



Genetic
Legacies

Genetic Legacies Terms of Service Phase 2 Testing

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This Terms of Service Agreement ("Agreement") is entered into by and between Genetic Legacies ("Genetic Legacies," "we," "us," or "our") and the client ("you," "your," or "customer") who engages Genetic Legacies' testing laboratory services for the purpose of obtaining a DNA profile suitable for historical or personal genetic genealogy research, or similar efforts by another name (i.e., investigative genetic genealogy, genealogy research, etc.). By using our services, you agree to be bound by the terms and conditions set forth in this Agreement. You may request processing on any submitted samples to cease at any time, and all original samples will be returned to the original shipping address.

Scope of Services

Genetic Legacies offers genetic genealogy research laboratory services to assist customers in obtaining genetic information relevant to investigative purposes. These services include the production of genetic files and reports based on customer-provided samples. Additional services, such as guidance on database use and interpreting results, may also be offered as part of our consultation services.

Usage Restrictions

Authorized Databases

You agree to use any genetic files or reports produced by Genetic Legacies solely for the purpose of genetic genealogy research. These files may only be uploaded to genetic genealogy databases that explicitly permit the upload of such files as part of their terms of service (e.g., GEDMatch).

Prohibited Databases

You shall not upload the results obtained from Genetic Legacies' services to databases that do not explicitly allow such uploads in their terms of service. Violations of this provision may result in service termination and the forfeiture of any guarantees or further support from Genetic Legacies.



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Samples Provided for Genetic Legacies Services

When you authorize Phase 2 testing, you agree that your sample meets one of the following criteria:

- **Your DNA;**
- **DNA of a deceased individual** for whom you have the legal authority to submit the sample;
- **DNA obtained from an artifact**, provided that:
 1. You reasonably believe the source of the DNA is a previous owner or user of the artifact who is deceased; and
 2. You have legal authority to possess the artifact.

You must provide the name of the individual you reasonably expect to be the source of the DNA obtained from the item. This information will remain private per Genetic Legacies' privacy policy, but Genetic Legacies may use it to confirm the individual's deceased status if questions arise.

Penalties for Unauthorized Submissions

Submitting DNA samples from living individuals without proper consent or legal authority is strictly prohibited. Violations will result in the following penalties:

1. **Immediate Suspension of Services:** All testing and processing of the sample in question will cease immediately.
2. **Return or Disposal of Samples:** The sample will either be securely destroyed or returned to the submitter, depending on the circumstances and applicable laws.
3. **Forfeiture of Fees:** Any fees paid for testing services will be forfeited, with no refunds issued.
4. **Reporting to Authorities:** If the submission violates laws regarding genetic privacy or consent, Genetic Legacies may report the violation to relevant authorities.
5. **Future Service Restrictions:** The individual or entity responsible for the unauthorized submission may be prohibited from using Genetic Legacies' services in the future.
6. **Liability for Damages:** The submitter may be held liable for any costs incurred by Genetic Legacies due to the violation, including legal fees and damages.
7. **Legal Action:** Genetic Legacies reserves the right to pursue legal remedies in cases of intentional or egregious violations.



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Prohibited Activities

You agree not to engage in any of the following activities:

- **Circumvention of Restrictions:** Attempting to bypass upload restrictions imposed by genetic genealogy database terms of service.
- **Unauthorized Use:** Using the genetic files or reports provided by Genetic Legacies for any purpose other than legitimate genetic genealogy research.
- **Law Enforcement Forensic Investigative Genetic Genealogy:** Use of Genetic Legacies' data for law enforcement or forensic purposes, including unidentified human remains investigations, is expressly prohibited.

Compliance with Laws

You agree to adhere to all applicable federal, state, and local laws, regulations, and guidelines related to the use, storage, and dissemination of genetic information and the results obtained from genetic genealogy research laboratory services. You are also responsible for ensuring compliance with the laws in your jurisdiction when submitting samples.

Confidentiality and Data Security

Genetic Legacies shall take reasonable measures to protect the confidentiality and security of your genetic information and reports. Our policies include:

- Secure storage and handling of data and physical samples.
- Ensuring no ownership interest in submitted samples, respecting the privacy rights of third parties.
- Prohibiting the transfer, sale, or sharing of data, including deidentified data, with third parties.

In the event of a legal obligation (e.g., subpoena, warrant), Genetic Legacies may disclose your raw data or genealogy information. If disclosure occurs, we will notify you unless prohibited by law.



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All samples and data are retained per Genetic Legacies' data storage policy, ensuring they remain secure and available for future technological advancements. Customers can request the destruction of samples or data after services are completed.

Accuracy of Results

The analysis and resulting data are provided “as is,” with no representations made regarding future usability. Limitations include the experimental nature of artifact DNA testing and potential changes in analysis tools or software over time.

Limitation of Liability

To the maximum extent permitted by law, Genetic Legacies shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of its services. By agreeing to these terms, you acknowledge the inherent limitations and risks associated with artifact DNA testing.

Indemnification

You agree to indemnify, defend, and hold harmless Genetic Legacies and its affiliates, successors, and assigns from any liability, loss, claim, and expense related to your violation of this Agreement or misuse of services. Genetic Legacies reserves the right to assume exclusive defense in any matter subject to indemnification, requiring your cooperation in asserting available defenses.

Modifications to Agreement

Genetic Legacies reserves the right to modify or update this Agreement at any time. Updates will be posted on our website, and you will be notified via email or website announcement. Continued use of services constitutes acceptance of the revised terms. Changes will not apply retroactively to samples already in process unless explicitly agreed upon.



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Contact us:

Email: contact@geneticlegacies.com

Mail: Genetic Legacies
860 East 4500 South
Suite 308
Salt Lake City, UT 84107

Client Name: _____

Client Signature: _____ **Date:** _____