

# TERMS AND CONDITIONS FOR SYNERGY DATA RECOVERY

## 1. OUR TERMS

Unless otherwise agreed to in writing, these Terms and Conditions “Terms and Conditions” oversee the supply of Services “Services” to you by Synergy Data Recovery LLC **d/b/a “Synergy Data Recovery”** (SDR) and its subsidiaries.

1.1 These terms establish the agreement “Agreement” in its entirety between the customer/purchaser of the services described hereinafter with Synergy Data Recovery LLC “Synergy Data Recovery.” By appointing Synergy Data Recovery to provide these services, Customer acknowledges and agrees to this agreement.

1.2 For purposes of this agreement language used in these terms such as “we” and “us” refer to all persons who are employed by or through Synergy Data Recovery, while any person or entity who engages in the services of Synergy Data Recovery shall be hereinafter referred to as “Customer” and “you.” By visiting any of our websites, filling out an inquiry, or shipping a device to Synergy Data Recovery, you are engaging in/using our services and therefore agreeing to these terms.

## 2. CUSTOMER CONSENT AND ACKNOWLEDGEMENTS

2.1 Any Customer, or those acting in place of the customer, together with these Terms acknowledges and consents to us that:

- A. You are legally capable of entering into binding contracts and are doing so by using any Services provided by Synergy Data Recovery LLC.
- B. You are the rightful owner of the Media and/or have the authority from the owner of the Media for us to perform any Services deemed necessary.
- C. If you are acting on behalf of a business, you are legally authorized to enter into these Terms and Conditions for the business in which you are representing.

2.2 You hereby acknowledge that your Media and/or data may already be damaged prior to our receipt of them, and that our efforts to complete the Services may result in the destruction of, or further damage to, your Media and/or data. Synergy Data Recovery LLC guarantee is to provide a diagnostic evaluation using all resources and technology available to us with reasonable care. However, we will not bear any responsibility for existing or additional damage that may occur to your Media and/or data in transit or during our performance of the Services.

2.3 If extenuating circumstances apply, you acknowledge and accept that performance of the Services may render the Media unusable which could void manufacturer's warranty.

### **3. OUR PROCESS & SERVICES PROVIDED**

3.1 Customers submitting an online form/inquiry via [www.synergydatarecovery.com](http://www.synergydatarecovery.com) or any other websites affiliated with Synergy Data Recovery will receive an initial consultation via telephone and/or email, which will prompt customers how to proceed with our process. Customers will then send us their device(s)/media that may be considered defective, damaged, corrupt or unusable (per customer) during the consultation. These devices usually are, but not limited to: hard-drive(s), laptop(s), USB drive(s), desktop computer(s), servers or other device(s), file(s) and/or equipment for a "diagnostic evaluation."

3.2 Customers who agree to engage in (SDR) and/or its subsidiaries Services, are willingly and knowingly giving Synergy Data Recovery permission to swiftly and thoroughly inspect, identify, diagnose, and evaluate, any and all problems gleaned during diagnostics; (which may involve opening, taking apart and replacing parts that have been deemed "failed" by our engineers and technicians). In some more severe cases, parts in said device may be dismantled completely before being carefully and promptly replaced with new parts to undergo the recovery "attempt." Doing so aims to retrieve previously stated missing/lost data, or minimize the damage to said data/equipment/media; and/or provide other services that may be requested by a Customer from time to time. Conversely, Synergy Data Recovery is a data recovery lab. We do not repair your media that is listed above— we only recover data. Once this process is complete, your designated case manager will provide you with a detailed "work report" that will contain comprehensive notes taken by the engineers and technicians who worked specifically on your device(s)/data pertaining to the work that has been undergone to complete the diagnostic and/or recovery along with a quotation setting out the scope of the services rendered.

3.3 Once you the customer has been informed of their quote via phone or received the quotation by email, you will proceed by choosing one of the following options:

A. Accept the quote given to you by assigned case manager followed by signing the e-receipt emailed to you which acknowledges that you agree to the amount and authorize Synergy Data Recovery to collect funds and move forward with the retrieval of your data.

B. Decline given quote and any and all continued services provided by SDR and request that your device may be returned to said address and will be required to pay for the cost of shipping. By doing so you're also acknowledging that any work that has been done thus far to guarantee the retrieval of your data will be reversed which can take up to 30 days and your device will be returned to you in the condition in which we received it.

C. Decline given quote and all continued services that has been deemed necessary by SDR to retrieve your data and request that your device be safely and securely destroyed.

If we do not receive a signed or verbal request for the return of your media, or a request for destruction of your media within 30 calendar days of the date of the quotation, your device and/or data will be considered abandoned and left to the discretion of Synergy Data Recovery to dispose of it.

3.4 Estimates and quotations provided to you by your Case Manager are based off of the description given or condition in which media/ data was received. Estimates will also be factored by the complexity of the recovery process and the amount of labor hours involved which is given by the engineers and technicians that worked on the device. Estimates will include shipping charges, cost of back-up media and/or possible applicable taxes. Additional fees are applicable in the event that request of service conditions changes requiring additional, specialized or optional services. Synergy Data Recovery is not required to provide any itemization or break down of specifics for factoring cost.

3.5 Certain services may require specific information from you such as user names, passwords etc. If requested and you do not provide this information within a reasonable time of our request, and/or if you provide incomplete or incorrect information, we may incur an additional charge of a reasonable sum to compensate for any extra work that may be required as a result Synergy Data Recovery will not be responsible for presenting our services in unallotted time frames or being unable to supplying any part of the services/said data if this is caused by customer not giving adequate and necessary information needed.

3.6 SDR is permitted to act at their own discretion regarding the retrieval of data unless told otherwise by customer in writing, as well as carry out such services that were previously agreed to perform for you. We have the right to suspend the supply of services or make changes to the services requested by customer and/or terminate/deny our services if customer is unwilling to pay for services.

3.7 After services are rendered successfully, any and all recovered data may be preserved by us for a total of (14) days. Thereafter, Synergy may permanently delete any recovered data without notice to you.

#### **4 PAYMENT AND PRICE**

4.1 Once diagnostics on your media are completed, and your case manager provides you with the results and a final quotation, the customer has the right to terminate any further action in completing the services provided. However, if the customer should choose to have us commence work or proceed with the recovery process and services, you understand that you are obligated to pay the amount in full and are accepting the data as-is with no exceptions. Moreover, you understand that payment will be made in full prior to receiving the recovered data and no refunds will be allowed in any instance. Should you consent to proceeding with the services whether verbally, in writing, or otherwise, you acknowledge and understand that you are bound by these terms to fulfil your agreement and make payment promptly in full. Should you refuse or fail to

pay us any amount due in accordance with these terms, you will be responsible for, and indemnify Synergy Data Recovery and will be charged interest on the overdue amount. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount. We then also have the right to terminate and reverse any and all work done up until that point.

4.2 By providing your credit card/banking information, PO, etc.; you are agreeing to proceed with the rest of the service and for Synergy Data Recovery® to charge your card or account for the amount given in the quotation. Recoveries that are considered more complex or out of the “standard” realm of our “recovery options” may require additional work (at your expense) with no guarantee of any sought-after data. In the event that we have not been contacted by the customer after providing the quotation or results, the customer understands that additional costs can be incurred by causing us to go into a holding pattern which could result in the media crashing or become corrupt. Furthermore, the customer, acknowledges that should we attempt to contact you to no avail (without returned contact) your media will be considered abandoned and will be recycled or properly disposed of after 14 calendar days.

4.3 Customer also acknowledges that any estimated charges/quotes before or during diagnostics may not be sufficient to accomplish the desired result and are subject to change. No additional work will be performed without expressed consent by the customer and the fee shall be payable prior to the services commencing. If such authorization is refused to us, we will not be liable for any delay or non-delivery of the Services up to 45 calendar days and customers will only receive their returned media in the condition in which we first received it.

## **5 PRIVACY AND CONFIDENTIALITY**

5.1 Synergy Data recovery values the privacy of our customers and thus will never sell, share, or disclose user data or any other confidential information without authorized consent. Each party agrees to not disclose any confidential or proprietary information of the other party to any third party without prior authorization in writing. Confidential information and/or data recovered/retrieved by Synergy can be shared with partner companies for purposes of fulfilling its obligations in accordance with our terms and services to ensure the best possible outcome for you, the customer. Conversely, Synergy Data Recovery will not be held responsible in any case in which data enters the public domain through no fault of the recipient party;

5.2 The methods used to access data—or any information that is deemed confidential—will prevent compromise or disclosure of said data with the same level of care we use to protect our own proprietary and confidential information. <https://www.synergydatarecovery.com/security>

5.3 Confidentiality obligations shall not be applicable—and can be disclosed to the appropriate authorities in the event in which any data or information is in violation of state or federal laws/statutes as well as any information or data which implies a plan to harm third parties. Furthermore, the customer waives any confidentiality rights and holds Synergy Data Recovery LLC inoffensive for disclosure of said forth information in response to valid court orders and

other legal processes or relevant authorities which would require us by law to cooperate in disclosing confidential information.

## **6. EMERGENCY DIAGNOSTIC SERVICE**

6.1 24/7 emergency diagnostic evaluations do not fall within the scope of the standard free diagnostic service. Synergy Data Recovery hereby agrees to have a minimum of one technician working on a diagnostic evaluation and a conclusive route of action to address the needs of the client and their device(s) around the clock on all shifts should this service be requested by the client. This includes, but is not limited to: standard business hours (M-F 9am-5pm), nights, weekends and Holidays.

6.2 Pricing for this service is dependent on the complexities of the work, the labor, parts and equipment usage needed to complete a determination if data can be recovered from the client's device(s). Single media items such as an individual hard drive, USB flash stick, SD card, smartphone and other singular storage systems will have a minimum fee of \$350 for emergency diagnostic service and shall not exceed \$750 unless the client gives verbal or written approval for additional labor, lab time and other incurred costs. RAID arrays such as NAS systems, JBOD systems, SAN systems and other server-based media is billed on a case-by-case basis. For these multi-media systems, there shall be a minimum charge of \$1500 or \$350 per disk (whichever is greater.)

6.3 24/7 emergency service is limited to technical services provided in Synergy Data Recovery's in-house secure data recovery lab and does not include administrative support after standard business hours (M-F 9am-5pm). Administrative support includes but is not limited to: sales support, payment issues, over-the-phone consultations, shipping services, device dropoff/pickup and other non-lab related tasks and services.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Your Media and data shall at all times remain your property, and we shall have no right, title or interest in or to them (except the right to possession and use of your Media and data to perform the Services). We retain all right, title and interest in the provision of the Services including any intellectual property used to provide the Services, including any parts, media, and/or off-the-shelf software purchased or improvements or enhancements made to the Services.