



VEDLI DATALAB di Giancarlo Vedli

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## TERMS AND CONDITIONS OF THE DATA RECOVERY SERVICE

1. VEDLI DATALAB, solely owned by Giancarlo Vedli (hereinafter "Laboratory") has its registered office in Via delle Busatte, 65 - 38069 Nago-Torbole (TN) Italy - VAT number IT-02803700216 and C.F. VDLGCR68R15L174N. The domain [www.vedlilab.it](http://www.vedlilab.it) is registered in the name of the company.
2. The term "customer" means any natural person, undertaking, company, public or private body or their delegate legally entitled to dispose of the media and data contained therein, who delivers or sends such media to the laboratory for diagnostic purposes and/or subsequently assigns the task of attempting to retrieve data from them.
3. The term "medium" means any apparatus, system, instrument, digital memory, hard disk, SSD, USB Pendrive, memory card or optical disc having as its principal function the storage of digital information. The term also includes smartphones and tablets.
4. The data recovery service consists in the attempt to recover data which still exists but is no longer visible from the operating system, from the software or from the devices predisposed to this use, as a result of deletion or formatting or because of physical or logical damages to the media on which they are stored.
5. By requesting a diagnosis and an estimate, and with the possible subsequent assignment of the task, the Client authorises the Laboratory to access the media furnished and the data contained in them, by any means necessary and with all suitable methods in order to provide for the correct execution of the contract. The Client releases and indemnifies the Laboratory from all criminal and civil liability for the data stored on the media.
6. The Laboratory will carry out each phase of the data recovery at the address of the registered office, utilising its own instruments and means. The media and data received will not be sent or transferred to any other place or to any other professional in the field of data recovery, the only exception to this being the transport to and from the customer's home. Any deviation from this practice must be explicitly authorised in writing by the Customer.
7. The Laboratory commits to absolute confidentiality and will not divulge to third parties, in any way or form, the data and information acquired, even indirectly and consequentially, of which it becomes aware during the data recovery process, and to guarantee safety of the data by means of appropriate procedures, limiting storage times to a functional minimum.

### Requesting a Quote and Data Recovery

8. The laboratory undertakes to provide the data recovery service only by means of an estimate which must be preceded by a visual, physical, and logical diagnosis of the media. Costs and timeframes listed in the "Procedure and Indicative Costs", downloadable from the site, are not binding.  
For all aspects not specified in the estimate, reference must be made to the provisions of the "Terms and Conditions of the Data Recovery Service" set out in this document.
9. The customer makes a commitment to the laboratory by requesting a quote and through the explicit acceptance of the proposed estimate. The request for a quote must be made by enclosing the appropriate form with the media to be diagnosed and sending both to the Laboratory. The form must be filled out in full, the boxes ticked and duly signed in both places provided.
10. The result of the diagnosis and the estimate will be communicated via email and the amounts are exclusive of VAT. The cost for the diagnosis, including the return of the media, is applied in the following cases:
  - a) when recovery is considered impossible and no estimate is issued;
  - b) express rejection of the quote or no response within the date of expiry of the quote;
 In these cases, unless otherwise agreed, the media is returned to the customer after payment is made, within 15 days from the date the payment request is sent.
11. The laboratory will proceed to destroy the media received and any data contained therein in the event that the costs of diagnosis and return are not paid within 60 days after the payment request is sent.
12. Acceptance of a quote must be made by email, by sending a scanned copy of the signed quote, or by written letter. The laboratory will execute the contract after receiving the acceptance of the estimate and, when

requested, the advance payment of fixed non-refundable processing costs, undertaking to recover the maximum possible amount of data from the media received, unless otherwise agreed with the customer.

13. During processing, should costs increase compared to the previously agreed upon estimate, the customer will be informed and decide whether or not to continue on the basis of an amended estimate. If the customer does not accept the new estimate, any fixed processing costs already remitted will be retained and the costs incurred for the diagnosis and return of the media will be charged.
14. The client acknowledges and accepts the fact that:
  - a) any data that is still intact and accessible may be damaged and deleted as a result of shipment, diagnosis or recovery processing. It is therefore the customer's responsibility to retain a personal copy of these data, waiving any claim to them once the media is sent;
  - b) the data recovery order does not cover the repair of the medium itself or the device in which it is contained;
  - c) To diagnose or recover data, it may be necessary to carry out invasive operations both on the delivered media and on the device which contains it, and may lead to the forfeiture of the manufacturer's warranties and further damage to the media or to the device.
  - d) the media delivered and/or data contained therein are already damaged or no longer available, therefore the laboratory cannot be held liable for any loss or damage to them.
  - e) it is not technically possible to guarantee the retrieval of information from the delivered media, nor can its completeness, relevance or importance be guaranteed;

### **Payment and delivery**

15. Unless otherwise stated in the quote, payment is required in cases where the data has been successfully retrieved. Recovery is considered to have been successful when at least 50% of the sectors/blocks/pages in the media received have been recovered. In case of failure in recovering the data, the laboratory will only apply fixed processing costs, if any.
16. The result of the data recovery is communicated by email; a payment request as per the estimate, and, if possible, an indication of the type and quantity of data recovered are attached. The recovered data, or the return of the original media in case of a negative outcome of the recovery, is sent/delivered upon receipt of payment, to be made by bank transfer within 15 calendar days after the request is sent.
17. Failure to receive payment within the deadline will result in the termination of the contract, the deletion of recovered data and the destruction of the original medium 60 days after the payment request is sent.
18. The recovered data are sent to the customer on suitable replacement media at the discretion of the laboratory; when technically possible and unless otherwise agreed, these are protected by a password which is communicated to the customer by email upon receipt of the data. The original medium will be returned, unless the customer has explicitly informed the laboratory that it is no longer needed.  
The laboratory is not responsible for delays, damages or losses during the transport of the objects sent as they are not part of the data recovery process. In these cases, there is no compensation for loss of profit or any subsequent inconvenience. Shipping costs will be borne by the laboratory.
19. The customer undertakes to verify the recovered data received and to communicate in writing via email any complaints within 7 calendar days from the date of receipt. Complaints made after this period of time will be taken into account only at the discretion of the laboratory.
20. The laboratory provides a 7-day warranty on replacement media sent, valid from the date of delivery, providing for the replacement or repair of defective media and the restoration of the data contained therein upon return by the customer and subsequent verification that the defect is not attributable to the customer. Shipping costs to the laboratory are borne by the customer.
21. The laboratory shall retain a backup copy of the recovered data for a period of 7 days from the date of delivery in order to be able to proceed with a new shipment in the event of a loss of data during transport or to re-integrate the data in the event of defects in the new medium sent, within the limits referred to in point 20 above. After this period, the copy of the data will be irreversibly erased using specific algorithms to ensure secure deletion.
22. The customer accepts that the liability of the laboratory is strictly limited to the fee paid for the data recovery service, excluding any further guarantee in relation to the contents, integrity, functionality, corruption, or uselessness of the data both recovered and still accessible when sent to the laboratory.
23. Any dispute shall be settled by the Court of Rovereto (TN) - Italy. Vedli Datalab is, however, willing to make an attempt at mediation through an accredited body of its choice based in Rovereto (TN).
24. The terms and conditions of the service set out therein are drawn up in both Italian and English. Should an interpretation of specific articles prove necessary, the Italian language prevails, as the Head Office is located in Italy - EU and the laboratory must therefore comply with Italian contractual legislation.