



File Savers Data Recovery

866-221-3111
www.filesaversdatarecovery.com

Name:	Address:		
Phone:	City:		
Email:	State:	Zip:	
Type of device: Internal Hard Drive <input type="checkbox"/> External Hard Drive <input type="checkbox"/> SSD <input type="checkbox"/> Flash <input type="checkbox"/> CF Card <input type="checkbox"/> SD Card <input type="checkbox"/> Micro SD Card <input type="checkbox"/>			
Drive Capacity: (500 GB, 1 TB, 2 TB, 16 GB?)			
Operating System: Windows <input type="checkbox"/> Mac <input type="checkbox"/> Other <input type="checkbox"/>			
Failure Symptoms:			
Critical Files or Folders (All does not work. If this were a house fire, what would you want us to save first?):			

Select desired recovery speed (Time frame is estimated depending on condition of drive):

Standard
(7 - 14 Days Estimated)

Rush
(2 - 5 Days Estimated)

Emergency
(1 - 2 Days Estimated)

Terms and Conditions

I (The Customer), authorize FILE SAVERS DATA RECOVERY (FILE SAVERS) to attempt recovery of data from the hardware component of which I am the rightful owner of both the hardware and the data to be recovered. I accept that, while FILE SAVERS will use its best efforts in the recovery process, I agree to waive all rights to damages should FILE SAVERS be unsuccessful or should FILE SAVERS damage the hardware in pursuit of recovering the data.

Costs

Prices are based on the service selected, type of device, device capacity and device failure. A firm cost to recover my data shall be provided after receipt of the hardware and following an initial review & diagnosis of the condition of the media (Standard Service only). If I choose not to proceed with the recovery at the given price, I agree to pay a \$15 return shipping fee for a single media device such as a hard drive. Increased return shipping fees are charged for additional devices or larger devices such as laptop computers, etc...For Rush & Emergency Service & RAID's with more than 3 drives, data recovery will commence as soon as the media storage device is received. The final price will be given upon completion of the data recovery project. Removing the drive from any type of computer or external enclosure may be subject to additional fees and is not considered part of free diagnosis. Cost is guaranteed not to exceed the highest price quoted unless the device has been previously opened or tampered with. Data recovery of a previously opened device may require a non-refundable attempt fee if device has been contaminated or the recovery is more complicated due to tampering, damage, etc... Should the cost estimate to recover the data be insufficient, FILE SAVERS will notify me in writing via Email, or via telephone should additional time or charges apply prior to the commencement of additional work. Deleted & Formatted data recovery is priced at a non-refundable flat rate cost of \$500 and the recovery results will be accepted "as is" with no guarantee of success. An additional fee of \$150 per hour is charged for additional time searching, testing and verifying the recovered data from deleted or formatted devices. Work will not continue until approval of the additional time has been granted and authorized by the Client.

Payment

I agree to pay FILE SAVERS all amounts owing prior to the release of the data and/or the hardware. These charges shall be paid in cash, Certified Check or Money Order, Visa, MasterCard, American Express or pre-authorized Purchase Order. I agree to pay in full within 14 days of invoicing. If I choose financing or if I do not pay within 14 days, a 10% finance charge will be added to the recovery cost. I agree that payment in FULL must be received by FILE SAVERS prior to release of any material.

Pre-Existing Deficient hardware and Data

I acknowledge that the hardware may be damaged prior to arriving at FILE SAVERS. Although best efforts are made, I will not hold FILE SAVERS responsible for damage in transit, either to or from our facility. I further acknowledge that the recovery process may damage the hardware or data during the recovery process and that no liability is being assumed by FILE SAVERS.

Abandonment

Any media left at FILE SAVERS for more than 30 days without communication from the client will be considered abandoned and will be assumed as property of FILE SAVERS. FILE SAVERS will make reasonable attempt to contact the client via phone and e-mail prior to the destruction of the media.

Liability and Limitation of Damages

I agree not to hold FILE SAVERS or its' subcontractors, suppliers, agents or employees, liable for any damages resulting from the work and which may result and/or include, loss of business continuity, profits, customer lists, incidental damages or other such occurrences. The total liability of FILE SAVERS or its suppliers to me under this agreement shall in no event exceed the total sums paid by me to FILE SAVERS. I agree that any breach resulting from misrepresentation by me as to the content or subject matter of the data, I shall defend, at my expense, indemnify, and hold FILE SAVERS harmless against any damages or expenses that may occur (including reasonable legal fees), and pay any cost, damages, or legal fees awarded against FILE SAVERS resulting from my breach of this Agreement.

Non-Disclosure and Confidentiality

FILE SAVERS recognizes that our clients' data is highly confidential and private. FILE SAVERS will not disclose or make available any reference to the clients' data except as required by law. Any work that may be subcontracted to an external vendor shall only be done in extenuating circumstances and to our partners that commit to the same level of confidentiality and nondisclosure. Confidentiality shall not apply to any information which is currently in the public domain or which was known to FILE SAVERS prior to receipt from the Customer or which was disclosed to FILE SAVERS by the Customer or a third party.

Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (1) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met, will be extended for a period of time equal to the time lost due to any delay so caused.

Agreement

This Agreement shall be governed by the laws of Utah, USA. Facsimile signatures or email notifications for this Agreement and any subsequent exhibits are effective to bind the signing party and are admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

I, _____, agree to the terms and conditions above.

Signature: _____ Date: _____