

## DFH NETWORK SERVICE AGREEMENT

Thank you for choosing DFH NETWORK for your programming services. DFH NETWORK provides Turkish programming services via Internet and/or Satellite feed to households in the United States.

In the event that you need to contact Customer Service we would be happy to assist you with your request.

You may contact DFH NETWORK's Customer Service Center by:

**Phone:** 877-433-4638 (877-4DFHNET)

**Fax:** 949-707-1826

**E-mail:** info@dfhnet.com

**Mail:** **Customer Service**  
5 Hutton Centre Dr Ste 130  
Santa Ana, CA 92707

**Website:** www.dfhnet.com

### OFFICE HOURS

6:00 AM Pacific Time to 8:00 PM Pacific Time Monday through Friday and 8:00 AM Pacific Time to 5:00 PM Pacific Time on Saturday and Sunday for your convenience. You may contact us by phone, fax, e-mail or mail.

This is the Customer Agreement ("Agreement") between DFH NETWORK and you as a customer of DFH NETWORK. Please make a copy of this agreement for your records.

For purposes of this Service Agreement and any customer agreement(s) applicable to the promotion(s) under which you are receiving services and/or equipment from DFH NETWORK (each, a "Subscription / Promotion Agreement") (i) "**You,**" "**your,**" or "**Customer**" means the **DFH NETWORK Subscriber** and (ii) "**DFH NETWORK,**" "**we,**" "**company,**" "**us,**" or "**our**" means **DFH NETWORK, Inc.** or where applicable under the particular circumstances, any of its authorized agents.

"**Applicable Fees and Charges**" means the fees and charges identified below;

"**Smart card**" means the card inserted into the receiver unit and used in the reception of DFH Satellite programming services;

"**Equipment**" means the equipment (e.g., a receiver unit, smart card, remote control unit, and receiving antenna/dish) that is used to receive DFH NETWORK programming services.

**THIS AGREEMENT CONTAINS THE TERMS OF YOUR USE OF SERVICES PROVIDED BY DFH NETWORK INC. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY DFH NETWORK INC IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE (OUR CONTACT INFORMATION IS PROVIDED IN THIS AGREEMENT). HOWEVER, IF YOU DO NOT CANCEL YOUR SERVICE WITHIN 30 DAYS OF INITIATION OF YOUR SERVICE AND INSTEAD CONTINUE TO RECEIVE YOUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS, AND THAT THEY WILL BE LEGALLY BINDING ON YOU. IN ADDITION, THE INDIVIDUAL TERMS AND CONDITIONS IN THIS AGREEMENT, WHETHER OR NOT MODIFIED, SHALL SURVIVE THE CANCELLATION OF YOUR SERVICE. IF YOU DO CANCEL THE SERVICE YOU WILL NOT BE ENTITLED TO A REFUND**

## **OF ANY PREPAID SUBSCRIPTION AMOUNTS IN CONNECTION WITH A DFH NETWORK OFFER OR PROMOTION.**

### **1) The DFH NETWORK Service**

A. Services Defined. “Service(s)” means all video, audio, data (whether satellite or internet) interactive and other programming services and all other services that are currently available from DFH NETWORK (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. Minimum Programming Levels. DFH NETWORK Promotions and/or Services require minimum programming and you must subscribe to such programming in order to receive additional services/packages. We may change such minimum programming requirements at any time.

C. Equipment. DFH NETWORK receivers are custom manufactured for DFH NETWORK’s Satellite and/or Internet programming **ONLY**. This receiver will only work with your PAID SUBSCRIPTION to DFH NETWORK. If you do not accept this feature of the receiver, please return the product within seven (7) days without opening the box. For further questions please call DFH NETWORK customer service department.

D. Programming Availability. Certain services, including without limitation, some subscription Services, may be blacked out in your viewing area; if you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. Professional sporting events, local, national and international news, shows and programming may be subject to blackouts per the affiliated organizations nationwide and worldwide broadcast rules. Due to these blackouts, not all programming and services will be available at all times and programming may be subject to change.

Blackouts are a factor in every programming distribution service. Blackouts are determined primarily according to who has the right to broadcast a given sporting event or other contents in a given area, and are defined by the leagues, sports organizations, production companies, etc.... If a national broadcasting service such as ESPN, ABC, NBC, CBS, or FOX has the national rights to broadcast professional sporting events or other contents, customers may or may not be able to receive that sporting event or other contents through their DFH subscription(s) depending on the local market in which they live. Regional sports networks do not obtain national broadcast rights to professional sports.

E. Changing Your Programming Selection. Unless otherwise specified in this Agreement or any applicable Promotion Agreement(s), you may change your programming selection any time by notifying us. A Change of Service Fee (as detailed in Section 16) may apply to such programming changes.

F. Private Home Viewing Only. We provide programming and other services to you for your private use, enjoyment, and home viewing. You agree that the programming will not be viewed in areas open to the public. The programming services may not be rebroadcast, transmitted, or performed, nor may admission be charged for its viewing. The programming services may not be recorded for commercial and distributional purposes.

G. Changes in Programming Services and Fees. We reserve the right to change the programming packages, programming services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the service provided on

all programming packages. For any changes to the programming packages, prices, or fees that are within our control, notice will be approximately one (1) month in advance.

## **2) Agreement to Terms and Conditions**

Customer promises to pay, by the payment due date, amounts billed by DFH NETWORK for programming services and related fees, taxes, and charges. Customer authorizes DFH NETWORK to make inquiries into Customer's credit worthiness, including receipt and review of credit bureau information. Customer's receipt of services constitutes Customer's acceptance of and agreement to all terms and conditions of this Agreement. DFH NETWORK reserves the right to change these terms and conditions, including the Applicable Fees and Charges. If any changes are made, DFH NETWORK will announce it on DFH screen describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any of our offer or promotion. If you do not cancel your service, your continued receipt of any service is considered to be your acceptance of that change. In addition, the individual terms and conditions in this Agreement, whether or not modified, shall survive the cancellation of your service.

## **3) Billing Statements and Payments:**

DFH NETWORK will send you a statement for each billing cycle (except for monthly subscriptions and internet programming subscriptions) unless you have zero or nominal balance, or a nominal credit balance, on your account at the end of a billing cycle or your account is on automatic Credit Card payment. Statement will show: a) Payments, credits, purchases, and any other charges to your account; and b) The amount you owe to us, and the payment due date.

Payments must be made via credit card, check or money order payable to DFH NETWORK Inc. in U.S. Dollars. DFH NETWORK reserves the right, but not the obligation, to accept credit card payments made in U.S. Dollars. DFH NETWORK also reserves the right to require the payment be made via cashier's check, money order or credit card. Payment of the outstanding balance is due in full each month.

If DFH NETWORK does not receive payment from you by the payment due date, or if you fail to pay in a timely manner any other obligation(s) of whatever kind or nature to us and / or any third party seller, financier, or lessor of Equipment with whom we, our authorized agents, or affiliates has a contractual agreement (whether or not such obligation(s) results from this Agreement or our provision of programming services to you) DFH NETWORK has the right, subject to applicable law, to inactivate your service upon the expiration of any applicable grace period(s) with respect to the amount(s) due. DFH NETWORK may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. Administrative Late Fees will be assessed monthly as allowed by applicable law until the total outstanding account balance, including Administrative Late Fees and all other charges, are paid. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, we can, but are not required, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement.

## **4) Payment for Service**

You promise to pay for:

a) All DFH NETWORK subscription and other services (if any) ordered by you or anyone who uses your Equipment, whether with or without your permission, through all periods until you cancel the subscription and other services;

b) Administrative fees (e.g., Administrative Late Fees, Returned Payment Fees, Cancellation Fees) and any other fees as provided for in this Agreement or by applicable law; and

c) All taxes or other governmental fees, including, but not limited to, payment of all federal, state, local, and user taxes, franchise fees, and other charges, if any, which are not or may in the future be assessed because you receive our service. If you paid for an annual subscription to any of our programming service and your account is past due for any amounts owed to us, we have the right, but not the obligation, to convert your annual subscription into a monthly subscription. If we elect to make this conversion, it will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, is applied to any past due amounts, and any remaining credit is applied to your future monthly services.

d) DFH Satellite Programming and internet programming offer monthly, quarterly, semi-annually or annually billing options.

Satellite Programming: Monthly subscriptions are recurring month-to-month credit card charges. We accept VISA, MasterCard or AMERICAN EXPRESS. For all other subscription term options you may pay with Check, Money Order, Cashier's check, VISA, MasterCard or AMERICAN EXPRESS.

Internet Programming: You will be billed on the 1<sup>st</sup> of each month according to the choice of your subscription option. You can pay with VISA, MasterCard or AMERICAN EXPRESS for this type of service.

## **5) What to do when there is a QUESTION ABOUT Your STATEMENT**

If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DFH NETWORK Customer Service in writing at the address, fax and e-mail indicated above or by calling 877-433-4638.

We are committed to responding to you and resolving any disputes you have as promptly as we can. You must call DFH NETWORK Customer Service, fax, e-mail or mail all correspondence separately to the addresses and numbers indicated above. If you would like to contact us in writing, please include the following information:

- Your name and account number;
- The dollar amount in question;
- A description of the suspected error;
- Explain, if you can, why you believe there is an error; and

Please include any suggestions you may have for solving the problem. If you need more information about an item, describe the item and what information you need.

Call or write us as soon as possible. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. Undisputed portions of the statement must be paid by the payment due date to avoid an Administrative Late Fee and possible inactivation of services.

## **6) Closing Your Account**

You may put your account on hold, modify the services you receive, or cancel your account, by notifying DFH NETWORK Customer Service. Your notice becomes effective when received by us. If you cancel your account, you are still responsible for all outstanding balances accrued through the date of cancellation as well as the Cancellation Fee specified in Section 16. We will credit your final statement for any amounts prepaid or paid in advance by you, with the

exception of non-refundable payments. If you do not pay in full the amount due on your final statement, any outstanding balances will continue to accrue Administrative Late Fees and other charges as permitted by law and will be subject to the terms and conditions of this Agreement.

## **7) Fees and Charges**

You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments, and reactivation are not interest charges. You understand and agree that all such fees are as prescribed by law in the state in which your service address is located and if not so prescribed, and reasonably related to the actual expense we incur or is required to expand as a result of late or unsatisfied payment. In case of late payment or non-payment for any of our programming services ordered by you or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. In addition to the amounts due for our programming services, you agree to pay the charges below.

**a) Smart Card Replacement Fee:** If you report to DFH NETWORK Customer Service that the Smart Card for your Satellite receiver unit is lost, damaged, defective, or stolen, and our evaluation of the Smart Card (if available) does not reveal unauthorized tampering or modification, then we agree to replace the Smart Card upon your request. You may be charged a Smart Card Replacement Fee up to the amount stated in Section 16.

If you return your old Smart Card to DFH NETWORK Customer Service, you may receive partial credit to your account. If you request overnight delivery of the replacement Smart Card, you must pay the cost incurred to us for shipping the Smart Card plus a handling fee up to the amount stated in Section 16. Smart Cards are non-transferable.

**b) Administrative Late Fee:** If your payment is not received by us by the due date appearing on the bill, you may be charged an Administrative Late Fee up to the amount stated in Section 16.

**c) Deposits:** If your service is inactivated because you did not submit payments on time or for any other reason, in addition to the payment of past due amounts, including the Cancellation Fee, we may require a deposit before reactivating your programming service. Amounts deposited by you will appear on your statements as credits, and programming service charges and other fees will be deducted each billing cycle from the deposit amount. Deposits shall not earn or accrue interest.

**d) Duplicate Statement Fee:** You may be charged a Duplicate Statement Fee for each statement copy that you request up to the amount stated in Section 16.

**e) Cancellation Fee:** If your programming service is inactivated because of your failure to pay any past due amounts referenced in Section 2 above, you agree to pay a Cancellation Fee up to the amount stated in Section 16. To reactivate your service, you must bring your account up to date by payment in full of any outstanding balance, fees, and charges, and timely paying any other past due obligation (s) (whether or not such obligation [s] result from this Agreement or our provision of programming services to you) owed to us and/or any third party seller, financier, or lessor of the Equipment with whom we, our authorized agents, or our affiliates have a contractual agreement. If your programming service is inactivated in accordance with your request, we may charge you, and you agree to pay, a Cancellation Fee up to the amount stated in Section 16.

**f) Returned Payment Fee:** If the bank or other financial institution which your payment is drawn refuses to pay us for any reason and the check, money order, credit card payment, or any other instrument is returned to us unpaid, you agree to pay a Returned Payment Fee up to the amount stated in Section 16 (to the extent allowed by applicable law).

### **8) Collection of Amounts Owed to us**

If we choose to use any collection agency or attorney to collect the money that you owe us or assert any other right which we may have against you, you agree to pay the reasonable costs of collection and/or other action including but not limited to, the costs of a collection agency, reasonable attorneys' fees, and court costs as provided by applicable law.

### **9) Provision of Service**

DFH NETWORK is not responsible for interruptions that are beyond its control including, without limitation, acts of God, power failure, or any other cause. DFH NETWORK makes no warranties, either expressed or implied, regarding equipment or any services provided to you. All such warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. DFH NETWORK is also not responsible for any incidental or consequential damages relating to the DFH equipment or any services provided to you, whether based on negligence or otherwise.

In addition, it is your responsibility to impose any restrictions on viewing by you, other members of your household, your or their invitees, and we will have no liability to anyone due to or based on the content of any of the programming or other services provided by us. You acknowledge that your Equipment has been acquired separate and apart from this Agreement. Any rights and remedies with respect to the Equipment must be handled directly with the manufacturer or supplier of such equipment. In case of any problems related to your Equipment occurs, please call DFH NETWORK Customer Service Center at **877-433-4638 (877-4DFHNET)** for manufacturer referral.

**a) Authorized Suppliers & Installers.** DFH NETWORK does not install any of the equipment you use to receive the DFH Services. DFH NETWORK only provides the service/content and the equipment. You must purchase your equipment from DFH NETWORK headquarters or its authorized dealers only. Any other source of equipment which is not approved by us and any consequences arise thereto will be solely your responsibility. We are the only authorized repair/service center in USA and the only part supplier of your equipment. Unauthorized repair/service or tampering with the warranty labels will terminate all granted warranties.

**b) Installations** DFH NETWORK is not liable for any damage to your property or home resulting from installation of any Equipment whether by DFH authorized installers or any other installer. If you have any complaints about your Equipment installation, you should direct them to your authorized seller or installer. A return of Equipment is subject to our return policy restrictions in Returns section below.

### **10) DFH NETWORK's intellectual property**

Smart Cards are the property of DFH NETWORK, and any tampering or other unauthorized modification to the Smart Card may result in, and subject you to, legal action.

#### **a) Technology**

It is prohibited to copy, de-compile, disassemble, reverse engineer or manipulate any technology incorporated in receivers compatible with the DFH NETWORK system. Furthermore,

intellectual property rights including patent rights, copyrights, protect DFH NETWORK software included in this product. The user of this or any other software contained in the DFH NETWORK system is explicitly prohibited from attempting to copy, de-compile, reverse engineer, or disassemble the object code, or in any other way convert the object code into human-readable form. The software is licensed solely for use within the product.

**b) Liability for Unauthorized Use:**

If your Equipment is stolen or otherwise removed from your premises without your authorization you must notify DFH NETWORK Customer Service immediately, but in any event not more than five (5) days after such removal, or else you may be liable for payment to us for unauthorized use of your Equipment. You will not be liable for unauthorized use after we have received your notification.

**11) Change of Name, Address, or Telephone Number**

You agree to give us prompt notice of your change of name, mailing address, residency address, or telephone number. You may do this by notifying DFH NETWORK Customer Service by telephone, by fax, by e-mail or in writing.

**12) Assignment of Account**

DFH NETWORK may sell, assign, or transfer your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to DFH NETWORK in accordance with your billing statement.

**13) Sale or Transfer of Equipment/DFH Network Programming Services**

You agree to notify us immediately, but in any event not more than five (5) days, after you sell, give away, or otherwise transfer your Equipment to anyone else. You are considered the registered owner of the Equipment and recipient of our programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service without our written consent. If you do, we may inactivate your service.

**14) Applicable Law**

The rights and duties of the parties to this Agreement, including all matters relating in any way to the subject matter of this contract (including, but not limited to validity, construction, performance, and enforcement), shall be governed, construed and enforced under the laws of the State of California, with jurisdiction in Orange County, California. Some matters of this contract may be subject to federal law, the rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where service is provided. This Agreement is subject to amendment, modification, or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

**15) Notice**

Notices to you shall be deemed given when deposited in the U.S. Mail and addressed to you at your last known address, or hand delivered to you or your place of residence. DFH NETWORK reserves the right to provide notice to you electronically or by telephone, and such notice shall be deemed given when left with you. Your notice to us shall be deemed given when received by DFH NETWORK.

## 16) Applicable Fees and Charges

You may be charged, and agree to pay, the fees described below in amounts not to exceed the following:

<b>Transactional Fees</b>		
<b>Type of fee</b>	<b>Amount</b>	<b>Description of When Fee Applies</b>
Complete Satellite System with Hybrid HD Receiver (Dish-Receiver-Remote Control-SmartCard)	\$ 228.00	For promotional offers please call DFH Network's Customer Service
Hybrid HD Receiver with Remote Control	\$ 108.00	For promotional offers please call DFH Network's Customer Service
IP Only HD Receiver with Remote Control	\$ 99.00	For promotional offers please call DFH Network's Customer Service
SmartCard replacement fee	\$ 70.00	Lost or damaged SmartCards will be replaced under customer's expense.
Administrative Late Fee	\$ 10.00	Applies to all past due invoices
Change of Service Fee	\$ 5.00	Applicable when service type is changed.
Duplicate Statement Fee	\$ 2.00	Applies when a duplicate statement is verbally/ written requested by customer
Delivery Fee		Determined according to Zip Code and Service type
COD (Collect-On-Delivery) Fee		Determined by the parcel carrier company
Cancellation Fee	\$ 15.00	Applies when a service is cancelled prior to cycle end date
Repair Service Fee	\$ 29.95	Applies when an Out-Of-Warranty Repair charge is required.
Re-stocking Fee for Complete System	\$ 40.00	Any system returned for any reason is subject to Re-stocking fee.
Re-stocking Fee for Receiver	\$20.00	Any receiver returned for any reason is subject to Re-stocking fee.
Returned Payment Fee	\$ 25.00	Applies when a check bounces or a charge is disputed without a valid reason.
Proof Of Purchase Search Fee	\$ 5.00	Items received without a proof of purchase will require a search in customer files.
Check-out Fee	\$ 25.00	Any equipment claimed to be defective and found to be not is subject to Check-out fee.

## 17) Programming Requiring Electricity Connection

DFH NETWORK may require that the receiver unit(s) be directly and continuously connected to electricity as a condition of its provision of certain services to you. If the receiver unit(s) is not so connected we may, at its discretion, inactivate such services. If such services are inactivated, you are still responsible for payment of all outstanding balances for such services accrued through the date of inactivation.



## **18) Arbitration**

Any controversy, claim, dispute or disagreement arising out of, or relating to, this Agreement or any services provided by us which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered into any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder, including the cost of the record or transcripts thereof, if any, administrative fees, attorneys' fees and all other fees involved, shall be awarded to the prevailing party, unless otherwise allocated in an equitable manner as determined by the arbitrator.

## **Purchase Policies**

### **PRICES**

DFH NETWORK's prices are current as of the date of publication. Information of a more technical nature is available upon request by e-mail. Taxes, if applicable, are the responsibility of the customer. All prices are subject to change without prior notice. Not responsible for typographical errors or misprints. All information, prices, and offers are subject to change without prior notice.

### **TERMS**

DFH NETWORK accepts MONEY ORDER, CHECKS, VISA, MASTERCARD and AMERICAN EXPRESS. All merchandise will be shipped by standard ground, unless otherwise specified. 2 Day and Overnight deliveries are available upon request.

### **PRODUCT INFORMATION**

The information listed here is, of necessity, condense. Detailed specification or other technical assistance is provided upon request when available.

### **CANCELLATION OF SERVICE**

- a) Your service will continue until called as provided herein, your subscription will be automatically renewed unless you contact us to cancel as provided for in the next paragraph.
- b) You have the right to cancel your service for any reason at any time by notifying us via telephone or in writing at the phone number or address set forth on page 1, above. Please be aware that certain promotional offers have a minimum subscription commitment (usually 12 months and up to 24 months) and if you cancel your service prior to the expiration of that commitment, certain early termination fees may apply.
- c) DFH NETWORK has the right to terminate your service at any time without providing notice to you if: you fail to pay your bill when it is due; we receive confirmation that you have received the Services or any part of the services without paying for them or you otherwise violate the terms of this Agreement.
- d) If your service is cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable fees.

## **CANCELLATION POLICY**

If you have a subscription agreement you cannot cancel your account until the agreement term is met. You must pay an early termination fee up to the amount stated in Subscription agreement to cancel your account.

If you would like to cancel your account there is a cancellation fee up to the amount stated in Section 16 if you are in your subscription cycle. This fee will not be charged if you are at the end of your subscription cycle. In order to reactivate there is an activation fee as stated in Section 16.

## **HOLD POLICY**

You are entitled to put your account on hold for a period of 30 days each year one time only. If you fail to notify us for activation on the 30<sup>th</sup> day, account will be activated automatically and your accounting cycle will start. All outstanding balances must be paid prior to putting your account on hold. We may and will collect any applicable fees at any time.

## **AUTO ACTIVATION POLICY**

There are two types of auto activation;

- If you have purchased a new complete system, account must be activated within 15 days after the delivery date. If you fail to activate your subscription within 15 days period after the delivery date, system will be activated automatically on the 15<sup>th</sup> day. With auto activation customer's subscription agreement will be enforced.

- If you have an active subscription with us, you can put your account on hold for a maximum period of 30 days. If you fail to call and activate your service within the 30 day period, your subscription will be activated automatically and your accounting cycle will start. All outstanding balances must be paid prior to putting your account on hold.

## **RETURN POLICY**

**Your satisfaction is important to us.** Customer should inspect merchandises immediately upon receiving. Customer should refuse any shipment if the packaging appears to be damaged. Call DFH NETWORK Customer Service to report the refusal and place another order. If upon opening packages, missing and/or damaged items are found, Customer should file for claim **within 7 days** by calling DFH NETWORK Customer Service. After seven days it is assumed that the equipment to be received in **GOOD CONDITION** and no damage claim would be accepted. If you have any problems, call DFH for a return merchandise authorization (RMA) number. Returned goods must be in the original box accompanied by all of the original equipment and documentation. All returned merchandise must be sent freight pre-paid. Unauthorized returns will not be accepted. Refund requests will only be granted to goods returned within 30 days of the original purchase date. A restocking fee as stated in Section 16 plus shipping charges will apply to all orders. Special order, non-stocking items cannot be returned. Any time returned in less than new condition will be subjected to high restocking fee as determined solely by us. Also any receiver authorized for programming is subject to additional charges.

## **DAMAGE/SHORTAGE CLAIMS**

Merchandise shipped is carefully packed or pre-packed by our suppliers in compliance with carrier requirements. Claims for loss or damage in transit must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do so will result in the carrier's refusal to honor the claim. Please check your order immediately for concealed damage and

compare packing list to shipped items. To process claim, please reference our invoice number. All shortage claims must be made within 24 hours of receipt of order.

### **DEAD-ON-ARRIVAL (D.O.A) POLICY**

Items received defective (“D.O.A.”) within 30 days of purchase date will be repaired or replaced with new equipment, provided the following conditions are met: A Returned Merchandise Authorization (RMA) number has been obtained from our service department and appears on the outside of the package. Unauthorized returns will not be accepted. All authorized returns must be shipped freight prepaid.

1 – Equipment must be received in original condition and in the original box accompanied by all original documentation and accessories. Units received incomplete will be returned in the same condition.

2 – A copy of the original invoice should be enclosed as proof of purchase. Items received without proof of purchase will be charged a \$5 dollar Proof of Purchase Search Fee for each item. A \$25 check-out fee will be charged for items found not to be defective. D.O.A. returns will not be permitted after 30 days from original purchase date. Defective equipment must be returned before replacements can be shipped.

### **REPLACEMENT POLICY**

Any equipment reported defective within the first month of the purchase will be replaced under Warranty. In this case, DFH NETWORK will send the replacement unit to the customer and request the customer to return the defective equipment to the address given on the return label provided, within a month. If the customer fails to return the defective unit in 30 days, customer account will be charged for the applicable equipment fees under Section 16.

### **WARRANTY PROCEDURES**

DFH NETWORK warrants its systems to be free of defects in material and workmanship for the period of one year from the date of the original purchase. While we make every attempt to ensure that its systems meet the highest standards of quality, occasionally parts can be found missing, defective, or damaged. If you discover defective or missing parts please call DFH NETWORK Customer Service Center at 1 (877) 334-8324. After proper inspection with a customer service representative, we may ask you to return or mail the defective unit to the address below, shipping fees prepaid. An RMA (Return Merchandise Authorization) number will be issued to your case at the time and this number has to be visible on the package. Equipment shipped to us without prior RMA number request will not be accepted.

**Return Address:      DFH Network Service Department**  
3605 Mac Arthur Blvd Ste 707  
Santa Ana, CA 92704

Please include proof of purchase. During the warranty period, DFH NETWORK, at its discretion, will either repair or replace the product and return it to you free of charge. This warranty does not cover damage due to improper installation or use, lightning, accident, negligence, unauthorized service, or incidental or consequential damages beyond the systems themselves. Implied warranties are only valid for the one-year term of this warranty. This warranty is null and void outside the United States of America.

Products that are out-of-warranty are subject to a repair service fee (+ tax for California residents) under Section 16 of DFH NETWORK Service Agreement. Out-of-Warranty products

will be repaired at DFH Network Repair Facility or replaced with a refurbished unit under DFH Network Inc.'s discretion.

## **REPAIR POLICY**

All of our products are covered by the manufacturer's warranty only. Most manufacturer warranties are for a minimum of one year. Please note that all manufacturer warranties, either expressed or implied, are direct from the manufacturer to the end user. Products that are out-of-warranty are subject to a repair service fee (+ tax for California Residents) under Section 16. Out-of-Warranty Products will be repaired at our Repair Facility or replaced with a refurbished unit at DFH NETWORK Inc.'s option. The Manufacturer warrants that the Products will be free from defects in materials and workmanship under proper installation, use, and service for a period of one year from the date of purchase. No other warranty is made with respect to the Products or to accessories or parts not supplied or manufactured by the Manufacturer. This warranty shall not apply to any Product or part thereof which has been subject to accident, negligence, alteration, abuse, or misuse. The Manufacturer further warrants that the Software will perform substantially in accordance with this User Manual in the computer environment specified by the Manufacturer; that it conveys a valid license to use the Software.

## **SHIPPING**

All orders are shipped the following day in the order they are received. Our standard shipping method is Ground Service. 2 Day and Overnight services can be arranged at a nominal cost. Continental U.S. Only.

## **ORDERS**

You may order by phone, fax or e-mail at any time. We may contact you to confirm your order via phone if possible or via mail, fax or e-mail.

©2012 DFH NETWORK, Inc. All rights reserved. Supersedes all previous version of Customer Service Agreement and any other written or verbal agreement or declaration made between DFH and its current or previous subscribers with an only one exception of annual subscription agreements executed individually.

### **We DO NOT Share Information with Non-Affiliates**

#### **Information Disclosed in Other Circumstances**

We also may share information with "Affiliates" and "non-Affiliates" as permitted by law in other appropriate situations, such as:

- With credit bureaus or other similar reporting agencies;
- With regulatory agencies and auditors
- When we might sell or merge parts of our business; and as required or allowed by law (e.g. subpoenas)

#### **Privacy and Security on the Internet**

#### **How to Request For Your Information Not Be Shared**

(If you have previous informed us of your preferences, you do not need to do so again.)

If you do not want DFH Network Inc to share your non-public personal information (unless we are permitted or required by law to do so), please let us know by completing the information below, tearing off and mailing this form to:

**DFH NETWORK**  
**Attn: Opt-Out Dept.**  
**5 Hutton Centre Dr. Ste. 130**  
**Santa Ana, CA 92707**

We will be happy to comply with your "opt-out" request. An opt-out request by any party on a joint account will apply to all parties on the joint account.

Please do not include any other correspondence with your request, and do not include this form with your payment.

For more detailed information on our:  
RMA Service Plans & Special Promotions please call DFH Network Customer Service  
877-433-4638  
(877-4DFHNET)

**Information Sharing with Our Affiliates**

I do not want my information shared with other Affiliates. Vermont residents are automatically opted out from information sharing with our Affiliates.

My account number is: (please print clearly) \_\_\_\_ \_

\_\_\_\_\_  
Name (as it appears on your Account)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_)\_\_\_\_\_  
Phone Number

## **DFH NETWORK INC PRIVACY STATEMENT**

**Our Commitment to You** DFH NETWORK is proud to be a part of an organization that has been providing superior products and services to its customers since 1998. We greatly appreciate the trust that you and thousands of other customers have placed in us, and we protect that trust by respecting your privacy even if our relationship with you ends.

This Privacy Statement illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about whom you allow us to share your information with in order to offer you additional products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we don't share your information for marketing purposes, we will respect your decision.

**Types of Information We Collect** It is important for you to know that in order to ensure that our customers get the very best service and highest quality products, we collect demographic information (such as your name and address) and credit information (such as information related to your accounts with us and others). This information comes either directly from you, for instance, from your application and transactions on your account; or, it may come from an outside source such as your credit bureau report. In addition, if you visit our Internet website, we may collect certain information about your Internet usage. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

**We Respect Your Privacy** Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access. Because we respect your privacy and value your trust, the only employees or companies who can access your non-public personal information are those who use it to service your account or provide service to you or to us. We diligently maintain physical, electronic, and procedural safeguards that comply with applicable federal standards to guard your non-public personal information and to assist us in preventing unauthorized access to that information.

**How We Share Information with Our Affiliates\*** From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within our corporate family (i.e., Affiliates), except as prohibited by applicable law. These companies all provide services such as Long Distance VoIP telephony, IP based TV services, Marketing and Advertising, media buying and selling on TV channels. Some examples include companies doing business under the names DFHTEL, IPWORLDTV, DFH Entertainment, IMPORTART, DFH Tourism or DFH Marketing. We also may share certain information with non-financial service providers that become our Affiliates in the future (such as travel, auto, and shopping clubs). The information we share might come from your application, such as your name, address, telephone number. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and parties to the transaction), your Internet usage, or credit card usage.

**877-433-4638  
(877-4DFHNET)  
[www.dfhnet.com](http://www.dfhnet.com)**