



Intermountain Forensics

SOP #

ADM-124

Revision #

01

Forensic DNA Technical Leader Approval

Issue Date

09/11/2023

Intermountain Forensics Terms of Service – Testing Services for Data Compatible with Forensic Investigative Genealogy Databases

This Terms of Service Agreement ("Agreement") is entered into by and between Intermountain Forensics ("IMF," "we," "us," or "our"), and the client ("you," "your," or "customer") who engages Intermountain Forensics' testing laboratory services for the purpose of obtaining a DNA profile suitable for forensic investigative genetic genealogy, or similar efforts by another name (e.g., investigative genetic genealogy, forensic genetic genealogy). 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 any time, and all original samples will be returned to the original shipping address.

1. Scope of Services

Intermountain Forensics offers forensic investigative genetic genealogy 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.

2. Usage Restrictions

- a. **Authorized Databases:** You agree that you will upload any genetic files or reports produced by Intermountain Forensics for the purpose of forensic investigative genetic genealogy solely to genetic genealogy databases that explicitly permit the upload of such files as part of their terms of service.
- b. **Prohibited Databases:** You agree not to enter the results obtained from Intermountain Forensics' services in databases that do not allow the upload of your case's genetic information, even if the databases' terms of service do not explicitly state such restrictions.

3. Prohibited Activities

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

- a. **Circumvention of Restrictions:** You agree not to attempt to use any loopholes, bugs, or other means to circumvent any upload restrictions imposed by the terms of service of genetic genealogy databases. This prohibition includes utilizing a mechanism or process to access DNA information of persons who have not consented to the use of their DNA for the purpose at issue (for example, accessing for law enforcement purposes DNA information of persons who have "opted out" of such use or who have not "opted in" to such use).
- b. **Unauthorized Use:** You agree not to use the genetic files or reports provided by Intermountain Forensics for any purpose other than legitimate forensic investigative genetic genealogy purposes as specified in this Agreement.

4. 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 forensic investigative genetic genealogy laboratory services.



Intermountain Forensics

SOP #

ADM-124

Revision #

01

Forensic DNA Technical Leader Approval

Issue Date

09/11/2023

5. Confidentiality and Data Security

Intermountain Forensics shall take reasonable measures to protect the confidentiality and security of the genetic information and reports provided by customers; IMF maintains strict data and physical sample security policies. Although IMF has endeavored to ensure a secure and reliable method for storing test items and data, the confidentiality of any communication, material, or personal information provided electronically to IMF cannot be guaranteed. In the event of an electronic or physical security breach, an authorized representative from IMF will contact you immediately to discuss the extent of the issue and steps to remediate it. However, you acknowledge and agree that no method of transmission or storage is completely secure, and Intermountain Forensics shall not be held liable for any unauthorized access, use, or disclosure of your genetic information.

When you submit one or more items for DNA analysis, we collect information pertaining to the submitting agency/organization and the samples being submitted. This information will remain confidential per the Intermountain Forensics Confidentiality Policy and will be protected per the Intermountain Forensics data storage and retention policy.

In addition, in the course of sample processing, we generate DNA data which may contain medical information about the owner of the sample. This information will also remain confidential and be protected per the Intermountain Forensics policies indicated above. IMF recognizes that it does not possess any ownership interest in the samples entrusted to it, and that such samples may implicate privacy interests of third parties. Consequently, IMF shall not transfer, share, sell, or otherwise make available to third parties any data, including deidentified data, generated or derived from the samples. However, when compelled by legal obligation, such as a subpoena, warrant, or law, we may disclose your raw data, case information, and/or genealogy data. We will attempt to alert you to this disclosure, unless notification is prohibited under law.

You may print a copy of these Terms and Service and the IMF Confidentiality Policy by [clicking here](#). If you have a disability, you may access this policy in an alternative format by contacting Intermountain Forensics at info@intermountainforensics.com.

The Confidentiality Policy describes our practices in connection with information we are provided or generate through the use of our services in detail. By using our services, you consent to our collection and generation of the information described in the Terms of Services and approve the Confidentiality Policy.

6. Accuracy of Results

The analysis and resulting data are provided 'as is' and no representations are made regarding their future usability. Future changes in software and analysis tools may be made that could change the useability of results from those previously provided.



Intermountain Forensics

SOP #	ADM-124
Revision #	01

Forensic DNA Technical Leader Approval

Issue Date

09/11/2023

7. Limitation of Liability

To the maximum extent permitted by law, Intermountain Forensics 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.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state in which Intermountain Forensics is located. Any legal action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within that state.

9. Indemnification

You agree to indemnify, defend, and hold IMF and any of their affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, volunteers, contractors, consultants, agents, representatives, licensors, advertisers, suppliers, and service providers, harmless from any liability, loss, claim, and expense, including reasonable attorneys' fees, related to your violation of this Policy or use or misuse of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. Modifications to Agreement

Intermountain Forensics reserves the right to modify or update this Agreement at any time. Changes to this Agreement will be effective upon posting the updated Agreement on our website. Continued use of our services after such modifications constitutes your acceptance of the updated Agreement. By using Intermountain Forensics' testing laboratory services, you acknowledge that you have read, understood, and agreed to all the terms and conditions outlined in this Agreement. In the event the these Terms of Service or the Intermountain Forensics' Confidentiality policy are updated while your samples are in process, the changes will only be effective for your submitted samples if an updated version of the policy is provided to you by a representative of IMF.

Customer's Representative Name: _____

Customer's Representative Signature: _____ Date: _____

IMF Representative Name: _____

IMF Representative's Signature: _____ Date: _____