

Terms & Conditions

By accepting our services, you (“Recipient”) acknowledge and understand the following Terms & Conditions set forth by AesonLabs Data Recovery (“ADR”) and agree to abide by them until the end of your professional relationship with ADR or upon the completion of services provided by ADR.

1. Submission of Media

By submitting media, the Recipient authorizes ADR and their employees, partners, affiliates and subsidiaries, and any persons functioning under their permission or authority, to begin the data recovery process including all involved tasks necessary. The Recipient understands and agrees that ADR will not be held responsible for any damages acquired during shipping. The Recipient also understands and agrees that any damages acquired during shipping and delivery are a result of poor packaging, improperly followed shipping instructions provided by ADR, extreme weather conditions or unforeseen delivery circumstances, such as accidents and courier incompetencies, or any other circumstances that may cause damage - none of which ADR will be held accountable for.

2. Diagnostics

Upon receipt of your media, the Recipient understands that ADR will conduct thorough diagnostics during which time a quote will be set and is subject to change upon further assessment of your media. The Recipient also understands and agrees that during this stage of data recovery, additional replacement fees may apply.

3. Unresponsiveness

Once diagnostics have been completed, the Recipient will receive an email and/or phone call for a go-ahead to begin the recovery process. If attempts to contact the Recipient fail, or if ADR does not receive a confirmation within 2 weeks time (commencing from the first contact attempt), ADR reserves the right to dispose and/or salvage the Recipient’s damaged media as they see fit.

4. The Data Recovery Process

4.1

ADR does not guarantee the recovery of any data. The Recipient understands and agrees that their data may not be recovered. The Recipient also agrees that in the event that data may not be recovered from their media, ADR will not charge for their services however the Recipient is still required to pay replacement fees for replacement parts. The Recipient also understands the their media and/or data may be damaged during the data recovery process. The Recipient agrees that they will not hold ADR and any employees, affiliates, associates, legal representatives or any persons functioning under their permission or authority, responsible or accountable for the damages resulting from attempted data recovery.

4.2

The Recipient agrees and acknowledges that there is a chance that data may not be

recovered during the data recovery process or may only be recovered partially. In the event that only partial data has been recovered, ADR may choose, by their own discretion, to adjust the finalized price that was agreed upon by both parties prior to service commencement. The Recipient also understands that payment, whether in full or in adjusted form, is necessary for the receipt of any recovered data.

4.3

If the Recipient does not provide an alternate media storage device, ADR will store all recovered data on a new media storage device and will include an additional fee on top of your finalized price for the purchase of this new media device on which recovered data will be stored.

5. Return Time

The Recipient agrees and acknowledges that all diagnostic, recovery and return times provided either in person, via phone or through the ADR website are all approximate and may be subject to change depending on client location, delivery times and outstanding circumstances. The Recipient understands that the estimated times provided are not official dates nor promised return times.

6. Data Disposal

The Recipient acknowledges and agrees that if the agreed-upon full payment, or adjusted payment as set forth by ADR, is not made within 90 days of data recovery completion, ADR reserves the right to dispose of your original media and any recovered data or backups.

The Recipient also understands that unless they request otherwise, all damaged media will be disposed of after service completion.

7. Recovered Data

The Recipient understands that their recovered data will only be returned after their payment has been processed. The Recipient also reserves the right to ask for the return of their original media.

The Recipient agrees that ADR will not be held responsible or accountable for any damages that may occur during return shipment or delivery including, but not limited to, extreme weather conditions, unforeseen delivery circumstances, accidents or courier incompetencies.

8. Payments

The Recipient understands that data may not be recovered during the retrieval process. In the event that data is partially recovered, partial being anywhere from one file to most, ADR may reduce the finalized price and a payment of this adjusted price is still required for

the return of any recovered data. The Recipient also agrees to fulfill their part of the contract by completing the full or adjusted payment after the retrieval process even if some data may still be missing, corrupt, unattainable or lost. By processing the commitment deposits you legally bind yourself to go ahead with the recovery, audio restoration, enhancement or any other service you may request with us. All outstanding invoices must be cleared and paid for once the requested service has been completed and released.

9. Refunds

AesonLabs Data Recovery does not provide refunds for completed services or for additional replacements fees, donor drives and any other components that were purchased during recovery services.

10. Warranty

If the Recipient does not provide an alternate media storage device, all their recovered data will be uploaded onto a media storage device provided by ADR for which an additional charge will apply. The media storage device provided by ADR has a 30-day warranty and will be replaced should it fail within a 30-day period starting from the day of receipt by the Recipient. Recovered data that was lost as a result of a failed media storage device will also be replaced free of charge within the 30-day warranty period. ADR will not replace media storage devices that have been damaged or otherwise rendered non-functioning due to any reason other than a manufacturer's defect.

By agreeing to these Terms & Conditions, the Recipient hereby releases, discharges and agrees to save harmless AesonLabs Data Recovery, their heirs, legal representatives or assigns, affiliates, employees, partners and all persons functioning under their permission or authority, or those for whom they are functioning, from any liability of any failure, intentional or otherwise, to recover data and/or any damage, intentional or otherwise, for all media types including, but not limited to: hard drives, flash drives, USBs, RAID/servers, databases, desktop and laptop computers, CDs, floppy disks, mobile devices, portable devices, tapes, personal folder files or any other media submitted to ADR by the Recipient.

By agreeing to these Terms & Conditions the Recipient also warrants that they are of legal age of majority in their country of residence and are the legal owner or the authorized representative of the legal owner of the media and/or device that will be submitted.