

PRIVATE CONFIDENTIALITY AGREEMENT / TERMS OF USE

By signing this agreement, the two parties, on the one hand, Northwind Data Recovery (hereinafter referred to as the "company") and, on the other hand, the owner/user of the storage medium (hereinafter referred to as the "customer") agree and accept the following:

By the use of the service offered and by signing this agreement, the customer agrees that the company evaluates the storage medium in order to assess the nature of the damage and the likelihood of recovering the lost data. As soon as it receives the storage media, the company has the explicit obligation to deal with the data it accesses with absolute confidentiality. The company will not use the data contained in the storage medium for its own purposes or for purposes of third parties. All data the company may have access to, including copies of them, will be returned or destroyed within seven (7) calendar days of the completion of the data retrieval service. For the period in which the company has access to the data of the storage medium, the provisions of the Personal Data Protection Act shall apply. By this, the customer declares that all data contained in the storage medium is his or her legal ownership or holder. The company has no responsibility (criminal, civil or any other) for any illegal material that may be contained in the data storage media to be recovered.

COST OF DIAGNOSTIC SERVICE: The company provides the service of diagnosing the damage to the storage device for free.

COST OF RECOVERY SERVICE: The cost of the service is determined by the company on the basis of its pricing policy, which can be changed at any time without notice. The customer is informed of this prior to any interventional action on the storage medium and, if the former disagrees with this, the medium is returned at no cost other than the cost of sending the medium to him / her. If the customer accepts the financial offer, an attempt is made to recover the data and in the event of failure, the medium is returned to the customer at no cost other than the cost of shipment of the medium back to him.

Exceptions: In the case of a storage medium already damaged by the owner or third party, previous manipulation of the storage medium by the owner or a third party that caused alterations to it, but also if the owner or third party has interfered with the medium, opening it to repair it, the company may exceptionally request payment of an amount which will be non-refundable, irrespective of effect and will correspond to attempts to recover data and the cost of any spare parts used.

IF DATA RECOVERY IS POSSIBLE: • The data will be retrieved and stored on company servers. The customer will receive the retrieved data on a new hard disk, which will charge the customer financially. • After the process, the damaged storage media becomes the property of the company and the data contained in it will be destroyed according to the most developed technical standards so that they can not be retrieved in any case but also in accordance with the Data Protection Directive 1/2005 • A copy of the retrieved data will be kept on servers of the company for seven (7) calendar days after sending the new hard drive in order to ensure a smooth process. If the company does not receive a notification from the customer within this time range, the stored data will be deleted, will no longer be available, and there will be no copies. In addition, the damaged storage medium will not be returned to the

customer.

IF DATA CAN NOT BE RECOVERED: • The customer is notified by the company and may request the return of the damaged storage media within ten calendar days of receiving the relevant notice. The application can be made either by phone or by e-mail. • If the company does not receive a notification from the customer during this time, the storage medium will be destroyed and the corrupted data will not be recoverable.

DISCLAIMER: It must be emphasized that the provision of this data retrieval service involves intrinsic risks of damage to the storage medium or data, including the risks of destruction or alteration of the medium or data, failure to recover data or inaccurate and incomplete data recovery. As a result, the company is not responsible for the loss of data to cause specific, permanent, incidental or consequential damages during the data recovery process, but also during the transfer of the storage media to and from the company. Additionally, the company does not bear any responsibility for any damage such as, but not limited to, potential loss of income or lost profits of the customer, for the sake of the permanent loss of all or part of the data.

SPECIAL CONDITIONS • By accepting the customer's financial offer, the company delivers to the customer a list of recoverable data and it is at the customer's discretion to accept or not the result of the recovery list. If the result does not satisfy the customer (partial data recovery), the process ends at no cost. **Exception:** If the recoverable amount of the data is proven to be of 100%, the agreed amount will have to be paid. • Payment of the agreed amount is made with the approval of the retrievable data list by the customer and before the data is delivered by the company to him/her • The shipping of the storage medium to the company is free of charge. The company reserves the right to refuse this service in cases of over-dispatch or dispatches from abroad or from inaccessible areas. In the case of a successful recovery, the medium is sent to the customer at the expense of the company. In any other case (such as, but not limited to, refusal to provide the service, non-recoverable medium, etc.), the return of the medium is financially charged to the customer. • The customer expressly accepts that the delivery of the storage medium to the company ceases to be subject to any warranty that may apply to the instrument and can no longer be relied upon and used as a substitute for the problem materials. • The company has no liability for compensation for events of force majeure (such as, but not limited to, flooding, burglary, sabotage, earthquake, fire, accidents, etc.) that will result in the destruction of the storage medium before or after recovery, loss and destruction instruments or other consequences as a result of these events • For safety reasons, the telephone conversation between the customer and the company may be logged • All incoming and outgoing disks opened in the company's clean room are videotaped to record their condition. The rights to these digital downloads belong entirely to and exclusively to the company. • In the case of external hard drives, the USB Case and all accessories (power cables, USB, etc.) are not returned to the customer. The customer may ask for them to be returned when delivering the record to the company, but not later as the company destroys them. The customer does not claim that the outer casing is replaced for any reason.

Aware of the criminal sanctions of Article 11 of Law 3917/2011 (Article 1 of Directive 2006/24 / EC)

I ACCEPT THE ABOVE ANNEX OF THE AGREEMENT

-The company-

-The client-

Signature

Full name:		Phone number:		Email:	
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