



Terms and Conditions

The Engagement.

You (the Client) engages 3EF Ltd and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimise the damage to, the equipment/data/media; and/or provide other services as may be requested by the Client from time to time. **Courier Collections**

Where requested and applicable 3EF Ltd can arrange for a collection on behalf of you the Client. In such instances we agree to pay the courier companies charges on behalf of the client. The carriage agreement remains between the Client and the courier company which 3EF Ltd may use from time to time. 3EF Ltd will not be held responsible for any loss, damages or consequential losses whilst your device is in transit using a pre-arranged service.

Confidentiality.

3EF Ltd will use any information contained in the data, media and/or equipment provided to 3EF Ltd by Customer ("Customer Information") only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer Information in the strictest confidence. Any Confidential Information disclosed by Customer under this agreement will remain the owner's sole property, and 3EF Ltd shall employ reasonable measures to prevent the unauthorised use of Customer Information, which measures shall not be less than those measures employed by 3EF Ltd in protecting its own confidential information. 3EF Ltd will not disclose Confidential Information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to 3EF Ltd) and not to any other party except as required by law. 3EF Ltd will employ appropriate technical and organisational measures to safeguard any Customer Information, including personal data, and will act only on the instruction of the Customer with respect to such information. The customer hereby agrees to the transfer of information to 3EF Ltd affiliates and suppliers worldwide as needed for the sole purpose of performing the engagement.

Payment.

Customer agrees to pay 3EF Ltd all sums authorised from time to time by the Client, which will typically include charges for 3EF Ltd services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement. Unless otherwise agreed to in advance by 3EF Ltd, all such sums are due and payable in advance, by company cheque, BACS transfer, or credit card / debit card.

Consent

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorisation if followed by written confirmation by 3EF Ltd at the earliest possible opportunity, and/or facsimile.

Acknowledgment of Existing Conditions.

Customer acknowledges that the equipment/data/media may be damaged prior to 3EF Ltd receipt, and Customer further acknowledges that the efforts of 3EF Ltd to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. 3EF Ltd regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during 3EF Ltd efforts to complete the Engagement.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

3EF LTD, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOODS OR SERVICES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND 3EF LTD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

Limitation of Liability; Limitation of Damages.

In no event will 3EF Ltd be liable for any damages whatsoever caused during the recovery process. The total liability of 3EF Ltd to Customer under this Agreement shall in no event exceed the total sums paid by the Client to 3EF Ltd. In cases where no payment has been made for a recovery service 3EF Ltd's liability will not exceed the cost of the hardware sent for data recovery. 3EF Ltd accept no responsibility for loss or damage to customer property before or after it leaves our workshops.

Customer's Representation and Indemnification.

Customer warrants to 3EF Ltd that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to 3EF Ltd, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold 3EF Ltd harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against 3EF Ltd resulting from Customer's breach of this section.

Diagnostic Fees

Unless advised, 3EF Ltd offer free diagnostics on all devices, however 3EF Ltd reserve the right to charge an upfront diagnostic fee where a drive has been opened and the warranty seals broken or where the required data has been damaged in some way which may prevent a successful recovery. This fee is £95 plus VAT.

Overwritten Data, Encryption and Data Obfuscation

3EF Ltd take on all recovery work based upon the information provided at the point of quotation. If it transpires that the data is protected in some way that may prevent recovery using standard recovery procedures all quoted fees will be payable providing that we are able to create and make available a cloned image of the hard drive. Where information regarding data protection, obfuscation or encryption is provided at the point of quotation a suitable price will be quoted that takes this into consideration. Where data has been overwritten by a process such as reinstallation of the operating system, formatting, data overwriting or secure erasure processes has been carried out without our prior knowledge all quoted recovery fees will be due regardless of the ability to produce the original data. Please make a sales or technical representative aware of any information that may prove relevant to your case prior to shipping the failed media to us, this way an accurate quote can be provided.

Recovered Data

Once a quoted Data Recovery fee has been accepted (normally by acceptance of these Terms and Conditions, the recovery fee will be payable in full upon demonstration of a successful recovery. The client agrees to pay 3EF Ltd not less than the price quoted. This does not affect the statutory rights of the client, nor does it apply in cases where a full recovery has not been achieved.

Non Disclosure

3EF Ltd hereby acknowledges that all information of any kind whatsoever whether prior to after or on the date of this Agreement in whatever form including but not limited to oral visual, pictorial, written, in machine-readable form (including electronic form on disc or tape or the like in whole or in part (the "Confidential Information") is to be kept strictly secret and confidential If in any doubt as to whether any particular information constitutes Confidential Information the Company should obtain written confirmation from you.

Disputes Regarding Returned Data

3EF Ltd as a matter of policy retains a copy of your data for ten working days subsequent to the data being returned to you. Any queries or disputes regarding the integrity or completeness of this data must be notified within this time period.

Return of Your Data and Property.

Where return carriage of recovered data or original equipment is required, unless included in a quoted price, and where the item weighs 8 Kilograms or less; a charge of £10 + vat will be made to cover courier carriage and any packaging required to achieve this. Items weighing more than 8KG will be quoted for on a case by case basis.

Miscellaneous.

The parties agree that this Agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. The parties agree that if any provision of this Agreement is held unenforceable, the validity of the remaining portions or provisions of the Agreement shall not be affected. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorised representative of each party. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter. No provisions in either party's purchase orders, or in any other standard business forms employed by either party will apply even if accepted by the other party.

Print Name:.....

Signature:.....