







6. *Arbitration Procedures:* You and HDS agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to HDS at [ArbitrationOptOut@HDS.com](mailto:ArbitrationOptOut@HDS.com) or via U.S. mail to HDS Communications Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, GA, 30328. You must also comply with the AAA's rules regarding initiation of arbitration. HDS will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this agreement or applicable law. HDS will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, HDS will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than HDS's last written settlement offer, HDS will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location.
7. *Jury Trial Waiver:* If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and HDS expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between you and HDS if, for any reason, the arbitration agreement is not enforced.
8. *Survival:* This dispute resolution provision survives the termination of your contract with HDS. If you bring a claim against HDS after termination of your contract that is based in whole or in part on events or omissions that occurred while you were a HDS customer, this dispute resolution provision shall apply.
9. *Order of Precedence.* Notwithstanding anything to contrary contained herein, if you are required to arbitrate any claim or dispute that arises out of or relate in any way to any Services provided to you by HDS or any of its affiliated entities under any other agreement with HDS prior to the effective date of this Agreement ("Prior Agreement"), the dispute resolution terms contained in the Prior Agreement shall control with respect to those Services. Otherwise, the dispute resolution terms contained in this Agreement shall control.

G. *Notices of Changes.* HDS will provide you with written notice of any changes that we determine are material to this Agreement, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in your bill statement, by sending you an electronic communication to any email address, wireless or landline number, or such other destination or device you provided to HDS, or by any other lawful means. All such changes will become effective as of the date specified on the written notice. Except as may otherwise be provided herein, the updated version of this Agreement will supersede any prior versions of the same agreements. Your continued use of the Service(s) after notice of any changes will constitute your acceptance of this Agreement as modified.

H. *Breach of Agreement:* If you breach this Agreement, or any other agreement referenced herein, HDS has the right to terminate this Agreement and retrieve its equipment. HDS's failure to require your strict performance of any term of this Agreement shall not be a waiver of HDS's right to require strict performance of any term or condition herein.

I. *Entire Agreement:* This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between HDS and You for the subject matter hereof. Only HDS may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.