



General Terms and Conditions

1. FIELD OF APPLICATION

1.1 TERMS AND CONDITIONS OF THE MANDATE

The following terms and conditions govern the contractual relationship between TESWEB SA, the Agent, hereinafter referred to as TESWEB SA, and the end Client, the Mandator, hereinafter referred to as Client.

1.2 TERMS AND CONDITIONS OF THE CLIENT

The application of the Client's terms and conditions is expressly excluded.

2. SERVICE DESCRIPTION

2.1 THE SERVICE

SOS DATA RECOVERY is a data recovery and digital data analysis service on hard copies (hereinafter referred to as the Service), provided by TESWEB SA.

3. TESWEB SA'S COMMITMENTS

3.1 SENDING DEFECTIVE SUPPORTS

At the request of the Client, TESWEB SA can provide a stamped protection package for a delivery upon signature. This packaging and the shipping costs are charged extra. TESWEB SA does not bear any liability for the services of the mandated transporter.

The Client is free to choose any other mode of transport (faster, additional insurance, etc.) at their own expense.

3.2 HARD COPIES

TESWEB SA cannot be held responsible or guarantee the integrity of the media provided by the Client.

TESWEB SA makes its best efforts to recover the data on the media provided by the Client. As a result, media provided by the Client may no longer be functional. TESWEB SA cannot be held responsible.

The manufacturer's purchase guarantee may be canceled by the manufacturer once the analysis, the attempt, and/or the data recovery have been made.

3.3 TIME FRAME

TESWEB SA undertakes to process the data storage equipment provided by the Client as soon as possible and with the utmost speed. The recovery periods communicated are indicative and TESWEB SA is held accountable. No responsibility can result from an expiry of the announced deadline unless TESWEB SA has given their written consent.

3.4 DATA RECOVERY

Once TESWEB SA has access to the available sectors, they will make a bit-by-bit copy of the Client's media, on temporary backup media that TESWEB SA will store in a safe.

The analysis and reconstruction of the desired data is done on temporary backup media.

3.5 DESIRED DATA AND INITIAL SITUATIONS

The Client is obliged to inform TESWEB SA of all tampering and recovery attempts already made, by their own means or those of third parties, on the physical supports and the data provided by the Client.

TESWEB SA reserves the right to adjust the fees when the Client fails to inform TESWEB SA of tampering and/or recovery attempts made.

The Client is obliged to inform TESWEB SA of the searched data and their quantity in Mb/Gb/Tb or in number of files. If the Client fails to specify the data sought, TESWEB SA shall extract the data presented on the bit-by-bit copy. The latter may not be complete.

3.6 RESTORATION OF RECOVERED DATA

TESWEB SA cannot be held responsible when part of the files recovered and transmitted to the Client:

- do not function
- are useless to the Client
- when folder structure and file names cannot be retrieved

The recovered data is transmitted on a new medium. Depending on the volume recovered, TESWEB SA reserves the right to additionally charge for extra media.

TESWEB SA undertakes to provide, if possible, a list of data retrieved at the end of the mandate, which can be viewed on the Extranet.

3.7 RESTORATION OF THE CLIENT'S MEDIA

The media provided by the Client are not immediately returned to them at the end of the mandate.

The Client is obliged to inform TESWEB SA if they wish to recover the original media. Shipping costs are applicable for the return of these media.

3.8 DESTRUCTION OF THE CLIENT'S MEDIA

If the Client has not informed TESWEB SA of their wish to recover the original media, TESWEB SA reserves the right to destroy them no earlier than 60 days after the end of the mandate.

3.9 DESTRUCTION OF BACKUP COPIES

At the end of the mandate, TESWEB SA shall keep the bit-by-bit backup copies for 14 days to guarantee any defect in the data media given to the Client. The data can be destroyed earlier upon written request from the Client.

3.10 ADDITIONAL FEES

The contractually agreed additional fees are the responsibility of TESWEB SA, unless the Client has approved, in writing, a change to the contract or, for other reasons, is liable for additional fee as a result of tampering with the media.

4. CLIENT RIGHTS AND OBLIGATIONS

4.1 PAYMENT PERIOD

TESWEB SA's fees are subject to pro forma billing due on the issue date.

TESWEB SA will not send the recovered data nor return of the original media the Client before they have received the proof of payment from the Client (e-mail or print).

4.2 DELAY AND RESIDENCE

In the event of non-payment on time, a reminder fee of 15 CHF.- will be charged at each reminder.

As for the Client's residence, TESWEB SA is entitled to ask the Client for proof before performing any services.

4.3 CANCELLATION

The Client may terminate their request for analysis or the mandate agreement at any time in writing, in accordance with art. 404 para 1 CO.

The services provided before the termination are to be remunerated according to art 404 al 2 CO:

- When an analysis has been requested and TESWEB SA is not yet in possession of the media. Administrative costs of 30 CHF will be charged as well as any shipping costs already incurred.
- When the mandate contract has been accepted by the Client, basic fees, spare parts, shipping costs, analysis fees, and fees already paid will be invoiced. The fees already paid are charged at the hourly rate of 300 CHF/hour.

5. PRIVACY AND SECURITY

5.1 CONFIDENTIAL INFORMATION

Constitutes confidential information within the meaning of this Agreement, all the information contained on the

Media entrusted by the Client, without exception.

5.2 CONFIDENTIALITY AND DATA PROTECTION

As part of the Service, TESWEB SA, including all of its employees and any auxiliary, undertakes to:

- access and process confidential information with due diligence so that it retains its nature.
- to refrain from any use or direct or indirect exploitation of this information for a purpose other than the delivery of these to the Client.
- only allow access to confidential information to employees processing it, who must imperatively be subject to these confidentiality provisions.
- only provide information and data to the person named on the contract by the Client.

5.3 VALIDITY, FIELD OF APPLICATION, AND TERM

The confidentiality and data protection obligations are imprescriptible.

5.4 PENALTY AND INJURY CLAUSE

In case of violation of the confidentiality clause, TESWEB SA will be liable for a lump sum of 20,000 CHF. -.

The payment of the penalty clause does not release TESWEB SA from the obligations arising from this Agreement.

6. FINAL PROVISIONS

6.1 APPLICABLE RIGHTS AND FOR

This contract is subject to Swiss law.

For any dispute arising from this contract, the parties accept the sole jurisdiction of the courts of the Canton of Neuchâtel.

6.2 AMENDMENTS TO THE TERMS AND CONDITIONS

TESWEB SA reserves the right to change these terms and conditions at any time. Amendments made to these terms and conditions are published on the website.

Neuchâtel, July 2018