



## Terms and Conditions for Data Recovery Services

For all non server or RAID specific hard disk and storage media data recovery services:

Data Clinic will determine the possibility of recovering data on your media (Diagnosis) and will retrieve and/or provide access to your recovered data (Data Recovery) under the conditions of service offered.

You will be advised in writing the cost of a Diagnosis fee for specified work. Payment is needed before Data Clinic will start any of the work involved. This fee is non refundable. Unless otherwise agreed in writing you will be charged a Data Recovery Fee for the services provided by the Data Clinic.

A separate charge will be made for the return media you have specified. Data Clinic does not guarantee or pass on any warranty for this equipment/media.

In the event Data Clinic undertakes to arrange a courier service, you agree that you will insure your goods against loss, damage or theft and that Data Clinic will not accept responsibility for the cost of the equipment should this equipment be lost and/or stolen and/or damaged. Data Clinic are not responsible, in any event for the consequences of such loss and any value or perceived value of the equipment or information stored on the equipment.

No services are performed and no charges are incurred without your consent.

Data Clinic complies with the Data Protection Act and will keep all data retrieved from your media confidential to the extent that it keeps its own data confidential.

In requesting the Data Clinic service you represent to Data Clinic that you are in lawful possession of any data, media and/or equipment made available to Data Clinic, and that you have a lawful purpose to request Data Clinic services.

You understand that the media/data/equipment you are making available to Data Clinic is already faulty or damaged, that data recovery efforts can result in further loss or damage, that your media and/or equipment warranties may become void and that Data Clinic is not responsible for this or any other type of loss or damage.

Data Clinic reserves the right to subcontract the data recovery service offered.

In making your recovered data available to you, you agree that you are satisfied with the Data Clinic services and that any fee you were notified of is now payable for these services.

Data Clinic will where practicable retain a copy of your recovered data for a period of no more than fourteen days. During this period Data Clinic and/or its representatives will answer queries about the recovered data and, if required, provide further copies. You will be charged an additional fee for the provision of the media supplied with these copies.

You understand that Data Clinic does not offer guarantees or warranties of any kind and that the extent of any Data Clinic liability to you is strictly limited to the fees you pay Data Clinic for its services in data recovery.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation facsimile (fax), in person, by telephone or email; if followed by written confirmation at the earliest possible opportunity.

You represent to Data Clinic that this media/data is not involved or potentially involved in litigation or criminal proceedings. In the unlikely event a dispute arises that cannot be settled informally, both you and Data Clinic agree that such dispute will be resolved according to the laws of England.

All payments are due within 28 days of the invoice date. All Invoices outstanding beyond this date will be referred to a Data Clinic debt collection agent. All due payments will then be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be your responsibility.

For all RAID and server specific services you agree to the following additional terms:

1. Following an initial telephone consultation you will be provided with a schedule of charges and a description of the RAID /Server services offered.
2. Prior to any undertaking you must submit in writing a description of sample files that you acknowledge will serve as proof of successful data recovery.
3. Your agreement to these terms is needed prior to Data Clinic undertaking any work.
4. Under these terms you will be charged an initial non refundable diagnostic fee.
5. You may request that our technicians or representatives attend your site for the purposes of specific assistance and evaluation purposes. Under these circumstances you accept that at your site location our staff and or representative are under your supervision at all times and you are responsible for their health and safety at work. You also accept that we offer no guarantees and accept no liability what so ever for the actions and advice provided or offered , howsoever given , during or as a result of our technician/s or representative/s attending your site. All on-site technical support is provided at our absolute discretion and we reserve the right of absolute refusal to provide such support and also to withdraw any agreed technical support for any reason what so ever without penalty.
6. You will be advised of the scale of charges for onsite attendance, You agree to pay the estimate for the work before we commit our staff to attend your site location, You will be billed for actual charges including reasonable expenses on the completion of our engagement. You commit to pay any invoices promptly and under these terms and conditions.
7. You agree that during or after this engagement you must not seek to employ, solicit or entice our staff to your employment either directly or indirectly. You agree that in making any representation in this effect that you will immediately pay to Data Clinic a fee equal to twice the current annual remuneration of the Data Clinic staff or representatives involved and a fee equal to five times the current annual remuneration of the Data Clinic staff should our staff be found to be in your, your organisation, subdivision or associated company, direct or indirect employ within three years of this engagement.
8. Once funds are cleared and you accept these terms and conditions, our technicians will complete and submit to you an evaluation report and also a firm quotation for the work involved in attempting to recover and restore your data and also the work involved in checking files against your sample file list. An indication of the approximate time it will take to return your data to you will also be provided in writing, whilst we will attempt to meet these timescales this is not commercially binding.
9. At this stage a non refundable payment is required for the repair and/or analysis of any hardware or hard disks needed in our task and also the application of a RAIDScope service or equivalent configuration analysis process.
10. If available, raw data from your failed system/media will be extracted, de-striped and stored prior to testing.
11. Should your data prove inaccessible you will be advised as soon as is practicable.
12. A schedule of charges will apply to the quantity of data extracted and de-striped.
13. You agree to co-operate in the testing and acceptance of the data made available to you. This acceptance will comply with the proof of recovery file list in clause 2. A schedule of charges will apply to this work. If you fail to provide a list of files under clause 2 then you agree to abide by our technicians evaluation of the acceptability of your data and subject to this evaluation you MUST pay the outstanding fees in total shown in the firm quotation.
14. Once testing and acceptance under the conditions of clause 2 is complete and agreed in writing and subject to clause 13, you commit and agree to pay 80% of all outstanding charges shown in the firm quotation price. This is non refundable.

15. Once funds have been cleared, or by special dispensation your recovered data will be made available to you.
16. Under these terms and conditions our mandatory, telephone technical support is made available to you , during normal working hours, for a period of two days starting from the acceptance date You agree that you will apply all recovered data made available to you within 48 hours following acceptance and subject to clause 13 and 14.
17. A charge for all technical support provided falls due at the end of the second day subsequent to us making available to you , your data and or the return of your data.
18. Our commitment to you terminates at midnight on the second day following the return of your accepted data. At this date and time all outstanding payments now fall due under our standard terms of business.
19. You may request additional data recovery or system restoration technical support including on-site and out of hours working for which a schedule of charges will apply. All additional technical support is provided at our absolute discretion and we reserve the right of absolute refusal to provide such support and also to withdraw any agreed technical support for any reason what so ever without penalty.
20. Unless otherwise agreed in writing all payments fall due as shown in the quotation. You agree that payment of fees are not contingent upon the successful application by you of your recovered data and all payments made under these terms are non refundable .
21. No work is carried out without your consent.
22. Where work is carried out on a site where the equipment you are responsible for is or has been deployed, you agree that Data Clinic or its agents, bear no responsibility or liability what so ever for any interruption to or failure of service , damage to equipment or for any accident involving any third party, how so-ever incurred.
23. You also agree that Data Clinic in this undertaking does not offer guarantees or warranties of any kind and that Data Clinic' bears no liability whatsoever for work undertaken, equipment or data provided or for any advice or instruction offered either written or verbal.
24. We will attempt to return your data to you within a nominated timeframe however you agree that Data Clinic provides no commitment for the time it takes to recover and return your data to you.

Name: .....

Sign: .....

Date: .....

For training purposes some calls may be recorded.

Tel: 0871 977 2525

e: info@Dataclinic.co.uk