



## Data Recovery Disclaimer

### Authorization

The Client authorizes b74tech or its designee to conduct an evaluation of the Client's media sent to determine the nature of the damage and provide an estimate of recovery cost and timing. The Client authorizes b74tech, its employees, independent contractors, and agents, to receive and transport the Client's media/equipment/data to, from and between their facilities. The Client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all of the information and data stored on said property.

### Data Recovery Not Guaranteed.

Manufacturer warranty may be void. Although most manufacturers will honor product warranties following data recovery procedures, in no way shall b74tech be liable if Client's media manufacturer's warranty is VOID due to any action taken by b74tech. The Client understands that data recovery cannot be guaranteed and is not promised or guaranteed and that some data cannot be recovered. In no event will b74tech or any contractor, employee, or agent of b74tech be liable for any loss of data or loss of revenue or profits or any special, incidental, or consequential damages, however caused, in connection with this agreement or any service provided by b74tech or its agents, contractors, or employees -- even if b74tech has been advised of the possibility of damage or loss to persons or property.

### Confidentiality & Privacy Policy

The Client agrees that b74tech may use any information or data supplied with or stored on the media for the purpose of completing the recovery, and will otherwise hold the Client's information in the strictest confidence. All data is the property of the owner of the media, and as such will not be transferred, displayed, described, copied, or otherwise transmitted to any third party except as required by law (e.g. illegal content relating to terrorism, child pornography, other extremely illegal activities, or by court order). Recovery technicians are not allowed to browse through recovered data of Clients beyond what is necessary for the process of recovering and verifying the integrity of the data.

### Damaged Condition of Client's Media, Equipment and/or Data

The Client acknowledges that the media, equipment, and/or data is now damaged, and the Client acknowledges that the efforts of b74tech and/or its suppliers to analyze the damage, prepare the estimate, and complete the agreement may result in the destruction of or further damage to the media, equipment, and/or data. b74tech, for itself and its suppliers, regrets that due to the damaged condition of the Client's media, equipment, and/or data, and the nature of the data recovery business, will not assume responsibility for additional damage that may occur to the Client's media, equipment, and/or data during b74tech's attempt to complete this agreement.

### Uncontrollable Circumstances

Either the Client's or b74tech's performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or made impractical by: (a) the acts of omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) any other cause beyond the reasonable control of either

party. Upon the occurrence of any such event the party whose performance is affected shall notify the other party of the event so the negative effects of the event can be known.

### **Unclaimed Property**

Failure to claim property or any property left with b74tech unclaimed for 30 days will be disposed. At which time, b74tech shall have no liability to the Client or any third party.

### **Limited Liability**

The Client hereby agree to indemnify, defend and hold b74tech (hereinafter referred to as "company"), and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of data or data recovery.

**While b74tech agrees to use its best effort to protect and/or recover Client data, it is exclusively the Client's responsibility to back up all important data, documents, files, pictures or any other needed content.**

The Client agrees that B74tech is in no way liable in the event that b74tech is unsuccessful in recovering or protecting Client's data. b74tech assumes no liability for damage to Client's data and/or property while performing data recovery procedures or during shipment or for uninsured shipments. The Client authorizes b74tech, its employees, and agents, to receive and transport this media/equipment/data to, from and between their facilities. b74tech shall not be liable for any claims regarding lost media whether the media has been lost at b74tech or while in transit.

b74tech's liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services. Client and b74tech agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at the option of b74tech, either (a) additional attempts by b74tech to recover satisfactory data or (b) a refund of the amount paid by the client.

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the American Arbitration Association. The parties understand that they are waiving their rights to a jury trial. This agreement shall be construed under and in accordance with the laws of the state of Maryland, and all obligations of the Parties created in this Agreement are performable in Howard County, Maryland, United States of America.