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Residential Internet and Television Service Terms and Conditions

Effective Date: March 3, 2026

Revision: 2026.03.03

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1. Nature of Agreement and Applicability

These Residential Internet and Television Service Terms and Conditions (this “Agreement”) govern the residential Internet Service and optional Television Service provided by Horizon Communication Services, LLC (“Horizon”).

This Agreement is intended for ordinary household and personal use only. Commercial or business use requires a separate business service agreement. If Horizon reasonably determines that Residential Service is being used for business purposes, Horizon may require reclassification to a business plan, apply different pricing/terms, restrict features, or suspend/terminate Service.

This Agreement is not a guarantee of continuous availability and is not a service-level agreement (SLA). Service is provided on a month-to-month basis unless otherwise stated in writing.

2. Definitions

“Customer” means the account holder requesting or using Service.

“Service” means Horizon’s residential Internet Service and, if selected, Television Service.

“Service Address” means the physical location where Service is installed and used.

“Base Rate” means the monthly service rate excluding taxes, governmental fees, and other pass-through charges.

3. Description of Service

Horizon provides residential broadband Internet access via fiber and, in limited cases, fixed wireless where available. Fiber plans are generally provisioned as symmetrical (download and upload) speeds. Wireless performance may vary and is affected by signal conditions, distance, interference, and other factors.

Service is delivered on a shared, best-effort basis. Actual throughput, latency, and performance may vary based on overall network usage, upstream conditions, Customer equipment, Wi-Fi environment, and third-party services.

4. Service Performance and Speed Expectations

Advertised speeds are “up to” maximum speeds under optimal conditions and are not guaranteed at all times. Wired Ethernet testing directly from a device to the network equipment is the benchmark for speed verification. Wi-Fi results may be lower and more variable.

Horizon designs and maintains its Network to provide reliable residential Internet Service. Because the Service operates on a shared, best-effort basis, Horizon does not guarantee uninterrupted connectivity or performance tailored to specific applications or individual usage requirements (including gaming, streaming, video conferencing, or remote work).

Horizon may temporarily reduce speeds or availability during maintenance, upgrades, or network protection events, including emergency work needed to protect customers, equipment, or Network integrity.

No data caps or routine throttling are applied based solely on high usage; however, Horizon may temporarily restrict, rate-limit, or suspend Service when reasonably necessary to address network abuse, security threats, harmful traffic, loops, or other conditions that threaten Network stability or other customers' experience.

5. Emergency and Critical Use Disclaimer

Residential Internet Service operates on a shared, best-effort basis and may experience interruptions or outages from time to time. Customer acknowledges that the Service should not be relied upon as the sole means of communication for emergency or critical situations.

Horizon is not liable for damages arising from service interruptions that affect emergency communications or time-sensitive activities.

Horizon does not support or guarantee compatibility with medical monitoring devices or other health-related equipment that require uninterrupted connectivity. Customers using such devices are responsible for maintaining appropriate backup or alternative communication methods.

6. Network Security and Customer Responsibilities

Customer is responsible for securing Customer-owned devices, networks, and accounts, including maintaining current software/firmware, using strong passwords, and preventing unauthorized access.

Horizon is not responsible for viruses, malware, ransomware, spyware, phishing, identity theft, unauthorized access, or other security incidents affecting Customer devices or data.

Device and Compatibility Disclaimer: Horizon does not guarantee compatibility of the Service with all third-party devices, software, streaming platforms, gaming systems, smart home equipment, or other connected technologies. Customer is responsible for ensuring that personal devices and equipment meet applicable technical requirements.

7. Privacy

Horizon collects, uses, and maintains customer information in accordance with its Privacy Policy.

The Privacy Policy describes the types of information collected, how information is used, how it may be disclosed, and the safeguards implemented to protect customer data.

The Privacy Policy is incorporated into this Agreement by reference and may be updated from time to time. The most current version is available on Horizon's website.

8. Wi-Fi and In-Home Networking

Horizon may provide a Wi-Fi router or other in-home networking device as part of Service. Horizon-provided networking equipment is managed by Horizon and may be configured to support Service performance, security, and billing/suspension controls.

Customer may connect Customer-owned devices (including additional routers, switches, and access points) at Customer's own risk. Horizon is not responsible for the setup, operation, or performance of Customer-owned networking equipment, including issues caused by improper configuration, interference, or network loops.

If Customer uses Customer-owned Wi-Fi or networking equipment, Customer assumes responsibility for Wi-Fi coverage, device compatibility, and troubleshooting beyond confirming Service delivery to Horizon's demarcation point.

9. Acceptable Use and Network Abuse

Residential Service is intended solely for ordinary household and personal use. Customer agrees not to use, or permit others to use, the Service for any unlawful, harmful, abusive, or disruptive activity, including but not limited to:

- Violating any local, state, or federal law;
- Transmitting or distributing copyrighted material without authorization;
- Operating commercial services, hosting public servers, or conducting business activities without a Business Service Agreement;
- Reselling or redistributing Service to third parties;
- Operating public Wi-Fi access points for non-household use;
- Sending spam, phishing messages, or malicious traffic;
- Distributing malware, participating in botnets, or engaging in denial-of-service attacks;
- Attempting to gain unauthorized access to other networks, systems, or accounts.

Repeated copyright infringement complaints or verified abuse incidents may result in suspension or termination of Service.

10. Network Management

To protect the Network and other customers, Horizon may monitor network performance and may take reasonable measures including filtering, blocking, rate limiting, traffic shaping, or temporary suspension when necessary to address congestion, harmful traffic, abuse, security threats, or operational issues.

Horizon may disable or restrict connections that create network loops, broadcast storms, excessive automated traffic, or other conditions that threaten stability.

11. Billing and Payment Terms

Forward Billing: Service is billed in advance. Invoices are typically issued approximately fourteen (14) days prior to the due date.

Non-Payment and Suspension: If an invoice is not paid by the due date, Service may be automatically suspended at 8:00 PM on the day after the due date. Service restoration generally requires payment of all past due amounts. Horizon may implement a restoration fee in the future with reasonable notice.

No Late Fees: Horizon does not currently assess late fees for residential Service; however, Horizon may introduce or modify fees with reasonable notice, subject to any applicable price guarantees.

No Proration/Refunds: Monthly service charges are not prorated. If Customer cancels after paying for a billing period, Service will remain active through the end of the paid period, and no refunds will be issued (unless required by law).

Payment Extensions: As a courtesy, Horizon may grant short-term payment extensions of up to seven (7) days when requested before suspension. A Customer may receive up to two (2) extensions within a rolling twelve-month period. Horizon may modify or discontinue this courtesy program at any time.

12. Communications and Service Notifications

Customer agrees that Horizon may contact Customer using the phone number(s) and email address(es) provided during account setup for service-related communications.

Service-related communications may include billing reminders and payment notifications, suspension notices, planned maintenance notifications, outage alerts, account updates, and security or service-impacting information.

Horizon may deliver such communications by phone call, text message (SMS), email, billing notice, or other reasonable electronic methods. Horizon does not send marketing or promotional text messages unless separately authorized by Customer.

Message and data rates may apply. Customer may opt out of text messages at any time by replying STOP to a message (where available) or by contacting Horizon. Opting out may result in Customer not receiving time-sensitive notices such as billing reminders or outage alerts.

Customer is responsible for keeping contact information current.

13. Television Service

If Customer subscribes to Television Service, the television content and application platform are provided through a third-party partner, RealChoice TV, as part of a joint effort to deliver Television Service to Horizon customers.

Television Service is not guaranteed to function outside Horizon's Network and, in practice, is intended to operate only while connected through Horizon Service.

Television Support: RealChoice TV is the first line of support for Television Service issues. Customer should contact RealChoice TV support at 844-565-6488. RealChoice TV may contact Horizon if the issue appears to be related to Horizon's Network.

Content and Lineup: Channel lineups, programming, and features may change due to licensing and content agreements. Where Horizon provides a written base-rate price guarantee for Television Service, Horizon will honor the Base Rate for the stated guarantee period. Taxes and regulatory fees are excluded from any Base Rate guarantee.

After the expiration of any applicable price guarantee, Television Service pricing may be adjusted with reasonable notice to reflect changes in programming costs, licensing agreements, operational expenses, or market conditions.

14. Installation and Property Access

An individual eighteen (18) years of age or older must be present at the Service Address during installation. By permitting installation to proceed, the adult present represents that they are authorized to approve the work performed.

Customer represents and warrants that they are the property owner or have obtained all necessary permissions from the property owner, landlord, homeowners association, or other authorized party to permit installation of Service and related equipment. Customer agrees to indemnify Horizon against claims arising from failure to obtain such authorization.

Installation may require drilling through walls, mounting equipment to structures (including exterior mounting), trenching or burying cable, accessing attics or crawlspaces, or making other reasonable physical modifications necessary to deliver Service.

Horizon will use reasonable care during installation; however, Horizon is not responsible for pre-existing structural defects, hidden wiring/pipes/utilities, or damage resulting from inaccurate or incomplete information provided by Customer.

Where trenching/underground work is required, Horizon will determine a reasonable path for cable placement. Restoration is limited to reasonable backfilling and surface leveling. Horizon does not guarantee restoration of landscaping, sod, decorative features, irrigation systems, invisible fencing, private utility lines, or other improvements not marked or disclosed prior to installation.

Installation/Drop Fees: Installation or drop fees, where applicable, are non-refundable once installation work has commenced.

15. Equipment

Certain equipment used to provide Service may be owned by Horizon and is provided subject to a separate Equipment Agreement executed by Customer.

The Equipment Agreement is incorporated into this Agreement by reference and forms part of the overall service relationship between the parties.

Customer's rights, responsibilities, return obligations, replacement costs, and damage liability related to Horizon-owned equipment are governed by the Equipment Agreement. In the event of any conflict between this Agreement and the Equipment Agreement regarding equipment-related matters, the Equipment Agreement shall control.

Failure to comply with the Equipment Agreement may result in charges, suspension, or termination of Service.

16. Maintenance and Service Interruptions

Planned Maintenance: Horizon typically performs planned maintenance during late-night hours and will provide at least twenty-four (24) hours' notice when reasonably practicable.

Emergency Maintenance: Horizon may perform emergency maintenance without prior notice when necessary to protect the Network, customers, or equipment.

Credits: Residential Service does not include SLA credits or outage credits. Horizon may, in its sole discretion, provide courtesy credits for extended outages, but is not obligated to do so.

17. Force Majeure

Horizon shall not be liable for any delay, interruption, failure, or degradation of Service resulting from causes beyond its reasonable control, including severe weather, natural disasters, fire, flood, lightning, utility power outages, fiber cuts, third-party damage, construction/excavation damage, vandalism, theft, government actions or emergency orders, labor disputes, equipment shortages, supply chain disruptions, failures of upstream providers or infrastructure providers, and actions or inactions of utility companies, pole owners, property owners, or right-of-way authorities.

Horizon will use reasonable efforts to restore Service as soon as practicable following resolution of the Force Majeure condition.

18. Modification of Terms and Price Guarantees

Horizon may modify, update, or amend this Agreement, policies, service features, operational practices, or pricing from time to time. Horizon will provide reasonable notice of material changes via email, text message, billing notice, website posting, or other reasonable method.

Price Guarantees: Nothing in this section overrides a written price guarantee or promotional pricing commitment expressly provided by Horizon for a specified duration. Where a written Base Rate price guarantee applies (including Horizon's advertised 5-year Internet Base Rate guarantee and 3-year Television Base Rate guarantee when offered), Horizon will not increase the guaranteed Base Rate during the stated guarantee period.

Taxes and Fees: Taxes, governmental fees, regulatory charges, franchise fees, and other pass-through assessments imposed by law or third parties are excluded from Base Rate guarantees and may change at any time.

If Customer does not agree to a material modification unrelated to an existing price guarantee, Customer may cancel Service prior to the effective date of the change without early termination penalty.

19. Indemnification

Customer agrees to defend, indemnify, and hold harmless Horizon, its officers, employees, contractors, affiliates, and agents from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Customer's use or misuse of the Service;
- Customer's negligence, willful misconduct, or violation of this Agreement;
- Violation of any applicable law or regulation;

- Infringement of intellectual property rights;
- Transmission or distribution of unlawful, harmful, or unauthorized content;
- Operation of unauthorized commercial activities using Residential Service;
- Claims arising from Customer-owned equipment, devices, or network configurations.

This indemnification obligation applies to the extent such claims arise from Customer's conduct and shall survive termination of this Agreement.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HORIZON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HORIZON'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR ONE (1) MONTH OF SERVICE IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

21. Dispute Resolution and Binding Arbitration

The parties agree to first attempt to resolve disputes informally. Customer must provide written notice of the dispute to Horizon and allow at least thirty (30) days for Horizon to attempt resolution before initiating arbitration or legal proceedings.

If the dispute cannot be resolved informally, it shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules then in effect.

Arbitration shall take place in Lawrence County, Ohio, unless otherwise required by applicable law.

The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including the arbitrability of any claim.

Arbitration shall be conducted on an individual basis only. Class actions, collective actions, and representative proceedings are not permitted.

Either party may elect to bring an individual claim in small claims court in Lawrence County, Ohio, provided the claim qualifies for small claims jurisdiction and remains an individual action.

Each party shall bear its own attorneys' fees and costs unless otherwise awarded by the arbitrator in accordance with applicable law.

Nothing in this section prevents either party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to protect its rights pending arbitration.

This arbitration provision shall survive termination of the Agreement.

22. General Legal Provisions

Governing Law: This Agreement is governed by the laws of the State of Ohio, without regard to conflict of laws principles.

Entire Agreement: This Agreement, together with the Equipment Agreement and any applicable service order, pricing confirmation, promotional offer, or written price guarantee, constitutes the entire agreement between Customer and Horizon regarding the Service and supersedes prior or contemporaneous communications or agreements.

Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

Waiver: Horizon's failure to enforce any provision is not a waiver of its right to enforce that provision later.

Assignment: Customer may not assign this Agreement without Horizon's prior written consent. Horizon may assign this Agreement to an affiliate, successor, or purchaser of substantially all Service-related assets.

Survival: Provisions that by their nature should survive termination (including indemnification, limitation of liability, dispute resolution, and equipment return obligations) shall survive termination.

23. Customer Acknowledgment and Acceptance

By signing below, Customer acknowledges receipt of this Agreement and agrees to its terms.

I acknowledge that Horizon may send service-related text messages and emails to the contact information I provide, including billing reminders, maintenance notifications, and outage alerts. Message and data rates may apply. I understand I may opt out of text notifications at any time by replying STOP or contacting Horizon.

Residential Internet and Television Service Terms and Conditions Signature

Document Effective Date: March 3, 2026
Document Revision: 2026.03.03

**By signing below, Customer acknowledges receipt of the Horizon
Communication Services, LLC Residential Internet and Television
Service Terms and Conditions and agrees to be bound by its terms.**

Customer Name: _____

Service Address: _____

Phone: _____

Signature: _____

Date: _____