

# Sensible Data Recovery – Terms & Conditions of Service

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- 1.** The client authorises the employees and contractors of Sensible Business Solutions Pty Ltd (Australia) to receive and transport their device to and from the data recovery facilities as needed.
- 2.** The client represents, warrants, and affirms that he/she is the owner of, or corporate representative for the device sent for data recovery.
- 3.** Any property left with Sensible Business Solutions Pty Ltd for more than 60 days will be disposed of, sold, reused, or recycled. In this case, Sensible Business Solutions Pty Ltd is without liability to the client or any third party.
- 4.** The client understands that, although our success rate is extremely high, data recovery cannot be guaranteed. There are cases where no data at all can be recovered or only some of the data can be recovered.
- 5.** The client understands that a hard drive, SSD, mobile phone, tablet, USB flash drive, memory card, or any other electronic device may fail at any time – even while in possession of Sensible Business Solutions Pty Ltd. The client shall not hold Sensible Business Solutions Pty Ltd responsible in any way for any such failure.
- 6.** In no event will a contractor or employee of Sensible Business Solutions Pty Ltd be liable for any loss of data, damage to the device, loss of revenue or profit, or any other consequence of the service provided.
- 7.** Sensible Business Solutions Pty Ltd always agrees to keep all data recovered private and confidential. Any child pornography found must be reported to a respective law enforcement division, as this is a mandatory requirement by law. All other data will remain confidential in accordance with privacy laws. If any data that we recover is requested by law enforcement, this will be provided in accordance with the law.
- 8.** A full payment is due prior to the release of data, unless a previous arrangement has been made.
- 9.** Sensible Business Solutions Pty Ltd will not be held liable if your device has any additional data loss due to any work done or transportation by our staff or contractors. e.g. a mobile phone that is reset/erased or a hard drive that is erased. Everything we do is done in a safe way and we follow strict procedures to ensure everything possible is done to recover your data without the risk of any data loss/additional problems. But in the event of any mistake or human error, Sensible Business Solutions Pty Ltd will not pay any compensation or provide any financial payment to the client.
- 10.** Our “No-Data, No-Fee” policy only applies for specified cases. In some circumstances, an initial fee which is not refundable may be requested before work is started. This is always discussed before we begin our data recovery procedures and will be stated in a quote for your device
- 11.** In some circumstances, an initial fee which is not refundable may be requested before work is started. This is always discussed before we begin our data recovery procedures and will be stated in a quote for your device.
- 12.** Once the data recovery work is completed, you are welcome to examine/test any files you like using TeamViewer software. Once you take the data out of our office, or

if you make a payment and we deliver it to you by a courier – there is no refund for any reason.

**13.** If you approve your quote and request that we cancel the job for any reason after 24 hours has passed, we cannot provide you with any refund. The payment you have made will be kept, we can stop work and return the device to you at no additional cost. If no payment has been made, we ask for a 50% of the quoted amount you approved to cancel the job. E.g. If the quote was for \$1000, and you cancel the job after we have started work or have completed work, we expect payment of \$500.

**14.** Payment is required within 14 days of the work being completed. You can pay by Credit card or EFT/Bank transfer. We will need your full payment provided in cleared funds before we return your data to you.

**15.** Payment after 14 days will incur a late payment fee of 10% for late payment, if the payment is still due at 30 days, 15% will be added and at 45 days, 20% will be added unless this is waived due to special circumstances by our staff prior to approving the quote. We promise to do the work you ask us to do, we do expect prompt payment for our work. If you do not pay us within 60 days, a debt collector will be used, and you will be charged an additional 25% fee by the debt collector. This 25% fee of the invoice will be billed to the client and will not be paid by Payam Data Recovery.

**16.** If the method of data recovery we quoted you for fails, we may offer you another method and provide you with a revised quote which will be higher in price. This will be an obligation-free quote.

**17.** We cannot guarantee how much data can be recovered from your device, we will only know when we complete the recovery attempt. We strive to retrieve all possible recoverable data. You will be permitted to test the data using Teamviewer software and check if your important files are in good condition before you pay us. Our goal will be to recover your most important files, as well as all other data, in the best condition possible.

**18. No Fix, No Fee Policy, Non-refundable attempt fee and Refund Policy. this is all information you should know and understand. Please contact us if you have any questions, we would be happy to explain further.**

We see different problems with hard drives, for most 8 problem types including logical problems, file system problems, bad sectors/read errors, damaged PCB, firmware problems or deleted files/reformatted) if we cannot recover your data, you will be given a full refund. 99% of the time, the data is usually recoverable if we spend the time to do the work and have no unexpected problems, the data is usually recoverable.

If not, we will refund your money. But if your hard drive has damaged heads or a seized spindle motor, a class-100 room team is required. Our elite team of highly skilled, professionally trained, expert clean room engineers at our main lab in NSW, Australia will work on your hard drive. If there is no damage to the platters, there is usually a 97-99% chance of getting your data back! If there is damage to the platters, there is usually a much lower chance of success (and it is possible no data at all may be recoverable, or only a partial recovery). Sometimes the damage is easily visible, sometimes it's not possible to see it at all but there is damage. In these cases, we will inform you that clean room work is required. We will seek your permission to continue our work and inform you that \$500 or more of any amount you pay us is not refundable to cover our time, efforts, labour and any spare parts if required. No discounts or offers can be used for this \$500 amount (or more). If we cannot recover your data, there is no extra money due. The amount you agreed to will remain the same but if for any

reason if the data cannot be recovered (usually due to damage to platters being too severe, or damage to platters repeatedly killing our spare parts and not responding successfully to our repair attempts). We will keep the \$500 (or any other non-refundable amount) you pay us to cover the cost of our time, labour, efforts and expertise to try to do everything possible to help get your data back. Nobody will try harder than us to help you, your best chance of success is with us, we know what to do, how to do it and are the best equipped to give you the maximum chance of getting your data back if our class-100 clean room team is needed. As mentioned, if this is required, we will ask for your permission before we start this type of invasive, most complex data recovery work.

**19.** About our Special Case Lab: If for any reason the data is not recoverable, our special lab services may be offered to you as an optional upgrade service at additional cost if the data is not recoverable for any reason using our standard methods. Special case lab projects may take a lot longer but in an effort to help you and get your data back, we will try very hard and put the time and extreme level of hard work and effort to attempt this work as a research project to help you. This is usually due to damage to platters that would normally be deemed not recoverable by any other data recovery companies.

**20.** Our data recovery services are not being offered as a forensic service, our company and staff do not wish to be involved in litigation, court cases or legal matters for our own privacy, protection and preference of the kind of work we wish to do. If you request a report, chain of custody document or other formal documents, these will be refused. If we are requested to attend court in future due to any work we do for you, you will be charged \$750 AUD per hour for our time for any time at all regarding reviewing documents, preparing documents or time in person to meet with you, lawyers or in court.

**21.** If you provide us with a device to recover the data from us but cannot provide the password, PIN/passcode or encryption key to unlock it, preventing data recovery completion – we seek full payment for our services regardless.

**22.** Sensible Business Solutions Pty Ltd will not be held liable for the repair or replacement of any Apple computer or mobile device (including iPhone and iPad) or Microsoft Surface computer of any kind if there is damage to the screen/crack/visible damage caused by our staff opening the device or doing any work to it.

This agreement shall be governed by and construed in accordance with the laws of the State of NSW. Client agrees that any litigation, claims, proceedings or other actions must be addressed in a local, district or federal court, in the jurisdiction of NSW.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorised representatives as of the date set forth below.

SENSIBLE BUSINESS SOLUTIONS

\*\*\*Client\*\*\* Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_