



Name <i>surname</i>							
Vorname <i>name</i>							
Titel <i>title</i>							
Strasse <i>address</i>							
Postleitzahl Ort <i>zip code town</i>							
Tel./ <i>tel</i> Fax / <i>fax</i> eMail / <i>email</i>							
Schiffsname <i>ship's name</i>							
Rufzeichen <i>callsign</i>							
Passwort <i>password</i>							
Schiffstyp <i>type of ship</i>							
Zahlungsweise * <i>currency mode of payment</i> *	<table border="0"> <tr> <td>Visa</td> <td>Mastercard</td> <td>Lastschrift</td> </tr> <tr> <td>Visa</td> <td>Mastercard</td> <td>debit</td> </tr> </table>	Visa	Mastercard	Lastschrift	Visa	Mastercard	debit
Visa	Mastercard	Lastschrift					
Visa	Mastercard	debit					
Kartennummer / gültig bis <i>caard number / valid thru</i>							
Kontoinhaber <i>account holder</i>							
BLZ <i>bank code</i>							
Kontonummer <i>account number</i>							
Geldinstitut <i>financial institution</i>							
Vertragsform <i>type of contract</i>	<table border="0"> <tr> <td>Yacht</td> <td>Professional</td> </tr> <tr> <td>Yacht</td> <td>Professional</td> </tr> </table>	Yacht	Professional	Yacht	Professional		
Yacht	Professional						
Yacht	Professional						
Faxmail-Service * <i>fax mail service</i> *	<table border="0"> <tr> <td>Faxmail Service einrichten</td> <td>kein Faxmailservice</td> </tr> <tr> <td>setup Fax mail service</td> <td>no Fax mail service</td> </tr> </table>	Faxmail Service einrichten	kein Faxmailservice	setup Fax mail service	no Fax mail service		
Faxmail Service einrichten	kein Faxmailservice						
setup Fax mail service	no Fax mail service						
Besondere Vereinbarungen <i>special agreements</i>							
Vertragsbeginn <i>beginning of the contract</i>							
Bestellung eines Modem <i>Order a modem</i>	<table border="0"> <tr> <td>Marine HF-Modem mit Lizenz und Kielradio Firmware</td> </tr> <tr> <td>Marine HF-Modem incl. License und Kielradio Firmware</td> </tr> </table>	Marine HF-Modem mit Lizenz und Kielradio Firmware	Marine HF-Modem incl. License und Kielradio Firmware				
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Marine HF-Modem incl. License und Kielradio Firmware							
Sender-Modem Kabel <i>HF-Radio-Modem cable</i>	Bitte nennen Sie Ihre Sendeanlage / <i>Which HF-radio?</i>						
Unterschrift / Datum / Ort <i>signature / date / town</i>							

* Zutreffendes ankreuzen

* mark where appropriate

Kielradio user agreement

The following provisions govern the conditions for use of Kielradio GmbH (hereafter Kielradio) e-mail and fax services. Any General Business Conditions of the users which deviate from these provisions shall be invalid, even if Kielradio has not expressly rejected them.

§1 Establishment of user the agreement

The contractual relationship between Kielradio and the users is established when the licence is obtained and the first user charge has been paid in full by the users.

§2 Term of the agreement

The user agreement shall have a term of twelve months. It will be automatically extended by a further term unless the agreement is terminated at least three months before expiry.

§3 Services

The fixed annual user charge depends on the individual subscription. It is immaterial whether this data is exchanged via existing e-mail accounts, a Kielradio e-mail account or the news server. Rather, the decisive factor is that the total usage volume over a full year is not exceeded in terms of any of the designated values. Special agreements may be made for the transmission of larger quantities of data. These must be in writing. Kielradio shall establish the connection to current POP3 and SMTP e-mail accounts on the Internet and/or shall establish a special account which will only be available for use on short wave. The users recognise that Kielradio is a short-wave-based transmission system. Conditions affecting range therefore apply, which depend on the time of day, the season, sunspot activity and general atmospheric and meteorological conditions. The status of the current transmission conditions will be regularly published by Kielradio on the Internet and on the local SSB web site. Subject to the conclusion of additional agreements Kielradio will relay sendfax from marine radio stations to any fax machine. This service shall be separately invoiced according to the expense incurred.

§4 Data security

Kielradio shall transmit all data on the short wave band using a special encryption method. A decryption code shall be made available in accordance with current telecommunication laws of the RegTP (German Regulatory Authority for Telecommunications and Post). Kielradio cannot guarantee complete protection against transmissions being bugged.

§5 Equipment and licence

All licences and components supplied by Kielradio become the property of the user on purchase, and remain the property of the user after termination of the contractual relationship. Once licences have been acquired, they may be used even after the agreement has been interrupted. All components remain the property of Kielradio until full payment has been made.

§6 User duties and obligations

The users are specifically obliged:

1. to meet their payment obligations on time. The users shall bear the cost of return debits and unpaid cheques, including all charges incurred.
2. not to exceed the agreed times and data quantities. Kielradio reserves the right to make subsequent charges for such additional costs.
3. to inform Kielradio immediately of any change of addresses, account numbers, or of the address of the invoice recipient.
4. to inform Kielradio of the loss of the licensed modem as the result of theft, fire or any other influences. Kielradio shall replace the licence free of charge provided notification has been given in good time.
5. only to use the licence on the contractually agreed marine radio station. Under data transmission regulations it cannot be transferred to other ships.
6. only to use the services of Kielradio outside the territory of the Federal Republic of Germany and of other states. Kielradio is a short wave marine radio service, which is only authorised for use outside the range of other terrestrial communication channels.
7. to have their radio equipment properly installed, maintained and repaired by qualified electrical engineers.
8. to observe the rules and statutes of national telecommunications regulatory authorities and in particular to

observe the laws on protection of the confidentiality of telecommunications transmissions.

§7 Terms of payment transactions

All Kielradio goods and services may only be paid for by cash in advance, advance cheque, debit authorisation or similar methods of payment. There is no provision for delivery on open account.

§8 Exclusion

If a user objects to the amount of services itemised in the invoice, Kielradio must be notified in writing of the objection within eight weeks of receipt of the invoice.

§9 Changes to the terms and conditions

Due notice shall be given of any changes to the General Conditions of Business, description of services and/or the prices. They shall apply one month after publication. If the conditions change to the users' disadvantage, the latter may terminate the current user agreement on the specified date. Exceptions to this are price increases resulting from a change in the legal rate for turnover tax.

§10 Termination

In order to terminate the contractual relationship the user must provide notice in writing at least three months before the expiry of the current user agreement.

Kielradio reserves the right to terminate without notice agreements with users who repeatedly exceed the online times or data quantities stipulated in the agreement.

§11 Limits to liability

The services provided by Kielradio are not part of the international ship security systems. Kielradio is merely an additional service in the global maritime radio service sector. Standard emergency radio equipment must, therefore, be provided for ship security on board in accordance with the guidelines of the International Marine Organisation. Kielradio endeavours, insofar as its technical facilities permit, to assist radio services and provide marine radio stations with a further long-range telecommunication service. Accordingly, it excludes all claims and is not liable for personal injury or property damage or financial losses unless these are attributable to Kielradio as the result of gross negligence or intent. Kielradio assumes no responsibility for the accuracy or completeness of information supplied by it or by any other third party.

§12 Limits of liability

Liability is limited to typical contract losses up to the amount of:
DM 3,000,000 for personal injury and property damage
DM 100,000 for financial losses

§13 Use by third parties

The users are not permitted to transfer their licence to any other party other than the marine radio station specified in the agreement. The licence to use Kielradio frequencies is tied to the marine radio station specified in the agreement and its official call sign and may not be transferred to any other marine radio station. The users are responsible for the services they make use of and must protect their telecommunication equipment against unprofessional or unauthorised use.

§14 Other

There are no other oral or written agreements.
The General Business Conditions shall apply.

Kiel, January 2001