

*This contract is displayed on www.die-orgelseite.de in German and English versions.
Only the German version shall be legally binding. The English translation is for convenience only.*

Subscription contract on full online access to the Organ Site

Martin Doering
Spiessweg 106
13437 Berlin
Germany

– in the following referred to as "The Organ Site" –

and

[here your name and the address you filled in the order form will be added]

– in the following referred to as "client" –

agree on the following subscription contract:

1. Subject matter of the contract

1.1. Subject matter of this contract is the granting of full online access to the information on organs offered on the Organ Site, against payment of a first-time subscription fee of EUR 29.- incl. VAT / tax for a one-year subscription or a renewal fee of EUR 15.- for any subsequent renewals of the subscription (cf. section.6).

1.2. The contract includes full access to

- all general organ information (history, function, oddities and World records, CD recomm., ...)
- the entire organ database with currently some 4,070 organ stoplists in HTML and Excel format
- 6,500 organ and church pictures at 8-18 megapixels resolution (personal license – not for commercial use)
- 3,240 organ pictures at medium resolution (personal license - not for commercial use)
- 2,500 additional www links directly to the particular organs / churches / sources
- address data and Google Maps direct links to the denoted churches / concert halls.

All files are unprotected and open to processing.

2. The music download is not subject matter to this contract

This contract explicitly does not cover our separate offer to download music files from several music publishers and obtain a license directly from the publisher. If the client wishes to play those pieces of music he or she will have to make a separate contract with the publishing house. The Organ Site can assist in this.

3. Contract implementation

In accepting the terms and conditions of this contract, the client offers to enter into a subscription contract. The receipt of a confirmatory email indicates that the Organ Site has accepted the offer. After the Organ Site has received the payment of the price agreed upon (for handling of payment cf. section 5. handling of payment) the client will be sent his or her personal user data for login. Transmission will be exclusively via email to the email address given on the order form. From this point on the login will be activated to provide full access to the Organ Site, in particular the retrieval of all organ stoplists and pictures.

User login data are for personal use only. The client undertakes not to pass on these data to any third party.

The subject matter of this contract includes future updates of content which the Organ Site is fully entitled to upload at any time. Music files of the download portal for organ music on this web site are subject to separate payment and are not covered by the present contract (cf. section 2.).

4. Right of cancellation

The client is entitled to cancel this contract within two weeks by written notice (letter or email) without reason. The cancellation period shall commence at the earliest on the day following the receipt of this instruction on the right of cancellation. The deadline for cancellation shall be observed if the notice of cancellation has been mailed in time.

The notice of cancellation is to be sent to:

Die Orgelseite – Martin Doering
Spiessweg 106
D - 13437 Berlin
Germany
email: cancel@die-orgelseite.de

In case of an effective cancellation, mutually rendered services will be refunded and any capitalized use (e.g. interest) is to be returned. The right of cancellation will be terminated early if your contract partner has, with your explicit consent, started implementing his services before the end of the cancellation period, or if you have yourself disposed the implementation (e.g. by download).

End of the instruction on the right of cancellation

5. Handling of payments

Payment can be made in four different ways, entailing different lengths of processing time. If payment is made by credit card or PayPal, clicking on the "pay now" button will automatically open a new window using a secure internet connection asking for all relevant payment data.

5.1. Payment by credit card (VISA or MasterCard):

When transaction has been completed user data will be set up automatically and a confirmatory email including an invoice will be sent. The client will be able to utilize his full access to the Organ Site immediately after receiving the confirmatory email and invoice.

5.2. Payment by PayPal:

If the sum can be debited to PayPal directly or to another credit card account linked to PayPal the Organ Site will confirm the payment immediately and create a login. In any other case PayPal will send a confirmatory email and debit the sum to the client's bank account. This may take a few days. As soon as payment has been credited to the Organ Site's PayPal account, the latter will create the client's access by hand and send the invoice by email. Handling time varies, depending on payment crediting by PayPal, between "instantly" and "several days".

5.3. Payment by bank transfer after receipt of an invoice:

If the client prefers bank transfer his completing of the order will be followed by a confirmatory email including an invoice. Payment is to be made to the account indicated on the invoice. Once the payment has been credited to the Organ Site's account, the site will manually set up the client's access. Processing time may take several days depending on how long the bank takes to transfer the money. The costs for the bank transfer are to be paid by the client. The client should note that all expenses resulting from a foreign bank transfer would have to be paid by him.

5.4 Payment by mail (letter) after receipt of an invoice:

If the client prefers to pay in cash, he will receive a confirmatory email including a preliminary invoice. Payment is to be made in cash in a letter to the address indicated on the invoice. Unfortunately bank fees for cashing checks are very high, so please note that we do NOT accept checks. As soon as payment has arrived the Organ Site will manually set up the client's access. Processing time depends on the transit time of the letter and may be several days. Cash payments will be entirely at the sender's risk.

6. Duration of contract and price

The price agreed upon includes full access to the web site www.die-orgelseite.de for the period of one year. This subscription will NOT renew automatically. The client may renew his subscription at a reduced price of EUR 15.-, using the order form www.die-orgelseite.de/bestellformular_verlaengerung_e.htm. The price shall be EUR 15.- for a renewal, regardless of whether this renewal is ordered immediately upon expiry of the first subscription or at a later date. In case of a renewal at a later date the subscription shall be valid for one year from the day on which the renewal has been requested.

Towards the end of the subscription period the client will receive an email notifying him of the upcoming expiry and providing him with a link to the order form for subscription renewals.

7. Right to extraordinary cancellation

Both parties reserve the right of extraordinary cancellation without prior notice in case of an infringement of single contractual provisions, or due to important reasons, or to refuse the registration of any particular person. In case of an effective extraordinary cancellation the Organ Site shall not be held liable to reimburse the price agreed upon. A right to extraordinary cancellation may especially result from

7.1. the client having given incorrect personal data,

7.2. the probable cause that the user data that have been supplied for personal use have been passed on by the client to a third party,

7.3. the client, with effect to the future, revoking his consent to the storage and use of his personal information or

7.4. a misuse being suspected that would let the continuation of the contract be deemed unreasonable.

8. Liabilities

The provider of the Organ Site cannot be held liable for damages caused by a breach of duty on the side of the client which could have been prevented if duties had been properly observed. The client will be held liable for any damages to the rights of a third party to the latter as well as directly. In cases of justified claims of a third party against the client due to a breach of duty on the client's side, the latter is bound to indemnify the Organ Site unless he can prove that he cannot be made responsible for the breach of duty leading to the damage.

9. Privacy

In order to install a personal user access some personal information is required which indicates the client's identity, such as name, email address, postal address, etc. This information will only be collected, saved and processed for the purpose of implementing and handling the contract. All data will be treated strictly confidential. The Organ Site will at any time observe all privacy regulations. The Organ Site will collect and use this data solely for the purpose of carrying out what occasioned the contact or contract. The Organ Site will not pass on any personal information to any other person unless forced to on legal grounds by Public Administrative Law. Data will only be collected to the extent they are needed and will be deleted as soon as the service has been fulfilled. The Organ Site does not send out email sales messages or spam and it does not cooperate with any address broker.

The client may, at any time, with effect to the future, revoke his consent to the use of his data. He can do so by sending an email message to cancel@die-orgelseite.de. For unambiguous identification please give your name and surname as well as your user data. For unambiguous identification he should indicate his first and last name (name and surname) as well as his user data.

If the consent to the use of the data is revoked, the former login will be deleted so that the client can no longer access the subscribers' section.

These privacy provisions can be accessed and printed out from the imprint section of www.die-orgelseite.de at any time before or after concluding the contract.

10. Complaints

In case of complaints or technical problems the client may send a toll-free email to: message@die-orgelseite.de.

11. Offsetting

The client only has a right to offset if legal judgment has been passed on his claims or if the Organ Site has not challenged them. Furthermore, the client is only entitled to exercise his right of retention insofar as his counter-claim results from the same contractual relationship.

12. Applicable law

The applicable law shall be the law of the Federal Republic of Germany, excluding UN Sales Law, as well as the Conflict Rules of Private International Law.

Use the "print" function of your browser to print out the terms and conditions of this contract.