

Fields Data Recovery Client Terms and Conditions of Service.

1. General Information.

- 1.1. In these terms and conditions, references to “Fields” relates to Fields Data Recovery UK &/or Fields Associates Ltd. The term “Client” or “Customer” relates to any person, firm, company or any other party that sends media to Fields Data Recovery for diagnostics or data recovery.
- 1.2. As part of its diagnostic process, Fields Data Recovery agree to use its best commercial knowledge and expertise to determine the likelihood and where possible the volume of recoverable data from the client’s media.
- 1.3. As part of its recovery process, Fields Data Recovery will endeavour to retrieve or replicate the maximum amount of data from the client’s media.
- 1.4. Fields Data Recovery’s days of business are defined as Monday to Friday, excluding any public Holidays. Business hours are defined as 9.00AM to 5.30PM. Data Recovery services may be provided outside of these hours. Any diagnostic &/or recovery services provided outside of these hours, shall be carried out at an agreed rate, on a case-by-case basis.
- 1.5. Fields Data Recovery will use all reasonable endeavours to meet relevant response times. However, failure to meet any response times is not the essence of any contractual obligation.

2. Estimates, Quotations and Payments.

- 2.1. All Fixed Price Quotations offered by Fields Data Recovery are valid for a period of seven days, unless otherwise stated. After this period the quotation may alter without notification.
- 2.2. All prices quoted by representatives of Fields Data Recovery are exclusive of VAT (currently 17.5% of the total amount payable).
- 2.3. Acceptance of a quotation may be given in writing, verbally in person or via telephone, facsimile or electronic mail. Fields Data Recovery reserves the right not to commence any recovery work until approval is given.
- 2.4. In the event the client decides not to proceed with the recovery of data, once approval has been given, Fields Data Recovery reserve the right to charge the client for any work and / or parts used to date. This charge is at the discretion of Fields Data Recovery, and may be equal to, but not exceed the total approved amount for the recovery process.
- 2.5. The client understands that payment is due in full upon completion of the data recovery process and prior to release of data &/or original media (whether shipped, picked up or downloaded), unless by special previous arrangement. Payment can be made via Credit/ Debit card (VISA, MasterCard, American Express, Switch, Maestro, Electron etc), company or personal cheque or bank transfers. On occasions Fields Data Recovery reserves the right to express the payment must be cleared in full before the data is released to the client.
- 2.6. Fields Data Recovery reserves the right to charge interest and /or administration fees for any payments outstanding after the specified due date. The current interest rates charged by Fields Data Recovery is 1.5% for each month the payment is outstanding. The current rate charged for administration are as follows: late payment £75 for each calendar month outstanding, £10 for each telephone communication regarding outstanding balance, £30 for each letter issued regarding outstanding balance and £10 for a copy invoice. All amounts listed exclude VAT.

3. Confidentiality.

- 3.1. As part of its confidentiality policy, Fields Data Recovery agrees not to disclose any / all information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of Fields Data Recovery subject to confidentiality agreements or as required by law, without the consent of the client.
- 3.2. Fields Data Recovery agrees to only use authorised data recovery engineers, and that all media supplied to Fields Data Recovery will be stored in a secure manner at one of its premises. The client understands that the location of storage may not be the same as the location which the media was originally shipped to.
- 3.3. All data recovered from a client's media is stored on secure servers in accordance with the Data Protection Act 1998.

4. Partnership Programme

- 4.1. (This section only applies to clients who are a member of Fields Data Recovery's partnership or Affiliate programme.)
- 4.2. The affiliate will endeavour to refer all potential data recovery business to Fields Data Recovery.
- 4.3. Fields Data Recovery requires fourteen days notice from the affiliate in the event of a termination of the affiliate relationship. Fields Data Recovery agrees to provide all affiliates with fourteen days notice in the event it wishes to terminate a relationship.
- 4.4. An affiliate will be paid commission on all business that results in a sale. The commission will be a paid at an agreed rate of the pre VAT figure charge to the client. The minimum commission rate is £10 per referral; no maximum commission limit applies. All payments will be made within 30 days after receipt of an invoice to Fields Data Recovery for the agreed amount. Commission rates may be reviewed at any point without prior notice at the discretion of Fields Data Recovery. Commission rates may vary dependant upon the volumes of successful referrals.
- 4.5. From time to time Fields Data Recovery may distribute marketing material. The affiliate agrees to only distribute Fields Data Recovery's authorised marketing material, unless otherwise agreed by their account manager. The Fields brand can only be used with the prior written notification from Fields Data Recovery.
- 4.6. The affiliate will have access to updates via Fields Data Recovery's online affiliate area. (<http://www.fields-data-recovery.co.uk/affiliates>). Using this area Fields Data Recovery agrees to make available to the affiliate information such as but limited to Commission rates, job status updates and general account information. Affiliates are accountable for the disclosure of their user access credentials. Fields Data Recovery cannot be held accountable or liable for any inaccuracies at any time. Fields Data Recovery agrees to provide full written & / or verbal information in the event of any discrepancies.

5. Diagnostics and Recovery Processes.

- 5.1. All diagnostic reports are provided to the client via telephone or electronic mail, unless otherwise agreed by a representative of Fields Data Recovery.
- 5.2. Due to the nature of data recovery, our technicians may be required to carry out physical work on the media. The client understands that the media/ data/ equipment you are making available to Fields Data Recovery is already damaged, that data recovery efforts may result in further damage, that your media and/or equipment warranties may become void and that Fields Data Recovery is not responsible for this or any other type of damage.
- 5.3. The client is aware that on occasions, Fields Data Recovery may be required to use additional media to continue with the diagnostic phase and / or carry out its recovery efforts. Examples of this include but are not limited to, spare parts for disk drives and specific adaptors or connectors. Fields Data Recovery reserves the right to charge the client for such additional media, at an agreed cost.

- 5.4. On rare occasions, Fields Data Recovery may require the client to cover some of the cost in attempting the recovery. This only applies when the recovery is complex or when severe damage has occurred. However, these are always provided as part of a no obligation, fixed price quotation, but are not offered as part of Fields Data Recovery's "no recovery, no fee" service.
- 5.5. Fields Data Recovery agrees that any payment for a recovery will only be processed in the event that data is successfully recovered from the client's media. The client understands that due to the complex nature of data recovery, it is not always possible to recover all the information from the client's media. Fields Data Recovery makes no provision for the completeness, relevance or importance of the data recovered for the client unless otherwise agreed in writing by Fields Data Recovery and the client.

6. Performance, Delivery & Carriage.

- 6.1. Fields Data Recovery agrees to return all recovered data on suitable media. Examples of this include but not limited to CD-ROM, DVD-r or a replacement hard drive. As part of its standard data recovery service, Fields Data Recovery currently returns a maximum of 3GB of data on CD-ROM and 30GB of data on DVD-r. Fields Data Recovery reserve the right to refuse or charge the client an agreed amount for returning data on these forms of media when the recovered data exceeds these limits. The client must pay an agreed amount for any replacement media and this amount is in addition to the costs agreed for the data recovery service unless otherwise agreed in writing by a representative of Fields Data Recovery.
- 6.2. All replacement media has a warrantee period of seven calendar days from the date of dispatch from one of Fields Data Recovery offices. During which time Fields Data Recovery will replace or repair any goods deemed to be faulty. After which time, any warrantees lay solely with the manufacturer of the goods and NOT with Fields Data Recovery. After three working days, any data recovery needed from any return media shall be charged at Fields Data Recovery's standard rate.
- 6.3. All data recovered by Fields Data Recovery is returned to the client via a next day traceable service. Example of this include, but not limited to Royal Mail Special Delivery, Business Post, UPS, TNT or City Link next day delivery. Other arrangements for return of client's data, may be arranged, however on occasions Fields Data Recovery reserve the right to charge the client for the postal service provided and any associated administration fees. This charge is in addition to the charge agreed for the data recovery process.
- 6.4. Fields Data Recovery holds no responsibility for delays caused as a result of the postal network. In these circumstances no compensation will be given for loss of profits, inconvenience etc unless previously agreed by Fields Data Recovery.
- 6.5. The client agrees to inspect or to procure to inspect the goods delivered at the earliest opportunity after delivery or attempted delivery and in any event within five calendar days of delivery or attempted delivery. Any claims for shortfall in delivery of goods, or claims that the goods do not comply with the order agreed with Fields Data Recovery must be notified in writing within seven calendar days of delivery. Claims made outside of this time period may only be resolved at the discretion of Fields Data Recovery.
- 6.6. Fields Data Recovery will retain a copy of your recovered data for a period of seven days from the date of dispatch. During this period Fields Data Recovery will answer any queries concerning the recovered data and, if required, provide further copies. On occasions, with the client's consent Fields Data Recovery may retain a copy of your recovered data &/or digital image beyond this point. In circumstances such as these Fields Data Recovery reserves the right to charge a fee for duplicate copies of data, data storage, management and security.
- 6.7. The client and Fields Data Recovery agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Fields Data Recovery's option, additional attempts by engineer's of Fields Data Recovery to recover satisfactory data or to refund the amount paid by the client in full or part. The said parties acknowledge that the price of Fields Data Recovery's services could be much greater if Fields Data Recovery undertook more extensive liability.
- 6.8. All media sent to Fields for data recovery is retained within one of its international offices for a period of fourteen days after the completion of the data recovery service. During this time period, the client may request their media returning. Fields Data Recovery reserves the right to charge a fee

to cover the cost of postage &/or packaging in these circumstances. Any media left with Fields Data Recovery after this time will be securely disposed of in an ecological manner. At which time, Fields Data Recovery shall hold no liability to the client or any third party.

- 6.9. The client understands that all media returned as part of Fields Data Recovery's free return service is provided via Royal Mail's standard postal service, unless otherwise agreed by a representative of Fields Data Recovery. As this service is non-traceable, Fields Data Recovery holds no responsibility for any media lost or damaged within the postal network.
- 6.10. The client understand that Fields Data Recovery does not offer any guarantees or warranties of any kind and that the extent of any Fields Data Recovery's liability to the client is strictly limited to the fees you pay Fields Data Recovery for its data recovery service.

7. Legality.

- 7.1. The client agrees that all media and its content provided to Fields Data Recovery is legal and the lawful possession of the client and that the client has the legal right to request data recovery services, as described under the Laws of England and Wales.

These Terms and Conditions were last modified on 20th June 2005.