



# Terms for telephone 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 Preselection (automatic dialing code)

Preselection is when all landline telephone calls are preset to a specific network operator (e.g., green.ch). For the customer, this means that all calls will be made via the network operator entered in the settings (e.g., green.ch).

## 1.3 Subscriber connection contract with Swisscom (Switzerland) AG

The customer acknowledges and agrees

that henceforth the stated third-party provider will invoice subscriber connections (incl. additional services according to the current lists found at <http://www.swisscom.ch/en/wholesale/products/fmg-produkte/vta.html>) at the agreed price subject to the provider's payment terms. Please direct all questions related to invoicing to the third-party provider. Swisscom is not familiar with the third-party provider's payment terms;

that the contract with Swisscom for the subscriber connection remains otherwise unaffected. The customer's contract partner for the products invoiced by the third-party provider remains Swisscom in accordance with current Swisscom terms and conditions. The customer is requested to report any changes pertaining to change of address, new orders, mutations, cancellations directly to Swisscom. The customer is obligated to ensure that Swisscom receives information about such changes, incl. any changes in name or address;

that Swisscom may pass on to the third-party provider the customer information necessary for invoicing;

that a third-party provider's VTA (subscriber line billing) connection can only be dialed if the customer has preselected at least one phone number for phone traffic (CPS). If this prerequisite is no longer met, the VTA status immediately lapses and Swisscom will again invoice in accordance with their terms and conditions;

that when the billing contract relationship with the third-party provider is terminated, Swisscom will again automatically invoice in accordance with their terms and conditions. The VTA status is terminated as soon as the customer informs Swisscom or when the third-party provider demonstrates to Swisscom that it has ended. Under no circumstances will Swisscom check the reason behind the termination. If Swisscom ends their cooperation with the third-party provider, then Swisscom itself will again begin invoicing;

that even in the case of a VTA connection, the customer owes Swisscom connection fees. When the third-party provider pays the respective amount to Swisscom, Swisscom's claim against the customer for the delivered services lapses. VTA functionality is activated after notification is received from the third-party provider, usually within five working days. Invoicing is on a pro rata basis. Swisscom has the right to refuse activation or immediately deactivate service if there is sufficient justification (e.g., incorrect information, "blocked" connection). Customers cannot settle Swisscom claims with any claims against the third-party provider. All third-party provider claims (e.g., breach of contract penalties) do not relieve the customer of his payment obligations towards Swisscom. In no circumstances is Swisscom liable for any damages that the customer suffers in connection with VTA services from the third-party provider.



## 1.4 Invoicing period and subscription length

Minimum subscription length: 12/24 months (depending on the chosen contract type) All invoices are payable in full within 30 days of the invoice date. Late payments will incur a late fee of CHF 20.—.

## 1.5 Billing method

Initial invoicing occurs for 12 months starting from the activation date. Subsequent invoicing is in advance 30 days before the beginning of each subscription period, for 12 months each.

## 1.6 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 50.—.

## 1.7 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.

## 1.8 Termination

After the minimum subscription length of 12/24 months (depending on the chosen contract type) has expired, subscriptions can be cancelled with 2 months notice to the end of the subscription period. Cancellation must be in writing and signed and be sent to green.ch by letter or fax. 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 12/24 months (depending on the chosen contract type). The use of the subscribed products are not actively monitored by green.ch.

[green.ch Terms and Conditions](#)