





## Terms and Conditions

### 1. Authorization

The client authorizes WeRecoverData Data Recovery Labs to conduct an evaluation of the media sent to determine the nature of the damage and provide an estimate of recovery cost and timing.

The evaluation is free and no work beyond this evaluation will be charged without explicit client approval.

The client authorizes WeRecoverData Data Recovery Labs, its employees, and agents, to receive and transport this media/equipment/data to, from and between their facilities, without liability.

### 2. Legal Rights

The client is the legal owner or authorized representative of the legal owner of the property and all data contained therein sent to WeRecoverData.

Any property left with WeRecoverData unclaimed for 90 days, will be disposed. At which time, WeRecoverData shall have no liability to the client or any third party.

### 3. Limited Liability

WeRecoverData Data Recovery Labs 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 WeRecoverData be liable for any loss of data or loss of revenue or profits or any special, incidental, contingent, or consequential damages, however caused, before,

during or after service even if WeRecoverData has been advised of the possibility of damages or loss to persons or property.

WeRecoverData'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.

Client and WeRecoverData agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at WeRecoverData's option, additional attempts by WeRecoverData to recover satisfactory data or refund of the amount paid by the client.

The parties acknowledge that the price of WeRecoverData's services would be much greater if WeRecoverData undertook more extensive liability.

Client is aware of the inherent risks of injury and property damage 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 recovery, including those that may result from the negligence of WeRecoverData, and assumes any and all known risks of injury and property damage that may result.

### 4. Confidentiality

WeRecoverData agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of

WeRecoverData subject to confidentiality agreements or as required by law.

### 5. Payment

Payment is due in full upon completion of successful recovery, prior to release of data (whether shipped, picked up or downloaded), unless by special previous arrangement.

The client is financially responsible for all shipping costs, custom duties and taxes to and from WeRecoverData.

Bank transfers are welcome. We also accept VISA, Mastercard, American Express and Discover.

### 6. Warranty

WeRecoverData makes no warranty, express or implied, and WeRecoverData disclaims any warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.

### 7. Agreement

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the American Arbitration Association.

Either party may enforce the award of the arbitrator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial.

The arbitration shall take place in the Country in which the WeRecoverData laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

**Approved By (Print):**

**Date:**

**Signature: X** \_\_\_\_\_

**Where Are You Shipping Your Media?**

**Call Ahead to Arrange for Weekend and After Hours Service  
For 24/Hours service call 866-400-DATA**



▶ If at all possible, **remove the media from the computer**. Get expert help if necessary. Send us just the hard drive(s), tape(s), floppy, jaz, zip, optical, flashcard, microdrive etc..

- ESD (Electrostatic Discharge), a familiar form of Electrostatic Discharge, often called "static electricity", is the shock we receive after walking across a carpet. In a technical environment, ESD can be very costly by harming devices or components. ESD may cause a catastrophic failure that appears immediately or a latent failure in which gradual degradation occurs during use, resulting in eventual failure.
- Before moving a computer, hard drive or other component, discharge personal static build up by touching a grounded metal object, such as a plugged-in computer chassis.
- Handle a hard disk drive as you would handle an egg. Handle failed hard disk drives with the same care as new drives.

▶ Use the original shipping materials, if you still have them. If not, they are relatively easy to replicate:

- **Wrap media in an anti-static bag** or similar material to prevent ESD.
- **Use a box** that is at least twice the size of the media so that the media can be suspended in the middle of the box. We recommend a minimum of two inches of insulation all around for a 2 lb drive.
- **Pack securely** with foam, bubble wrap, or newspaper so the media **will not move** from the middle of the box. Avoid using peanuts as contents will settle to the bottom of the box.
- If sending a computer, laptop or notebook, use great care to ensure proper cushioning and protection. We recommend at least 6 inches for insulation. The heavier the unit, the more insulation required.

▶ Make sure it is clearly labeled as FRAGILE and don't forget to include this completed and signed evaluation request form.

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