

# Fields Data Recovery - Client Terms and Conditions of Service

## 1. General Information

1.1. In these terms and conditions, references to "Fields Data Recovery" relates to Fields Data Recovery a trading title of Fields Data Recovery (USA) LLC. The term "Client" or "Customer" relates to any person, firm, company or any other party that sends media to Fields Data Recovery for diagnostics or data recovery.

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, Fields Data Recovery 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.

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

1.5. Fields Data Recovery's days of business are defined as Monday to Friday, excluding any public holiday. Business hours are defined as 9.00AM to 5.30PM Central Time. 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. Fields Data Recovery 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 Fields Data Recovery 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 Fields Data Recovery are inclusive of all sales taxes.

2.3 Acceptance of a quotation may be given in writing, verbally in person or via telephone, facsimile or electronic mail. Fields Data Recovery reserves the right not to commence any recovery 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, Fields Data Recovery reserves the right to charge the client for any work and / or parts used to date. This charge is at the discretion of Fields Data Recovery 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 Credit/Debit card (VISA, MasterCard, American Express, Switch, Maestro, Electron etc), company or personal cheque or bank transfers. On occasions Fields Data Recovery may reserve the right to demand that any payment be cleared in full before the data is released to the client.

2.6 Fields Data Recovery reserves the right to charge interest and/or administration fees for any payments outstanding after the specified due date. The current interest rate charged by Fields Data Recovery is 1.5% for each month the payment is outstanding. The current rates charged for administration are as follows: late payment; \$75 for each calendar month outstanding, \$10 for each telephone communication regarding any outstanding balance, \$30 for each letter issued regarding any outstanding balance and \$10 for a copy of the original invoice. All amounts listed exclude any applicable taxes.

## 3. Confidentiality

3.1 As part of its confidentiality policy, Fields Data Recovery 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 Fields Data Recovery subject to confidentiality agreements or as required by law, without the consent of the client.

3.2 Fields Data Recovery agrees to only use authorised data recovery engineers, and that all media supplied to Fields Data Recovery 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 laws.

#### **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 Fields Data Recovery.

4.2 Due to the nature of data recovery, our technicians may be required to carry out physical work on the media/data/equipment made available to Fields Data Recovery. Therefore, the client acknowledges that (a) the media/data/equipment is already damaged, (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) Fields Data Recovery is not responsible for this or any other type of damage.

4.3 The client is aware that on occasions, Fields Data Recovery 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. Fields Data Recovery reserves the right to charge the client for such additional media at an agreed cost.

4.4 On rare occasions, Fields Data Recovery may require the client to cover some of the cost of attempting the recovery. This request will only apply when the recovery is complex or when severe damage has occurred and only as a no obligation, fixed price quotation, and is not offered as part of Fields Data Recovery's "no recovery, no fee" service.

4.5 Fields Data Recovery 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 all the information from the client's media. Fields Data Recovery makes no provisions for the completeness, relevance or importance of the data recovered for the client unless otherwise agreed in writing by Fields Data Recovery and the client.

4.6 Fields Data Recovery 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 Fields Data Recovery will use a courier for the transport of the media or equipment. The client agrees that a) Fields Data Recovery will assume the costs of this transportation and b) Fields Data Recovery 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 Fields Data Recovery 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 Fields Data Recovery currently returns a maximum of 3GB of data on CD-ROM and 30GB of data on DVD-r. Fields Data Recovery 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 Fields Data Recovery.

5.2 All replacement media has a warranty period of seven calendar days from the date of dispatch from any of Fields Data Recovery's offices, during which time Fields Data Recovery will replace or repair any goods deemed to be faulty. After this time period, any warranty lays solely with the manufacturer of the goods and not with Fields Data Recovery. If, after a time period of three working days, any further data recovery services are required from a returned media, it shall be charged at Fields Data Recovery's standard rate.

5.3 All data recovered by Fields Data Recovery 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 Fields Data Recovery 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.

5.4 Fields Data Recovery 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 Fields Data Recovery.

5.5 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 Fields Data Recovery, 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 Fields Data Recovery.

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

5.7 The client and Fields Data Recovery agree that the sole and exclusive remedy for any unsatisfactory work shall be at Fields Data Recovery's discretion. Fields Data Recovery reserves the right to either (a) try additional attempts by Fields Data Recovery's engineer to remedy any unsatisfactory work, or (b) to refund the amount paid by the client in full or part.

5.8 All media sent to Fields Data Recovery for data recovery may be retained within one of its international offices for a period of up to fourteen days after completion of the data recovery service. As per our 'Return Drive Policy' you may request the return of your media within 28 days of us receiving your drive. The client understands that the delivery timeframes provided are calculated from the date of recovery plus fourteen days. Please see our Return Drive Policy for full details.

5.9 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, Fields Data Recovery holds no responsibility for any media lost or damaged within the postal network. The client understands that this is a 21 day service, calculated as indicated in 5.7. Our Return Drive Policy can be viewed here: [www.fields-datarecovery.com/returnDrives/fdrusa\\_return\\_drive\\_policy.pdf](http://www.fields-datarecovery.com/returnDrives/fdrusa_return_drive_policy.pdf)

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

## **6. Data Integrity**

6.1 The client accepts that Fields Data Recovery will not examine the contents of any files contained on the media supplied to them.

6.2 Fields Data Recovery gives an integrity percentage of any data recovered. This is an estimate only and is derived using specialist software that performs a file signature verification process. This is where the recovered files signatures are matched against their extension. This process does not guarantee the level of integrity and may vary depending on various factors including, but not limited to, the file type and whether or not it is encrypted. The percentage given is an estimate only.

6.3 Fields Data Recovery accepts no responsibility or liability whatsoever for the contents, integrity, functionality, corruption or usefulness of the data recovered.

6.4 Whilst every effort is made to recover as much data as possible from any media received and any specific files requested by the client the recovery process is such that it is not specific and the sale of data is generic and based purely on the amount of data recovered and the labour in recovering that data. Therefore, should the client wish to know what files have been recovered they should request a file list from their account manager in writing or by email. This is the client's responsibility and a file list will not be provided unless requested from Fields Data Recovery in writing or by email by the client. The file list shows the files recovered. Fields Data Recovery gives no guarantee as to the integrity of the data shown on the file list or any other data recovered.

## **7. Legality**

7.1 The client agrees that all media and its content provided to Fields Data Recovery is legal and the lawful possession of the client and that the client has the legal right to request data recovery services.

These Terms and Conditions were last modified on 4<sup>th</sup> January 2011.