

RESCUE DATA RECOVERY SERVICES

Terms & Conditions

IMPORTANT: RESCUE DATA RECOVERY SERVICES COVERS THE DATA STORED ON YOUR EQUIPMENT AND DOES NOT COVER THE REPAIR OR REPLACEMENT OF YOUR EQUIPMENT. FOR DIAGNOSTIC & REPAIR PURCHASES, THERE IS A 30 DAY WAITING PERIOD BEFORE RDRS COVERAGE BEGINS. FOR PC SETUP, THE WAIT PERIOD IS ONE DAY. EQUIPMENT WITH PRE-EXISTING CONDITIONS IS NOT COVERED BY THIS PLAN. REFER TO THE "WHAT IS NOT COVERED" SECTION FOR A LIST OF FULL EXCLUSIONS.

CONGRATULATIONS! We are pleased that Rescue Data Recovery Services "RDRS" have been made available to you. We hope you enjoy the added comfort and protection this service provides. Please keep these terms and conditions in a safe place along with the work order for your PC Setup or Diagnostic & Repair purchase as this information will serve as a valuable reference guide and will help you determine what is covered.

KEY TERMS

"Equipment" means the laptop/desktop identified on the work order for the PC Setup or Diagnostic & Repair services. The Equipment stores data electronically and stores the data that is covered by RDRS. In the case of Hybrid PC's in which there is both flash memory storage and a solid state and/or hard disc drive built into the product by the manufacturer, the flash storage drive will be included under RDRS. Coverage is limited to a single attempted recovery for a data storage/memory drive/device. Coverage is for the data stored on your Equipment and does not cover the repair or replacement of the Equipment.

"OEM" refers to the Original Equipment Manufacturer of your covered Equipment.

"Pre-Existing Condition" means an issue that existed with your Equipment prior to the effective date of RDRS.

PRODUCT ELIGIBILITY: RDRS can only be utilized for Equipment matching the type of Equipment defined herein. Equipment eligible for coverage under RDRS must have been purchased as new or factory-refurbished and manufactured for use in the United States (which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States) and is in good working condition after the completion of the Diagnostic & Repair services or at the time of purchase of the PC Setup services. **IMPORTANT NOTE: ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR COVERAGE UNDER RDRS.** You may also contact us at 1-800-261-9859 for assistance in determining whether your Equipment is eligible for coverage.

DEDUCTIBLE: There is no deductible applicable to this benefit.

SERVICES PROVIDED: We agree to have services performed that are designed to recover, while minimizing the damage to, the media files and/or data on your Equipment in the event your Equipment fails to perform during the term of RDRS. **YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT WHICH MAY VOID THE EQUIPMENT OEM WARRANTY IF THE EQUIPMENT IS NOT A SEAGATE® DEVICE.** To the extent possible, you should back up accessible data on your Equipment *before* submitting it for service. If the damage sustained to your original Equipment is covered by the OEM warranty, then the OEM may be responsible for providing you with a replacement device in accordance with the terms of the OEM warranty. **IMPORTANT: Any services performed under RDRS is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover your data through methods further explained below.**

Under RDRS, your Equipment is eligible for one (1) In-Lab Data Recovery attempt during the term of coverage and pursuant to these terms and conditions. RDRS does not provide coverage for any of the losses set forth in the section titled "WHAT IS NOT COVERED".

IN-LAB DATA RECOVERY: You will be asked to ship your Equipment or, if the data storage component of your Equipment is removable, to ship only the data storage component, to Our designated laboratory facility to attempt the retrieval of your data (“In-Lab Data Recovery”). When you ship your Equipment, or the data storage component of the Equipment, to the laboratory facility, you must use packaging that provides protection for your Equipment to prevent any further damage to the Equipment, or data storage component of the Equipment, during shipping. You are responsible for any risk of loss of the Equipment, or data storage component of the Equipment, until it is received at the designated laboratory facility. For more information please contact us at 1-800-261-9859. We will pay the shipping costs associated with shipping your Equipment to the designated laboratory facility, as well as the cost of shipping your original Equipment and/or any other data storage media containing data recovered from your original Equipment back to you, as applicable. You are eligible for a maximum of one (1) In-Lab Data Recovery attempt under RDRS. Upon receipt of your original Equipment at the designated laboratory facility, we will take the following action(s):

- a. **RECOVERY EFFORT:** We will attempt to recover your lost data and files.
- b. **RETURN OF RECOVERED DATA:** Your recovered data (if any) will either be loaded on a media storage device, or into a cloud-based data storage location, and returned to you. We are responsible for procuring, at no cost to you, either (a) the appropriate media storage device or (b) the cloud-based data storage location for a period of at least sixty (60) days. We, at our sole discretion, will provide the recovered data (if any) back to you on the media device of our choice.
- c. **ORIGINAL EQUIPMENT RETURN:** If you so request at the time of making the initial data recovery claim, we will return your original Equipment to you. NOTE: Data recovery efforts utilized during the In-Lab Data Recovery Service may render the original Equipment inoperable. RDRS not provide coverage for the repair or replacement of your Equipment.
- d. **SOFTWARE INSTALLATION:** You may need to reinstall software to your Equipment or your replacement media device. Installation or re-installation of any and all software shall be your responsibility and is not covered under RDRS.
- e. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the In-Lab Data Recovery Service typically renders your Equipment inoperable, your original Equipment will be subject to secure disposal following an In-Lab Data Recovery attempt, unless you request that we return the inoperable original Equipment back to you at the time of making the initial data recovery claim. To the extent possible you should back up accessible data on the Equipment before shipping it to our laboratory facility for an In-Lab Data Recovery attempt.

UNRECOVERABLE DATA: In some cases your data may not be recoverable. In such instances, we will return your Equipment to you and we shall then be discharged from any further obligations under RDRS.

WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE: Call us at 1-800-261-9859 and explain the problem. You will be instructed on the next steps for filing a claim under RDRS. You may be required to provide proof of ownership of the Equipment (sales receipts) at time of service. NOTE: RDRS MAY NOT PROVIDE COVERAGE IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA (SEE “WHAT IS NOT COVERED” BELOW). Service will be provided during normal business hours only.

TERM OF COVERAGE: If you purchased the PC Setup for your Equipment, coverage will begin the day after your purchase. If you purchased Diagnostic & Repair for your Equipment, coverage will begin 30 days after your purchase. In each case, the term is two years from when the coverage begins and are subject to the terms and conditions stated herein.

LIMITATION OF LIABILITY: The following clause applies to the maximum extent permitted by the applicable law. We shall not be liable for any harm caused to your Equipment (unless proven that such harm was caused intentionally); including any consequential voidance of an OEM warranty resulting from services performed on your Equipment in accordance with the terms and conditions outlined in RDRS. Without limiting the generality of the foregoing, we will not be liable for the condition, existence, or loss of the data you send us or the data we

recover (if any), any loss of revenue or loss of profits, or any indirect, special, incidental, or consequential damages however caused. To the maximum extent permitted by applicable law, this limitation shall apply to any and all damages, regardless of the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether we have been advised of the possibility of loss or damages - unless you prove that we caused damages to you intentionally.

RDRS shall be considered fulfilled in its entirety, and we shall be discharged from any further obligations under RDRS, in the event we have rendered service for one (1) claim for the In-Lab Data Recovery Service.

To the maximum extent permitted by applicable law, our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed \$300 (the "Maximum Liability Limit"). In the event the aggregate sum of all claims processed under RDRS equals \$300, our obligations under RDRS shall be considered fulfilled in their entirety and we shall have no further obligation under RDRS. In no event will we be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to RDRS. This limitation will apply even if we, or any of our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage.

WHAT IS NOT COVERED:

- 1. RDRS does not provide coverage for attempted data recovery, loss or damage to your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below:**
 - a. Pre-Existing Conditions;**
 - b. Unauthorized repairs, improper installation or attachments or transportation damage;**
 - c. Lack of manufacturer specified maintenance or improper equipment modifications; and**

- 2. RDRS does not provide coverage for any of the following equipment, products, or equipment components:**
 - a. Equipment that is network-attached storage or multi-drive storage capable of housing more than ten (10) hard drives;**
 - b. Equipment sold without a manufacturer's/retail warranty or sold "as is;"**
 - c. Equipment utilized in a manner that is inconsistent with either the design of the Equipment or the way the OEM intended the Equipment to be used;**
 - d. Components not contained with the housings of the Equipment; (except for removable data storage devices, external hard drives, etc., as set forth in the definition of "Equipment," above);**
 - e. Equipment with removed or altered serial numbers;**
 - f. Public rental equipment or products used in communal settings (use of Equipment for these purposes will cause RDRS to provide no coverage);**
 - g. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment;**
 - h. RDRS does not cover any flash data storage devices that are not fully removable from the device in which it is contained.**

- 3. RDRS does not provide coverage for any of the following costs, expenses or services:**
 - a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement;**
 - b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such;**
 - c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by us, or the use of supplies other than those recommended by the manufacturer;**
 - d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Equipment;**

- e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing your Equipment from, or installing an alternate media device into, a custom installation, unless otherwise agreed by us at the time you initiate the data recovery claim;
- f. Any perceived or actual monetary value associated with lost data, ;
- g. Repairs to or replacements of any tangible equipment or property;
- h. Indemnification or payment for damages to any property caused by or arising from fortuitous events;
- i. Service outside of the United States of America, its territories; and
- j. Service that is disallowed pursuant to the Office of Foreign Assets Control of the U.S. Department of the Treasury

OUR RIGHT TO RECOVER EXPENSES: If you have a right to recover against another party for any expenses we have incurred to perform the services under RDRS, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights.

DISPUTE RESOLUTION: Most disputes or disagreements between you and us arising under RDRS can be resolved quickly by contacting us in writing at PO Box 451, Norwalk, CT 06852-0451. The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation.

The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event we are unable to resolve a dispute we have with you after attempting to do so informally, you and we agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs in arbitration, provided that we reserve the right, in our discretion, to pre-pay certain fees you may incur in connection with the arbitration subject to refund if you do not prevail. **Both parties waive their rights to a jury trial.** Unless we and you agree otherwise, any arbitration hearings will take place in the State of New York, City of New York, Borough of Manhattan.

LEGAL RIGHTS; INDEMNITY: The following clause applies to the maximum extent permitted by the applicable law. You warrant that you are the legal owner or the authorized representative of owner of the Equipment and data submitted to us for service under RDRS. You warrant that the data on the Equipment is legal and that you have the unrestricted legal right to (a) grant access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Terms and Conditions. You will defend, indemnify, and hold us (including the directors, officers, employees, agents, delegates, and contractors of us) harmless from any claims or actions relating to the Equipment or data, or your rights or lack of rights thereto.

COMPLIANCE WITH LAWS: You agree to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on your Equipment. You acknowledge that a violation of the terms and conditions of this section could subject you to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which your Equipment is manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You warrant you are not a restricted end-user or involved in any of the restricted activities described above, and that you will comply with and abide by these laws and regulations. We reserve the right to refuse service for, or return to you, any Equipment that has been determined to violate any law or regulation.

CONFIDENTIALITY OF YOUR DATA: We will use any information provided by you only for the purposes of fulfilling our obligations under RDRS and will use our best efforts to hold your information in the strictest confidence while it is in our possession, unless otherwise required by law or directed by law enforcement officials.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE RDRS AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING RDRS OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO RDRS.

ENTIRE AGREEMENT: RDRS; including the terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between us and you and no representation, promise or condition not contained herein shall modify these items, except as required by law.

INSURED AGREEMENT: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and you may contact them toll-free at (855) 438-2390. If we fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, you are entitled to make a claim directly against Starr Indemnity & Liability Company.

THIS AGREEMENT IS NOT A SERVICE CONTRACT OR AN INSURANCE POLICY, CERTIFICATE OR CONTRACT. THIS AGREEMENT DOES NOT PROVIDE (A) REPAIRS TO OR REPLACEMENTS OF ANY TANGIBLE EQUIPMENT OR PROPERTY; WHETHER OR NOT SUCH DAMAGES ARISE FROM A MANUFACTURER DEFECT OR NORMAL WEAR AND TEAR, OR (B) INDEMNIFICATION OR PAYMENT FOR DAMAGES TO ANY PROPERTY CAUSED BY OR ARISING FROM FORTUITOUS EVENTS.