

## **Dokter Harddisk Data Recovery Services Terms and Conditions**

The following terms and conditions (“Terms”) govern your ordering, purchase, or receipt of data recovery services (“Services”) provided by Dokter Harddisk, with offices at Surya 2 Street. No.1 Perum Masnaga, Taman Galaxy, South Bekasi, West Java, Indonesia and its affiliated companies (“Dokter Harddisk”, “we”, “us” or “our”). Following receipt of a data recovery case submission under these terms Dokter Harddisk will designate the applicable Dokter Harddisk company and representatives to perform the Services. Dokter Harddisk reserves the right to make changes to these Terms at any time.

### **Service Efforts and Process:**

If you are in need of Services, you can either send us, Dokter Harddisk, with offices at Surya 2 Street. No.1 Perum Masnaga, Taman Galaxy, South Bekasi, West Java, Indonesia (“Dokter Harddisk” or “we”), your device or media for us to evaluate or use our free cost estimator online or by calling us at the telephone numbers available at <http://www.dokterharddisk.com/hubungi-kami>

### **Here is how our Services work:**

#### **1. *Submit Your Device for Evaluation***

***Evaluation Fee and Effort:*** Upon payment of a non-refundable evaluation fee (if applicable), you may submit your data storage device or media to us, and we will use reasonable efforts to determine whether any data on your data storage device or media is recoverable using our existing technology and processes (which has limitations - not all lost data can be recovered).

**2. *Cost Estimate:*** By answering a few questions about your data storage device or media using Solution Wizard, our online quotation tool, or Disk-Check, our disk check software, or by calling us, we will provide you with a cost estimate for the actual recovery work and Services.

**3. *Authorization of Recovery:*** If you accept the cost estimate, submit your data storage device or media to us along with your credit card information (or other payment method approved by us), and we will apply our existing technology and standard processes and use reasonable efforts to recover your data. By submitting your device and payment information, you agree to pay the fee quoted and authorize us to charge your credit card for such amount if we are able to successfully recover the data. In addition, you understand and agree that your device or media may be sent to any one of our recovery labs around the world in our sole discretion. When applicable, you will be the importer of record and will be solely responsible for import fees, taxes and other associated costs.

**4. *Successful Recovery Effort:*** If we are able to successfully recover data, we will notify you using the contact information you have provided to us and charge you. We will not release your data to you until you have paid for the Services and related costs (including, without limitation, applicable service fees, material costs, new media costs, and shipping costs).

**5. *Options for Recovered Data:*** If applicable, you have three options to receive your recovered data; (1) We will return your data to you on an External Drive Provided by you; (2) We will establish a temporary cloud account under which your recovered data will be available to you for sixty (30) days; or (2) we will return your data to you on an external drive. Please see rate structure for the costs of these two options.

**6. *Unsuccessful Recovery Effort:*** If we are unable to recover any data, we will inform you accordingly and not charge you for the Services minus the non-refundable evaluation fee.

**7. *Return of Original Media:*** Regardless of the outcome of the recovery work, if you want your original data storage device returned we will do so upon request. NOTE: USB external hard drive devices the media casings are removed during the recovery process and are discarded.

**8. *Disposal of Abandoned Device, Media or Data after 14 Days:*** Any device, media, or data left with us without full payment after 14 days from the date of our status confirmation will be disposed of in our discretion; and you release Dokter Harddisk from any obligation of confidentiality related to the device, media, and data.

**Service Limitations:**

We cannot and do not promise any particular results. We will provide reasonable efforts and the application of our existing technology and standard processes. We do not 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. To the extent possible, you should attempt to back up any available data before submitting it to us.

**Authorization:**

You are authorizing Dokter Harddisk 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.

**Communications:**

All communications relating to your request, including cost estimates and invoices, will be available on our web site in your secure account and sent via e-mail to the address you provide to us unless you request, in writing, to receive such communications via regular mail.

**Legal Rights:**

You represent to Dokter Harddisk that you are of the legal age of majority in your state 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 using the Services; (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 services or their results, and 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.

**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. to the maximum extent permitted by applicable law, 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 Dokter Harddisk caused damages to you intentionally.

**Liability Cap:**

To the maximum extent permitted by applicable law, the amount of our liability will not exceed the total price you actually pay us for the Services. The essential purpose of this limitation is to limit our liability for performing the 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.

**Use of this Site and Your Account:**

By using this site, you are subject to and agree to be bound by the privacy policy and other terms and conditions of this site. Following your first submission, we will establish an account for you. You will be sent a user name and password via e-mail. You agree that you will take reasonable precautions to protect your account against unauthorized use and that you will be fully responsible for any activity on your account, whether authorized or unauthorized. We may terminate or suspend your access to or use of our site, without notice, for any conduct that we believe is disruptive or in violation of any applicable law or our terms and conditions.

**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 and credit/debit card information, 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 you failure to maintain accurate Personal Data.

**Terms of Payment:**

Payment shall be made by bank transfer, Cash, 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.

**Sale and Other Taxes:**

We will withhold all taxes where we are required to do so by law. You will be responsible for all other applicable taxes not collected by us.

**Compliance with Laws:**

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site, including without limitation this site's membership, purchase or return features. Dokter Harddisk may, in Dokter Harddisk's sole discretion, report actual or perceived violations to law enforcement or appropriate authorities. If Dokter Harddisk becomes aware, through a complaint or otherwise, of any potential or suspected violation of these Terms or the terms and conditions of the site, Dokter Harddisk may (but is not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation Dokter Harddisk may suspend Services to you if you are implicated and/or remove any material from Dokter Harddisk's servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of these Terms or the terms and conditions of the site could be subject to criminal or civil penalties. You may not assign your rights or obligations under these Terms without Dokter Harddisk's express written consent.

**International Trade Compliance:**

The goods licensed or sold, or services provided, through this site, which may include technology and software, are subject to the customs and export control laws and regulations of the Indonesia. and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured or received. Further, under Indonesian 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 acknowledge you are not a restricted end-user or involved in any of the restricted activities above, and that you will comply with and abide by these laws and regulations. Dokter Harddisk reserves the right to refuse service to or the return of any storage devices that have been determined to violate these regulations.

**Dispute Resolution:**

The parties will attempt to resolve any dispute related to the Services through good faith negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Services ("JAMS"). Each party will bear their own costs in arbitration. Both parties waive their rights to a jury trial. All

proceedings will take place in Bekasi , West Java, Indonesia. The laws of the State of West Java will exclusively govern our provision of the Services, without regard to West Java's conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in Bekasi, West Java, Indonesia.

**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.

**Legal Effect:**

These terms and conditions describe certain legal rights. You may have other rights under applicable law. These terms and conditions do not change your rights under applicable law if such laws do not permit these terms and conditions to do so.

***Revised 1 Maret 2016***