



Preduzeće za proizvodnju, promet i servis kompjuterske opreme HelpDisc DOO

Adresa: Milutina Milankovića 1E, Novi Beograd, Srbija

Tel: +381 [0] 11 361 43 43

Fax: +381 [0] 11 361 43 43

Web: www.helpdisc.rs

Email: office@helpdisc.rs

Iban: : /RS35170003005477700153

Swift: BACXRSBG

Maticni broj: 20077352

Ziro racun: 170-0030054777000-56 Unicredit bank Srbija A.D

Pib: 104032060

Terms and Conditions

HelpDisc d.o.o., Belgrade

Scope: These Terms apply to devices delivered to HelpDisc d.o.o., Belgrade for diagnosis, attempted access or data recovery, unless otherwise agreed in writing for a specific job.

1. Acceptance of the Terms of Business

By delivering a device to HelpDisc d.o.o., Belgrade for diagnosis, attempted access or data recovery, and by authorizing the commencement of the data recovery process, the client confirms that they have read these Terms of Business and accept them.

These Terms apply to every device delivered to HelpDisc for the provision of services, regardless of the method of delivery of the device or communication with the client.

2. Ownership, Authorization and Lawfulness

The client confirms that they have the right to deliver the device and data to HelpDisc for the provision of the agreed service, i.e. that they are the owner of the device or an authorized representative of the owner.

The client is responsible for the lawfulness of the device, the data and the content stored on it, as well as for the accuracy of the information provided to HelpDisc.

HelpDisc shall not be liable for consequences arising from the client's lack of the appropriate right or authorization to deliver the device or request access to the data, except to the extent that such liability is otherwise prescribed by applicable law.

3. Diagnosis and Technical Procedures

HelpDisc may carry out all technical procedures which, based on its professional assessment and the nature of the specific problem, are necessary for diagnosis and an attempt to recover data.

The process may include opening or disassembling the device, work on electronic, mechanical and memory components, as well as other appropriate technical interventions.

By delivering the device, the client gives consent to the performance of such procedures.

HelpDisc does not guarantee successful data recovery. The quantity and quality of recovered data depend on the type and extent of damage to the device, previous interventions, and other circumstances that cannot always be determined in advance.

4. Device Access and Passcodes

For devices protected by a password, PIN, pattern or another form of security, the client is required to provide valid access credentials or confirm that no such protection exists.

Where technically possible and necessary for the performance of the service, HelpDisc may attempt to access the device, including the removal or bypassing of security measures, solely for the purpose of accessing and recovering data.

If the device becomes operational or accessible to the data during the process, and the client fails to provide the necessary access credentials, the service performed may be charged in accordance with the previously accepted quotation or the applicable price list.

5. Risk of Additional Damage

The client acknowledges that diagnosis and data recovery may require technical interventions that carry a risk of further damage to the device.

HelpDisc performs the process based on its professional assessment and the nature of the specific problem, but cannot guarantee that further damage to the device or its components will not occur during the process.

HelpDisc shall not be liable for damage arising as a consequence of the nature of the process, the existing or pre-existing condition of the device, or the consequences of previous unprofessional interventions, except to the extent otherwise prescribed by applicable law.

6. Confidentiality and Data Processing

HelpDisc shall maintain the confidentiality of data accessed during the provision of the service and shall not use such data for any purposes other than those necessary for the performance of the agreed service, except where there is a legal obligation or other legal basis for different processing.

If personal data are processed during the provision of the service, HelpDisc shall act in accordance with the applicable regulations governing the protection of personal data.

The client may verify the recovered data at HelpDisc's premises or through customer service, depending on the nature of the specific case and technical capabilities.

7. Completion of the Service and Additional Work

Upon issuance of an invoice, or upon notifying the client that the agreed service has been completed, HelpDisc's obligations in respect of that job shall be deemed fulfilled, except for obligations which by their nature continue to apply.

Any request for additional work or services after completion of the originally agreed job shall be considered a new job and may be charged separately, with the client being informed in advance of the terms and price where applicable.

8. Collection of the Device and Retention of Data

The client is required to collect the device no later than 30 (thirty) days after completion of the job, unless otherwise agreed.

If the device is not collected within the stated period, HelpDisc will, where possible, send the client an additional notice and allow a reasonable further period for collection. Upon expiry of that period, HelpDisc may consider the device abandoned and deal with it in accordance with applicable law, including its destruction or disposal where the legal requirements for doing so are met.

Recovered data shall be retained for an additional 7 (seven) days after expiry of the period for collection of the device, unless otherwise agreed or longer retention is required by law. After expiry of that period, HelpDisc shall have no obligation to retain the data further.

The client is responsible for timely collection of the device and recovered data.

9. "Emergency Start" Service

The "Emergency Start" service is charged in accordance with the applicable price list, regardless of the final outcome of the data recovery process.

Payment for this service constitutes a fee for priority commencement and processing of the procedure and does not constitute a guarantee of successful data recovery.

10. Final Provisions

These Terms of Business form an integral part of the service provided by HelpDisc to the client.

By delivering the device to HelpDisc, the client confirms that they have had the opportunity to read these Terms and accepts their application to the relevant job.

If any provision of these Terms is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions, unless otherwise follows from the nature of such provision or applicable law.

The relationship between HelpDisc and the client shall be governed by the applicable laws of the Republic of Serbia.

HelpDisc d.o.o.
Milutina Milankovića 1E
Novi Beograd