

Before using Geneafinder Services, read the following:

General Conditions of Use (GCU) of Geneafinder Services

1. Definitions

Personal account(s): designates the dedicated space provided to the users on the Site.

General Conditions of Use or GCU : designates the conditions applicable to any User and/or Visitor of Geneafinder Services.

Content(s): designates any information, data, texts, software, sounds, photographs, images, videos, messages or any other elements that may be provided and/or put online by a User.

Doptim: designates the company providing the Geneafinder Services and whose contact details appear in the legal notice

Formula(s): designates the different paying formulas proposed by Doptim to Users and described on the Site.

« Geneafinder Services » or « Service(s) »: designates one or all of the services provided by Doptim and accessible online from the Site.

Site: designates the platform web hosting the Services and accessible at the address expe.geneafinder.com.

Tierces: designates any person not concerned by the present GCU.

User(s): designates any natural or legal person accessing the Geneafinder Services to view and, where appropriate, provide Content, and / or a Personal Account Holder.

Visitor(s): designates any natural or moral person accessing Geneafinder Services for consultation purposes.

2. Object of the GCU

The purpose of these Terms is to define the terms and conditions under which DOPTIM makes the Services available to the User, and the manner in which the User accesses and uses these Services.

These Terms apply without restriction or reservation to any use of the Services.

The User acknowledges having had perfect information concerning the Services and in particular their essential characteristics.

The User acknowledges having read and accepted without reservation the present GCU which prevails over any other document

DOPTIM reserves the right to modify, at any time and without notice, the present GCU in order to adapt them to the evolutions of the Services and/or their exploitation, or to the regulations and laws in force. The modifications of the GCU are opposable to Users as from their online notification.

The User has the option to save and print these Terms and may, at any time, consult the GCU on the dedicated page of the Site. Doptim reserves the right to refuse access to the Services in case of non-acceptance of the Terms of Use.

3. Presentation and operation of the Geneafinder Services

The Services offered on the Site are personalized guides and tools for genealogists to save time in the construction, verification and enrichment of family trees.

The services include the uploading of a GEDCOM file, the publication and sharing of transcripts of acts, as well as the exchange of information with Doptim's teams via an online chat system.

The Content collected by Doptim during the interaction of the User with the Services is stored at the hosting services identified in the legal notice and are retained for the period strictly necessary for the achievement of the purposes described in section 4.2. below.

Before registering on the website, the User ensures that he has a device compatible with the Services. Any User declares to have been informed that he will have to use the Services to have access to the Internet subscribed to the supplier of his choice, the cost of which is at his expense. The User agrees not to use devices or software likely to disrupt the proper functioning of the Site and associated Services.

3.1. Your GEDCOM file

The GEDCOM file is analyzed to build a database associated with the name of the tree chosen by the User. This database contains all the elements transmitted by the User in the GEDCOM file.

The User may want to transmit, in this file, information concerning people who are alive or recently deceased. The User is informed that he is not obliged to do so.

When loading the GEDCOM file, Doptim offers the User not to register in the Geneafinder database the information of people associated with events after a date of his choice.

The French "[code du patrimoine](#)" indicates the limits of public publication of information related to people.

Geneafinder Services considers that if the person died from the current date less than 25 years ago or was born less than 75 years ago, the information related to that person will be treated in a limited manner.

In its private use of the Services, Doptim will apply for each User the same processing of organization and conservation of information in the database, information display, information capture, personal statistical calculations on all information transmitted via the GEDCOM file.

In the team work of the User, in the construction of global statistics shared with the other Users of the Services, the information of these people will not be processed by the Geneafinder software and therefore will not be visible to other Users.

For its management of the Geneafinder Services IT resources, the impact of the information of these people is integrated into the counting of the memory occupancy and the different fields of the database.

The GEDCOM file is fully backed up in a file database operated by Doptim for corrective maintenance purposes. If a malfunction related to the analysis of the file is found, an employee authorized by Doptim, in charge of maintenance, will have to replay the download of said file if necessary.

The GEDCOM file is kept for a maximum of one (1) month after the download.

3.2. Acts transcription

The User may want to make transcripts of images of acts that the Geneafinder Services make

available to Users.

The transcript uses the User's tree name to indicate the author of the transcript.

The transcripts are shared with Doptim and the other Geneafinder Services Users.

In the context of the sharing of transcript Content, the User grants to Doptim a right of use in the form of a license including the right to represent, use, publish, reproduce, modify, translate, adapt and distribute these Content on the Site and/or on any medium.

This right of use is granted free of charge, non-exclusive, non-transferable, non-sublicensable, for the whole world and for the duration of the existence of the Site and / or Doptim services, that is to say even if the User no longer uses the Services.

Doptim reserves the right to share all transcripts with public institutions for research and/or cultural patronage.

3.3. Your chats in instant messaging (chat) with Doptim employees and RiBot chat robot

Doptim provides the User with an instant messaging service to interact with its teams.

Dialogues between you and Doptim employees or the RiBot chat robot are always recorded in files. The recording of messages is deleted after three (3) years.

Doptim reserves the right to exclude, temporarily or permanently, any User who, by his behavior, would harm the smooth running of the Chat. As such Doptim reserves the right to take any legal action deemed necessary if it finds an offense.

4. Souscription aux Services

4.1. Passation de la souscription

The User can subscribe to the different Formulas directly on the Site by creating a Personal Account in advance.

The User agrees to receive and transmit electronically all information necessary for the conclusion and execution of the subscription.

The User acknowledges having received prior to the subscription of a Formula and the creation of a Personal Account, clear and understandable information including the identity of the company Doptim and the essential features of Services and Formulas proposed.

For the creation of the personal space and in particular the subscription to the Formulas, the User is invited to enter his personal information. The User undertakes to provide accurate and complete personal information and to keep it up to date. Doptim reserves the right to ask the User for supporting documents to verify the accuracy of the information provided.

Before validating his subscription, the User must ensure that the Formula he chooses corresponds to his need and that he correctly apprehended the conditions of use of the Service. The subscription is considered definitive when it has been expressly confirmed by Doptim by any means and in particular by electronic means.

In accordance with the provisions of Article L.121-11 of the French Consumer Code, Doptim has the right to refuse any subscription for legitimate reasons, in particular in case of problems in payment, in order and/or abnormal subscription or past bad faith.

Doptim makes available to the User a virtual basket on the Site in which the User can place the Formula of his choice by clicking on the "Add to Cart" button on the Site.

The User may at any time, modify or withdraw the Formula(s) from the basket until the definitive validation of the materialized subscription by clicking on the "Confirmation with payment obligation" button.

By validating the order for the first time with the help of the "Confirm" button, the User accesses an order summary allowing him to check the details of his subscription and the total price, if necessary to correct or modify the items before to definitely confirm his order.

The User will definitively confirm his order in :

- completing all the information requested ;
- declaring having read and accepted the Terms of Use ;
- clicking on the "Confirmation with payment obligation" button" ;
- paying the subscription.

The final confirmation of the subscription by the User is a firm and definitive commitment.

For any request for information or any order, the User shall bear the costs of telecommunications during the access to the Internet and the use of the Site, or when calling Doptim.

4.2. Formulas pricing

The prices of the Formulas are indicated in euros and include all taxes.

The total amount of the subscription to a Formula is indicated in the basket of the User as well as in the summary preceding the final validation materialized by the button "Confirmation with obligation of payment".

Doptim reserves the right to change the selling prices of the different Formulas at any time. The

Formulas are billed to the User on the basis of the prices in effect at the time of final validation of the subscription by the User.

No subscription will be processed until Doptim actually receives the corresponding payment.

Doptim accepts the following online payment methods: credit card online, bank transfer, Paypal, American Express.

Doptim can not be held responsible for any malfunctions of the online payment service.

4.3. Right of withdrawal

The User has a period of fourteen (14) days to exercise his right of withdrawal. The User can exercise this right by completing the form below and sending it by mail or e-mail to contact@doptim.eu.

In accordance with the article L. 221-24 of the French Consumer Code, Doptim undertakes to reimburse the User within fourteen (14) days of the cancellation of the subscription using the same means of payment as the one used by the User when ordering, unless expressly agreed by the User. User for the use of another means of payment, and to the extent that the reimbursement does not involve any costs for the User.

In accordance with the article L.121-21-8 1° et 13° of the French Consumer Code, the right of withdrawal can not be exercised for contracts for the supply of services that have been fully performed before the end of the withdrawal period, the execution of which has begun after the express prior consent of the consumer and the express waiver of his right of withdrawal.

The User therefore formally acknowledges and accepts that, in all cases where he expressly accepts the performance of the Services or uses the Services, and expressly waives his right of withdrawal before the expiry of the withdrawal period, he may not validly invoke this right.

5. Rules regarding User Contents on the Site

5.1. User's commitments

By accessing the Site, the User agrees to make a correct use of the Services. He undertakes to use the Site and the Services in a fair manner, in accordance with these Terms and in accordance with the laws and regulations in force, the public order and the rights of Third Parties.

As such, the User agrees not to use the Site and Services for any unlawful purpose or in a manner constituting fraud against Doptim, other Users or Third Parties.

The User agrees not to delete and / or modify the Content on the Site that has not been transmitted or published by himself. It also undertakes not to fraudulently introduce data, including viruses, malicious code or any other technology that may interfere with the proper functioning of the Services.

The User takes all appropriate measures to ensure the security of his own data, including his username and password, and the safeguarding of information and User Content published by him.

Each User may report at any time any Content or misuse or any failure of the Site and / or Services that could impair its proper use under the conditions specified in point 4.3. hereafter.

As part of its use of the Services, the User may want to transmit on the Site personal data concerning Third Parties. As such, the User agrees to strictly comply with all laws and regulations applicable to the processing of personal data.

5.2. Doptim commitments

Doptim collects personal data concerning the User, intended exclusively for the use of the Services and which are the subject of an automated processing for technical purposes in the context of the management of Personal Accounts as well as Improvement of Services.

The personal data of the User are not in any case transmitted to Third Parties except cases for which their communication is strictly necessary for the management of the Personal Account and the proper functioning of the Services.

In accordance with the law "Informatique et libertés" of January 6, 1978, the User has a right of access, rectification and deletion concerning the personal data concerning them and that he can exercise with Doptim to the address of the registered office of the company.

Doptim keeps Users' personal data for a period that may not exceed :

as a matter of principle six (6) months from the end of subscription to the Services;

by exception two years (2) from the last use if the person concerned is deceased, for archiving purposes for the provision of information to the family.

You will find below the rules of treatment of Contents by Doptim :

Collected Information	Associated goals
- Tree name	Allows us to uniquely identify your GEDCOM file and associated data so that they are presented only to you who are the guarantor of the confidentiality of the password.
- password	
The country, the state where you use the Geneafinder Service	Allows us to determine and enforce the laws associated with state, country.
	The email address you provide when you create your account is unique in Geneafinder Services..
	It allows us to verify that registration to Geneafinder is not the result of a robot that would automate the submission of forms to unduly load Geneafinder Services and to make them non-operational.
Email address	The email address will also allow us to send you communications about Geneafinder Services..
	Under no circumstances is the email address provided or sold to a Doptim partner without your explicit permission
	Allows us to keep track of the browsing of all users of the Service in order to build anonymous and aggregated statistics.
	These statistics help Doptim to :
	- monitor the behavior of the technical elements of the Services and resolve their malfunctions
- IP address of your access terminal,	- organize the support team of the Service which operates in 24/7 depending on the number of users on the website
- Identity of the operating system of your access terminal	- qualify the relevance of Geneafinder web pages based on the number, frequency and duration of views of these pages
- Identity of your web browser	- improve the ergonomics of the Services according to the terminals and browsers used
- Dates and times of access to our pages.	- measure the geographic impact of our communication campaigns (departmental or metropolitan scale)
	The raw information collected is not kept for more than 13 months and has not been cross-checked with information from other sites
	The statistics are maintained throughout the life of Geneafinder Services to measure the continuous improvement of Geneafinder Services.

5.3. Notification Procedure for Unauthorized Content on the Site

The User who considers that certain information available on the Site is inaccurate, even illegal or is offensive, discriminatory or defamatory, is invited to file a notification.

According to article 6.I.7 of the law for confidence in the digital economy of 21 June 2004 (n°2004-575), the User must bring to the attention of Doptim any message that glorifies crimes against humanity, inciting racial hatred, affecting child pornography, inciting violence or violating human dignity.

The notification takes the form of an email addressed to contact@doptim.eu in which the User will decline his name, first name, address and description of the facts in dispute.

The notification must include the description of the facts at issue and their precise location in the platform, the reasons for which the Content must be withdrawn, including a reference to the legal provisions and the factual justifications. As far as possible, the User must transmit the copy of the correspondence sent to the author of the information or activities in dispute requesting their interruption, withdrawal or modification, or the justification that the author could not be contacted.

The attention of the User, who is the author of a notification, is drawn to the fact that an inaccurate disclosure may expose him to penal sanctions and agrees to guarantee Doptim the possible consequences of an improper notification.

Doptim undertakes to respond promptly to any notification from a User made in the forms and at first sight based.

Doptim will take care to preserve if necessary the anonymity of the User, author of the disputed remarks, while reserving the faculty to take against him any useful measure.

5.4. Access, correction and deletion of your data

The user's GEDCOM file is available for download via the Backup menu.

The data extracted from the file can be accessed via the Visualization menu.

The User may request at any time the deletion of his login, password, email, GEDCOM file and associated database by sending his request to Doptim to contact@doptim.eu. Doptim will delete these Content within 72 hours.

Doptim retains certain Content to improve its research guides, it being understood that these Content will not be visible to other Users or Visitors :

- dates and location (municipality-wide) of birth, union and death events as well as the gender of the person concerned ;
- Completion indices of the tree ;
- Transcripts of acts under the conditions of point 3.2. of these Terms.

Last names, first names, notes and documents, the rest of the information contained in the tree are destroyed.

Before deleting your Content, you can retrieve the transcripts you made via the Services.

The transcripts thus recovered will be associated with the identification of the original archive image. The identification is that provided by the institutional archives.

The images offered by the Geneafinder Services will not be recoverable by default, except in exceptional cases of authorization from the owner of the image.

You can, at any time, correct the Content that you provided us by the Profile interface or by reloading a new GEDCOM file.

5.5. Interruption, suspension and/or deletion of Personal Accounts

The User acknowledges the possibility for Doptim to interrupt, suspend temporarily or modify without notice access to all or part of the Services and / or the Site, in order to maintain it, or for any other reason, without that the interruption does not give rise to any obligation or compensation.

The User undertakes to inform Doptim as soon as possible of any difficulty encountered during the use of the Services. To this end, Doptim provides the User with a contact address allowing him to communicate with the technical support (support@doptim.eu).

The User refrains from abusing the technical support. Doptim reserves the right to refuse to respond to certain requests if they are likely to disrupt the normal operation of technical support.

Failure by the User of these Terms and / or the unlawful and / or abusive use of the Services, shall result in the right for Doptim, to interrupt, suspend or cancel access to the Services, without prejudice to the right to all damages and interests to which Doptim could claim. Any suspension or deletion of the Personal Account will be notified by sending an email.

In accordance with Article 323-1 of the French Penal Code, which stipulates, inter alia, that the fact of fraudulently accessing or remaining in all or part of an automated data processing system is punishable by one year imprisonment and a fine of 15 000 euros, the User agrees not to return to the Site via another connection or another IP address after being temporarily or permanently excluded Services.

Doptim reserves the right to discontinue the provision of the Services at any time. In case of definitive termination of the supply of the Services by Doptim, Doptim undertakes to inform the User of the termination of the Services as soon as possible and by any means. The cessation will in no case give rise to compensation or any compensation to the benefit of the User.

6. Responsibility of DOPTIM

The responsibility of DOPTIM falls under the regime of the host.

DOPTIM undertakes to make every effort to implement these Terms. In particular, DOPTIM implements all the reasonable means at its disposal to ensure a diffusion and a quality access to the Services. In this respect and for all the obligations incumbent upon him, Doptim is bound by an obligation of means.

DOPTIM can not be held liable for damages, direct or indirect, that may occur due to the use not in accordance with the present Services made available to the User. In the same way, DOPTIM declines all responsibility for the proper functioning of the User's computer equipment and its internet access.

The Content entered on the Site by the User is under its own responsibility so that Doptim, as host of the Content, can not be held liable for these Content.

DOPTIM will not be liable for consequential, incidental, special, consequential or punitive damages or any loss of profits or income, whether caused directly or indirectly, or any loss of data or other irretrievable losses, as a result of Access or use or inability to access or use the Services and unauthorized access, use or modification of transmissions or Content.

DOPTIM can not, because of the specificities related to the services provided by the Internet, guarantee the continuity of the Services and the speed of access given the complexity of the global networks, the inequality of the different sub-networks and the influx to certain hours. Doptim and / or its service providers can not, in addition, be held responsible for any malfunction of the network or the servers or any other event beyond their reasonable control, which would prevent, degrade the access to the Services or would cause any damage.

The User is responsible for the use of his Personal Account and the retention of the personal and confidential nature of his username and password. As such, the User agrees to report in writing to DOPTIM any loss or disclosure of items that may allow a third party to be aware of login credentials and ensures to disconnect from the account at the end of each session.

Doptim declines any responsibility in the event of unavailability of the Services resulting from a case of absolute necessity, in particular :

- Any anomalies of the user's computer equipment;
- Unpredictable and insurmountable facts of a Third Party;
- Unavailability of the internet.

7. Intellectual property

The User acknowledges that the content of the Site and the Services, and in particular the texts, photographs, illustrations, videos, software, databases, APIs, sounds, graphics, logos, or any other information or support presented by Doptim are protected by copyright, trademark and patent rights and other intellectual property rights.

Doptim grants the User a non-exclusive right to use the Services. No provision of these Terms may be interpreted as conferring on the User a transfer of ownership over these intellectual property rights.

Any use, reproduction, extraction not expressly authorized by Doptim under the terms hereof is unlawful, in accordance with Article L.122-6 of the French Intellectual Property Code..

In particular, the User is not authorized to :

- Represent, distribute, commercialize the elements of the Services, whether free or

- expensive, without prior written permission of Doptim ;
- Use the Services in any way for the purposes of designing, producing, distributing or marketing a similar, equivalent or substitute service ;
 - Make available directly or indirectly all or part of the Services for the benefit of a third party, including by license, lease, assignment or loan, even free of charge, except with the prior written consent of Doptim ;
 - Modify, translate, reproduce, disassemble, disassemble, or derive in any way the source code of the Software part of the Services ;
 - Make all or part of the Services' files available to the public on an Internet page as a separate, reusable or transferable file.

8. General provisions

8.1. Titles and independence of clauses

In case of difficulty of interpretation between any of the titles appearing at the beginning of the clauses of these Terms and the stipulations it contains, the titles will be declared non-existent.

If one or more clauses or stipulations are held to be invalid or declared as such under the Act, a regulation or a final decision of a competent jurisdiction, the other clauses and stipulations will retain all their force and their validity.

8.2. Waiver

Failure of either party to rely on the other's failure to comply with its obligations shall not be construed as a waiver of any subsequent non-compliance with the same obligation or other obligations, or as a waiver the right to enforce the said obligations.

8.3. Cession

The Terms and the rights granted hereunder may not be transferred or assigned by the User, but may be assigned by Doptim without restriction. Any attempt to transfer or assign in violation of these presents will be null and void.

9. Applicable law and disputes

These Terms are subject to French law.

Doptim and the User will endeavor to resolve amicably all disputes that may arise concerning the validity, interpretation or execution of these terms.

In the absence of amicable agreement, the consumer User has the possibility of resorting to a conventional mediation procedure or any other alternative way of settling disputes.

The list of mediators is available at the following address :

<https://www.economie.gouv.fr/mediation-conso/saisir-mediateur>.

The European Commission has set up a dispute resolution platform to collect any consumer complaints following an online purchase for subsequent transmission to the relevant national mediator.

This platform is accessible under the following link <http://ec.europa.eu/consumers/odr/>.

With regard to Professional Users, the Commercial Court of RENNES will have sole jurisdiction to hear any dispute relating to the execution and / or interpretation of the TOU, including in case of emergency, warranty and plurality of defendants.

Legal Notice

Doptim

SAS with share capital of 17500 €

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