



## Data Recovery Terms & conditions



- 1) Data recovery is based upon data that is physically readable on the storage media, which is not necessarily the full amount of data that originally stored. A.K.Computers makes no warranties in terms of usability of recovered files ,even though files seems to be 100% logically correct.
- 2) Taking on assignment of analysis , A.K.Computers does not guarantee that full data recovery is possible. A.K.Computers is only obliged to use its best efforts to identify the problem ,estimate time of recovery work & costs of data recovery
- 3) Customer is aware that any use of utilities or attempt of self repair / recovery (like CHKDSK) prior to arrival at A.K.Computers may have caused damage to data which may affect usability of recovered data.
- 4) Customer understands that Data recovery cannot be guaranteed & is not promised or guaranteed ,some data cannot be recovered.
- 5) In no event A.K.Computers will be liable for any loss of data or loss of revenue or profits or any special , including or consequential damages caused in connection with agreement or any service provided by A.K.Computers ,Its associates ,Contractors , or transporters.
- 6) In any event maximum overall liability of A.K.Computers shall be to refund the amount taken as service charges /advance payments. Without prejudice in no event shall A.K.Computers , there representatives be liable for any direct , indirect or consequential damages ,costs, expenses or losses of whatever nature ,including but not limited to loss of profit or loss of business pertaining to the services to the customer.
- 7) A.K.Computers takes maximum care while handling , storing and processing media using most scientific methods. Customer understands that due to technical limitations (in engineering design of drive /firmware & its electronics) data recovery is not possible for certain drives.
- 8) In case disk is opened for internal work ,it may void manufacturer warranty . Customer is well aware of consequences of opening disk drive .
- 9) This Service is provided "AS is" with all faults at your sole risk. We do not extend any express warranties / representations or guarantees regarding our services or their results.

10) Due to the nature of data recovery ,A.K.Computers technicians or its agents ,associates may be required to carry physical work on the media. The client understands that the media /data/equipment made available to A.K.Computers is already damaged ,that recovery efforts may result in further damage.

11) Confidentiality Agreement /Non disclosure

A.K.Computers understands that the data contained on your media is confidential .A.K.Computers operates on an unwritten non–disclosure agreement. If you have a Non-disclosure agreement you would like for us to sign, pls. send it .

12) Any Media /property left with A.K.Computers over 30 days will be disposed off without further notification. Customer is sole responsible for the same. In no event for whatsoever reason no argument will be entertained .Customer has to make necessary arrangements prior sending media to a.k.computers



## **Commercial – Payment & other Terms & conditions**



- 1) You are responsible for making arrangements to send and collect device from our location in our prior scheduled time only.
- 2) You are aware of loss of device /data dispatched to us in transit. A.K.Computers is not responsible for loss of hard disk /data sent or once device leaves its facility. A.K.Computers have no control on such issues which are beyond scope of its work .
- 3) Customer has to give approval for Data recovery maximum within 8 working days. Recovered data & disk must be collected within 8 working days by making 100% payment. .No argument will be entertained in this regard. If not approved customer must collect hard disk within 8 working days. A.K.Computers is not responsible for loss of device / Data if device is not collected within 8 working days. Diagnostics charges Rs.1000+Service tax or more are applicable if disk is not collected within specified time.

Data Approval Timeframe Maximum --- 8 Working Days

Completion of Commercials like PO / Payment --- 8 Working Days

Non Approved Media must be collected within --- 8 working Days

- 4) Payment 100 % in advance after verification of data either a) through remote connection b) in person at our lab only.
- 5) Data can be made available for dispatch only after receipt of full payment. In no event data can be made available unless full payment is received no matter how much time bound data is. You are requested to consult your purchase /finance dept. & make necessary arrangements.
- 6) Work will begin only after receipt of signed /stamped PO with clear mention of payment terms.
- 7) Validity of quotation for 8 working days & till Disk is with us. Quotation Stands Void If Disk is taken Out of our Lab whatsoever small time.
- 8) A.K.Computers will send soft copy of proforma invoice only. In any case we will not be able to give / courier hard copy of invoice .Hard copy will be given only once after payment is received. However you can arrange your person /courier to collect proforma invoice from our office.
- 13) Diagnostics charges where applicable are to be paid prior to release of media back.



**AGREEMENT FOR ACCEPTANCE OF ALL TERMS & CONDITIONS**



**To be signed & Stamped by Senior Management (CEO / MD /Director)**

I/we grant permission to A.K.Computers to perform as a final step any action they deem necessary to attempt to repair my hard drive. I understand that this procedure is a final attempt towards the recovery of data from the hard drive and could result in loss of part, or all, of the data stored thereon and that Right Solutions make no warranty or guarantee as to the success of its attempts. I agree not to hold A.K.Computers liable for any such data loss ,which may occur during or as a result of our process.

Furthermore, I release A.K.Computers from any liability for any data loss, media failure or damage which may occur during, or as a result of, this procedure. I also understand that, even if the drive is successfully recovered, there is a possibility that individual files and

directories on the drive may still be inaccessible due to the type of damage originally sustained. A.K.Computers is not Liable for loss of media/ Laptops or other Media nor any compensation claims either Intellectual property (IP) or the cost of media as a whole.

Customer warrants to A.K.Computers that the Services requested pursuant to this agreement are not related to or in connecting with **Forensic Data recovery** for the collection preservation ,analysis and presentation of computer related evidence nor for any pending **litigation matters including but not limited to criminal cases ,civil litigation ,and human resource and employment proceedings**. Client shall immediately notify A.k.Computers if the media or hardware provided to A.K.Computers for data recovery is the subject of any pending litigation or forensic investigation

Client and A.K.Computers agree that the sole and exclusive remedy for disputes relating to services provided pursuant to this agreement shall be at A.k.Computers option, additional attempts by engineers of A.K.Computers to recover satisfactory data or to refund the amount paid by client in full or part. A.K.Computers will retain clients recovered data for a period of max. seven (7) days from the date of dispatch. During this A.K.Computer will provide further copies upon written request. Any media left after 30 days will be securely disposed of in an appropriate manner and in no event will A.K.Computers be liable to client or any third party whatsoever for the data or media.

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

I/we undersigned are the legal owner of the device described above and/ or an officer of the above named company empowered by its governing body, to act in its behalf. I also assure that crashed device does not contain any explicit material prohibited by law .I am solely responsible for content of the media & in no event for whatsoever reason will held A.K.Computer liable for the same.

I / We have read above terms and conditions and have unconditionally accepted them. We give our consent to A.K.Computers to perform data recovery process / Diagnostics

FOR

Signing Authority 1

Signing Authority 2

Dept. Head/ Project Head

Senior Purchase Manager

Signing Authority 3

IT head /VP – IT / Director/ CEO /CTO

FOR A.K.Computers