



## Terms and Conditions

### The Engagement.

Customer engages ABC Data Recovery Ltd, Ltd. ("ABC Data Recovery 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 Customer from time to time.

### Confidentiality.

ABC Data Recovery Ltd will use any information contained in the data, media and/or equipment provided to ABC Data Recovery 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 ABC Data Recovery Ltd shall employ reasonable measures to prevent the unauthorised use of Customer Information, which measures shall not be less than those measures employed by ABC Data Recovery Ltd in protecting its own confidential information. ABC Data Recovery Ltd will not disclose Confidential Information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to ABC Data Recovery Ltd) and not to any other party except as required by law. ABC Data Recovery 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. ABC Data Recovery Ltd is part of a worldwide organisation and Customer hereby agrees to the transfer of information to ABC Data Recovery Ltd affiliates and suppliers worldwide as needed for the sole purpose of performing the engagement.

### Payment.

Customer agrees to pay ABC Data Recovery Ltd all sums authorised from time to time by Customer, which will typically include charges for ABC Data Recovery 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 ABC Data Recovery Ltd, all such sums are due and payable in advance, by company check, bank wire transfer, or credit 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 ABC Data Recovery 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 ABC Data Recovery Ltd receipt, and Customer further acknowledges that the efforts of ABC Data Recovery Ltd to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. ABC Data Recovery Ltd regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during ABC Data Recovery Ltd efforts to complete the Engagement.

### NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

ABC DATA RECOVERY LTD, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND ABC DATA RECOVERY 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 ABC Data Recovery Ltd be liable for any indirect damages whatsoever. The total liability of ABC Data Recovery Ltd to Customer under this Agreement shall in no event exceed the total sums paid by Customer to ABC Data Recovery Ltd.

### Customer's Representation and Indemnification.

Customer warrants to ABC Data Recovery Ltd that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to ABC Data Recovery 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 ABC Data Recovery Ltd harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against ABC Data Recovery Ltd resulting from Customer's breach of this section.

### 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.

Signed Customer.....

Print Name.....

**Please upload this form when applying for an online account with us, or fax to 0114 275 4358 with the following fax header "Account application terms and Conditions"**