



Lost Child Alert Technology Resource
WEB-BASED LOCATER[®] 6.8 FAX GUIDE



OJJDP Office of Juvenile Justice
and Delinquency Prevention
Office of Justice Programs ♦ U.S. Department of Justice



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TABLE OF CONTENTS

INTRODUCTION

Introduction to the LOCATER® Program 5

CHAPTER 1: LOCATER Fax Features..... 5

Enabling Fax Feature 6

Fax Manager Option 8

 Create A Fax Address Book 9

 To Search your Fax Address Book 9

 To Upload a Fax Address Book 9

Fax Invoice & Plan 10

CHAPTER 2: Fax Distribution..... 12

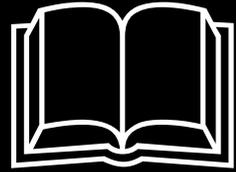
Building a Fax Distribution List 13

 Upload a Fax Address Book 14

APPENDICES

APPENDIX A: LOCATER Fax Terms of Service Agreement 16

APPENDIX B: Protus Application 22





Introduction to the LOCATER Program

The National Center for Missing & Exploited Children® (NCMEC) is the nation's clearinghouse for the location and recovery of missing children in the United States. As a private, nonprofit organization established by the U.S. Congress in 1984, NCMEC works cooperatively with the U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention and is a powerful, no-cost resource for law-enforcement, families and prosecutors. NCMEC's challenge is to assist local law-enforcement agencies in rapidly disseminating information about some of their most difficult cases—those involving missing and abducted children.

The **L**ost **C**hild **A**lert **T**echnology **R**esource (**LOCATER**) web-based program or *Web-based LOCATER® 6.8* is a template-based application that enables individual law-enforcement agencies to instantly create many different types of posters for immediate distribution. Posters can display one to eight images with descriptive text on each poster.

The LOCATER program goal is to improve law-enforcement's ability to recover missing children by providing the tools and equipment necessary to rapidly disseminate images and information among law-enforcement agencies, media, and the public. In addition, NCMEC will make its entire database of active missing- and abducted-child cases and images available to law-enforcement agencies 24 hours a day, 7 days a week, 365 days a year.

With this in mind, LOCATER has recently launched its latest feature of fax distribution. Users will not need to download any additional software, but will notice some additional buttons and functions available. Your agency can take advantage of the new fax functionality by simply clicking the enable fax button and following the instructions. To learn more about the fax capability, please review the following pages and/or visit our website, www.locaterposters.org, for answers to frequently asked questions and quick reference cards.



CHAPTER 1

LOCATER Fax Features

Contents

Enabling Fax Feature

Fax Manager Options

 Create A Fax Address Book

 To Search your Fax Address Book

 To Upload a Fax Address Book

Fax Invoice & Plan

To Enable your Fax Distribution feature:

From the LOCATER homepage,

- Under LOCATER Resources, choose Agency Information.
- On the right side toolbar, choose **Enable Fax**.

The screenshot shows the LOCATER Management interface. At the top, there is a header with the LOCATER logo and the text "Lost Child Alert Technology Resource". Below the header, there is a navigation bar with the word "Locator". The main content area is titled "LOCATER Management" and contains several sections:

- LOCATER Resources:** A dropdown menu currently showing "Agency Information".
- Law Enforcement Resources:** An empty dropdown menu.
- Default Agency Information:**
 - Country Agency Belongs To: United States
 - Language: English
 - Please enter your Locater ID number: (based on ORI) LOVA1231222
 - Please enter the name of your organization, department, or other identifier: National Center for Missing & Exploited Children
 - Please enter the person or department name to contact in response to a poster: Locater Program
 - Please enter the telephone number to call in response to a poster: 1-877-843-5678, 1-877-THE-LOST
 - Please enter your fax number: 703-549-2250
 - Please enter your 5 digit zip code: 22314
 - Please select the state/province where your agency belongs to: Virginia

On the right side of the interface, there is a vertical toolbar with several buttons: "Enable Fax" (highlighted in red), "Fax Manager", "Fax Invoice & Plan", "E-Mail Manager", and "Webmail Login". At the bottom of the form, there are "Save" and "Close" buttons. A copyright notice at the bottom reads: "Copyright © 2006 National Center for Missing & Exploited Children. All rights reserved."

- There are two links on this page. The first is the “How to apply for fax account” and “Protus Credit Application Form”. During activation, please review each link thoroughly.

The screenshot shows the LOCATER Management interface, specifically the "Apply for Fax Account" section. The header and navigation bar are the same as in the previous screenshot. The main content area is titled "LOCATER Management" and contains:

- LOCATER Resources:** An empty dropdown menu.
- Law Enforcement Resources:** An empty dropdown menu.
- Apply for Fax Account:**
 - [How to apply for fax account](#)
 - [Protus Credit Application Form](#)
- Account Information:**
 - User Name: *
 - Password: *
 - * Required

At the bottom of the form, there are "Confirm" and "Close" buttons. A copyright notice at the bottom reads: "Copyright © 2006 National Center for Missing & Exploited Children. All rights reserved."

- Click on the **How to apply for fax account** link, you will be prompted with an informational display of the fax account creation process.
The process for creating fax accounts:
 1. Complete the Protus Credit Application Form and fax into my MyFax toll-free fax number at 1-866-260-7197.
 2. Once received, Protus Client Services will create the account and an auto-generated email will be sent containing the attached Term and Conditions. The account owner must click on the hyperlink within that email to agree to those terms and conditions and thus unlock the account.
 3. Once unlocked, Client Services will fully activate the account and send a Welcome email with the new UserID. Also sent will be an auto-generated email requesting that the account owner assign a password by clicking on a link.
- Click **OK**.
- Click on the **Protus Credit Application Form** link, the application form will open in Adobe Acrobat Reader. You will need to complete the form by using the print option within Adobe Acrobat Reader and fax into MyFax at 1-866-260-7197.

- To close the application form, click the top right **X** of Adobe Acrobat Reader.
- Once you receive the auto-generated email with the Terms and Conditions, you will need to unlock the account by agreeing to the terms and conditions.
- After the account is unlocked, you will receive an email requesting that the account owner assign a password by clicking on a link.
- Enter your user name and password in the Account Information of the Fax Enabling screen.
- Click **Confirm**. The page will refresh and return you to the LOCATER Management: Default Agency Information page.

*Note: You have successfully enabled your fax account when the right toolbar option is grayed out.

The screenshot shows the 'LOCATER Management' interface. At the top, there is a header with the LOCATER logo and 'Lost Child Alert Technology Resource'. Below the header, there is a 'LOCATER Management' section with several input fields and dropdown menus. The 'LOCATER Resources' section includes 'Agency Information' and 'Law Enforcement Resources'. The 'Default Agency Information' section includes 'Country Agency Belongs To' (United States), 'Language' (English), and 'Please enter your Locater ID number'. Below that, there are fields for 'Please enter the name of your organization', 'Please enter the person or department name to contact in response to a poster', 'Please enter the telephone number to call in response to a poster', 'Please enter your fax number', 'Please enter your 5 digit zip code', and 'Please select the state/province where your agency belongs to'. At the bottom of the form are 'Save' and 'Close' buttons. On the right side, there is a vertical toolbar with buttons for 'Enable Fax', 'Fax Manager', 'Fax Invoice & Plan', 'E-Mail Manager', and 'Webmail Login'. The 'Enable Fax' button is grayed out, while the others are blue. At the bottom of the page, there is a copyright notice: 'Copyright © 2006 National Center for Missing & Exploited Children. All rights reserved.'

- Click **Close**. You will be returned to the LOCATER 6.8 homepage.

Fax Manager Options:

From the LOCATER 6.8 homepage,

- Under LOCATER Resources, choose Agency Information.
- On the right side toolbar, choose **Fax Manager**.
- The *Set up Fax Number* page will appear. From this page, a user can add, update, delete and upload either a .xls or .fxd file format of information.

The screenshot shows the 'Set Up Fax Number' interface. At the top, there is a header with the LOCATER logo and 'Lost Child Alert Technology Resource'. Below the header, there is a 'Set Up Fax Number' section with a search bar and three buttons: 'Search', 'Clear', and 'Add'. Below the search bar, there are two lines of text: '* Searches are case sensitive' and '* Search by wildcard (*) or search by Name, Type, Number, City, County or State.' At the bottom of the form are 'Upload' and 'Close' buttons. At the bottom of the page, there is a copyright notice: 'Copyright © 2006 National Center for Missing & Exploited Children. All rights reserved.'

To create a Fax Address Book,

From the Set up Fax Number page,

- Click **Add**.
- The **Add/Edit Fax Number** menu will appear. The user can now add and update fax information.

- Enter in the appropriate information needed. The fields * are required fields.
- Click **Save** to store the appropriate address book information or click **Close** to exit this screen.

To Search your Fax Address Book,

From the Set up Fax Number page,

- Enter your Search Criteria and Click **Search**.

*** REMINDER: ALL TEXT AREAS OF *Web-based LOCATER® 6.8* ARE CASE SENSITIVE.** If you typed the name of the person missing as *John Doe*, you cannot search for the poster by the name *JOHN DOE* with all CAPS and vice versa.

To Upload a Fax Address Book,

From the Set up Fax Number page,

- Click **Upload**

***Only .xls and .fxd files can be uploaded into the address book.** The .fxd file is the file format generated from LOCATER 5.6 Version. The fax file format for

uploading an Excel (.xls) file is demonstrated in the picture below. The field names and order must be imported exactly as pictured.

	A	B	C	D	E	F
1	Name	Type	Number	City	County	State
2	NCMEC	Other	703-522-0388	Alexandria	Alexandria	VA
3	TJH	School	301-544-6099	Fairfax	Fairfax	VA
4	FBI	Law Enforcement	703-544-6088	Blueberry	Woodmore	MD
5	Holy Cross	Hospital	571-222-2357	Silver Spring	Prince Georges	PA
6						
7						
8						

- **Browse** for the saved file format.
- Click **Open**, then **Upload**. If the file is in the incorrect format or cannot be read, you will be displayed with an error message.
- When finished, click **Close**.

To exit the Fax Manager options,

- Click **Close** and you will return to the Agency Information page.

To view your Fax Invoice & Plan

An agency can view their usage of the fax distribution at any time.

- From the Agency Information or right side toolbar, **click *Fax Invoice & Plan***.
- Choose the date range you wish to view.
- **Click *View***.

The displayed information will provide an agency the fax usage of the poster types, the NCMEC terms of free fax allowance, number of faxes sent to date, and the number of faxes charged for. You will then be supplied with the total amount of faxes being billed for and your current balance due.

LOCATER
Lost Child Alert Technology Resource

Locator

LOCATER Management

LOCATER Resources: Agency Information Law Enforcement Resources:

Fax Invoice and Plan

View Past Usage: Between 06/15/2006 And 06/28/2006 View

Fax Usage	Paid by NCMEC	Number of Faxes Sent	Faxes charged
Amber Alert	(Unlimited)	31	0
Missing Children	10 Pages / Poster	78	1
Other type		134	134
Total faxes for the period		243	
Total faxes w/applied charges(\$0.05/fax)			135

Fax Usage	Faxes charged
Total faxes w/applied charges(\$0.05/fax)	135
Balance Due	\$ 6.75

Close

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Figure 23: LOCATER Management- Fax Invoice and Plan

To close the Fax Invoice and Plan window, **click Close**.



CHAPTER 2

Fax Distribution

Contents

Building a Fax Distribution List

 Upload a Fax Address Book

Building a Fax Distribution

1. Click *Distribute* on the right side toolbar.

To distribute a poster via Fax address,

- o Click *Fax*.

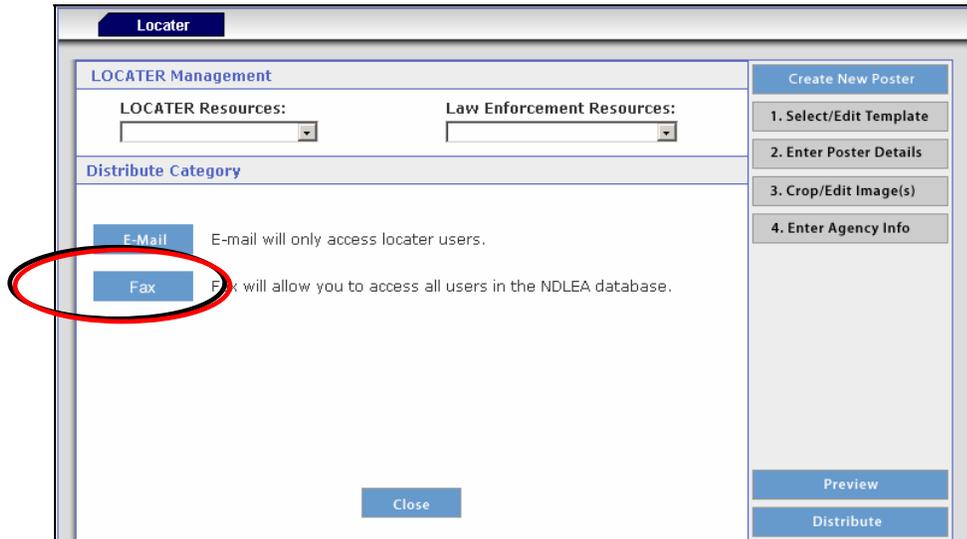


Figure 35: Distributing a LOCATER Poster

2. Select an option from the *Select Fax Number By* drop-down menu: *Zip/Postal Code*, *County*, *Clearinghouse*, *My Address Book*, *Add New Fax Number*, *Upload List*, or *Previously Sent Faxes*.

- *Zip Code* - To send a poster to agencies within a specific radius of a zip code, **enter a zip code in the *Zip Code* field.**

You can also select a mileage or kilometer radius to add to the zip code area. **Enter the number of miles or kilometers desired, and click *Add*.**

A list of agencies within the zip/postal code and radius will be displayed. To delete agencies from this list, **click the end placement box and click *Delete*.**

- *County*- To send a poster to agencies within a specific county, **select the state from the *Select State* drop-down menu, choose the specific county (counties), and click *Add* next to the *County* field. Once you are satisfied with the specific county (counties), click *Populate Distribution List*.**
- *Clearinghouse*- To send a poster to a specific Clearinghouse, **select the state from the *Select Clearinghouse* drop-down menu, and click *Add* next to the *Select Clearinghouse* field.**

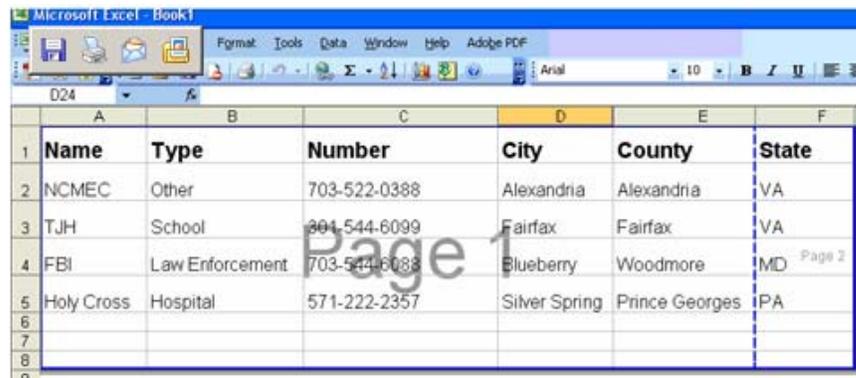
- *My Address Book*- To send a poster to agencies/organizations within your address book set up within the Fax Manager, (see page 8 for Fax Manager Options) **Enter the Search criteria or (*) for a wildcard search**, and **click Search**.
- *Add New Fax Number*- To add individual fax number, **type the Name and Fax Number in the appropriate fields**, and **click Add**.
- *Upload List*- To add a temporary list created in excel, **click Upload** and Browse for the saved .xls or .fxd file.

To Upload a Fax Address Book,

From the Set up Fax Number page,

- Click **Upload**

***Only .xls and .fxd files can be uploaded into the address book.** The excel file that can be uploaded can only be in the format used in the picture below. The .fxd file is the file format generated from LOCATER 5.6 Version.



	A	B	C	D	E	F
1	Name	Type	Number	City	County	State
2	NCMEC	Other	703-522-0388	Alexandria	Alexandria	VA
3	TJH	School	804-544-6099	Fairfax	Fairfax	VA
4	FBI	Law Enforcement	703-544-6088	Blueberry	Woodmore	MD
5	Holy Cross	Hospital	571-222-2357	Silver Spring	Prince Georges	PA
6						
7						
8						
9						

Figure 36: Fax Upload Worksheet Format

- **Browse** for the saved file format.
- Click **Open**, then **Upload**. If the file is in the incorrect format or cannot be read, you will be displayed with an error message.
- When finished, click **Close**.

To exit the Fax Manager options,

- Click **Close** and you will return to the Agency Information page.

- *Previously Sent Faxes*- To refax a poster to previously faxed numbers,



LOCATER
Lost Child Alert Technology Resource

LOCATER
National Center for Missing & Exploited Children

Locator

LOCATER Management

LOCATER Resources:

Law Enforcement Resources:

Fax Poster TESTKR333

Select Fax Number By:

Choose from the list:
Zip/Postal Code
County
Clearinghouse
My Address Book
Add New Fax Number
Upload List
Previously Sent Faxes

Close

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Figure 37: LOCATER Management: Fax Distribution Option

3. Once you have completed building the E-mail list and additional comments, **click Send**. You will view a page that says you have successfully sent out the poster.

APPENDIX

Appendix A

LOCATER Fax Terms of Service Agreement



APPENDIX

LOCATER™**Fax Service
Terms of Service Agreement**

IMPORTANT READ CAREFULLY: This Terms of Service Agreement (hereinafter referred to as the “Agreement”) is a legal agreement between you (hereinafter referred to as “User” or “Users”) and The National Center for Missing and Exploited Children (hereinafter referred to as “NCMEC”), a nonprofit corporation having its principal place of business at 699 Prince Street, Alexandria, Virginia 22314-3175, for access to and use of the LOCATER web-based fax service (hereinafter referred to as the “Fax Service”). By accessing or otherwise using the Fax Service, User agrees to be bound by the terms and conditions of this Agreement. If User does not agree to the terms and conditions of this Agreement, then User is not authorized to use the LOCATER Fax Service.

TERMS & CONDITIONS FOR ACCESS TO AND USE OF FAX**1. Description of Fax Service**

1.1 As an additional feature of NCMEC’s LOCATER program, NCMEC is offering a Fax Service designed to allow Users to transmit, by electronic facsimile (fax), NCMEC’s posters through a third party vendor using NCMEC’s web-based LOCATER system. All fax charges are the responsibility of the User and will be billed directly to the User by the third party vendor. However, NCMEC will be responsible for the following: (a) fax charges for all AMBER Alert poster types; and, (b) fax charges for each User’s first two hundred (200) faxes of Missing Child/Children poster types. In addition to paying all applicable fax charges (with the exceptions set forth above), each User must: (a) provide its own access to the world wide web and pay any service fees associated with such access; (b) provide all equipment necessary to make such connection to the world wide web, including computer hardware and software; (c) use a computer with Windows® 98 or later Windows® operating system; (d) provide any Internet connection necessary to access the Fax Service; (e) provide all necessary office supplies; and (f) complete such Registration Form as might be required by the third party vendor.

2. User’s Registration and Other Obligations

2.1 In consideration of use of the Fax Service, User agrees to: (a) provide true, accurate, current and complete information about User as prompted by the third party vendor’s Registration Form (hereinafter referred to as the “Registration Form”); (b) maintain and update such information so as to keep it true, accurate, current and complete; and (c) comply with the terms and conditions of this Agreement and any agreement required by the third party vendor. In the event the information provided by User to the third party vendor is untrue, inaccurate, not current or incomplete, then such shall be grounds for termination of User’s current and future use of the Fax Service.

3. Account Designation and Password

3.1 Upon completion of the Registration Form, the third party vendor will provide User with an account designation and a password (herein referred to as the “Account Designation” and “Password”) which will allow User to access and use the Fax Service.

3.2 User represents and warrants to NCMEC that User is legally able to form a binding contract, and that all information User provides to the third party vendor will be true, accurate, current and complete.

3.3 User shall safeguard such Account Designation and Password and shall not share it with any other person, entity or agency.

3.4 If at any time User has reason to believe that the confidentiality of its Account Designation and/or Password has been breached (including, but not limited to, when/if the computer equipment containing the Account Designation is lost, stolen, disposed of or replaced), User shall immediately notify the third party vendor.

4. Term and Termination

4.1 This Agreement is effective as of the date User first accesses the Fax Service via its Account Designation and Password and shall continue in effect until terminated by either User or NCMEC.

4.2 User agrees that NCMEC may terminate User's use of the Fax Service if NCMEC determines, in its sole and absolute discretion, (a) that User has violated or acted inconsistently with the letter or spirit of this Agreement, or (b) that User has violated the rights of NCMEC or other Users or parties.

4.3 User acknowledges and agrees that any termination of the Fax Service under any provision of this Agreement may be effected unilaterally without prior notice.

4.4 Either party may terminate this Agreement immediately at any time for any reason without fault upon notice to the other party.

5. License

5.1 NCMEC grants User a non-exclusive, non-transferable, non-assignable, limited right to access and use the Fax Service only for the purposes defined in Section 7 as "Acceptable Use" and subject to the terms and conditions of this Agreement.

5.2 User must only access the Fax Service via the Account Designation and Password provided to User by the third party vendor.

5.3 Only Authorized Users, as that term is defined in Section 6, may access and use the Fax Service.

6. Authorized Users

6.1 Authorized Users shall be defined as any law enforcement agency personnel to whom the third party vendor has provided an Account Designation and Password to access the Fax Service and who is otherwise an authorized LOCATER user as determined by NCMEC.

6.2 All Authorized Users shall safeguard the Account Designation and Password, only use the Fax Service for Acceptable Uses (as defined in Section 7), and maintain the confidentiality of the Fax Service intellectual property in a manner consistent with the provisions of this Agreement.

7. Acceptable Use

7.1 The term "Acceptable Use" as used in this Agreement shall be use of the Fax Service by Authorized Users to distribute LOCATER posters.

7.2 User agrees that User is solely responsible for its communications and the results thereof. User further agrees that it will use the Fax Service in strict compliance with all local, state, national, and international rules, regulations and laws, including the applicable laws regarding the transmission of technical data exported from User's country of origin and/or the United States.

8. Unauthorized Use

8.1 Any use, other than that which is defined as an Acceptable Use in Section 7.1, shall be defined as an Unauthorized Use.

8.2 Without limiting the generality of Section 8.1, User shall NOT use the Fax Service to:

- a. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, pornographic, or racially, ethnically or otherwise objectionable or illegal;
- b. take any action, direct or indirect, that would be inconsistent with the general goals and objectives of child safety and child protection, that would violate any of the terms and conditions of this Agreement or that would reflect adversely upon NCMEC;
- c. transmit, e-mail, upload or otherwise disseminate any content that would infringe the intellectual property rights of another party or would otherwise interfere with other proprietary, contractual, or fiduciary obligations of another;
- d. transmit, e-mail, upload or otherwise disseminate advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of commercial solicitation or enterprise;
- e. impersonate or misrepresent an affiliation with any person or entity or otherwise misrepresent or disguise the source of the e-mail and/or its contents;
- f. transmit, e-mail, upload or otherwise disseminate any content that contains software viruses or any other computer code, files or programs that are designed to be destructive or deceptive;
- g. alter, adapt, translate, disrupt, or interfere any part of the Fax Service or servers connected to the Fax Service;
- h. use or permit any third party to use, directly or indirectly, the Fax Service for time-sharing, rental or service bureau purposes, or decompile, reverse assemble, or otherwise reverse engineer the Fax Service or cause or permit any third party (including Authorized Users) to do so; or

- i. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act.

9. Indemnification

9.1 User shall indemnify, defend, and hold NCMEC harmless against any damages, losses, liabilities, expenses and costs (including, but not limited to, attorneys' fees) resulting from or arising out of any judgment, award, settlement or claim (including, but not limited to, slander, libel, defamation, or other injury) which might be entered or asserted against NCMEC by any party because of any Authorized Use or Unauthorized Use of the Fax Service by User, or by any person(s) using User's Account Designation and Password to gain access to the Fax Service.

10. Reservation of Rights

10.1 User may use the Fax Service only for Acceptable Uses and may not copy, modify, adapt or create derivative works.

11. Intellectual Property

11.1 User acknowledges and agrees that NCMEC and/or its third party suppliers own(s) all rights, title, and interest in and to the Fax Service, and any and all user guides, documentation, and other information and materials that may be provided by NCMEC (and all rights in copies and derivative works thereof), including, but not limited to, all worldwide copyrights, trade secrets, trademarks, service marks, patents, inventions, domain names, confidential information and materials, and proprietary rights therein.

11.2 User does not acquire any rights, express or implied, in the Fax Service other than those expressly stated in this Agreement.

11.3 If User becomes aware of any unauthorized use or infringement by any party of NCMEC's intellectual property subject to this Agreement, User shall promptly notify NCMEC of such use. NCMEC may take any action that it deems necessary to protect its rights and User will assist NCMEC to the extent reasonably necessary in order to protect NCMEC's rights in its intellectual property, provided that NCMEC shall be entitled solely to any recovery with respect to such rights.

12. Modifications and Upgrades; NCMEC Right to Discontinue Service

12.1 NCMEC reserves the right to modify or discontinue, temporarily or permanently, the Fax Service, or any part of the Fax Service, with or without advance notice. User agrees that NCMEC shall not be liable to User or any third-party for any modification or discontinuance of the Fax Service.

12.2 NCMEC may, in its sole discretion, periodically upgrade or produce new versions of the Fax Service, which User may have access to via its Account Designation and Password.

12.3 Upgrades and new versions shall be subject to the same terms and conditions as those contained in this Agreement, as amended from time to time.

13. Disclaimer of Warranties

13.1 USER UNDERSTANDS AND AGREES THAT IT USES THE FAX SERVICE AT ITS SOLE RISK. THE FAX SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." NCMEC DOES NOT MAKE, AND HEREBY EXCLUDES AND DISCLAIMS, ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), TO USER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, NON-INTERFERENCE, EXCLUSIVITY, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION. NCMEC DOES NOT WARRANT THAT THE FAX SERVICE WILL MEET THE USER'S REQUIREMENTS OR EXPECTATIONS, THAT THE OPERATION OF THE FAX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OR ALL ERRORS IN THE FAX SERVICE CAN OR WILL BE CORRECTED. THE FAX SERVICE IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH USER. FURTHERMORE, ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, GIVEN TO

USER BY NCMEC OR AN AUTHORIZED REPRESENTATIVE OF NCMEC SHALL NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED.

14. Remedies and Limitations of Liability

14.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL NCMEC OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FAX SERVICE (AND/OR THE USER GUIDES, DOCUMENTATION, AND OTHER INFORMATION AND MATERIALS THAT MAY BE PROVIDED BY NCMEC), INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF NCMEC IS ADVISED OF OR IN FACT SHALL KNOW OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, NCMEC'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE SUM OF ANY AMOUNTS PAID TO NCMEC BY USER FOR USE OF THE FAX SERVICE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14.2 USER SHALL PROVIDE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT GIVE ANY THIRD PARTY ANY RIGHTS OR REMEDIES AGAINST NCMEC.

15. Injunctive Relief & Attorneys' Fees

15.1 If User violates or threatens to violate any of the terms or conditions of this Agreement, including but not limited to exceeding the scope of the license granted and/or violating or threatening to violate the confidentiality provisions, NCMEC may, in addition to any other rights or remedies it may have under this Agreement, or otherwise, seek, and User hereby consents to, the entry of temporary, preliminary and permanent injunctive relief, restraining and enjoining User from any further or threatened violations of any of NCMEC's rights, including but not limited to intellectual property rights, without showing that there is no adequate remedy at law and without requiring NCMEC to post a bond or make any other undertaking as a condition to such injunctive relief.

15.2 If NCMEC commences litigation to enforce any provision of or to declare a breach of this Agreement, NCMEC shall be entitled to recover its attorneys' fees and costs, in addition to any other amounts to which NCMEC may be entitled.

16. Post-Termination Obligations & Survival of Terms

16.1 Upon expiration or termination of this Agreement, User shall immediately discontinue all use of the Fax Service. At the direction of NCMEC, User shall immediately turn over to NCMEC all physical embodiments of the Fax Service, including without limitation, any and all user guides, documentation, and other information and materials that may have been provided by NCMEC and any copies of such materials. User's failure to do so shall entitle NCMEC to immediate injunctive relief in accordance with the provisions of Section 15.1.

16.2 Upon termination of this Agreement, the provisions of this Agreement that by their nature or by their express terms are intended to survive the Agreement shall so survive, including without limitation, the rights, interests and obligations of the parties as set forth in Sections 3.3, 9, 11, 13, 14, 15, and 16.

17. General Provisions

17.1 It is not the intent of the parties to create a partnership, joint venture, master-servant, principal-agent, or other relationship. This Agreement should not be construed as establishing any of these relationships between the parties. Neither party may be held liable for any act of omission or commission of the other party, and neither party is authorized to nor has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided in this Agreement.

17.2 This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, transferees, successors and assigns as permitted by this Agreement.

17.3 This Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of NCMEC may be assigned to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the and/or assets of NCMEC.

17.4 Except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

17.5 No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute consent to any prior or subsequent breach.

17.6 If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

17.7 The parties will comply with all applicable laws, regulations and ordinances relating to or with respect to this Agreement.

17.8 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of laws rules of any jurisdiction. The courts located in the Commonwealth of Virginia shall have exclusive jurisdiction over all claims relating to this Agreement.

17.9 This Agreement represents the entire contract between the parties hereto with respect to the subject matter set forth herein and supersedes all prior and contemporaneous negotiations, agreements, contracts, commitments and understandings, both verbal and written between NCMEC and User with respect to the subject matter set forth herein. Other than as expressly stated in Section 18, no modifications, additions or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of the parties. In the event this Agreement is translated, the English version shall control.

17.10 The headings in this Agreement are for convenience purposes only and should not be used in interpreting this Agreement.

18. Amendments to Fax Service Terms of Service Agreement

18.1 A copy of this Agreement, as it may be amended from time to time, is available for viewing on the LOCATER Website, www.locaterposters.org.

18.2 NCMEC reserves the right to amend the terms and conditions of this Agreement at any time and in its sole discretion and without direct notice to User. User's only remedy shall be to discontinue using the Fax Service. Whenever this Agreement is changed, altered, modified, or otherwise amended, such amended version will replace the older version of this Agreement on the LOCATER Website. Posting of the amended Agreement on the LOCATER Website will constitute notice to User of any such changes. (The new version number located at the bottom of the Agreement will alert User that the Agreement has been amended.) User's continued use of the Fax Service shall constitute User's consent to be bound by any and all changes to this Agreement. User is advised that it may print a copy of this Agreement, and any amendments, from the LOCATER Website.

19. Notice

19.1 NCMEC may provide User with notice regarding this Agreement by way of either postings on the LOCATER Website, www.locaterposters.org, e-mail, or regular mail at the addresses supplied to NCMEC by User from time to time.

User has read and understands this Agreement and agrees to be bound by its terms and conditions.

Appendix B: Protus Application



LAW ENFORCEMENT AGENCY ACCOUNT INFORMATION

All fields must be completed

AGENCY INFORMATION - A

ORI#:
 AGENCY NAME:
 AGENCY ADDRESS:
 STREET: CITY:
 STATE: ZIP CODE:
 CONTACT NAME: TITLE:
 TELEPHONE: FAX #:
 PROJECT LIASON NAME:
 PROJECT LIASON EMAIL ADDRESS:

AGENCY CONTACT INFORMATION - B

AGENCY PRINCIPALS:
 1) AGENCY HEAD:
 PHONE: EMAIL:
 2) ACCOUNTS PAYABLE / BILLING CONTACT:
 PHONE: EMAIL:
 3) ALTERNATE CONTACT:
 PHONE: EMAIL:

BUSINESS REFERENCES - C - PLEASE PROVIDE 3 VENDOR / SUPPLIER REFERENCES

1) COMPANY NAME: STREET:
 CITY: PROV/STATE: POSTAL/ZIP CODE:
 CONTACT: TELEPHONE: FAX:
 2) COMPANY NAME: STREET:
 CITY: PROV/STATE: POSTAL/ZIP CODE:
 CONTACT: TELEPHONE: FAX:
 3) COMPANY NAME: STREET:
 CITY: PROV/STATE: POSTAL/ZIP CODE:
 CONTACT: TELEPHONE: FAX:

I authorize Protus IP Solutions Inc. to request and obtain credit information in order to extend credit for the services requested. I understand that any such information will be used for determining a credit line and will be held in confidence and will remain the property of Protus IP Solution's, whether or not credit is extended. Please fax completed form to **1.866.260.7197** or contact Richard Solomon at **1.888.733.0000 x 642** with questions.

All of the above information is true and correct to the best of my belief and knowledge.

SIGNATURE: _____ DATE: _____

NOTES: