



Intermountain Forensics

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Forensic DNA Technical Leader Approval

Issue Date

As of June 2022, Keepsake is owned by Intermountain Forensics ("IMF").

By engaging Keepsake DNA analysis services by Intermountain Forensics, you consent to our Terms of Service and approve our Confidentiality Policy. As always, you may request processing on any submitted samples to cease any time, and all original samples will be returned to the original shipping address.

Intermountain Forensics respects your privacy and recognizes the importance of your personal information. We are committed to protecting your information through our compliance with these Terms of Service and the Intermountain Forensics Confidentiality Policy.

You may print a copy of these Terms and Service and 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.

This Confidentiality Policy describes our practices in connection with information we are provided or generate through the use of our services. 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.

Intermountain Forensics Collection and Use of Information

When you submit one or more items for DNA analysis, we collect your name, phone number, and email address as well as the name of the donor of each submitted sample for sample tracking purposes. 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.

When compelled by legal obligation, such as a subpoena, warrant, or law, we may disclose your raw data, personal information, and/or genealogy data. We will attempt to alert you to this disclosure, unless notification is prohibited under law.

Keepsake's purpose

Keepsake Analysis services are limited to personal genealogy research and is not intended for investigation related to law enforcement or legal action. If investigative testing and analysis services are required, contact info@intermountainforensics.com to discuss other testing options. If it is later determined that the items submitted for Keepsake's services are associated with law enforcement, processing will immediately cease and the submitting individual will be contacted to discuss testing options.

Anybody found to be utilizing data in other ways not consistent with this purpose will be subject to an immediate ban from further services. If the misuse violates any state or federal laws



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addressing the use of genetic information, the actions will be reported to the proper authorities. Examples include, but are not specifically limited to,

- Discovery of identity, even if there is an alias, unidentifiable email address, and other obscuring information;
- Paternity and maternity testing;
- Discovery of unknown or unidentified children, parents, or siblings;
- Discovery of other genetic and genealogical relatives, including both known and unknown or unexpected genetic and genealogical relatives;
- Discovery of ethnic background;
- Discovery of a genetic relationship between parents;
- Discovery of biological sex;
- Discovery of medical information or physical traits; and/or
- Familial searching by third parties such as law enforcement agencies to identify the perpetrator of a crime, or to identify remains.

Samples Provided for Keepsake Services

When you provide sample(s), you agree that the sample(s) is/are one of the following:

- Your DNA;
- DNA of a person known by you to be deceased; or
- DNA obtained from an artifact (if and only if: (1) you have a reasonable belief that the Raw Data is DNA from a previous owner or user of the artifact rather than from a living individual; and (2) that previous owner or user of the artifact is known to you to be deceased).

By submitting one or more samples to Intermountain Forensics for Keepsake services, you agree that it/they satisfy one of the above listed categories. If you have previously provided one or more samples which do not satisfy one of these categories, you hereby agree that you will immediately notify Intermountain Forensics at info@intermountainforensics.com.

If you are a law enforcement officer or if you are working on behalf of a law enforcement officer, you agree you will not engage Intermountain Forensics for Keepsake services; instead, please contact Intermountain Forensics at info@intermountainforensics.com to discuss other options for testing and analysis.

The item or items submitted for Keepsake Analysis remain the property of the person who submitted it. When you send an item to IMF, that item will be assigned a unique identifying number for tracking purposes. IMF will handle the item according to its test item handling policies which are designed to prevent the alteration, loss, contamination, or deleterious change of the item or its associated DNA.

In the event the processing of the sample may require or result in the alteration of the evidence, approval will be obtained in writing before any testing or analysis is performed.



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DNA Data Generated from Keepsake Analysis

DNA data generated as a result of Keepsake Analysis remains the property of the person who submitted the item or items. Data will be maintained as per the IMF Confidentiality policy.

Data Retention

We retain personal information and DNA data generated from Keepsake Analysis indefinitely in accordance with IMF data retention and security policies. If you desire for the personal information or DNA data to be deleted, you must contact IMF directly and provide the request in writing to info@intermountainforensics.com.

Accuracy of Results

The analysis and resulting data are provided 'as is' and no representations are made regarding their future accuracy or usability. Changes in software and analysis tools may be made from time to time that could change results from those previously provided. You understand that future genealogical and non-genealogical uses may be developed, including uses that IMF cannot predict or foresee. If you find any of these current or future uses unacceptable, do not provide samples to IMF for Keepsake Analysis.

Any reliance you place on information found utilizing the data provided by IMF is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you and any other genealogy researcher, and by anyone who may be informed of any of its contents. IMF is not responsible for the consequences of using the data provided as a result of Keepsake Analysis for genealogy research.

Privacy

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.

You have the right to verify the personal information that IMF has collected about you. You may do the following at any time by contacting us at info@intermountainforensics.com.

Security

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 for you, 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.

Research

We may use your data in our own research, to develop or improve applications. However, IMF



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will not share or disclose your deidentified genetic or phenotypic information with third parties for research purposes.

Payment Information

All payment for Keepsake Analysis services must be received prior to initiation of sample processing, unless otherwise agreed upon with an authorized representative of IMF. All payment must be received electronically using an IMF approved platform unless another method of payment is agreed upon with an authorized representative of IMF.

Termination of Service

Anybody wishing to terminate Keepsake Analysis may do so by contacted IMF at the contact information provided in this document.

IMF reserves the right to terminate Keepsake Analysis, for any reason, at any time, either with or without notice, at the sole discretion of IMF. If the termination is due to any reason other than a violation of these terms of services by the item submitter, IMF will coordinate a return of payment for the terminated testing and analysis.

Future

IMF reserves the right to provide access to your data (including Raw Data, Genealogy Data, profile information, and other personal information) to any individuals or entities, that may merge with IMF in the future, which may include people or entities not currently involved in IMF operations. This Policy will continue to apply to the Keepsake Analysis Services until you receive notification of changes to the Policy. If this possibility is not acceptable to you, you agree that you will not submit items for Keepsake Analysis.

Limitation of Liability

IMF shall have no liability to you under this Policy, it being acknowledged and agreed that the Keepsake Analysis services are provided solely for your convenience. If the foregoing limitation of liability is found to be unenforceable, IMF's liability to you for any cause of action arising from the use of Keepsake Analysis services or under this Policy will be limited to any amount paid by you to IMF during the twelve (12) months preceding such cause of action. Notwithstanding anything to the contrary contained herein, this Policy shall not limit or exclude either party's liability for gross negligence or intentional misconduct of a party or its agents or employees, or for death or personal injury. The parties agree that the limitations on and exclusions of liability in this Policy were freely negotiated and are an integral part of the bargain, in that the Keepsake Analysis services would not have been available for the same price and under the same terms and conditions had such limitations on and exclusions of liability not been included in this Policy. Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you. Further, some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

Indemnification

You agree to indemnify, defend, and hold IMF and any of their affiliates, any of their successors



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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.

Updates to This Policy

We may update the Keepsake Terms of Service and Confidentiality Policy at any time. We will inform you of updates by posting an announcement on the Keepsake website. You agree to review the updated terms and policy, and by continuing to use Keepsake analysis services after we have posted a notice about the update, you accept the changes to the Keepsake Terms of Service and Confidentiality Policy. In the event the Keepsake Terms of Service and 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.

Contact us:

Email: info@intermountainforensics.com

Phone: (801) 904-2230

Mail: 4885 South 900 East

Suite 300

Salt Lake City, UT 84117