

TTR DATA RECOVERY INC
PRIVACY POLICY

TTR Data Recovery ("TTR") agrees, on its own behalf and on behalf of any agents it utilizes to perform data recovery services that the materials and information which the Client provides to TTR or to which TTR gains access in the course of performing its responsibilities including, but not limited to, materials and information relating to software, hardware, technical and systems profiles, documents, records, programs, systems, data, disks, ideas, concepts, theories, designs, approaches, improvements, techniques, methodologies, methods, processes, formulae, procedures, ledgers, files, communications, technical requirements, names, addresses and other identifiers of individuals and business entities, financial information, insurance, and other know-how or information relating to Client (collectively "Client information"), as between the Parties, are the property of the Client, and will be used and viewed by TTR only within the scope of its rights and responsibilities for data recovery services and will not be otherwise disclosed to third parties by TTR or any of its agents without Client's prior written approval unless otherwise required by law.

TTR agrees to use Client information only to provide data recovery services and not to use such information for any other purpose. TTR agrees to implement and maintain reasonable and customary security measures to safeguard Client information. Such measures shall include, but not be limited to, requiring employees who will have access to such information to agree to the confidentiality requirements of this policy. TTR agrees to not disclose Client information, in any form or medium, to any affiliated or non-affiliated person, firm or corporation except as necessary to perform services under this Agreement or as may be required by law. To the extent that TTR contracts with a third party that obtains Client information in order to provide services under this Agreement, TTR agrees to obtain contractual confidentiality protections to require the third party to hold Client information in strict confidence and not disclose it to any person unless required by law. TTR agrees to return all Client information to Client either upon request or termination of this Agreement.

The confidentiality obligations set forth in this privacy policy shall not apply to information and materials: (1) that are or subsequently become publicly available; (2) that were known to TTR prior to Client's disclosure to TTR, other than any information or materials obtained from any of TTR's agents or affiliates which are either subject to confidentiality obligations in favor of Client from such agents or affiliates of TTR or fail to fall with the exception categories (1), (2), (3), (4), or (5) described herein; (3) that become known to TTR from a source other than the Client, other than by the breach of an obligation of confidentiality owed to the Client; (4) that is independently developed by TTR without reference to or use of Client information; or (5) when Client information is found to contain illegal data such as child pornography defined as a visual depiction of a minor (child younger than 18) engaged in sexually explicit conduct (18 U.S.C. 2256) or information that is detrimental to national security.

Business entities, government entities and other organizations whose data is successfully recovered by TTR may be asked to provide TTR the right to use for promotional purposes their respective copyright protected logos and/or names. If any such business entity, government entity or organization does not wish to allow TTR use their respective copyright protected logo and/or name for promotional purposes, TTR will remove the copyright protected logo and/or name immediately upon written request.