



RHINO ARMOUR
DATA RECOVERY SERVICES

YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE. If you are unsatisfied with the SERVICE or do not agree to these terms and conditions of use, your sole and exclusive remedy is to discontinue engaging the SERVICE immediately; this, however, must be made in writing and before paying any monies, any monies received is seen as acceptance to our terms of service.

Data Recovery Basic Terms

Due to the large number of variables involved in data recovery, **RHINO ARMOUR** Service and its authorised agents (“us”, “we”, or “**RHINO ARMOUR** Service”) cannot make any advance guarantees about what files will be possible to recover from a device, if anything. A list of recoverable files to be expected (“file list”) will be provided to the person or agent responsible for the project (“you”, “customer”, or “client”) before the project is completed to be approved by said client. Unrecoverable devices will be returned or securely disposed of (with Explicit instructions from the owner.) By sending media to us, you agree to operate with good faith in using our recovery services and resources to have us recover data from such media.

LEGAL RIGHTS


The client is the legal owner or representative or has a legitimate property right. All data contained therein is sent to **RHINO ARMOUR**. The postage and secure transit of such items are not under any circumstances the liability in transit or otherwise indirectly or directly the responsibility of **RHINO ARMOUR**. This liability and sole responsibility is the sender as named on form RHN1A or the postal service or courier chosen by the client. Any lost items or liability of such an item is the sole responsibility of the client, courier, or postal service. No liability can be posed towards **RHINO ARMOUR** in any such circumstance. **RHINO ARMOUR** will be unable to assume any responsibility in any way, including lawful or blame. No such liability should be directed towards **RHINO ARMOUR** or any claim be recognised by **RHINO ARMOUR** or any damages of reputation or otherwise, could be attributed to any role **RHINO ARMOUR** shall take the party to the delivery, or liability of lost items.

Any property left with **RHINO ARMOUR** and unclaimed for 14 calendar days will be securely disposed of. At this time, **RHINO ARMOUR** shall have no liability to the client or any third party. **RHINO ARMOUR** will make reasonable attempts to contact the client via phone and e-mail on file before the destruction of the media.

In the case that a customer’s credit card declines a charge for **RHINO ARMOUR**, **RHINO ARMOUR** reserves the right to engage a third-party collections agency to collect the balance if the amount due is not settled within thirty (30) days of the initial declined charge.

Liability

RHINO ARMOUR assumes no liability for any claims regarding the physical function of media and or equipment nor the condition or existence of data on storage media supplied before, during or after service. In no event will **RHINO ARMOUR** be liable for any loss of data, revenue, or profits, or any special, incidental, contingent, or consequential damages, however, caused before, during or after service, even if **RHINO ARMOUR** has been advised of the possibility of damages or loss to persons or property? Our liability of any kind concerning the services, including any negligence on its part, shall be limited to the contract price for the services. Client and **RHINO ARMOUR** agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at our discretion, additional attempts by us to recover satisfactory data. The client is fully aware of the inherent risks of injury and property damage involved in data recovery, including, without limitation, risks due to destruction or damage to the media or data and inability to recover data or inaccurate or incomplete data recovery, including those that may result from the negligence of **RHINO ARMOUR**, and assumes any known risks of injury and property damage that may result reward.



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Although best efforts are made, customers will not hold **RHINO ARMOUR** responsible for damage in transit, either to or from our facility.

TRANSPORTATION AND STORAGE MEDIA LIABILITY

(If transportation is conducted as part of our service agreement)

RHINO ARMOUR will take every precaution to ensure the customer's storage media arrives, is safely processed and serviced to the best of industry standards. However, **RHINO ARMOUR** will not assume liability for loss, damage, theft or otherwise due to the actions of **RHINO ARMOUR**, its employees, partners, affiliates or contractors. The customer acknowledges that the storage media and associated equipment being sent to **RHINO ARMOUR** for service are, by definition - damaged or inoperable, and thus, any claims against **RHINO ARMOUR** in attempts to recover monetary compensation due to handling or servicing will not be entertained. Customer reserves the right to request their storage devices and/or equipment be insured by the shipping courier for additional cost. In the unlikely event of damage/loss of said equipment, an insurance claim can be made against the courier. The courier will then investigate the incident, and the customer may be subject to compensation upon the claim completion. **RHINO ARMOUR** will not be held responsible for any claims the courier denies.

Disclaimer of Consequential Damages and Damages Cap

Except for a breach of confidentiality, in no event will either Party be liable to the other Party for any consequential, incidental or like damages, however, caused and on any theory of liability, whether or not such Party knew or should have known of the possibility of such damage.

Other than as set forth below, shall **RHINO ARMOUR**'s liability not exceed the monies paid by the client to **RHINO ARMOUR** for the applicable services, excluding shipping charges or other third-party fees ("damages cap"). In the event of an unauthorised transaction by a **RHINO ARMOUR** employee or agent, **RHINO ARMOUR** is liable for no amount exceeding the damages cap. **RHINO ARMOUR** must be notified within five (5) days of an unauthorised transaction, or the client waives all rights to damages.


By agreeing to this service agreement, you are stating that you understand that the media/data/equipment you are making available to **RHINO ARMOUR** is already damaged, that data recovery efforts can result in further damage and that we will not be held responsible for this or any other type of damage caused to this media.

Disclaimer of Implied Warranties

All implied warranties and similar obligations are disclaimed, including but not limited to those of fitness for a particular purpose and merchantability, whether otherwise arising by custom, usage, law, or trade practice. No warranties extend beyond those expressly contained in the service agreement. **RHINO ARMOUR** does not warrant that returned media, serviced or not serviced, will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction.

Emergency Services Terms

Emergency data recovery services provide the fastest possible turnaround time by prioritising the case ahead of all other jobs. This premium service utilises **RHINO ARMOUR**'s most senior expert engineers working around the clock in our recovery environments. It includes expedited inbound/outbound shipping, 24/7 direct support access, instant online case monitoring, data restore assistance, and a 100% data quality guarantee. For reference, expedited services offer slightly quicker turnarounds than standard services but do not take complete priority, such as emergency cases. Standard services are performed on a normal first-come, first-served schedule without rush handling.



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Emergency evaluations are non-refundable under any circumstances. This includes circumstances where the evaluation determines that data recovery is not possible or if the client refuses to proceed with the data recovery process. Clients requesting an emergency evaluation acknowledge and accept this no-refund policy during checkout.

Cancellation Fee

A client may request to cancel the service project at any point before the file list is posted. If the customer has already approved service based on the quote provided by RHINO ARMOUR, a cancellation fee equal to or greater than either £100 or 20% of the quoted service fee will apply.

Media Enclosures and Accessories

If you provide **RHINO ARMOUR** with your drive in a server, laptop, or other enclosure, the drive will be removed to service it. RHINO ARMOUR will not reassemble a RAID array or server or reinsert the drive in a laptop or other enclosure unless quoted to do so; any additional media required will be subject to charges. In such cases, a replacement part is requested, and this will be quoted prior to the installation of the component, drive, or service supplied.

If cables, cords, or other accessories are sent along with the storage media, RHINO ARMOUR is not responsible for them. It will not be held liable for lost or missing cables or other accessories. Furthermore, customers should not presume that storage media will be returned to them in the same packaging they used to send it to RHINO ARMOUR.

Access Credentials


A full amount will be due by the customer for services rendered by **RHINO ARMOUR**, even if the customer does not have access to their PIN or has lost it. **RHINO ARMOUR** is not responsible if a device's PIN, password, or other security credentials entered by the client are invalid or incorrect. **RHINO ARMOUR** will still require payment for services rendered in good faith. Suppose a device's security credentials prove incorrect or invalid during recovery. In that case, **RHINO ARMOUR** may, at its discretion, return the device to a functional state to allow the client a chance to enter the correct credentials and gain access to their recovered data. Suppose the client is uncertain of the correct credentials to access a damaged or encrypted device before initiating recovery services. In that case, **RHINO ARMOUR** highly recommends first utilising its separate Device Unlocking services to remove or reset security. However, this service will only be provided if explicitly arranged in advance.

Encryption

If, during the course of data recovery services, RHINO ARMOUR encounters full disk or partial folder encryption, this will require additional work to recover the data, and there will be a £100 surcharge on successful data recoveries, excluding cases of hardware encryption by the manufacturer. If your recovery is unsuccessful due to encryption, a service fee equalling £100 or 20% of the data recovery cost will be due.

File List Approval and Data Retrieval

The client must review the file list within five (5) days of completing the project. The file list includes the entirety of the data that will be provided to the client upon approval. Suppose the client does not decline the file list within that five-day period with a valid reason. In that case, **RHINO ARMOUR** will consider the file list as approved and charge the default payment on file in the full amount quoted plus any applicable shipping fees, and recovered data will be returned to the customer's shipping address on file at that time. If we cannot process a payment, we will add a storage fee of \$1.00 per day after the declined payment until the customer makes alternate payment arrangements. The balance may be sent to a third-party collections agency if not rectified within 30 days (see "Late or Declined Payments" below); in that case, these storage fees will also be included.



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Approving the File List

The client must approve the file list, per the aforementioned terms, before receiving the recovered data or any portion of it, even for expedited and emergency services. This indicates that the customer understands that the file list contains all the data that will be provided to them. Data within the “damaged” folder (if any) on the file list is not guaranteed to be intact or functional. No files will be supplied to the client—including “sample files”—in any case prior to the approval of the file list. Nor will **RHINO ARMOUR** provide screenshots of folder structures or files (except for RAW recoveries), and approvals must be made based on the supplied file list.

Declining the File List

Suppose the customer wishes to decline service based on the file list. In that case, the customer must provide **RHINO ARMOUR** with a detailed written account of the reason for the decline, including any files sought that were not on the file list and the possible location of these files. If this information is provided, **RHINO ARMOUR** will try to locate these files and update the file list accordingly. If this information is not provided, **RHINO ARMOUR** will attempt to contact the customer, and if no response is received within 30 days, the full quoted amount will be charged to the card on file, and the recovered media will be returned. Any money paid by Proforma will be retained for services already rendered even if no recovery is performed. This will remain in effect when a non-response state is in effect.

Once the file list is updated with the requested files that have been located, the customer is again responsible for reviewing and approving or declining this list. If there is no response within five (5) days, **RHINO ARMOUR** will consider the revised list approved and charge the full amount due. In any event, a charge may constitute absorbing the full amount of the pro-Forma invoice.

If this data exists but is not recoverable, the customer will not be charged for the service and will be offered the option to either dispose of the storage media or have it shipped back. (The customer will be due for the amount of return shipping.)


RHINO ARMOUR does not take responsibility for client errors. Suppose the client has sent incorrect media to **RHINO ARMOUR** and authorised recovery services, and **RHINO ARMOUR** has completed a recovery. In that case, the client will be responsible for the cost of the authorised services.

Data Recovery Success Criteria

We define a successful data recovery case as one in which a minimum of 75% of the client’s data is successfully recovered. However, in cases where the client has specified critical data or critical files during the initial engagement, and a previous arrangement with the client requiring a full 100% recovery of said files has been made, our success criteria will be adjusted accordingly. It is crucial to note that any specifics regarding critical data must be arranged before the quotation process, as this information directly impacts the risks involved and the state of the recovery. Our team will make every effort and utilise advanced recovery techniques to meet the agreed-upon requirements for critical data retrieval, ensuring transparency and clear communication throughout the process. By availing of our data recovery services, the client acknowledges and accepts the significance of these arrangements on the recovery process and any subsequent quotations.

Attempt Fee

We charge an upfront non-refundable attempt fee on certain difficult data recovery jobs. This fee covers the potential costs of specialised equipment, replacement components, and extensive labour required to work on your failed device comprehensively. The attempt fee ensures we can allocate all necessary resources to thoroughly diagnose the issue and try our best to recover your data. If an attempt fee applies to your case, you will be informed during the quote



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process, and the non-refundable fee is due before work begins. We aim to provide transparent pricing so you understand the full potential costs for these challenging data recovery situations.

File Retrieval

Once the file list is approved and the payment is finalised, the files will be supplied to the client either on another storage device or via FTP. FTP uploads will be limited to 50GB per case to ensure the utmost data security. We may charge for storage above this capacity. The above capacity may be exceeded if the recovery of the device exceeds the specified capacity, whereas pre submitted storage device has a capacity larger than the specified amount, a charge of 0.09pence per Gigabyte over the storage premium will be charged; please note that this is an automatic process but will be charged automatically and will be subjected to an additional invoice being generated and must be cleared before the transfer of recovered data can be performed. If you have received a proforma invoice, this is called a recovery attempt fee and does not constitute a guarantee of data recovery in any such way. A recovery attempt may yield no data recovery, but the full fee will be withheld in all cases. All recovered data will be removed from the Servers (FTP) after 30 days unless an additional fee for storage of the total amount is paid every month; this fee will be due on the 1st day of the month and be in advance of all 30 day periods, after disclosed time or date the data will be automatically removed. All responsibility to this data will then be removed.

Transfer Media

If the client's recovered data exceeds the limits in the previous paragraph, the data will be placed on a transfer drive. Devices provided by RHINO ARMOUR will be sufficient to store all the recovered data, but we do not guarantee any particular brand, model, or part number. If selected as the recovery process, this device or Devices will be charged for in all cases; a quote may be obtained before storage of recovered files is transferred to the device.

Service Satisfaction Policy

RHINO ARMOUR offers a 14-day review period from when the client receives the recovered data files for inspection via digital transfer or physical media to ensure satisfaction with our data recovery services. Should any issues arise during this window regarding defects, incomplete results, or general accessibility problems with the recovered data, the client must promptly notify **RHINO ARMOUR** to attempt to resolve any recovery quality concerns. This may include redoing aspects of the recovery process if necessary. If no client contact is received within 14 days, **RHINO ARMOUR** will dispose of the original media (e.g., hard drive, memory card, etc.).

Selecting the option to have original media returned during checkout waives the 14-day review period upon **RHINO ARMOUR** shipping back said media to the client. Refund eligibility will be evaluated on a case-by-case basis - refunds are not automatically guaranteed and remain at the sole discretion of our technical staff based on the service issues claimed. If 14 days lapse after receiving recovery results without client contact to report concerns over quality or request refund assessment, we, unfortunately, cannot offer subsequent repairs, do-overs, refund consideration, or further assistance for that specific recovery case.

Declined Services

If the client declines to have service completed or a device is found to be unrecoverable, there will be an option to have the device securely disposed of or returned by mail. The client will be responsible for the cost of return shipping.

Monolithic Devices



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When a monolithic device (SD card, Micro SD Card, or Flash Drive) is approved for recovery, **RHINO ARMOUR** will not return the device after completion, no matter the outcome. **RHINO ARMOUR** reserves the right to securely dispose of or keep the original media for further research and development and to protect proprietary recovery methods.


Mechanical Failure or Broken Devices

A device received that is in a non-working state is already deemed beyond recovery; all attempts to recover data will be charged for, and devices of such state may not be returned to the client in their original broken state. Devices deemed in this action may be dismantled or further damaged in the recovery attempt, by paying the pre recovery attempt fee, the client is agreeing to possible destruction of the data and has already accepted data in a loss state, this means that all and every recovery attempt by **RHINO ARMOUR** may not result in any kind of data recovery being possible and even though **RHINO ARMOUR** has agreed to process the device for recovery there is no acceptance or responsibility to a device or data contained as this is purely conjecture that the data exists in any state, **RHINO ARMOUR** is not attempting data recovery services in any way that is in belief or otherwise that the data still exists as mechanical destruction or breaks in the normal functioning of the device and not limiting to prior destructive events such as collision with or by objects and non-normal operation of the device may have rendered all data unrecoverable or in a unrecoverable state, we do not guarantee recovery or states of any device, any device in a broke, damaged or a state that contravene its normal use as anything but damaged and unrecoverable and in a gesture of good will attempt the recovery, this is under no guarantee or promise or any other lawful term or responsibility or liability to the state of the data in any circumstance.

All rights and liabilities are reserved and not applied or assumed in any case. The data recovery process can be destructive, and under no circumstance, responsibility, or liability will **RHINO ARMOUR** not accept any liability or responsibility in any case, engaged with or not. The client will not imply that the data recovery process has damaged or caused any data loss and accepts that **RHINO ARMOUR** is working in their best interests and acts of data goodwill, as **RHINO ARMOUR** cannot accept any liability in any way.

Media and Data Recovered

If, in any case, data is recovered, its content may be subjected to scrutiny to recover a sample of the quality of the data restoration process. This process, however, will be done lawfully and will not disclose the contents of the data to any persons unless the data recovered contravenes the law by being obscene, defamatory, liable, creates or breaks certain infringement, copyright or other liability. Samples of the data may be passed to law informant or other agencies that may contact the client with the details provided on our contact forms, all data will be handed over to authorities, upon receiving appropriate warrants and other documentation for its release, data contained on our services will not leave our facility, this data remains the property of the client in all states and is not accessed or used retained outside of stated timeframes unless required by the lawful owner of the data, we will not provide a copy of the data or release the data in any way from our care, we also will retain the copy on our servers after recovery for a 30 day rolling duration, the client **MUST** request the destruction of the data in writing before 30 day period expires, if the data is under the chargeable amount for the first 30 days this period in accordance to our terms will be stored for this duration free of charge, after this initial period the data will be chargeable, the charges are in 30 day blocks and are submitted to all charges, these charges must be paid for the destruction process to be commenced.



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All outstanding monies may result in claims being raised towards the client until the amounts are resolved. These fees will be subjected to an 11% overdue cost being applied every 30 days the money is outstanding. They will not be subjected to any claims or disputes outside of the terms laid out in this agreement, and any debt recovery services engaged in recovering monies will be chargeable. Credit ratings and other financial implications may directly result from outstanding monies; engaging the recovery process will automatically count as the service, and all liabilities and T&Cs have been accepted and agreed upon by the client. The data remains encrypted on our servers, and no access to any persons will be granted unless by warrant until destroyed. The data may not be surrendered to any party until all due monies are paid and cleared.

RHINO ARMOUR accepts no liability for data loss resulting in database destruction or data loss in date format or time-based date formats that may or may not incriminate the data or be required to retain a date stamp; the data is written as the date recovered and not original date stamp, this must be considered before data is written, date created may also be affected by the recovery process, the recovery process is destructive within this remit, and all data recovery methods and processes are that of last resort. They may render all devices unusable after the recovery process has been completed. Please understand that this is a recovery process, and paying the pre-attempt invoice amounts renders RHINO ARMOUR absolved of all liabilities to data devices in this process.

Postage.

All postage costs are liable to the client; any additional insurance, services or courier preference is at the cost of the client. Additional advice can be provided for transporting the device or memory unit. All advice and recommendations are seen as goodwill, and no liability or responsibility implied or otherwise may be held towards RHINO ARMOUR. Any device lost or stolen before reaching RHINO ARMOUR or whilst in transit back to the client will be the responsibility of the services; receipts and postage information will be provided to the client; it is the responsibility of the client to claim for any loss or damage caused to their device sending or in the process of return RHINO ARMOUR does not and will not accept any responsibility of any kind. Sufficient information and provided information obtained by courier or postal services will be passed on to the client.

These Terms and Agreements are under the © copyright of RHINO ARMOUR, all rights reserved and can be changed without notice. Please request an up-to-date copy before engaging any service, but this is the client's liability and not RHINO ARMOUR to request. No such function is performed by RHINO ARMOUR, and no liability or responsibility resides with or is acknowledged by RHINO ARMOUR under any circumstance.

The terms and conditions and all data and logos within this document are supplied following data recovery services offered by:

Rhino Armour
Unit 5, WMCC, Grimsby North East Lincolnshire, DN31 2QH.