

DATA RECOVERY TERMS AND CONDITIONS

1. Authorization

The client authorizes EDRS to conduct an evaluation of the media sent to determine the nature of the damage and provide an estimate of the data recovery cost and turnaround. The evaluation is free and no work beyond this evaluation will be charged without explicit client approval.

- i.* The client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all of the information and data stored on said property. By asking EDRS to enter into this agreement with you, as client, you declare that the foregoing representations are true and correct. You agree to indemnify EDRS for any claims against EDRS related to this data recovery.

2. Failure to claim property

Any property left with EDRS unclaimed for 30 days, will be disposed or recycled. At which time, EDRS shall have no liability to the client or any third party.

3. Limited Liability

- i.* EDRS shall not be liable as a result of this agreement or the performance of any data recovery services or evaluation of the possibility of providing data recovery services, for any claims regarding the physical functioning of equipment OR media or the condition or existence of data on storage media supplied before, during or after service.
- ii.* THE CLIENT UNDERSTANDS THAT DATA RECOVERY CANNOT BE GUARANTEED.
- iii.* EDRS shall provide best care for the hard disk, yet they are not responsible for any further damage to hard disk or data during the recovery process. 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.
- iv.* All data recovered will be kept for a period of 5 days after successful delivery to customer No charge will be made in the destruction of data. Data will be destroyed and thereafter no further records will be kept.

4. Confidentiality

EDRS agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment to any third parties.

5. Payment

- i.* Payment is due in full on recovery of data, prior to release of data unless by special previous unless prior arrangement is made or purchase order number is created.
- ii.* Clients are advised to check the data before making payment.
- iii.* No Data No Charge applies only when no data recovery is possible

I have read the Data Recovery Terms and Conditions and give my acceptance for the same

Name and Signature of Customer

Date