



Data Recovery Terms & Conditions

Our data recovery services are performed under the following terms and conditions. This is the complete agreement between the Client (“you”) and CPR Tools, Inc.

(“CPR Tools”). CPR Tools must approve any modification to this Service Agreement in writing.

Service Authorization

You hereby engage CPR Tools, and/or its suppliers when applicable, to use all commercially reasonable efforts to determine the existence and extent of recoverable data on your media (“Evaluation”) and retrieve and/or provide access to your recoverable data (“Data Recovery”) (collectively, the ‘Engagement’)

Data Confidentiality

Information contained in your data/media (“Client Information”) will be used by CPR Tools only for the purpose of fulfilling this Engagement, and will otherwise be held in confidence by CPR Tools. These confidentiality obligations shall not apply to any information which enters the public domain through no fault of CPR Tools, which was known to CPR Tools prior to receipt from you, which is disclosed to CPR Tools by a third party (other than employees or agents of either party) which to CPR Tools’ knowledge in making such information available to CPR Tools is not in violation of any confidentiality obligation to you, which is independently developed by CPR Tools without recourse to the Client Information, or which is used by CPR Tools in any legal process. This confidentiality agreement may be breached by CPR Tools at any time when Client Information is found to contain data such as child pornography or information that is detrimental to national security of the United States of America.

Payment Terms

You will be charged a quoted Evaluation Fee or Data Recovery Fee and you agree to be responsible for all media, shipping and handling charges and all risk of loss during shipping. You agree to pay all charges quoted, plus applicable shipping charges, as well as taxes and similar charges when required. No services will be performed and no charges incurred unless you consent by agreeing to this Service Agreement. Additionally, in the event data is deemed unrecoverable, you agree to pay all shipping charges associated with the return of the unrecoverable media to you. In the event you decide not to have your media returned, or you fail to provide payment for return shipping, the media/data/equipment will be destroyed 30 days after any evaluations or recovery attempts have been completed.

1. Payment Method – For amounts greater than \$5,000 a deposit of 10% will be required before any work will commence. A company or personal check, cashier’s check or bank wire will be required. Credit cards will not be accepted for payment on amounts over \$5,000.



2. Payment Due – Full payment is due upon completion and must be made within ten (10) business days of receiving notification of final payment request unless prior arrangements are made in advance.
3. No Refunds – CPR Tools will not issue refunds for any payments made by you for data recovery

Limitation Of Liability

You acknowledge that the media/data/equipment you are making available to CPR Tools is already damaged, that data recovery efforts can potentially result in further damage, and that CPR Tools is not responsible for this or any other type of damage, including damage to or failures by equipment or media furnished by CPR Tools. Under no circumstances shall CPR Tools be liable to the client in contract, strict liability, warranty, tort or otherwise, for any special, indirect, incidental or consequential damages, such as (but not limited to) delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment or systems.

CPR TOOLS WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, AND THE LIKE) ARISING OUT OF THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER, EVEN IF CPR TOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Lawful Ownership Acknowledgement

You warrant and represent and warrant to CPR Tools that you are in lawful possession of all data, media and/or equipment you make available to CPR Tools, and that you have a lawful purpose to engage CPR Tools for the Engagement. If you are requesting any Deletion services of any kind whatsoever, you hereby warrant and represent that such data is not involved in any current or anticipated legal proceeding, investigation or government inquiry. You agree to indemnify and hold CPR Tools harmless from any and all claims, liabilities, costs (including attorneys' fees) and damages of any kind related to this Service Agreement.

Service Warranty

You agree that CPR Tools grants no warranties regarding its services of any kind, and all services are provided on an "as-is" basis. Any issues regarding recovered data (either data corruption or incomplete recoveries) must be addressed within 10 business days of the completed and shipped recovery. After 10 business days your recovered data will be qualified as acceptable, and it will be removed from our servers. Any additional recovery attempts will be subject to additional recovery charges. CPR Tools will focus on the file types or specific file names specified within the form when you created your data recovery case. If no specifications are made then a generalized recovery of all available data will be made and this may or may not



include data that may be deemed desirable by you. ALL IMPLIED WARRANTIES (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED.

Governing Law and Dispute Resolution

The enforceability, validity, construction, and operation of this Agreement, and all of its terms, shall be determined according to the laws of the State of Florida.

Mediation / Arbitration:

1. If a dispute arises out of or relates to this Engagement, or the breach thereof, and if said dispute cannot be settled through negotiation, CPR Tools and the Client (you) agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.
2. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation within thirty (30) calendar days shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration shall be conducted in the English language in the City of Fort Myers, Florida (unless another location can be agreed upon by the parties), in accordance with the United States Arbitration Act. There shall be one arbitrator, named in accordance with such rules. The award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based.

Unrecoverable Data

Should your data be deemed completely “Unrecoverable”; or you simply elect not to have your data recovered, return shipping charges and expedite fees (if applicable) will remain your responsibility. “Unrecoverable” means that there is mechanical failure or severe data corruption in the media that precludes access to any data on the media by any means within CPR Tools capability. This definition does not apply in cases where ‘desired’ data was not specified when your data recovery case was created.

Abandoned Equipment

When a recovery is considered complete, whether data is recovered or unrecoverable, we will contact the Client to schedule delivery and payment. If we are unable to contact the Client or the Client does not respond we will continue to try to contact the client via the methods the Client specified when initiating the recovery for a period of six (6) months. After six (6) months we will consider the equipment abandoned and we will dispose of the equipment IAW with applicable laws of the State of Florida.