



MDU RESIDENTIAL DIGITAL CABLE ACTIVATION FORM

Subscriber Information

Full Name: _____
 Street Address: _____ Apt: _____
 City: _____ State: _____ Zip: _____
 SSN # (required) _____
 Home Telephone #: _____

Community: _____

Select Card Type	
<input type="checkbox"/>	Visa
<input type="checkbox"/>	MasterCard
Card Number _____	Exp _____

Subscriber Statement

As a condition to Ygnition Networks installing the DISH Network Digital Cable Equipment and/or a TiVo DVR Equipment in the unit of the above Subscriber, the Subscriber hereby has read and agrees to the terms below, and on the reverse side of this form and certifies the following:

- I reside at the above address.
- I have ordered DISH Network Cable Television programming and/or TiVo DVR service through Ygnition Networks. I am over eighteen (18) years of age.
- I will not, nor will I allow anyone else to sell or purchase the DISH Network and/or TiVo equipment, which I have obtained from Ygnition Networks, or allow anyone else to use it in Canada or any other location. The equipment will remain in my possession to be used solely in my current apartment unit.
- I will not, nor will I allow anyone else to connect any phone line other than my own or any other equipment to the digital cable equipment.
- I hereby authorize Ygnition and/or DISH Network to charge the credit card account provided under the terms and conditions set forth on this form.
- I agree to move all necessary items out of the way prior to installation so that the Ygnition technician can easily access my television set(s).
- I understand that I must leave this form, completed in entirety on the top of my television set if I am not going to present for the installation. I also understand that if I am not going to be present, I must leave permission for the Ygnition Technician to enter my home with my Leasing Office. I further acknowledge that if I am not home at the time of installation, I will be responsible for setting up the TiVo DVR myself.
- I understand that the Ygnition Technician reserves the right to cancel the installation at his discretion, if conditions warrant it.

Authorized Signature: _____

Date: _____

TO BE COMPLETED BY INSTALLER

Master Receiver _____
 Additional Receiver _____
 Additional Receiver _____
 Dish DVR _____
 TiVo DVR _____

Master Smart Card _____
 Additional Smart Card _____
 Additional Smart Card _____
 Additional DVR _____
 Additional TiVo DVR _____

Additional Comments:

Notes _____

Please read the following terms and conditions of your Digital Service Installation. This information is also available at www.ygnition.com/cabletv.shtml.

RESIDENTIAL SUBSCRIBER AGREEMENT

Definitions:

As used in this ("Agreement"):

"Ygnition" means Ygnition Networks, its affiliates, employees, or its authorized agents.

"DISH Network Programming" shall mean the digital and audio services delivered by Ygnition to you, the Subscriber via the DISH Network/TiVo DVR

Equipment.

"DISH Network/TiVo DVR Equipment" or "Equipment" shall mean a DISH DBS Receiver, remote control, and Smart Card.

"TiVo DVR Services" shall mean the services and capabilities delivered by Ygnition to you, the Subscriber via the TiVo DVR Equipment.

"TiVo DVR Equipment" shall mean the TiVo DVR, remote control and wireless adapter (if applicable).

"Subscriber" shall mean an individual who subscribes to DISH Network Programming and/or TiVo DVR Services.

1. Right of Entry

Subscriber authorizes Ygnition to enter subscribers dwelling unit to make necessary or agreed equipment installation, modification, repairs or removal, and authorizes Subscribers lessor (of any) and lessor's employees and agents to provide such access with 24-hour prior notice.

2. Equipment

Ygnition shall provide and install the DISH Network/TiVo DVR Equipment and or TiVo DVR Equipment in Subscribers dwelling unit necessary to receive the DISH Network Programming and/or TiVo DVR Services for a rental fee. Ygnition reserves the right to change the rental fee for the DISH Network and/or TiVo DVR Equipment any time upon notice to Subscriber in Subscribers billing statement or by any other reasonable means. THE DISH NETWORK/TiVo DVR EQUIPMENT SHALL AT ALL TIMES, REMAIN THE PROPERTY OF YGNITION OR YGNITION'S DESIGNEE. Upon termination of the DISH Network Programming and/or TiVo DVR Services by either party, Subscriber shall return all Ygnition owned equipment to Ygnition in good working order. Ygnition or Ygnition's Designee shall maintain and repair or replace the DISH Network/TiVo DVR equipment, provided however that Subscriber shall be responsible for the cost of repair or replacement of the DISH Network/TiVo DVR equipment due to improper handling, misuse, abuse, casualty, loss, or theft. Subscriber agrees to abide by the terms and conditions of the Subscriber Statement on the front of this Agreement.

3. Billing

Subscriber agrees to pay all amounts billed for the DISH Network Programming/TiVo DVR Services and DISH Network/ TiVo DVR Equipment and to pay all taxes, fees, and other charges, if any, which are or may in the future be assessed on the DISH Network Programming/TiVo DVR Services or DISH Network/ TiVo DVR Equipment provided by Ygnition. Upon execution of this Agreement by Subscriber and subject to Subscribers right to cancel this Agreement, Ygnition will bill Subscribers credit card (as set forth in Section 5 below) a non-refundable "Initial Payment" equal to the installation fee for the DISH Network/TiVo DVR Equipment and one full month of the DISH Network Programming/TiVo DVR Services as ordered by the Subscriber. Thereafter, Ygnition Networks will bill the Subscriber each month in advance for the DISH Network Programming/TiVo DVR Services and DISH Network/TiVo DVR Equipment ordered by the Subscriber or anyone who uses Subscriber's DISH Network/TiVo DVR Equipment, whether with or without Subscribers permission; until Subscriber cancels the DISH Network Programming/TiVo DVR Services and returns the DISH Network/TiVo DVR Equipment to Ygnition. The bills will reflect the total amount due, the payment due date, payments, credits, purchases, and other charges to Subscribers account. Other than the Initial Payment, Subscriber agrees to pay Ygnition Network on a monthly basis by the payment due date all other amounts due for the DISH Network Programming/TiVo DVR Services, DISH Network/TiVo DVR Equipment and any other charges due Ygnition, including late payment fees or any returned payment fees, which are set forth in Section 6. Payment of Subscribers bill after the due date will result in a late payment fee. Unpaid charges for DISH Network Programming/TiVo DVR Services or DISH Network/TiVo DVR Equipment (or damage to or loss or theft thereof) may be billed to a Subscribers credit card pursuant to Section 5 herein. If Ygnition assigns an unpaid account to a collection agency or otherwise takes action to collect such account, Ygnition shall be entitled to recover from Subscriber reasonable attorneys' fees, court costs, and other collection costs, in addition to any relief to which Ygnition is entitled. In no event will any fees or charges pursuant to this Section exceed the maximum amounts permitted by law.

4. Changes in the DISH Network Programming/TiVo DVR Services and Charges

Ygnition reserves the right to alter the DISH Network Programming/TiVo DVR Services, offered by Ygnition and to change Ygnition's rates or fees at any time. If the change affects the Subscriber, Ygnition will provide Subscriber notice of the change and its effective date whenever possible by reasonable means. Any questions, concerns, or problems with the DISH Network Programming/TiVo DVR Services or the DISH Network/TiVo DVR Equipment shall be directed to the Ygnition Customer Support Center at 1-866-876-3278. Subscriber who wishes to keep the DISH Network Equipment agrees to purchase a monthly minimum amount of DISH Network Programming during the term of this Agreement. Said monthly minimum amount shall include programming known in current Ygnition collaterals as one of the following packages: America's Top 200, America's Top 250, America's Everything, DISH Latino Max, DISH Latino Dos, DISH Latino Everything or any other package made available at Ygnition's sole discretion. Subscriber who wishes to keep TiVo DVR Equipment active agrees to purchase a monthly minimum amount of Ygnition Networks Programming during the term of this Agreement. Said monthly minimum amount shall include programming known in current Ygnition collaterals as one of the following packages: Analog Community, Analog Premium, Analog Premium with HBO/Showtime or any other package made available at Ygnition's sole discretion. If Subscriber downgrades the programming by any means whatsoever below such monthly minimum amount during the term of this Agreement, Ygnition retains the right to adjust the programming back to the monthly minimum level at any time and to continue charging Subscriber for such monthly minimum programming.

5. Credit Card

Subscriber must provide Ygnition with a valid major credit card account number and expiration date on the Subscriber Statement set forth on the front of this Agreement. Ygnition will charge the Subscribers credit card only under the following circumstances: (i) "Initial Payment" covering the installation fee for the DISH Network/TiVo DVR Equipment, (ii) to recoup the cost of any DISH Network/TiVo DVR Equipment rented to the Subscriber which is damaged, destroyed, lost, stolen, or not returned to Ygnition within ten (10) days of disconnection of cable service. Such credit card shall remain valid throughout the time Subscriber receives the DISH Network Programming/TiVo DVR Services from Ygnition unless Subscriber notifies Ygnition that Subscriber wishes to substitute another credit card for such credit card. Ygnition may decline to accept all but major credit cards. The invalidity of any credit card or the insufficiency of any available credit shall entitle Ygnition to cancel the DISH Network Programming and retrieve the DISH Network/TiVo DVR Equipment.

6. Fees and Charges

In addition to the amounts due for the DISH Network Programming/TiVo DVR Services and the rental fee for the DISH Network/TiVo DVR Equipment, as determined by Ygnition, Subscriber agrees to pay the other fees and charges referenced below:

Smart Card Replacement Fee: Smart Cards are not transferable. Subscriber's Smart Card will only work in the unit that came with it. If the Smart Card is lost, stolen, damaged, destroyed, or unreturned, Subscriber will be charged a Smart Card Replacement Fee as set forth in Section 6.
Remote Control Replacement Fee: If the DISH Network/TiVo DVR Remote Control is lost, stolen, damaged, destroyed, or unreturned, Subscriber will be charged a Remote Control Replacement Fee as set forth in Section 6.
Q-Box Replacement Fee: If the Q-Box(s) is lost, stolen, damaged, destroyed, or unreturned, Subscriber will be charged a Q-Box Replacement Fee as set forth in Section 6.

TiVo Wireless Adapter Replacement Fee: If the TiVo DVR Wireless Adapter is lost, stolen, damaged, destroyed, or unreturned, Subscriber will be charged a TiVo Wireless Adapter Replacement Fee as set forth in Section 6.

Digital Receiver/TiVo DVR Replacement Fee: If the DISH Network Digital Receiver or TiVo DVR is lost, stolen, damaged, destroyed, or unreturned, Subscriber will be charged a Digital Receiver Replacement Fee and/or TiVo DVR Replacement Fee as set forth in Section 6.

Transfer Fee: If Subscriber wishes to transfer from one unit to another and utilize the same DISH Network/TiVo DVR Equipment, a transfer fee will be charged as set forth in Section 6.

Reconnect Fee: If a Subscriber disconnects DISH Network Programming/TiVo DVR Services and then wishes to reconnect, a Reconnect Fee will be charged as set forth in Section 6.

Technician Trip Fee: If Subscriber requires a Technician to come to the unit to troubleshoot, a Technician Trip Fee may be charged as set forth in Section 6.

Missed Appointment Fee: If a Subscriber requires a Technician to come to the unit to troubleshoot, but is not available at the scheduled appointment time, a Missed Appointment Fee will be charged as set forth in Section 6.

Digital Installation Fee: An Installation Fee will be charged as set forth in Section 6 for DISH Network/TiVo DVR Equipment installed for Digital Cable Service except under such circumstances as this fee is waived via a valid promotion. Any such promotions are offered solely at Ygnition's discretion and may not be valid in all locations.

Other Fees and Charges:

Smart Card Replacement Fee:	\$75.00	
Q-Box:	\$100.00	
Digital Receiver Replacement Fee:	\$275.00	
HD Receiver Replacement Fee:	\$325.00	
TiVo DVR Replacement Fee:	\$250.00	
Digital DVR Replacement Fee:	\$375.00	
HD DVR Replacement Fee:	\$450.00	
Digital Voice Phone Adapter:	\$129.00	
Remote Control Replacement Fee:	\$50.00	
TiVo Wireless Adapter Replacement Fee:	\$50.00	
Transfer Fee:	\$49.99	
Reconnect Fee:	\$49.99	
Technician Trip Fee:	\$49.99	\$49.99
Missed Appointment Fee:	\$49.99	
Digital Installation Fee:	\$49.99	

7. Termination

Ygnition may terminate the DISH Network Programming/TiVo DVR Services at any time for any reason upon providing notice to Subscriber. If DISH Network Programming/TiVo DVR Services are terminated, Subscriber agrees to cooperate with Ygnition to promptly return to Ygnition any Ygnition owned equipment within ten (10) days of such termination or Ygnition shall have the right to charge Subscriber's credit card account for the cost of such equipment or any DISH Network/TiVo DVR Equipment pursuant to Section 6 herein.

8. Limitation of Liability

YGNITION MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE WITH REGARD TO THE DISH NETWORK PROGRAMMING/TIVO DVR SERVICES OR ANY RENTED DISH NETWORK/TIVO DVR EQUIPMENT PROVIDED HEREUNDER. Ygnition assumes no responsibility to Subscriber for interruption of the DISH Network Programming for any reason whatsoever.

9. Assignability

Ygnition may assign any part or all of its rights and obligations under this Agreement to any person at any time. Subscriber may not assign any of Subscriber's rights under this Agreement to any person, nor resell or sublet the DISH Network Programming.

10. Subscriber Information

Subscriber authorizes Ygnition to conduct periodic credit checks and to utilize credit-reporting agencies. Subscriber consents to Ygnition's disclosure of account information to credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other service providers.

11. Subscriber Privacy Statement

WITH RESPECT TO THE DISH NETWORK PROGRAMMING/TIVO DVR SERVICES, SUBSCRIBER IS ENTITLED TO KNOW THE FOLLOWING: Ygnition keeps regular business records that contain Subscribers name, address, billing, payment and deposit records, records indicating the number of television sets connected to cable, the service options that Subscriber has selected, and other personally identifiable information. Ygnition uses the information to render and properly bill for the DISH Network Programming/TiVo DVR Services and other lawful purposes. As to any Subscriber receiving or seeking the DISH Network Programming/TiVo DVR Services, Ygnition may disclose the information at any time to a third party provider of DISH Network Programming/TiVo DVR Services or of a DISH DBS Receiver. Ygnition may disclose the information to any other third party if (a) Subscriber consents in advance in writing or electronically, (b) disclosure is necessary to render the DISH Network Programming/TiVo DVR Services and to render or conduct other business related thereto; or (c) disclosure is required pursuant to a court order and Subscriber is notified of such order. For example, Ygnition may, without Subscriber's consent disclose Subscribers name, address, and billing record to a collection service if required to collect past due bills or in connection with establishing the credit card account in accordance with Section 5 herein. Ygnition may maintain the information for as long as it provides the DISH Network Programming/TiVo DVR Services to Subscriber and for one (1) year thereafter. Subscriber has the right to inspect Subscriber's information, on reasonable notice, at Ygnition's business office during normal business hours, to correct any error in such information and to enforce Subscriber's rights under applicable law for as long as Ygnition maintains such information.