



General Terms and Conditions

1. SCOPE

1.1 GENERAL CONDITIONS OF THE MANDATE

These general conditions govern the contractual relationship between TESWEB SA, the Agent (hereinafter «TESWEB SA»), and the end client, the Principal (hereinafter «Client»).

1.2 CLIENT'S GENERAL CONDITIONS

The application of the Client's general or contractual conditions is strictly excluded unless prior agreement.

2. DESCRIPTION OF THE SERVICE

2.1 THE SERVICE

SOS DATA RECOVERY is a data recovery and digital data analysis service on physical media (hereinafter «the Service»), provided by TESWEB SA.

3. COMMITMENTS OF TESWEB SA

3.1 SENDING DEFECTIVE MEDIA

At the Client's request, TESWEB SA can provide prepaid protective packaging for shipment with signature, billed additionally, including postage. TESWEB SA declines all responsibility regarding the services of the mandated carrier.

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

3.2 PHYSICAL MEDIA

TESWEB SA does not guarantee nor assume responsibility for the integrity of the media provided by the Client.

TESWEB SA does its utmost to recover the data on the supplied media. However, these may become non-functional after the recovery attempt, without TESWEB SA being responsible.

The manufacturer's purchase warranty may be voided by the manufacturer once the analysis, attempt, and/or data recovery have been performed.

3.3 DEADLINE

TESWEB SA undertakes to process the data media provided by the Client as soon as possible and with maximum diligence. The recovery times communicated are indicative and do not engage the responsibility of TESWEB SA. No liability can arise from an overrun of the announced deadline unless there is a specific written commitment from TESWEB SA.

3.4 DATA RECOVERY

Once access to the sectors is possible, TESWEB SA makes a bit-by-bit copy of the client's media onto temporary security media that TESWEB SA stores in a safe.

The work of analysis and reconstruction of the sought data is done on the temporary security media, except in exceptional cases.

3.5 SOUGHT DATA AND INITIAL SITUATIONS

The Client is required to inform TESWEB SA of any manipulation and recovery attempts already carried out by their own means or those of third parties on the physical media and/or the data provided by the Client.

TESWEB SA reserves the right to adjust the costs after validation of the mandate when the Client omits to inform TESWEB SA of the manipulations and/or attempts already performed.

The Client is required to inform TESWEB SA of the sought data and their quantity in MB/GB/TB or in the number of files. If the Client fails to specify the sought data, TESWEB SA extracts the data present on the bit-by-bit copy made or directly from the original media. The recovered and extracted data may not be complete.

3.6 RETURN OF RECOVERED DATA

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

- are non-functional
- are useless for the Client
- or if the folder structures and file names are unrecoverable

The recovered data are transmitted on new media or via the cloud. Depending on the volume, additional costs may apply for additional media.

TESWEB SA provides, if possible, a listing of the recovered data viewable on the Extranet.

3.7 RETURN OF THE CLIENT'S MEDIA

By default, the media provided by the Client are not returned.

The Client must inform TESWEB SA if they wish their return, with the shipping costs being at their expense.

3.8 DESTRUCTION OF THE CLIENT'S MEDIA

If the Client has not informed TESWEB SA in writing of their wish to recover the original media, TESWEB SA reserves the right to destroy them after a minimum period of 60 days following the end of the mandate or the closure of the file.

3.9 DESTRUCTION OF SECURITY COPIES

At the end of the mandate, TESWEB SA keeps the bit-by-bit security copies for 14 days to ensure against any defects of the data media handed over to the Client. Once this period has expired, TESWEB SA will destroy the security copies without informing the Client.

At the Client's written request, the security copies can be destroyed more quickly.

3.10 COST OVERRUN

The overrun of the costs provided for in the mandate contract is at the expense of TESWEB SA, unless the Client has approved in writing a modification of the mandate contract or is responsible for the additional costs due to manipulations and/or attempts already carried out on the media before their handling by TESWEB SA.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1 TIME LIMIT FOR VALIDATION OF THE MANDATE CONTRACT

After the analysis and mandate contract have been established, the Client is required to inform TESWEB SA in writing as soon as possible of their intention to proceed or not with the execution of the mandate.

TESWEB SA undertakes to securely store the Client's media provided pending validation of the mandate.

TESWEB SA reserves the right to:

- charge storage fees of a minimum amount of CHF 50.- per month after 60 days of storage as long as the mandate contract is not validated or refused.
- close the file and delete all original media and information transmitted by the Client within a period of 360 days, even in case of non-acceptance or refusal of the mandate.

4.2 PAYMENT DEADLINE

TESWEB SA's costs are subject to a pro forma invoice payable from the date of issue.

No recovered data nor any return of the original media will be carried out before TESWEB SA is in possession of proof of payment from the Client (email or printed copy).

4.3 DELAY AND DEFAULT

In case of non-payment within the deadlines, reminder fees of CHF 20.- will be charged for each reminder.

In case of default by the Client, TESWEB SA is entitled to request security from the Client before performing any service.

In case of non-payment of services within a period of 360 days, TESWEB SA reserves the right to:

- destroy all media, security copies, and extracted data belonging to the Client, even if they have not been returned to the Client. The amounts for the services remain due.
- transfer ownership of the data not claimed by the Client.

4.4 CANCELLATION

The Client may cancel their analysis request or the mandate contract at any time in writing, in accordance with Art. 404 para. 1 of the Swiss Code of Obligations (CO).

Services provided before cancellation are remunerated in accordance with Art. 404 para. 2 CO:

- if an analysis request has been made and TESWEB SA is not yet in possession of the media, administrative fees of CHF 30.- will be charged, as well as any shipping costs already incurred.
- if the mandate contract has been accepted by the Client, the basic costs, spare parts, shipping costs, analysis fees, and services already performed are billed at an hourly rate of CHF 300.-.

5. CONFIDENTIALITY AND SECURITY

5.1 CONFIDENTIAL INFORMATION

All information contained on the media entrusted by the Client constitutes confidential information within the meaning of this agreement, without exception.

5.2 CONFIDENTIALITY AND DATA PROTECTION

Within the framework of the Service, TESWEB SA, including all its employees and any auxiliaries, undertakes to:

- access and process the confidential information with due diligence to preserve its confidentiality.
- not use or exploit this information for purposes other than its delivery to the Client, except in case of non-payment of services after a period of 360 days.
- limit access to the confidential information to the concerned employees, who are subject to these confidentiality provisions.
- provide the information only to the person specified by the Client in the contract.

5.3 VALIDITY, SCOPE, AND TERM



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The obligations of confidentiality and data protection are perpetual.

5.4 PENALTY CLAUSE AND DAMAGES

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

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

6. FINAL PROVISIONS

6.1 APPLICABLE LAW AND JURISDICTION

This contract is exclusively subject to Swiss law.

For any dispute arising from this contract, the parties agree to the exclusive jurisdiction of the courts of the Canton of Neuchâtel.

6.2 MODIFICATION OF THE GENERAL CONDITIONS

TESWEB SA reserves the right to modify these general conditions at any time. Changes to these general conditions will be published on the website.

Neuchâtel, November 2024



Confidentiality and Data Protection Agreement

For the SOS Data Recovery service provided by TESWEB SA rue du Puits-Godet 6a, 2000 Neuchâtel - Switzerland

1. SERVICE

SOS DATA RECOVERY is a digital format (the Media) computer data recovery service provided by TESWEB SA (hereinafter the Service) to the Customer.

2. CONFIDENTIAL INFORMATION

Considered to be confidential information within the meaning of this agreement is all information contained on the Media provided by the Customer, without exception.

3. CONFIDENTIALITY AND DATA PROTECTION

As part of the Service, TESWEB SA, including all of its employees and any of its contractors is committed to :

- Access and handle the confidential information with due diligence to maintain its status.
- Renounce any use or direct or indirect processing of such information for any other purpose than that for which it was provided by the customer.
- Make the confidential information available only to those employees who must necessarily process it and who will always be subject to these confidentiality provisions.
- After fulfillment of the contract, destroy all information belonging to the Customer without restriction.
- Provide the information and data only to the person named on the contract by the Customer.

4. VALIDITY, SCOPE AND TERM

This Agreement takes effect upon signature by the Parties, but not later than the date the Customer provides the Media to TESWEB SA.

The confidentiality and data protection obligations shall continue to apply even after termination of this contract.

5. PENALTY CLAUSE AND DAMAGES

In the event of violation of the confidentiality clause, TESWEB SA will be liable for a lump sum payment of 20,000 CHF / 14,000 Euros.

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

6. APPLICABLE LAW

The Contracting Parties agree to submit any dispute arising under this contract to Swiss law exclusively.

Neuchâtel, 9 août 2016
TESWEB SA