

## KÜRT Data Recovery - General Terms and Conditions

1. In order to use the service, the CLIENT must arrange for the delivery of the damaged data carrier. KÜRT can pick up the data carrier and any accessories only at KÜRT Data Recovery Customer Service, this is not possible at an external location.
2. KÜRT will only take over the data carrier if the "Report Data loss" online data sheet on the [Report data loss \(kurt-datarecovery.com\)](http://kurt-datarecovery.com) website has been filled in by the PRINCIPAL and the printed Data Sheet generated from it has been signed by the CLIENT or its agent and attached to the deliverable data carrier. A handover document is prepared for the received media and its accessories when arrives to KÜRT.
3. The reference number provided by KÜRT is needed for any kind of administrative procedure (requesting information, receipt/submission of devices, receipt of recovered data etc.). The CLIENT shall treat the reference number as confidential information and may disclose it to any third party only at its own responsibility. Any possible damage incurred thereby shall be borne exclusively by the CLIENT, KÜRT assumes no responsibility for such cases.
4. In case of an encrypted media (e.g., Bitlocker, etc.) the software/hardware tools needed for commencing work shall be provided by the CLIENT.
5. The CLIENT acknowledges that opening and disassembling the media will render the guarantee void.
6. Upon receipt of the data carrier by KÜRT Customer Service, KÜRT will send a Price offer for data recovery in email, which includes the data recovery work fee and the expected deadline, within the deadline corresponding to the package selected by the CLIENT on the "Report data loss" form. In the case of CD, DVD, Floppy, Zip discs, the CLIENT may order the data recovery service without examination and price offer, at the price fixed in the current price list published on the KÜRT website. In the case of Other data carriers, KÜRT examines the data carrier at an individual price. The fee for the SOS Data Recovery service is determined individually by KÜRT. In case of unsuccessful SOS Data Recovery, 20% of the established fee is payable in all cases.
7. CUSTOMER can order or cancel the data recovery based on the Price offer. If no reply is received to the Price offer within the validity period mentioned on the offer, the case shall be treated as closed so that no data recovery has been ordered, in which case KÜRT shall store the undelivered assets for 90 days (see #20).
8. The CLIENT acknowledges that if he orders the data recovery after receiving the price offer, KÜRT is entitled to invoice the data recovery fee. KÜRT may stipulate in the price offer the fee to be paid in case of unsuccessful data recovery, which is a minimum of 20% of the offered fee. In special cases, KÜRT gives an individual price offer (hereinafter: Individual Data Recovery offer.)
9. KÜRT accepts the order based on the Data Recovery Price offer document signed by the CLIENT. The Order can be placed in person at KÜRT Customer Service or by e-mail, returning the signed, scanned Data recovery price offer. The deadline for data recovery is calculated from the confirmation of the Order by KÜRT.
10. After the Order, it is no longer possible to change any part of the contract.
11. From the deadline point of view, the data recovery is considered as completed if KÜRT has notified the CUSTOMER by e-mail. In case of successful data recovery, KÜRT prepares a directory and file list of the recovered data for verification and illustration purposes, which the CUSTOMER can access via a securely generated, password-protected link. If the CLIENT does not object in written form within 5 workdays from the notification of the completed data recovery, KÜRT will issue an invoice about the recovery fee, which will be sent to the CLIENT.
12. KÜRT will use the description given by the CLIENT at "Lost data, Needed files/folders" section on the "Report of data loss" form to determine the success of the data recovery process.

KÜRT only checks quantitative discrepancies and header correctness. The correctness of the header of the recovered files is checked by a special software procedure. For data protection and data security reasons, KÜRT does not examine data content, it is not necessary to know any personal data to perform the recovery process.

13. In case of successful data recovery, the work fee specified in the price offer will be invoiced. If the result of the data backup is partial, KÜRT will establish a proportionally reduced fee in accordance with the conditions set out in the Price offer (if the success does not reach 20%, the minimum fee set in the Price offer must be paid).  
In special cases where a directory and file list cannot be created from the result of the completed data recovery (e.g. special industrial systems) or the result cannot be illustrated in a list (e.g. RAW recovery), KÜRT and CLIENT agree on the success of the data recovery. If necessary, KÜRT provides the CLIENT with the opportunity to inspect the recovered data at a pre-arranged time at the KÜRT Data Recovery Customer Service on a computer set aside for this purpose.
14. Data recovery fails if data recovery is not possible.
15. If the recovery is not made by the deadline agreed in the Price offer, the CLIENT may decide after a delay of 10 working days to continue its order or cancel the order, in which case the minimum fee fixed in advance in the Price offer must be paid.
16. The recovered data is always saved to a separate media by KÜRT (data never saved back onto the original media). In case of a successful data recovery, KÜRT will provide a new data carrier for the recovered data up to 2 TB, for which it undertakes a replacement guarantee within 14 days of its transfer, in case of failure in the intended use.  
If the size of the recovered data exceeds 2TB, the CLIENT must provide blank media of an appropriate size.  
KÜRT encrypts the data carrier containing the recovered data for data security reasons, and sends the password required for unlocking to the CLIENT in a separate e-mail.  
KÜRT only waives the use of encryption if this is professionally justified (e.g. in the case of industrial systems) or if the CLIENT has a prior written request not to encrypt the media.  
KÜRT shall not be liable for any damages that may result from this, they shall be borne solely by the CLIENT.
17. KÜRT transfers the recovered data to the CLIENT after the payment of the service fee.

Accepted payment methods:

- cash (up to a maximum of HUF 100,000)
- bank transfer
- credit card (Visa and Mastercard only)

In individual cases, KÜRT transfers the recovered data at the same time as the invoice is issued.

18. In case of successful data recovery, KÜRT will hand over the recovered data to the CLIENT or its representative in person. Upon request, as a convenience service, KÜRT delivers the recovered data to the CLIENT with a contracted courier partner, for which KÜRT does not charge a separate fee. KÜRT shall not be liable for damages resulting from any failure by the courier service during the delivery, they shall be borne solely by the CUSTOMER. Freight parity according to Incoterms: EXW.KÜRT ZRT BUDAPEST RÉTKÖZ U. 5. 4TH FLOOR.

In special cases, KÜRT and the CLIENT agree individually on the method of transferring the recovered data.

19. The CLIENT can check the data recovery result within 14 days from the receipt of the data carrier containing the recovered data.

Any complaint must be reported to the CLIENT by e-mail (adatmentes@kurt.hu), indicating the case registration number in the subject, and detailing the problem. KÜRT is obliged to investigate the complaint as soon as possible.

If the CLIENT does not object within 14 days, he may no longer make any claim in connection with the performance of the service. After 14 days (or the closing of the complaint), KÜRT will permanently delete any copy of the data carrier made during the data recovery process.

20. KÜRT will keep the CLIENT's undelivered equipment (data carrier and possible accessories) for another 90 days. If the CLIENT does not deliver within this time, he may no longer make any claims in connection with his assets.

KÜRT destroys the data carrier and then treats it as IT waste together with any accessories.

The destruction of the data carrier is carried out with a special tool, which carries out such physical destruction in the data storage device that it is no longer possible to recover data from it by any currently known technology.

21. KÜRT assumes full responsibility for the confidential handling of the CLIENT's data, so declares that it uses the data and information obtained during the performance of the data recovery contract only in accordance with the purpose of the contract, does not transfer them to third parties or disclose them.

22. Other parts of the data recovery contract:

- Request for price offer,
- Statement about the medium,
- Handover documents,
- Data recovery price offer.
- KÜRT Data recovery informative price list (available: [Data Recovery Prices - KÜRT Data Recovery](#))

23. Issues not regulated in this General Terms of Contract are governed by the provisions of the Hungarian Civil Code.

Budapest, 2021

KÜRT Co. - Data Recovery Division