



Data Recovery Request Form

Contact Information	
Company:	Telephone:
Address:	Fax:
Contact Name:	
Email Address:	
Price Quoted For Recovery:	Customer Representative You Spoke with:
Referring Dealer (if applicable):	
Media for Recovery	
Media Type (Please mark with a 'x'): SATA/IDE Internal HDD ____ USB HD Drive ____ USB Pen Drive ____	Can we break the seal on the media? ____ Yes (This may void warranty) ____ No
Manufacturer:	Operating System and Version:
Model:	How many partitions or volumes on the media?
Serial #:	How much data is on the media?
What are the most important files, folders, and directories to be recovered?	What media should be used to return your data? ____ DVD ROM (Suitable for 4GB or less of data) ____ The formatted drive I will send or have included ____ I wish to buy a DataTek Recovery data drive ____ Tape (specify type and software required): _____ ____ Other (specify): _____
Situation of Failure	
The reason of Failure or In-Accessibility:	



What solutions if any have already been tried on the media:

Shipping Information

Shipping Company Used:

Way Bill# or Tracking Number so we can track it:

Terms and Conditions

1. Authorization
 - The client authorizes **DataTekRecovery** to conduct an evaluation of the media sent to determine the nature of the damage and provide an estimate of recovery cost and timing. However, the client understands that in case of partial/full recovery, he/she is responsible for nothing less than the agreed price or minimum data recovery charge at **DataTekRecovery's** discretion. The client authorizes **DataTekRecovery**, its employees, and agents, to receive and transport this media/equipment/data to, from and between their facilities.
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 **DataTekRecovery**.
 - Any property left with **DataTekRecovery** unclaimed for 30 days, will be disposed. At which time, **DataTekRecovery** shall have no liability to the client or any third party. The client is legally responsible for the cost of data recovery if he/she has agreed to move forward with the recovery. The client is responsible for all legal fees should a dispute go to arbitration.
3. Limited Liability
 - **DataTekRecovery** 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 **DataTekRecovery** 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 **DataTekRecovery** has been advised of the possibility of damages or loss to persons or property. **DataTekRecovery'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 service.
 - Client and **DataTekRecovery** agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at **DataTekRecovery's** option, additional attempts by **DataTekRecovery** to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of **DataTekRecovery's** services would be much greater if **DataTekRecovery** undertook more extensive liability.
 - Client is aware of 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 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 **DataTekRecovery**, and assumes any and all known risks of injury and property damage that may result.
4. Confidentiality
 - **DataTekRecovery** 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 **DataTekRecovery** subject to confidentiality agreement or as required by law.
5. Payment
6. By letting **DataTekRecovery** start work on the client's media, he/she agrees to the price range provided before evaluation. If the client decides to change his/her mind during or after the process has started, the client is responsible for nothing less than the agreed price or minimum data recovery charge at **DataTekRecovery's** discretion. Once the client has agreed to move forward after the evaluation, he/she is financially responsible for the price quoted including all shipping costs, custom duties and taxes to and from **DataTekRecovery**.
7. Warranty
 - **DataTekRecovery** makes no warranty, express or implied, and **DataTekRecovery** disclaims any warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.
8. 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 **DataTekRecovery** 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** _____