



Genetic
Legacies

Genetic Legacies Terms of Service Phase 1 Testing

Genetic Legacies Phase 1 Testing Terms of Service

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 DNA information suitable for historical or personal genetic genealogy research. 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 provides laboratory services to extract and analyze DNA from submitted samples. These services are designed to help clients obtain genetic information for historical or personal genealogy research purposes. Additional services, such as consultation on database use and interpreting results, may be offered.

Usage Restrictions

Authorized Purposes

You agree to use the results of Genetic Legacies' services solely for personal or historical genetic genealogy research purposes.

Prohibited Activities

- **Law Enforcement or Legal Action:** Genetic Legacies services are not intended for use in any investigation related to law enforcement, legal action, or forensic purposes. If it is discovered that submitted items are associated with law enforcement, processing will cease immediately, and alternative testing options will be discussed.
- **Unauthorized Use:** You may not use the results for purposes inconsistent with this Agreement, such as commercial activities or creating private databases for resale.

Samples Provided for Genetic Legacies Services

By submitting a sample to Genetic Legacies, you agree that the sample meets one of the following criteria:



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- Your DNA;
- DNA from a deceased individual for whom you have legal authority to submit the sample;
- DNA obtained from an artifact, provided that:
 1. You reasonably believe the DNA belongs to a previous owner or user of the artifact who is deceased;
 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. This information will remain confidential but may be used to verify compliance with these terms.

Penalties for Unauthorized Submissions

Submitting samples from living individuals without proper consent or legal authority is prohibited. Violations will result in:

1. **Suspension of Services:** Processing will cease immediately.
2. **Return or Destruction of Samples:** Samples will be returned or securely destroyed.
3. **Forfeiture of Fees:** Any fees paid will not be refunded.
4. **Reporting to Authorities:** Violations may be reported to relevant authorities if laws are broken.
5. **Future Service Restrictions:** You may be prohibited from using Genetic Legacies's services in the future.
6. **Liability for Damages:** You may be held liable for costs incurred by Genetic Legacies due to the violation.

Confidentiality and Data Security

Genetic Legacies takes reasonable measures to ensure the confidentiality and security of your information:

- Data is securely stored and handled per Genetic Legacies' retention and privacy policies.
 - Genetic Legacies does not share, sell, or transfer client data, including deidentified data, to third parties.
 - In cases of legal obligations (e.g., subpoenas), you will be notified unless prohibited by law.
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Accuracy of Results

The analysis and results are provided "as is" without guarantees of future usability. You acknowledge the limitations of artifact DNA testing and the possibility of changes in analysis tools that may impact results. Genetic Legacies is not responsible for the consequences of relying on these results.

Payment and Refunds

Payment must be received in full before sample processing begins unless other arrangements are made with Genetic Legacies. Refunds are not issued for samples that fail to meet processing requirements.

Termination of Services

Genetic Legacies reserves the right to terminate services at its discretion. In cases unrelated to a violation of this Agreement, refunds for unperformed services may be issued.

Modifications to Agreement

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

Contact us:

Email: contact@geneticlegacies.com

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

Customer's Representative Name: _____

Customer's Representative Signature: _____ **Date:** _____