# FOURWAY.net

Service Start Date ___/___/___

Your Local Internet & IT Services Provider

## Internet Service Contract

Name: _____ Phone Number: _____

Physical 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: | Setup Cost: | Desired Plan: |
|---|---|---|---|---|
| Fourway Fiber 100x100 Service | 100mbps down/100mbps up | $49 | $0.00 | |
| Fourway Fiber 250x250 Service | 250mbps down/250mbps up | $69 | $0.00 | |
| Fourway Fiber 500x500 Service | 500mbps down/500mbps up | $99 | $0.00 | |
| Fourway Fiber 1Gigx1Gig Service | 1000mbps down/1000mbps up | $125 | $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 w/ Whole Home WiFi System | $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 or replacing router) |

## Step 3: Select your optional add-ons:

| | Monthly Cost: | Setup Cost: | |
|---|---|---|---|
| Fourway VOIP Phone Service | $35.00 | $99.99 | (includes one ATA box or VOIP phone) |
| Private Email Address | $5.00 | $0.00 | (also available for $50 per year) |

## Step 4: Choose your payment plan:

| | |
|---|---|
| Monthly: Payment on 1st of each month **(auto)** via 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 **(not prorated)** (You pay for 12 months at a time, and get the 13th month free) | |

## Step 5: Fill out your payment information:

Card Type (Visa,MasterCard,etc.): _____ Billing Address: _____

Name on Card: _____ City: _____

Card Number: _____ State: _____

Expiration Date: _____ CVV Code: _____ Zip Code: _____

## Step 6: Read the below information and sign the contract:

The first billing is due on receipt of the equipment/installation of the internet connection; this includes the setup fees **(monthly cost is prorated for monthly/quarterly plan).** All plans & their associated speeds are not available in all areas and are dependent on the equipment that is able to be used. The information for each plan is approximate and not guaranteed. **The standard setup fee doesn't include cost of wire burial. If a wire bury is necessary for the install, you will be charged an additional fee. Please initial here that you understand these terms:**

Detailed information about all of our plans is available on our website or by contacting us via phone/email. In the event that we design and create a custom plan to meet your needs, it will be written on your contract and will need to be selected. 50% of the setup cost of that plan will need to be paid before the work begins, and the remainder will be due upon completion of the work. By signing this contract you agree to the terms of service and to the acceptable use policy listed elsewhere in this agreement. You also agree to be responsible for the equipment provided.

It is understood that the equipment leased or used by the customer is the sole property of Fourway Computer Products, Inc (Fourway). In the event that Fourway has to retain an attorney that is not our salaried employee, to obtain possession of its property or to collect any monies owed under this contract; the customer agrees to pay the reasonable attorney fee charged by that attorney as well as any court costs. **Fourway or its representatives are authorized to remove equipment provided upon termination of service. The replacement cost of the equipment is $500.00 and will be owed if we are prevented from getting the equipment back and/or if the equipment has been damaged that isn't due to an act of God or Nature. Please initial here that you understand these terms:**

**Terms of Service:** This agreement shall be for 1 year from the date of service activation. The agreement will extend for 1 month at a time after the first year. The customer has the option to cancel the contract anytime within the first 30 days of service. Fourway shall not be liable for any loss of service except for the amount charged to the customer. This contract is not binding until the Internet service is installed or custom plan is completed.

Fourway Acceptance & Date

Customer Acceptance & Date

Call our Sales department to get an online secure link to fill this out at 1-800-733-0062; or send filled out to sales@fourway.net; or mail to 12700 4A Road Plymouth, IN 46563; or come to our Plymouth Office and fill out

**Terms of Service & Acceptable Use Policy**

Fourway's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Fourway's Internet services (the "Services") - those who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Services ("Members") - must comply with this AUP.

We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services, except for certain proprietary Web sites. However, in accordance withour Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Fourway may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Fourway account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

Fourway may include localized advertisements, which helps support the enhanced services we offer to all customers. You may opt out of localized advertising by sending a letter to Fourway Computer Products, 12700 4A Road, Plymouth IN 46563.

**Violations of Fourway's Acceptable Use Policy (AUP)**

**Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations promulgated thereunder. Harm to minors. Using the Services to harm,or attempt to harm, minors in any way. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
**Fradulent activity:** Using the Services to making fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and " chain letters." Forgery or impersonation. Adding, removing, or modifying/identifying network header information in an effort to deceive or mislead is prohibited, Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed. Unsolicited commercial email/Unsolicited bulk email.Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
**File Sharing & Peer to Peer Sharing:** Using file sharing software or systems that allow continuous downloading & uploading. These programs may allow copyright infringement and are expressly prohibited. Accordingly, Fourway maintains the right to terminate any member's connection following any extended period of activity as determined by Fourway. The customer assumes all liability that may be associated with this activity.
**Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Fourway's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
**Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Fourway is registered under the Digital Millennium Copyright Act of 1998.
**Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
**Reselling the services:** Reselling the Services without Fourway's authorization.
**Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Fourway Services or the Internet. This included "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services, or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

**Reporting Violations of Fourway's AUP**

Fourway requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department,abuse@fourway.net. If available, please provide the following information: The IP address used to commit the alleged violation, the Date and time of the alleged violations, including the time zone or offset from GMT. Evidence of the alleged violation Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Fourway may take any one or more of the following actions in response to complaints: Issue written or verbal warnings, Suspend the Member's newsgroup posting privileges, Suspend the Member's account, Terminate the Member's account, Bill the Member for administrative costs and/or reactivation charges, Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

**Fourway No Worry Plan/Fourway No Worry Plan with Whole Home WiFi System**

Full details & specifics for these plans are available on our website at "https://fourway.net/fourway-no-worry-plan-policy"

**Fourway VOIP Service**

The customer has the option of porting over their existing phone number to our VOIP service for no additional charge (it can take up to two weeks for this to be completed and requires additional paperwork to be filled out). If the customer chooses to not port over an existing number, then we will use a number that is local to their area. Our VOIP service does not charge anything extra for long distance calls, and there is no limit on the number of minutes that can be used with it.

An ATA box allows for all of the existing phones in the house (connected via phone lines to each) to work with our service without changing them out. Our VOIP phone comes in a standard office phone version (corded) and a cordless version where the handset can be used throughout the premises. If the customer chooses for any reason to purchase additional ATA boxes or VOIP phones, they cost $150 each.

We do offer business plans upon request to encompass more complicated phone system setups.

**Private Email Account(s)**

We do not sell personal information on any email accounts that we host.

**Late Fee Policy**

30 days past your INVOICE date, you will be charged a $20 late fee and services will be interrupted until full payment of service and late fees are paid.

**Additional Policies**

All of our other policies are available on our website on the "FAQ & Legal Policies" page.

**Revisions to this Acceptable Use Policy**

Fourway reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.