

Data Recovery - General Terms and Conditions

1. DESCRIPTION OF SERVICE

1.1 SERVICE

DATA RECOVERY IS A DIGITAL MEDIA DATA RECOVERY SERVICE PROVIDED BY TESWEB SA (HEREINAFTER THE SERVICE).

2. COMMITMENTS BY SMARTPCTOOLS SA

2.1 DATA RECOVERY

TESWEB SA does its best to recover the data on the media provided by the Customer. Once access to data is made possible, TESWEB SA works on a bitwise copy of the data.

TESWEB SA cannot guarantee the completeness of the media provided by the customer.

2.2 TIME PERIOD

TESWEB SA undertakes to process the data provided by the Customer as soon as possible and with maximum care. Recovery times provided are estimated and do not imply any responsibility on the part of TESWEB SA. No liability can result if the time period as communicated is exceeded unless TESWEB SA has made a specific and express agreement in this respect.

2.3 SENDING OF MEDIA

At the Customer's request, TESWEB SA provides prepaid protective packaging for a shipment with signature and insurance of 1,500.00 CHF maximum. TESWEB SA bears no responsibility for the services provided by the shipping company.

The Customer is free to choose any other method of transportation (faster, additional insurance, etc.) at his own expense and without reimbursement of the base costs by TESWEB SA.

2.4 DATA RECOVERY

Recovered data is transmitted on equivalent or proportionate media and without guarantee as to its completeness and the amount of data recovered.

3. CUSTOMER OBLIGATIONS

3.1 TIME PERIOD FOR PAYMENT

The TESWEB SA services are invoiced pro forma and are due on the date the invoice is issued.

No recovered data will be delivered to the Customer until TESWEB SA has received proof of payment from the Customer (by fax or e-mail).

3.2 LATE PAYMENT AND REMINDERS

In case of non-payment within 10 days, reminder fees of 15.00 CHF will be invoiced for each reminder.

If the customer has any outstanding invoices, TESWEB SA is entitled to secure payment from the customer before providing any services.

3.3 CANCELLATION

The customer may cancel his contract in all cases and at no cost before TESWEB SA opens a file on his behalf, or up to a few hours after the recovery request.

In the case of cancellation subsequent to the opening of a file and before any recovery attempt, administrative costs of 150.00 CHF will be invoiced.

4. COSTS, BILLING AND PAYMENT

4.1 RATES FOR SERVICES

TESWEB SA only charges the customer for the cost of recovery when data has been retrieved. In all other cases,

TESWEB SA does not invoice the customer for the cost of the recovery attempt. Prices are as set out on the contract

Any replacement media is invoiced in addition.

4.2 REPLACEMENT MEDIA

The costs for the replacement media required for the recovery or attempted recovery are invoiced to the Customer. TESWEB SA agrees to inform the customer of any necessary purchases.

5. CONFIDENTIALITY AND SECURITY

5.1 CONFIDENTIAL INFORMATION

All information contained on the media provided by the Customer is considered to be confidential information within the meaning of this agreement, without exception.

5.2 CONFIDENTIALITY AND DATA PROTECTION

As part of the Service, TESWEB SA, including all of its employees and any contractors is committed to:

- Access and handle confidential information with due diligence to ensure that its status is maintained.
- Renounce any use or direct or indirect processing of this information for any purpose other than that for which it was provided by the Customer.
- Make confidential information available only to those employees who must necessarily process it and who will imperatively be subject to these confidentiality provisions.
- After the fulfillment of the contract, destroy all information belonging to the Client without any restriction within a period of 14 days after the recovery of the data.
- Provide information and data only to the person named on the contract by the Customer.

5.3 VALIDITY, SCOPE AND TERM

The obligations of confidentiality and data protection continue to apply even after termination of this contract.

5.4 PENALTY CLAUSE AND DAMAGES

In case of violation of the confidentiality clause, TESWEB SA will be liable for a lump sum of 20,000.00 CHF.

Payment of the penalty clause does not release TESWEB SA from its obligations under this Agreement

5.5 RECOVERY OF OBJECTS AFTER THE END OF THE CONTRACT

As part of the contract, TESWEB SA retains the recovered data for 14 days as a warranty against any defects in the data transmitted to the Customer. At the written request of the customer, the data can be destroyed more quickly.

6. FINAL PROVISIONS

6.1 GOVERNING LAW AND JURISDICTION

This contract is subject exclusively to Swiss law.

For any disputes arising under this contract, the parties acknowledge the exclusive jurisdiction of the courts of the Canton of Neuchâtel.

6.2 AMENDMENT OF TERMS AND CONDITIONS

TESWEB SA reserves the right to change these general terms and conditions at any time. Amendments to these general terms conditions are published on the website.