

## **Terms of Service**

Please read these terms of service ("Terms") carefully. By using data recovery services ("Services") provided by Alfa Lab DMCC you are agreeing to the Terms below.

### **Data Confidentiality**

All Services performed by Alfa Lab DMCC are confidential. We will not disclose Customer Information no way except as required by law. NDA can be signed upon request.

# **Acknowledgment of Existing Condition and Limitation of Liability**

You acknowledge that media or data are already damaged prior to our receipt. In no case will Alfa Lab DMCC or any supplier, contractor, employee or agent be liable for any harm whatsoever whether direct, indirect, incidental, consequential damages however caused (including damages for loss of business profits, business interruption, loss of business or personal information or data). This disclaimer shall apply to any and all damages and to the maximum extent permitted by applicable law.

#### **Service Limitations and Disclaimer of Warranties**

We will provide reasonable efforts to provide the Service to the maximum extent possible. Customer understands and agrees that data recovery cannot be guaranteed. Alfa Lab DMCC grants no warranties regarding the Services of any kind and all Services are provided on "as-is" basis at Customer's sole risk. All implied warranties (including the warranties of merchantability and fitness for a particular purpose) are disclaimed.

# **Lawful Ownership Acknowledgment**

Customer warrants that he/she is in lawful possession of all data and media made available to Alfa Lab DMCC by Customer.

### **Turnabout Time**

Turnabout time is estimated after diagnostic. We'll do our best to provide the Services at the shortest possible timeline but may be extended during the process depending on the condition of the media. Customer can collect his/her media any time upon request.

# **Payment Terms**

Customer will receive data after he/she has paid for the Services and related costs (service fee, material costs, new media costs and shipping costs if applicable). If we are unable to recover any data we will not charge you for the Services. If we are able to recover part of your data you may choose to receive the recovered data for the agreed fee.

Customer will be charged a quoted data recovery fee and agrees to be responsible for all media and shipping charges and all risks of loss during shipping. In case data is deemed unrecoverable Customer will pay all shipping charges associated with the return of the unrecoverable media.