

## Residential Internet Service Contract

You can reach us via phone at (574)277-7720 or (800)733-0062

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**How Did You Hear About Us?:**  
(Current customers that refer you get a credit)

### Step 1: Select your desired plan:

	Monthly Cost:	Standard Setup Cost:	Desired Plan:
Residential Basic	\$49.00	\$152.50	<input type="checkbox"/>
Residential Gaming & Streaming	\$69.00	\$152.50	<input type="checkbox"/>
Residential Premium	\$99.00	\$152.50	<input type="checkbox"/>
Residential 4K Ready	\$149.00	\$152.50	<input type="checkbox"/>

### Step 2: Select your preferred add-on service:

*(This is completely optional and not required)*

Add-On Plans:	Monthly Cost:	Large Router Setup Cost: <small>(Usually covers &gt;2500 sq. ft areas)</small>	Standard Router Setup Cost: <small>(Usually covers &lt;2500 sq. ft areas)</small>
Fourway No Worry Plan	\$9.99	\$150.00 <input type="checkbox"/>	\$0.00 <input type="checkbox"/>
Fourway No Worry Plan w/ Whole Home WiFi System	\$19.99	<input type="checkbox"/>	Setup Cost: \$150.00 <input type="checkbox"/>

### Step 3: Choose your payment plan:

Monthly: Payment on 1st of each month ( <b>auto</b> ) via debit/credit card	<input type="checkbox"/>
Quarterly: Payment for service due on 15th of 1st month of quarter	<input type="checkbox"/>
Yearly: Payment for service due 15 days from the invoice date ( <b>not prorated</b> ) (You pay for 12 months at a time, and get the 13th month free)	<input type="checkbox"/>

### Step 4: Fill out your payment information:

Card Type (Visa/MasterCard): \_\_\_\_\_ Billing Address: \_\_\_\_\_

Name on Card: \_\_\_\_\_ City: \_\_\_\_\_

Card Number: \_\_\_\_\_ State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Step 5: 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.** 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. If the equipment provided is not returned on discontinuation of service, you will be billed the replacement value of the items not returned or damaged.

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.

**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.

Fourway Acceptance &amp; Date: \_\_\_\_\_

Customer Acceptance &amp; Date: \_\_\_\_\_

## 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 with our 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, 51061 S.R. 933 North, South Bend IN 46637.

### 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.

**Fraudulent 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](mailto: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

These plans have a minimum time commitment of 6 months. A credit card or debit card is required to be on file in order to subscribe to this plan.

In the event that a customer on the Fourway No Worry Plan decides to cancel it and has a standard managed router, it will need to be returned within 14 business days or a no return fee will be applied to the customer's account. They can either drop the router off at our office or mail it in with a mailing service of their choice (office address is 12700 4A Road, Plymouth IN 46563). The no return fee for the standard managed router is \$100.

In the event that a customer on the Fourway No Worry Plan decides to cancel it and has a large managed router, it will need to be returned within 14 business days or a no return fee will be applied to the customer's account. They can either drop the router off at our office or mail it in with a mailing service of their choice (office address is 12700 4A Road, Plymouth IN 46563). The no return fee for the large managed router is \$300.

In the event that a customer on the Fourway No Worry Plan with Whole Home WiFi System decides to cancel it, all of the nodes (routers) will need to be returned within 14 business days or a no return fee will be applied to the customer's account for each node. They can either drop the nodes (routers) off at our office or mail them in with a mailing service of their choice (office address is 12700 4A Road, Plymouth IN 46563). The no return fee for each node (router) is \$125.

### 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.