



Terms of Service

Ownership:

I confirm I am the legal owner (or authorized representative of the legal owner) of the property being released and all data contained therein. The ownership of equipment released is typically released back upon request and only at completion of service. However where the drive is opened in a "clean-room" environment the drive may only be returned if physically possible and reassemble fees may apply. Any equipment left with Data Recovery Man for longer than **10 days** after the customer has been notified of completion of service said equipment may be destroyed or recycled, at which time, Data Recovery Man, shall have no liability to the customer or any third party.

Permission to perform service:

The customer authorizes Data Recovery Man to conduct an evaluation and if approved, service the media in any means necessary to recover the data. The customer authorizes Data Recovery man and its employees, or agents, to receive, transport, and have work performed on said media/equipment/data to, from and between approved facilities as necessary. On approval of recovery costs, the customer authorizes Data Recovery Man to perform any measures necessary to recover data from this media and or equipment.

Limited Liability: Data Recovery Man shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service. In no event will Data Recovery Man be liable for any loss of data or loss of revenue or profits or any special accidental, contingent, or consequential damages, however caused, before, during or after service even if Data Recovery Man has been advised of the possibility of damages or loss to persons or property. Data Recovery Man.'s liability of any kind with respect to the services including any negligence on its part, shall be limited to the contract price for the services.

Related Risks:

Customer is aware of the inherent risks involved in data recovery including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data structures including those that may result from the runtime damage caused by general usage of recovery equipment. Data Recovery Man will not be held responsible or liable for the above risks. To perform data recovery on any type of hard drive or media device has risks and client is aware and agrees to the above risks. Data Recovery Man may be required to open the external enclosure, hard drive-seals or laptop or equipment etc. to obtain access to the media needed for recovery; in this case Data Recovery Man. will not be liable or responsible for any warranties that may be voided during or as a result of this process.

Disclosure of Information (Confidentiality):

Data Recovery Man agrees not to disclose private or business information (including recovered data details) to parties or sources (except authorized employees or authorized agents of Data Recovery Man) without the consent of the customer unless required by law. Data Recovery Man uses Twitter to make announcements, place customer comments or announce recovery results for advertising and promotion reasons. An example of this would be similar to the following. "**James S. has successfully had all their data recovered**" or "**ACE Computers Inc. just had their data successfully recovered**". If you DO NOT wish to allow Data Recovery Man to allow customer name or Company name to be used in this manner then please Initial here _____.

Payment: Payment is due in full upon notification of completion. Until monies are received in full recovered data will not be released, shipped, be picked up or uploaded. The customer is financially responsible, if applicable, for all shipping costs, insurance, and taxes to and from Data Recovery Man. Cashier Checks, Money Order, Credit Cards are accepted as forms of payment. **By signing this agreement client agrees to at least Level One of service costs** and upon approving recovery amounts will pay Data Recovery Man within 2 business days.

Data Release / Storage: Data will be released typically one business day after payment is received. Data will only be stored for **5 business days** after release date and then will be purged. If there are any issues with the data recovered notification (email / phone) stating the issue will need to be received during the 5 day storage period. After this time the customer is liable for partial or full recovery costs to recover the data again.

Agreement: The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to mediation, in accordance with the Rules of the American Mediation Association. Either party may enforce the award of the mediator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The mediation shall take place in the Country in which the Data Recovery Man laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

I, the client have read and agree to the following conditions

Date:

Name:

Signature: