retailer failed to comply with all then-current Approved Accessories List(s) and (ii) the chargeback period applicable to any and all such chargebacks shall be indefinite.

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## Payments

Payment of all Incentives is subject to and in accordance with the terms and conditions of a Retailer's Retailer Agreement, applicable Business Rules, and all Other Agreements.

All payments will be transmitted via EFT, unless otherwise noted. Please note that the actual settlement of EFT funds will vary depending on the policies of each DISH Retailer's bank.

### Activation Incentive payments:

- For activations that occur on Friday, Saturday, or Sunday, Activation Incentive payments will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on Friday.
- For activations that occur on Monday, Tuesday, Wednesday, or Thursday, Activation Incentive payments will invoice on the following Monday, and will be set up to settle in the Retailer's bank account on Tuesday.
- If a truck roll is required for a DHA24 Elite, DHA24 Plus, or DHA24 Standard Subscriber within 7 days of the initial activation, the ROR may be subject to a charge back of a portion of the Primary Residential Activation Incentive in the amount of \$200 as determined by DISH in its Sole Discretion.

**Co-op Accruals:** Twice a week with payments set up to settle in the Retailer's DISH BrandDRIVE account on Tuesdays and Fridays. If at any time it is determined that a Retailer has not complied with the [DISH BrandDRIVE Simplified Marketing and Co-op Rules](#) or any applicable Business Rules, as determined by DISH in its Sole Discretion, a chargeback may be applied through a memo against the Retailer's Incentive payments.

### Equipment Discounts and Installation Incentive payments:

- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Friday will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on the following Friday.
- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Tuesday will invoice on the following Monday, and will be set up to settle in the retailer's bank account on the following Tuesday.

**Monthly Incentive payments:** 45 days following the last day of the qualifying month (i.e., around the 15<sup>th</sup> of each month). For example, January Monthly Incentives will pay approximately March 15. Retailer must accumulate at least \$25 in owed Monthly Incentives for payment to be made; otherwise, DISH will accrue the Monthly Incentives until Retailer reaches \$25.

**Sling TV:** For 7-day free trials, Incentives will be paid 2 weeks following the Subscriber's first payment, once their trial has ended. For all other Promotions, Incentives will be paid 2 weeks following the Subscriber's first payment in Axiom.

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## Chargebacks Master Terms

All Incentives may be charged back by DISH when permitted under a Retailer's Retailer Agreement, notwithstanding anything to the contrary contained herein.

All Incentives related to a Subscriber-based Promotional Program will be reclaimed in full, pursuant to the terms and conditions of the Promotional Program, if:

- the Subscriber Account terminates its Plan Agreement or deactivates or downgrades below Eligible Programming (or other minimum Programming required), or its service is disconnected for any reason or it goes on [DISH Pause](#);
- the applicable DISH Retailer fails to perform all installation (including [Standard Professional Installation](#), if required) and after-sales services for the Subscriber Account in full compliance with [Section 2.9](#) of such DISH Retailer's Retailer Agreement;
- the DISH Retailer does not provide the Subscriber with a 180-day warranty; or
- the DISH Retailer installs accessories or other non-DISH equipment that is not included on the [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#).

Each Promotional Program may include additional terms and conditions related to chargebacks.

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## Plan Agreement Creation and Processing

### **AT THE TIME OF INSTALLATION/ACTIVATION**

**Agreement Review and Signing:** The Retailer must take 2 printed copies of the Plan Agreement to the Subscriber's location for signature. The [Account Holder](#) must read the entire Plan Agreement and complete it in its entirety (including all required signatures, initials, and other identifying information). The Retailer must obtain original signatures from the Account Holder, including an acknowledgement from the Subscriber that the Subscriber received applicable [Disclosures](#) prior to sale. The Retailer must leave 1 signed Plan Agreement with the Account Holder and take 1 signed Plan Agreement with them when they leave. As an alternative, the [DISH Paperless Agreement App](#) may be used at the time of installation/activation to retrieve the Subscriber's agreement and capture the necessary signatures and may be submitted to DISH electronically.

### **AFTER INSTALLATION**

**Querying the Plan Agreement:** The Retailer must query the applicable Plan Agreement on the Manage Customer Agreements page under the Manage tab on Partner Hub to enter the [CA ID Number\(s\)](#) (R00...) of the Receiver(s) installed. Retailers may query a Plan Agreement by entering the Subscriber's phone number, the Plan Agreement ID number (located in the top, right-hand corner of the Plan Agreement) or the number of credit/debit card the Subscriber used to credit qualify with DISH.

The Retailer must enter the CA ID Numbers after the installation to make sure that the correct CA ID Numbers are associated with the Subscriber's account. Retailers may not be able to install the Receivers they originally intended. The CA ID Numbers will be downloaded to DISH automatically each evening.

**Sending the Plan Agreement to DISH:** The Retailer must fax (or if you do not have a fax machine, mail a copy of) the signed Plan Agreement to DISH Sales Operations within 30 days following the Subscriber's activation.

Facsimile:	720-514-8000
Regular Mail:	DISH Sales Operations ATTN: Plan Agreements P. O. Box 6628 Englewood, Colorado 80155
Overnight Mail:	DISH Sales Operations ATTN: Plan Agreements 9601 South Meridian Boulevard Englewood, Colorado 80112

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## Return of Leased Equipment and Unreturned Equipment Charges

### **Return of Leased Equipment**

Subscribers are permitted to use Receivers(s), smart card(s), remote control(s), LNBFs and switches (if any) only while such Subscriber is an active Subscriber in good standing and in compliance with any applicable Plan Agreement. All such equipment is owned by DISH at all times and all Receiver(s) must be returned if the Subscriber elects to terminate an applicable Plan Agreement or deactivate Required Minimum Programming, or the Subscriber's service is otherwise disconnected for any reason at Any Time.

Within 30 days following a termination, downgrade or disconnection, the Subscriber must return all DISH Receiver(s) in good operating condition, normal wear and tear excepted, to:

- Retailer, if such termination, downgrade or disconnection occurred within the first 30 days following initial account activation; or
- DISH, if such termination, downgrade or disconnection occurred after the first 30 days following initial account activation.

Flex24 Promotional Plan:

Within 70 days following a termination, downgrade or disconnection, the Subscriber must return all DISH Receiver(s) in good operating condition, normal wear and tear excepted, to:

- Retailer, if such termination, downgrade or disconnection occurred within the first 30 days following initial account activation; or
- DISH, if such termination, downgrade or disconnection occurred after the first 30 days following initial account activation.

If the Subscriber must return their Receiver(s) to DISH, the Subscriber must call DISH immediately to receive an RA Number and delivery instructions. Each Subscriber is responsible for and shall bear all costs and expenses to return such equipment. The telephone number to call for an RA Number is:

- 800-333-3474, if the Subscriber is a Residential Subscriber at a Residential Location
- 800-454-0843, if the Subscriber is any other Subscriber

In accordance with Section 15 of the Retailer Agreement (and without limitation), if a Subscriber returns their Receiver(s) to DISH in connection with the termination, downgrade or disconnection of such Subscriber's DISH Service within the first 30 days following initial account activation, Retailer has 90 days following the date of the resulting Equipment Discount chargeback (if any) to submit a dispute to DISH Retail Services.

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## Installation Requirements

**Required Standards:** All installations must be completed in strict accordance with [Section 2.9](#) of the Retailer Agreement, the guidelines set forth in the Installation Reference Handbook (located on [DISH Portal](#)) and all other applicable Business Rules. Retailers who do not comply with these requirements or who perform otherwise substandard installations that later require the intervention of DISH or any of its Affiliates will receive payment chargebacks approximately equal to all costs expended to correct such installation issues. Please refer to the Retailer Installation and Use of Subcontractors Business Rules for details on certification, insurance requirements and other procedures.

**Standard Professional Installation (SPI):** Retailers may be required to provide a Subscriber with a [Standard Professional Installation](#) at no additional charge under the applicable Promotional Program.

**Promotional Program Requirements:** Individual Promotional Programs may have additional installation requirements.

**Other Installations:** In certain installations, additional equipment may be required, and additional fees may apply.

**Reconditioned Equipment Disclosure:** If a Retailer provides any Subscriber with a reconditioned or remanufactured Receiver model at any time and for any reason, the Retailer must inform the Subscriber prior to lease or sale: (i) that such Receiver is not new and has been reconditioned to operate as new; and (ii) of any applicable warranty.

**Telephone/Broadband Lines:** All Receivers in a given Subscriber's location must be connected properly and professionally to the location's land-based phone lines or, solely in the case of a model ViP 622 DVR, ViP 722 DVR, Wally, Hopper 3, Hopper 2, Hopper 1, or Hopper Duo Receiver, broadband network connection. The Receivers must be connected to such phone/broadband lines in a manner that encourages the Subscriber to leave them connected.

**Orbital Locations:** All antennas and satellite Receivers must be installed so that they can receive signal from, at a minimum, either of the following sets of orbital locations: (A) 110° and 119°; or (B) 61.5° and 72.7°. Antennas and satellite Receivers may need to receive signal from other locations as well.

**Antenna Upgrades:** Retailers must install the Antenna configuration as directed by the order entry tool based on the programming selected unless otherwise communicated via a Retailer News. If the Retailer does not fulfill the antenna installation in full compliance with all applicable Business Rules (as determined by DISH at Any Time and in its Sole Discretion), DISH may fulfill the Subscriber's antenna request and charge back the Retailer.

**180-Day Installation Warranty:** The Retailer must warranty their installation and hardware during the first 180 days following activation. If a Subscriber calls DISH for installation and hardware related issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the [Retailer of Record's](#) (ROR) work order queue located under the Manage tile > Work Orders > Accept/Reject Work Orders on Partner Hub. Failure to complete an assigned work order within the first 180 days is subject to an Installation Warranty Chargeback (payment code INSWRNTYCB) in the amount of \$100.

**60-Day Technician Visit Warranty:** The [Last Event Provider](#) (LEP) who provided any Technician Visit (installation, trouble call, [Change Receiver](#), etc.) for a Residential Subscriber Account must warranty their work for the next 60 days. If a Subscriber calls DISH for issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the LEP's work order queue. Failure to complete an assigned work order within the next 60 days from the last Technician Visit Provided will result in a warranty Chargeback (payment code WRRNTYCBCK) of \$50.

**Chargebacks:** Notwithstanding anything to the contrary contained herein, DISH may charge back any and all Incentives and others payments made to a Retailer who does not: (A) honor the required 180-day Installation Warranty; or (B) perform all installation (including SPI, if required) and after-sales services for the applicable Subscriber Account in full compliance with [Section 2.9](#) of such DISH Retailer's Retailer Agreement.

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**DISH Protect and OnTech Smart Home Protect**

**DISH Protect**

Retailer responsibility with DISH Protect includes, but is not limited to: (A) free shipping for repair or replacement of defective Receiver equipment; (B) video cabling and power surge repairs to DISH equipment; and (C) free in-home Technician Visits.

**For any DISH Protect/OnTech Smart Home Protect services not included in the Retailer’s responsibilities, the Subscriber should be directed to DISH Customer Service for assistance.**

If a Subscriber does not select DISH Protect (or declines a Term Commitment) in their Plan Agreement and declines the free trial offer of the DISH Protect, they will automatically receive a standard service plan for replacement of eligible Receivers, and the standard cost for each Technician Visit will apply.

Currently, DISH Protect and OnTech Smart Home Protect are only available to Residential Subscribers at Residential Locations. Residents of Alaska shall not be eligible to participate in the DISH Protect unless they reside within one of the [Authorized Alaska Zip Codes](#).

DISH Protect Eligibility		
	DISH Protect	OnTech Smart Home Protect
<b>Residential</b>	X	X
<b>Public Private*</b>	X	-
* Public/Private Commercial accounts in Puerto Rico are not considered eligible for DISH Protect.		

**Warranty Status**

Subscribers may contact a Retailer directly for service on their DISH System at any time. Retailers may determine a Subscriber’s warranty status by pulling up the Subscriber’s account in Axiom. DISH Protect Subscribers and Subscribers whose DISH Protect Warranty was previously referred to as In Home Service Plan (IHSP) may not be charged Technician Visit Fees for in-home service calls. Non-DISH Protect Subscribers may not be charged Technician Visit Fees for in-home service calls that occur within the first 60 days of activation or previous Technician Visit.

Technician Visit Fees for Subscribers with or without DISH Protect				
IHSP	Subscriber within first 60 days of Activation or previous Technician visit	With DISH Protect and Qualifies as Change Receiver Plan A	Greater than 60 days since Activation or previous Technician Visit with DISH Protect	Greater than 60 days since Activation or previous Technician Visit without DISH Protect
\$0	\$0	\$0	\$0	\$95

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**Trouble Call Referral Program**

**Trouble Call Referral Program**

Each Retailer is responsible for providing after-sales services for each Subscriber for which such Retailer is the [Retailer of Record](#) (ROR) or [Last Event Provider](#) (LEP) throughout the entire applicable Retailer installation warranty period. Trouble call work orders are assigned to Retailers through Partner Hub at <https://partnerhub.dish.com> in the Work Orders section under the Manage tab.

Retailers are required to complete a DISH Protect Amendment to their Retailer Agreement to be eligible to receive DISH Protect Monthly Incentives. Additionally, Retailers who purchase equipment from Echosphere must create an Assistance Request on Partner Hub using category General Questions, subcategory Business Rules in order to provide the ZIP Codes so that DISH can determine the Retailer’s service area. ZIP Codes must be provided upon completing the DISH Protect Amendment (in order for the Retailer to begin receiving referrals), and any time there is a change in the area the Retailer services. Retailers who purchase equipment from an [Authorized Distributor](#) should contact their Authorized Distributor for information on how to provide them with service area details as their process may differ.

The incentive will be paid to the ROR for every Residential Subscriber Account activated with Eligible Residential Programming and is enrolled in the DISH Protect for 28 consecutive days within a given month. DISH Protect Monthly Incentives will be paid approximately 45 days after the last day of the qualifying month (on or around the 15<sup>th</sup> of each month).

Each month DISH shall calculate the total number of eligible Residential Subscriber Accounts enrolled in the DISH Protect for which a Retailer is the ROR. Based on that total, the DISH Protect Monthly Incentives will be paid approximately 45 days after the month for which they were calculated. Payment is dependent on the Retailer fulfilling at least 80%\* of the Trouble Call Work Orders referred to the Retailer in the month immediately following the month for which the total number of eligible Residential Subscriber Accounts enrolled in the DISH Protect was calculated.

<u>Month 1</u> Calculation	<u>Month 2</u> Measurement Period	<u>Month 3</u> DISH Protect Monthly Incentive Payment
Number of Eligible Subscribers enrolled in the DISH Protect is Calculated.	≥80%* of Trouble Calls are fulfilled	Yes
	<80%* of Trouble Calls are fulfilled	No

\*If less than 5 Work Orders are assigned to a particular Retailer within a measurement period, the percentage of Work Orders that must be accepted, completed, and closed in order for the Retailer to receive the DISH Protect Monthly Incentive payment the following month are listed below:

Work Orders Assigned in the Measurement Period	Minimum Required Completed Work Orders in the Measurement Period	Minimum Required Completion Percentage in the Measurement Period
0	0	0.00%
1	0	0.00%
2	1	50.00%
3	2	66.67%
4	3	75.00%
5 or more	80%	80.00%
The completion percentages above are effective for each 1 month measurement period beginning May 1, 2010, and for each 1 month period thereafter.		

DISH Protect Monthly Incentive Payments with respect to a particular Residential Subscriber Account shall be discontinued in the event that: (a) a particular Residential Subscriber’s enrollment in the DISH Protect has been terminated or cancelled for any reason; (b) the participating DISH Retailer who is the ROR for such Residential Subscriber Account rejects **ANY** assigned trouble call work order (defined as TC or CH work orders in such DISH Retailer’s work order queue); (c) the participating DISH Retailer who is the Retailer of Record (ROR) for such Residential Subscriber Account fails to successfully complete an assigned trouble call work order to the sole

satisfaction of the Subscriber and DISH; or (d) the Residential Subscriber Account is disconnected for any reason, including [DISH Pause](#). Should the disconnected or paused Residential Subscriber be reactivated, DISH Protect Monthly Incentive Payments will not restart for DHA Accounts. Retailers will continue to be assigned trouble call work orders for up to 45 days from the last date they received a DISH Protect Monthly Incentive for that Subscriber.

### Technician Visit Process

An internal system will assign work orders to Retailers on a daily basis (365 days per year). There are two work order types that a Retailer may see in their work order queue.

- TC – work orders assigned to Retailers for a Subscriber whose accounts have been active for 60 days or less or who have a work order scheduled within 60 days following any previous Technician Visit completed by a Retailer regardless of the length of time the account has been active.
- CH – all other work orders that are not defined by TC in which the account has the DISH Protect active.

Retailers that are assigned a work order can see the detailed information by clicking on the hyperlink on the left side of the work orders screen. The status of the work order can be viewed and changed from the dropdown here. There are 4 possible status categories.

- Assigned – indicates a work order has been assigned to the Retailer, awaiting response from the Retailer.
- Accepted – indicates the Retailer has accepted the work order.
- Rejected – indicates the Retailer has rejected the work order.
- No Response – indicates the Retailer failed to accept or reject the work order by the applicable Trouble
- Call Acceptance Deadline.

The window of time in which a Retailer must respond to, accept and close all trouble call work orders varies based on the time of day in which the trouble call work order is scheduled with the Subscriber. All stated times for acceptance and closing of trouble call work orders are in the Subscriber's time zone. All scheduled appointments between 8 a.m. and 12 p.m. (Noon) will be considered "[A.M. Trouble Calls](#)." All scheduled appointments between 12 p.m. (Noon) and 5 p.m. or between 5 p.m. and 7 p.m. will be considered "[P.M. Trouble Calls](#)." Retailers must respond to assigned trouble call work orders via Partner Hub no later than a certain time, as specified below, in relation to the Scheduled Appointment.

The Trouble Call Acceptance Deadline for an A.M. Trouble Call shall be 11:59 p.m. on the day before the scheduled appointment. The deadline to close an A.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order. The Trouble Call Acceptance Deadline for a P.M. Trouble Call shall be 8:59 a.m. on the day of the scheduled appointment. The deadline to close a P.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order.

The referral system WILL NOT make time adjustments for work orders created for Subscribers whose address is in an area that DOES NOT observe Daylight Saving Time. Work orders assigned for Subscribers whose address is located in one of these areas must be accepted, rejected or closed one hour earlier than the time frames stated in these Business Rules. Puerto Rico, U.S. Virgin Islands and certain areas of the contiguous United States do not observe DST.

Please note that if a scheduled appointment requires a Retailer to resolve an issue that is not related to the original installation (e.g., Subscriber negligence, weather damage, new roof on the house, etc.) or not related to an issue involving hardware that is covered under the DISH Protect promotion ("[Covered Hardware](#)"), the Retailer may, in its discretion, charge the Subscriber for the trouble call work order. Retailers that plan to charge a Subscriber for the work done to resolve the trouble call work order must disclose to the Subscriber that the Retailer will be charging the Subscriber an additional amount that is not covered by the \$10.00 fee that may have already been charged by DISH before beginning the work. It is also recommended that Retailers provide an estimate of the potential charges before beginning the work, as this may help avoid misunderstandings.

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### Sales-Only Option

For those Retailers who do not intend to perform the installation for a particular sale, DISH has a sales-only option. The Retailer may elect to have DISH or DISH's third-party contractor, perform an installation for any sale by selecting the "DISH Install" option in Axiom. There are only three scenarios for which the sales-only option should be used:

- For Local Retailers who have the opportunity to complete sales outside their normal sales market, and for which there was no advertising performed.
- For a Local Retailer who for a limited timeframe has a higher volume of sales than capacity to perform installations.
- For Local Retailers who are considering expanding into a market where currently they have no physical presence, the sales-only option may be used for a limited time. Specifically, subject to the below conditions, a Retailer may market and sell into an area, and have DISH perform the installation for up to a 6 month period.
  - In order to participate in this sales-only option, Retailers must contact their area manager to obtain approval, identify a target DMA, and create a marketing campaign.
  - Should a Retailer wish to continue advertising and selling in a market after 6 months, that Retailer must hire technicians who will perform installations on at least 80% of all sales in the area.
  - If at the end of the 6 month period the Retailer is still actively marketing and using the sales-only option for the majority of their sales in the target DMA, such Retailer may be subject to disciplinary action, up to and including termination.

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**Shared DISH MDU Property and Registration Rules**

**Eligible Properties:** New or existing Shared DISH MDU Properties listed in the table below that use a Shared DISH System to distribute programming.

Eligible SDS Locations	
Apartments	Senior Care
Condominiums	Assisted Living
Mobile Home Parks	RV Parks
Townhomes	Student Housing
Universities/Dormitories	

Strictly Prohibited Locations:

- Guest Property locations including hotels and motels.
- Single family communities and/or residences

**Notwithstanding the foregoing, DISH reserves the right to determine at any time and from time to time, in its Sole Discretion, whether a location constitutes an Eligible SDS Location or if a location is more appropriately considered another type of location.**

**Property Qualification:** Shared DISH MDU Property installed with a Shared DISH System (SDS) that agrees to be bound by the terms and conditions of a [Right of Entry Agreement](#) and/or a Retailer SDS Property Profile Form. Shared DISH MDU Properties must be at least 10 units in size.

**Registration Requirements:**

Retailer is responsible for submitting the [Retailer SDS Property Profile form](#), which may be found on [DISH Portal](#), to DISH. This form must be complete and must include a copy of all addresses within the Shared DISH MDU Property, as well as a copy of the Right of Entry Agreement (if applicable) and proof of installation of a qualified SDS Location. DISH reserves the right to disqualify submissions that do not meet the requirements set forth above.

**Maintenance Requirements:**

Retailer is required to maintain the Shared DISH System and equipment of any Qualifying SDS Subscriber(s) so long as Retailer is registered to the Shared DISH MDU Property. DISH reserves the right to unregister any property if the Retailer does not meet the requirements set forth in these Business Rules. Retailer shall notify DISH immediately in writing if the Retailer is unable to continue maintenance of a registered Shared DISH MDU Property.

**Penetration:**

The following penetration rates must be maintained so long as Retailer is registered to the Shared DISH MDU Property.

Penetration Rate	
Non-Exclusive	DISH Exclusive
10%	25%

Any Shared DISH MDU Property below the penetration rate shall be subject to review for performance, and potentially unregistered if no improvement is made, or the above conditions are not met. Retailer must have at least one activation within 30 days of registering any Shared DISH MDU Property and must achieve the penetration requirement within 12 months of registering the Shared DISH MDU Property.

*DISH reserves the right to audit any registered property, including any property below the penetration requirement.*

**Audit and Penalty:** DISH reserves the right to audit any registered Shared DISH MDU Property for compliance with these Business Rules. Any Shared DISH MDU Property found to not be in compliance can/shall; (i) be unregistered from DISH's system; (ii) be allowed open access to other Retailers; and/or (iii) in the event that the requirements are not being followed, the Property may be taken over by DISH.

*Any activations identified by DISH to be fraudulent according to the Retailer Agreement or these Business Rules, shall be subject to Incentive chargeback, Retailer of Record change, as well as potential action up to and including termination.*

**Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

**Antenna Configuration:** Eastern Arc Configurations apply.

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## Repayment of Charged-Back Incentives

Charged-back Incentives may be repaid to a Retailer in certain circumstances, as detailed below. DISH will pay Incentives on reactivated equipment only to the original ROR.

### DHA24 Elite, DHA24 Plus, DHA24 Standard Incentives

For Residential Subscribers under one of the DHA24 Plans, if an Incentive is charged back due to a Residential Subscriber Account disconnecting, going on [DISH Pause](#), or downgrading below Eligible Residential Programming, Incentives will not be repaid should such Residential Subscriber Account reactivate, return from DISH Pause, or upgrade to Eligible Residential Programming.

### Flex24, FlexTV Incentives

For Residential Subscribers under the Flex24 or FlexTV Plans, if an Incentive is charged back due to a Residential Subscriber Account disconnecting or downgrading below Eligible Residential Programming, and such Residential Subscriber Account is: (A) reactivated with or upgraded to Eligible Residential Programming within 15 days following such disconnection or downgrade, such Incentive may be repaid (and there is no limit on the number of times that this may occur); and (B) reactivated with or upgraded to Eligible Residential Programming after 15 days following such disconnection, such Incentive may be repaid once.

- If such repaid Incentive is subject to the [360-day 50% Chargeback](#) rule, the chargeback calendar will resume where it was upon the Residential Subscriber Account's disconnection of Eligible Residential Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the [30-Day Non-pro-rated Chargeback](#) or [180-day Non-pro-rated Chargeback](#) rule (as applicable), the chargeback calendar will restart upon the Residential Subscriber Account's reactivation of or upgrade to Eligible Residential Programming.

For Residential Subscribers under the Flex24 or FlexTV plans, if an Incentive is charged back due to a Residential Subscriber Account going on DISH Pause, and such Residential Subscriber Account is reactivated, such Incentive may be repaid (and there is no limit on the number of times that this may occur).

- If such repaid Incentive is subject to the 360-day 50% Chargeback rule, the chargeback calendar will resume where it was upon the Residential Subscriber Account's disconnection of Eligible Residential Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the 30-Day Non-pro-rated Chargeback or 180-day Non-pro-rated Chargeback rule (as applicable), the chargeback calendar will restart upon the Residential Subscriber Account's reactivation of or upgrade to Eligible Residential Programming.

### Failure of Repayment

If a Retailer believes that a charged-back Incentive has not been repaid correctly within 3 weeks of when it should have been, the Retailer should submit a payment dispute under the Communicate tab in Partner Hub. Please note that although antenna equipment is not considered leased equipment, if an account disconnects within 30 days of activation, all antenna-related Incentives will be subject to chargeback.

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## Telco/Retailer Relationships

### **Bundling DISH Subscribers with a Telco**

DISH Retailers in the Continental United States are not directly involved in the bundling process between a DISH subscriber and a Telco. The DISH Retailer performs the qualification and installation of DISH for the Subscriber, as usual. If the Subscriber is interested in a Telco's bundle offer, then the Subscriber will need to contact the Telco within 60 days following its DISH installation. The Telco will then qualify the Subscriber for its bundled services and extend the new Subscriber offer to the Subscriber, if applicable.

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**Master List of Definitions**

All capitalized terms will have the meanings set forth herein or as otherwise referenced; any capitalized terms not defined herein will have the meanings set forth in your Retailer Agreement(s).

The following terms are defined in your Retailer Agreement(s):

Affiliate(s)	Qualifying Residential Programming Subscriber
Any Time	Residential Internet Subscriber Account(s)
Business Rule(s)	Residential Location(s)
Direct Broadcast Satellite (DBS)	Residential Programming Subscriber Account(s)
DISH	Retailer
DISH System(s)	Sole Discretion
Electronic Funds Transfer (EFT)	Subscriber Account
Eligible Residential MDU Programming	Territory
Eligible Residential Programming	Unit(s) or Drop(s)
Hardware	
Incentive(s)	
Laws	
MDU Property/MDU Properties	
Monthly Incentive(s)	
Other Agreement(s)	
Promotional Program(s)	
Qualifying Residential Internet Subscriber	

**0-Day Chargeback** means that no chargeback applies.

**180-Day Non-pro-rated Chargeback** means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

**30-Day Non-pro-rated Chargeback** means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

**360-Day 50% Chargeback** means that DISH may charge back up to 50% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

**360-Day Pro-rated Chargeback** means that DISH may charge back certain portions of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules), based on a 360-day calendar. The following is an example showing how a \$300 Incentive would be charged back under the 360-Day Pro-rated Chargeback rule based on the day on which the chargeback condition occurs:

Incentive Payment Pro-Rated Chargeback Calendar						
Primary Incentive Type	Example Payment Amount	0-90 Days From Activation	91-180 Days From Activation	181-270 Days From Activation	271-360 Days From Activation	361+ Days From Activation
Primary Activation Incentive	\$300	\$300 charge back (100%)	\$225 charge back (75%)	\$150 charge back (50%)	\$75 charge back (25%)	\$0 charge back (0%)

**A.M. Trouble Call** means a work order assigned to a Retailer in which the Technician Visit is scheduled between the hours of 8 a.m. and 12 p.m.

**Account Holder** means the Subscriber approved for a Subscriber account with DISH. The Account Holder must meet all qualifications for the Promotional Program and sign all applicable Subscriber agreements.

**Activation Fee** means the non-refundable fee charged to the Subscriber by DISH (and collected by the Retailer or DISH, as determined by DISH at Any Time and in its Sole Discretion) for activation of DISH equipment and/or programming. The Activation Fee amount, if applicable, is set forth in the Business Rules for each Plan and related Promotional Program.

**Activation Incentive** means an amount, credit or other consideration provided to a Retailer based upon the activation or upgrade of a Subscriber Account, as set forth herein.

**Antenna** or **antenna** means a roundish reflector mounted on a mast and attached to a Subscriber’s home or business for the purpose of receiving an Eligible Programming signal. The following are the current models of DISH antennas:

- Dish 1000.2 WA Hybrid: a 20” antenna that receives Eligible Programming from 110° and 119° orbital locations. It is used in a Western Arc market only. Required in Hopper 3, Hopper 2 and Hopper 1 installations.
- Dish 1000.2 EA Hybrid: a 20” antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations. It is also known as an Eastern Arc antenna. Required in Hopper 3, Hopper 2 and Hopper 1 installations.
- Dish 500: a 20” antenna capable of receiving signal from 110° and 119° orbital locations and may also be used to access a single orbital location.
- Dish 1000.4: a 20” antenna that receives Eligible Programming from 61.5°, 72.7° and 77° orbital locations. It is also known as an Eastern Arc antenna.
- Dish 1000.2: a 20” antenna that receives Eligible Programming from 110° and 119° orbital locations. It is used in a Western Arc market only.
- Dish 1000.2 EA: a 20” antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations. It is used in an Eastern Arc market only.
- Dish 500+ or DPP 500+: a 30” antenna that receives Eligible Programming from 110°, 119° and 118.7° orbital locations. It is used in a Western Arc market and may be used in an Eastern Arc Market to receive programming from 118.7° only.
- Dish 1000+ or DPP 1000+: a 30” antenna that receives Eligible Programming from 110°, 119° and 118.7° orbital locations. It is used in Western Arc Markets only.
- Dish 500 AK: a 30” antenna that is used in the Authorized Alaska ZIP Codes only to receive Eligible Programming from 119° orbital locations.
- Dish 500 HI 110/119: a 30” antenna that is used in Hawaii only to receive Eligible Programming from 110° and 119° orbital locations.
- Dish 500 HI 119: a 30” antenna that is used in Hawaii only to receive Eligible Programming from 119° orbital location.
- Dish 500 PR/VI: a 30” antenna that is used in Puerto Rico and U.S. Virgin Islands only to receive Eligible Programming from 119° and 110° orbital locations.

**Authorized Alaska ZIP Codes** include the following:

Anchorage, AK DMA Authorized Zip Codes									
99501	99508	99515	99522	99567	99588	99629	99654	99676	99760
99502	99509	99516	99523	99568	99599	99631	99663	99683	99775
99503	99510	99517	99524	99572	99603	99635	99664	99686	99776
99504	99511	99518	99529	99573	99605	99639	99669	99687	99780
99505	99512	99519	99530	99577	99610	99645	99672	99688	99790
99506	99513	99520	99540	99586	99611	99652	99674	99694	
99507	99514	99521	99556	99587	99623				
Fairbanks, AK DMA Authorized ZIP Codes									
99701	99704	99707	99709	99711	99714	99725	99737	99744	99775
99702	99705	99708	99710	99712	99716	99729	99743	99760	99790
99703	99706								
Juneau, AK DMA Authorized ZIP Codes									
99802	99811	99824	99827	99829	99840	99801	99803	99821	99829
99835	99901	99921	99928						

\* DISH Protect is only available in Alaska to Subscribers within the Authorized Alaska ZIP Codes listed above. Remote Areas of Alaska are not eligible for DISH Protect, regardless of their Plan.

**Authorized Distributor** means an entity authorized in writing by DISH and Echosphere to resell DISH approved equipment, parts, and accessories.

**AutoPay** means a method of payment for Eligible Programming or other DISH services that permits an automatic charge to a Subscriber's credit card, debit card, or bank account via electronic funds transfer (EFT) to pay for Eligible Programming, other DISH services and/or fees, as applicable. AutoPay can occur on a monthly or annual basis, depending on DISH's payment options, which DISH may determine at Any Time and in its Sole Discretion.

**CA ID Number** is a Receiver identification number that is unique and does not change. It is commonly referred to as the R00 or R01.

**Cancellation Fee** means the cancellation fee that applies pursuant to a Subscriber's Plan Agreement if the Subscriber terminates their Plan Agreement or deactivates Required Minimum Programming, or their DISH service is disconnected for any reason, prior to the end of the Subscriber's Term Commitment and the Subscriber has not yet paid all programming and other fees and charges due during the Term Commitment. If any Subscriber owes DISH more than one Cancellation Fee at any time, the Cancellation Fee with the greater amount shall control.

**Change Receiver** means the Promotional Program in which existing Subscribers may upgrade their DISH System or Receivers to a higher model family. Eligibility is determined by DISH's Sole Discretion. A 24-month commitment is required for participation. The Subscriber leases their Hardware from DISH.

**Co-op** means an amount, credit or other consideration provided to a Retailer that may be used, as set forth herein, solely for marketing and promotion of Eligible Programming and other services pursuant to the [DISH BrandDRIVE Simplified Marketing and Co-op Rules](#) or as set forth herein.

**Covered Hardware** means DISH Network Direct Broadcast Satellite (DBS) video hardware, either purchased or leased, that is active on a DISH account installed at a Residential location that carries the DISH Protect.

**Credit Scoring** is required for [Standard Subscriber Qualification](#) for specified Promotional Programs. Retailers will be charged a fee of up to \$2.50 for each credit check submission. Equifax, Experian and TransUnion will bill Retailers directly for credit-scoring services.

**Customer Retention Program (CRP)** is a program that ranks Retailers on their performance in retaining Residential and Commercial Subscribers, as detailed in the [Customer Retention Program \(CRP\) and Summit Advantage Business Rules](#).

**Customer Service Representative (CSR)** means a DISH employee who directly assists Subscribers.

**DASH Line** means a phone number - (866) 688-3274 - that Retailers must call to complete certain changes to a Subscriber Account, including but not limited to, Receiver upgrades or exchanges.

**Designated Market Area (DMA)** means the areas, as defined by Nielsen Media Research that can receive Eligible Local Networks Programming.

**Device**, as it pertains to Sling TV, means a piece of equipment that may be used to stream Sling TV content, such as Roku 3 or Roku Stick. A Device may be offered to Subscribers with certain Sling TV promotions.

**Digital Home Advantage (DHA)** is a Promotional Program available to Qualifying Residential Programming Subscribers that includes three commitment options (DHA24 Elite/DHA24 Plus/DHA24 Standard). The Subscriber leases their Hardware from DISH.

**Disclosures** means the Promotional Program terms Retailers are required to provide to the Subscriber that is listed on the account being activated.

**DISH Approved as Compatible Accessories** means the Hardware that has been approved for use in the installation of a DISH System by DISH. All accessories and non-DISH equipment that DISH and/or its Affiliates have compiled and published for use by Retailers are included on the DISH Approved as Compatible Accessories List on [DISH Portal](#).

**DISH BrandDRIVE Simplified Marketing and Co-op Rules** means the document created by DISH that contains DISH's rules pertaining to advertising, marketing and promotion of Eligible Programming, other DISH services and

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DISH equipment. DISH may change the DISH BrandDRIVE Simplified Marketing and Co-op Rules at Any Time and in its Sole Discretion.

**DISHComm** means a connectivity device used to connect Receivers to the Internet via electrical wiring.

**DISHComm Modem** means the hardware that utilizes HomePlug Technology to connect to the DISH Receiver to a phone line.

**DISH Install in Axiom** is a sales flow located in Axiom that allows Retailers to sell the DHA24 Elite/DHA24 Plus/DHA24 Standard, Flex24, or FlexTV plans to Qualifying Residential ProgrammingSubscribers that they are unable to install. For additional details please refer to the [Sales-Only Option](#).

**DISH Move-In Deal** means the Promotional Program that provides [Residential Standard Professional Installation](#) of applicable antenna(s) and Receivers for a Subscriber who is moving to a new permanent Residential Location where Eligible Programming is available.

**DISH Move-In Deal Receiver Upgrade** means the Promotional Program that provides a combination of the DISH Move-In Deal and Change Receiver Promotional Programs for existing Residential Subscribers.

**DISH Outdoors Mobile Antenna** means a KING or Winegard portable antenna used by a Subscriber for the purpose of receiving Eligible Programming signal.

**DISH Paperless Agreement App** enables Retailers to electronically submit new and existing Subscriber agreements from a compatible mobile device.

**DISH Pause** means a program that allows Subscribers to interrupt their service for up to 9 months per rolling 12-month period without terminating service or incurring a termination fee.

**DISH Portal** is the website DISH has created to provide Retailers access to documentation and training related to DISH. Documentation includes but is not limited to Business Rules, Retailer News and other training materials.

**DISH Pro (DP)** means an LNBF that provides one orbital [at a time](#) and supports only one tuner per feed.

**DISH Pro Hybrid (DPH)/Slimline** means an LNBF that supports multi-tuner Receivers and is the preferred solution for Hopper 1, Hopper 2 and Hopper 3.

**DISH Pro Plus (DPP)** means an LNBF that supports single or dual tuner Receivers and is the preferred solution for dual tuner Receivers like ViP.

**DISH Protect** means DISH's optional service program for Subscribers.

**Duo**, in the context of a Receiver, means a Receiver with 2 tuners designed to function on 2 televisions. See [Receiver Hierarchy](#) for a listing of all DISH Receiver types.

**DVR** means digital video recorder, or indicates those Receivers that are equipped with digital video recording capability. See Receiver for a listing of all DISH Receiver types.

**Eastern Arc Configuration** means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Eastern Arc Markets.

**Eastern Arc Configuration Subscriber** means Subscribers who have the following qualifications:

- The Subscriber is located in an Eastern Arc Market; and
- upon initial account activation, such Subscriber will receive Eligible Programming from 2 or more of the 61.5°, 72.7° and 77° orbital locations; and
- has an Eligible HD Programming package.

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**Eastern Arc Markets** means Eligible Local Networks Programming that is broadcast from the 61.5° 72.7°, or 77° orbital location. Please see Eastern Arc Only DMA and Eastern Arc Preferred DMA for lists of Eastern Arc Markets.

**Eastern Arc Only DMA** is an Eastern Arc Market where all Subscribers, regardless of HD subscription, must be installed on the Eastern Arc with [MPEG-4](#) equipment. The following are included; DMA numbers are in parentheses:

Eastern Arc Only			
Albany et al, NY (532)	Columbia, MO (604)	Monroe, LA (628)	Springfield, MO (619)
Albany +, VT (431)	Columbus, GA (522)	Myrtle Beach, SC (570)	Syracuse, NY (555)
Augusta, GA (520)	Davenport, IA (682)	Northeast Portland +, ME (435)	Tallahassee, FL (530)
Bangor, ME (537)	Evansville, IN (649)	New Orleans, LA (622)	Utica, NY (526)
Baton Rouge, LA (716)	Gainesville, FL (592)	Paducah, KY (632)	Watertown, NY (549)
Binghamton, NY (502)	Greenville, SC (567)	Panama City, FL (656)	Wheeling, NY (554)
Bluefield, WV (559)	Greenwood, MS (647)	Portland, ME (500)	Wilkes Barre, PA (577)
Boston, MA (506)	Jackson, MS (718)	Portland-Auburn +, ME (433)	Youngstown, OH (536)
Boston +, VT (432)	Johnstown, PA (574)	Presque Isle, ME (552)	
Buffalo, NY (514)	Lake Charles, LA (643)	Providence, RI (521)	
Burlington, VT (523)	Lansing, MI (551)	Quincy, IL (717)	
Burlington +, NH (434)	Lexington, KY (541)	Rockford, IL (610)	
Charleston, SC (519)	Madison, WI (669)	South Bend, IN (588)	
	Milwaukee, WI (617)	Springfield, MA (543)	

**Eastern Arc Preferred DMA** is an Eastern Arc Market where all Subscribers subscribing to HD programming, as well as DHA Subscribers subscribing to SD programming, must be installed. Flex24 and FlexTV SD subscribers remain on the Western Arc. Exceptions based on Latino and International programming as well as no line of sight may apply in some markets. The following are included; DMA numbers are in parentheses:

Eastern Arc Preferred			
Abilene, TX (662)	Dothan, AL (606)	Kent County, DE (436)	Perry County +, MO (425)
Albany, GA (525)	Elmira, NY (565)	Knoxville, TN (557)	Philadelphia PA (504)
Alexandria, LA (644)	Flint, MI (513)	Lafayette, IN (582)	Pittsburgh, PA (508)
Alpena, MI (583)	Franklin County +, PA (422)	Lafayette, LA (642)	Raleigh, NC (560)
Amarillo, TX (634)	Ft. Myers, FL (571)	Lima, OH (558)	Richmond, VA (556)
Atlanta, GA (524)	Ft. Wayne, IN (509)	Louisville, KY (529)	Rochester, NY (538)
Baltimore, MD (512)	Grand Rapids, MI (563)	Lubbock, TX (651)	Salisbury MD (576)
Biloxi, MS (746)	Greensboro et al, NC (518)	Macon, GA (503)	Savannah, GA (507)
Birmingham, AL (630)	Greenville, NC (545)	Marquette, MI (553)	St. Louis, MO (609)
Bowling Green, KY (736)	Harrisburg, PA (566)	Memphis, TN (640)	Tampa, FL (539)

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Charleston, WV (564)	Harrisonburg, VA (569)	Minneapolis, MN (613)	Traverse City, MI (540)
Charlotte, NC (517)	Hartford, CT (533)	Mobile, AL (686)	Tyler, TX (709)
Chicago, IL (602)	Hattiesburg, MS (710)	Nashville, TN (659)	W Palm Beach, FL (548)
Cincinnati, OH (515)	Huntsville, AL (691)	New York, NY (501)	Washington DC (511)
Clarksburg, WV (598)	Jackson, TN (639)	Norfolk, VA (544)	Wilmington, NC (550)
Cleveland, OH (510)	Jonesboro, AR (734)	Orlando, FL (534)	Zanesville, OH (596)
Des Moines, IA (679)	Joplin, MO (603)	Parkersburg, WV (597)	
Detroit, MI (505)	Kansas City, MO (616)	Peoria, IL (675)	

**eAutoPay** means the combination of electronic billing and AutoPay services Subscribers may select.

**Echosphere (Echosphere LLC.)** is a technology company that distributes DISH Systems, Receivers and Hardware.

**Eligible HD Local Networks at 61.5° Markets** means Eligible Local Networks Programming that is available in HD from the 61.5° orbital location. The following are included:

Eligible HD Local Networks - 61.5° Markets			
Abilene, TX (662)	Dallas, TX (625)	Lafayette, IN (582)	Portland, ME (500)
Albany, GA (525)	Davenport, IA (682)	Lafayette, LA (642)	Portland – Aub +, ME (433)
Albany, NY (532)	Des Moines, IA (679)	Lake Charles, LA (643)	Presque Isle, ME (552)
Albany +, VT (431)	Detroit, MI (505)	Lansing, MI (551)	Providence, RI (521)
Alexandria, LA (644)	Dothan, AL (606)	Lexington, KY (541)	Quincy, IL (717)
Alpena, MI (583)	Elmira, NY (565)	Lima, OH (558)	Raleigh, NC (560)
Amarillo, TX (634)	Evansville, IN (649)	Lincoln, NE (722)	Richmond, VA (556)
Atlanta, GA (524)	Flint, MI (513)	Little Rock, AR (693)	Rochester, NY (538)
Augusta, GA (520)	Franklin County +, PA (422)	Louisville, KY (529)	Rockford, IL (610)
Austin, TX (635)	Ft. Meyers, FL (571)	Lubbock, TX (651)	Salisbury, MD (576)
Baltimore, MD (512)	Ft. Wayne, IN (509)	Macon, GA (503)	Savannah, GA (507)
Bangor, ME (537)	Gainesville, FL (592)	Madison, WI (669)	Sherman, TX (657)
Baton Rouge, LA (716)	Gillespie County+, TX (429)	Marquette, MI (553)	South Bend, IN (588)
Beaumont, TX (692)	Grand Rapids, MI (563)	Memphis, TN (640)	Springfield, MA (543)
Biloxi, MS (746)	Green Bay, WI (658)	Milwaukee, WI (617)	Springfield, MO (619)
Binghamton, NE (502)	Greensboro, NC (518)	Minneapolis, MN (613)	St. Louis, MO (609)
Birmingham, AL (630)	Greenville, NC (545)	Mobile, AL (686)	Syracuse, NY (555)



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Bluefield, WB (559)	Greenville, SC (567)	Monroe, LA (628)	Tallahassee, FL (530)
Boston, MA (506)	Greenwood, MS (647)	Montague County +, TX (427)	Tampa, FL (539)
Boston +, VT (432)	Harrisburg, PA (566)	Myrtle Beach, SC (570)	Topeka, KS (605)
Bowling Green, KY (736)	Harrisonburg, VA (569)	Nashville, TN (659)	Traverse City, MI (540)
Buffalo, NY (514)	Hartford, CT (533)	NE Portland +, ME (435)	Tyler, TX (709)
Burlington, VT (523)	Hattiesburg, MS (710)	New Orleans, LA (622)	Utica, NY (526)
Burlington +, NH (434)	Houston, TX (618)	New York, NY (501)	W. Palm Beach, FL (548)
Charleston, SC (519)	Huntsville, AL (691)	Norfolk, VA (544)	Waco, TX (625)
Charleston, WV (564)	Jackson, TN (639)	Omaha, NE (652)	Washington, DC (511)
Charlotte, NC (517)	Jackson, MS (718)	Orlando, FL (534)	Watertown, NY (549)
Chattanooga, TN (575)	Jacksonville, FL (561)	Paducah, KY (632)	Wheeling, WV (554)
Chicago, IL (602)	Johnstown, PA (574)	Panama City, FL (656)	Wichita Falls, TX (627)
Clarksburg, WV (598)	Jonesboro, AR (734)	Parkersburg, WV (597)	Wiles Barre, PA (577)
Cleveland, OH (510)	Joplin, MO (603)	Peoria, IL (675)	Wilmington, NC (550)
Columbia, SC (546)	Kansas City, MO (616)	Perry County+, MO (425)	Youngstown, OH (536)
Columbia, MO (604)	Kent County, DE (436)	Philadelphia, PA (504)	Zanesville, OH (596)
Columbus, GA (522)	Knoxville, TN (557)	Pittsburgh, PA (508)	

**Eligible HD Local Networks at 77° Markets** means Eligible Local Networks Programming that is available in HD from the 77° orbital location. The following are included:

<b>Eligible HD Local Networks - 77° Markets</b>			
Bluefield, WV (559)	Evansville, IN (649)	Little Rock, AR (693)	Springfield, MO (619)
Cincinnati, OH (515)	Jacksonville, FL (561)	Louisville, KY (529)	
Columbus, GA (522)	Lexington, KY (541)	Paducah, KY (632)	
Davenport, IA (682)	Lima, OH (559)	Perry County +, MO (425)	

**Eligible HD Programming** means HD Programming including Flex Pack or higher, HD Dos or higher and DISH America or higher.

**Eligible HughesNet Gen5** service means the Internet service sold by Hughes, and made available via the DISH order entry tool. Availability of certain speeds and data allowance are dependent on the Subscriber's geographical location. Internet Plans available include 10 GB, 20 GB, 30 GB, and 50 GB service plans, or as otherwise made available by Hughes. Retailer is not eligible to receive any incentives from DISH for the Eligible HughesNet Gen5 Service.

**Eligible International 118.7° Programming** means the following programming when broadcast from the 118.7° orbital location:

- Residential Location – [Residential Basic International Programming](#) or Residential Basic International Programming by Language Group/Residential Eligible International Programming by Language Group

**Eligible Local Networks at 61.5° Markets** means Eligible Local Networks Programming that is available from the 61.5° orbital location. The following are included:

- Providence, RI

**Eligible Local Networks at 110° Markets** means Eligible Local Networks Programming that is available from the 110° orbital location. The following are included:

- Fairbanks, AK
- Juneau, AK
- Puerto Rico

**Eligible Local Networks Programming** means any SD or HD local network programming provided by DISH to a Subscriber who is legally eligible to view such programming.

**Eligible Programming** means any one or combination of Eligible Residential Programming or other programming specified by DISH in its Sole Discretion. Packages currently include:

<b>Eligible Residential Programming</b>			
Welcome Pack	DishLATINO Básico	<a href="#">Residential Basic International Programming</a>	Dish America DISH America Silver DISH America Gold
Smart Pack	DishLATINO Clásico		
Flex Pack	DishLATINO Plus		
America’s Top 120	DishLATINO Dos		
America’s Top 120 Plus	DishLATINO Max	Residential Basic International Programming by Language	
America’s Top 200			
America’s Top 250			
America’s “Everything” Pak		Group/Residential Eligible International Programming by Language Group	

**Eligible Sling TV Programming** means the programming designated by Sling that a Qualifying Sling TV Subscriber must subscribe to in order for the Retailer to receive Incentives. Retailers will receive Incentives two (2) weeks following the Subscriber’s first payment once any promotional trial has ended.

**Equipment Discount** means payment that is made to DISH Retailers with a valid DISH Network Retailer Agreement in full force and effect in order to compensate for DISH Systems, Receivers and hardware used to complete a Standard Professional Installation.

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, Antennas) must meet the following requirements in order to be eligible for the payment of Equipment Discounts:

- be purchased by a DISH Retailer directly from Echosphere or Authorized Distributor;
- be resold by such DISH Retailer to the Qualifying Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Subscriber;
- be installed by such DISH Retailer at the Qualifying Subscriber’s Residential Location as applicable, in full compliance with Section 2.9 of the DISH Retailer’s Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber’s Residential Location as applicable.

Additional requirements may apply as set forth herein.

**Existing Residential Subscriber Qualification Process** means the process Retailers must follow to qualify existing Residential Subscribers in Axiom. To qualify a Subscriber, Retailers must fully and correctly enter a Subscriber’s DISH account number and one of the following: last name, phone number, or service address. Axiom will then identify which Existing Customer Offers such Subscriber is eligible for.

## DISH Retailer Master Business Rules

- Please note that at or about the time of credit card or debit card validation during the new qualification process described above, \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
- Please note that a Prepaid Card may not be used to qualify a Subscriber.

**FlexTV** is a Promotional Program available to Qualifying Residential Programming Subscribers in which the Subscriber purchases their Hardware. Subscribers are required to pay each month's programming, taxes and other fees prior to the effective date of service

**Flex24** is a Promotional Program available to Qualifying Residential Programming Subscribers, which requires a 24-month commitment, in which the Subscriber leases their Hardware from DISH. Subscribers are required to pay each month's programming, taxes and other fees prior to the effective date of service.

**Former Residential DISH or SLING TV Subscriber** means a Subscriber who has previously maintained a DISH or SLING TV account at a Residential or SDS Location and meets certain criteria for qualifying for a new DISH account. Criteria includes but is not limited to a Subscriber:

- who timely paid any and all balances owing under their prior DISH account(s) in full; and
- who has not received Programming or other DISH services during the 2-month period prior to activation under the applicable Plan.
- as it relates to SLING TV, who has received Programming or other SLING-branded DISH services at any point in time, prior to activation of the applicable Plan.

**Good Standing Status** - Retailers must be in good standing with DISH in order to be eligible to participate in any Promotional Program or receive any Incentives. DISH may determine what good standing requires at Any Time and in its Sole Discretion.

For example and without limitation, Retailers may lose their good standing status with DISH due to:

- Co-op Promotional Program fraud;
- Other Promotional Program fraud;
- Checks upon which payment is or has been stopped;
- Checks returned for insufficient funds;
- Piracy, including without limitation, "account packing";
- Signal theft;
- Smart card alteration;
- Red or Orange Residential CRP category (please see the Residential Customer Retention Business Rules for more information);
- Activating accounts located in Commercial Locations as Residential Subscriber Accounts;
- Activating accounts located in Public Locations as Private Location Subscriber Accounts;
- Falsification or alteration of Subscriber Account information;
- Activating "duplicate accounts" (e.g., misrepresenting an individual who previously received any services from DISH or any DISH Affiliate as a new Subscriber);
- Soliciting Subscribers outside the Territory; or
- Selling or attempting to sell Hardware, equipment and/or DISH Systems, Receivers on third-party auction sites.

DISH and each of its Affiliates may decide at Any Time and in its Sole Discretion to withhold benefits and/or privileges from Retailers who are not in good standing status, including without limitation:

- Certain payment term options (e.g., secured payment methods);
- Retailer Locator Tool eligibility;
- Incentive Trip eligibility;
- Standard Hardware pricing;
- Referral and other Promotional Program participation; and
- Regional marketing events.

**Headend** is the central transmission point for a system from which programming is distributed to subscriber Units/Drops. In the Commercial DBS environment, the Headend consists of a satellite reception dish and all electronic equipment needed to descramble the video signal for distribution to individual Units including: taps, splitters, Receivers, modulators, power inserters and rack components.

**High Definition (HD)** television is a format of video broadcasting that displays greater quality visuals than previous technology. See Receiver for a listing of all of the various Receivers.

**HomePlug Technology** uses power lines in the home to transmit data between compatible devices.

**Hopper Duo**, in the context of a Receiver, means DISH's Receiver with 2 tuners designed to support up to 2 televisions at one time that has sling technology capabilities and is named the "Hopper Duo". A maximum of 1 leased Joey Receiver is allowed per Subscriber account. The Hopper Duo is compatible with the 4K Joey if the configuration involves a 4K television. All other Joeyes are compatible except the Super Joey.

**Hopper 1**, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television and is named the "Hopper 1." A Hopper 1 Receiver can be connected to up to 3 Joey and/or Wireless Joey Receivers or 1 Super Joey and up to 3 Joey and/or Wireless Joey Receivers. See Receiver for a listing of all the various Receiver types.

**Hopper 2**, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television that has sling technology capabilities and is named "Hopper 2." A Hopper 2 Receiver can be connected to up to 3 Joeyes, including the Joey 2, Joey 3, Joey 4, and/or Wireless Joey Receivers or 1 Super Joey and up to 3 Joey and/or Wireless Joey, Wireless Joey 4 Receivers. In addition, a Hopper 2 Receiver contains a built-in Sling Adapter. See Receiver for a listing or all the various Receiver types.

**Hopper 3**, in the context of a Receiver, means DISH's Receiver designed to support up to 7 televisions at one time that has sling technology capabilities and is named the "Hopper 3." A Hopper 3 can be connected to up to 6 Joeyes, including the Joey 2, Joey 3, Joey 4, Wireless Joey, and the Wireless Joey 4. The Hopper 3 also is compatible with the 4K Joey if the configuration involves a 4K television.

**Hopper Plus**, in the context of an accessory, means an add-on device for the Hopper 3 and Hopper 2 that provides live TV and streaming content in one place. When paired with a Hopper 2, Hopper Snap must be removed from the USB port. A Joey 4 Receiver or Wireless Joey 4 Receiver is required to have a whole-home experience with Hopper Plus. SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

**Hopper Snap**, in the context of an accessory, means a co-processor and memory unit that improves speed and the user interface (UI) performance on both the Hopper and connected Joeyes.

**Hughes Retailer Agreement** means the agreement that Hughes requires Retailers to sign to become a Hughes Dealer.

**In-Home Services (IHS)** means the DISH division that installs and services Subscriber Accounts.

**Incentive Trip** is a prize awarded to qualifying Retailers based on various categories of achievement and other qualification(s).

**Indefinite Chargeback** means that DISH may charge back up to 100% of the applicable Incentive at Any Time if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

**Individual Tax Identification Number (ITIN)** means a nine-digit United States tax processing number issued by the Internal Revenue Service. Each ITIN sequence that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

**In Home Service Plan (IHSP)** means a former DISH service program for Subscribers. This program is no longer available to new Subscribers, but some existing Subscribers still subscribe to it.

**Installation Incentive** means an amount, credit or other consideration provided to a Retailer based upon the installation of equipment for a subscriber's account, as set forth herein.

**Installation Reference Handbook** means DISH's installation manual on [DISH Portal](#).

**Joey**, in the context of a Receiver, means DISH's Receiver designed to function on 1 television that receives its signal from a Hopper 1, Hopper 2 or Hopper 3. See the definition of [Receiver Hierarchy](#) for a listing of all DISH Receiver types.

**L-band** is the distribution method of using DP or DPP multi-satellite switches to propagate DBS-encrypted signal throughout a property or facility using the 950-2150 MHz spectrum to be decrypted by set top boxes at each coaxial output.

**Last Event Provider (LEP)** means the last entity that performed a [Technician Visit](#) for a Residential Subscriber Account. The LEP could be the [Retailer of Record](#), IHS or any other Retailer.

**LNBF** is a low-noise block with feed horn piece of Hardware, which is used in receiving satellite signals.

**Locator Tool** means DISH's online search feature, currently available to Subscribers at [www.dish.com](http://www.dish.com), which may list Retailers who meet certain criteria, as determined by DISH at Any Time and in its Sole Discretion. Please see the Showroom Account and Locator Tool Business Rules for more information.

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**Mall Kiosk** means a location within a mall or similar commercial business from which a Retailer sells DISH services. Certain Mall Kiosks may be eligible to be considered a Showroom Account as determined by DISH at Any Time and in its Sole Discretion.

**Master Business Rules** means these Master Business Rules, in the version then currently in effect.

**MPEG** means the type of compression DISH uses in broadcasting our signal.

**MPEG-2** means the type of Receivers that utilize a generic method of compressed representation of video sequences to broadcast in Standard Definition (SD). MPEG-2 equipment is no longer eligible equipment as of June 30, 2016.

**MPEG-4** means the type of Receivers that utilize an advanced method of compressed representation of video sequences to broadcast in High Definition (HD). MPEG-4 Receivers currently include only model Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Super Joey 1, Joey, Joey 2, Joey 3, Joey 4, Wireless Joey, Wireless Joey 4, Wally, ViP 722, ViP 722k, ViP 622, ViP 612, ViP 222, ViP 222k, ViP 211, ViP 211k, and ViP 211z Receivers.

**Non-Hybrid LNBF Subscribers** means Subscribers who through the programming or equipment on their account must have a non-hybrid LNBF. This includes Subscribers who: (i) are not within the continental United States and in certain low-beam areas; (ii) are within the continental United States and subscribe to programming on both the 77° and 118.7° orbital locations; or (iii) are in the continental United States and in certain low-beam areas.

**OE Number** means a unique, identifying number that DISH assigns to certain business entities that market, promote and solicit orders for Programming on behalf of DISH (or otherwise, as DISH may determine or require at Any Time and in its Sole Discretion).

**Offer** means an offer that DISH, its Affiliates, its programming providers or another Third-Party Provider may make to DISH's Subscribers or a certain type of DISH Subscriber (e.g., discounted programming for a certain number of months). Offers do not require that the Subscriber sign an agreement to participate, though the Subscriber may sign a Plan Agreement in order to participate in a Plan at the same time.

**Offer Code** is a code provided by DISH that may be tied to a particular new Subscriber Promotional Program and must be inputted in the sales tool.

**Sling Orange + Sling Blue** means the combination of single and multi-stream Sling TV domestic core programming options available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Orange + Sling Blue.

**P.M. Trouble Call** means a work order assigned to a Retailer in which the Technician Visit is scheduled between the hours of 12 p.m. and 5 p.m. or 5 p.m. and 7 p.m.

**Payment Code** means the code provided by DISH identifying applicable Incentives, including Equipment Discounts. Payment Codes are set forth in the Business Rules for each Incentive.

**Plan** means a Subscriber offer or promotion that DISH makes available to its Subscribers generally or a certain type of Subscriber. Plans require that the Subscriber sign a Plan Agreement, and may require a certain Term Commitment and/or Required Minimum Programming. DISH reserves the right to determine any given Subscriber's eligibility to participate in any given Plan in DISH's Sole Discretion.

**Plan Agreement** means the agreement provided to the Subscriber that sets forth the terms and conditions of the applicable Plan.

**Prepaid Card** means a method of payment by which a Subscriber purchases a card with a predetermined cash value, and then uses that card to pay for Eligible Programming, DISH Systems, or any other DISH services or fees, as permitted by DISH at Any Time and in its Sole Discretion. Prepaid Cards function similarly to credit and debit cards, but cannot be used for a [Standard Subscriber Qualification](#).

**Primary**, in the context of a Receiver, means the first Receiver activated on a Subscriber's DISH account.

**QAM** is Quadrature Amplitude Modulation. A technology used to deliver analog and/or digital modulation schemes of encrypted DBS service over media with limited available bandwidth. Modulating the DBS signal to pass over RG59 cabling and/or CATV designed infrastructure in the same fashion as a cable plant.

**Qualifying Card** means the credit card or debit card (if authorized by DISH, in its Sole Discretion) that a Subscriber provided to DISH for qualification for programming or other services. A Prepaid Card may not be used as a Qualifying Card when performing a [Standard Subscriber Qualification](#).

**Qualifying Month** means a period of time in which a Subscriber's account must be active within a calendar month to qualify for certain Monthly Incentives.

**Qualifying SDS Subscriber** means an individual at a Shared DISH MDU Property with a central master antenna system used for distribution of Programming and/or other DISH services who orders available, applicable [Eligible Residential Programming](#) (or Eligible MDU Residential Programming), who timely pays for all such Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in the Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from DISH or any Affiliate of DISH: (A) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or (B) at any time (in all other cases). A Qualifying SDS Subscriber shall not include any individual who would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

**Qualifying Sling TV Subscriber**: means an individual who orders Eligible Sling TV Programming, who timely pays for all Sling TV Programming ordered in full where applicable. A Qualifying Sling TV Subscriber shall not include any individual that would otherwise qualify, but whose account Sling, in its sole discretion for any reason or no reason, declines to activate.

**Qualifying Residential Programming Subscriber**

means an individual at a Residential Location or an Institutional/Residential Location who orders Eligible Residential Programming, who timely pays for all Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in a DISH Residential Programming Customer Agreement, and who has not previously received any video, audio, data, interactive or any other programming services from DISH and/or any Affiliate of DISH: **(i)** within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or **(ii)** at any time (in all other cases). A Qualifying Residential Programming Subscriber shall not include any individual who would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

**Quality Customer** means a designation that certain Qualifying Residential Programming Subscribers who subscribe under one of the DHA24 Plans may earn by meeting qualification criteria that DISH determines at Any Time and in its Sole Discretion.

**Receiver Hierarchy** means current DISH Receiver models and Receiver model families used for the reception of Eligible Programming, listed in order of most recently released and/or most advanced technology for purposes of upgrade Promotional Programs:

Receiver Model Family	Receiver Model
Hopper 3	Hopper 3
Hopper 2	Hopper 2
Hopper 1	Hopper 1
Hopper Duo	Hopper Duo
Super Joey	Super Joey
4K Joey	4K Joey
Wireless Joey	Wireless Joey / Wireless Joey 4
Wally	Wally
Joey	Joey 1 / Joey 2 / Joey 3 / Joey 4
HD Solo	ViP 211, ViP 211k, ViP 211z

Existing Subscribers are permitted to upgrade from a Joey 1, Joey 2, or a Joey 3 to a Wireless Joey. DISH Receivers support an antenna configuration that may receive Eligible Programming from up to a maximum of four orbital locations based upon geographic location and programming selected.

**Refer A Friend** is a referral program in which both the referred and referring Subscriber may receive benefits from DISH.

**Remote Area of Alaska** means an area in Alaska not included in the [Authorized Alaska ZIP Codes](#).

**Residential Basic International Programming** means Core International Programming (as listed in the following table) that qualifies for reduced incentive payments.

Residential Basic International Programming	
International Basic	Chinese Basic

**Residential Basic International Programming by Language Group** means the international programming (as listed in the following table) that does not qualify for full Incentive payments. As a pre-requisite for adding Residential Basic International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

Residential Basic International Programming by Language Group	
Brazilian (Portuguese) Language Group	Italian Language Group
Brazilian: TV Globo	Italian: Raitalia
Chinese Language Group	Pan-African Language Group
Chinese: Elite Pack	Pan-African: Bouquet
<b>Filipino (Tagalog) Language Group</b>	<b>Polish Language Group</b>
Filipino: GMA Pinoy Package	Polish: Polsat1 International
Filipino: Pinoy Mega Pack	Polish: TVN Complete
French Language Group	Portuguese Language Group
French: TV5 Monde	Portuguese: RTP1
General International and Cricket	Taiwanese Language Group
English: Willow Cricket	Taiwanese: Elite Pack
Greek Language Group	Tamil Language Group
Greek: Mega Pack	Tamil: Mega Pack
Greek: Antenna Satellite	Tamil: Jaya Pack
Hebrew (Israeli) Language Group	Telugu Language Group
Hebrew: Israeli Select Package	Telugu: Economy Pack
Hindi Language Group	Urdu Language Group
Hindi: Movie Pack	Urdu: Geo TV
Hindi: Aapka Colors / Sony	<b>Vietnamese Language Group</b>
Hindi: Star+ / Zee TV	Vietnamese: My Viet Pack
Hindi: Sony / Zee TV	

**Residential Customer Agreement (RCA)** means DISH's Residential Customer Agreement, which can be found on [www.dish.com](http://www.dish.com).

**Residential Eligible International Programming by Language Group** means the international programming (as listed in the following table) that qualifies for full Incentive payments . As a pre-requisite for adding Residential Eligible International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

<b>Residential Eligible International Programming by Language Group</b>	
Arabic Language Group	Italian Language Group
Arabic: Elite Pack Arabic: Enhanced Pack Arabic: Elite Super Pack	Italian: Panorama Italiano
Bangla Language Group	Japanese Language Group
Bangla: Mega Pack	Japanese: TV Japan
Bengali Language Group	Kannada Language Group
Bengali: Prabasi Pack	Kannada: Mega Pack
Brazilian (Portuguese) Language Group	Malayalam Language Group
Portuguese: Brazilian Clube Portuguese: Brazilian Elite Pack Portuguese: Brasil Mais	Malayalam: Asianet Malayalam: Gold Malayalam: Mega
Cantonese Language Group	Marathi Language Group
Cantonese: Jadeworld	Marathi: Maha Pack
Chinese Language Group	Polish Language Group
Mandarin: Great Wall TV Package	Polish: Premium Pack Polish: Super Pack
French Language Group	Portuguese Language Group
French: Bouquet	Portuguese: Luso Pack
German Language Group	Punjabi Language Group
German: Mega Pack	Punjabi: JUS Pack Punjabi: Mega Pack
Greek Language Group	Taiwanese Language Group
Greek: Elite Pack	Taiwanese: Mega Pack
Hebrew (Israeli) Language Group	Tamil Language Group
Hebrew: The Israeli Network	Tamil: Mosaic Pack Tamil: SUN Pack
Hindi Language Group	Telugu Language Group
Hindi: Elite Pack Hindi: Mega Pack Hindi: Premium Pack	Telugu: Mega Pack
	Urdu Language Group
	Urdu: ARY Urdu: Geo Urdu: Pak Mega

**Residential Fees** means monthly fees outlined in the Residential Customer Agreement.

**Residential Required Minimum Programming** means the minimum level of programming that may be required for each Promotional Program that the Subscriber must subscribe to in order to participate in that particular Plan. If the Subscriber downgrades below that required programming level, as specified in the Plan, the Subscriber: (1) may owe DISH a Cancellation Fee; and/or (2) may forfeit any promotional benefits that the Subscriber may have otherwise been eligible to receive.

<b>Required Minimum Programming Packages</b>	
DishLATINO Básico	Eligible Basic International Programming
Flex Pack	Smart Pack
DISH America	America's Top 120

**Residential Standard Professional Installation (Residential SPI)** includes the following requirements for each Residential Subscriber Account. Promotional Programs may require that a Residential Standard Professional Installation be included; however, Retailers may, as permitted by DISH in writing, charge Subscribers additional fees for additional services not covered by their Plan or other applicable DISH policies, procedures and warranties.



## DISH Retailer Master Business Rules

The following items/services are included in a Residential Standard Professional Installation:

- Pre-installation site survey.
- A performance of a signal strength test.
- Installation of antenna(s), Receiver(s), and connection(s) per the Subscriber's Plan Agreement.
- An exterior cable run and the penetration of 1 exterior wall with necessary wiring to the Receivers and televisions.
- Single-tuner configurations require connection of 1 television, 1 VCR/DVD player and 1 phone line to the Receiver. Dual-tuner configurations may require an additional connection of a Standard Definition signal to a second television and VCR/DVD player that may not be located in the same room as the Receiver.
- Integrating Receiver(s) with existing Subscriber audio-visual equipment, if compatible. Upon completion of the installation, the Subscriber's system should operate the same as when the technician arrived.
- [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#).
- Installation of up to 150 feet of RG-6 cable.
- Wall plates, bushings, and fittings as needed.
- Sealing and weatherproofing of all exterior penetrations.
- System peaking (i.e., obtaining an optimum signal for the best picture reception).
- Grounding of system components per National Electric Code (NEC) specifications.
- Wall fish to interior or exterior wall (may require an attic crawl). The number of Receivers in the installation will determine how many are necessary.
- MPEG-4 Receivers ONLY: Installation of an appropriate HDMI or component cable, which will provide the best picture quality when Receiver is hooked up to an SD or HD TV.
- Receiver models ViP 612, ViP 622, ViP 722, ViP 722k, Wally, Hopper 3, Hopper 2, Hopper 1, or Hopper Duo must be connected to a broadband home network.
- All satellite Receivers must be installed with signal access from either 110° and 119° or 61.5° and 72.7° orbital locations.
- Subscriber education on all Receivers and programming.
- If necessary, the installation will also include the following, which are custom installations:
  - Attic crawl (custom labor).
  - Pole mounts with up to 50 feet of trenching. Trenching beyond 50 feet is subject to additional charges due at the time of installation.
  - Eave mount (custom mount).
  - Chimney mount (custom mount).
  - Tripod installations (custom mount).

**Residential Subscriber Qualification** - Retailers must attempt to qualify a prospective Subscriber in Axiom using the Household and Eligibility tabs. To qualify a Subscriber, Retailers must fully and correctly enter, as applicable:

- the Subscriber's valid name;
- the Subscriber's Billing Address;
- the Subscriber's Service Address, to ensure Subscribers are placed in their proper Designated Market Area (DMA), as defined by Nielsen, for purposes of determining which Programming the Subscriber is eligible to receive;
- the Subscriber's SSN or ITIN; and
- A valid major credit card or debit card number (as applicable and as determined by DISH at Any Time and in its Sole Discretion) issued to the Subscriber who will be signing the Plan Agreement.
  - Please note that at or about the time of credit card or debit card validation during the new qualification process described above, up to \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
  - A Subscriber's credit card or debit card may not be used to qualify more than 1 residential Subscriber account for any reason. Using one credit/debit card to qualify more than 1 Subscriber account will result in chargeback of all Incentives, including Equipment Discounts, paid to the Retailer.
  - Please note that a Retailer may not, under any circumstances, use their own credit card or debit card to qualify a Subscriber account that is not their own primary DISH account. A Retailer found using their credit card or debit card on any Subscriber account other than their own will be subject to action up to and including termination.
  - Please note that a Prepaid Card may not be used to qualify a Subscriber.

- The Promotional Program that the Subscriber qualifies for will be displayed in the Other Info section of the Summary after completion of the Eligibility tab.

**Retailer Agreement** is a DISH Retailer Agreement and/or DISH Distributor Retailer Agreement.

**Retailer Locator** means a web-based tool that potential and existing Subscribers may use to identify and locate Retailers in their area based on ZIP code. Qualifying Retailers may be eligible to appear in search results produced by the Retailer Locator.

**Retailer of Record (ROR)** means the original Retailer who installed and activated a Subscriber.

**Retailer SDS Property Profile Form** means the form that must be submitted by Retailers to DISH to register a Shared DISH MDU Property.

**Return Authorization Number (RA Number)** means a number provided by DISH for a Retailer to use in returning equipment.

**Right of Entry Agreement** means an agreement entered into between the property owner or authorized manager and the Retailer granting the Retailer the right to install, service, and maintain a Shared DISH System at the property for purposes of delivering digital services to the property on either an exclusive or non-exclusive basis.

**SDS Subscriber** or **MDU Residential Subscriber** means a Subscriber with an [Shared DISH System](#) Subscriber Account.

**SDS Subscriber Account** means the Subscriber account set up and maintained by DISH for a Qualifying Residential Programming Subscriber at a SDS Location who purchased or leased a Receiver and for whom available, applicable Eligible Residential Programming (or Eligible MDU Residential Programming) has been activated by DISH and which Subscriber account remains active and in good standing.

**Secondary** or **secondary** in the context of a Receiver, means any Receiver activated on a Subscriber's DISH account after the first Receiver.

**Partner Hub** means the website DISH has created for use by its Retailers, which is currently located at <https://partnerhub.dish.com>.

**Selling Code** means a code that must be provided to the CSR on the [DASH Line](#) when it is necessary for the CSR to create and build the Subscriber's account.

Selling Code Required When Calling the DASH Line	
Selling Code Description	Selling Code
Subscribers sold and activated through a Retailer	20RETAIL

**Service Access Fee** is a \$6 monthly fee charged to Subscribers who do not subscribe to Residential Required Minimum Qualified Programming.

**Shared DISH MDU Property** or **SDS Location** means an MDU Property with a Shared DISH System (SDS).

**Shared DISH System (SDS)** is the system utilized to distribute programming throughout a Shared DISH MDU Property to Qualifying SDS Subscribers using a centralized distribution method. This system can be one, or a combination of the system types identified below.

**Showroom Account** means an account provided by DISH at Any Time and in its Sole Discretion to eligible Retailers giving Retailers the opportunity to receive Programming for the sole and exclusive purpose of demonstrating DISH's state-of-the-art equipment and extensive Programming in order to market, promote and solicit orders for Programming. Certain Mall Kiosks may qualify as Showroom Accounts based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business Rules. Eligibility of a Mall Kiosk location may be determined by DISH at Any Time and in its Sole Discretion.

**Sling** means Sling TV L.L.C. For clarity, Sling TV will not include the "Sling" software functionality available on certain DISH Receivers, including, without limitation, the Hopper 2.

**Sling Adapter** is a connectivity device which allows a Receiver's functionality to be accessed remotely via an Internet connection with Receiver models ViP 722, ViP 722k and Hopper 1.

**SlingLink HomePlug** is a connectivity device that enables Receivers to be connected to the Internet.

**Sling Blue** means the multi-stream Sling TV domestic core programming option available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Blue programming.

**Sling International** means the International core programming available to new Sling TV Subscribers. International add-on packages are also available in addition to the Sling International core packages.

**Sling Orange** means the single stream Sling TV domestic core programming option available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Orange programming.

**Sling TV Latino** means the Latino core programming available to new Sling TV Subscribers. Latino add-on packages are also available in addition to the Sling TV Latino core packages.

**Sling TV** means the streaming TV service Retailers may sell to new Sling TV Subscribers in Axiom. For clarity, Sling TV will not include the "Sling" software functionality available on certain DISH Receivers, including, without limitation, the Hopper 2

**Sling TV Subscriber Account** means the Subscriber account maintained by Sling TV for a Qualifying Sling TV Subscriber and for whom Eligible Sling TV Programming has been activated and which Subscriber account remains active and in good standing.

**SMATV** means Satellite Master Antenna Television, a technology used by DBS installers to deliver modulated video services to buildings. One or more master satellite dishes receive broadcast signals which are then distributed to subscribers within a building or complex.

**Solo**, in the context of a Receiver, means: (i) a Receiver with 1 tuner; or (ii) a Receiver with 2 tuners that will function on only 1 television. See Receiver for a listing of all the various Receivers.

**Social Security Number (SSN)** means the identification number designating a Social Security account. Each SSN that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

**Standard Definition (SD)** television is a format of video broadcasting. See [Receiver](#) for a listing of all of the various Receivers.

**Standard Professional Installation (SPI)** includes [Residential Standard Professional Installation](#).

**Standard Subscriber Qualification** includes the [Residential Subscriber Qualification](#) and [Existing Residential Subscriber Qualification](#).

**Subscriber** means a Residential Subscriber who subscribes or otherwise purchases Programming or other services from DISH or a third-party who has been authorized by DISH to provide such Programming or other services.

**SUMMIT Advantage Retailer** means a Retailer who meets certain Subscriber retention levels and other criteria, as determined by DISH at Any Time and in its Sole Discretion, as detailed in the [Customer Retention Program \(CRP\) and Summit Advantage Business Rules](#).

**Super Joey**, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal from a Hopper 1 or Hopper 2 and provides the Hopper 1 or Hopper 2 with two additional tuners. See [Receiver Hierarchy](#) for a listing of all DISH Receiver types.

**Switch** means a device used in conjunction with an antenna to combine the signal from 2 or more satellites.

**Tailgater** means a portable antenna that is used by a Subscriber for the purpose of receiving an Eligible Programming signal.

**Technician Visit** means a visit to a Subscriber’s location by a DISH or Retailer technician.

**Technician Visit Fee** means a fee paid for service calls after 60 days following the initial activation or upgrade of a Subscriber’s account. If the Subscriber contacts DISH to schedule the Technician Visit, DISH will collect the Technician Visit Fee. The Technician Visit Fee will be paid by the Subscriber to the Retailer for upgrades under all Existing Subscriber Promotional Programs excluding DISH Move-In Deal and DISH Move-In Deal Receiver Upgrade.

When a participating Retailer is contacted directly by the Subscriber for a service call, that Retailer should open an RA in Partner Hub under **Manage > Store > Obtain an RA Number for Return**. Select **Return Receiver** and click **Next Step**. Enter the Receiver’s Serial or CAID number and click **Look Up**. Information about the Receiver, including whether it is covered by the DISH Protect will display. Alternatively, the Retailer may look up the customer in the Existing Customer Flow in Axiom which also displays whether the DISH Protect is in force. If the Retailer does not have access to Partner Hub or Axiom, they may call Retailer Services at (303) 222-3010.

Technician Visit Fees for Subscribers with or without DISH Protect				
IHSP	Subscriber within first 60 days of activation or previous Technician Visit	With DISH Protect and qualifies as Change Receiver Plan A*	Greater than 60 days since activation or previous Technician Visit with DISH Protect	Greater than 60 days since activation or previous Technician Visit without DISH Protect
\$0	\$0	\$0	\$0	\$95

\*Retailers must look up the Subscriber’s Account in Axiom to determine whether a Residential Subscriber is Plan A, B, C or D. The plan status for Change Receiver will determine the Technician Visit Fee that may be charged.

Collection of Technician Visit Fees		
Method that Work Order was Created	Collected By Retailer	Collected By DISH
Subscriber contacted DISH		X
Subscriber contacted Retailer	X	
Existing Subscriber Promotional Programs	X	

**Telco Customer Offer** means a Subscriber offer that a Telco Partner may make available to potential qualifying Subscribers in such Telco Partner’s territory.

**Telco Partner** means a telecommunications company that has an agreement with DISH to market, promote and solicit orders for certain Programming and/or other services and provide Subscribers with a bundled bill for such Programming and/or other services.

**Term Commitment** means the length of time for which a Subscriber agrees to subscribe to Required Minimum Programming under a Plan Agreement. If during a Term Commitment, the Subscriber participates in [DISH Pause](#) or any other program that temporarily suspends the Subscriber’s account, the Subscriber’s Term Commitment will be extended by the number of days for which the account was suspended.

**Third-Party Provider** means an independent contractor, subcontractor, Affiliate, agent, sub-agent or any other person not employed by Retailer (i.e., a person or company who receives a 1099 tax form from Retailer).

**Trouble Call Acceptance Deadline** means the date and time a Retailer must indicate if they accept or reject an assigned work order.

**Unreturned Equipment Charges** means the fee that will be assessed if the Subscriber does not return their DISH equipment as required. The Subscriber must pay (and DISH will charge to the Subscriber’s DISH account or Qualifying Card, at DISH’s option), the following Unreturned Equipment Charges, as applicable:

- Hopper 3: \$350
- Hopper 2: \$100

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- Hopper Plus: \$100
- Hopper Duo: \$150
- Wally: \$100
- 4K Joey: \$100
- Super Joey: \$100
- Wireless Joey: \$50
- Wireless Joey 4: \$100
- Joey 3: \$50
- Joey 4: \$100
- Outdoor LNBF: \$49

If the Subscriber's account is involuntarily deactivated for failure to pay the bill or otherwise, DISH will charge the Unreturned Equipment Charges within 72 hours following deactivation, and will refund such charges upon receipt of the applicable equipment.

**Wally**, in the context of a Receiver, means an HD solo, non-DVR Receiver.

**Western Arc Configuration** means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Western Arc Markets.

**Western Arc Markets** include all programming DMAs not designated as Eastern Arc Markets.

**Wireless Broadband Connector** is a device used to provide wireless Internet connectivity to Receiver models ViP 622, ViP 722, ViP 722k, Wally and Hopper 1.

**Wireless Joey**, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal wirelessly from a Wireless Joey Access Point connected to a Hopper 3, Hopper 2 or a Hopper 1. See Receiver for a listing of all the various Receiver types.

**Wireless Joey Access Point** means a piece of equipment that connects to a Hopper 3, Hopper 2 or a Hopper 1 and creates a closed wireless network for up to 3 Wireless Joeyes.

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