

Infinity Forensics (Private) Limited.

68460654

info@infinityforensics.com

Terms and Conditions (please read and sign)

- 1. General terms and conditions.** All our business activities are subject to our general terms and conditions of business, delivery and payment that form an unrestricted integral component of the contract unless individually otherwise agreed in writing. Any deviations or additions to these general terms and conditions, which may arise through deviating general terms and conditions of a client, shall only be acknowledged in the event the client issues an objection to this discrepancy via registered letter, whereby the letter of objection is to be received on our part within 8 days of receipt of our general terms and conditions.
- 2. Quotations and cost estimates.** Issued quotations are nonbinding and subject to confirmation. The quotation documents are the property of and subject to the copyright of the Infinity Forensics (Private) Limited and are not to be made accessible to a third party and are to be returned upon request. All conclusions and agreements are only binding on our part following our written confirmation. The same shall apply to oral ancillary agreements and subsequent amendments.
- 3. Authorization:** The client authorizes Infinity Forensics (Private) Limited and its affiliates to conduct an analysis of the media supplied to determine the nature of the incident and provide a report based on findings. The client authorizes Infinity Forensics (Private) Limited and its employees, and agents, to receive, transport, and have work performed on said media/equipment/data to, from and between different facilities as necessary. On approval of project costs, the client authorizes Infinity Forensics (Private) Limited to have a custody of any media or equipment involved in case.
- 4. Legal Rights:** The client is the legal owner or authorized representative of the legal owner of the property and all data contained therein sent to Infinity Forensics (Private) Limited. In most cases the original drive can be returned to the customer, if requested. In cases where the drive is repaired in our "clean-room" environment the drive will only be returned if physically possible and only upon client request. Any data, property or equipment left with Infinity Forensics (Private) Limited for a period of **30 days** (or more) without any ongoing communication (for example, but not limited to, unrecoverable media, client cancellation, pending client approval etc.) will be destroyed or recycled, at which time, Infinity Forensics (Private) Limited shall have no liability to the client or any third party.
- 5. Limited Liability:** Infinity Forensics (Private) Limited shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service. In no event will Infinity Forensics (Private) Limited be liable for any loss of data or loss of revenue or profits or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Infinity Forensics (Private) Limited has been advised of the possibility of damages or loss to persons or property. Infinity Forensics (Private) Limited's liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services. Infinity Forensics (Private) Limited will not be liable if such losses are due to the provision of false, misleading, incorrect or incomplete information or documentation by you, our reliance on instructions provided by you. Infinity Forensics (Private) Limited will not be liable for personal data breach & unauthorized access even in the event the data, property or equipment do not belong to the client. Client need to ensure that they get authorization from rightful owner before engage Infinity Forensics (Private) Limited for any service.
- 6. Confidentiality:** Infinity Forensics (Private) Limited agrees not to disclose any information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of Infinity Forensics (Private) Limited subject to **confidentiality agreements** or as required by law.
- 7. Payment:** Payment 30% down Payment and Balance is due in full upon completion of work, prior to release of data whether shipped, picked up or uploaded. The client is financially responsible, if applicable, for all shipping costs, insurance, custom duties and taxes to and from Infinity Forensics (Private) Limited. All deposits and fees are due upfront.
- 8. Warranty:** Infinity Forensics (Private) Limited makes no warranty, express or implied, and Infinity Forensics (Private) Limited disclaims any warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.
- 9. Agreement:** The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to mediation, in accordance with the republic of Singapore law. Either party may enforce the award of the mediator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The mediation shall take place in the Country in which the Infinity Forensics (Private) Limited's laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

By signing below, I the Client acknowledge that I have read and understand the Terms and Conditions listed above.

X _____
Client name, printed

X _____
Client signature

X _____
Date

Office Use Only

Quoted Minimum Cost: \$ _____ Client's Initials: _____