



Service Start Date

____/____/____

Your Local Internet & IT Services Provider

Fourway Fiber Internet Service Agreement

Name: _____

Phone Number: _____

Service Address: _____

Email Address: _____

City: _____

State: _____

Zip Code: _____

How Did You Hear About Us?

The person that referred you gets a \$50 credit applied to their account!

Step 1: Select your desired plan:

		Monthly Cost:	Standard Setup Cost:	Desired Plan:
Fourway Fiber 100x100 Service	(100mbps down/100 mbps up)	\$49.00	\$0.00	
Fourway Fiber 250x250 Service	(250mbps down/250mbps up)	\$69.00	\$0.00	
Fourway Fiber 500x500 Service	(500mbps down/500mbps up)	\$99.00	\$0.00	
Fourway Fiber 1Gigx1Gig Service	(1000mbps down/1000mbps up)	\$125.00	\$0.00	

Step 2: Select your router option:

	Monthly Cost:	Setup Cost:	
Fourway No Worry Plan (Free on 500 Meg and 1 Gig plans)	\$9.99	\$0.00	(includes one wireless router, managed by us)
Fourway No Worry Plan With Mesh	\$19.99	\$0.00	(recommended for homes >2500 sq ft)
I Will Provide My Own Wireless Router	\$0.00	\$0.00	(I am responsible for maintenance/replacing router)

Step 3: Select your optional add-ons:

Fourway VOIP Phone Service	Monthly Cost: \$35.00	Setup Cost: \$99.99	(no setup charge option available)
Private Email Address	Monthly Cost: \$5.00	Setup Cost: \$0.00	(also available for \$50 per year)

Step 4: Choose your payment plan:

Monthly: Payment on 1st of each month (auto) via Checking/debit/credit card	
Quarterly: Payment for service due on 15th of 1st month of quarter	
Yearly: Payment for service due 15 days from the invoice date (You pay for 12 months at a time, and get the 13th month free)	

Step 5: Set up your payment method (completed before your technician leaves)

- ☐ **Checking (ACH)** Recommended! \$10 one time credit
- ☐ **Debit/Credit Card**
- ☐ **Mailed check:** Quarterly or yearly plans only. Payment must be *received* by due date. Payment for the first quarter/year is due upon service installation & activation.

Whether you are doing auto-pay or manual payments, let's get them setup:

- ☐ Log in to your Fourway customer portal using the email address above, or
- ☐ Call Fourway Billing at (574)277-7720 ext. 4 – and we'll set it up over the phone

*Prefer to pay each invoice yourself? You can pay anytime through the Fourway customer portal portal.fourway.net***Billing/mailing address:** ☐ Same as service address above

If different: _____ City: _____ State: _____ Zip Code: _____

Payment received by Fourway today: \$ _____ ☐ Cash ☐ Check # _____ Tech Initials: _____**Step 6: Review & Sign**

No contracts! Service is month-to-month with no term commitment or early termination fee. Speeds are approximate and not guaranteed. Prepaid quarterly/yearly payments are refundable only for the period of time unused. Taxes and fees may apply when VOIP service is selected. Initial below for the following items that apply:

_____ I agree to the Terms of Service on page 2 and at Fourway.net, including equipment return, late fee, and liability terms

_____ I authorize Fourway to charge my account or card on the schedule selected until I cancel in writing or over the phone

_____ (VOIP only) I understand VOIP 911 may not work during a power or internet outage

Print Name: _____ Signature: _____ Date: _____



Terms of Service & Acceptable Use Policy

These terms apply to the standard services selected in this agreement. Non-standard or custom services provided under a separate written agreement with Fourway are governed by that agreement. Our Copyright & DMCA Policy, Discounts & Bundles Policy, Fourway No Worry Plan Policy, Network Management Policy, and Privacy Policy are all available on the "FAQ & Legal Policies" page at fourway.net and are part of this agreement.

Acceptable Use. Customers may not use Fourway services to: break any law; harm or attempt to harm minors; threaten, harass, defraud, or impersonate others; send spam or unsolicited bulk email; infringe copyrights or other intellectual property, including through file sharing; access accounts, systems, or networks without authorization; collect personal information about others without their consent; disrupt Fourway's network or anyone else's use of the internet; or resell service without Fourway's written permission. Customers are responsible for securing their own network and for all activity on it. Fourway does not routinely monitor customer activity but may investigate suspected violations and cooperate with law enforcement. Violations may result in a warning, suspension, termination, and/or charges for costs Fourway incurs. Fourway will terminate the service of customers who are repeat copyright infringers. Report abuse to legal@fourway.net. Copyright notices may be sent to Fourway's designated DMCA agent; see the Copyright & DMCA Policy at fourway.net.

Payments & Late Fees. Payments are due on the schedule selected in Step 4. If payment is not received within 15 days after the due date, a \$20 late fee will be applied and service may be suspended until the full balance is paid.

Cancellation & Refunds. Service is month-to-month. Customers may cancel at any time by phone or in writing. Upon cancellation, any remaining credit on the account will be refunded within 30 days, less unpaid balances, fees, or charges for unreturned or damaged equipment. Prepaid months are credited at the regular monthly rate, and the free 13th month on yearly plans applies only after 12 paid months of service. Fourway may cancel service with 30 days' notice, or immediately for nonpayment or violation of these terms. Fourway may also suspend or cancel service immediately if a customer threatens, harasses, or is abusive toward Fourway staff, or prevents Fourway from safely servicing equipment.

Equipment. Equipment provided by Fourway remains Fourway's property unless purchased by the customer. After cancellation, the customer must return the equipment or allow Fourway to retrieve it within a reasonable amount of time. Equipment that is not returned, or is damaged by anything other than lightning, flood, or another natural event, will be charged at its \$400 replacement cost. No Worry Plan equipment is covered by the No Worry Plan Policy. If Fourway must hire an outside attorney to recover equipment or unpaid balances, the customer agrees to pay reasonable attorney fees and court costs. The customer grants Fourway access to the service address to install, maintain, and remove equipment. Renters are responsible for obtaining landlord permission.

Fourway VOIP Service. Existing phone numbers can be transferred to Fourway at no charge; this takes up to two weeks and requires additional paperwork. Otherwise, a local number is assigned. Additional ATA boxes or VOIP phones are \$150 each. **911 Notice:** VOIP 911 service will not work during a power or internet outage. 911 calls are routed using the service address on file. Customers must notify Fourway before moving VOIP equipment to a new address, because 911 may not reach the correct emergency center or show the correct location if the equipment is used elsewhere. Fourway recommends keeping another way to call 911, such as a cell phone.

LIMITATION OF LIABILITY. FOURWAY'S TOTAL LIABILITY FOR ANY CLAIM RELATED TO ITS SERVICES SHALL NOT EXCEED THE AMOUNT THE CUSTOMER PAID FOURWAY DURING THE THREE MONTHS BEFORE THE CLAIM AROSE. FOURWAY IS NOT LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA, LOST PROFITS, OR BUSINESS INTERRUPTION, RESULTING FROM SERVICE OUTAGES, DELAYS, OR INTERRUPTIONS, INCLUDING ANY INABILITY TO REACH 911. THIS LIMITATION APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW. Fourway may, at its discretion, issue service credits for extended outages.

Privacy. Fourway does not sell customers' personal information, including information in Fourway-hosted email accounts.

Changes to These Terms. Fourway may update these terms and its policies by posting the revised version at fourway.net. Fourway will give at least 30 days' notice of price increases or other changes that materially affect customers, by email, including a notice in the customer's emailed invoice or payment receipt. Continuing service after the effective date means acceptance. Customers who do not agree may cancel under the Cancellation & Refunds terms above.

General. Services are provided "as is" without warranties of any kind, except as stated in this agreement. Fourway is not responsible for outages or delays caused by events beyond its reasonable control, including weather, power failures, or third-party network failures. The customer agrees to cover any claims, damages, or costs Fourway incurs because of the customer's violation of these terms. The customer agrees to receive invoices and notices by email at the address on file. Customers are responsible for keeping their email address on file current. This agreement, together with the policies referenced above, replaces any prior Fourway agreement for the services selected above and is the entire agreement for those services. It does not change any separate written agreement for other Fourway services, which remains in effect under its own terms. Fourway may transfer this agreement to a successor company. This agreement is governed by Indiana law, and any dispute will be heard in the courts of Marshall County, Indiana. If any part is found unenforceable, the rest remains in effect.