

TOSHIBA DATA RECOVERY SERVICE FOR TOSHIBA LAPTOPS

SERVICE DESCRIPTION

This service upgrades the warranty of your Toshiba laptop to a Data Recovery Service and extends your standard warranty duration (if applicable). It includes the evaluation of the recovery possibility and if recovery is possible, the recovery of the stored data, the saving of the data on a new hard drive and the transport of your laptop including the new hard drive back to you.

The terms and conditions applicable to this Data Recovery Service are outlined below. These terms and conditions apply in addition to the standard warranty terms and conditions and shall always prevail in case of conflict.

Please note: Toshiba or its Service Providers do not guarantee the recovery of the data.

GENERAL INFORMATION

By usage of the offered service you authorise Toshiba or its Service Providers to conduct an evaluation of your HDD to determine the nature of the damage and the possibility of the data recovery. Thus, Toshiba or its Service Providers will have access to the data on the HDD. Toshiba and its Service Providers places great importance on complying with all Data Protection Acts. Furthermore, Toshiba or its Service Providers are expressly obliged to maintain absolute confidentiality about any of your data which may have been accessed as a consequence of fulfilling the Data Recovery Service. The data will neither be used for own purposes nor for third party purposes. All data to which Toshiba or its Service Providers may have had access, including copies of that information, will be returned or destroyed ten calendar days after the end of the Data Recovery Service.

By requesting a Data Recovery Service, you confirm that any and all data on the laptop is solely your legal property.

SERVICE DESCRIPTION

The Data Recovery Service is only available in the country of purchase of this Data Recovery Service.

To obtain service, please contact the Toshiba Support Centre. The Call Centre is available on local business days from 9 a.m. to 5 p.m. local time, excluding public holidays. When calling, please also ensure that you have access to your Toshiba laptop and be ready to provide information about this service.

Toshiba, its Authorised Resellers and Service Providers reserve the right to request proof of purchase (e.g. a paid and dated invoice from the Authorised Reseller) stating model and serial number, before accepting any service claim.

IF DATA RECOVERY IS POSSIBLE AND SUCCESSFUL:

- The data will be restored and saved on Toshiba's or its Service Provider's servers and you will get your laptop back including a new hard drive with the restored data. Please note that the new hard drive is covered for the remainder of the warranty period applying to this laptop or for three months, whichever is longer.
- The damaged hard drive becomes Toshiba's property. The damaged hard drive and/or the data contained on the laptop will be destroyed with a standard according to the technical state of the art that is impossible to retrieve that data.
- A copy of the restored data will be saved on Toshiba's or its Service Provider's server for ten calendar days after the laptop including the new hard drive has been shipped. If Toshiba or its Service Provider does not receive any notification from you within that period of time, the saved data will be deleted and no copies will be stored or will be available anymore.

IF DATA RECOVERY IS NOT POSSIBLE AND/OR NOT SUCCESSFUL:

- You will be notified by Toshiba or its Service Providers. From notification you will have ten calendar days time to request your damaged hard drive. This can be done by contacting the Toshiba Call Centre under the local phone number mentioned at the end of this booklet.
- In case of absence of such notification, your damaged hard drive will be destroyed with a standard according to the technical state of the art that is impossible to retrieve that data. Please note that you will not be entitled to claim compensation for the value of the destroyed hard drive.

SERVICE LIMITATION AND EXCLUSION

This service and the standard warranty does not apply if failure of the laptop or component has either resulted from manipulation or from maintenance or repair other than by a Toshiba Authorised Reseller or Authorised Service Provider or if the laptop or component labels/serial numbers have been altered or obscured.

This Data Recovery Service does not include the recovery or restoration of software programmes.

Considering that the media or data are already in a deteriorated state, you have to renounce any right to demand compensation for the value of said items. Consequently, Toshiba or its suppliers shall be under no liability for additional damage that said items may suffer as a result of attempts to execute the recovery of data and saving of said data in a new device.

Toshiba or its suppliers are released from any responsibility for the damage that the media or the data may suffer during shipment or transport. The customer accepts that the action should be directed against the courier.

The warranty extension of this service only covers parts and labour and does not apply to any failure or defect attributable to any extrinsic cause, accidental damage, improper use, transportation, wear and tear, viruses, use of non-Toshiba components or software, modification, adaptation, improper installation, improper maintenance, fixes of software or neglect. Should the repair of the laptop be related to a cause not covered by this service, Toshiba reserves the right to charge you for parts, labour and expenses.

If a failure of the hardware has already occurred prior to purchase of the service, this service will not cover the existing failure.

Please also check your standard warranty documentation for further information about the warranty exclusions.

> NO WARRANTY/EXCLUSION OF LIABILITY

Toshiba or its Service Providers make no warranty, neither express nor implied.

Toshiba or its Service Providers cannot be held liable for any loss of data of revenue or profits or any special, incidental or consequential damages, including but not limited to loss of data during transport to or from Toshiba or its service providers.

YOU are aware of the inherent risks of data damage involved in this Data Recovery Service, including without limitation, risks due to destruction and inability to recover data, or inaccurate or incomplete data recovery. Thus Toshiba or its Service Providers cannot be held liable for such damages.