

## **Data Recovery Services Terms and Conditions.**

Computer Science Labs is a trading name of Data Clinic Ltd., a UK registered company whose address details are as follows;

Registered office:	Principal Place of Business:-
James House, Stonecross Business Park, Warrington, WA3 3JD	The Pavilions, Bridge Hall Lane, Bury, Greater Manchester BL9 7NX.

In the following terms and conditions Data Clinic Ltd., is referred to under its trading name Computer Science Labs and in the first person plural. In engaging our services you acknowledge and agree to the following Terms and Conditions.

Please note these terms and conditions are subject to revision, please check as appropriate.

### **Engaging Our Services.**

Communication in relation to our services will be provided or received in person, in writing, by telephone and email we do not formally accept fax, mobile text messaging or web chat as a means of instruction.

You acknowledge that you have engaged Computer Science Labs to provide data recovery services from a device or devices that you have determined requires such services.

In the event we or our agents arrange a courier service, you agree that you will at your discretion insure your goods or otherwise, against loss or damage. We will not accept liability for the cost of the equipment should this equipment be lost, stolen or damaged.

We provide satellite offices at which you can present your goods to our agent for onward delivery to our principal place of business. You acknowledge and undertake to check our agents' terms and conditions that apply to this service.

You agree to package your goods adequately against harm or damage in transport and that all goods are clearly marked and addressed "for the attention of Data Clinic / Computer Science Labs" and bear the address of our principal place of business shown above.

You understand, agree and accept that the storage media, data and equipment that you are making available to us may be damaged or faulty and that our data recovery services can result in further loss or damage and that your equipment, system or data warranties may become void.

When you engage our services you agree that under these terms and conditions we at our absolute discretion reserve the right to subcontract the services offered to you.

On successful recovery of your data we will where practicable retain a copy of your recovered data for a period of no more than 14 days.

### **Returning Your Data to You.**

Computer Science Labs will provide a durable data storage medium of satisfactory quality for the return of your recovered data to you. No warranties, guarantees or title is passed in respect of this medium. Your sole remedy in respect of such medium is its repair or replacement within 14 days of its supply to you.

In the return of your goods and data to you, you agree to insure against, loss, theft, damage etc., and the consequences of such loss. You agree that Computer Science Labs bears no liability for any such loss how-so-ever occurring.

You will be offered a means of password protection and or data encryption that will militate against the malicious and or unwanted access to your data and for which additional fees will apply.

When you receive your data you must immediately verify this data and create a back-up copy of this data. Within 14 days of its supply and at our sole discretion we may provide further copies. You will be charged an additional fee for the provision of these copies, including the media on which it/they are supplied. We do not pass on any guarantees or warranty for such devices or products.

### **Representation and indemnification.**

Computer Science Labs is not liable to any third party for any loss suffered in connection with our Data Recovery Services, including but not limited to any damage to, loss or disclosure of data (including any incidental data stored on any equipment) or media furnished to Computer Science Labs, in connection with its data recovery services.

In engaging our services you the customer represent that you are in lawful possession of any data, devices and equipment and that you have full authority and a lawful purpose to request our services. You also represent that your data and/or equipment is not and is not to be involved in litigation, criminal proceedings or any criminal act and that your possession of such equipment or data is in compliance with data protection legislation.

You represent that you will defend at your expense, indemnify, and hold Computer Science Labs its agents and assigns harmless against any damages or expenses that may occur, including legal fees and pay any cost, damages, or attorneys' fees awarded against Computer Science Labs its agents or assigns.

You agree and represent that during or after this engagement you must not seek to employ, solicit or entice our employees or representatives to your employment either directly or indirectly. You agree that in making any representation to this effect that you will immediately pay to Data Clinic Ltd., a fee equal to twice the current annual remuneration of The Data Clinic Ltd., employee/s or representative/s and a fee equal to five times Data Clinic Ltd., employee/s or representative/s annual salary should they be found to be in your, your organisation, subdivision or associated company, direct or indirect employ within three years of this engagement.

### **Confidentiality.**

We comply with the General Data Protection Regulations and will keep your data and information you supply to us confidential to the extent that it we keep our own data confidential. A Non-Disclosure agreement can be made available on request and for which consideration will be made involving your specific imperatives however additional costs may apply.

### **Fee's and Payment.**

Based on the information you have provided to us you may receive an estimate of our fees in consideration of our data recovery services. This initial quotation estimate is not commercially binding.

You will be invoiced for circumstances where an initial fee is payable for services and shipping. These initial fees are payable immediately and prior to any work being undertaken. All such fees are non-refundable.

Once we have received your device or data storage system we will undertake a detailed evaluation of the work required to recover your data. You will receive a firm quotation for fees falling due in respect of our services and the use of any parts and return shipping. You must acknowledge and provide your agreement to these fees in writing prior to any obligations being undertaken by Computer Science Labs.

On your acceptance of the data we provide to you, you will be invoiced for all amounts requiring prompt payment. All such sums are due and payable in advance of shipping by Bank Transfer, Credit or Debit Card. Where a PayPal account is used you understand and agree that credit or debit card details will be processed by PayPal, our payment gateway provider, and will not be recorded on our payment system.

In all cases payment against invoices must be settled within 28 days of the invoice date. All Invoices outstanding beyond this date will be referred to our debt collection agent. All due payments are as such subject to surcharges and administration costs. You agree that you will also be responsible for all other charges and legal fees incurred as a result of your failure to discharge your debts within the agreed due period.

You acknowledge that by making payment you are satisfied with our services.

### **Cancellation.**

You may give notice to cancel our services in writing at any time prior to completion. You will be informed and agree to pay a proportion of the fee relating to the stage of recovery at the time of the cancellation.

You agree to Computer Science Labs undertaking its Services prior to the expiry of the 14 day period specified in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You agree that in providing your authority to undertake our recovery work you may not cancel.

### **Abandonment and disposal of equipment/data/media**

If you fail to provide us with instructions or payment for the return of any data, media, equipment or hardware (including but not limited to provision of an up-to-date address for delivery), We will retain such items for a maximum period of ninety (90) days after which such equipment will be considered abandoned by the Customer and we will dispose of or destroyed, including all data or media containing data.

### **Limitations of Liability.**

In the event you hand your equipment /storage media to an agent you agree that you are bound by the agents conditions of service and you agree to insure your goods against loss, damage or theft.

In the event we arrange a courier service through our agent, paid for or otherwise, you agree that you will at your discretion insure your goods or otherwise, against loss, damage or theft and you agree that we will not accept liability for the cost of the equipment or the value of your data should this be lost, stolen or damaged. We do not accept liability for the consequences of any such loss, any value or perceived value of the equipment, information or data stored on the equipment.

You the customer understand and acknowledge that Computer Science Labs, its agents and assigns bear no liability for any type of loss or damage to your data or equipment or the consequences of such loss.

You the customer agree that in this undertaking we do not offer guarantees or warranties of any kind whatsoever for work undertaken, equipment or data provided or for any advice or instruction offered. We do not offer any services that guarantee that the device, system or equipment you provide to us will be returned to you in a satisfactory working condition.

When services are provided at your location or at a location where the equipment you are responsible for is or has been deployed, you agree that we or our agents, bear no liability for any temporary or permanent failure of service, damage to equipment or for any act involving any third party, howsoever incurred.

In all events you understand that the extent of any liability to you is strictly limited to the fees you pay for our services.

### **Dispute:**

In the unlikely event a dispute arises that cannot be settled informally, both you and the supplier agree that such dispute will be resolved according to the laws of England.

## **Other Terms**

These Terms and Conditions and all associated contracts are governed by English Law and any related dispute or claim will be determined by the English courts (provided that this shall not exclude the right of a consumer in Scotland and Northern Ireland to bring claims there).

You agree that if any provision of these Terms and Conditions is held unenforceable, the validity of the remaining portions or provisions of these Terms and Conditions shall not be affected.

Before confirming your order you have agreed to these Terms and Conditions. Please print or save a copy for future reference. By clicking 'I have read and agree' via the Computer Science Labs order process or by sending your equipment to us you agree and accept these Terms and Conditions of engagement.

Acceptance of these Terms and Conditions constitutes the whole Agreement between the parties.

## **Data Protection**

The information provided by you will be held and used by Computer Science Labs who may use such information for administration purposes and may be disclosed to employees, agents or assigns of Computer Science Labs.