



51061 State Road 933 North  
 South Bend, IN 46637  
 574-277-7720/800-733-0062

Broadband Internet Service Application & Agreement

Service Start Date:

Name:		Phone:	
Company:			
Address:			
City:	State:	Zip:	

**Wireless Internet Service Plans & Options**

Plans	Monthly Rate (MRC)	Standard Setup Fee	Email Accounts Included	Plan Chosen
Business 26-50 users	\$299	\$199-\$249	50	
Business 16-25 users	\$199	\$199-\$249	25	
Business 4-15 users	\$99	\$199-\$249	15	
Business 1-3 users	\$69	\$199-\$249	5	
Residential	\$49	\$99-\$199	3	
<b>Options:</b>	Price each			
Static IP	\$5	None		
Domain Hosting	\$20	\$50	10	
Additional Email	\$2	None		

Please mark the plan you want. Credit or debit card payment is required for residential accounts (Visa/MasterCard). Business accounts are billed quarterly and payment is due by 10<sup>th</sup> of the first month (approved credit required). **Equipment and setup costs are additional.** The first billing is due on receipt of the equipment & includes the setup fees & first month's service.

By signing this contract you agree to the terms and to the acceptable use policy listed elsewhere in this agreement. You also agree to be responsible for the equipment listed above. 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. In the event that Fourway Computer Products, Inc. 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 court costs. Fourway Computer Products, Inc. or it's 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 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 month of service. Fourway shall not be liable for any loss of service except for the amount charged to the customer.

Credit Card Info: (MasterCard or Visa only)	Number:
Name on Card:	Expiration date:
Fourway Acceptance & date	Customer Acceptance & Date

Sign, Date & fax to 574-277-1253 or Mail to Address Above

## 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 includes "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, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

**Long Connections and Multiple Logins.** Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, Fourway maintains the right to terminate any member's connection following any extended period of inactivity as determined by Fourway.

### 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, at: 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 violation, 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 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.
- Suspend the Member's newsgroup posting privileges
- Terminate the Member's account

### 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.