

Stellar Terms and Conditions

By ordering and/or availing services from Stellar Information Technology Pvt. Ltd., Customer agrees to the following terms and conditions:

The Service Agreement

Customer agrees that Stellar Information Technology Pvt. Ltd. ("Stellar") and/or its suppliers may inspect, analyze, identify the problem, and /or recover or minimize the damage to, the equipment data/media and/or provide other relevant services as may be requested by the Customer.

Upon payment of media analysis charge or as agreed between Stellar and Customer, Customer may submit his/her data storage device or media to Stellar along with completely filled MAF to initiate the data recovery process and Stellar will engage reasonable efforts and appropriate tools and techniques to analyze storage device or media for possibility of data recovery. Due care would be taken while estimating the recovery percentage/possibility; however, same is subject to change due to inherent risk involved in the job. Stellar would provide Customer with a report/quotation for the actual recovery work along with other terms by e-mail. On receiving written confirmation by e-mail or facsimile or in any other manner except verbal thereby agreeing with the terms of quotation from the Customer, Stellar would proceed with the data recovery process and on completion would send the detail directory list in text file or H_ML form to Customers e-mail address registered with Stellar or alternatively Customer or their duly authorized representative may visit Stellar and can verify the data.

Customer acknowledges and agrees that him / her/ them not responding to Stellar's communications and/or quotations and /or directory listing's and /or verification forms and / or not doing verification within 15 days from the date of sending communication/quotation/directory listing/ verification by Stellar, will automatically entitle Stellar to raise an Invoice against the advance amount received and will further entitle Stellar to raise a further invoice for the rest of the amount agreed including for data recovered by Stellar irrespective of the fact that the customer requires the data or not later on. Stellar shall also consequently move the device and/or media and/or data in unclaimed section.

In case, the Customer does not respond to the first communication sent by Stellar informing them about the data recovery and Directory Listing within 15 days of the receipt of the same or unnecessarily delays on one pretext or another to collect the recovered data, Stellar would be constrained to raise invoice against the advance received and further raise a performa invoice for rest of the amount as agreed by the Customer for data recovery irrespective of the fact whether the customer wants the data or not and the customer shall be under obligation to pay the invoice so raised within the time prescribed therein.

If Stellar provides hard disk for copying the customer's recovered data then only 500GB of data will be encrypted and not above it. However, if the customer provides his own hard disk for copying the recovered data, it would not be encrypted.

Stellar will recover data as mentioned by the Customer in MAF but does not guarantee the same. In case, after initial requirement has been fulfilled by Stellar and the Customer again makes a request for additional after verifying the data and before taking the data, then the Customer shall make the payment for data already recovered apart for the payment of additional data which will be treated as fresh request / order.

The request for recovery of additional data, shall be made within a period of 30 days after the data has been extracted by Stellar and informed to the Customer. Stellar would make possible efforts to help Customer with the additional data request but cannot guarantee the recovery of the same.

NO RECOVERY NO CHARGE POLICY is extended in case of only those files and folders mentioned by the customer in MAF Form. "ALL DATA" or "FULL DATA" or similar type of notification in MAF Form shall not be covered under this policy.

Customer shall exercise due care and caution while handing over the media for recovery and filling up of MAF. Stellar is not responsible for any wrong media sent and /or the user for whom recovery was requested is no longer working or interested in the data, etc.

Customer shall pay the ordered amount value for recovering the data whether the same is required or not.

In case the customer fails to collect the data within 15 days of raising of final invoice for data recovery by Stellar, then all data from media would be wiped out and media would be junked and the Customer shall have no right whatsoever on the media.

In case verification of data is not done by the customer after the directory listing is sent to the customer and he/she fails to verify the same within 60 days, then Stellar would delete all the data, junk the hard disk and raise invoice for the advance amount so received without further reference to the customer and the customer shall be liable to pay the balance / entire amount for services of data recovery.

In case the customer knowingly or unknowingly, hands over wrong media / hard disk for recovery and later on after seeing directory listing realizes the same, then also the customer shall be bound to pay the entire invoice amount for data recovery services irrespective of whether or not he/she takes the data / hard disk / media.

The customer is bound to make the payment of entire invoice amount once the recovery is attempted and made by Stellar irrespective of the fact that the data on the hard disk / media provided may or may not be required by the customer any longer.

On receipt of agreed data recovery charges/signing of credit facility format/work order payment term/rate contract payment term, Stellar would dispatch the data in appropriate media followed by Customer's crashed storage media/disk or as requested.

Any device, media and /or data unclaimed or left with Stellar with or without full payment after 60 days from the date of signing MAF or submission of Job will be disposed at discretion of Stellar and would release Stellar from any obligation of confidentiality related to the device, media and/or data and Customer ceases the right of ownership to that media.

Acknowledging Existing Conditions

Customer acknowledges that the device and/or media being given to Stellar may be damaged prior to its receipt by Stellar. In spite of processing, received crashed storage media with best of available technology and processes, the efforts may result in the destruction of or further damage to the device, media and/or data. Stellar regret that it will not assume any responsibility for further damage that may occur to the Customer's device, media and/or data. Please note that Stellar is only committing to reasonable efforts with its existing technology and techniques. However, Stellar cannot promise or guarantee particular results.

The customer understands that it is not possible to ascertain the true condition of the media / hard disk when the same is collected / delivered. The Customer acknowledges and accepts that the determination by the Stellar of the condition of media / hard disk (viz. whether the same is damaged or tempered) after examining the same at the lab shall be final and binding on him/her.

Confidentiality

Stellar will use any information contained in the device and /or media only for the intended purpose and will otherwise keep such information disclosed by the Customer under this agreement in the strict confidence. Stellar will ensure reasonable measures to prevent unauthorized disclosure of Customer's data of the same degree as ensured by Stellar in protecting its own confidential information. Stellar will not disclose this information to any person(s) except to the authorized representative/contact person of the Customer or as required by law. Stellar being global organization, Customer hereby agrees to the transfer of information, device and/or media to its other locations for the sole purpose of fulfilling the agreement.

Upon realization of data recovery charges Stellar will ensure wiping beyond recovery the data within 7 working days, which will release Stellar from confidentiality of data.

No warranties; Disclaimer of all warranties

Customer agrees to avail Stellar data recovery services, at its own risk. Stellar do not extend any express, implied, statutory warranty or condition for any good or service and specifically disclaims all implied warranties including any implied warranty or condition of merchantability, warranty of fitness for a particular purpose or warranty of accuracy arising from the usage of trade or course of dealing or performance.

Stellar would not be responsible for any loss or damage due to natural disasters at Stellar Data Recovery facility or Stellar Customer Service locations.

Customer Declaration

Customer hereby declares that the data residing inside the media submitted for data recovery does not have any commercial value nor it is readily saleable in the open market.

Customer hereby declares that he will not use any of Stellar's forms and receipts in court of law for any legal proceedings neither as an evidence nor subject to serve any other purpose.

Customer declares that all the risks and liabilities on account of action of any eavesdropping, tapping or similar kind of activities done by the Customer vests with him/her/them only and Stellar is in no way responsible or associated with it and the Customer agrees to indemnify Stellar for any action initiated against them.

Limitation of Liability and Damages

In no circumstances Stellar will be liable for any indirect damages whatsoever. The total liability of Stellar to the Customer under this service agreement shall in no circumstances exceed the media cost as per market value.

Stellar would not be responsible for any loss, damage or theft of media and/or data while it is in transit including but not limited to Stellar's free media/data pickup and drop service between Stellar & Customer location AND any movement of media/data that is sent to any of Stellar's designated data recovery facilities by a Stellar customer service location. This limitation remains irrespective of the fact whether the media and/or data is handled by Stellar's employees or an outsourced agency.

Customer's Representation and Indemnification

Customer certifies to Stellar that it is the legal owner of, and/or has the right to be in possession of, the device, media and/or data furnishing to Stellar for data recovery and its collection, processing and transfer of such device, media and/or data is in compliance with data protection laws to the Customer/is subject and Customer will defend at its own, expense, Indemnify and hold Stellar harmless against any damages or expenses that may occur including attorney's fee and pay any cost, damages or attorney's fees declared against Stellar resulting from Customer's breach of this section.

Terms of Payment

Customer hereby agrees to pay all sums as agreed within specified time limit, which will typically include charges for availing Stellar data analysis services, data recovery services, imaging, cloning, statutory charges and any other charges that are payable in advance or at the time of data delivery or accrued to Stellar on any default by the Customer at any stage/communication during the data recovery process within 30 days from the date of media/case getting "unclaimed status" as mentioned in the quotation.

Customer agree that Stellar may charge interest on all amount not paid within an agreed time mentioned in quotation at the rate of 1 % per week.

Customer hereby agrees & indemnifies that the work order/ PO/ confirmation being placed to Stellar for availing/ purchasing any of the services/ product is irrevocable.

Under all circumstances, customer hereby agrees to pay all the amount for which the customer has given confirmation on quotation via e-mail/ written consent or raised PO for the required services.

Customer understands and acknowledges that Stellar has full right and is entitled to approach the appropriate forums including courts, arbitral tribunal, etc, for recovery of the amount, in case the customer fails to makes the payment within 15 days of raising of final invoice by Stellar.

Compliance with Laws

The parties agree that this agreement shall be governed by laws and regulations of Delhi where registered office of Stellar is located. Customer agree to comply with all applicable laws, statues, ordinances and regulations of the Delhi. India. This agreement, together with any exhibits or other attachments, constitutes the entire agreement between the parties in relation to this subject matter. No provisions in work order's or in any standard business form/communication of the Customer will apply and this agreement supersedes the same.

Severability

If any clause of this agreement is held invalid, illegal or unenforceable, such provisions shall be enforced to the fullest extent permitted by applicable law and the validity, legal status and enforceability of the remaining clauses shall not be affected thereby.

Demurrage Charges & Disposal Policy

Customer ceases the right of ownership of his/her media if the media is left unclaimed at Stellar premises for 60 days either from the date of media receipt in case of all unconfirmed media or from the date of listing being sent to customer. However for the first 15 days there will be no demurrage charges applicable, from the 16th day till 60th day, demurrages charges of Rs.200 per media per day will be levied. To ensure data confidentiality of the customer data for all the media which are not claimed by the customer irrespective of the recovery results the media would be sent to our Central Depository for physical destruction of the platter thus ensuring data confidentiality which in turn are send to E-waste zone periodically as a part of contribution to safer and green environment.

Analysis Fee

Analysis Fee is fee for analyzing your media device, and is nonrefundable. This will not be adjusted in your actual data recovery fee. In case you had used any third party software or window encryption your media device, or it found to be in tampered state, analysis fee will vary. We'll communicate final analysis fee to you, once we receive your device. Your initial payment of analysis fee will be adjusted in your final analysis fee.

Media Pick Up

Service for pickup of media from the doorstep is an optional service and may be availed by the Customer at no additional cost.

In most cases the pickup is arranged in 2-3 working days. However, if the pick-up of the media is not done within 2-3 days, the customer is required to drop the packet containing media at the nearest Bluedart Center or send the same by courier to the nearest [Stellar Branch](#) within 15 days thereafter.

Even in cases where the pickup requested by the customer is not done and/or customer does not drop the media at Bluedart Center and/or send the same by courier to the nearest Stellar Branch, the Analysis Fees paid by the customer shall neither be adjusted nor refunded.

On the receipt of the media by the Stellar, the analysis of the media is likely to be completed between min 4 hours to max 1 business day.

Dispute Settlement

All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of competent courts in Delhi.

Arbitration

All disputes between the parties relating to this agreement or the rights or obligations of the parties hereto or arising out of or in relation to this agreement, shall be referred to a Sole Arbitrator duly appointed by Stellar, for decision whose award shall be final and binding on both the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.