

TERMS AND CONDITIONS OF USE

	Last Review Date: 26/11/2025	Reviewed: T.O. Dataräddarna	Code: DATA-TYC-001
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1. ACCEPTANCE OF TERMS

1.1. These Terms and Conditions ("T&C") govern all engagements between Dataräddarna ("the Provider," "we," or "us") and the Client ("you" or "the Client") for the provision of digital data recovery, forensic analysis, cybersecurity consultation, and related technical services.

1.2. By requesting, contracting, or using any service offered by Dataräddarna, whether via email, phone, web form, or in-person, the Client expressly, fully, and unconditionally accepts these T&C. If acting on behalf of a legal entity, the Client warrants they have full authority to bind said entity.

2. DEFINITION AND NATURE OF SERVICES

Dataräddarna offers the following core services. All services are performed with technical precision, confidentiality, and adherence to industry best practices.

2.1. Data Recovery: Physical or logical recovery of lost, corrupted, deleted, or overwritten data from storage media including hard drives, SSDs, USB sticks, SD cards, RAID arrays, smartphones, and other digital devices. Success depends on the condition of the media and prior handling, full recovery cannot be guaranteed. Services include forensic-grade imaging where required for legal or audit purposes.

2.2. Digitization: Conversion of physical documents, photos, audio, video, or legacy media into secure, searchable, and organized digital formats. Includes metadata tagging, OCR processing, cloud backup integration, and structured file naming. Ideal for personal archives, business records, or compliance-driven digitization projects.

2.3. IT Support: Technical assistance for individuals and small businesses facing hardware, software, or connectivity issues. Includes system diagnostics, malware removal, data backup setup, OS reinstallation, network configuration, and user training. Services are tailored to non-enterprise environments, not intended for large-scale corporate IT infrastructure.

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2.4. Companies: Specialized solutions for SMEs and organizations, including scalable data protection strategies, incident response planning, digital forensics for internal investigations, and compliance support (e.g., GDPR, ISO 27001).

2.5. Service Limitations & Disclaimers

Dataräddarna reserves the right to decline any engagement if:

- The device or media poses a safety risk (e.g., fire damage, water corrosion, chemical exposure),
- The requested action violates Swedish law or ethical guidelines,
- The Client fails to provide necessary access or information.
- None of our services constitute legal, financial, or regulatory advice. For such matters, consult a qualified professional.

3. ENGAGEMENT AND SERVICE FORMALIZATION

3.1. Services are formalized via a Service Agreement, Work Order, or written confirmation (e.g., email) that specifies scope, deliverables, timeline, fees, and any special conditions.

3.2. Work begins only after:

- a) mutual agreement on scope and pricing,
- b) receipt of the storage media (if applicable) or remote access credentials, and
- c) payment of any required deposit.

4. CLIENT OBLIGATIONS

4.1. The Client agrees to:

- a) Provide accurate information about the incident, device history, and desired outcome.
- b) Deliver storage media in its current state, without attempting further recovery, formatting, or repairs.
- c) Grant necessary access permissions for remote diagnostics (if applicable).
- d) Designate a single point of contact for technical coordination.
- e) Make payments as agreed.

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5. PRICING, INVOICING, AND PAYMENT

5.1. Currency: All fees are quoted in Swedish Krona (SEK) unless otherwise agreed in writing (e.g., EUR or USD for international clients).

5.2. Fees:

Emergency or after-hours services may incur a surcharge.

5.3. Invoicing and Payment:

An invoice is issued immediately upon engagement confirmation, before work begins.

The invoice includes:

- a) A secure online payment link
- b) Full bank transfer details (bank name, IBAN, BIC, account holder).

Payment is required prior to or immediately after the start of work, unless otherwise agreed in writing for enterprise clients.

For payments by bank transfer, the Client is responsible for any intermediary fees to ensure Dataräddarna receives the full invoiced amount.

5.5. Late Payment and Non-Payment Charges

If an invoice remains unpaid after 48 hours of the issue date, the outstanding amount will accrue a late fee of 1.5% per calendar day until fully settled.

This fee covers administrative costs, blocked resources, and opportunity cost due to delayed cash flow.

Total accumulated late fees will not exceed 50% of the original invoice amount.

No data, devices, or deliverables will be released until all amounts, including late fees, are paid in full.

Dataräddarna reserves the right to suspend, cancel, or refer the debt to a collection agency if payment is not received within 7 calendar days of the due date.

6. INTELLECTUAL PROPERTY & CONFIDENTIALITY

6.1. All data, devices, and information provided by the Client remain their sole property. Dataräddarna processes them strictly for service execution.

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6.2. Dataräddarna treats all Client data as confidential and processes it in accordance with the General Data Protection Regulation (GDPR) and Swedish secrecy laws. Data is deleted securely after delivery unless retention is agreed in writing.

7. WARRANTIES AND LIABILITY

7.1. Dataräddarna performs all work with professional diligence and industry-standard tools. However, data recovery success cannot be guaranteed, especially in cases of physical damage, overwrites, or improper prior handling.

7.2. Limitation of Liability:

- a) Dataräddarna's total liability for any claim related to services shall not exceed the total fees paid by the Client for the specific engagement.
- b) We are not liable for indirect, incidental, or consequential damages (e.g., lost profits, reputational harm, or secondary data loss).
- c) The Client assumes all risk for decisions made based on our findings or recommendations.

8. TERMINATION

8.1. Either party may terminate the engagement with written notice.

8.2. Dataräddarna may terminate immediately if:

- The Client fails to pay within 14 days of invoice,
- The Client provides false or misleading information
- Continuing service poses legal or ethical risks.

Upon termination, the Client is liable for all work completed and reasonable costs incurred.

9. DATA PROTECTION & GDPR COMPLIANCE

9.1. When processing personal data, Dataräddarna acts as a Data Processor under GDPR. The Client (Data Controller) must ensure a lawful basis for processing.

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9.2. All forensic handling follows the principles of integrity, authenticity, and auditability. Chain-of-custody documentation is maintained for all evidence.

10. GOVERNING LAW AND JURISDICTION

10.1. These T&C are governed by Swedish law.

10.2. Any dispute shall be resolved in the courts of Sweden, to which both parties submit exclusively.

11. MODIFICATIONS

Dataräddarna reserves the right to update these T&C. Changes will be posted at dataraddarna.se/terms or communicated via email. Continued use of services constitutes acceptance.

- ✓ By engaging Dataräddarna's services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions in full.