

Aesonlabs Data Recovery – Terms and Conditions

Scope of Services

Aesonlabs Data Recovery (“ADR”) provides professional data recovery, digital extraction, and audio enhancement services on a best-effort basis. By submitting media or devices to ADR, the client confirms that they have read and agreed to the following terms.

ADR performs recovery attempts using available technical methods and industry-standard equipment. Due to the nature of damaged media and digital storage technologies, recovery results cannot be guaranteed. In some cases only partial data may be recovered, files may be incomplete or corrupted, or no data may be recoverable at all. By authorizing ADR to proceed, the client acknowledges these inherent limitations.

Recovery work is considered complete once the requested data has been successfully extracted and verified.

Written Authorization to Proceed

ADR requires written authorization (“go-ahead”) from the client before any recovery, enhancement, or technical analysis work begins.

Written authorization may be provided through email correspondence, electronic communication, or other written confirmation from the client indicating approval to proceed with the requested service.

By providing written authorization to proceed, the client agrees that ADR will begin technical work on the case and acknowledges responsibility for payment once the work has been completed.

Authorization to proceed constitutes acceptance of these Terms and Conditions.

ADR retains records of client authorization and correspondence as confirmation of approval to proceed.

Client Authorization and Ownership

The client confirms that they are the legal owner of the media or device submitted, or that they have full authorization from the owner to access the contents of that media.

ADR reserves the right to refuse service where ownership or authorization cannot reasonably be verified.

Devices that have been previously opened, physically damaged, serviced by other laboratories, exposed to contamination, or otherwise altered may have significantly reduced recovery potential. ADR

will make every reasonable effort to perform recovery but cannot guarantee results in such circumstances.

Deposit Requirement

ADR requires a minimum 40% deposit before recovery work begins.

This deposit secures the recovery attempt and covers the technical resources required to perform the work.

The deposit is non-refundable once recovery work has commenced, except in cases where ADR determines that no technical recovery attempt can be performed.

The remaining balance becomes due once recovery work has been completed.

Data Recovery Outcomes and Partial Recovery

Due to the condition of damaged media, the structure of modern storage systems, and the presence of bad sectors or degraded surfaces, it is common for recoveries to result in partial datasets.

Partial recovery may include missing files, corrupted files, incomplete directory structures, or files that cannot be opened due to media damage.

ADR performs recovery work based on the technical complexity of the case and the time and resources required to stabilize the media and extract accessible data. For this reason, payment is not determined solely by the percentage of files recovered.

In many cases, recovering the majority of accessible data from heavily degraded media is considered a successful outcome. As a general guideline, recovery of approximately 85% or more of accessible data from damaged media is considered a full recovery due to the unavoidable presence of bad sectors and unreadable regions.

However, even where the recovered dataset represents a smaller percentage of the original media, the recovery may still be considered successful if the technical work required to stabilize the media and extract the available data was extensive.

Clients acknowledge that recovery fees reflect the technical recovery work performed, not solely the volume of files recovered.

Client Expectations Regarding Recovered Data

ADR cannot guarantee that recovered data will contain specific files, folders, or dates expected by the client.

In some cases clients may submit media that does not contain the data they intended to recover, such as when an incorrect disk, tape, or device was originally used to store the desired data.

If ADR successfully recovers the available contents of the submitted media, the recovery work is considered completed regardless of whether the recovered data matches the client's expectations.

Clients remain responsible for payment of the recovery services performed even if the recovered data does not contain the specific files they were hoping to locate.

Audio Restoration and Technical Analysis

ADR provides audio restoration, enhancement, and signal analysis services.

These services are technical in nature and are intended to improve intelligibility or analyze characteristics of recorded audio.

Enhancement cannot create information that does not exist in the original recording. Results depend entirely on the quality and integrity of the source material.

ADR engineers provide technical analysis based on engineering expertise and available tools. These services do not constitute certified forensic conclusions or legal determinations, and ADR engineers are not licensed forensic audio examiners.

Payment Terms

Invoices for completed services are due within seven (7) calendar days of issuance unless otherwise agreed in writing.

Recovered data and original media will only be released once payment has been received in full.

Invoices that remain unpaid beyond the payment period may incur a late charge of 1.5% per month (18% annually) on the outstanding balance until the invoice is settled.

ADR reserves the right to withhold release of recovered data and media until payment obligations have been satisfied.

Payment Obligations and Non-Payment

Recovery work is performed based on the client's written authorization to proceed.

Once recovery work has been completed, the client remains responsible for payment of the agreed service fee regardless of whether the recovered data fully meets the client's expectations.

Clients who refuse or fail to make payment after recovery has been completed may be subject to collection action.

ADR reserves the right to pursue recovery of outstanding balances through legal means, including third-party collections or civil claims where appropriate.

Any costs associated with collection of unpaid invoices, including legal fees or administrative expenses where permitted by law, may be added to the outstanding balance.

Storage and Unclaimed Media

ADR is not a storage facility.

Clients are expected to arrange pickup or delivery of recovered data and original media within thirty (30) days of completion.

After this period ADR may apply storage fees to cover handling and secure storage.

Media or recovered data not claimed within ninety (90) days may be considered abandoned and may be securely destroyed or recycled at ADR's discretion.

Data Retention

Recovered data copies are retained for approximately ninety (90) days following completion of the recovery process.

After this period ADR reserves the right to permanently delete recovered data from its systems without further notice.

Clients are responsible for maintaining their own backups once data has been returned.

Data Verification Responsibility

ADR may provide directory listings, previews, or verification files so that clients can review the recovered structure prior to delivery.

Clients are responsible for reviewing this verification material before final delivery of the data.

These materials are intended to demonstrate the recovered structure and available data.

Failure to review verification information does not invalidate the recovery work performed.

Confidentiality

ADR treats all client data as confidential and will access files only as required to perform the requested services.

ADR will not disclose client data except where required by law.

Limitation of Liability

ADR shall not be liable for data loss occurring prior to receipt of media, nor for indirect, consequential, or incidental damages including loss of revenue, business interruption, or loss of opportunity.

ADR's total liability for any claim shall not exceed the amount paid for the services performed.

International Clients

Clients outside Canada are responsible for all shipping arrangements, courier fees, customs declarations, and compliance with import or export regulations.

ADR is not responsible for delays caused by customs authorities, courier services, or international shipping regulations.

Governing Law

These terms are governed by the laws of the Province of Ontario, Canada.

By submitting media or devices to ADR, the client acknowledges acceptance of these Terms and Conditions.