



Terms for DSL or Fiber subscriptions

1.1 General provisions

The subscription terms for our products vary. The individual contract concluded with green.ch always applies. Our current subscription terms, with the exception of special promotions and agreements, are as follows:

1.2 Bandwidths / Service Level

The downstream/upstream speed specifications for xDSL and Fiber are understood to be "best effort" and cannot be guaranteed. Depending on the distance to the local exchange and the quality of the conductors, performance may be reduced. Permanent xDSL or Fiber availability cannot be guaranteed.

The service counts as performed, as soon as the xDSL- or fibersignal is activated. Under some circumstances it may be necessary to consult an electrician after the signal activation. Additional charges, generated through mentioned consultation, will not be assumed by the provider.

Green.ch supports his clients until a (from green.ch delivered) xDSL- or FTTH- router is connected to the internet. For advanced networks, firewalls or similar, the customer may have to request support from a third partner of his choice.

In case of a signal interruption, green.ch is authorized to make a reparation request at the responsible line provider and forward possible charges to the customer.

1.3 Free eMail addresses

The free offer applies to existing green.ch DSL customers as well as for new DSL orders. With a green DSL subscription the customer receives five free e-mail addresses of the type of: @green-mail.ch, @tic.ch, @active.ch or @switzerland.net. In case of a cancellation of the DSL subscription the e-mail addresses will automatically be deleted as well. The customer has the possibility to prevent this automatic deletion by subscribe a separate SurfMail subscription. This new service is chargeable.

1.4 Security on the Internet

When connected to the Internet, computer systems and networks run the risk of hacker and virus attacks. It is the customers' responsibility to make sure that their systems are equipped with the latest virus protection and that connection to the Internet is neither unprotected nor transparent.

1.5 Provision of DSL and Fiber signal

If it is necessary to provide the DSL signal again, for instance due to number mutations, no setup fees will be invoiced for xDSL subscriptions. For green.ch Internet, a connection fee of CHF 99 is charged for a minimum term of 2 months.

Invoicing period and subscription length

Minimum subscription length: 2

All invoices are payable in full within 30 days of the invoice date. Late payments will incur a late fee of CHF 25.00.

1.6 Billing method

Initial billing is by credit card or invoice for 1 month from the date of activation. Subsequent invoicing is in advance 30 days before the beginning of each subscription period, for 1 months each.

1.7 Late payment

In the event of late payment, the company is entitled to block access immediately. If service is



deactivated due to late payment, the signal will be reactivated upon written request and on receipt of payment of the open invoices plus the setup fee and an administration fee of CHF 40.00.

1.8 Subscription upgrades and downgrades

Subscription downgrades can be made at any time after the actual billing period, invoices already issued will not be adjusted. It is also possible to change subscriptions immediately, for instance when changing the DSL technology. Any positive balance based on the difference in the two subscription amounts will not be credited.

Subscription upgrades are possible at any time, free of charge. The difference will be invoiced on a pro rata basis. After service has been turned on, the contract period is automatically renewed for 2 months until it is cancelled. If the customer obtains new hardware free of charge, the contract period is automatically renewed for 12 months until it is cancelled.

1.9 Fair use policy

Services whose use and/or scope are not limited by green.ch are provided as fair use. If use is determined to be excessive, i.e., it drastically affects the performance of systems or data links, green.ch has the right to limit or deactivate the customer's access to these services accordingly. Excessive use can be caused, for example, by offering music, video and/or image downloads and other data-intensive applications.

1.10 Termination

Unless otherwise agreed, either party may terminate the contract at the end of a month subject to a notice period of 2 months or after the minimum contract period. The termination must be in writing and signed by letter or e-mail. If the subscription is cancelled before the agreed minimum subscription period or to a date that was not agreed, reimbursement is excluded. If not cancelled, the subscription will be tacitly renewed for another two months. The use of the subscribed DSL products are not actively monitored by green.ch. Any mutations as well as terminations of the fixnet telephone lines, are to be notified at least 30 days in advance.

1.11 Premature termination until 30 days after order

During 30 days after conclusion of contract, it is possible to withdraw from the contract by stating a justified reason. Green.ch reserves the right to bill the customer for costs it has incurred (such as signal charges, hardware, shipping and handling etc.)

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