

Data Recovery Service

End User Agreement

This service is provided by CBL Data Technologies (Australia) Pty Ltd. ("CBL").

This Agreement, is between CBL DATA RECOVERY TECHNOLOGIES (Australia) Pty Ltd, 5 / 180 Anzac Ave, Redcliffe, QLD 4020 and you ("Customer"). CBL and the Customer agree that the following terms and conditions will cover all goods and services provided by CBL for this engagement:

The Engagement

Customer has advised CBL that it has been unable to recover certain data, which the Customer represents to be its property, and engages CBL to use its best efforts to identify the said problem (if not already identified), and use its best efforts to retrieve the said data or portion thereof. This service only covers the data on the Hard Disk Drive on the Notebook which is entitled to this service (the Engagement).

Confidentiality

CBL will use any Information provided by Toshiba and the Customer only for the purpose of fulfilling the Engagement and will use its best efforts to hold the Customer's Information in the strictest confidence. Confidentiality shall not apply for to any information which entered the public domain through no fault of CBL, which was known to CBL prior to receipt from the Customer, which is disclosed to CBL by a third party (other than employees or agents of either party), which in making such information available to CBL is not a violation of any confidentiality obligation to the disclosing party; or which is independently developed by CBL without recourse to the Customer's information.

Shipping

The Customer agrees to pay shipping and insurance if required (both ways) unless otherwise stipulated in the Toshiba Expressed Limited Warranty.

Acknowledgement of Existing Conditions

The Customer acknowledges that the equipment/data/media may be damaged prior to CBL's receipt, and the Customer further acknowledges that the efforts of CBL and/or its suppliers to complete the Engagement may result in the destruction of or further damage to the equipment /data/ media. CBL for itself and its suppliers does not assume responsibility for additional damage that may occur to the Customer's Equipment/Date/Media during or as a result of CBL's efforts to complete the Engagement. There may be fees associated with the Hard Disk Drive removal by CBL or Toshiba.

No Warranties; Disclaimer of All Warranties

CBL, For itself, Toshiba and its suppliers, makes no warranties or representations for any goods or service, express, implied, statutory, or in any communication with the Customer. CBL, for itself, Toshiba and its suppliers specifically disclaims any implied warranty of merchantability or fitness for a particular purpose, and arising from usage of trade in the course of dealing or performance.

Limitation of Liability, Limitation of Damages

In no event will CBL, Toshiba or its suppliers be liable for any damages whatsoever, including, without limitation, damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential, direct or indirect damages arising from the Engagement even if CBL or any authorized representative has been advised of the possibility of such damages. The Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The total liability of CBL or its suppliers to the Customer under this agreement shall in no event exceed the total sums paid by the Customer to CBL and/or Toshiba.

The Customer's Representation and Indemnification

The Customer warrants to CBL that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to CBL; and the Customer will defend, at its expense, indemnify, and hold CBL harmless against any damages or expenses that may occur (including reasonable solicitors' fees), and pay any cost, damages, or solicitors' fees awarded against CBL resulting from the Customer's breach of this section.

Uncontrollable Circumstances

Either party'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 or omissions of the other party; (b) flood, fire, strike, war or riot; (c) unavailability of parts of software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of either party. Upon the occurrence of any such event(s), the party whose performance is so affected shall notify the other party of the nature and extent of the event(s) so that decisions to mitigate the negative effect(s) of any such event(s) may be promptly made.

Miscellaneous

The parties agree that this Agreement shall be construed and the relations of the parties shall be determined in accordance with the laws of the state of Queensland; provided, however, that if any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. The place of adoption of this Agreement is deemed to be the principal place of business of CBL DATA RECOVERY TECHNOLOGIES (Australia) Pty Ltd, 5 / 180 Anzac Ave, Redcliffe, QLD 4020. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party to this

*** STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY**

Certain legislation including the Trade Practices Act (1974) and other Commonwealth, State and Territory legislation implies warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the warranties referred to in this Agreement. Subject to such legislation and to the express warranties contained in this Agreement, all warranties, conditions and liability implied by law that may be excluded are hereby excluded and, CBL and Toshiba shall not be liable for any direct or indirect loss or damage of any kind arising from the service (including but not limited to loss of profits and incidental or consequential loss or damage).

*** LIMITATION OF LIABILITY (NEW ZEALAND ONLY)**

The Consumer acknowledges that this Agreement is for business purposes and that accordingly the provisions of the Consumers Guarantees Act 1993 are, to the maximum extent legally permissible, contracted out of.

Where the Consumer Guarantees Act 1993 does not apply to the supply of the service, Toshiba and CBL will not be liable in any way for a direct or indirect loss or damage of any kind arising from the service, including consequential loss or damage, and loss or damage arising from the negligence of Toshiba's and CBL's employees and agents. This service is personal to the purchaser and cannot be transferred to a subsequent purchaser (although the purchaser, in some circumstances, may have rights under the Consumer Guarantees Act 1993).

PRIVACY STATEMENT

Information supplied by you is used by Toshiba and CBL to process your request and to process entitlement. Toshiba will forward your information completed on registration to CBL. See Toshiba's Web site for more information at www.isd.toshiba.com.au.