



# Service Description (SD) & Service Level Agreement (SLA) greenTalk

## 1. green Talk Service Description

The greenTalk solution from green.ch is an economical, high-quality telephony solution. Make phone calls over your Internet connection and benefit from less expensive call rates in national and international telephone networks.

greenTalk from green.ch was developed for customers who want to do more than just make phone calls. The service's functionality fulfills the latest requirements and capabilities of today's Internet and is convenient for customers to manage and organize. Our professional technicians provide the advice and support you need. Telephony services from green.ch are ideal for SMEs and discerning private customers who are looking for more than just space for their website, who also want professional support and advice.

With each naked Internet connection, you receive a free telephone number that you can use to make low-cost phone calls. Naturally, you can also port an existing phone number to green.ch. Answering machine, call forwarding, number blocking and full cost control are just a few of the benefits of greenTalk.

greenTalk is not suitable for fax or Automatic transmission (alarm systems, lift controls etc.). For Fax we recommend you to use our Fax2Mail solution. Our customer service will be pleased to give you further information.

### 1.1 green.ch customer benefits

- **You have full control of your phone usage**  
You can block access to service numbers, pay services and numbers that are not suitable for children. You can set up call forwarding and an answering machine so that you can be reached anywhere, anytime.
- **Low costs**
- Thanks to greenTalk you can do without the expensive telephone connection. Call abroad, Swiss fixed or mobile networks with flat rates and benefit from low rates.
- **Customer-friendly applications**  
The intuitive, well-designed control panel lets you carry out routine, repetitive tasks yourself. You can also conveniently control how your phone handles incoming and outgoing calls.

### 1.2 Server location

All telephony servers are located in high-security data centers in Switzerland, a guarantee for extremely high service availability.



## 2. Service Level Agreement

In this day and age, telephony is an integral part of our lives. Availability and reliability are an absolute must. This requires a transparent definition of the Customer-Provider relationship. The following Service Level Agreement (SLA) defines both the level of services (service level) that green.ch AG (Provider) supplies and the Customer's obligations.

### 2.1 Subject of the agreement, scope

This SLA only applies to the offer sent with the SLA and the associated signed service agreement. Other agreements between the Provider and the Customer remain unaffected. The SLA is not transferable to other product areas. In the case of conflicting provisions, the provisions in the service agreement take precedence over the provisions in the SLA. In all cases, the Provider's General Terms & Conditions apply.

## 3. Guaranteed service levels

### 3.1 Service availability

The availability of the greenTalk service refers to the network level availability at the interconnection point. greenTalk is a "best effort" product. Since the carrier is not necessarily provided by green.ch, we can give no guarantee for availability or performance.

### 3.2 green.ch maintenance windows

For the purposes of this Service Level Agreement, "planned maintenance" is necessary in order to provide state-of-the-art services or to update the infrastructure. Maintenance times are planned in advance and published at <http://status.green.ch>. If maintenance is required, the Provider will attempt to limit it to one of the regular maintenance windows. The maintenance windows are 05.30–06.30, CET, on Saturdays, Sundays, and Tuesdays.

Should unplanned events or malfunctions occur, green.ch has the right to carry out emergency maintenance work without prior notification. In this case, the maintenance work is published at <http://status.green.ch>.



### 3.3 Financial refunds

Since greenTalk is a “best effort” product, no SLA credits will be issued.

And expressly, no SLA credit will be granted if a service is not available for a specific period of time if this time or a part of this time is due to one of the following reasons:

1. Downtime of equipment on the Customer’s premises (if it does not belong to green.ch), at the Customer’s location (such as due to an electricity outage), or of equipment belonging to one of the Customer’s providers
2. Natural catastrophes, terrorist attacks, or other catastrophic events
3. Downtime due to magnetic/electromagnetic interference or electrical fields
4. Negligence or omission on the part of the Customer (or Customer employees, representative or subcontractor), such as:
  - a. Customer delays in delivering required equipment
  - b. Failure to grant green.ch sufficient access to facilities for testing purposes
  - c. Failure to grant access to Customer premises when reasonably requested by green.ch (or a green.ch representative) to allow green.ch to fulfill their service obligations
  - d. Failure to take appropriate countermeasures regarding services as recommended by green.ch or preventing green.ch from performing these countermeasures themselves
  - e. Failure to use redundancies as offered in the relevant service level
5. Negligence or intentional malpractice on the part of the Customer, including failure of the Customer to follow agreed processes
6. All planned maintenance windows if the Customer was informed thereof, and emergency maintenance carried out to prevent future downtime
7. Shutting off or interruption of services by green.ch after the Customer has not paid an invoice within 40 days of the invoice date, or for other sufficient reasons

Any further claims for damages, arising from greenTalk downtimes are explicitly excluded.

### 3.4 Credit limit / top stop

Top Stop is a protection against hacker attacks. In the event of an attack (fraud), the damage is limited to the set top stop limit (CHF 50.00 by default).

If the top stop limit is reached, no further calls can be made. Incoming and outgoing calls to emergency numbers (112, 117, 118, 143, 144 & 147) are still possible.

Of course, you can continuously increase these limits on your customer portal at <https://my.green.ch>

The top stop is reset to CHF 0.00 on the first of each month.

### 3.5 Liability for VoIP hacker attacks (fraud)

Green.ch declines all responsibility in connection with "fraud attacks" on the customer's infrastructure. All costs arising from such an attack are to be paid by the customer himself. Particularly incurred telephone costs or follow-up costs for the repair of the damage. With Top Stop (see chapter 3.4), the risk or possible damage can be reduced.

### 3.6 Supported standards

greenTalk is only set up for telephony. The Provider does not support fax machines, modems, lift alarm systems or other similar services.



### **3.7 Nomadic use (emergency numbers)**

greenTalk is not suitable for nomadic use. You can use your connection at any Internet location, but the location for emergency numbers cannot be defined. If you use greenTalk at an unregistered location, then you should use your mobile phone or a stationary phone for emergency calls.

VoIP technology will correctly route emergency calls and location identification if the calling party calls from the location that was given to green.ch as the main location. A VoIP user can use IP telephones and the software on any Internet connection. If they are used at a location other than the entered location, it is not possible to correctly route emergency calls. In any event, another, more suitable communications device should be used for emergency calls. green.ch accepts no responsibility for direct or indirect damages arising from incorrect routing.

### **3.8 Line interruption (Signal/IP-Service is not available)**

In this case, the whole connection no longer works. That means, it can no phone calls made at all (no calls to emergency numbers too) and no calls can be received.

### **3.9 Use of client hardware**

green.ch recommends that the greenTalk connection be used on a green.ch Internet connection that is terminated with a Fritz!Box 7XXX. If the Customer reports malfunctions that need to be analyzed by green.ch customer service, green.ch will always analyze them based on a green.ch Internet connection with a Fritz!Box. green.ch cannot provide support for the use of any other hardware components.

## **4. FaxToMail Service Description**

Receive your faxes directly by e-mail with FaxToMail. Please select your personal fax number when registering. If you already have your own fax number, you can use it easily and conveniently with green.ch transfer. This means that you can still be reached on your existing fax number as usual.

The advantages of FaxToMail at a glance:

- Select new fax number or keep existing fax number
- Worldwide receipt of faxes directly by e-mail
- Receive faxes directly from any PC, Mac or smartphone
- Free registration and setup
- Low fixed costs
- the sender's fax number is visible in the subject line

## **5. Customer obligations**

The Customer is especially responsible for ensuring that:

- Customer servers are sufficiently protected from any type of Internet threats
- The Customer uses secure passwords to prevent misuse of greenTalk.
- No applications are installed which are not suitable for greenTalk and could negatively impact the platform (e.g. streaming, game applications, resource-heavy applications, etc.)



## 5.1 Violation of the SLA on the part of the Customer

If the Customer violates this SLA, green.ch has the right to remove the service from the network at any time without prior warning. If Customer use of greenTalk causes damage, green.ch has the right to legal claims.

## 5.2 Fair use policy

Services whose use and/or scope are not limited by green.ch are provided as fair use. If Customer use significantly exceeds normal private use (> 500 minutes per month and number), green.ch reserves the right to take appropriate measures (for example to limit, invoice or deactivate use).

## 5.3 Invoice

greenTalk is usually invoiced every two months. Payments can be made using e-banking with payment slip or a credit card.

## 5.4 notice period

After expiry of the minimum subscription period of 12 or rather 24 months (per selected contract type), the period of notice is 2 months to the end of the billing period. The cancellation must be made in writing and signed by letter or fax. If the cancellation takes place before the expiry of the agreed minimum subscription period or on an appointment not agreed, a refund is excluded. Without notice, the subscription is tacitly extended by the billing period. The use of the subscribed products is not actively monitored by green.ch.

# 6. Support

## 6.1 Services

Support is available for all our services over the standard channels:

- Online support, via ticket system (<http://contact.green.ch>)
- The green.ch website (<http://www.green.ch/en/support>)
- As a green.ch Customer, telephone support at the priority support number +41 844 842 842 during normal office hours, Monday through Friday 08.00–17.30, CET (except before and on public holidays)

## 6.2 Support obligations

- Determine and check the approval of the person who submits the incident and compare it with the Service Level Agreement between the Customer and green.ch
- Start the downtime management process and the troubleshooting process which includes:
  1. Receipt of the incident, opening a trouble ticket, and confirmation
  2. Using internal and external means to prioritize, coordinate, and monitor the troubleshooting process
  3. Informing the Customer about measures taken, interim solutions, and the final solution
  4. Informing the Customer about the restoring of server availability
  5. Analyzing the cause of disturbance and making recommendations for further action (change management)

## 6.3 Customer obligations

In order to guarantee our high level of service, green.ch requires that the Customer adheres to the following guidelines:

**moving. forward. together.**



- The Customer supplies all required contact information, including contacts for escalating the delivered services, and ensures that any changes are updated in a timely manner
- The Customer supplies green.ch with a list of all persons who are authorized to access support
- The Customer implements suitable methods for identifying these authorized persons.
- The Customer ensures that information about changes to the configuration, interfaces, channels, applications and systems that are relevant to the provision of joined services are supplied to green.ch and are kept up to date
- The Customer is responsible for maintaining all of their applications; green.ch is not responsible for maintaining Customer applications or Customer data
- Only equipment that is in good condition and that poses no danger to persons or property may be installed.
- The Customer cannot have write access to equipment managed by green.ch. SNMP read access is available as an option

## 6.4 Insurance

green.ch systems are insured against the usual risks. However, neither the Customer's equipment nor the Customer's availability are in any way or form insured. It is the Customer's responsibility to arrange such insurance protection.

## 6.5 Transfer points

This SLA is associated with the green.ch greenTalk service. All guarantees with respect to performance and operability apply solely to green.ch managed equipment between Customer-managed equipment and our own providers. These providers include power companies, landlords and other telecommunications companies.

If the Customer manages their own equipment, green.ch's area of responsibility ends at the circuit to equipment transfer point.

# 7. Legal Terms and Conditions

## 7.1 Establishment of the legal relationship

A legal relationship is established between the Provider and the Customer when the website order is completed. Measurement of the SLA parameters for guaranteed services starts the first time the Customer successfully logs in.

This document is an appendix to the order submitted via the website (Customer Order Confirmation) between the Customer and green.ch.

## 7.2 Adherence to local laws

The Customer ensures that no illegal data traffic will be sent over green.ch connections. green.ch accepts no liability for such traffic.

## 7.3 Restrictions

All forms of compensation for green.ch services are limited to the scope defined in this document. No credit or payment will be issued for any reason or in any scope other than that given here, including – but not limited to – business losses on the part of the Customer due to downtimes.



## **7.4 Use of personal data**

green.ch customers agree that green.ch (or one of its subsidiaries) can process personal data in agreement with the guidelines published at [www.green.ch](http://www.green.ch).

## **7.5 Changes**

green.ch retains the right to change this document as long as the Customer is informed before the changes become effective. If the changes have a major impact on services, the service fee or other obligations arising from this agreement, then the Customer can terminate the agreement in writing with a two-month notice period.