

**APPLE REPAIR CLUB, INC.
DATA RECOVERY TERMS AND CONDITIONS**

This APPLE REPAIR CLUB, INC. Data Recovery (“APPLE REPAIR CLUB”) Terms and Conditions (“Agreement”) is provided to you (“Client” or “you”) in connection with the Client’s engagement of APPLE REPAIR CLUB for Data Recover Services (“Services”). By soliciting and/or accepting the Services of APPLE REPAIR CLUB, you agree to be bound by and accept the terms of this Agreement. Please read this Agreement in its entirety. These terms set forth herein comprise the entire agreement between APPLE REPAIR CLUB and Client with respect to the Services.

1. Authorization and Consent

The Client authorizes APPLE REPAIR CLUB or its employees, contractors, and agents to conduct an evaluation of the Client’s media and other hardware in order to determine the nature of the damage and provide an estimate of recovery costs and time required for service. The initial evaluation is free and no work beyond the evaluation will be performed or charged without the Client’s approval and consent. The Client authorizes APPLE REPAIR CLUB, its employees, contractors, and agents, to receive and transport this media/equipment/data to, from and between APPLE REPAIR CLUB’s facilities. The Client also authorizes APPLE REPAIR CLUB to take any and all reasonable effort and measures necessary to determine recoverability and to recover data from this media and or equipment. The Client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all of the information and data stored on the property. Client further agrees to defend, at its expense, indemnify, and hold APPLE REPAIR CLUB harmless against any third-party claims of ownership to the media and or equipment provided by Client.

Once APPLE REPAIR CLUB has completed its initial evaluation and identified the scope of work necessary to complete the data recovery services, APPLE REPAIR CLUB will contact Client for consent to proceed. APPLE REPAIR CLUB will provide Client with a list of recoverable files (“Recovery list”) and an estimate for completion of the Services. Upon approval of the Recovery list, Client shall complete a Credit Card Authorization Form authorizing APPLE REPAIR CLUB to complete the Services and charge Client’s credit card for the Services.

2. Payment and Refund Claim

Payment is due in full upon completion of successful recovery, prior to release of data, whether shipped, picked up or downloaded. Once data is verified, payment is made and data is picked up, there shall not be any provision for refund request or refund claim. Client herewith acknowledges with valid signature that APPLE REPAIR CLUB shall not be requested for refunds on any data recovery related transactions. In case of any refund claim or refund request on any nature of successful data recovery transaction, APPLE REPAIR CLUB shall not engage to entertain on any kind of data recovery refunds related requests or claims. Data recovery payment transaction is final and nonrefundable. Multiple services that are associated with data recovery shall not impact on data recovery cost. Client agrees and is abide by the data recovery terms and conditions that refund claims made in written on services that are associated with data recovery service, refunds procedure may take place only after satisfying data recovery standard cost breakdown. Client is financially responsible for all international shipping costs, custom duties and taxes to and from APPLE REPAIR CLUB's facilities. Company checks and bank transfers will be accepted however APPLE REPAIR CLUB will not release the recovered data until funds have cleared from Client's checking account.

3. Limitations of Liability

APPLE REPAIR CLUB shall not be liable as a result of this Agreement or the performance of Services therein or any other data recovery services, or evaluation of the possibility of providing data recovery services, for any claims regarding the physical functioning of equipment or media or the condition or existence of data on storage media supplied before, during or after Services. The Client understands and accepts that data recovery cannot be guaranteed and is not promised or guaranteed by APPLE REPAIR CLUB. In no event will APPLE REPAIR CLUB or any contractor, employee, or agent of APPLE REPAIR CLUB be liable for any loss of data or loss of revenue or profit or any special incidental, or consequential damages, however caused, in connection with this Agreement or any Services provided by APPLE REPAIR CLUB or its agents, contractors, or employees; even if APPLE REPAIR CLUB has been advised of the possibility of damage or loss to persons or property.

APPLE REPAIR CLUB's liability shall be limited to the contract price for the services. Client and APPLE REPAIR CLUB agree that the sole and exclusive remedy for APPLE REPAIR CLUB's inability to recover the data

outlined in the Recovery list shall be, at APPLE REPAIR CLUB's option, either (a) additional attempts by APPLE REPAIR CLUB to recover the data; or (b) a refund of any amount paid by the Client. Client acknowledges the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of APPLE REPAIR CLUB, and assumes any and all known risks of injury and property damage that may result. In no event will APPLE REPAIR CLUB be liable for loss of data on Client's media or hardware.

4. Disputes

The parties to this Agreement shall submit all disputes relating to this Agreement or to either party's performance hereunder, or any nature whatsoever, to arbitration, including but not limited to tort, contract, statutory, or equitable in accordance with the Rules of the American Arbitration Association, except that any claim in connection with APPLE REPAIR CLUB seeking equitable relief in connection with APPLE REPAIR CLUB's intellectual property rights or nonpayment for Services performed which may be brought in a court of law rather than in arbitration. Either party may enforce the award of the arbitrator in a court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial as to issues covered by this arbitration agreement. The arbitration shall take place in Virginia, and the laws of the State of Virginia shall apply to this Agreement.

5. Pre-Dispute Notice to APPLE REPAIR CLUB Data Recovery

In exchange for the valuable services and consideration provided by APPLE REPAIR CLUB, Client agrees that at least 60 days before initiating any formal dispute with APPLE REPAIR CLUB, including the filing of any demand for arbitration, the Client shall first submit a sworn, written, and signed declaration to APPLE REPAIR CLUB at: 501 FIFTH AVE, RM 607, NEW YORK, NY 10017, stating the Client's name, the problems experienced with APPLE REPAIR CLUB's Services, in detail, an itemization of all alleged losses claimed as a result of APPLE REPAIR CLUB conduct, and all information known to the Client concerning any claimed contract breaches or other actionable conduct of APPLE REPAIR CLUB pursuant to this Agreement. This declaration must state, at the end of the text and above the signature, "I declare under penalty of perjury that the foregoing is true and correct." This declaration will enable APPLE REPAIR CLUB to

review factual information about the alleged dispute so that any issues may be evaluated and resolved, potentially without the need for further proceedings.

Client and APPLE REPAIR CLUB agree that the sole and exclusive remedy for disputes relating to Services provided pursuant to this Agreement shall be, at APPLE REPAIR CLUB's option, additional attempts by engineers of APPLE REPAIR CLUB to recover satisfactory data or to refund the amount paid by the Client in full or part. APPLE REPAIR CLUB will retain a copy of Client's recovered data for a period of seven (7) days from the date of dispatch. During this period APPLE REPAIR CLUB will answer any queries concerning the recovered data and, if required, provide further copies. Any media left with APPLE REPAIR CLUB after sixty (60) days, will be securely disposed of in an appropriate manner and in no event will APPLE REPAIR CLUB be liable to Client or any third party whatsoever for the data.

6. Delivery and Shipping

All diagnostic reports are provided to the Client via telephone or electronic mail, unless otherwise agreed by a representative of APPLE REPAIR CLUB in writing. All media and hardware returned to Client as part of APPLE REPAIR CLUB's return service is shipped via UPS as Freight on Board Origin (FOB Origin) unless otherwise agreed to in writing by APPLE REPAIR CLUB. APPLE REPAIR CLUB will provide Client with the shipping information including tracking number. APPLE REPAIR CLUB holds no responsibility or liability for any media or hardware lost or damaged after shipment by APPLE REPAIR CLUB. The Client understands that APPLE REPAIR CLUB does not offer any guarantees or warranties of any kind and that the extent of any APPLE REPAIR CLUB's liability to the Client is strictly limited to the fees paid to APPLE REPAIR CLUB for its data recovery Services. If Client wishes to purchase shipping insurance, the Client must inform APPLE REPAIR CLUB prior to shipment by APPLE REPAIR CLUB and authorize APPLE REPAIR CLUB to charge for the resulting expenses.

7. Miscellaneous Provisions

Due to the nature of data recovery, APPLE REPAIR CLUB technicians may be required to carry out physical work on the media. The Client understands that the media/data/equipment made available to APPLE REPAIR CLUB is already damaged, that data recovery efforts may result in further damage. The Client also understands that media and/or equipment

warranties may become void and that APPLE REPAIR CLUB is not responsible for this or any other type of damage.

Client is aware that on occasion, APPLE REPAIR CLUB may be required to use additional media to continue with the diagnostic phase and/or carry out its recovery efforts. Examples of this include, but are not limited to, spare parts for disk drives and specific adaptors or connectors. APPLE REPAIR CLUB reserves the right to charge the Client for such additional media, at an agreed cost. On rare occasions, APPLE REPAIR CLUB may require the Client to cover some of the cost in attempting the recovery. This only applies when the recovery is complex or when severe damage has occurred. However, these are always provided as part of a no obligation, fixed price quotation, but are not offered as part of APPLE REPAIR CLUB's "no recovery, no fee" service. APPLE REPAIR CLUB Data Recovery agrees that any payment for a recovery will only be processed in the event that data is successfully recovered from the Client's media. The Client understands that due to the complex nature of data recovery, it is not always possible to recover all the information from the Client's media. APPLE REPAIR CLUB makes no provision for the completeness, relevance or importance of the data recovered for the Client unless otherwise agreed in writing by APPLE REPAIR CLUB Data Recovery and the Client.

Client warrants to APPLE REPAIR CLUB that the Services requested pursuant to this Agreement are not related to or in connecting with forensic data recovery for the collection, preservation, analysis, and presentation of computer-related evidence nor for any pending litigation matters including but not limited to criminal cases, civil litigation, and human resource and employment proceedings. Client shall immediately notify APPLE REPAIR CLUB if the media or hardware provided to APPLE REPAIR CLUB for data recovery is the subject of any pending litigation or forensic investigation. Client warrants to APPLE REPAIR CLUB that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to APPLE REPAIR CLUB; and Client will defend, at its expense, indemnify, and hold APPLE REPAIR CLUB harmless against any damages or expenses that may occur (including attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against APPLE REPAIR CLUB resulting from Client's breach of this Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with

respect to the subject hereof. This Agreement may be amended only by a writing signed by all Parties herein. The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the Commonwealth of Virginia without regard to its conflict of law provisions. Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

APPLE REPAIR CLUB MAKES AND CLIENT RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOODS OR SERVICES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CLIENT, AND APPLE REPAIR CLUB SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

End of Agreement

Client's Full Name:

Client's Signature:

Date:

Client's Address: