

SHIPPING DEVICE TERMS

The signatory....., owner or manager of the referenced device, proceed to send it to the company: Recovery Labs in order to recover the data stored in it.

The device will remain in Recovery Labs facilities under the following assumptions:

1. Customer owns and / or has the right to possession of the device, as the data contained therein. Recovery Labs is not responsible for matters relating to the ownership of goods and rights holders under this contract and / or the data contained therein.
2. Customer can't access totally or partially to the hard-drive data because the data or the device (or both) are damaged.
3. Due to the fact that the hardware and/or the data has already been declared as damaged, the client is admitting that the efforts from Recovery Labs, S.A. and/or its suppliers to analyze the data, prepare the estimation and perform the requested services can lead to the destruction or the occurrence of damages upon the device and/or its container. Therefore this exonerates Recovery Labs, S.A. and/or its suppliers of any responsibility for any additional damages that could occur to the device and/or the data during the data recovery attempt and the burning of them on a new storage device.
4. **PREVIOUS HANDLING:** In the case of your devices having been handled previously by a third party before arrival in our laboratories, Recovery Labs will apply an additional fee of €100 + TAXES. This fee can't be subject to any refund request (This amount has to be paid in advance in order the disk to be diagnosed).
5. **EXTRACTION AND STORAGE:** You only have to send the device in which the diagnosis will be performed. If the full computer chassis is sent 100€ will be charged before any diagnostic for extraction cost and components storage.

TIMES AND PERIODS:

ACCEPTATION-REFUSAL PERIOD: A 10 working days time-period is established from the reception of the diagnostic documents, in order for the client to accept or refuse the operation. Once this period is expired and if no answer has been given from the client's part, we will understand that the client does not wish to go ahead with the recovery process and the device will be passed onto our Laboratory Free Recycling Program. If the client wishes to request the return of the device, the client will have to request it expressly and assume all shipping costs.

A copy for the recovered data will be place in the Recovery Labs facilities fifteen calendar days from the sending date of the new device with the recovered data. Thus in the case that the recovery service doesn't satisfied the client, it is possible for us to carry out further tests on the

copy. If in this period no communication is received, Recovery Labs will understand that the recovery service has been of your total satisfaction and will proceed to the destruction of the copy.

STAY TIME OF THE ORIGINAL DEVICE: The storage device presented by the client will stay kept within Recovery Labs S.A. laboratories 15 days from the shipping date of the back-up disk with the data recovered. This stay-time is justified by the fact that in the case where the recovery does not give full satisfaction to the client, it would still be possible to proceed to new operations on the device; in order to apply other work methods, and in order to find the information required by the customer. In the case where the client asks for the return of his original device before the DEADLINE end of the 15 days stay-time, we will understand that the recovery has given full satisfaction and the recovery process would end with no possibility to re-initiate it, based upon the same quote.

RETURN REQUEST PERIOD: Once the data recovery process is concluded, there is a period of 10 days to request the return of the device. Once this period has passed if we have not received any return request for the device, it will enter the Free Recycling Program, making it totally impossible for any further demands.

RETURN PERIOD: Once we have received the device's Return Request Document the client has sent us, within a maximum of 5 working days Recovery Labs will proceed with the device's return.

RESPONSIBILITIES LIMITATION: Due to the fact that the hardware and/or the data has already been declared as damaged, the client is admitting that the efforts from Recovery Labs, S.A. and/or its suppliers to analyze the data, preparing the estimation and performing the requested services can lead to the destruction or the occurrence of damages upon the device and/or its container. Therefore this exonerates Recovery Labs, S.A. and/or its suppliers of any responsibility for any additional damages that could occur to the device and/or the data during the data recovery attempt and the burning of them on a new storage device.

Due to the nature of the present contract, and considering the circumstances attached to the handling of storage devices, Recovery Labs, S.A. do not guaranty the data recovery. Likewise Recovery Labs, S.A. and/or its suppliers are exonerated of any responsibility in the damages the device would suffer during sending or transportation. The client accepts that the responsibility lies with the shipping company and any discrepancies will have to be directed to the shipping company. The client is entitled to request on his own behalf and in writing a refund request.

The client engages himself to keep Recovery Labs, S.A. and/or its suppliers exempt of all and any kind of legal action due to damages that could originate from matters relative to the goods ownership and legal rights on the device object of this contract and the data contained on it.

SHIPPING TERMS: The delivery of the device from or to Recovery Labs S.A. facilities is not the purpose of this contract and it is responsibility of the client. The client can choose to bring the device personally to any of our facilities, or send it to us by the method it deems most appropriate.

However, for your convenience, Recovery Labs S.A. offers you their courier service without any additional cost. In addition, Recovery Labs will pay the shipping charges of sending the recovered data, but not the costs of returning the original device.

If the client chose this option, you expressly relieve Recovery Labs S.A. and/ or its suppliers from any liability for loss or damage that the device may suffer during shipment or transport, to or from any of our facilities, as well as lost profits or any consequences resulting therefrom. Customer accept that any action for damages must be directed against the carrier.

NOTIFICATIONS, REVIEWS AND JURISDICTION: Any revision or modification of these conditions shall be made in writing and signed by a legal representative of each parts of this contract.

This contract is subject to Spanish law, be governed by the provisions of the same for all matters nos expressly provided for it clauses.

For any incidences arising from the interpretation or execution of this contract, both parties expressly submit to the appropriate Courts of Recovery Labs registered office , renouncing any other jurisdiction that may apply.

DATA PROTECTION POLICY: You have the right to know, correct, cancel or oppose the treatment of information concerning and authorized that your data becomes part to Recovery Labs S.A. file – Marketing Department - C/ Severo Ochoa, 3 1º – 28232 Las Rozas (MADRID), to which you may exercise your rights. Also this information can be use to maintain a business relationship and receiving information and advertising of Recovery Labs products and services , and of others related to telecommunications, financial, leisure, training, consumer, automotive, energy, water and NGOs.

PRINT, COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR DEVICE

For questions or additional information on our services, please do not hesitate to contact our Customer Service Department at **(0)20 7108 6218** or ccare@recoverylabs.com. We will be delighted to assist you.

Thank you for trusting Recovery Labs.

Sincerely,

Customer Service Department



**ISO 9001:2008 Data Recovery Lab Certified,
Secure data deletion and Computer forensics.**

This message, its contents and any files transmitted with it are confidential/restricted and are intended solely and exclusively for the addressee. On the assumption that you are not the addressee or receive it by error, we would ask you to inform the sender by return at legal@recoverylabs.com or by telephone at +34 91 145 57 00 and proceed to erase it from your system. In this case, you must not use, file, copy, print or reveal the contents, or any attached files, to third parties. In the event of receiving a message which has been altered, changed or falsified by third parties, Recovery Labs and its affiliated companies shall remain exonerated from all responsibility for any damage which these might cause.