Contractual Terms

Owncloud / Nextcloud

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1 Contract Details

1.1 Scope of Application

The following Contractual Terms relate to all variations of the Owncloud (old) and Nextcloud (new) products.

1.2 Object of the Contract

By concluding a contract, the Client acquires their own Nextcloud (formerly known as Owncloud), which is set up on the high-availability Hyper-V infrastructure. However, the Client is unable to access the virtual instance itself outside of Nextcloud.

1.3 Elements of the Contract

By ordering a variation of Nextcloud, the Client declares that they agree in full with the present Contractual Conditions, the General Conditions of Business, and the individually defined options, as well as contract periods (including minimum and notice periods), and thus enter into a binding contractual relationship with green.ch.

1.4 Right to Withdraw

Green.ch grants the client a limited grace period in which subsequently to withdraw from the contract. This right must be claimed in writing within ten calendar days of the order being placed. Fees for services already provided (the set-up of virtual instances, as well as the installation of Nextcloud) are excluded from this right to withdraw from the contract.

2 Duty of Care on the Part of the Client

The client is obliged to install the necessary security software, or to have it installed on its behalf. Furthermore, the client must keep up to date about any potential security gaps and immediately take the necessary action should any be found. The service design means that the client has no administrative access to the virtual instance itself. green.ch must therefore be instructed to fulfill the aforementioned points on behalf of the client.

2.1 Backup and Security

green.ch does not accept any liability whatsoever for damage to client systems, or data theft or data loss. The Client alone is responsible for risk and for business continuity management. The client must also ensure that data is backed up.

Furthermore, the client has no claim for damages in the event of an impairment of the services provided by green.ch, or of server function, as a result of third-party intervention or inadequate action on the part of the Client.
3 Billing Periods & Duration of Contract

Minimum contract period: 6/12/24/36 months (depending on the type of contract chosen). All invoices are payable net within 30 days of the invoice date. A reminder fee of CHF 25.00 will be payable if payment is late. In the event of late payment, green.ch has the right immediately to suspend the service. Following expiry of the minimum contract period, the period of notice is three months, effective at the end of a subsequent contract period. Notice of termination must be signed and served in writing by regular mail, fax or contact form (PDF document). Depending on the type of contract chosen, if no notice of termination is served the contract will be extended automatically.

4 Scope of Service

Networks and virtual instances are monitored by green.ch. The availability of client-specific systems and applications (such as Nextcloud) is neither monitored nor maintained by green.ch. green.ch thus does not intervene in active Client systems (Nextcloud). Rather, it provides the infrastructure alone.

4.1 System Updates & Expanded Memory

System updates and expansions to memory cannot be conducted by the Client, because no access to the virtual instances is granted. The Client is responsible for contacting green.ch for system updates, expansions and other matters. The related work is not covered by the costs of the contract and will be billed by green.ch directly.

The cost of these services is as follows:

1. Initial per order CHF 190.00 (incl. one hour of work)
2. CHF 190.00 for each additional hour. Billing at quarter-hourly intervals.

5 Further Points

Any amendments and additions to the present contract must be made in legally binding form. The General Conditions of Business of green.ch apply in addition and subsidiary to the present Terms. The Terms set out above take precedence over the General Conditions of Business in the event of any conflict. General terms and conditions issued by the Client are deemed inapplicable.