

## 1 General Provisions

These subscription terms form an integral part of the contractual relationship between the customer and green.ch AG. They supplement the General Terms and Conditions of Business (GCB) and govern specific aspects of use, service provision, and rights and obligations in connection with the respective subscription.

The terms may vary depending on the product offering and are based on the individual contract concluded with green.ch AG (individual contract). The terms in effect at the time the contract is concluded will apply, unless otherwise stipulated (e.g. in the context of promotions or special agreements).

In the event of contradictions between the various contractual documents, the individual contract, including any promotional or special agreements, takes precedence over the Subscription Terms and the General Terms and Conditions of Business (GCB).

## 2 Invoicing period and subscription length

Minimum subscription length: twelve months

All invoices are payable in full within 30 days of the invoice date. Late payments will incur a late fee of CHF 20.–.

## 3 Billing method

Initial invoicing occurs for three months starting from the activation date. Subsequent invoicing is in advance 30 days before the beginning of each subscription period, for three months each.

## 4 Late payment

In the event of default of payment, green.ch AG is entitled to block access immediately. If the connection is deactivated due to a late payment, it will only be reactivated upon written request and after full payment of all outstanding amounts as well as upon payment of a new activation fee and an additional CHF 50 processing charge.

## 5 Subscription upgrades and downgrades

A subscription can only be downgraded at the end of a subscription period and notification is required at least three months in advance. On request a subscription change can take place with immediate effect. 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 the service has been turned on, the contract period is automatically renewed for three months until it is cancelled. Up- and Down-grades can be directly requested through the customer console.

## 6 Fair Use Policy

For services without set usage or quantity limits, the fair use policy applies. This allows the customer unrestricted use within the scope of normal, non-excessive use.

Use is considered excessive if it results in a sustained or unusually high load on systems or data connections, thereby impairing the quality of the service provided to other customers.

Examples of excessive use include:

- permanent offering of large amounts of data (e.g. music, video or image downloads),
- commercial use of the connection
- operation of data-intensive server services via the private connection

In such cases, green.ch AG reserves the right to restrict, throttle or temporarily deactivate the services concerned.

## 7 Termination

After expiry of the contractually agreed minimum contract term, the subscription may be terminated with a notice period of two months to the end of the respective billing period. Notice of termination, given in writing and signed, must be sent either by post or via the green.ch AG customer portal.

A termination with due notice during the minimum contract term will not take effect until expiry of the minimum contract term at the earliest. Any payments already made will not be refunded.

The contractually agreed minimum contract term remains valid even in the event of a move, regardless of whether the subscribed services are available at the new address or whether the customer moves abroad.

If no termination with due notice is given after expiry of the minimum contract term, the subscription is automatically renewed for another three months at a time.

The use of the subscribed services is not actively monitored by green.ch AG. Failure to use the connection does not constitute a termination and does not affect the fee owed.

[green.ch General Terms and Conditions](#)