

Data Recovery Terms and Conditions

These Terms and Conditions apply to the Currys Data Recovery services. These services are provided by Currys Group Limited, Currys Newark Campus, Long Hollow Way, Newark NG24 2NH. Registered in England, No.504877. "We", "Us" and "Our" refers to Currys Group Limited.

1. Data Recovery procedures

Stage 1 – Completion of the Customer Questionnaire – We rely on the information you give Us to operate this service. Such information must be complete and as accurate as possible to enable Us to effectively resolve your problem. Our specialist will notify you of the fees due for the relevant service level.

Stage 2 – The Analysis: We will analyse your device in order to identify the problem, the extent of any damage and potential solutions. If you have purchased Standard Recovery and it is found this is not possible, we will endeavour to contact you by telephone to provide you with details and obtain instructions on how you wish to proceed. We will make three attempts to call you. If we are unable to contact you by telephone within 7 days, a letter will be sent to you at the address you provided, asking you to contact us. After a further 7 days, we will send you a final letter advising you to contact us. If we do not hear from you within 7 days of the final letter being sent, your device may be disposed of.

Stage 3 – The Recovery: This will be performed in accordance with your chosen level of service and you will be notified when your device and recovered data is ready for collection. Recovery of some or all of the data described in the 'Details of the Requirements' section constitutes a successful recovery.

Stage 4 – Collection: If the Data Recovery is successful your data will be placed on your backup device (that you supplied to us or we have supplied depending on the product purchased) and made available for collection from the store you booked the repair in or delivered back to your home if you have paid for that service. If in-store you must collect your device (whether or not your data retrieval has been achieved) and the backup device from Store within the times outlined in the terms and conditions for your repair service Section 9 below. If a successful recovery has not been achieved, we will refund your payment (please note: if you paid by card we will need the original card used when payment was taken to action a refund).

2. Levels of service

There are two levels of service with prices as advertised on the customer questionnaire:

1) Standard Recovery

The Standard Recovery service should be completed within 2 weeks. If for any reason recovery cannot be completed, we will contact you by telephone and give you the option of collecting your device or upgrading to the Advanced Recovery service.

2) Advanced Recovery

For more complicated recoveries which cannot be completed under Standard Recovery, the Advanced Recovery service may be used, this involves a clean bench temporary physical repair of your device in order to extract the data. Upon receiving the device for recovery an analysis will be performed, and you will be contacted by phone with details of what data can be recovered. You should receive results of what is possible within 1 month of receiving your device in our lab. If for any reason the Advanced Recovery cannot be completed or completed within the specified time you will be contacted by telephone. If large amounts of data (500GB or more) are involved recovery procedures may take longer. If parts are not immediately available to complete a physical repair of the device, there may be a delay to the completion of this service.

3. Terms of payment

Payment is due upon completion of the Customer Questionnaire. If you have paid for the Standard Recovery and it is found the recovery entails a service level upgrade, or only part of your data stated as important files on the Customer Questionnaire can be recovered, we will contact you to confirm if you wish to proceed. If you do not wish to proceed you can collect your device and receive a full refund. However, if you choose to proceed you will be asked to pay an additional amount for the service level upgrade. Additional monies are to be paid over the telephone.

4. Privacy Policy and data processing

By agreeing to these terms and conditions you declare as follows:

- (a) By requesting this service, you consent to us or our third parties operating on our behalf to process your personal data on the device for the purposes of Data Recovery
- (b) You have consent from all third parties whose personal data or sensitive personal data may be stored on the computer to undertake the Data Recovery service.
- (c) For Advanced services only, you agree that we will store a copy of recovered data for 14 days from recovery, after which time it will be deleted, and we will not retain a copy.

We may record your conversations with our engineers for training or records purposes. The personal information we collect from you will be used in accordance with GDPR 2018 to process this service, maintain appropriate customer records and provide after-sales service.

5. Recovery data security

All processes are subject to appropriate security controls. We will keep any recovered data confidential however you acknowledge that if illegal material is discovered on your computer, we may be under a duty to disclose any material to the relevant authorities.

6. Disclaimer and limitations of liability

While our expert specialists will use reasonable amounts of skill and care to recover data, you accept that we may not be able to recover your data. You acknowledge that by us working directly on the original drive, this may lower the chances of success for any future alternative recovery procedure you employ. Data Recovery is based upon the data that is physically readable on the device, which is not necessarily the full amount of data that originally was stored. We make no warranties about the usability of recovered files. You acknowledge that only previous recovery attempts may have caused damage to data or device, which may affect the usability of recovered files. In no event we will be liable for loss or corruption of data, records or information, loss of profits, insurance related costs, loss or corruption of software, loss of benefit, loss of goodwill or loss of business, or any indirect, special, incidental or consequential loss arising from this service. You should note that any Data Recovery work undertaken by us may invalidate any product (hardware and/or software) guarantees or warranties, and you should check with the manufacturer for details.

7. Unenforceable terms

In the event of any one or part of these terms being held unenforceable by a court or regulatory body, the remaining terms will continue to apply.

8. Governing law and court of law

This agreement shall be construed, and the relations of the parties shall be determined in accordance with the laws of England and Wales.

9. Telephone instructions and destruction of hardware

We, or third parties on our behalf, may need to contact you during the service. If your telephone details are incorrectly submitted or we cannot contact you by telephone (or you do not return our calls within a reasonable time), this may delay the Data Recovery service. As per section 1 above, we will endeavour to contact you by telephone and will make three attempts to call you, at variable times, over 7 days. If we are unable to contact you by telephone within 7 days, we will make two attempts to contact you via letter advising you to contact us. If you do not respond to our attempt(s) to contact you (in accordance with the details you provide in the Customer Information section of the form), we may destroy your device, and any information stored thereon.