

GRAITH Foundation Terms and Conditions

Revision as of December 1, 2019

Welcome to GRAITH Foundation. Each day, users utilize enlist the services of our researchers and tools to discover, research, and share their discoveries with others.

Below are our detailed terms of service that you must read and accept before using GRAITHFoundation.org (hereafter, the “Website”) or enlist the research services of GRAITH Foundation (hereafter, the “Foundation”) to conduct a genealogical search and access the genealogical resources hosted by the Website.

These Terms apply to all users visiting the Website on or after December 1, 2019.

1. General Terms Of Use

By using this website and genealogical and research services on GRAITH Foundation, you agree to be bound by the following Terms and Conditions, which are publicly available on this page. Please read these Terms and Conditions carefully before using the website.

These Terms and Conditions apply to all users of the website. If you do not agree with the terms, please do not use the website, and do not enlist GRAITH Foundation for research services. Please review the included terms on this page before purchasing the service as the terms may change over time.

All clients must be at least 18 years of age to request research services.

2. Services

GRAITH Foundation offers range of professional genealogy services, from tracing ancestry and formulating family trees to genetic genealogy and

discovering parentage. At the culmination of the service, a detailed report containing all findings, documents, and analysis will be provided.

3. Guarantee

All payments made for the genealogical services shall be based on the fee schedule provided to each client. Despite the professionalism and the high quality of the service provided, no guarantees can be made as to specific outcomes of genealogical research. The results of the project can be unpredictable due to factors beyond control, such as the availability of records, the time periods of the search and the accuracy of the information provided.

GRAITH Foundation unable to give any guarantees for the work conducted with third-party services, such as archives or DNA predictors. GRAITH Foundation makes every effort to ensure the accuracy of any and all information.

4. Client Obligations

Clients agree to be solely responsible for all actions taken while using the Website and services. At no time shall the Website be used for purposes contrary to these Terms and Conditions.

5. Restrictions On Use Of Website Content

The information and services provided on the Website are for the exclusive, personal use of the client. Downloaded materials contained on the website for non-commercial purposes may only viewed. Document may not be copied or distributed unless prior written consent is given. Commercial use of any information on the Website or the associated services is strictly prohibited.

6. Accuracy Of Information

The information on the Website is provided to introduce genealogy services. GRAITH Foundation is not responsible for inaccurate or out-of-date information.

7. Violation of Terms and Conditions and termination

If one of the parties does not fulfil their obligations, then the other party has the right to terminate the agreement at any time. All pre-paid fees are non-refundable.

8. Refusal To Provide Services

Before payment is made, GRAITH Foundation reserves the right to refuse to provide genealogy services for any reason and at any time.

9. Cancellation Policy

The parties have the right to terminate the agreement for any reason and at any time by mutual consent. All pre-paid fees are non-refundable.

10. Fees and payments

Payments made for the genealogical services is for the time it takes to conduct the research, analyze results, create a family tree and draft reports. Additional expenses can include shipping, travel. postage, DNA testing, pay-per-view websites, graphology services and in-person research. Additional costs may be discussed in advance.

Before commencing the project, a 60% non-refundable deposit is required. This amount will depend on the services requested and it will be itemized in the service agreement.

Balances are due upon completion of the first stage of the research (the research is divided into two stages). The final research report will not be submitted until payment has been made in full.

To learn more about the genealogy service fees, please contact GRAITH Foundation.

11. Communication

During the project, GRAITH Foundation will have one-on-one communication via email, Zoom, Skype, Google Meets, Microsoft Teams or other messenger services and platforms. Initial consultation will occur telephonically after the Intake Form has been electronically submitted.

12. Modifications To This Agreement And The Service

GRAITH Foundation reserves the right to change or modify these Terms and Conditions or its services at any time and at its sole discretion. Changes to the service agreement can only be made with mutual consent. Continued use of the website and genealogy services, after terms may have changed, serves as acceptance of new terms.

GRAITH Foundation reserves the right to change fees for genealogy services. Price changes are announced in advance and do not apply to those clients who have concluded an agreement and made an deposit payment. These terms do not apply to third parties providing services such as DNA testing, family trees for 200 people or more, graphology services or other third-party services.

13. Research And Completion Time

Before starting the research, client must provide all the known information necessary to conduct the research, as well as any previous research results. After the initial consultation, GRAITH Foundation will evaluate the project and propose a research strategy and time frame.

GRAITH Foundation makes no guarantees related to completion of research project, nor does it make guarantees about length of research and reporting time.

GRAITH Foundation is not responsible for any delays in the provision of services, delivery or accuracy of the information provided.

14. Optional Tools And Services

In some cases, GRAITH Foundation may recommend the use of a third-party tools or services.

Client is solely responsible for using additional third-party tools and services. You should read the Terms and Conditions of the third-party sites and services before making any purchases.

15. Force Majeure

The parties are not liable to each other for non-fulfilment of obligations due to any force majeure circumstances that arise against the will of the parties and which could not have been foreseen or avoided.

In the case of force majeure circumstances, the agreement may be terminated by the parties by mutual consent.

16. Governing Law

These Terms and Conditions and service agreements are governed by and construed in accordance with the laws of the state of California and the United States.

17. Contact Us

If you would like any further information or you have any questions, please feel free to send an email to contact gfinfo@graithfoundation.org

18. Modifications To This Agreement

GRAITH Foundation has the right, at its sole discretion, to modify this Agreement, as well as the Website and the Content at any time. Changes will be posted on the pertinent Website(s) and/or sent via email, and by changing the date of last revision on this Agreement. If any portion of this Agreement or any change to the Website or the Content is unacceptable to you or will cause you to no longer follow the Agreement, you must stop using the Website. Continued use of the Website now or following posted notices of changes to this Agreement means that you have accepted and agree to be bound by the changes.

19. Liability Disclaimer

GRAITH Foundation makes no express warranties or representations as to the quality and/or accuracy of the Content or the Website, and we expressly disclaim and exclude any implied warranties, conditions and/or representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the full extent permissible under applicable law. We offer the Content and the Website on an "as is" basis and do not accept responsibility for any use of or reliance on the Website or Content, or for any disruptions to, or errors on, the Website. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Website or Content. GRAITH Foundation does not guarantee the adequacy of the Website or compatibility thereof to your computer equipment, mobile devices, or environment and does not warrant that the Website, our servers, or any emails which may be sent from GRAITH Foundation are free of viruses or any other harmful components.

To the fullest extent permissible under applicable law, we limit our liability. In particular, we shall not be liable for any damages that we cause unintentionally, and we shall not be liable to you for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any

liability which may not be excluded or limited by law. For example, we shall not be liable to you for the following types of damages, whether in contract, tort (including negligence and strict liability) or otherwise (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; or (v) loss or corruption of, or damage to, data, systems or programs. Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. If you are dissatisfied with any portion of the Website, or with any clause of these terms, as your sole and exclusive remedy you may discontinue using the Website. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable to others as well as to us if your account is used in violation of the terms and conditions of this Agreement.

You agree to defend, indemnify and hold harmless GRAITH Foundation, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Provided Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Website.

GRAITH Foundation may, from time to time, provide opportunities to Users of the Website to access services from third parties. The services and websites of those third parties are subject to terms and conditions different from those applicable to the Website and it is your responsibility to ensure that you have read and understood them. GRAITH Foundation makes no warranty concerning, is not responsible for and does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third-party provider and not from GRAITH Foundation.

20. Governing Law; Disputes

By using the Website, you agree that the Federal Arbitration Act, applicable federal law, and the law of the State of California, without regard to its principles on conflicts of laws, will govern these Terms, your use of the Website, and any dispute of any sort that might arise between you and GRAITH Foundation.

If a dispute arises between you and GRAITH Foundation, our goal is to provide you a neutral and cost-effective means of resolving the dispute quickly. To that end, you agree to first contact GRAITH Foundation Customer Support by phone or email via the contact information below to describe the problem and seek a resolution. If that does not resolve the issue, then you and GRAITH Foundation agree that any dispute or claim relating to your use of the Website will be resolved through binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. In addition, you and GRAITH Foundation both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If for any reason a claim proceeds in court rather than in arbitration, you and GRAITH Foundation each waive any right to a jury trial.

You and GRAITH Foundation agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or representative action. Further, unless both you and GRAITH Foundation agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. This entire arbitration provision shall survive termination of this Agreement and the termination of your GRAITH Foundation membership(s).

To begin an arbitration proceeding, you must send a certified letter requesting arbitration and describing your claim to GRAITH Foundation Legal Department, GRAITH Foundation 8221 Fieldstram Court, Eastvale, CA 92880.

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement (collectively, "AAA Rules"). The AAA Rules and costs are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

21. Miscellaneous

Promotions. Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available by GRAITH Foundation may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our [Privacy Statement](#). If the rules for a Promotion conflict with this Agreement, the Promotion rules will apply.

Assignment. We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of GRAITH Foundation, assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.

Severability. In the event that any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of these terms shall remain valid and enforceable. We can replace any term which is not valid and enforceable with a term of similar meaning which is valid and enforceable.

Waiver. Any failure by us to enforce any term of the terms of this Agreement shall not affect our right to require performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these terms be taken to be a waiver of the provision or provisions itself.

Complete Agreement. This Agreement, including any terms, conditions and policies expressly referenced herein, together with the [Privacy Statement](#) and any legal notices published on the Website, shall constitute the complete understanding and agreement between you and us, and shall supersede and

cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by GRAITH Foundation.

22. Contact Us

If you have any questions or comments, Official correspondence must be sent via postal mail to:

Please contact us via the following information:

Phone: (562) 338-1107

Email: ginfo@graithfoundation.org

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