

TERMS OF USE

www.missing.net

PREAMBLE

MISSING is an Internet Site accessible at the URL address www.missing.net, published by the Casques Rouges, (hereinafter the “Casques Rouges”), a provisional association governed by the law of July 1st 1901.

MISSING is an Internet Site which aims to facilitate the search for persons missing following a natural, industrial, epidemiological, environmental or ecological disaster. Under no circumstances does MISSING take a direct part in the search for missing persons.

MISSING is thus a tool for listing missing persons on a declarative basis and for increasing the effectiveness of the material and human resources deployed to search for missing persons, not found or not localisable.

MISSING has the vocation of assisting and supporting search arrangements for missing persons by providing state, institutional, associative and non-governmental authorities and the general population with a complementary solution for the specific difficulties of effectively searching for missing persons in an area affected by a natural, industrial, epidemiological, environmental or ecological disaster.

This solution consists in centralising data concerning missing persons by providing simpler more complete access to information about the status of the person sought and all elements relevant to the search.

MISSING is a tool for bringing timely assistance to all national and local organisms in deploying resources and strategies to search for missing persons.

These Terms of Use (the “Terms”) govern the terms under which the Casques Rouges offer access to the MISSING service (hereinafter the “Site”).

The User who agrees to register with the Site must bear in mind that the Site is intended to be participatory and impartial. The use of the Site must therefore comply with the operating and security rules drawn up by the Casques Rouges as well the terms defined below.

The Casques Rouges are charged with ensuring the Site’s correct working and usage along the lines laid out hereinafter.

Please read these Terms attentively, print them and save a copy for your personal records. You cannot register with the Site without accepting these terms by clicking the “I accept” button on the registration page. This acceptance shall be construed as a manifestation of your wish to conclude a contract with the Casques Rouges to use the Missing service.

1. FIELDS OF APPLICATION AND DEFINITIONS

1.1 Fields of application

By becoming a member of the Site and using the services it offers, you undertake to accept unreservedly the present Terms for the whole duration of your membership and whenever using the services offered by the Site.

1.2 Definitions

The terms “You”, “your” and “User(s)” designate the User of the Site and the services offered by the Site.

The terms “MISSING”, “We” and “our” designate the Casques Rouges who publish the Site www.missing.net.

The “Site” designates the Site www.missing.net.

The term “missing persons” designates persons missing following a natural, industrial, epidemiological, environmental or ecological disaster.

2. OPERATION OF THE SITE

MISSING is a free service to help in the search for Missing persons. Consequently the service of the Site is not contingent upon the payment of any price or tax.

MISSING allows users to create individual data sheets of identified Missing persons.

These data sheets shall be composed of one part concerning the identity of the missing person including the details of surname, first name, age, date of birth, address, physical description, identifying marks etc.

They are also composed of modifiable information such as photos and videos, the results of research already undertaken, detailed information on the person and more generally any details that might facilitate the search.

Information published by users is then published on the Site in order to facilitate the search for Missing persons.

Users undertake only to create Missing person data sheets for persons with whom they have a personal or professional tie. Users guarantee the exactness of the information concerning the Missing persons and undertake to update it regularly where appropriate.

Furthermore, Users guarantee that they are empowered with all consents and authorisations necessary for uploading information concerning Missing persons. Users guarantee the

Casques Rouges harmless from any litigation linked to the violation of a third party's rights and its consequences.

3. CONDITIONS OF ACCESS AND USE OF THE SITE'S SERVICES

3.1 Accessibility

Data sheets are created solely by users registered with the site. Access to services offered by the Site requires the opening of a User account and the disclosure of personal information enabling identification of the User. Several User types are offered depending on the nature and functions of the User.

During registration each new User must fill in all obligatory fields in the registration forms (including notably, your surnames, forenames, date and place of birth, address, email, telephone number, etc.). You declare and guarantee that the details you give to Casques Rouges are exact, complete, and a true reflection of reality, regularly updated and that under no circumstances do they constitute a violation of the applicable regulations and laws. You also undertake to supply an authentic e-mail address of which you are the sole owner.

In case of doubt about the exactness of the information, details, photographs and videos (the list is not exhaustive) uploaded in relation to your registration, Casques Rouges reserve the right to check, modify or delete any account supplying incomplete or erroneous information or information in breach of the rules of good behaviour or the spirit of the Confidentiality Charter.

3.2 Use

Access to certain sections of the Site such as the User account or certain functions or interactive services is protected by connection parameters, namely a login and a password.

These parameters are personal to the User and must be kept confidential. The User is responsible for the security of his login and password. Any usage of the site with a login shall be presumed carried out by the owner of the relevant account.

The Site cannot be held responsible for improper use of these registration parameters.

The User is responsible for the resources entrusted to him as part of the use of the Site.

The User must at all times comply with the legislation, notably that which protects intellectual property rights, secrecy of correspondence, personal data, image privacy rights and exposure of minors to harmful content.

The Site contains information for strictly personal use. This information can therefore not be reproduced in another Internet Site nor used for commercial purposes.

Users must under no circumstances recuperate part or all the information or content published on the Site, whether the concern the User or the Missing persons.

In addition Users must not indulge in illegal activity or activity in breach of the regulations pertaining to the Site.

4. INTERNAL MESSAGE SERVICE

The Site provides Users with an internal message service.

The attention of Users is drawn to the fact that an electronic message has the same value at law as a written letter and can be communicated to third parties. It is therefore advisable to take precautions with respect of elementary principles of confidentiality and security, and the applicable regulations.

When sending to a number of addressees, the User must comply with dispositions aimed at fighting spam.

Furthermore, it is strictly forbidden to use the internal message service provided to users for commercial purposes.

Therefore no electronic message promoting or presenting a product or event may be sent to one or more persons. The Site cannot be used for promotional or surveying operations.

Similarly, Users must under no circumstances send electronic messages to other Users for the purpose of demanding money in exchange for information concerning Missing persons. Where a User is contacted by another User in this way, the User must inform the Casques Rouges immediately at the following email address: contact@missing.net

The Casques Rouges also warn Users about the possibility that electronic messages sent or received may contain inexact or totally false information concerning the Missing persons.

Users must take care to comply with laws and regulations and notably for the protection of intellectual property rights and third party rights. Electronic correspondence must not contain any illicit material such as slanderous or injurious statements, which could infringe or constitute illegal acts.

Personal messages are authorised, on condition that they comply with applicable legislation and the principles laid down by the present Terms.

The Site's internal message service cannot be used for fraudulent purposes or for theft, abuse of trust or any other criminal infractions.

In case of violation of the principles herein stated, the Site manager will immediately close the User's account.

The Casques Rouges cannot be held responsible where the message service is used in contravention of the principles exposed in these Terms of Use.

5. OBLIGATIONS OF SITE SERVICE USERS

Registered Users have access to the Site. With regard to using the Site you undertake to comply with the following rules:

5.1 General

- You undertake to respect the current regulations and laws, third party rights as well as the present Terms of Use.
- You undertake to supply, publish, post, or release in whatever format, correct, recent and true information or content. In this regard the User will himself define the extent of the personal information and data he wishes to communicate on the Site without these being detrimental to him. You are the sole person responsible for information and content which you communicate on the Site, and guarantee its veracity and endeavour to keep it updated.
- You promise not to upload, publish, release or post in any format, any text, message, photograph, video (the list is not exhaustive) which is contrary to current laws and regulations or moral standards.

That includes texts, messages, video, content, links, etc. which are:

- defamatory
 - insulting,
 - pornographic, or containing nudity
 - racist,
 - fascist,
 - homophobic,
 - incitations to violence,
 - incitations to racial hatred,
 - provocations and incitations to discrimination (based on race, colour, sex, religion, nationality, marital status, handicap, sexual orientation, age, etc.),
 - provocations and incitations to suicide,
 - apologies for any crimes defined by national and international laws (murder, rape, war crimes and crimes against humanity,...),
 - commercial,
 - contrary to the Terms of Use,
 - contrary to the Confidentiality Charter.
- You undertake not to mention on line personal information of another User or any third party with whom you are not related.
 - You undertake not to release, publish, mention, or use information or content liable to parasitize or impede the normal use of the Site (such as: computer viruses, spam, mass mailings, file downloads and programmes intended to destroy or limit the functions of any computer, software, or telecommunications equipment, etc.).
 - You undertake not to intimidate or harass, nor in any way attack other Users of the Site. You also undertake not to obtain information concerning other Users or content which they publish, nor to access the Site by automated

methods (Robot, etc).

- You undertake to respect third party rights and not use any logo, distinctive sign, graphic, photograph, animation, video, text, or any other element (the list is not exhaustive) liable to infringe intellectual property rights or the rights of persons. The User undertakes not to publish official documents or financial information concerning others on the Site.
- You also undertake not to offer rewards to any other Users in exchange for information, images, videos concerning Missing persons. The Casques Rouges remind you that MISSING offers Users a free service to help the search for Missing persons, and cannot therefore be a platform for commerce.
- You may not create more than one user account or an account under a false identity on the Site. The Casques Rouges cannot be held responsible in case of false information given by a User registered with the Site.

The Casques Rouges reserve the right to validate, delete or modify all or part of the Site which contravenes these stipulations.

5.2 Non commercial usage by the Users

Services offered by the Casques Rouges are intended for personal use by Users; they cannot be used for lucrative, promotional or commercial purposes. That includes inserting links to other Sites or sending unsolicited commercial or advertising messages.

MISSING offers a totally free service which cannot be traded in any shape or form.

It is therefore forbidden for the User to collect names, information, email addresses, and any other personal details of other Users or Missing persons, by any means notably for the purposes of:

- sending unsolicited mail, notably proposing paying search services;
- promotions or commercial advertising, etc.

5.3 Breach of obligations

Any behaviour by a User in contravention of one or more of the rules in these Terms of Use may result in the termination and deletion of the User account or of a data sheet, without prior warning, notification or compensation.

In case of proven illegal or unauthorised use, the Casques Rouges reserve the right, in pursuance of article 12 "Applicable Law and Jurisdictional competence" to carry out any appropriate legal action before the competent courts.

6. INTELLECTUAL PROPERTY

6.1 Generalities

The domain names registered in the name of the Casques Rouges, as well as any logos, distinctive signs, graphics, animations, texts, databases of the Site are the exclusive property of the Casques Rouges and are protected by Intellectual property law.

In this connection, in pursuance of the dispositions of Intellectual property law and international treaties, any reproduction, disclosure, distribution, representation, translation, broadcast, modification, partial or complete transcription, on whatever support and using whatever process for any use other than private use is forbidden without express prior authorisation from the Casques Rouges.

The Casques Rouges undertake to respect and protect author's rights and other intellectual property rights, and Users undertake to do the same on the Site.

Lastly, every User guarantees to the Casques Rouges that he has obtained the necessary rights to exploit any content he uploads to the Site. Thus you cannot upload, integrate, publish, release, make available or transmit by any means any document or content which might infringe author's rights or other intellectual property right of any User or third party (corporate or private).

In case of infringement, the Casques Rouges reserve the right to suspend, cancel or terminate the User's account, pursuant to article 10 "Closure of Account and Suspension".

The attention of Users is particularly drawn to the fact that any violation of the stipulations of the present article could constitute a tort of pirating and thus implies the civil and penal responsibility of the perpetrator.

6.2 Conditions of use

The present Terms of Use are the exclusive property of the Casques Rouges. Therefore any broadcast, exploitation, representation, reproduction or use, total or partial on any support, of the present Terms of Use for other than strictly personal purposes, is subject to the prior authorisation of the Casques Rouges. This list is naturally not exhaustive. Without such authorisation, the infringer exposes himself to incriminations and to penal and civil remedies provided by the law.

7. PROTECTION OF PERSONAL DATA

The Casques Rouges protect and respect the private life of Users in compliance with our Confidentiality Charter available on the Site and by clicking [here](#). The Confidentiality Charter is an integral part of these Terms of Use and by accepting them you also accept all the terms of this Confidentiality Charter.

In any event, we confirm that all your personal data shall be collected, treated and safeguarded in compliance with national and European standards for protection of personal data and notably with law N° 78-17 of January 6th 1978, as brought up to date.

Details provided by the User on his profile can reveal his origins, his nationality, his address, etc. The User who provides such information, which is however optional, expressly affirms his wish to have it published, communicated, and released on the Site and thereby bears sole responsibility for it.

In this connection the Casques Rouges, who have exclusive access to information uploaded by their Users, declare and guarantee that they have adopted measures of security both physical (security of the premises) and virtual (security of information systems) to conserve and archive this information in a secure environment.

Similarly, in view of the "Freedom of information" law N° 78-17 of January 6th 1978, as modified by the law of August 6th 2004, the User may at any time exercise his right to access, rectify or delete all personal data concerning him on the Site. He can exercise it by sending a email to the following address: contact@missing.net ; or by writing to the following address:

Fondation Casques Rouges
1, rue Descartes
75005 Paris.

8. RESPONSIBILITY AND GUARANTEE

Details provided by the User must be exact and true. The consequences of their publication by any means affecting the services offered by the Casques Rouges are the exclusive responsibility of the User. The Casques Rouges cannot be held responsible for ensuring the authenticity of information published on MISSING.

8.1 Content

The Site is a portal providing hosting of content uploaded by the Users. In consequence, the Casques Rouges may not be held responsible for content and information published on the Site and have no obligation to verify information uploaded.

In this connection the personal data, information, photographs, videos, etc. uploaded by the User on the Site are not necessarily examined, checked or verified for exactness. The Casques Rouges decline all responsibility for the veracity of personal data and cannot be held responsible for any prejudice caused by the information published on the Site. Furthermore the User renounces any litigation against the Casques Rouges concerning any possible infringement of image rights, or prejudice to his reputation or privacy caused by the disclosure or publication of information concerning him.

The User guarantees that he shall not upload, divulge or publish on the Site by any means, offensive or illegal information, or information which might infringe upon the rights, harm or threaten the security of any person.

The use of information contained on the Site by the Users is the sole responsibility of the member. The Casques Rouges cannot therefore under any circumstances, whatever the cause and the consequences, be held responsible for improper use of data by the Users.

8.2 Ethics, Communications and meetings between users

To ensure the quality of the Site expected both by the Casques Rouges and by other members, Users must observe ethical expression and behaviour, respect third party rights, and comply with current laws and regulations.

The Casques Rouges decline all responsibility for possible incidents, or consequences following from a meeting or contact between Users ensuing from the use of services offered by MISSING.

You must remain vigilant with regard to statements made by other Users.

In this connection the Casques Rouges cannot be held responsible for the content of correspondence (e-mail, SMS, chat, telephone, etc.), of messages, photos or other formats, between Users.

The Casques Rouges incite Users to report behaviour, data (photographs, text, videos, or any other existing or not yet existing format) or statements made by a User which are liable to constitute an infringement of current regulations and laws or third party rights, or are prejudicial to the image or purpose of the Site, or contravene common decency and/or the present Terms of Use, etc.

In this connection Users can inform the staff of the Casques Rouges in real time at the following address: contact@missing.net

In consequence, by accepting the present Terms of Use, Users accept that the data provided, as well as their behaviour, or statements made using the services offered by MISSING can be reported by other Users and subjected to a check by the Casques Rouges and judged on the basis of objective criteria. The Casques Rouges can check messages, communications, or other exchanges for infringements of current regulations and laws or third party rights, for prejudice to the image or purpose of MISSING, or contraventions of common decency, etc.

Any confirmed violation of current regulations and laws or the said Terms of Use, whether reported by a User, or following a check by the Casques Rouges may entail the closure of the user account pursuant to article 10 below "Closure of Account and Suspension".

8.3 Use, access to the MISSING service

The Casques Rouges do not guarantee and cannot be held responsible for incorrect functioning of the Site or for downtime, or for any technical problem relating to the use of MISSING services for whatever reason (hardware problem, internet access, web browser, bandwidth restrictions, software, web congestion or downtime for maintenance, update or Site improvements, or other).

8.4 Confidentiality of user login and passwords

User passwords and logins necessary for connecting to MISSING services are entrusted to the sole responsibility of Users and are strictly personal, confidential and not transferable to third parties.

8.5 Limitation of responsibility

The MISSING system takes no part in the active search for Missing persons. Under no circumstances does it supply material or human resources for the search for Missing persons or participate actively in actual search on the ground.

Therefore, under no circumstances may the Casques Rouges, its directors, associates, administrators, employees, agents, partners etc. be held responsible in case of demand or claim made by a third party, caused by or resulting from a violation on the part of one or more Users, of current laws and regulations, of the present Terms of Use, or of any content placed on the Site.

The Casques Rouges cannot under any circumstances be called to account or considered responsible for the publication of data which proves to be inexact. Nevertheless, they reserve the right to delete freely certain data without explanation.

Similarly, the Casques Rouges may not be held responsible for damages resulting from the loss of data following use of the Site by the User.

In case the responsibility of the Casques Rouges should be invoked because of a breach by a User of his obligations under the terms of current regulations and laws or of the present Terms of Use, prejudicial to one or more Users, or to a third party, the said User undertakes to guarantee the Casques Rouges harmless for all fees and financial consequences incurred including lawyer's and court fees.

9. MODIFICATION OF SERVICES AND OF TERMS OF USE

The Site's offer of services is subject to change. In consequence, the Casques Rouges may propose and launch new services and new functions, and where appropriate, discontinue or modify existing services, such as for example those which are unused for a certain length of time.

The Casques Rouges can therefore decide to modify these Terms of Use at any moment. A notice informing of these changes shall be posted on the Site, accompanied by the date from which they will be applied. The User shall then be required to tick the “I accept” box of the pop-up window containing the notice informing of the change in Terms of Use.

10. CLOSURE OF ACCOUNT AND SUSPENSION

The User may at any moment and without explanation demand the closure of his account by sending a request to the following address: contact@missing.net. An email shall be sent to you to confirm the closure of your account. Your account remains open and the Terms of Use remain applicable and in force until final closure.

The closure of your account shall automatically entail the inaccessibility and deletion of your personal account in compliance with the current laws of freedom of information. The User's personal data shall be encrypted and saved for reasons of security (in case of litigation to assert, exercise or defend rights). Any other use of data is excluded. The data shall be deleted after expiry of the official five-year limitation period.

In case of breach by the User of essential obligations ensuing from the said Terms of Use or of violation of current regulations and laws, the Casques Rouges reserve the right at any moment and for whatever reason, to suspend or terminate the User's account without notice or prior warning.

11. ABSOLUTE NECESSITY

Neither of the two parties may be held responsible by the other in case of non-fulfilment or delayed fulfilment by the other party of an obligation of the present contract caused by force majeure as normally recognised by jurisprudence. Cases of force majeure suspend the obligations ensuing from the present Terms of Use during the whole duration of its continuance.

12. PARTIAL NULLITY

If one or more dispositions of the present Terms of Use are held to be void or declared as such in application of a law, regulation or definitive legal decision of the competent jurisdiction, other dispositions shall remain fully effective and valid. The parties then accept that the Casques Rouges replace the void or invalid clause by a clause which shall adhere as closely as possible to the content of the original clause. The fact that the Casques Rouges do not assert certain dispositions of the present Terms of Use for a certain lapse of time may not be interpreted as a renunciation of the right to assert them at a later date. The present Terms of Use are personal to the parties and neither party may assign, transfer, or otherwise part with this Agreement.

13. APPLICABLE LAW – COMPETENT JURISDICTION

The present Terms of Use are governed by and interpreted in accordance with French law. Any litigation or objection resulting from or concerning these Terms of Use or services offered by MISSING shall be governed by and submitted to French law without taking account of rules of conflicts of law.

In case of litigation relating to the interpretation or execution of these terms, the Paris Tribunals are competent regardless of plurality of defendants or claims under warranty, including for summary or motion proceedings.

14. ACCEPTANCE OF TERMS OF USE

The present Terms of Use constitute the entirety of the agreement made between you and the Casques Rouges concerning the use of services offered on MISSING.

You therefore undertake to take note of the Terms of Use and of other Terms or modalities attached to the different services offered on the Site, and to apply and respect the terms. Any condition imposed by the User, or any other insertion not expressly agreed in writing by the Casques Rouges shall be unenforceable against the Casques Rouges.