Service Terms & Liability Waiver

Effective Date: October 9, 2026

Bitterroot Data Recovery (“BDR”) Victor, Montana

Phone: (406) 284-8090

Protect. Prevent. Recover.

These Service Terms & Liability Waiver apply when a customer (“you” or “customer”) receives services from or purchases equipment from BDR. Service-specific details, prices, approvals, and consents may be recorded in a separate intake form, estimate, order, or authorization.

1. Acceptance of Terms

By submitting a device, purchasing equipment, subscribing to a service, requesting assistance, or authorizing work after receiving these terms, you agree to them, subject to applicable law.

A separate signed service agreement, subscription order, accepted estimate, or service-specific authorization may establish additional terms. If a more specific signed document conflicts with these terms, the more specific document controls for the service or transaction it covers. Any required disclosure or consent must still be provided separately where required by law.

2. Covered Services

These terms apply to services BDR offers, including:

Logical data recovery from external hard drives, internal hard disk drives (HDDs), USB flash drives,

SD cards, and solid-state drives (SSDs), including recovery related to accidental deletion, formatting, and corrupted or lost partitions;

Computer diagnostics and repair;

Malware and virus removal;

Operating system installation and repair;

Hardware upgrades, including SSD conversions;

Data transfers and migration;

Local backup setup and consultation;

Managed cloud backup;

Endpoint security monitoring and reporting;

Secure drive wiping;

Refurbished computer sales; and

General technology support.

BDR provides services only within its available capabilities and the agreed scope. Work outside that scope requires separate written authorization.

3. Nature of Data Recovery Services

A device submitted for data recovery may already be damaged, unstable, or partially failed. Recovery results cannot be guaranteed, and a device may degrade or fail further during diagnosis or recovery attempts. BDR generally focuses on logical recovery and uses non-destructive imaging where practical. Advanced physical recovery may require referral to a specialist or third-party laboratory.

4. Risk of Further Device Failure

Diagnostics, recovery, repairs, upgrades, and troubleshooting may involve a risk of additional hardware failure or data loss, particularly where equipment has pre-existing defects or damage. BDR will use reasonable care consistent with the agreed service. These terms do not promise that a device or data will remain unaffected by risks inherent in the service or its pre-existing condition.

5. Repair and Upgrade Services

Repairs and upgrades may require disassembly, parts replacement, firmware or driver updates, operating system modifications, or software changes. Pre-existing wear, manufacturer defects, corrosion, liquid damage, power events, and undisclosed conditions may affect the outcome. Replacement parts may be new, refurbished, or equivalent; BDR will identify the type in the estimate where practical.

6. Malware and Operating System Services

Malware remediation and operating system work may require changes to or removal of applications, files, settings, or operating system components. Removing identified malware does not guarantee protection against future infection.

These services may destroy or alter data on the target media by design. Before authorizing them, you should verify that you have a complete backup of any data you need. BDR recommends maintaining independent backups where practical.

7. Diagnostic Evaluation and Free Diagnostics

Initial diagnostics are free of charge. BDR will not charge a diagnostic or bench fee unless a different charge is expressly disclosed and accepted by you in advance in writing.

Diagnostic conclusions and estimates reflect information available at the time and may change with further inspection. BDR will not perform additional paid work without your authorization. Unless the estimate states a different period, a written estimate is valid for 14 days from its issuance.

8. No Guarantee of Recovery or Repair

BDR does not guarantee recovery of particular files or data, restoration of a device to working condition, or any specific repair outcome. No percentage, file count, or completeness of recovery is promised.

9. No Data, No Recovery Fee — Qualifying Logical Data Recovery

For qualifying logical data recovery work, BDR will not charge a recovery service fee if 20% or less of the requested files are successfully recovered. A recovery service fee may be charged only when more than 20% of the requested files are successfully recovered, subject to the approved estimate. Initial diagnostics are free. “Qualifying logical recovery work” means recovery attempted on a media type supported by BDR under a written or recorded estimate, where the customer has authorized the recovery attempt. A “successfully recovered file” is a requested file that can be opened using compatible software, has substantially intact and usable content, and has little to no corruption materially affecting its intended use. Unreadable files, filenames without usable content, substantially corrupted files, and incomplete fragments do not count as successfully recovered. The recovery percentage equals the number of successfully recovered requested files divided by the total number of requested files, multiplied by 100. The baseline will be documented using the customer's requested-file inventory, available directory records, or another mutually agreed method. When the

original file count cannot be reliably established, BDR and the customer will agree on a documented alternative success criterion before paid recovery work begins. BDR will not unilaterally substitute a smaller discovered-file count to increase the recovery percentage. BDR will use reasonable verification methods to assess file readability and apparent integrity. Verification may be performed by BDR or the customer. Some defects may not be detectable during routine verification; BDR does not guarantee complete file integrity. The No Data, No Recovery Fee policy applies to qualifying logical recovery labor only. Separately authorized parts, replacement storage media, shipping, third-party laboratory charges, expedited services, secure wiping, repairs, upgrades, backup setup, and subscriptions may be charged regardless of recovery outcome if disclosed and approved in advance. No qualifying logical recovery fee is payable regardless of outcome under a separate flat-rate exception. If a qualifying recovery fee has already been paid and the verified recovery result is 20% or less under the documented baseline, BDR will refund the recovery service fee within 10 business days. Separately approved charges for other services and third-party costs remain subject to their disclosed terms and are not deducted from the recovery-fee refund.

10. Local Backup Setup and Managed Cloud Backup

Backup services are intended to reduce data-loss risk, not eliminate it. Coverage depends on enrolled devices, selected files or folders, plan storage limits, connectivity, power, software operation, and the third-party storage or backup provider. Backups may be incomplete, delayed, corrupted, unavailable, or unsuitable for a requested restore.

You remain responsible for identifying critical data, maintaining any additional copies you require, and notifying BDR of changes to devices, accounts, or data locations. BDR may monitor backup-job health where supported, but routine monitoring does not guarantee a successful restoration. Periodic restore testing is recommended and is included only if expressly specified in the applicable plan.

11. Backup Restore Requests

A restore request requires appropriate identity and authorization verification. Restore timing depends on data volume, availability, connectivity, storage-provider status, and the condition of the destination device.

Included restore assistance is limited to the scope stated in the applicable plan. Additional labor, replacement media, expedited work, or extensive recovery may be quoted separately before performance. A backup subscription is not a substitute for specialist data recovery.

12. Security Monitoring: Scope

BDR may use Wazuh or other supported tools to collect and review selected security events from enrolled computers. Visibility depends on device compatibility, operating system, agent connectivity, configuration, and available telemetry.

Standard endpoint monitoring does not automatically include personal email, cloud accounts, browser sessions, every network connection, or third-party services unless separately agreed integrations are in place. Not all threats produce alerts. Security monitoring does not replace antivirus or endpoint protection, software updates, multifactor authentication, safe practices, or backups.

13. Monitoring Review Schedule and Priority Option

Standard security monitoring alerts are reviewed during BDR's scheduled review periods. This is not continuous human surveillance or a 24/7 security operations center.

Where purchased, Priority Monitoring provides review of available alerts within one business day under the applicable service schedule. This is an alert-review commitment, not a promise of immediate notification, around-the-clock response, detection of every threat, or resolution within one business day. You must maintain accurate contact information and promptly communicate suspected incidents.

14. Monthly Reports and Quarterly Reviews

Eligible security monitoring subscriptions include monthly security reports and quarterly standardized security reviews. Quarterly reviews address system and relevant software update status, antivirus or endpoint-protection status, recorded security alerts, and basic security configuration checks to the extent visible through supported tools.

Reports reflect available data at the time of review. They are not penetration tests, forensic certifications, compliance audits, or assurances that a system is secure. A period with no alerts may reflect limited or interrupted telemetry.

15. Security Findings, Notifications, and Incident Response

BDR may notify you of findings that appear to require attention and recommend next steps. You are responsible for decisions and actions regarding your systems unless separate work is authorized.

Hands-on investigation, malware removal, incident response, repairs, recovery, and forensic work are separate from a monitoring subscription and require an additional quote and authorization. BDR does not provide a 24/7 security operations center or guaranteed emergency response under standard monitoring plans. You must promptly report suspected incidents and follow reasonable guidance.

16. Subscriptions: Enrollment, Billing, Renewal, and Cancellation

Subscription prices, per-device limits, included features, billing frequency, renewal terms, payment method, and cancellation instructions will be disclosed at enrollment and in the applicable order. The accepted order controls your price and service-specific terms. Current offers may include monthly and annual security monitoring and tiered managed backup plans. Priority Monitoring is a separately billed add-on where selected.

For automatic renewal or continuous service charges, BDR will, before enrollment and as required by applicable law:

Clearly and conspicuously present the renewal terms and cancellation policy;

Obtain your affirmative consent separately from other terms, without using a pre-checked box;

Provide a receipt or confirmation that includes the renewal terms and cancellation instructions;

Give advance notice of a renewal charge when required; and

Provide a simple, accessible cancellation method, including an online or telephone method matching how you enrolled where required.

BDR will not represent a subscription as canceled until cancellation has been confirmed through the applicable billing process. Nothing in these terms overrides applicable consumer protection or automatic-renewal laws. If applicable law provides greater protection, that law controls.

17. Subscription Changes, Suspension, and Termination

Contact BDR before replacing devices, changing operating systems, or changing backup locations. Nonpayment, loss of device connectivity, unsupported configurations, or customer-requested cancellation may interrupt service.

BDR will provide applicable notice and any available remediation or export instructions consistent with the accepted subscription agreement and applicable law. Upon termination, monitoring and backup services cease. Retention or deletion of cloud backups depends on the provider and the disclosed plan-specific retention and offboarding terms.

Unless a different period is disclosed in the applicable plan, BDR's standard offboarding period for account data under its control is 30 days after termination, after which that account data may be deleted without further notice. Backup data held by a third-party provider may be governed by that provider's terms and the plan-specific retention disclosures. You should arrange an independent copy of your data before service ends.

18. Pricing and Payment for One-Time Services

Pricing for non-subscription work may vary by complexity, equipment condition, labor, and parts. Payment is generally due before release of recovered data or completed equipment unless otherwise agreed in writing. Additional work or charges require your approval. Published prices are subject to the accepted estimate or order.

19. Payment Mechanics, Deposits, Late Fees, and Cancellation

You authorize BDR to proceed up to the amount stated on the accepted estimate. Work or charges above that amount require additional approval. You may give that approval in person, by phone, by email, or by text message to the number on file. BDR will document the approval in your customer record.

BDR may require a deposit for parts, donor drives, special orders, or extensive recovery work. Any deposit will be stated on the estimate, applied to the final balance, and refundable only as stated on the estimate or as required by law. A deposit used for non-returnable parts, donor drives, or third-party laboratory time is not refundable once those costs have been incurred.

Any balance not paid when due may accrue a late charge of 1% per month or $5 per month, whichever is greater, but not exceeding the maximum permitted by law. You are responsible for reasonable collection costs, including attorney fees, to the extent permitted by law.

You may cancel or stop work at any time by written notice. You remain responsible for work already performed, parts already ordered, and third-party costs already incurred. To the extent permitted by law, BDR may retain possession of the device, recovered data, and replacement media until amounts owed for that device are paid in full. BDR may assert any lien rights available to it under Montana law for service or storage charges, subject to applicable statutory requirements and procedures.

20. Recovered Data Delivery

Recovered data may be delivered on new media supplied by BDR or compatible media supplied by you. Client-supplied media may fail or be incompatible, and BDR is not responsible for failure of client-supplied media. You should verify delivered files promptly and maintain independent copies.

21. Recovered Data Retention for One-Time Recovery Work

For one-time recovery work, BDR may retain a temporary copy of recovered data for up to 30 days after delivery for verification or re-delivery, unless you opted out on the applicable intake form or agreed to a different period in writing. BDR may delete those temporary copies after that period without further notice.

This 30-day period does not define retention of managed cloud backups, security logs, or subscription account records. Those are governed by the applicable plan-specific retention terms and the Privacy, Data Handling & Service Policy (Effective Date: June 2026).

22. Secure Drive Wiping

Authorized secure drive wiping is intended to permanently render stored information inaccessible and is irreversible. Before authorizing a wipe, you must verify that the correct device has been identified and that any data to be retained has been copied and verified. The scope of any wipe certificate or verification method will be described in the service documentation.

Secure drive wiping is not authorized by these standard terms or by the Data Recovery Client Intake, Service Authorization & Liability Acknowledgment. BDR will perform wiping only after you sign a separate, service-specific written authorization that includes:

Your initialed acknowledgment that data destruction is permanent;

Your signed confirmation of the correct device;

Your express representation that you are the lawful owner or authorized to erase the device; and

Your confirmation that you hold a verified backup or do not need the data.

23. Refurbished Computer Sales

Refurbished computers are tested before sale and are subject to the condition disclosures and any express written warranty provided at sale. Any as-is sale or warranty limitation applies only to the extent permitted by applicable law and does not waive nonwaivable consumer rights.

24. Client Authorization and Ownership

You represent that you own the device and data or are authorized to request the work and permit access to relevant systems, logs, and files. You must disclose restrictions relevant to the work, including employer-owned devices, regulated data, or third-party accounts. BDR may decline work that is unlawful, unsafe, or outside its capabilities.

You agree to indemnify, defend, and hold harmless BDR and its owners, employees, and contractors from and against claims, damages, losses, liabilities, costs, and reasonable attorney fees arising from your breach of these representations. This includes a third-party claim asserting ownership of a device or data, or a claim arising from content stored on a device, except to the extent caused by BDR's gross negligence, willful misconduct, or unlawful conduct.

BDR may report suspected illegal content to law enforcement, cooperate with lawful requests, and suspend or stop work if illegal content is suspected.

25. Regulated Data: HIPAA, Financial, and Legal Information

BDR is a general technology and data recovery service. BDR does not undertake to act as a HIPAA business associate, covered entity, or financial institution, and does not enter into a business associate agreement or similar compliance or data-processing agreement unless separately agreed in writing and signed by an authorized representative. This section does not override any status or obligation imposed by applicable law.

Do not submit a device containing medical, financial, legal, or other regulated data without notifying BDR in advance so that appropriate handling can be discussed.

26. Confidentiality and Security Data

BDR will treat customer information as confidential, access it only as reasonably necessary to provide authorized services, and will not sell or disclose it except as required by law or authorized by you. Security monitoring may involve collection of device identifiers,

system logs, account names, IP addresses, and other diagnostic information, depending on configuration. Such data will be handled under BDR's Privacy, Data Handling & Service Policy (Effective Date: June 2026) and any applicable service-specific disclosures. BDR does not claim that every event or log is free of personal information.

When the nature of the work requires it, you authorize BDR to share the device and necessary information with vetted third-party data recovery laboratories or specialists under confidentiality and data-handling obligations no less protective than BDR's own. BDR remains your point of contact and will notify you when a device is sent to a third party.

27. Third-Party Services

Some services depend on third-party software, cloud infrastructure, billing providers, storage or backup providers, or telecommunications. Availability and functionality may be affected by outages, service changes, account restrictions, or provider policies. BDR remains responsible for its own contractual obligations but cannot promise uninterrupted third-party availability or control acts or omissions of third-party providers outside its control. BDR will provide or identify applicable provider terms at enrollment when they apply to the service.

28. Limitation of Liability

To the fullest extent permitted by applicable law, BDR is not liable for indirect, incidental, special, or consequential losses arising from services, including lost profits, lost data, business interruption, loss of opportunity, software corruption, hardware failure, or emotional distress.

To the fullest extent permitted by applicable law, BDR's liability for direct damages will not exceed the fees paid for the specific service giving rise to the claim. This limitation does not apply to liability that cannot lawfully be limited or excluded.

Nothing in these terms limits or excludes liability for gross negligence, willful misconduct, fraud, or any liability that cannot lawfully be limited or excluded. No provision is intended to exempt BDR from responsibility for its own fraud, willful injury, or violation of law. Montana Code Annotated § 28-2-702 addresses contracts that exempt a party from responsibility for fraud, willful injury, or violation of law; these terms are intended to operate consistently with that limitation.

29. Dispute Resolution and Claim Period

These terms are governed by Montana law and applicable United States law, except where mandatory law requires otherwise.

Before filing a claim, the parties will attempt to resolve the dispute informally. The party raising the dispute must give written notice describing it, and both parties will participate in a good-faith discussion period of 30 days after the notice is received.

After that period, BDR may elect binding arbitration, or the parties may agree in writing to arbitration, before the American Arbitration Association under its applicable rules. Consumer claims will be administered under the applicable consumer rules; business claims will be administered under the applicable commercial rules. Arbitration will take place in Ravalli County, Montana, unless applicable law

or the parties' written agreement provides otherwise. Fees and costs will be allocated under the applicable rules and law.

A claim within the jurisdiction of a Montana small claims court may instead be brought in that court. For matters submitted to arbitration, each party waives the right to participate as a plaintiff or class member in a class, collective, or representative action, to the extent permitted by law.

Any claim arising out of or relating to the services must be brought within one year after the claim first arose, to the extent permitted by law. Nothing in this section limits claims for gross negligence, willful misconduct, or any claim that cannot lawfully be limited.

Any court proceeding permitted under this section must be brought in a state or federal court located in Ravalli County, Montana, and the parties consent to personal jurisdiction there, subject to applicable law.

30. Unclaimed and Abandoned Devices

A device or recovered media not collected within 90 days after notice of service completion may be treated as unclaimed. That status does not transfer ownership to BDR or authorize disposal without applicable notice and legal procedures.

Before disposing of, wiping, recycling, or selling unclaimed property, BDR will make reasonable written notice attempts to your last known mailing or email address and allow at least 30 days from the date of that notice for you to retrieve the property and pay amounts owed. BDR will comply with applicable Montana notice, storage, and disposal requirements and will not rely on this section to bypass mandatory legal procedures. Before applying proceeds from any disposition, BDR will account for payments you have made and any amounts legally owed.

BDR may charge reasonable storage fees for unclaimed devices only as permitted by law and disclosed in advance. You are responsible for keeping your contact information current. Failure to do so may result in loss of the device and data after required notice and legal procedures have been followed.

31. Right to Refuse or Limit Service

BDR may decline or stop work for legitimate safety, legal, authorization, technical, or capacity reasons, subject to applicable law and any existing contractual obligations.

32. Standard Provisions

Severability. If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable or, if that is not possible, severed. The remaining provisions will remain in effect.

Entire agreement. These terms, together with the signed intake form, accepted estimate or subscription order, the Privacy, Data Handling & Service Policy (Effective Date: June 2026), and any service-specific authorization, constitute the entire agreement for the applicable services and supersede prior discussions and representations on that subject.

No waiver. A failure or delay in enforcing a provision is not a waiver of that provision or any other right.

Assignment. You may not assign your rights or obligations under these terms without BDR's written consent. BDR may assign these terms to a successor or affiliate.

Force majeure. BDR is not liable for delay or failure caused by events beyond its reasonable control, including natural disasters, power outages, internet or provider outages, supply or parts shortages, labor disruptions, fire, flood, war, epidemics, or governmental action.

No third-party beneficiaries. No person other than the parties has rights under these terms, except that BDR's owners, employees, and contractors may enforce protections expressly extended to them under the indemnification and limitation-of-liability sections.

Survival. Provisions that by their nature should survive termination, including payment, liability, indemnification, confidentiality, and dispute resolution, survive termination.

33. Consent to Communication and Electronic Signatures

You consent to receive service-related communications by phone, email, and text message at the contact information you provide. You may receive electronic documents and records relating to your services.

Marketing consent is separate and optional. You may separately consent to receive marketing or promotional messages by text or email. Marketing consent is not a condition of purchasing any service, and declining it will not affect services provided. You may opt out of marketing texts by replying STOP or opt out of marketing emails using the unsubscribe link. Opting out of marketing does not affect service-related communications.

Where you consent to electronic signatures and records, an electronic signature has the same legal effect as a handwritten signature, and you agree to conduct the transaction electronically. You may withdraw consent to electronic records by contacting BDR; withdrawal does not affect the legal effect of records or signatures already provided.

34. Governing Law

These terms are governed by Montana law and applicable United States law, except where mandatory law requires otherwise.

35. Version, Effective Date, and Client Agreement

This document is Service Terms & Liability Waiver, Version 2.1, effective [Effective Date]. It supersedes prior versions of the Service Terms & Liability Waiver.

By signing an intake form, accepting a written estimate or subscription order, purchasing equipment, or otherwise authorizing work after receiving these terms, you acknowledge and agree to the applicable terms. The dedicated data recovery intake form is titled Data Recovery Client Intake, Service

Authorization & Liability Acknowledgment (v2.0). Any legally required subscription disclosures or affirmative consents must be obtained separately where required.

Client acknowledgment: [ ] I acknowledge that I received and had the opportunity to review these Service Terms & Liability Waiver and the applicable service-specific documents.