

General Terms and Conditions

1. Scope

These General Terms and Conditions govern the relationship between the customers and MPD Data Recovery in connection with the analysis of defective data storage media and the recovery of data.

2. Offer

MPD Data Recovery offers professional assistance in the event of data loss on all types of media.

To recover lost data, MPD Data Recovery proceeds as follows:

2.1 Analysis

As a first step, the defective data storage medium is analyzed in order to determine the cause of the data loss. MPD Data Recovery offers various services for this purpose.

a) Emergency service

With the emergency service, analysis of the data storage medium takes between two and four hours from the time the medium is received by MPD Data Recovery. Collection of the data storage medium from the customer is included in the analysis price.

b) Express service

With the express service, analysis of the data storage medium takes 24 hours from the time the medium is received by MPD Data Recovery. Collection of the data storage medium from the customer is included in the analysis price.

c) Standard service

With the standard service, analysis of the data storage medium takes between two and four working days from the time the medium is received by MPD Data Recovery. Collection of the data storage medium from the customer is included in the analysis price.

d) Basic service

With the basic service, analysis of the data storage medium takes between eight and 14 working days from the time the medium is received by MPD Data Recovery. Analysis of the data storage medium is free of charge. The customer must send the data storage medium to a branch of MPD Data Recovery. If, after the free analysis, no order for data recovery is placed, the customer must collect the data storage medium in person from MPD Data Recovery in Winterthur. Otherwise, MPD Data Recovery reserves the right to charge postage and shipping costs for returning the data storage medium. In such case, the data storage medium will only be returned to the customer after receipt of the postage and shipping costs in MPD Data Recovery's account.

2.2 Data recovery

After completion of the analysis of the hard drive, the customer receives a diagnostic report explaining why the data can no longer be accessed. At the same time, MPD Data Recovery presents a proposed solution for recovering the data and submits a cost estimate. Based on the diagnostic report, the customer may decide whether or not to accept MPD Data Recovery's offer for data recovery.

If the customer accepts MPD Data Recovery's offer, the customer will receive, within the agreed time period, a list of all recovered data and an invoice for the agreed fee plus material and deposit costs. After payment of this invoice, MPD Data Recovery will send the customer a hard drive containing all recovered data.

If the customer declines the data recovery, the hard drive must be collected from our laboratory in Winterthur. Otherwise, MPD Data Recovery reserves the right to charge postage and shipping costs for returning the hard drive. In such case, the hard drive will only be returned to the customer after receipt of the postage and shipping costs in MPD Data Recovery's account.

3. Written form

All agreements between the customer and MPD Data Recovery, as well as any amendments thereto, must be made in writing.

4. Performance and description of services

The analysis, diagnosis and subsequent recovery of the data shall be carried out properly and with due care by MPD Data Recovery.

If, despite prior professional examination, it only becomes apparent during the data recovery process that the order cannot be carried out as described in the diagnostic report or in the proposed solution, MPD Data Recovery reserves the right to withdraw from the contract.

MPD Data Recovery reserves the right to transfer the analysis, diagnosis and recovery of the data to a third party.

5. Defects in the submitted data storage medium

MPD Data Recovery accepts no liability for damage caused by the condition of the data storage medium submitted by the customer.

Furthermore, MPD Data Recovery disclaims all liability for incorrect treatments carried out on the basis of inaccurate or incomplete information provided by the customer.

To fulfill the order, it may be necessary to dismantle data storage media. MPD Data Recovery cannot guarantee that the data storage media can still be used after the data recovery has been carried out. MPD Data Recovery does not specialize in repairing data storage media.

MPD Data Recovery advises against continuing to use data storage media after analysis or data recovery has been completed, as a renewed loss of data cannot be ruled out.

6. Prices

All prices are exclusive of VAT. Cost estimates and delivery dates are based on the information known to MPD Data Recovery. MPD Data Recovery reserves the right to make price changes resulting from unforeseeable price changes by third-party providers or from unforeseen additional work.

7. Delivery conditions

MPD Data Recovery accepts no liability for delivery delays caused by third parties. Delivery dates may change due to delivery delays caused by third parties.

Upon handover of the data storage media to the transport company, the risk passes to the customer.

8. Payment terms

MPD Data Recovery sends all invoices electronically. The payment period is 10 days from the invoice date. Payment shall be deemed made when the full invoice amount has been credited to MPD Data Recovery's account.

If the payment period is exceeded, the customer shall be in default without further reminder. The first reminder is free of charge. MPD Data Recovery is entitled to charge a reminder fee of CHF 20.00 for the second reminder.

The assignment or pledging of claims against MPD Data Recovery is excluded.

9. Right of retention

MPD Data Recovery shall retain the recovered data until the customer has transferred the invoiced amount or until the invoice amount has been credited to MPD Data Recovery's account.

10. Data protection

The customer agrees that MPD Data Recovery may store and process the customer's data within the framework of the business relationship. The customer also agrees that MPD Data Recovery may pass on the customer's data to a third party for the purpose of carrying out the data recovery.

The processing and disclosure of data shall take place in compliance with the applicable data protection provisions.

11. Warranty

MPD Data Recovery does not warrant that the solution proposed in the diagnostic report will be successful. It therefore cannot be guaranteed that the data can be recovered. MPD Data Recovery does not warrant that the recovered data will be fully functional or useful to the customer, even if, after recovery, the data appears to be logically 100% intact.

12. Liability

MPD Data Recovery accepts no liability for loss of data or profits, including insurance costs or any other costs, even if MPD Data Recovery or an authorized dealer or representative was aware of possible losses or damages. MPD Data Recovery shall be liable for lost data only up to the material value of the data storage medium. MPD Data

Recovery accepts no liability for transport damage to notebooks or the casings of external hard drives sent along with the order. MPD Data Recovery recommends having the hard drive removed by a specialist.

13. Withdrawal

If, despite prior professional analysis and diagnosis, it only becomes apparent during the data recovery process that the order cannot be carried out as described in the diagnosis and in the proposed solution, MPD Data Recovery reserves the right to withdraw from the contract. If MPD Data Recovery withdraws from the contract, the customer shall only be entitled to the free return of the data storage medium in its respective condition.

14. Place of performance

The place of performance is MPD Data Recovery's place of business.

15. Jurisdiction

The place of jurisdiction is Winterthur. For customers domiciled or having their place of business outside Switzerland, Winterthur shall be the place of debt enforcement and the exclusive place of jurisdiction for all proceedings.

16. Applicable law

Swiss law shall apply exclusively to all contractual relationships with MPD Data Recovery.

17. Severability clause

Should any individual provisions of these General Terms and Conditions be or become invalid, ineffective or contestable, the remaining provisions shall remain unaffected.