



www.ocdatarecovery.com
 16755 Von Karman Ave Suite 200
 Irvine CA 92606
 (949) 724-1795

Data Recovery Intake Form and File Checklist

Date: ___/___/___

Please complete the boxes below to the best of your ability. Please read the contract on the following page and include this signed and completed form with your shipped media.

Contact Information

Contact Person:	Company:
Phone: (required)	Address:
Email: (required)	City: State: Zip:

Media Information

Requested Data

<u>Media Type:</u> (circle one) Hard Drive RAID Flash Drive Computer Laptop	Capacity:	Entire Drive: Y N If No, please answer below to the best of your ability.
File System/OS:	Manufacturer:	User Profile: Y N (if yes, profile name used) _____
Serial #(s):		Please describe the location of any critical files: _____ _____ _____ _____ _____ _____ _____ _____ _____
# of Drives or Media:		
Describe Drive Status: (No power, clicking, beeping, etc.)		
Only the bare hard drive is needed for the recovery process. If additional items are included, please indicate below: _____ _____ _____		
Credit card Information: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex Security Code _____ Card#: _____ Exp: ____/____/____		
Name: _____ Billing Zip: _____ *Deposits are applied to final recovery cost, but non-refundable. *Fees are not applied towards the final recovery costs		Please mark any that apply: <input type="checkbox"/> Standard Single Drive or Smart Media Recovery <input type="checkbox"/> RAID Recovery (*\$100 deposit per drive) <input type="checkbox"/> Format/Delete/Reinitialize Recovery <input type="checkbox"/> Previously Opened Hard Drive (*\$250 deposit) <input type="checkbox"/> Priority Service (*\$200 fee per drive) <input type="checkbox"/> Data Backup/Transfer for Healthy Drive (\$295 prepaid)



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Special Notes:

- Rescanning for additional files once evaluation is complete may cause further damage and will incur additional costs.
- General System Temp Files or Temporary Internet Files will not be recovered unless otherwise specified.

Terms and Conditions (please read and sign)

1. Authorization: The client authorizes Specialized Data Recovery, and its affiliates to conduct an evaluation of the media supplied to determine the nature of the damage and provide a quote of recovery cost and timing. The client authorizes Specialized Data Recovery, its employees, and agents, to receive, transport, and have work performed on said media/equipment/data to, from and between different facilities as necessary. On approval of recovery costs, the client authorizes Specialized Data Recovery to perform any and all measures necessary to recover data from this media and or equipment.

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 Specialized Data Recovery. In most cases the original drive can be returned to the customer, if requested. In cases where the drive is repaired in our "clean-room" environment the drive will only be returned if physically possible and only upon client request. Any property or equipment left with So Specialized Data Recovery, for a period of **90 days** (or more) without any ongoing communication (for example, but not limited to, unrecoverable media, client cancellation, pending client approval etc.) will be destroyed or recycled, at which time, Specialized Data Recovery shall have no liability to the client or any third party.

3. Limited Liability: Specialized Data Recovery 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 Specialized Data Recovery 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 Specialized Data Recovery has been advised of the possibility of damages or loss to persons or property. Specialized Data Recovery'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 Specialized Data Recovery agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Specialized Data Recovery's option, additional attempts by Specialized Data Recovery to recover satisfactory data or refund (partial or full) of the amount paid by the client. The parties acknowledge that the price Specialized Data Recovery services would be much greater if Specialized Data Recovery undertook more extensive liability. Client 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 recovery, including those that may result from the accidental damage caused by general usage of recovery equipment. Specialized Data Recovery will not be held responsible or liable for the above risks. To perform data recovery on any type of external hard drive or device, Specialized Data Recovery may be required to open the external enclosure Specialized Data Recovery will not be liable or responsible for any warranties that may be voided during or as a result of this process. If the client purchases a new external hard drive from Specialized Data Recovery in order to furnish recovered data, Specialized Data Recovery will be liable for data loss due to media failure for **7 days** from the recovery date, customer pickup or delivery date, whichever comes later.

No liability is given for accidental damage, user error or customer supplied media or drives.

4. Confidentiality: Specialized Data Recovery 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 Specialized Data Recovery 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 uploaded. The client is financially responsible, if applicable, for all shipping costs, insurance, custom duties and taxes to and from Specialized Data Recovery. Cashier Check, Money Order, Cash or Credit Cards (VISA, MasterCard, American Express and Discover) are welcome. Upon approval of labor quote credit card provided can be charged at any time once it has been determined that a successful recovery is possible. Any applicable deposits or fees are due upfront and are non-refundable.

6. Warranty: Specialized Data Recovery makes no warranty, express or implied, and So Specialized Data Recovery 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 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 Specialized Data Recovery laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

I Accept and Understand the Terms and Conditions outlined in this document:

Signature: _____

Printed Name: _____

Date: _____