

## RECOVERY SQUAD TERMS AND CONDITIONS

### **1. TERMS AND CONDITIONS SUMMARY**

- 1.1. By paying assessment fee , you as the customer agree to our terms and conditions outlined below and understand that your initial assessment fee is for our team to evaluate the media and provide a quote for data recovery. This is not the recovery fee and there will be no refund if you decide that Recovery Squad do not proceed with the recovery .

### **2. THE ENGAGEMENT**

- 2.1. The customer confirms and warrants that he/she is the legal owner of the presented media to Recovery Squad for recovery purpose.
- 2.2. The customer authorises Recovery Squad to use our preferred courier services to transfer the media from customer to our data recovery facility and send it back with the same courier.

### **3. PRIVACY POLICY**

- 3.1. Privacy and confidentiality of customer's data is our first priority and we keep all the data confidential.

### **4. CONFIDENTIALITY**

- 4.1. Recovery Squad will use the information provided by the customer in the assessment form only for the purpose of data recovery procedure and will use its best efforts to treat customer's information as strictly confidential.

### **5. SECURITY**

- 5.1. Our website has security measures in place to protect the loss, misuse, and alteration of the information under our control. This security involves secured server SSL encryption of data.

### **6. PAYMENT**

- 6.1. We charge a non-refundable assessment fee for all cases to provide a quote. Our terms of payment is 7 days after issuing the final invoice. 15% late payment penalties will apply after due date and if payment is not received after 30 days we have to recover the debt by using our debt collection agencies and court system and the customer will be liable for all legal costs incurred .
- 6.2. Recovery Squad will provide the full recovered data after receiving the full payment. Account settlement can be through a mutual agreement for settling by instalment.
- 6.3. We strive to recover your data with minimum cost but in some cases such as mechanical failure or controller fault we might need to use more advanced methods at a higher cost. Such cases will be communicated to the customer and he/she has no obligation to accept the higher quote.
- 6.4. For some complicated cases based on the assessment level of complication , we will ask for an attempting fee to cover the cost of our technician's time/spare parts and efforts to recover your data. Such cases will be discussed with the customer before commencing the recovery process ; if the recovery is successful , we charge the remaining balance of the quoted fee; otherwise, no more payment is required and we keep the attempting fee .

### **7. LIMITAION OF LIABILITY , LIMITATION OF DAMAGES**

- 7.1. All electronic devices including but not limited to hard drives , SSD , USB , phones and SD cards can fail while in our possession under the recovery process therefore the customer fully understands it and will not hold us responsible for such cases .
- 7.2. We are not liable for any loss of data / revenue / profit as a result of data recovery service provided by us.
- 7.3. We have standard ,safe and secure data recovery procedures to minimise the risk of data loss or erasing data by mistake but we will not be held liable in case of any data loss during the recovery tasks by our staff and we will not pay any refund or compensation due to any mistake or human error .
- 7.4. We will give 2 notices to customers to collect any media left in Recovery Squad office and will keep it for a maximum of 60 days .We will securely dispose / reuse or recycle any left over after that time period and we will not be liable to customer or any other third party.

### **8. DATA RECOVERY PROCESS**

- 8.1. We ask you to provide a priority for the targeted data , in most cases we recover full data , in some cases we can do a partial recovery and in case of any physical damage such as platter deep scratches no data can be recovered.
- 8.2. Recovery Squad will start recovering your data immediately after your job confirmation , if the customer changes his/her mind and asks us to cancel or stop recovery for any reason during our work , 50% of quoted recovery cost will apply to cancel the job and the original media will be returned to the customer after receiving the fund.

- 8.3. We have a very high success rate with proven record in data recovery in Australia but we cannot guarantee 100% recovery in all cases as there are multiple complications based on media damages and therefore there might be a partial recovery or a failed recovery.