Tekniknokta Informatics Engineering Solutions Construction Project. Hiz. Ltd. Ști Terms of Service

Unless otherwise specifically agreed in writing, Tekniknokta Bilişim Mühendislik Çözümleri İnş.Proj. Hiz. Ltd. Şti (hereinafter referred to as the "Company") undertakes its services in accordance with the General Terms and Conditions herein (hereinafter referred to as the "Terms and Conditions") and similarly all service proposals and offers are subject to the same terms. Our terms of trade are agreed prior to the commencement of our business. All resulting contracts, agreements and other arrangements shall be governed exclusively by such

these Terms and Conditions shall govern in all respects except to the extent that the law of the jurisdiction in which arrangements or contracts are made or performed prevails over any of these Terms and Conditions, in which case such local law shall prevail everywhere except to the extent that it is inconsistent with these Terms and Conditions.

The Company is a commercial organization engaged in the identification and recovery of lost, misplaced, or otherwise unavailable data. In this capacity, it provides data recovery, forensics, verification, inspection and similar operations, advice and specialized services as agreed by the company, as well as advice on the aforementioned operations in connection with similar matters.

provides consultancy services.

- 1- After the data recovery work performed by the company on the customer device, there will be no data recovery fee request unless the data previously specified by the customer is recovered or any data recovery process is not successful.
- If data is requested by the company after the data recovery process is completed (only a certain percentage recovered or even if the recovered data is unusable), there is no discount on the offer indicated in the Analysis report.
- 3- The disk owner undertakes to provide the company with full and accurate information about how the data loss occurred. Any costs incurred due to incomplete or incorrect information to the company about how the data loss occurred shall be borne by the customer. Article 19 is explained in detail.
- 4- The data recovery process is approved by the company's expert staff and is based on technical expert methods in the recovery process. The company undertakes to use all expert personnel and advanced technology in the Istanbul Central Laboratory for data recovery operations.
- 5- Data recovery operations will be performed using the methods determined by domestic and foreign technical personnel. The company does not guarantee that the data will be recovered as a result of the operations to be performed.
- 6- The company guarantees that the analysis process (in its laboratories located in Istanbul, Turkey) will provide accurate findings by performing the analysis process with all its own resources and technology.
- 7- The company undertakes that the transaction fee offered as a result of the analysis will be within the prices specified on the Tekniknokta website (<u>http://www.tekniknokta.com.tr/fiyat-politikamiz/</u>). In addition to the fee specified in the analysis report, foreign support can be added.
- 8- Company transaction fees are determined in USD. 18% VAT is added for the transaction.
- **9-** After the data recovery process is completed, the customer will be notified in writing by the Company. If it is not received at the end of 30 days after the written notification, the transaction will be canceled. In case of re-processing, 20% of the analysis fee will be charged at an excess fee.
- **10-** Any problems that occur after delivery must be notified to the company in writing within 2 business days after the missing and/or defective file is received.
- **11-** In the event that the device to be recovered by the customer is sent incorrectly, all transaction costs to be made on the wrong device shall be borne by the customer. The Company has no responsibility in such cases.
- 12- The customer can bring the devices they want to recover data by hand or send them to the company's contracted cargo companies with buyer's payment. has the authority to send them.
- **13-** Since all data recovery operations to be performed by **the company are** carried out by paying attention to customer privacy in accordance with the "Confidentiality Agreement", only the authorized person of the company related to the disk or the disk owner can check.
- 14- Devices that are physically intervened for data recovery are archived without being returned.
- **15-** The company packs and preserves the devices sent to the customer in the best way and sends them back to the customer. The devices received by the customer should be checked again after delivery and in case of a negative situation, it should be reported in writing to the Tekniknokta Call Center or info@tekniknokta.com.tr.
- **16-** Devices that are physically intervened for data recovery are archived. If the customer requests the data recovered device in case the subject disk is sent after delivery of the transfer disk.
- 17- The cargo sent to the company is free of charge, and the shipping fee of the devices sent by the company after the return or unsuccessful transactions belongs to the customer.
- **18-** The company does not store the recovered data for data security and customer privacy reasons. In case customers lose the same data, the same transaction will be performed again and the same transaction fee will be charged.
- 19- It is obliged to inform the company about all devices delivered to the company for data recovery and how the data loss occurred on these devices and what actions were taken after the data loss occurred. In case of incomplete information, in addition to the analysis fee, the fee for additional transactions will be charged.
- **20-** Tekniknokta completes the data recovery process during the process period specified in the analysis report. This date is estimated,
 - may take longer depending on the process.
- 21- For devices where data recovery is not possible, a "Data Recovery Operation Report" is issued after the operation. The transaction report is free of charge for our customers who receive Express service and is charged with 100 USD + VAT for customers who receive standard service. This report is submitted with wet signature and can be submitted to the relevant institutions with the company reference.
- 22- In case the devices whose operations are completed and notified by the company are not received within 90 days, the disk archived or destroyed.
- **23-** After data recovery, data can be transferred to the disk to be provided by the customer or purchased through the company. No data delivery is made on the data recovery device.
- 24- As a result of the transaction, the data is delivered after the fee specified in the analysis report is paid by the customer. Data delivery can be made after payment is made by cash, credit card or bank transfer and transferred to the company accounts.