



# Terms for Dedicated Server 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 Customer due diligence obligation

As part of the Dedicated Server service, green.ch leases the server to the customer and grants the customer full and exclusive administration rights on the leased server. The customer is completely and solely responsible for the administration and security of their server. The customer is obliged to install any necessary security software, to constantly monitor for breaches of security and to take action as required immediately. Furthermore, the customer is responsible for ensuring that their programs automatically restart if the hardware or operating system is restarted. The customer is also responsible for setting up and maintaining their servers such that the security, integrity and availability of networks, other servers, software and third party data are not at risk. In particular, the customer must ensure that the server cannot be used to send SPAM mails and/or DDOS attacks and that open mail relays or similar systems cannot be operated on the server. In the event of breaches, the service is to be immediately deactivated. green.ch reserves the right to subsequently terminate the contract without notice.

For the Windows 2003 Server Web Edition Enhanced, the customer accepts the following terms of use from Microsoft:

"You may use the software only on a front end web server to deploy Internet-accessible web pages, sites, applications and services, and to serve POP3 mail. You may run instances of the server software with the following types of software in the same physical or virtual operating system environment on the licensed server:

- Web serving software, such as Microsoft Internet Information Services;
- Management software or security agents, such as Microsoft Operations Manager Agent;
- Database engine software solely to support applications running in that same operating system environment; and
- Business applications, such as CRM, ERP, or internal collaboration and portal software, provided the total number of users of the application at any one time is less than 50;
- Internet facing portal and collaboration applications with no limitation on the number of users at any one time".

## 1.3 Invoicing period and subscription length

Minimum subscription length: 6/12/24/36 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.–.

## 1.4 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.

## 1.5 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.–.



## 1.6 Subscription downgrades or

Upgrades a subscription can only be downgraded at the end of a subscription period and notification is required at least 3 months in advance. 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 12 months until it is cancelled.

## 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 Cancellation

After the minimum subscription length of 6/12/24/36 months has expired, subscriptions can be cancelled with 2 months notice to the end of the subscription period. Cancellation must be submitted in writing and signed and 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 6/12/24/36 (depending on the chosen contract type) months. The use of the subscribed products are not actively monitored by green.ch.

[green.ch Terms and Conditions](#)