

## **Client Terms and Conditions of Service**

### **1. General Information**

1.1. In these terms and conditions, references to “Data Recovery and Conversion Specialists” relates to Data Recovery Services Ltd. The term “Client” or “Customer” relates to any person, firm, company or any other party that sends media to Data Recovery Services Ltd for diagnostics or data recovery, conversion or forensic interrogation.

1.2 The word “Full” or phrase “Full Recovery”, when used in relation to the process of data recovery or the amount of data recovered relates solely to the amount of data that has been able to be recovered from the media and not to the amount of data originally contained on the media.

1.3. As part of its diagnostic process, Data Recovery Services Ltd agrees to use its best commercial knowledge and expertise to determine the probability of and, where possible, the volume of recoverable data from the client’s media or probability of data conversion.

1.4. As part of its recovery process, Data Recovery Services Ltd will endeavour to retrieve or replicate the maximum amount of data from the client’s media.

1.5. Data Recovery Services Ltd’s days of business are defined as Monday to Friday, excluding any public holiday. Business hours are defined as 9.00AM to 5.30PM. Data Recovery services may be provided outside of these hours. Any diagnostic and/or recovery services provided outside of these hours shall be carried out at an agreed rate on a case-by-case basis.

1.6. Data Recovery Services Ltd will use all reasonable endeavours to achieve reasonable response times. However, unless otherwise agreed, failure to achieve any response times is not a contractual obligation.

### **2. Estimates, Quotations and Payments**

2.1. All Fixed Price Quotations offered by Data Recovery Services Ltd are valid for a period of seven days, unless otherwise agreed. After this period the quotation may alter without notification.

2.2. All prices quoted by representatives of Data Recovery Services Ltd are exclusive of VAT (currently 20% of the total amount payable).

2.3. Acceptance of a quotation may be given in writing, verbally in person or via telephone, facsimile or electronic mail. Data Recovery Services Ltd reserves the right not to commence any recovery or conversion work until approval is given.

2.4. In the event that the client decides not to proceed with the recovery of data, after approval has been given, Data Recovery Services Ltd reserves the right to charge the client for any work and / or parts used to date. This charge is at the discretion of Data Recovery Services Ltd and may be equal to, but not exceed, the total approved amount for the recovery process.

2.5. The client understands that payment is due in full upon completion of the data recovery process and prior to the release of data and/or original media (whether shipped, picked up or downloaded), unless otherwise agreed. Payment can be made via company or personal cheque, cash or bank transfers. On occasions Data Recovery Services Ltd may reserve the right to demand that any payment be cleared in full before the data is released to the client.

### **3. Confidentiality**

3.1. As part of its confidentiality policy, Data Recovery Services Ltd agrees not to disclose any/all information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of Data Recovery Services Ltd subject to confidentiality agreements or as required by law, without the consent of the client.

3.2. Data Recovery Services Ltd agrees to only use authorised data recovery engineers, and that all media supplied to Data Recovery Services Ltd will be stored in a secure manner at one of its premises. The client understands that the location of storage may not be the same as the location to which the media was originally shipped.

3.3. All data recovered from a client's media is stored on secure servers in accordance with the Data Protection Act 1998.

#### **4. Diagnostics and Recovery Processes**

4.1. All diagnostic reports are provided to the client via telephone or electronic mail, unless otherwise agreed by a representative of Data Recovery Services Ltd.

4.2. Due to the nature of data recovery and conversion, our technicians may be required to carry out physical work on the media/data/equipment made available to Data Recovery Services Ltd. Therefore, the client acknowledges that

(a) the media/data/equipment may already be damaged or corrupted,

(b) data recovery efforts may result in further damage to the media/data/equipment

(c) the media/data/equipment warranties may become void, and

(d) Data Recovery Services Ltd is not responsible for this or any other type of damage.

4.3. The client is aware that on occasions, Data Recovery Services Ltd may be required to use additional media to continue with the diagnostic phase and/or carry out its recovery efforts. Examples of this include, but are not limited to, spare parts for disk drives and specific adaptors or connectors. Data Recovery Services Ltd reserves the right to charge the client for such additional media at a prior agreed cost.

4.4. On rare occasions, Data Recovery Services Ltd may require the client to cover some of the cost of attempting the recovery or conversion. This request will only apply when the recovery or conversion is complex or when severe damage has occurred and only as a no-obligation, fixed price quotation, and is not offered as part of Data Recovery Services Ltd's "no recovery, no fee" service. Please note that this charge as with all charges made by Data Recovery Services Ltd are not obligatory and the client may refuse this, and any other charge, and request the return of their media.

4.5. Data Recovery Services Ltd agrees that any payment for a recovery will only be processed in the event that data is successfully recovered from the client's media. The client understands that due to the complex nature of data recovery, it is not always possible to recover or convert all the information from the client's media. Data Recovery Services Ltd makes no provisions for the completeness, relevance or importance of the data recovered for the client unless otherwise agreed in writing by Data Recovery Services Ltd and the client.

4.6. Data Recovery Services Ltd reserves the right to send or redirect any equipment or media received at any of our premises to the most suitable location for data recovery. This includes making use of affiliate or parent company laboratory facilities. In these instances Data Recovery Services Ltd will use a courier for the transport of the media or equipment. The client agrees that

- a) Data Recovery Services Ltd will assume the costs of this transportation and
- b) Data Recovery Services Ltd are not responsible for any damage or loss to any items transported as part of the overall aim to recover the client's lost data.

## **5. Performance, Delivery & Carriage**

5.1. Data Recovery Services Ltd agrees to return all recovered data on suitable media. Examples of this include, but are not limited to, CD-ROM, DVD-r or a replacement hard drive. As part of its standard data recovery service Data Recovery Services Ltd currently returns a maximum of 3GB of data on CD-ROM and 30GB of data on DVD-r. Data Recovery Services Ltd reserves the right to refuse to return, or charge the client an agreed amount for returning, data on these forms of media when the recovered data exceeds these limits. The client must pay an agreed amount for any replacement media and this amount is in addition to the costs agreed for the data recovery service unless otherwise agreed in writing by a representative of Data Recovery Services Ltd.

5.2. All data recovered by Data Recovery Services Ltd is returned to the client via a next day traceable service. Examples of this include, but are not limited to, UPS, TNT or Fedex. However, other arrangements for the return of client's data may be arranged. On occasions Data Recovery Services Ltd reserves the right to charge the client for the postal service provided and any associated administration fees. This charge is in addition to the charge agreed for the data recovery process.

5.3. Data Recovery Services Ltd holds no responsibility for delays caused as a result of the postal network. In these circumstances no compensation will be given for loss of profits, inconvenience etc., unless previously agreed by Data Recovery Services Ltd.

5.4. The client agrees to inspect or to procure to inspect the goods delivered at the earliest opportunity after delivery or attempted delivery and in any event within five calendar days of delivery or attempted delivery. Any claims for shortfall in delivery of goods, or claims that the goods do not comply with the order agreed with Data Recovery Services Ltd, must be notified in writing within seven calendar days of delivery. Claims made outside of this time period may only be resolved at the discretion of Data Recovery Services Ltd.

5.5. Data Recovery Services Ltd will retain a copy of your recovered data for a period of seven days from the date of dispatch. During this period Data Recovery Services Ltd will answer any queries concerning the recovered data and, if required, provide further copies. On occasions, with the client's consent, Data Recovery Services Ltd may retain a copy of your recovered data and/or digital image beyond this point. In circumstances such as these, Data Recovery Services Ltd reserves the right to charge a fee for duplicate copies of data, data storage, management and security.

5.6. The client and Data Recovery Services Ltd agree that the sole and exclusive remedy for any unsatisfactory work shall be at Data Recovery Services Ltd's discretion. Data Recovery Services Ltd reserves the right to either

(a) try additional attempts by Data Recovery Services Ltd's engineer to remedy any unsatisfactory work, or

(b) to refund the amount paid by the client in full or part.

5.7 The client understands that all media which is returned via our free return service is provided by standard postal service and this service is non-traceable, Data Recovery Services Ltd holds no responsibility for any media lost or damaged within the postal network. The client understands that this is a 21 day service.

5.8. The client understands that Data Recovery Services Ltd does not offer any guarantees or warranties of any kind and that the extent of any Data Recovery Services Ltd's liability to the client is strictly limited to the fees you pay Data Recovery Services Ltd for its data recovery and conversion service.