

GEDmatch policy as of 11/11/2019
GEDmatch.Com Terms of Service and Privacy Policy

Revised May 18, 2019

GEDmatch respects your privacy and recognizes the importance of your personal information. We are committed to protecting your information through our compliance with this Privacy Policy.

This Privacy Policy describes our practices in connection with information we may collect through your use of our website (our 'Site'). By using our Site, you consent to our collection and use of the information described in this Privacy Policy.

GEDmatch Collection and Use of Information

When you register on GEDmatch, we collect your name, an optional alias, and email address to process your registration. Once you are registered, you can provide other personal information such as your sex, Y-DNA or mtDNA haplogroup, genetic sequence/information, Genealogy data, and/or Tier1 payment information. GEDmatch will only collect your personal information if you provide it to us voluntarily. If you are located outside the United States, you consent to the storage, processing, and transfer of your personal information outside your country.

In addition, we automatically collect certain information regarding visitors to our Site, including IP address, information about your equipment, browsing actions, and usage patterns. The information we collect automatically is statistical data and does not include personal information. We use this information solely for internal purposes, such as to improve our Site.

Our Site may use third party tools to help us understand, in aggregate, the age, gender and interests of Site visitors. These tools do not reveal to GEDmatch your name or other identifying information. GEDmatch does not combine the information collected through use of these tools with personally identifiable information. The information received from these tools is used only to improve our Site and the type of information displayed to Site visitors so we can better serve those interested in GEDmatch.

GEDmatch offers you opportunities to engage in forums that are designed to be visible to other users, including comments and postings. You should be aware that any personally identifiable information you choose to submit via these forums can be read, collected, and used by other participants and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit when you engage in such activities.

We may disclose your Raw Data, personal information, and/or Genealogy Data if it is necessary to comply with a legal obligation such as a subpoena or warrant. We will attempt to alert you to

this disclosure of your Raw Data, personal information, and/or Genealogy Data, unless notification is prohibited under law.

GEDmatch's products and services are not intended for children under the age of 13.

GEDmatch does not knowingly collect any information from children. If we learn that we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information.

GEDmatch purpose

GEDmatch exists to provide DNA and genealogy tools for comparison and research purposes. It is supported entirely by users, volunteers, and researchers. DNA and Genealogical research, by its very nature, requires the sharing of information. Because of that, users participating in this Site agree that their information will be shared with other users.

Raw DNA Data Provided to GEDmatch

When you upload Raw Data to GEDmatch, you agree that the Raw Data is one of the following:

- Your DNA;
- DNA of a person for whom you are a legal guardian;
- DNA of a person who has granted you specific authorization to upload their DNA to GEDmatch;
- DNA of a person known by you to be deceased;
- DNA obtained and authorized by law enforcement to identify a perpetrator of a violent crime against another individual, where 'violent crime' is defined as murder, nonnegligent manslaughter, aggravated rape, robbery, or aggravated assault ;
- DNA obtained and authorized by law enforcement to identify remains of a deceased individual;
- **An artificial DNA kit (if and only if: (1) it is intended for research purposes; and (2) it is not used to identify anyone in the GEDmatch database); 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 registering for GEDmatch and using the Site, you agree that you will not upload Raw Data that does not satisfy one of these categories. If you have previously uploaded Raw Data that does not satisfy one of these categories, you hereby agree that you will remove it immediately.

GEDmatch will not be responsible for any Raw Data provided to GEDmatch in violation of this Policy. Violators of this Policy will have their Raw Data or other personal information deleted without warning, their access will be blocked, and/or other remedial steps may be taken, including any legal action allowed under law.

Privacy

Although you may provide a real name for registration and data upload, you have the option of providing an alias for either login or data. If an alias has been provided, it will be displayed in place of the real name along with results. If your DNA is linked to your Genealogy Data, and only one or the other uses an alias, it may be possible for users to see the real name in the linked data.

In today's world, there are real dangers of identity theft, credit fraud, etc. We try to strike a balance between these conflicting realities and the need to share information with other users. In the end, if you require absolute privacy and security, you agree that you will not provide your personal information, Raw Data, or Genealogy Data to GEDmatch. If you do not agree and you have already provided your personal information, Raw Data, or Genealogy Data, you agree to delete it immediately.

Security

Although GEDmatch has endeavored to create a secure and reliable Site for you, the confidentiality of any communication, material, or personal information provided to GEDmatch via the Site or email cannot be guaranteed.

The original Raw DNA and GEDCOM data you provide to GEDmatch is not kept in its original form. It is converted to a form that makes it more efficient for the software to perform searches and comparisons. The Genealogical Data is loaded into a relational database that might still be recognizable as text. The Raw DNA is converted to a compressed binary format in a process we call 'tokenization.' Although the Raw DNA is not encrypted in the usual sense of the word, it would be very difficult for a human to read it. Original uploaded files are deleted from the Site servers soon after they are processed and archived.

We encrypt your login password before putting it in our database. We cannot tell what your password is. However, there have been cases in the news of encrypted data being hacked and decoded. Be aware that may be a possibility on this or any other Site. We take measures to ensure that only registered users have access to your results, but those measures have not been and never will be perfect. Direct access to your data is available to GEDmatch personnel, including volunteers, on a need to know basis.

Information such as Raw Data, Genealogy Data, and profile information may be stored as an archive copy as part of a backup or recovery plan. When a registered GEDmatch user deletes or requests deletion of Raw Data, Genealogy Data, and/or profile information, copies of that information stored in an archive copy will be deleted upon storage of an updated archive copy, no later than 30 days after the user request.

Research

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

Email addresses

Everybody who registers with the Site must provide a valid email address for the principal contact. It provides log-in verification and allows GEDmatch to contact them if necessary. It also provides a mechanism to verify your identity if you want to contact GEDmatch. You agree to keep your log-in information secure, and to keep your email address up to date.

Your email address and name (or alias, if provided) will be displayed along with any matches to your Raw Data or Genealogy Data. Some users obtain an email address separate from their primary email for this purpose.

You understand that any registered GEDmatch user using the tools available on the Site may gain access to the email address you provide.

Tier1 Payment Information You may voluntarily obtain access to Tier1 tools on the Site for the recited amount (subject to change). You may provide a one-time payment of any monthly amount, or you may use a 'Monthly Auto Renewal' to establish a recurring amount. Instructions for cancelling a recurring payment are available in the GEDmatch Wiki. Payments can be made via PayPal, and GEDmatch is not responsible for any information provided to GEDmatch by PayPal. Payments may also be provided by personal check to GEDmatch, c/o Curtis Rogers at 710 First Avenue South, Lake Worth, FL 33460. You understand that your personal account information will be made available to GEDmatch when paying by personal check.

GEDCOMs

GEDCOMs (family trees) or other genealogy ('Genealogy Data') provided to GEDmatch remain the property of the person who uploaded it. When you upload your Genealogy Data, you will be provided a unique ID number for that GEDCOM. If you want your Genealogy Data removed from the Site, you may do so yourself by clicking on the 'Manage your resources' link on your home page. If you need assistance deleting a Genealogy Data, contact the Site administrator at GEDmatch@Gmail.Com.

Genealogy research requires the exchange of information. For that reason, all Genealogy Data provided to GEDmatch can be viewed, searched, and compared by any GEDmatch user.

Unless you have permission from living individuals in your Genealogy Data, you agree to privatize living individuals in your Genealogy Data prior to providing it to GEDmatch. This usually involves changing the names of living individuals to 'LIVING' or something similar.

We take steps to prevent your Genealogy Data from being available to the casual web surfer or to the search engines (e.g. Google). However, we cannot guarantee that your information will never be accessed by individuals other than GEDmatch users. If you require absolute security, you agree that you will not upload your Genealogy Data to GEDmatch. If you have already uploaded it, you agree to delete it immediately.

You will be given the opportunity to link your Genealogy Data with your DNA data. This is a powerful tool and we encourage people to use it. It also provides a means of access to your Genealogy Data to people who may have no Genealogy Data of their own at GEDmatch. It will also enable identification of individuals within the provided Genealogy Data, even if the individuals are not identified in the Genealogy Data.

DNA Data

Raw DNA data uploaded to GEDmatch.Com ('Raw Data') remains the property of the person who uploaded it. When you upload a file, a kit number will be assigned at the end of the upload process. This number is unique to the individual DNA upload, and will be used on the pages of this Site to identify your data, including being provided to anyone that shares DNA with the Raw Data. If you wish to contact the Site administrator regarding your data, you must provide the kit number associated with your data. A link or other means is provided within your GEDmatch account to remove your Raw Data from the Site. Alternatively, you can request deletion of your personal information at any time by contacting us at GEDmatch@Gmail.Com. It is possible that an old kit number may be reassigned to another user's uploaded data in the future if you delete your Raw Data.

No means are provided on the Site to make Raw DNA or other DNA data available for download.

There are 4 classes of DNA data on this Site: 'Private', 'Research', 'Public + opt-in' and 'Public + opt-out'. You may be asked to select which category you want to be in when you upload your DNA data. If you ever want to change the category, use the pencil icon link next to the kit number on your home page.

'Private' DNA data is not available for comparisons with other people. It may be usable in some utilities that do not depend on comparisons with other DNA.

'Public + opt-in' DNA data is available for comparison to any Raw Data in the GEDmatch database using the various tools provided for that purpose.

'Public + opt-out' DNA data is available for comparison to any Raw Data in the GEDmatch database, except DNA kits identified as being uploaded for Law Enforcement purposes. Comparison results, including your kit number, name (or alias), and email will be displayed for 'Public' kits that share DNA with the kit being used to make the comparison, except that kits identified as being uploaded for Law Enforcement purposes will only be matched with kits that have 'opted-in'.

'Research' DNA data is available for one-to-one comparison to other Public or Research DNA. It is not shown in other people's 'one-to-many' results lists. The Raw Data that you uploaded is not made available.

By default, your Raw Data is not available to any user of the Site - not even you. However, you understand that anyone with the kit number for Raw Data can perform many or all of the same GEDmatch functions with that Raw Data that the provider of that Raw Data can perform.

There may be options where you may join a 'sharing pool' which has the potential for disclosing additional information about you or your data. If you choose to join a sharing pool, you should

carefully read the conditions and disclaimers associated with that sharing pool. By joining the sharing pool, you are agreeing to abide by those conditions and disclaimers.

Use of Results

The nature of genealogy research requires the exchange of information. That use must also be tempered by respect for the rights and privacy of other individuals. Anybody found to be using this Site in ways not consistent with this principle of human decency will be subject to an immediate ban with all their data removed. Examples include, but are not specifically limited to, spam mailing lists or publishing other people's results or personal information without their permission. This principle also applies to the related or non-related persons included in Genealogy Data or other data uploaded to this Site. Determination of any violation of this principle will be at the sole discretion of GEDmatch administrators.

- While the results presented on this Site are intended solely for genealogical research, we are unable to guarantee that users will not find other uses, including both current and new genealogical and non-genealogical uses. For example, some of these possible uses of Raw Data, personal information, and/or Genealogy Data by any registered user of GEDmatch include but are not limited to: Discovery of identity, even if there is an alias, unidentifiable email address, and other obscuring information;
 - Finding genetic matches (individuals that share DNA);
 - 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;
 - Obtaining an email address; and/or
 - Familial searching by third parties such as law enforcement agencies to identify the perpetrator of a crime, or to identify remains.
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- You understand that future genealogical and non-genealogical uses may be developed, including uses that GEDmatch cannot predict or foresee. If you find any of these current or future uses unacceptable, do not provide Raw Data to GEDmatch, and remove any of your Raw Data already provided to this Site. It is our policy to never provide your Genealogy Data, Raw DNA, personal information, or email address to third parties, except as noted herein. You have the right to access the personal information that GEDmatch has collected about you. You may do the following at any time by contacting us at GEDmatch@Gmail.Com: Opt out of any future contacts from us;
 - See what information we have about you, if any;
 - Change, correct, or have us delete any information we have about you (including personal information, Raw Data, and Genealogy Data); and
 - Express any concern you have about our use of your information.

Accuracy of Results

The analysis and comparison results presented on this Site are provided 'as is' and no representations are made regarding their accuracy or usability. Changes in software and analysis tools may be made from time to time that could change results from those previously provided. We do not make any promises about: (a) the functionality of the Site or the Site tools; or (b) the quality, accuracy, reliability, or availability of the Site, including about any personal information, Raw Data, or Genealogical Data provided to the Site. Any reliance you place on information found at the Site 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 visitor to the Site, and by anyone who may be informed of any of its contents. The operators of this Site are not responsible for the consequences of using the information provided on this Site.

Termination of Service

Anybody wishing to have their provided Raw Data or Genealogy Data removed from the GEDmatch database may do so using the removal/deletion link or other means provided within your GEDmatch account. Alternatively, you can request deletion of your personal information at any time by contacting us at GEDmatch@Gmail.Com.

GEDmatch administrators reserve the right to remove any Raw Data, Genealogy Data, or personal information from the database, for any reason, at any time, either with or without notice. Any or all services at GEDmatch.Com may be terminated at any time, without notice, for any reason, at the sole discretion of the GEDmatch administrators.

Cookies

Cookies may be used by this Site to enable certain privacy and log-in capabilities. A cookie is a small file placed on your computer. You have the ability to delete cookie files from your computer at any time or avoid cookies by configuring your browser to reject them or to notify you when a cookie is being placed on your computer.

This Site may contain links to advertising placed by third party sites. Advertising by third party sites may be placing and reading cookies on your browser, or using web beacons to collect information, in the course of ads being served on this Site. We have no control over how third party sites may utilize cookies. If you feel that a third party site is engaging in unethical or illegal use of this capability, please notify us so that we may take appropriate action to remove that link.

Loss of data

GEDmatch operators will not be held responsible for the loss of Raw Data, whether as a result of mechanical failure, software malfunction, human error, or any other means.

Future

We cannot predict what the future holds for DNA or genealogy research. We cannot predict what the future will be for GEDmatch. It is possible that, in the future, GEDmatch will merge with, or operations will be transferred to other individuals or entities. If that happens, the operating personnel at GEDmatch will change. GEDmatch reserves the right to provide access to your data (including Raw Data, Genealogy Data, profile information, and other personal information) to those other individuals or entities, which may include people not currently involved in GEDmatch operations. This Policy will continue to apply to the Site until you receive notification of changes to the Policy. If this possibility is not acceptable to you, you agree that you will not provide your personal information, Raw Data, or Genealogy Data to GEDmatch. If you have already provided personal information, Raw Data, or Genealogy Data, you agree to remove it from GEDmatch immediately.

Limitation of Liability

GEDmatch shall have no liability to you under this Policy, it being acknowledged and agreed that the Site is provided solely for your convenience. If the foregoing limitation of liability is found to be unenforceable, GEDmatch's liability to you for any cause of action arising from the Site or under this Policy will be limited to any amount paid by you to GEDmatch for the Site 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 Site 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 GEDmatch and any of their affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, volunteers, contractors, 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 GEDmatch.Com Terms of Service and Privacy Policy at any time. We will inform you of updates by emailing you at the email address you have provided to GEDmatch, and/or by posting an announcement on the Site. You agree to review the updated terms and policy, and by continuing to use the Site after we have emailed you or posted a notice on the Site about the update, you accept the changes to the GEDmatch.Com Terms of Service and Privacy Policy.

Contact GEDmatch

GEDmatch Inc. is incorporated in the State of Florida, USA

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US Mail:

c/o Curtis Rogers

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