

## DIRECTV EQUIPMENT LEASE AGREEMENT

**Effective as of November 7, 2023, until replaced.**

The DIRECTV Equipment Lease Agreement is part of the DIRECTV Residential Terms of Service at [www.directv.com/rts](http://www.directv.com/rts). Unless otherwise stated in this agreement, all terms will have the meaning assigned to them in the DIRECTV Residential Terms of Service.

This agreement tells You what to do with Your Leased Equipment from DIRECTV. It also tells You what fees You will pay if Your Service is cancelled before the end of Your Term Commitment or You do not return the Leased Equipment once Your Service is cancelled.

### Definitions

“Movers Customers” means DIRECTV connected via Satellite customers who move their existing DIRECTV Service to a new address.

### What is covered by this agreement?

This agreement is for Leased Equipment. Leased Equipment may include GEMINI, GEMINI AIR, Genie Mini(s), Access Card(s), and/or DIRECTV receiver(s) (including, but not limited to, the Genie and Genie 2). Power cords and remote controls of Leased Equipment are included in this definition. Leased Equipment is not limited to these things.

### What is not covered by this agreement:

This agreement does not apply to Owned Equipment. If You own Your Equipment, You do not need to return it and a non-return fee does not apply. DIRECTV connected via Satellite customers: You own Your Receiving Equipment (acquired as part of Your initial subscription to DIRECTV connected via Satellite). Receiving Equipment means the antenna, dish, mounting hardware, cabling into Your home.

For more information on Owned Equipment, please look at the DIRECTV Residential Terms of Service at [www.directv.com/rts](http://www.directv.com/rts).

### Do You need to return Your Leased Equipment when Your Service is cancelled?

Yes. Unless we tell you otherwise in writing, You must return Your Leased Equipment when Your Service is cancelled. Your Leased Equipment must be in good working order when You return it. It may have normal wear and tear.

If You do not return Your Leased Equipment or it is damaged, We will charge You an equipment non-return fee. We will charge the non-return fee directly to the Payment Method You have on file with Us.

The chart below are the fees We will charge You for failure to return Leased Equipment. The non-return fees apply for each piece of Leased Equipment. So, for example, if You have 3 leased GEMINI's, the non-return/ fee is \$120 multiplied by 3, or \$360.

Leased Equipment*	Cost per unit
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DIRECTV Receiver	\$45
DIRECTV HD Receiver	\$45
GENIE MINI	\$45
GEMINI	\$120
GEMINI AIR	\$120
DVR receiver	\$135
HD DVR Receiver	\$135
Genie HD DVR Receiver	\$135
Genie 2 DIRECTV Receiver	\$135

\*Please include remote controls and power cords for Leased Equipment when You return them.

### **How long do You have to return Your Leased Equipment?**

DIRECTV connected via Internet customers:

If you cancel Your Service within the first 14 days of purchasing Service: You must return your Leased Equipment within 14 days from when You received it if in person or it was shipped to you.

When Your Service is cancelled after the first 14 days of purchasing Service: You have 14 days from the Effective Date to return Your Leased Equipment.

If You disconnect Leased Equipment but retain Your Service: You have 14 days from when You disconnect to return the Leased Equipment. If You do not yet have the Leased Equipment, then You have 14 days from the shipment date to return the Leased Equipment. If you do not do so, or if there is damage to the Leased Equipment, you will be charged a non-return fee.

If You cancel an order for Leased Equipment but retain Your Service: You have 14 days from when You cancel the order to return the Leased Equipment. If You do not yet have the Leased Equipment, then You have 14 days from the shipment date to return the Leased Equipment.

DIRECTV connected via satellite customers:

When Your Service is canceled: You have 21 days from the Effective Date to return the Leased Equipment.

If You cancel an order for Leased Equipment but retain Your Service: You have 21 days from when You cancel the order to return the Leased Equipment. If You do not yet have the Leased Equipment, but it has already been shipped, then You have 21 days from the shipment date to return the Leased Equipment.

If You disconnect Leased Equipment but retain Your Service: You have 21 days from when You disconnect to return the Leased Equipment. If You do not yet have the Leased Equipment, then You have 21 days from the shipment date to

return the Leased Equipment. If you do not do so, or if there is damage to the Leased Equipment, you will be charged a non-return fee.

### **How do I return my leased Equipment?**

First, You must contact Us to disconnect any Leased Equipment or to disconnect Your Service. For more information on cancelling, please look at the Residential Terms of Service at [www.directv.com/rts](http://www.directv.com/rts) or call Us at 800.531.5000.

DIRECTV connected via Internet customers:

Equipment must be shipped back to DIRECTV via the United States Postal Service using the return label shipped with the Equipment. If You do not have the return label, call Us at 800.531.5000 to request a return label.

DIRECTV connected via Satellite customers:

You may take Your Leased Equipment to a FedEx Office Print & Ship Center or The UPS (United Parcel Service) Store and provide Your account number. You also have the option to contact Us at 800.531.5000 and request that We send You a return label to return Your Leased Equipment via the United States Postal Service.

### **What are Your term commitments?**

Term Commitments:

All new customers have a 24 month term commitment.

DIRECTV connected via Internet only:

Existing customers do not have an additional term commitment when You add Leased Equipment.

DIRECTV connected via Satellite only:

(1) Existing Customers:

If You add or upgrade Leased Equipment and require professional installation, including Movers Customers, You have a new term commitment of 24 months.

If You add new or upgrade Leased Equipment and do not require a professional installation, You have a new term commitment of 12 months.

If You are a Movers Customers and not adding any new or upgraded Leased Equipment, You have a new 12 month Term Commitment.

If You are under a current Term Commitment, Your new Term Commitment will be the longer of Your current term commitment or Your new term commitment. For example, if Your current commitment is 10 months and Your new term commitment is 12 months, You will move to the 12 month term commitment.

(2) If You return to DIRECTV and have Leased Equipment at home that You need reactivated, You do not have a term commitment for reconnecting Your Equipment.

**Does Your Term Commitment require You to maintain a minimum level of programming?**

Yes. You need to subscribe to a base level of programming of at least \$29.99 per month. It may be made up of a base programming package in English or Spanish or a qualifying international language a la carte Service bundled with a base programming package.

**Do You have an Early Termination Fee?**

Yes. DIRECTV will charge You an Early Termination Fee (“ETF”) if You cancel Your Service before You complete Your Term Commitment or do not maintain the minimum programming package requirement.

DIRECTV will charge the ETF to the credit or debit card You have on file with Us.

The ETF for all new customers, Movers Customers, or DIRECTV connected via Satellite existing customers with professionally installed new or upgraded Leased Equipment:

Your ETF is \$20 times the number of months remaining on Your Term Commitment. So, a new customer who cancels DIRECTV Service after 14 months would be charged an ETF of \$200 (24-month term minus 14 months = 10 months remaining x \$20 per month).

The ETF for DIRECTV connected via Satellite existing customers whose new or upgraded Leased Equipment was not professionally installed (excludes Movers Customers):

Your ETF is \$10 per month for each remaining month left on Your Term Commitment when Your Service is cancelled. So, an existing DIRECTV connected via Satellite customer with upgraded equipment shipped to them on a 12 month commitment who cancels DIRECTV Service after 10 months would be charged an ETF of \$20 (12-month term minus 10 months = 2 months remaining x \$10 per month).

**Do You have a new term commitment or programming commitment when We replace Your existing Leased Equipment?** If You receive a replacement for Your Leased Equipment, then You do not have a new term commitment or a new programming commitment. You will still have the term commitment or programming commitment You had before Your Leased Equipment was replaced, if any. This is true as long as You do not upgrade or change the type of Leased Equipment.

For instance, if You have a 12-month term commitment and You get a replacement of Your Leased Equipment in the 9<sup>th</sup> month of that term commitment. Then, You still have 3 months on Your term commitment.

**How will disputes be handled?**

Any disputes will be subject to binding arbitration as set forth in the Residential Terms of Service.

**How to contact Us?**

If You have any questions or concerns, please Contact Us online at [www.directv.com/support](http://www.directv.com/support) or call 800-531-5000.

By signing below:

If You enrolled in Auto Bill Pay when signing up for Your Service over the phone, online, or through a retailer, by signing below, You confirm and reauthorize automatic payments for Your Service from the credit or debit card or bank account that You provided.

You represent and warrant that: 1) You are the age of majority in Your state; and 2) You are the account holder or authorized to act on behalf of the account holder; AND You agree: 1) to the above terms and conditions; and 2) DIRECTV may charge the fees described in this agreement.

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

White copy: HSP Office Yellow copy: Customer