

Wave-Conn general business and utility terms

1. General terms

1.1. *Wave-Conn* is an internet service portal operated under the domain *wave-conn.com* as well as different sub domains and aliases of this domain. The following rules apply to all contract relations between the user of *Wave-Conn* – hereinafter named “user” – and *Wave-Conn*, independently on which *Wave-Conn*-Web page the user logs into. Opposed or deviating conditions of users are only valid if declared as contract fundamentals and/or certified in writing.

1.2. Performances according to 1.1 particularly are:

- Providing contacts to ship suppliers, port agencies, excursion agencies, job- and personnel agencies and different specialized provisioners.
- Support in all fields of the hotel- and catering-operation including the necessary logistics.
- Support in nautical and technical fields
- Advertisement possibilities

1.3. Performances mentioned in 1.2. are done through

1.3.1 support via internet

1.3.2 support through a worldwide net of connections and

1.3.3 support through direct cooperation with *Wave-Conn*, through advising on site and finding solutions in joint cooperation.

2. Closure of contract

2.1. By registering as user at *Wave-Conn* the general business rules are accepted by the user

2.2. The *Wave-Conn*-web pages offer two different types of use. A free of charge information- and contact forum to arrange contacts mentioned under 1.2. as well as services mentioned under 1.3.

2.3. Before laying claim to the services of *Wave-Conn* the user has to register himself and is obliged to give all data requested in

the registration form true and complete and notify *Wave-Conn* about changes immediately.

2.4. The matters (i.e. recommendations, concepts, etc.) provided pre-contractual to the user by *Wave-Conn* are immaterial property of *Wave-Conn* and must not be copied or made available to third parties. If no further consultation contract is accomplished they have to be returned or deleted and may not be used. Furthermore, these business rules apply to the pre-contractual obligations, especially the liability limits according point 9, as well.

2.5. Should the user request through *Wave-Conn* a direct co-operation by consultation on site and/or the joint cooperation of solutions, *Wave-Conn* can accept offers from the user within four weeks. Offers from *Wave-Conn* are without prejudice if not otherwise agreed in written. In case of doubt *Wave-Conn*'s offer or order certification are authoritative for the contents of contract. Details will be arranged with the user in an agreement contract.

2.6.1 As soon as the user takes the opportunity to download one of the documents offered by *Wave-Conn* a legal contract comes into existence as the user requests for documents and contents which are provided by *Wave-Conn*; be it through a download-link, transmission via email or – if desired and possible – via fax. Delivery of requested archives and contents is usually done *immediately* after received order.

2.6.2 The user has to assure that all necessary technical and actual requirements for receipt of the archives and contents are in existence. Also it is matter of the user to provide the necessary software required to open, process and print the archives and contents.

2.6.3 It will not have any influence upon the legal agreement should the requirements mentioned in 2.6.2 not be fulfilled.

2.6.4 *Wave-Conn* offers support with technical problems of archives Monday until Friday 10.00 hrs to 18.00 hrs. For

this, *Wave-Conn* provides the link <http://www.wave-conn.com/contact-form.htm>. A legal claim on support cannot be derived from it. Approvals of whatever kind which need a further commitment of *Wave-Conn* as determined here, have to be explicitly certified in writing by *Wave-Conn*. Guarantees require an explicit written confirmation by the *Wave-Conn* management.

2.8 Services of third parties are accessible through the *Wave-Conn* portal. Should the user claim any services of third parties a contract only between the user and the third parties comes into existence. *Wave-Conn* derives no authorization and no obligation of it. Something different applies if the services rendered derive from this relation but are carried out directly by *Wave-Conn* and *Wave-Conn* explicitly indicates it (i.e. Scan-Travel-Ticket).

3. Contract-obligation, -termination and foreclosure

3.1. The user can terminate his free of charge registration without giving reasons at any time. The termination can be done via email, fax or written. At termination the user name and the *Wave-Conn* registered email-address have to be stated.

3.2. The registration against payment automatically ends after one year if not prolonged expressly. After termination of the registration against payment the user can avail of the free of charge services of *Wave-Conn* if he registers anew. Regulations in 3.2. of this terms leave the right of the user of termination of the contract because of important reasons unaffected.

3.3. *Wave-Conn* can cancel the contract adhering to legal standards, if important reasons exist also without considering the period of notice. Important reasons are:

- failure to comply with legal rules by the user
- offence against legal duties, especially against number 6 of these rules by the user.
- If the user advertises for unions or associations under surveillance of security- or juvenile protection authorities.

In case of notice because of important reason the user has no right of redemption of already paid fees – except the user cancels because of important reason which lies within the field of responsibility of *Wave-Conn*.

3.4. Requirements for cancellation of services to render by *Wave-Conn* are ruled by individual contract

or

If the user cancels services to render not according the under 1.3.3 listed good reasons or *Wave-Conn* cancels services because good reason appeared by the user as well as failure of services not caused by *Wave-Conn*, *Wave-Conn* maintains the right of title of the full agreed disposal deducting the actual employed expenses; *Wave-Conn* can be charged only the amount occurred utilizing further manpower for works having been acquired or neglected of its co-workers. For eventual compensation see number 9.

4. Disclaimer Right

4.1. So far as the user wants to benefit of the downloads offered on the *Wave-Conn* web-page and the ordered data and contents have been supplied via download-link and/or email or fax, no withdrawal of the contract can be made. A disclaimer right does not exist in this cases.

4.2 The data and contents are also considered being put at disposal in sense of 4.1. if circumstances occur that *Wave-Conn* is not accountable for and are hindering deliverance. The user especially has to observe obligations mentioned in 2.6.2.

4.3 If *Wave-Conn* has not delivered data and contents as mentioned above, the user can disclaim his order within two weeks. The disclaimer can be done formless as follows: via email to Hanspeter.Kovacs@Wave-Conn.com, via fax to 0049 40 830195 29 or by mail to *Wave-Conn*, Hanspeter Kovacs, Theekamp 10, 22869 Schenefeld, Germany.

4.3. For all “merchandise offers” German exchange law without statement of reason in a time period of 14 days of post-mark is applicable.

5. Performance

5.1. Performance by *Wave-Conn* is done according 1.2 through under 1.3 mentioned possibilities.

5.2. The user acknowledges that a 100 % availability of *Wave-Conn* web-pages is not possible for technical reasons. *Wave-Conn* always tries to put its web-pages at constant disposal. Especially maintenance-, security and capacity affairs which are not in the sphere of *Wave-Conn*'s influence (i.e. power-cuts, etc) can produce momentary interruptions or limitations of *Wave-Conn* services.

5.3. Details of the different fees of services rendered by *Wave-Conn* are shown and regulated on the *Wave-Conn* web-pages in the fields registration and downloads. The prices shown are binding.

5.4.1. Fees for the registration as member, advertisement connection and downloads are due immediately. Payment is done through the offered Click & Buy method (link) and its conditions.

5.4.2 *Wave-Conn* is not incorporated into the legal relation between the user and Click & Buy. Independently hereof complaints can be made to the *Wave-Conn*-service under +49 (0)040 83019529 or under the service-link <http://www.wave-conn.com/contact-form.htm> . *Wave-Conn* will inform Click & Buy about complaints and forward the user's data for clearance. Safety regulations can make it necessary that the complaint service can not be claimed until clearance.

5.4.3. If a payment cannot be retracted because there is no necessary cover on the account of the user, the user is responsible to cover all costs incurring, especially banking fees of

reimbursement of debit-notes and similar fees.

5.5. In compliance with 1.3.3 produced performances and their payment modalities depend on the concrete assignment setting. The user decides the assignment setting. The fulfilment of the assignment has to be arranged on the basis of mutual consent. If necessary *Wave-Conn* can provide a concept in writing (professional precision concept). Further details will be established in the individual contract.

5.6. If authorized, *Wave-Conn* publishes in the announcements listed by the user, advertisements for employment, presentations for companies and advertisement banners.

5.6.1. Placement of advertisement banners is done in the frame of the contractual arrangement and *Wave-Conn*'s estimation, considering the interests of the user. *Wave-Conn* reserves the right to decline or cancel the placement at any time.

5.6.2 Publication starts at the point of time accorded in writing. Is no point of time agreed upon, publication will start usually 3 to 7 days after payment of the fee. The user is responsible for the complete supply of perfect and suitable means of advertisement.

5.6.3. It is *Wave-Conn*'s liability to follow the users instruction for changes in his announcement within the accorded period of advertisement and if the changes are not unreasonable in their contents. All changes altering the identity of the announcement are excluded. Changes that can be made without major effort through *Wave-Conn* are free of charge. If this is not the case *Wave-Conn* will inform the user of the costs and undertake the changes only after receipt of a confirmation in writing or by email.

Wave-Conn is not obliged to save the advertisement after expiration of the advertisement-contract.

6. Participation of the user

6.1. The user has the obligation to bring off only veritable statements to *Wave-Conn* and other users.

6.2. Upon use of *Wave-Conn*'s services and contents, all rights, also of third parties have to be observed.

6.3. The user is particularly not allowed,

- to use descriptions containing insults or defamations, independently if they concern *Wave-Conn*, its users or other persons or companies
- advertise, offer or distribute contents with pornographic material or offending juvenile court laws
- inconvenience other users through intolerable actions (i.e. SPAM)
- use of contents protected by law (i.e. copyrights, trade-marks, Patent Act, registered savour- or custom-brands)
- set actions against competition, like progressive customer-advertisement
- set actions having a bad influence on the functionality and infrastructure of *Wave-Conn*.

7. Rights

7.1. *Wave-Conn* obtains all copyrights and/or other rights of all announcements made available and published.

Through payment of fees by the user, among other things for the making a HTML-layout possible by *Wave-Conn* and if not otherwise agreed upon in written, no transfer of copyrights or other is made to the user. As far as the published announcement by *Wave-Conn* is being used by the user himself or an agency on his behalf – including the HTML-text -, the user gives *Wave-Conn* all rights to use the advertisement in all ways relating to the publication of the announcement. *Wave-Conn* is particularly entitled to fend off illegal interferences of copyright through

third parties and put claims for damages in force. An obligation hereto does not exist.

7.2. If not agreed upon in writing, the user has the right of usufruct with the aim to deal with his internal business cases. Making of copies, transcripts or reproductions of entrusted documents is only admissible for personal use, if not agreed upon otherwise in a separate contract.

8.1. All copy-, usufruct and other rights of the data and contents of downloads stay with *Wave-Conn*. The user is only permitted personal use of the data and contents and has no right to make it available in the internet or otherwise to third parties, be it against payment or free of charge, if data or contents do not aim so. Commercial reproduction and sale of the data and contents is prohibited.

8.2. Branding and copyright of *Wave-Conn* must not be removed from the data and contents, whereby rights and duties of 8.1. are not affected.

8. Responsibility for contents, data and/or information of the user

8.1. *Wave-Conn* does not assume responsibility of data and/or information and their contents, as well as contents of linked external web-sites supplied by user. Particularly no guarantee is given for the factual evidences of the contents of these sites, their aims and if they are appropriate.

8.2. The user carries all responsibility concerning the content made available for publication, its accuracy and legal allowance. *Wave-Conn* has no obligation to screen advertisements for impairment of rights of third parties. The user has the obligation to exempt *Wave-Conn* from claims of third parties which could arouse against *Wave-Conn* from the execution of the advertisement order. Active and direct linking to external career-sites, ads for employment and solitudes is only permitted after separate contractual agreement.

9. Liability and exemption clause

9.1. *Wave-Conn* is liable in cases of premeditation, negligence at inadequacy or other circumstances having been concealed maliciously or in cases of having certified their absence or having certified a guarantee of quality or other guarantee according to legal regulations; this also applies to eventual liability of fulfilment assistants and/or legal representatives.

Furthermore *Wave-Conn* can only be held liable if life, body or health are endangered or breach of essential contract responsibilities. Compensation for the breach of essential contract responsibilities is limited to the foreseeable damage of contract.

9.3. Liability referring the guarantee of product remains intact.

9.4. Further claims, especially a liability for independent causes, are exempt.

9.5. *Wave-Conn* reserves the right of an exonerate proof also in the case of negligent conduct of its assistants of performance and/or legal representatives. *Wave-Conn* is not liable for damages caused by third parties. Objection of contributory negligence remains intact.

9.6. *Wave-Conn* is furthermore not liable for damages which can be prevented by the user through precautions, i.e. sufficient securing of data.

9.7.1 The user exempts *Wave-Conn* from all claims, including indemnity claims that other users or third parties may bring forward against *Wave-Conn* because an infringement of rights caused by contents on the *Wave-Conn*-web-sites supplied by the user. The user also exempts *Wave-Conn* from all claims, including indemnity claims that other users and third parties present against him on using the *Wave-Conn*-website contrary to duty. The user undertakes to carry all costs arising from above mentioned scenarios including all legal costs involved.

9.7.2. In case of infringement of rights by the user *Wave-Conn* reserves the right to obtain the necessary rights for utilization or arrange for patent free utilization of the contents. The user has to stop an

infringement of rights of other users or third parties caused by him immediately after *Wave-Conn*'s demand to do so.

9.8. *Wave-Conn* attends all offered downloads, supplied data and data made available with greatest diligence. However, *Wave-Conn* can give no guaranteeing that contents and data are suitable for the concrete needs of the user. The user chooses data and contents on his own authority, responsibility for the wrong choice of the user is excluded.

9.8.1. Data and contents of downloads only serve as basis and in no case replace seeking legal advice. If the user does not seek legal advice before using data or downloads and a claim arises from it, *Wave-Conn* is exempted of all claims.

10. Terms of Limitation

10.1. All titles of the user – be it of whatever claim - fall under the statute of limitation after 12 months. This does not apply to cases of § 438 Abs.1 Nr.1 BGB.

10.2. Term of limitation according to Abs.1 of this paragraph starts with the point of time determined in § 199 Abs. 1 BGB. It becomes effective at the latest with expiry of 5 years of beginning of a claim.

10.3. In cases of points 9.1. through 9.3. legal terms of termination are valid for all claims.

11. Safeguard of data and information

11.1. The contract-partners are obliged to safeguard all knowledge and confidential information as well as trade secrets of both parties acquired in the frame of the their agreed contracts and their contents regarding all orders implemented without limitation. Trade secrets of *Wave-Conn* are as well all contractual labour results and fulfilled services.

11.2. The user is only allowed to forward matters of contract to his co-workers or other third persons if it is necessary in the frame of his authorization of utility. Furthermore he safeguards all matters of contract. He will inform all persons he grants access to matters of contract of the

rights of *Wave-Conn* on matters of contract and their duty of safeguard and oblige them in writing to do so.

11.3. The user assures to have created all pre-conditions for *Wave-Conn* to adduce the agreed services without infringement of legal rules.

11.4.1. Safeguarding and processing of users data through *Wave-Conn* is done strictly obeying the data processing rules. User data will only be kept in order to fulfil the contract - if the user has not explicitly given his accordance for a further use of it.

11.4.2. The user can at any time demand information on what data *Wave-Conn* has kept about him and how this data is being used. Henceforth, the user can at any time withdraw his given authorization for his data. Information demand and withdraw of authorization can be done formless under: <http://www.wave-conn.com/contact-form.htm>, via fax 0049-40 830 195 29 or postal to *Wave-Conn*, Hanspeter Kovacs, Theekamp 10, 22869 Schenefeld, Germany.

Wave-Conn will handle this personal data according the rules of BDSG and other relevant safeguard rules.

11.5. *Wave-Conn* is entitled to enter the user in its client reference list after previous written consent.

§ 12 Final conditions

1. *Wave-Conn* can transfer rights or obligations arising from contracts in entirety or partial to third parties without written consent by the user.

2. Exclusive jurisdictional court for all claims from and because these rules or single made contracts as well as all disputes arising of the realization, settlement or closure of contracts is Hamburg - as far as permitted legally.

3. For the contractual relations of the parties of a contract only German right applies – under explicit exclusion of the UN-Purchase right or other international accordance.

4. Legal successors of the user are bound to the obligations of contract as well.

5. All enclosures of these AGB, especially individual contracts are part of the contract.

6. Closure of contract, like all other changes of contract and/or completions have to be done in writing to be effective. This also applies to renunciation of the requirement of written confirmation. Verbal accordance is not touched.

This is a free translation. In case of legal disputes only the original German version will have legal force.