



Broadband Agreement

2425 Marshall Street * PO Box 1379 * Lubbock, TX 79408 * Phone 806/863-8006 * Fax 806/863-7782

ACCOUNT INFORMATION

Account Name: _____ Callback Phone Number: _____

Physical Address: _____ Additional Phone Number: _____

City, State, Zip: _____ Contact E-Mail 1: _____

Billing Address (if different than physical address): _____ Contact E-Mail 2: _____

RATES AND CHARGES



TO THE MAX
“GIG SPEED”
 1000/1000 Mbps
\$83.99

- Free Wi-Fi 6 Router
- Free SPTC Smart Home Manager App
- Protect IQ
- Experience IQ
- Free Support Plus (avoid \$99 on-site charge)
- Free Bark Child Content Mobile Monitoring**

WORK, LEARN, PLAY
 500/500 Mbps
\$75.99

- Free Wi-Fi 6 Router
- Free SPTC Smart Home Manager App
- Protect IQ
- Experience IQ
- Bark Child Content Mobile Monitoring available for \$9.75 mo.**

ESSENTIALS
 100/100 Mbps
\$67.99

- Free Wi-Fi 6 Router
- Free SPTC Smart Home Manager App
- Protect IQ
- Experience IQ
- Bark Child Content Mobile Monitoring available for \$13.95 mo.**

**Bark requires a separate signed agreement for enrollment. See customer service for more information.

• Wi-Fi Password: _____ **Decline Wi-Fi**
 (minimum of (8) characters; case sensitive) (does not affect price)

Ask us about our discount for Active Military, Veterans, and First Responders.

SERVICE COMMITMENT

Subscriber may change plans at anytime, fees may apply. By signing this document, the subscriber agrees to any current or updated Internet Service Terms & Conditions of Service, intending to be legally bound thereby.

CHOOSE BETWEEN TWO COMMITMENTS

One-Year

Installation charge waived
\$209 Early Termination Charge applies

Month-to-Month

\$209 installation charge applies

AUTHORIZED SIGNATURE: _____ DATE: _____
 (Authorized signature must be that of a user listed on the above account.)

OFFICE USE ONLY

Service Order # _____ Service Type _____ Other _____

New Service _____ Horizons Landline # _____

Section XI. Waiver

1. No term or condition of this Agreement may be waived or modified except by the written consent of Horizons. Forbearance or indulgency by Horizons in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults.

Section XII. Notices

1. Service of all notices under this Agreement shall be deemed sufficient if hand-delivered in person, via facsimile, electronic mail or regular mail to the party involved at their respective fax telephone number, electronic mail or regular mail address.

Section XIII. Modification

The terms outlined in this Agreement may be modified, as needed, without notice by Horizons.

Acceptable Use Policy

This Acceptable Use Policy ("AUP," "Policy"), together with the terms and conditions of your Internet service ("Service"), provide guidelines for your conduct on the Internet as a Horizons Communications ("Horizons") Service subscriber.

PURPOSE

In general, the Policy prohibits use and activities involving the Service that are illegal, infringe the rights of others, exploit, interfere with or hamper the use and enjoyment of the Service by others.

SCOPE

The AUP applies to Horizons' data services that provide access to the Internet including, but not limited to DSL, Broadband DSL, High Speed Fiber Optics, Direct Internet Access, managed Wi-Fi, firewall service, and E-mail.

REVISIONS TO POLICY

Horizons may revise the AUP from time to time without notice by publishing said revision to www.sptc.net, newsletter, bill insert, the bill backer, direct mail or other medium. Any revision is effective immediately upon publishing. In the event of a conflict between any subscriber agreement for Service and the AUP, the terms of the AUP will govern.

SUBSCRIBER RESPONSIBILITY

You are responsible for your own compliance with this policy. You are also responsible for any use or misuse of the Service that violates this AUP by anyone else you permit to access the Service, such as a friend, family member, or guest.

The AUP of Horizons' upstream provider(s) also binds users of the Horizons Service. An "upstream provider" is any company that may provide Horizons with bandwidth and/or other related services.

NETWORK MANAGEMENT

Horizons manages its network with the goal of delivering the best possible broadband Internet experience to **all** of its subscribers. High-speed bandwidth and network resources are not unlimited. Managing the Horizons network is essential as Horizons works to promote the use and enjoyment of the Internet by all of its subscribers. We use reasonable network management practices that are consistent with industry standards. We use tools and technologies that are minimally intrusive and, in our independent judgment guided by industry experience, among the best in class. Of course, Horizons' network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

PROHIBITED USES AND ACTIVITIES

Prohibited uses and activities include, but are not limited to:

- a) illegal activities,
- b) interference with use of the network, systems, and equipment, or the network of any other provider,
- c) posting, storing, transmitting or disseminating information, data, or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity (including violation of the Digital Millennium Copyright Act of 1998, or which in any way constitutes or encourages conduct that would constitute a criminal offense,
- d) contributes to the dissemination of spam,
- e) denial-of-service attacks,

- f) posing a security risk (e.g. unsecured Wi-Fi service),
- g) violation of privacy, or
- h) hacking,
- i) whether express or implied, resale or profit from redistribution, or allowance of others to resell or profit from redistribution, of access to the Service in any manner including, but not limited to, wireless.

From time to time, additional prohibited uses and activities will be posted at www.sptc.net, newsletter, bill insert, the bill backer, direct mail or other medium, and represents a non-exhaustive list that supplements the AUP.

CHILD PORNOGRAPHY

Horizons' Service shall not be used to host, publish, submit, receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store child pornography, or any activity violating the Children's Online Privacy Protection Act.

CONSEQUENCES FOR VIOLATION OF THIS POLICY

Horizons prefers to inform subscribers of inappropriate activities and give them a reasonable period of time in which to take corrective action. We also prefer to have subscribers directly resolve any disputes or disagreements they may have with others without our intervention. Horizons reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party.

Horizons reserves the right, at its sole discretion, with or without notice, to block access to and prevent the use of the Service, and/or suspend or terminate your account(s) if you or others who use your account (and any secondary account) in a manner that violates the AUP. If your Service account is terminated for any reason, all E-mail associated with that account (and any secondary account) will be permanently deleted as well.

Furthermore, violations pertaining to child pornography will be reported to applicable law enforcement agency, the National Center for Missing and Exploited Children, and any additional entity required by law. In addition to notifying said entities, Horizons will work with law enforcement to provide your subscriber information, your location, your IP address, date and time of violation(s) and other information required by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Horizons and its affiliates and subsidiaries, suppliers, and agents against all claims and expenses (including attorney fees) resulting from you engaging in any act prohibited by this AUP or resulting from your violation of this AUP. This paragraph will survive any termination or expiration of any applicable subscriber agreement for Service.