

Orby TV Rental Agreement

Effective as of August 23, 2019, until replaced

This document describes the terms and conditions of the Orby TV Equipment Rental Program. Customers who participate in this program are also subject to all the terms and conditions specified in the Orby TV Customer Agreement. Terms not defined herein will have the definition given them in the Orby TV Customer Agreement, which can be found at <https://app.orbytv.com/support/customer-agreement>.

Credit check

Customer agrees to allow Orby TV to check credit score by using your social security number. We may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies.

\$100 startup fee plus first month of programming and rental fee

Customer will be charged up front a \$100.00 startup fee which includes professional installation of the Orby TV system for up to four rooms and free shipping for up to four Receivers, the first month of Orby TV equipment rental, and the first month of an Orby TV base programming package.

24-month commitment/price guarantee/warranty

Customer will be charged a monthly fee for the remaining 23 months of the agreement which includes an equipment rental fee and monthly base programming package fee. Orby TV guarantees there will not be a price increase on the monthly base programming package for the remaining 23 months. 24-month term includes an extended warranty on equipment. Additional details on the Orby TV warranty can be found at <https://orbytv.com/warranty/>.

Credit or debit card required

Customer agrees to keep a valid Visa, MasterCard or American Express card on file at all times.

Autopay required

Orby TV is authorized to automatically charge the card on file for payment of all or any portion of monthly rental fees, the Termination Fee, if applicable (and/or any other applicable fees upon termination), and any other amounts payable under this Agreement, until such amounts are paid in full.

Late payment

Customer commits to on-time payment for entire 24-month term without interruption. If payment lapses, programming will be suspended. If payment is not made or autopayment fails, customer must pay amount owed in arrears for programming to be reinstated.

Early termination fee

If a valid credit card is not kept on file or customer terminates the agreement, an early Termination Fee of \$250 will apply. Customer must request a return material authorization (RMA) from Orby TV by phone by contacting 1-877-672-9881. Customer must return equipment in good working condition within 30 days, starting from the day the request is made. If equipment is returned damaged or is not returned within 30 days, customer will be charged the full retail price of the Orby TV equipment, as outlined in the chart below:

Equipment Type	Fee for each unreturned or damaged device
Orby TV Receiver	\$100
Orby TV DVR	\$200

End of Term

Once the 24-month term is up, the agreement will automatically default to month-to-month. Customer may elect to terminate service with no charge at that time.