

NCC Computer Inc.
DBA
“NCC National Computer”
Services Terms and Conditions

By ordering, receiving or using data recovery services you agree to these terms and conditions:

We reserve the right to add, delete or change any of the following Terms and Conditions without prior notice.

Service Efforts and Process: Here is how our service works:

- **Authorization of Recovery.** We will inform you of our assessment and a cost estimate for **repairs** if required, *and* the actual recovery work. Authorization in the form of payment is required at this time to continue.
- **Fixed Price Per Hard Drive.** Our Fixed Price covers all recovery cases regardless of the amount of data retrieved. We will not release your data to you until you have paid for our data recovery services and costs. (Hard Drive up to 500GB - \$159.99, Hard Drive from 500Gb to 1TB cost \$179.99, Hard Drive from 1TB to 1.5TB Cost \$199.99, Hard Drive from 1.5TB to 2TB Cost \$219.99 for Recovery Fees)
- **Recovered Data.** Once we examine your recovered data and determine how much there is, your data will be given to you on one DVD. If you have more than that, we will discuss other storage options for you to receive your recovered data.

Service Limitations: Note that we cannot promise any particular results. We are only committing to reasonable efforts and the application of our existing technology and standard processes. We cannot guarantee that any data will be recovered. Also, our attempt to recover the data may result in damage to the device, media, or data, and may even render any data unrecoverable.

Authorization: You are authorizing NCC Computer Inc. and its employees, agents, and delegates to conduct testing, evaluation, access, recovery attempts and processing of each data storage device or data storage media that you submit to us.

Legal Rights: You represent to NCC Computer Inc. that you are of the legal age of majority in your state, county or country of residence. You warrant that you are the legal owner or the authorized representative of the legal owner of the device, media, and data. You warrant that the data on your device is legal and that you have the unrestricted legal right (a) to send us the device, media, and data; (b) to have the data recovered; (c) to receive the recovered data; and (d) to agree to these terms. You will defend and indemnify us (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or your rights or lack of rights thereto.

Confidentiality: We will protect the confidentiality of your data against unauthorized disclosure using the same degree of care as we use to protect our own confidential information.

Disclaimer of Warranties, Representations and Guarantees: We perform this service “as is,” with all faults, at your sole risk. We do not extend any express warranties, representations, conditions or guarantees regarding our data recovery services or their results, and 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.

Limitation of Liability: We will not be liable for any harm caused, unless you prove that we caused damages intentionally. 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; any loss of revenue, loss of profits, or any indirect, special, incidental, or consequential damages however caused. This disclaimer shall apply to any and all damages, regardless on 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 NCC Computer Inc. caused damages to you intentionally.

Liability Cap: The amount of our liability will not exceed the total price you actually pay us for the data recovery services. The essential purpose of this limitation is to limit our liability for performing the data recovery services; this allocation of risk is reflected in our prices. This paragraph will apply notwithstanding any other provisions in this agreement, or the failure of any remedy.

Exclusive Remedy: Your exclusive remedy for unsatisfactory work or data will be, at our option, additional attempts by us to recover satisfactory data or refund of the amount paid by you. You acknowledge that the price of our services would be much greater if we undertook more extensive liability.

Personal Data: You must provide true, accurate and complete information about yourself as prompted by the request form, including, without limitation, your name, address, e-mail address, telephone number, as applicable (collectively, “Personal Data”). You must maintain and promptly update your Personal Data. You acknowledge that we may send you important information and notices regarding your requests by e-mail and that we shall have no liability associated with or arising from your failure to maintain accurate Personal Data.

Terms of Payment: Payment shall be made by credit/debit card or some other pre-arranged method of payment acceptable to us. Where payment is made by credit/debit card, such payment is subject to the approval of the financial institution issuing the credit/debit card, and we shall not be liable in any way if such financial institution refuses to accept or honor the credit/debit card for any reason.

Dispute Resolution: The parties will attempt to resolve any dispute related to the data recovery services through good faith negotiation. If the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding mediation and arbitration with a charter member of the Washington Arbitration and Mediation Service (“WAMS”). Each party will bear their own costs in arbitration. **Both parties waive their rights to a jury trial.** All proceedings will take place in Lynnwood, Snohomish, US. The laws of the County of Washington will exclusively govern our provision of the data recovery services, without regard to Washington’s conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in Lynnwood, Snohomish, US.

Severability: If any provision of these terms and conditions is held invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not be affected thereby.