



CPR Tools Inc. Data Recovery Service Plan Terms & Conditions

This Agreement is entered into between CPR Tools Inc., 2022 Hendry Street Fort Myers, Florida 33901 (“CPR”) and you the customer (“Customer”) agreeing to the following terms and conditions. Customer has purchased the CPR Tools Inc. Basic Data Recovery Service Plan (“Plan”) from CPR or a third party vendor duly licensed to sell a Plan.

By purchasing this Plan, Customer agrees that these terms and conditions govern any service, benefit or attempted offered under this Plan. Please keep this Plan’s terms and conditions in a safe place along with the sales receipt/invoice that you received when you purchased this Plan, as you will need them to verify your Plan’s coverage when you request service. The information below shall serve as a valuable reference guide and will help Customer determine what is and is not covered by this Plan. In the event of any questions, Customer should feel free to contact a CPR administrator and or its authorized representatives to assist Customer in understanding its benefits under this Plan.

PLAN COVERAGE PERIOD:

This Plan shall cover exactly one year of coverage from the date of purchase, however, Plan shall not cover more than three hundred and sixty-five days from the date of purchase of Plan. This period shall be known as the active period (“Active Period”). In addition, Plan may terminate prior to the end of Active Period, once Plan has been used by Customer for any singular use of CPR’s data recovery services under this Plan.

PLAN DATA RECOVERY COVERAGE:

Plan entitles Customer to ONE (1) data recovery attempt on ONE (1) device during the Active Period, which shall be good for any media storage device either delivered by Customer on its own or as a part of a large unit including but not limited to a cell phone, tablet computer, laptop computer, desktop computer, hard disk drive, flash stick, SD card or other like media device. All data recovery services will be completed using Plan services only. Data recovery services under Plan include all labor and advance technological attempts to recover data from any media storage device. CPR agrees to exercise its best efforts in recovering data, however, CPR expressly makes no guarantee or promise of specific results in recovering data from Customer’s media storage device. As stated above, Plan shall terminate once CPR attempts to



recover data from Customer's singular media storage device regardless of the outcome of CPR's attempts to recover such data.

WHAT IS NOT COVERED:

The Plan DOES NOT cover RAID systems, physically damaged media or media in which recovery has been attempted by another entity (commercial or private). In such cases ADVANCED services are required. If advanced services are required, additional fees will apply, including a one-time non-refundable deposit; the cost of the Plan will be deducted from this deposit.

SERVICES PROVIDED:

CPR agrees to have services performed that are designed to retrieve, while minimizing the damage to, the media files and/or data on Customer's media storage device. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT CUSTOMER'S MEDIA STORAGE DEVICE MAY BE DAMAGED PRIOR TO CPR'S RECEIPT OF THE SAME, AND CUSTOMER FURTHER ACKNOWLEDGES THAT CPR'S EFFORTS TO COMPLETE THE DATA RECOVERY SERVICES MAY RESULT IN FURTHER DAMAGE OR DESTRUCTION TO CUSTOMER'S MEDIA STORAGE DEVICE WHICH ALSO MAY VOID THE EQUIPMENT OEM WARRANTY. If possible, Customer should back up accessible data on its media storage device prior to submitting it for service under this Plan. If the damage sustained to Customer's media storage device is covered by the OEM warranty, then Customer should pursue the OEM responsible for providing Customer with a replacement device prior to instituting service under this Plan. Any services performed under this Plan is not a guarantee that lost data will be recovered, however, all reasonable efforts will be used to recover Customer's data through methods further explained below.

Under this Plan, Customer's media storage device is eligible for one (1) Data Recovery attempt during the term of coverage and pursuant to the terms and conditions of this Plan.

INITIATION OF DATA LABORATORY RECOVERY:

Customer may redeem Plan online at <https://recover.cprtools.com/redeem> or contact CPR Tools Inc. at 844.674.DATA (844.674.3282) and provide the Plan ID Number and proof of ownership the media storage device. After appropriately establishing proof of ownership a data recovery specialist will review the case to confirm eligibility and to set up data recovery service.



Customer will be asked to ship the media storage device to our designated laboratory facility to attempt the recovery of Customer's data. Customer must include in shipping information establishing proof of ownership and equal or greater level of packing protection for Customer's media storage device to prevent any further damage during shipment. Customer is responsible for the risk of loss of its media storage device during shipment. Customer is responsible for all shipping charges both to and from CPR's laboratory. In the event, CPR sends Customer's media storage device back to Customer via postal carrier or courier, Customer agrees to indemnify and hold harmless CPR if Customer's media storage device is inadvertently lost or destroyed through no fault of CPR.

Upon receipt of Customer's media storage device at CPR's laboratory facility, CPR will engage in:

a. RECOVERY EFFORT: CPR will attempt to recover Customer's lost data and files from the delivered media storage device.

b. RETURN OF RECOVERED DATA: Any of Customer's recovered data will be loaded on a media storage device and returned to Customer.

i. Media Storage Device provided by CPR: CPR will have sole discretion and be solely responsible for procuring the appropriate media storage device for Customer if Customer so chooses this option. In doing so Customer agrees to pre-purchase the new media storage device for the recovered data from CPR prior to CPR having any obligation to return the recovered data to Customer.

ii. Media Storage Device provided by Customer: In the event Customer wishes to provide CPR with a new media storage device, Customer will be solely responsible for procuring such device and safely shipping it to CPR. Any new media storage device selected by Customer must first be approved by CPR, to ensure type and capacity is appropriate for the size of data recovered.

iii. Original Equipment Return: Upon Customer's request, CPR will return Customer's original media storage device to it. Data recovery efforts utilized during laboratory recovery may render the original media storage device inoperable.

c. SOFTWARE INSTALLATION: Customer will be required to reinstall all of its software to its media storage device or new replacement media storage device. Installation or



re-installation of any and all software is solely the responsibility of Customer and is specifically not covered under this Plan.

d. DISPOSAL OF DEVICE: Unless Customer specifically and expressly requests that CPR return the original sent media storage device back to it, CPR will securely dispose of the media storage device following a data laboratory recovery attempt since such attempts may render Customer's media storage device inoperable. To the extent possible, Customer should back up any accessible data on the media storage device prior to shipping it to CPR for a recovery attempt.

NO RECOVERY-REFUND POLICY:

Data recovery is not always possible. In the event that the data is unrecoverable; No refunds will be remitted to customer.

LIMITATION OF LIABILITY:

Customer acknowledges that upon the initiation of any data recovery service provided by CPR hereunder that the media storage device, media and/or data, is already damaged and Customer further acknowledges that CPR's efforts to analyze the damage, prepare for and perform the services CPR believes are necessary or advisable may result in the destruction of or further damage to the media storage device, media and/or data. Customer agrees that it is submitting or permitting CPR access to the media storage device to perform the services described in this Plan. Customer agrees that in no event will CPR be liable for any damages whatsoever whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Plan. By requesting the services described in this Plan, Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk.

SERVICES NOT COVERED:

This Plan does not provide coverage for any of the following costs, expenses or services:

a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement;



b. Cleaning, preventative maintenance, or customer education expenses related to the media storage device, or any resultant damage caused by such;

c. Service required as a result of any alteration of the media service device, or repairs made by anyone other than a servicer authorized by CPR, or the use of supplies other than those recommended by the manufacturer;

d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the media storage device;

e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing Customer's media storage device from, or installing an alternate media device into, a custom installation;

f. Any perceived or actual monetary value associated with lost personal data, except to the extent covered under this Plan; and

CPR'S RIGHT TO RECOVER EXPENSES:

If Customer has a right to recover against another party for any expenses CPR has incurred to perform the services under this Plan, Customer's rights shall become CPR's rights. Customer shall do whatever is necessary to enable CPR to enforce these rights.

RENEWABILITY:

If Customer wishes to renew coverage under this Plan, please contact CPR Administrator prior to the expiration of Customer's current term to initiate CPR renewal process. Renewability is determined at CPR's sole discretion and may not be available.

DISPUTE RESOLUTION:

The parties will attempt to resolve any dispute arising out of or related to this Plan regarding any data recovery services requested or attempted hereunder through good faith negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to a court of competent jurisdiction. Each party will bear its own costs, however CPR reserves the right to pre-pay certain fees which Customer may incur in connection with the judicial process subject to refund by CPR if Customer does not prevail. Both parties waive their rights to a jury trial. All proceedings will take place in Lee County, Florida. The laws of the State of Florida will



exclusively govern these Terms and Conditions and CPR's provision of any data recovery services, without regard to Florida's conflicts of laws rules. Customer consents to the exclusive jurisdiction of the courts located in Lee County, Florida.

LEGAL RIGHTS; INDEMNITY:

Customer warrants that Customer is the legal owner or the authorized representative of the media storage device and data submitted to CPR for service under this Plan. Customer warrants that the data on the media storage device is legal and that Customer has the unrestricted legal right to: grant remote access to the data; have the data recovered and reproduced on a backup medium; receive the recovered data; and agree to this Plan. Customer will defend and indemnify CPR (including the directors, officers, employees, agents, delegates, and contractors of CPR, respectively) from any claims or actions relating to the media storage device or data, or Customer's rights or lack of rights thereto.

COMPLIANCE WITH LAWS:

Customer agrees to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Customer's media storage device. Customer acknowledges that a violation of the terms and conditions of this section could subject Customer to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which Customer's media storage device is manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. Customer acknowledges that it is not a restricted end-user or involved in any of the restricted activities described above, and that Customer will comply with and abide by these laws and regulations. CPR reserves the right to refuse service for, or return back to Customer, any media storage device that has been determined to violate these



regulations. A return of the media storage device under this paragraph is deemed an automatic breach of this Plan and as such CPR has the right to terminate the Plan immediately and continue to hold Customer liable for any costs, fees, or liability CPR may incur as a result of Customer's breach.

CONFIDENTIALITY OF CUSTOMER DATA:

CPR will use any information provided by Customer only for the purposes of fulfilling CPR's obligations under the Plan. CPR will use its best efforts to hold Customer's information in the strictest confidence while the media storage device and data or information is in CPR's possession, unless otherwise required by law or directed by law enforcement officials to disclose such contents, data or information.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES:

CPR PROVIDES THIS PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT CUSTOMER'S SOLE RISK. CPR DOES NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, CPR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.

ENTIRE AGREEMENT:

This Plan; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Customer's media storage device, constitutes the entire agreement between CPR and Customer and no representation, promise or condition not contained herein shall modify these items, except as required by law.