



## **DTC Communications Roku Service Agreement**

This DTC Communications Agreement (“**Agreement**”) is the legal agreement between you (“**You**”) and DTC Communications governing Your use of: (i) any product that uses the Roku platform to play digital content distributed over the internet or downloaded to the product (a “**Player**”), (ii) the firmware and software that Roku installs on, or updates directly to, the Player (the “**Software**”), (iii) the Roku Channel Store (the “**Channel Store**”), and (iv) if downloaded by You to a mobile device, any Roku Mobile Application (a “**Mobile App**”). By establishing an account at [roku.com](http://roku.com) (a “**Roku Account**”) and using a Player, and/or by downloading a Mobile App, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you are not granted any right to use the Player or to access the Channel Store, and you should return the Player to DTC Communications.

The Player, the Software, the Channel Store, and the Mobile Apps are intended for personal, non-commercial use only. You may not use them for any commercial or illegal purpose. Copying or redistribution of the Software, a Mobile App, or of any content delivered via the Player (the “**Content**”) are strictly prohibited. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Player, the Software, the Channel Store, a Mobile App or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do you acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to You in this Agreement are reserved by DTC Communications. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on a Player, the Software, or a Mobile App.

### **Establishing an Account**

Players are enabled to permit users to access Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account at [roku.com](http://roku.com) and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to Roku’s terms of service and to the terms of service of any Content Provider whose Content You choose to access. See [www.roku.com/channels#!nowplaying](http://www.roku.com/channels#!nowplaying) for a list of Content Providers for a Player. Roku may add or remove Content Providers from time to time, in its sole discretion. Roku reserves the right to remove from Your Player Your access to certain Content if Roku has reason to believe that it is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

### **Term of Service**



Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a 12 month period. At the end of your service commitment, this Agreement will automatically continue on a month-to-month basis. If your Agreement has no Service Commitment, it is a month-to-month Agreement.

12 Month Service Agreement

### **Fulfillment of Agreement**

You have received certain benefits from us in exchange for your Service Commitment, which may include, but are not limited to, a subsidized wireless device. There are two alternative ways to fulfill your Service Commitment. You can pay for the Services described in your Customer Service Summary for the term of your Service Commitment, or you can terminate your Agreement prior to the end of your Service Commitment and pay an Early Termination Fee (“ETF”). The Early Termination Fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment on which your rate plan is based was not completed.

If you do accept, you can cancel a line of Service within 14 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us, but you'll still have to pay for your Service through that date.

A restocking fee of \$30 will be billed for any cancellation of service after three days of activation.

If you change your device or receive a Service promotion, you may be required to change your Plan to one that we are currently offering at that time.

### **Cancellation of Services**

If you're signing up for Roku Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. If you cancel a line of Service, or if we cancel it for good cause, during its contract term, you'll have to pay an early termination fee. **If your contract term results from your purchase of an advanced device, your early termination fee will be \$99.** Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then.

### **Change in Agreement or Services**

We may change prices or any other term of your Service or this agreement at any time, but we'll provide notice first, including written notice if you have Roku Service. If you use your Service after the change takes effect that means you're accepting the change. If you're a Roku customer and a change to your Plan or this agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it.

Notwithstanding this provision, if we make any changes to the dispute resolution provision of



this Agreement, such changes will not affect the resolution of any disputes that arose before such change.

### **Billing**

You agree to pay all access, usage and other charges that you or any other user of your Roku device incurred. If multiple Roku devices are associated with your account, you agree to pay all charges incurred by users of those devices. Many services and applications are accessible on or through Roku devices, including purchases of games, movies, music and other content. Content is provided by third parties that may offer the option to bill the charges to your DTC Communications bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. DTC bills one month in advance for access charges.

### **Government Taxes, Fees, and Surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

### **Payments**

If you're a DTC customer and we don't get your payment on time, we will charge you a late fee of \$3 per line on the unpaid balance. Late fees are part of the rates and charges you agree to pay us. If you fail to pay on time and DTC Communications refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. We may require a deposit at the time of activation or afterward, or an increased deposit. We may apply deposits or payments in any order to any amounts you owe us on any account. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

We may charge you up to \$35 for any returned check.

### **Lost/Stolen Device**

■ We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Roku customer and your device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

### **DTC Communications' Rights to Limit or End Service or this Agreement**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and



economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a DTC customer; (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

### **Advertising and Promotional Messages**

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via a Player and to include such advertising and promotional messages in or with any user interface, notices or Content that are displayed via a Player.

### **Limited Hardware Warranty**

Subject to the additional terms and conditions set forth below, Roku provides this Limited Warranty:

- Only to the person or entity that or entity that originally purchased the Player from Roku or from one of its authorized resellers or distributors; and
- One (1) year limited hardware warranty for Players purchased and delivered to the end user within the United States.

### **Limited Warranty**

Roku warrants the Roku Player hardware against defects in materials and workmanship under normal use for a period of (1) year from the date of purchase ("Warranty Period"). If Roku determines that the Player's hardware is defective, Roku will either repair the unit or replace the unit with either a new or rebuilt Player, at its option. If the Warranty Period has expired or is otherwise not applicable, Roku will return the player to you. More information about this warranty can be found at [www.roku.com/support](http://www.roku.com/support). THE FOREGOING SETS FORTH ROKU'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THIS LIMITED WARRANTY. PLEASE NOTE THAT DTC COMMUNICATIONS PROVIDES NO WARRANTY OR OBLIGATION SEPARATE OR IN ADDITION TO ANY WARRANTY OF ROKU AND YOU SHOULD ADDRESS ANY WARRANTY OR REPAIR ISSUES DIRECTLY TO ROKU at <https://support.roku.com>.

### **Return and Warranty Service Process**

Please access and review Roku Support online help resources at [support.roku.com](http://support.roku.com) before seeking warranty service. Returns or warranty service requests for your new Player must be within the 30-day return period, or within the original product warranty period. You must first obtain a Return Merchandise Authorization (RMA) number from Roku Customer Support. RMA numbers expire thirty days from issuance. Roku may attempt to troubleshoot a warranty-related

problem prior to issuing a RMA number. Please be prepared to provide additional information upon request. Once a RMA number is obtained, you must ship your Player, freight prepaid, together with proof of purchase and all accessories, in either the original packaging or packaging affording an equal degree of protection, to the Roku authorized distribution facility identified by Roku Customer Support. Failure to return any of the accessories could result in delay and/or result in an invoice to you or credit to Roku for missing accessories. Important: When submitting a RMA, please provide the following information with your request: (a) model number, (b) serial number, (c) problem description, (d) software version (located in the Settings menu), (e) date of purchase, (f) place of purchase (reseller or online place of purchase), and (g) return shipping address (P.O. boxes are not accepted). Additional Roku troubleshooting and online help resources can be found at [support.roku.com](https://support.roku.com).

### **Scope of and Limitation on Player Hardware Warranty**

The warranty on a Player is limited to the repair or replacement of defective units as described in the Limited Warranty section above. This warranty does not cover customer training or education, installation, set up adjustments, or signal reception problems. This warranty does not cover damage due to acts of God, accident, misuse, abuse, negligence, commercial use or modification of, or to any part of, Your Player. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply or attempted repair by anyone other than a facility authorized by Roku to service Your Player. This warranty does not cover consumables (such as fuses and batteries). **THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE HARDWARE AS SET FORTH IN “LIMITED PLAYER HARDWARE WARRANTY” ABOVE IS ROKU’S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY. PLEASE NOTE THAT DTC COMMUNICATIONS HAS NO OBLIGATION FOR DEFECTS, REPAIR, OR WARRANTY ISSUES AND ANY SUCH ISSUES SHOULD BE DIRECTED TO ROKU at <https://support.roku.com>.**

### **About this Agreement**

If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, we may assign this agreement or any debt you owe us without notifying you. If you're a Roku customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your



wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

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Customer Signature

Date