

## **SPECIAL CONDITIONS OF SERVICE**

The Client is the owner and/or has the right of possession of the device entrusted to Recovery Labs for diagnosis and the task of data recovery because The Client is unable to access the data, either totally or partially, as these and/or the device are damaged.

The said device shall remain on the premises of Recovery labs under the following conditions:

### **DELIVERY OF DEVICE TO THE INSTALLATIONS OF RECOVERY LABS:**

For greater convenience, Recovery Labs, at no additional cost, offers the use of its courier service. If preferred, The Client may deliver the device personally to any of the installations of Recovery Labs or by any other means he deems appropriate.

If The Client chooses the courier service option, Recovery Labs and/or any of its suppliers shall be expressly exempt from all responsibility for loss or damage which the device may suffer during shipment or transport, either to or from the installations of Recovery Labs, as well as loss of profits or any consequence arising from same.

On finalizing the process, Recovery Labs shall bear the cost of shipment of the retrieved data, but in no case shall bear the cost of returning the original device.

### **EXTRACTION AND STORAGE:**

In order to undertake the Recovery Service, The Client should send only the hard disk. If The Client sends the complete computer, he is required to pay, in advance, the sum of €100+VAT to cover the cost of extracting the hard disk and storage of the components.

Recovery Labs strongly recommends that the complete computer should not be sent, as this may suffer damage in transit.

### **BUDGET:**

This estimate is applicable to all types of hard disks except RAID systems, multi-unit disks, devices with Ethernet connection (NAS/SAN) and SSD (Solid State Disks).

The validity of the calculated estimate shall depend on the accuracy of the information provided. The Recovery Estimate for this service includes collection of damaged disk, recovery and recording the retrieved data onto an external disk of 2 TB and shipment of the data.

### **HANDLING:**

In the Event that the device has been handled by third parties prior to arrival at the laboratory, Recovery Labs shall charge an additional sum of 100,00 € + VAT with respect to handling and extra work. This amount shall be paid in advance, prior to the Diagnosis process, and shall not be refundable under any circumstances.

## **SERVICE-PAYMENT:**

1. The Client agrees to pay Recovery Labs those amounts expressed in the Recovery Estimate for these services, provided that the data recovery is undertaken successfully. The Client shall not accrue any payment if due to a partial recovery, he is not satisfied with the data obtained.
2. The Client shall be informed once the recovery process has been completed, and delivery of the data shall take place when Recovery Labs has evidence of the transfer of payment.
3. All the sums mentioned, except when otherwise stated, should be increased by the corresponding VAT.
  - 18% by default.
  - 0% for non-Spanish companies with intra-community operator number (VAT).
4. If there are any outstanding payments, The Client accepts that Recovery Labs shall retain possession of the equipment and the data as a guarantee to ensure that these obligations are met.

## **SHIPMENT OF RECOVERED DATA:**

Recovery Labs, without additional cost to The Client, shall send the recovered data via its courier service.

## **DEPOSIT AND RETURN OF ORIGINAL DEVICE:**

The damaged device, on which the work has been undertaken, together with a copy of the retrieved data, shall remain on deposit in the laboratories of Recovery Labs, S.A. for a period of fifteen calendar days from date of shipment of the recovered data. Thus, in the event that the Client is not completely satisfied, it shall be possible to carry out further tests on the device. If, after this time period, no communication has been received from The Client, it shall be understood that the operation has been entirely successful, the copy of the stored data shall be erased and no revision process shall be initiated under the same budget.

On termination of deposit, The Client has a period of ten calendar days to request return of the damaged disk if required, accepting the shipping costs of return, using his own messenger service or collecting the device personally. If no request has been received once this time has elapsed, Recovery Labs shall proceed with the recycle process.

## **PERIOD OF RETURN:**

Once request for return of the device has been received, Recovery Labs has a period of five working to comply with the petition. This time scale may vary for those devices which were subjected to special recovery processes or R+D.

## CONFIDENTIALITY:

Recovery Labs is expressly bound to maintain confidentiality and discretion about any Client data which may be obtained in the course of complying with the services contracted. All information, including copies of such, shall be returned or destroyed on completion of this service.

## LIABILITY:

Given the nature of the service expressed in this document, and taking into account the inherent circumstances in handling data storage devices, Recovery Labs, S.A. cannot guarantee the recovery of the data.

In view of the fact that the equipment and/or the data are already impaired, The Client accepts that the efforts of Recovery Labs, S.A. and/or its suppliers to ~~analyse~~analyze the damage and undertake the task may lead to their destruction or further damage occurring to same. Consequently, Recovery Labs, S.A. and/or its suppliers are exempt from all liabilities in respect to any additional damage which may be caused to the device and/or data of the Client arising from the efforts to carry out the task of data recovery and recording these onto a new support.

Likewise, Recovery Labs, S.A. and/or its suppliers are exempt from all liabilities in respect to any damage which the support may suffer during shipment or transit, The Client accepts that any claims of liability should be directed towards the transport company.

The Client pledges to maintain Recovery Labs, S.A. and/or its suppliers exempt from all types of claims for damage or injury which may arise with regard to the ownership of the goods and the rights over the support, the object of this contract, and the data contained therein.

## CIRCUMSTANCES OF FORCE MAJEURE:

When due to *force majeure* it is impossible to comply with all or some of the obligations foreseen in this contract, there shall be no claims of any kind. By way of example such situations as flooding, fire, strike, war or riot, unavailability of parts or software, any other reason (be it similar to those already mentioned) which is beyond the conscious control of the parties. Should these events occur, the party affected shall inform the other party of the nature and gravity of the incident, to ensure that rapid decisions can be implemented in order to mitigate the adverse effect of such circumstances.

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## JURISDICTION AND VENUE:

For those incidents which may arise over the interpretation or execution of these conditions, both parties expressly submit to the courts and tribunals which correspond to the headquarters of Recovery Labs, S.A., renouncing any other jurisdiction which may be applicable.