

# PRIVACY STATEMENT AGREEMENT



This Trackers Privacy Statement Agreement was made and entered into on \_\_\_\_\_ [Date] \_\_\_\_\_ between Trackers (Company) and \_\_\_\_\_ [Client] \_\_\_\_\_ heretofore referred to as the client.

**Purpose:** The client requests Trackers' services for the purpose of genealogical research.

**Client Personal Information:** Trackers collects name, date of birth, gender, address, e-mail, phone numbers, passwords (if applicable), and payment information.

**Genetic Information:** The client authorizes the use of genetic research by providing the client's genetic information or by enabling access to accounts that provide the client's genetic information.

**Public Record/Information:** Information publicly known is not considered confidential information. This includes public information available prior to this agreement or information that becomes generally available, through no action or inaction by Trackers, following the signing of this agreement. Publicly available personal information related to the client may include, but is not limited to, newspapers, census records, public records (i.e.: marriage, death, etc.), and social media accounts.

**Payment and Billing Information:** Trackers acquires client payment information (i.e.: credit card numbers, and billing & shipping addresses) to collect payment for services rendered.

**Consent to Receive Communications:** The client authorizes Trackers to communicate with the client via text, e-mail, phone, physical mailing, and any other means designated by the client.

**Third Party Services:** Trackers may share client information and client provided data to third party service providers to perform the functions for which they are engaged. For example: onsite repositories searches, website hosts, payment processing, and communications.

**Security:** Trackers makes reasonable efforts to prevent unauthorized disclosure, acquisition, and use of client's personal information. However, please note that no data transmission over the Internet or data storage system can be guaranteed to be 100% secure.

**Client Information Usage:** Trackers may use client personal information for the following:

*Website Security:* Detect fraud, archival backup, etc.

*Business Purposes:* Data analysis, audits, marketing, develop new products, enhance website, determine trends, improve products and services, and determine effectiveness of promotional campaigns, etc.

**Violation of Rights and Safety:** Trackers may disclose client personal information to protect the rights, property or safety of the public.

Client Initials: \_\_\_\_\_



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**Legal:** Trackers may disclose client personal information under the following conditions: (1) required by law, (2) necessary to comply with a legal process or government requests such as a subpoena, regulation, binding order of a government/regulatory authority, or other legal or regulatory process, (3) enforce the Terms of Service Agreement, and (4) as required to pursue available remedies or limit damages Trackers may sustain.

**Changes of Control:** Trackers reserves the right to transfer or assign the information that we have collected from clients in connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

**Privacy Statement Changes and Modifications:** Trackers reserves the right to occasionally change or modify these Terms. The client should periodically review these Terms. When Trackers' changes these Terms in a material manner, the client will be notified. The client's continued use of Trackers' website or services after any such change constitutes acceptance of the new Terms. If the client does not agree to any of these Terms or any future version of the Terms, the client should discontinue use or access (or continued access) of the website and services.

Acknowledgment and agreement to the Terms of Service conditions listed in this document is indicated by the affixed digital signatures.

**Client:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Trackers Representative:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_