

Please read and understand the Terms and Conditions.

Terms and Conditions

- 1. Authorization:** The client authorizes LaptopData Recovery Services, its employees, and agents, to receive, transport, and have work performed on said media/equipment/data to, from and between different facilities as necessary. The client authorizes LaptopData Recovery Services 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 LaptopData Recovery Services. 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 LaptopData Recovery Services for a period of 30 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, LaptopData Recovery Services shall have no liability to the client or any third party.
- 3. Limited Liability:** LaptopData Recovery Services 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 LaptopData Recovery Services 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 LaptopData Recovery Services has been advised of the possibility of damages or loss to persons or property. LaptopData Recovery Services 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 LaptopData Recovery Services agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at LaptopData Recovery Services option, additional attempts by LaptopData Recovery Services to recover satisfactory data. 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. LaptopData Recovery Services will not be held responsible or liable for the above risks. To perform data recovery on any type of external hard drive or device, LaptopData Recovery Services may be required to open the device. LaptopData Recovery Services 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 hard drive from LaptopData Recovery Services in order to furnish recovered data, LaptopData Recovery Services will be liable for data loss due to media failure for 10 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:** LaptopData Recovery Services 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 LaptopData Recovery Services 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 to and from LaptopData Recovery Services. It is LaptopData Recovery Services's discretion whether the recovery can be performed at a logical or physical recovery cost. If client chooses not to proceed with the recovery and requests the failed drive back, shipping costs will be provided by the client. When the results of a recovery are disclosed to the customer they have exactly 10 days from notification to respond. If the customer does not respond within that period of time, the hard drive or failed media will be forfeited and destroyed. All backups of the hard drive or failed media will be erased at that time. LaptopData Recovery Services will not be held responsible for data erased, forfeited hard drive, or failed media. This also includes any accessories included with the hard drive or failed media.
- 6. Warranty:** LaptopData Recovery Services makes no warranty, express or implied, and LaptopData Recovery Services disclaims any warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.
- 7. Agreement:** By mailing the drive or failed device to LaptopData Recovery Services, the Client acknowledges that they have read and understand the Terms and Conditions listed above.

LaptopData Recovery