# DATA RECOVERY SERVICE

# BACKGROUND

These Terms and Conditions ar services We supply to customers wholly or mainly for their Business

# 1. Definitions and Interpreta

1.1 In these Terms and following expressions

"Business"

"Business Day"

"Commencement Date"

"Confidential Information"

"Contract"

"Data"

"Intellectual Property"

# S

# IONS (B2C - ON PREMISES

which apply to all data recovery , or household purposes and not

context otherwise requires, the hings:

trade, craft, or profession carried

than Saturday and Sunday) on are open for normal business in

ment date for the Contract as set

Iny other information received or at is proprietary or confidential of ding Your Data contained in the that Data as is recovered or

information that: a) is or becomes an through any act or omission of ing Party; b) was in the receiving lawful possession before the Illy disclosed to the receiving or third party without restriction on dependently developed by the ng Party, which independent nown by written evidence; or e) is used by law, by any court of n or by any regulatory or

or the provision of Services, as

ectronic form of any description, nal data as defined by data and any computer program. Ins Data obtained from You or d] for it by Us, whether or not it

istered or unregistered intellectual ow or in the future may subsist in ut not limited to;



"Media"

"Order"

"Order Confirmation"

"Regulations"

"Services"

"Service Fee"

"You/Your"

"We/Us/Our""

"Working Hours"

- 1.2 Unless the context Conditions to:
  - 1.2.1 "writing", an communicat means;
  - 1.2.2 a statute or provision as
  - 1.2.3 "these Term Conditions (i
  - 1.2.4 "the Contrac Conditions a part of the C
  - 1.2.5 a Clause or Conditions;
  - 1.2.6 a "Party" or
- 1.3 The headings used

vided by You to Us) listed and/or der and may include without ives, flash memory cards, optical a;

he Services [as attached] OR [as writing];

e and confirmation of Your Order 2:

umer Contracts (Information, onal Charges) Regulations 2013;

be provided by Us to You, further out in Clause 4 and in the Order. You any digital content, media or of the Services, references to h goods and digital content, as

referred to in Clause 7

I named as the customer in the e and address are set out in the

f the Services which is <<insert company registered in England npany number>> of <<insert ce of business is at [the same other address] and includes all of <<insert company name>>;

orking hours which are <<Insert o 17:00>>;

h reference in these Terms and

on, includes a reference to any electronic transmission or similar

is a reference to that statute or at the relevant time;

reference to these Terms and

a reference to these Terms and der or other document(s) forming

e to a Clause of these Terms and

parties to the Contract;

nditions are for convenience only

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and shall have n Conditions.

- 1.4 Words signifying the
- 1.5 References to any

# 2. The Contract

- 2.1 These Terms and C by Us and will form submitting an Orde Conditions carefully Conditions, please
- 2.2 Your Order constit accept. A legally bi Our acceptance of Confirmations will b
- 2.3 The Contract betwee the Regulations. The "on premises contrated prior to the formation is description of that in the We have included the for You to see now, by the Contract.
- 2.4 All of the informati required by the Reg

# 3. Orders

- 3.1 All Orders for Serv Conditions.
- 3.2 You may change Services by contact made in writing.
- 3.3 If Your Order is ch writing.
- 3.4 You may for any redate when We give before the end of the before that end of Services. If You calready made any payment(s) to You request that Your convenient to You circumstances (e.g. 14 day cancellation please refer to Clauso.
- 3.5 We may cancel Y Services in the follo

erpretation of these Terms and

nclude the plural and vice versa. other gender.

e and provision of Services to You act between Us and You. Before ou have read these Terms and out any part of these Terms and

that We may, at Our discretion, Us and You will be created upon y Our Order Confirmation. Order

n premises contract" as defined by s to ensure that in the case of an s given or made available to You een Us and You, save for where the context of the transaction. A ex to these Terms and Conditions. er in these Terms and Conditions able to You before You are bound

2.3 given by Us to You will, as rms of the Contract.

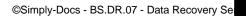
be subject to these Terms and

before We begin providing the hange Orders do not need to be

ou of any change to the price in

up until expiry of 14 days after the ation but if We begin the Services expressly requested Us to begin not cancel once We begin the s Sub-clause 3.4, and You have r Clause 7, We will refund the eiving Your cancellation. If You have the Order or Services in other ler Confirmation or after the above begun providing the Services), cumstances in which You may do

before We begin providing the



- 3.5.1 The require provision of
- 3.5.2 An event ou <<insert time reasonable of
- 3.6 If We cancel Your Clause 3.5, the can

# 4. Our Obligations

- 4.1 With effect from the Service Fee being Terms and Condition
- 4.2 We will use reasona
- 4.3 We shall provide t competent commer
- 4.4 We will, employing and expertise, use in accordance with
  - 4.4.1 Inspect the existence of Media, the camount of I useable [ar ("Diagnosis")
  - 4.4.2 Report the I room examil Data Recove
  - 4.4.3 Retrieve and [and/or convany recover necessary in to You on su
  - 4.4.4 Carry out an assistance):
- 4.5 We will begin the S
  in Our Order Confir
  is later. We will ma
  Services within th
  accordance with Yo
  any delays if an ev
  Clause 11 for event
- 4.6 If We provide You supply a duplicate of it within 14 Busines will then delete or of the absence of suc Business Days af recovered Data to possession.

uired materials necessary for the lable; or

control continues for more than lause 11 for events outside of Our

providing the Services under subder by Us in writing.

We shall, in consideration of the n the terms of payment in these as described as follows.

orming the Services.

the standard met by reasonably ervices in the United Kingdom.

, standard processes, knowledge, rs to carry out the following tasks Order:

determine the probability of the luate and identify the Data on the ge to Data on the Media [and] the ny, likely to be recoverable and [such] Data can be converted]

ing details of any third party clean We advise is required to carry out e 4.4.3)];

onstruct and/or provide access to nt of recoverable Data and return ncrypted form], and where it is the Data to You, We will supply it covery"); and

(e.g. render any technical agreed

cified in Your Order and confirmed of the Media from You, whichever fort to continue and complete the Dur Order Confirmation (and in however, be held responsible for nable control occurs. Please see ble control.

it is inaccessible by You, We will charge provided that You request the recovered Data from Us. We f Your Data in Our possession. In n that period, We will, 20 or more ed the Services and delivered any copy of Your Data in Our

# 4.7 We shall at all times

- 4.7.1 act only on from You wh
- 4.7.2 as required confidentialit
- 4.7.3 store all sucl
- 4.7.4 take appropi
  - 4.7.4.2 its ac
- 4.8 Whilst We will perfo
  - 4.8.1 do not unde recoverable the tasks de particular res
  - 4.8.2 shall not have responsibility undertake, when the state of the s

# 5. How We Use Your Person

- 5.1 All personal data the accordance with the rights under that leg
- 5.2 For complete detai personal data inclu data is used, the le how to exercise the refer to Our Privacy in the Schedule to t
- 5.3 References in thes mean all applicable applicable to data procession of GDPR (the retained ((EU) 2016/679), as and Northern Irela (Withdrawal) Act 20 thereunder); and the 2003 as amended.

# 6. Your Obligations

- 6.1 You warrant and un
  - 6.1.1 the Media ar You to Us w
  - 6.1.2 it is lawful ar Data to Us;
  - 6.1.3 You have a

pect to such Data as We receive

ditions in Clause 10, maintain the

nment;

sational measures against:
essing of all such Data; and
or damage.

this Clause 4, We:

ant that all or any of Your Data is seable or that We will succeed in or that We will achieve any other

, and shall not bear any liability or lose matters which You expressly or responsibility of under these

# otection)

collected, processed, and held in at a protection legislation and your

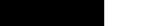
cessing, storage, and retention of the purpose(s) for which personal using it, details of Your rights and haring (where applicable), please <<insert location>>] OR [attached ns].

is to "data protection legislation" ime to time in the United Kingdom cluding, but not limited to, the UK eneral Data Protection Regulation of England and Wales, Scotland, ion 3 of the European Union Act 2018 (and regulations made nic Communications Regulations

he Media or otherwise supplied by y in Your possession;

ly and disclose that Media and all

e to supply that Media and Data;



) - On Premises

# 6.1.4 You are legal Services: an

- 6.1.5 the Media d iurisdiction, rights of this breaches al indecent. d otherwise un
- 6.1.6 You are er household p any Busines any Busines
- 6.1.7 In the circun data protect protection le
- 6.2 You acknowledge a
  - 6.2.1 the Data, M any other e unusable, fa to its receipt
  - 6.2.2 Our carrying result in the in, the Dat recommend requesting the
  - 6.2.3 the warrantie other equipr Services.
- 6.3 If any of Our persor You will take such they will be reasona
- 6.4 You undertake to de any third party cla expenses and cos therewith ("Indemn arise out of or in col
  - 6.4.1 Your provisi Data provide other proces Us to You of
  - 6.4.2 the use of th
  - 6.4.3 the breach conditions of

EXCEPT to the ext has given rise to Us

### 7. **Price and Payment**

7.1 The Service Fee pa

Data, to request Us to provide the red by Us:

ata or other material that, in any he Intellectual Property or other tortious, defamatory, libellous, or or privacy rights, or is abusive, bbscene or threatening, or is

ct for Your personal, family or course of or for the purposes of the Services for the purposes of

You have no legal duty under any ain registration under such data

which the Media forms part, and You is, or may be, corrupted, ved (physically or otherwise) prior

ccordance with the Contract may rruption of, or damage to or faults quipment, and We accordingly You back up any Data before

any third parties for the Media and is a result of Our carrying out the

s to carry out any of the Services, stances is reasonable to see that

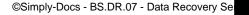
gainst and hold Us harmless from dings, and all losses, damages, mitation legal costs) associated any of the Indemnified Amounts

to Us, the possession by Us of You, the recovery or conversion or , or the provision or disclosure by Data, pursuant to the Contract, or

y, undertaking or other terms or

the Contract or negligence by Us mnified Amounts.

vill be that shown in Our <<insert



document, e.g. pric Fee shown in Your upon receipt of You

- 7.2 Our Prices may chat that We have alread
- 7.3 All Prices include V
  Order and the date
  must pay. Change
  received payment ir
- 7.4 The Service Fee wi to Our release to Yo [and/or converted].
- 7.5 If You do not make document e.g. invoi
  - 7.5.1 We shall have You make full Business Dayment and
  - 7.5.2 We may cha percentage rate of <<ins a daily basis the actual daily basis judgment.
- 7.6 The provisions of su Us to dispute an in dispute is ongoing.
- 7.7 We accept the follow
  - 7.7.1 <<insert type
  - 7.7.2 <<insert type
  - 7.7.3 <<insert type
  - 7.7.4 <<insert type
  - 7.7.5 << add more
- 7.8 Credit and/or debit charged>>.
- 7.9 Unless the Order st for Diagnosis and/o payable for, all Diag
- 7.10 If as a result of Our Media or that Data Recovery were car Service Fee shall the Service Fee to You.
- 7.11 If, despite Our atten

ime of Your Order. If the Service current price We will inform You

se changes will not affect Orders

hanges between the date of Your ill adjust the rate of VAT that You ny prices where We have already

letion of Data Recovery and prior Data recovered [and/or replicated]

lue date [as shown in/on <<insert tc.>>]:

eturn Media and Data to You until o not make full payment within 60 nay without liability delete/destroy nereafter unless in the interim full ived; and

verdue sum at the rate of <<insert er annum above the base lending me to time. Interest will accrue on om the due date for payment until erdue sum, whether before or after est due when paying an overdue

oly if You have promptly contacted interest will accrue while such a

ţ٠

uired>>.

insert point at which a card will be

des for additional or other charges vice Fee shall cover in full, and be

We find that no Data exists on the be recoverable or useable if Data fy You accordingly. None of the already paid, We shall refund the

he Contract, We recover:



7.11.1 none of the

7.11.2 only an insulto receive the with any such

then none of the Service I

7.12 If We recover either

7.12.1 all or a subs

7.12.2 an insubsta recovered D

We will provide You Service Fee shall be shall make a deduct and usefulness of d

7.13 If We fail to recover

7.13.1 If We have relevant task nevertheless substantial a

7.13.2 If We, in broperly car should have relevant tasl Data, at no o

7.14 We shall be entitled Us provided that in expense beforehar expense. The expense.

- 7.14.1 travel expen are to attend
- 7.14.2 transport an from Our pr where the Second Sec
- 7.14.3 third party cl
- 7.15 We may during the additional equipment media to store/transor adaptors or constogether with any rethird party, provided We incur it and see and We find that Vicease to have any of
- 7.16 [You shall pay Us specified in the Ord rate in effect at the agreed. Any such

on the Media and You choose not will not be obliged to provide You vered:

ble, and, if already paid, We shall

and You choose to receive that

We have recovered and all of the do not recover all of the Data We to reasonably reflect the amount er relevant circumstances.

mount of Data, then:

e Contract carried out all of the act We should carry out, We may e to further attempt to recover a to You; or

ave not carried out or not fully or ks which under the Contract We complete or carry out again the at least a substantial amount of

le incidental expenses incurred by u of the type and amount of such t before We incur the particular wing:

ur hourly standard rate where We but any Services;

and Your other equipment to and lowing carrying out the Services)
Our premises; and

Media.

he Services identify a need to use ted to, replacement [off-the shelf] tware, spare parts for disc drives, the reasonable cost of it to You, ing such equipment to Us from a e particular cost concerned before ng the cost. If You do not consent, of the Data as a result, We shall arry out the Services.

ces provided by Us that are not r <<insert frequency e.g. hourly>> ce or such other rate as may be vices shall be invoiced separately

# from the Service Fe

# 8. Cancellation

- 8.1 If any of the followi immediately by givi payment to Us, su within <<insert time to Us for the Service have been fully and payment is as a resemade payment of a with Clause 7. You calendar days>> no
  - 8.1.1 We have bre remedy that in writing; or
  - 8.1.2 We enter int over Our ass
  - 8.1.3 We are unal control (as u
  - 8.1.4 We wish to disadvantag
- 8.2 Once We have been fully and corrected the Service period, e.g. 30 cale any payment to Us period>>] and You Services.
- 8.3 If any of the follow immediately by givi payment to Us not payment to You value payment is then dupayment of any sur Clause 7. We will days>> notice in the
  - 8.3.1 You fail to ridges not aff sub-Clause
  - 8.3.2 You have br remedy that in writing; or
  - 8.3.3 We are unal control (for a
- 8.4 For the purposes of 8.3.2) a breach of the or trivial in its considerable Clause 8.1.1 and Understanding the breach is material

cel the Services and the Contract in that case You have made any e will refund the payment to You ot be liable to make any payment case of 8.1.2 - 8.1.4, the Services accordance with the Contract and under Clause 7 but You have not hust make payment in accordance to give <<insert period, e.g. 30

ny material way and have failed to eriod>> of You asking Us to do so

administrator or receiver appointed

es due to an event outside of Our ; or

the Contract to Your material

es but the Services have not yet dance with the Contract, We may any time by giving You <<insert ce. If in that case You have made ment to You within <<insert time take any payment to Us for the

cel the Services and the Contract in that case You have made any nder Clause 7, We will refund the riod>>. If however in that case lause 7 but You have not made nake payment in accordance with <<insert period, e.g. 30 calendar

as required under Clause 7 (this interest on overdue sums under

ny material way and have failed to eriod>> of Us asking You to do so

es due to an event outside of Our n sub-Clause 11.2.4).

particular, sub-Clauses 8.1.1 and dered 'material' if it is not minimal nating Party (i.e. You under sub-.2). In deciding whether or not a o whether it was caused by any

accident, mishap, m

# 9. Our Liability

- 9.1 In view of Clause responsibility or liab or destruction of, N invalidation of any equipment, either:
  - 9.1.1 prior to Our
  - 9.1.2 in the cours destruction, Services in a
- 9.2 We will be responsible suffer as a result of of Our negligence consequence of Our Us when the Control damage that is not the control of t
- 9.3 We provide the Se purposes). We ma for commercial, but any kind (including loss of business, opportunity.
- 9.4 If We are providing damage whilst there You.
- 9.5 Nothing in these Teleston for death or person employees, agent misrepresentation.
- 9.6 Furthermore, nothin Our liability for the f
  - 9.6.1 Breach of te relating to samples, O negligence, fair terms of 40, 41, 49, Consumer R
  - 9.6.2 Breach of ar
  - 9.6.3 Our liability Protection A

# 10. Confidentiality

10.1 While the Contract of the confidential Inform Receiving Party') m

ing.

ot assume, and will not accept f, or physical or other damage to, er equipment that may occur, or of Your Data, Media or other

lia or other equipment; or

- Services where such damage, arises from Our performing the ations under Clause 3 above.
- e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious or if it is contemplated by You and not be responsible for any loss or

nily, household or private use (or sentation that the Services are fit craft or professional purposes of liable to You for any loss of profit, s or for any loss of business

Your premises and We cause any at damage at no additional cost to

ks to exclude or limit Our liability negligence (including that of Our or for fraud or fraudulent

onditions seeks to exclude or limit four rights as a consumer:

to title and quiet possession, and y quality, fitness for purpose, care and skill, liability for Our ble time, pre-contract information, this given by sections 9-17, 34-37, other applicable provisions of the

f the Regulations; and

ducts as set out in the Consumer

od of <<insert period>> starting on any reason] the Party disclosing Party') to the other Party ('the obligations.

10.2 Subject to sub-Clau

10.2.1 must not us the performa

10.2.2 must not dis with the prio

10.2.3 shall make Confidential

10.3 The obligations un Information that:

10.3.1 is in the po Party, or is receipt by th

10.3.2 is or become fault of the R

10.3.3 is required to

10.3.4 is received in on reasonal obligations of imposes no

10.4 Without prejudice t have, the Receivin Party breaches this damage, be entitle threatened or actual remedies to which it

10.5 Without prejudice to is any Data or othe and: it is clear that,

10.5.1 the Data or causes You

10.5.2 We have a cooperate as authority, a Intellectual I material on necessary foutlined abo

then We shall be above.

10.6 After the Contract of Parties' obligations

# 11. Events Outside Our Reas

11.1 We will not be lia obligations where t Our reasonable cor limited to: power fai unrest, fire, explo arty:

nation for any purpose other than der the Contract:

Information to any person except isclosing Party; and

t the use or disclosure of the

all not apply to any Confidential

ne free disposal of the Receiving e in the public domain, before its

non-confidential basis through no

blicable law or regulation; or

iving Party from a third party who, beiving Party claims to have no er Party in respect of it and who upon the Receiving Party.

medies the Disclosing Party may and agrees that if the Receiving arty shall, without proof of special other equitable remedy for any addition to any damages or other

ledies We may have, where there which We have received from You er that:

R falls within Clause 10.3.3 OR 6.1.5: AND

it (or any copies of it) to, and with, the police, any other relevant (or its representatives) whose n infringed by the Data or other to protect Our legal position it is nd provide such cooperation as

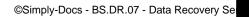
provide cooperation as outlined

in any way or for any reason, the ontinue.

# Majeure)

lure or delay in performing Our ts from any cause that is beyond Such causes include, but are not vider failure, industrial action, civil arthquakes, subsidence, acts of





terrorism, acts of wa or any other event t

- 11.2 If any event describe affect Our performa
  - 11.2.1 We will infor
  - 11.2.2 Our obligation
  - 11.2.3 We will infor over and properties as
  - 11.2.4 If the event <<insert per right to ca cancellation. will be paid t
  - 11.2.5 If an event of cancel the Cancel under

# 12. Communication and Con

- 12.1 If You wish to conta telephone at <<inse</p>
- 12.2 In certain circumsta Clauses throughou writing You may use
  - 12.2.1 Contact Us t
  - 12.2.2 Contact Us address>>.
- 12.3 In certain circumsta Clauses throughout writing We may use
  - 12.3.1 Contact You Order; or
  - 12.3.2 Contact You in the Order.

# 13. Other Important Terms

- 13.1 We may transfer (a Conditions (and unchappen, for examp informed by Us in votable affected and transferred to the the
- 13.2 You may not transf and Conditions (an written permission.
- 13.3 The Contract is bet

epidemic or other natural disaster, hable control.

occurs that is likely to adversely ions under the Contract:

sonably possible;

and Conditions will be suspended d by will be extended accordingly;

utside of Our reasonable control is w dates, times or availability of

le control continues for more than Contract in accordance with Our 8.3.3 and inform You of the bu as a result of that cancellation onably possible; and

e control occurs and You wish to in accordance with Your right to

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various ditions). When contacting Us in

l address>>; or

nsert company name>>, <<insert

ou in writing (as stated in various titions). When contacting You in

ddress You have given Us in the

bostal address You have given Us

nd rights under these Terms and licable) to a third party. (This may less.) If this occurs You will be r these Terms and Conditions will lese Terms and Conditions will be bound by them.

ons and rights under these Terms applicable) without Our express

not intended to benefit any other

person or third part enforce any provision

13.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditio valid and enforceab

13.5 No failure or delay and Conditions mea a breach of any prowaive any subseque

# 14. Governing Law and Juris

- 14.1 The Contract, and or otherwise) shall I of [England & Wale
- 14.2 As a consumer, yo your country of res reduces your rights
- 14.3 Any dispute, contro to the Contract, or or otherwise) shall Wales, Scotland, or

# Description of inf

- 1. The main characteristics of
- Our identity and address[e and contact details (set out
- The total price for the Se taxes [or, if the nature of t be calculated in advance. t
- The arrangements for payr We undertake to perform the
- 5. Where applicable, Our com
- A reminder that We are ur with the Contract;
- 7. Where applicable, details of
- The duration of the Contra duration or is to be ext Contract;

n person or party will be entitled to onditions.

and Conditions are found to be e by any court or other authority, vered from the remainder of these ese Terms and Conditions shall be

of Our rights under these Terms that right, and no waiver by Us of nd Conditions means that We will rany other provision.

you and Us (whether contractual strued in accordance with the law ptland].

nandatory provisions of the law in Clause 14.1 above takes away or those provisions.

aim between you and Us relating you and Us (whether contractual diction of the courts of England, ermined by your residency.

# 2.3 ses of the Regulations

1.1 of the Terms and Conditions) and Conditions);

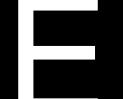
ther additional charges including the price or such charges cannot they will be calculated:

he time by which (or within which)

ly Services that are in conformity

commercial guarantees;

if the contract is of indeterminate e conditions for terminating the



- Where applicable, the measures, of digital conter and
- 10. Where applicable, any rele software that We are aware

[S

applicable technical protection rted data that We supply to You;

digital content with hardware and expected to have been aware of.

rs lotice]].