



4700 Ardmore Ave #108
OKEMOS MI, 48864
Office 517-977-4754

Terms of Service

Data Recovery Basic Terms

Authorization:

Client, including any of its division, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Client (“Client” herein), authorizes Data Clinic USA (hereafter “Data Clinic”, “we” “our” or “us”), its employees, and agents, to conduct diagnostics of the storage media specified below, provided to us to determine the nature of the damage and assess an estimate of repair cost and timing, if at all possible. Client authorizes Data Clinic to conduct said diagnostics by any means necessary in order to assess the full extent of the failure and determine the steps required for the repair/data recovery procedure.

Legal Rights:

The client or the legal owner, representative has a legitimate right to the property and all data contained therein sent to Data Clinic.

After completion of data recovery, if the customer does not review the file list and approve or decline the continuation of the project within thirty (30) days of the file list becoming available, Data Clinic will charge the default credit card on file for said project in the full amount quoted plus any applicable shipping fees, and all media will be shipped out to the shipping address on file at that time.

Any property left with Data Clinic and unclaimed for 30 calendar days, will be securely disposed. At which time, Data Clinic shall have no liability to the client or any third party. Data Clinic will make reasonable attempts to contact the client via phone and e-mail on file, prior to the destruction of the media.

In the case that a customer’s credit card declines a charge for Data Clinic’s services, Data Clinic reserves the right to engage a third-party collections agency to collect the balance if the amount due is not settled within sixty (60) days of the initial declined charge. Once a collections agency is engaged, the minimum due for the return of the original media, not including recovered or extracted data, will be the greater of either a) 20% of the quoted service fee, or b) \$200.00.

Liability:

Data Clinic assumes no liability for any claims regarding the physical functioning of media and or equipment nor the condition or existence of data on storage media supplied before, during or after service. In no event will Data Clinic 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 Data Clinic has been advised of the possibility of damages or loss to persons or property. Our 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 Data Clinic agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at our option, additional attempts by us to recover satisfactory data. Client is fully 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



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incomplete data recovery, including those that may result from the negligence of Data Clinic, and assumes any and all known risks of injury and property damage that may result. Although best efforts are made, customer will not hold Data Clinic responsible for damage in transit, either to or from our facility.

If you provide Data Clinic with your drive in a server, laptop, or other enclosure, the drive in question will be removed in order to service it. Data Clinic will not reassemble a RAID array or server or reinsert the drive in a laptop or other enclosure.

Confidentiality:

We will protect the confidentiality of your data against unauthorized disclosure using the same degree of care used to protect our own confidential information. Data Clinic and its officers and employees agree not to disclose any data to any third party unless under final appeal and penalty of State, Federal or International Law. Data Clinic provides an absolute NON DISCLOSURE of any customer data.

Payment:

Client agrees to pay in full upon completion of services rendered by Data Clinic. Payment is due in full upon completion of successful recovery, prior to release of data (whether shipped, picked up or downloaded). Other payment arrangements may be made prior to recovery service completion or initiation. We accept checks, VISA, MasterCard, Discover and American Express. If the Client has given verbal, online or written approval for Standard, Expedited or Emergency service and wishes to cease recovery at any point after a verbal, online or written agreement has been entered but before completion of services, the Client will be charged 20% of the total recovery fee. Data Clinic retains the right to recover the full amount of the approved proposal for all Expedited service level cases including, but not limited to, the amount of resources and cost already incurred by the Company.

In the case that a customer's credit card declines a charge for Data Clinic's services, Data Clinic reserves the right to engage a third-party collections agency to collect the balance if the amount due is not settled within sixty (60) days of the initial declined charge. Once a collections agency is engaged, the minimum due for the return of the original media, not including recovered or extracted data, will be the greater of either a) 20% of the quoted service fee, or b) \$200.00.

Encryption:

If at any point during the recovery process Data Clinic concludes that the data is encrypted, we will require that the client provide the necessary decryption information, regardless of whether the customer had prior knowledge of the encryption. If the client cannot or will not provide the decryption information preventing Data Clinic from completing the recovery, then Data Clinic will consider this a breach of contract, and charge a fee of \$200 or 20% of the recovery service quote provided, whichever is higher.

Authorization of Recovery:

If you accept the cost estimate provided by your account representative upon completion of the



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initial evaluation of your data storage device or media we will apply our existing technology and standard processes and use our best reasonable efforts to recover your data. By submitting your device and payment information, you agree to pay the fee quoted and authorize Data Clinic to charge your credit card for such amount if we are able to successfully recover the data as per your expectation

Data Clinic does not take responsibility for client error. If the client has sent an incorrect media to Data Clinic and authorized recovery services, and Data Clinic has completed a full recovery, the client will be responsible for the cost of the authorized services.

The client understands that any time frame given at the time of authorization of recovery is an estimate, and Data Clinic will use our best reasonable efforts to recover your data within the specified time frame. If due to circumstances outside of our control, Data Clinic cannot deliver the service within the estimated time frame, once complete, the client is still responsible for the recovery service fee noted at the time of authorization of recovery devoid of any expedited fees.

Unrecoverable / Unsuccessful Recovery:

If we are unable to recover any data, we will inform you accordingly and not charge you for our efforts. If, we are able to recover part but not all of your data, we will inform you accordingly and you may choose to receive the recovered data for the agreed fee.

Declined Services:

If data is determined to be unrecoverable, or we cannot successfully salvage and recover your data, there is no charge to you as our 'no-data no-fee' policy applies and there will not be assessed processing fees, however by sending media to us, you agree to operate on good faith intentions of using our recovery services and resources for the purpose of having us recover data from such media.

If the customer decides to decline to have the service completed or the device is not recoverable, there will be a return shipping fee due to have the device sent back to him/her.

Service Limitations:

By agreeing to this service agreement you are stating that you understand that the media/data/equipment you are making available to Data Clinic is already damaged, that data recovery efforts can result in further damage and that we will not be held responsible for this or any other type of damage caused to this media.

Agreement:

This Agreement shall be governed by the laws of state of Michigan, 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.



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Data Recovery Agreement

Company (Client): _____

Contact: _____

Address (No PO Box): _____

City: _____

State: _____ **Zip"** _____

Phone: _____ **Cell:** _____

Email: _____

PLEASE READ AND CHECK EACH ITEM TO INDICATE YOUR AGREEMENT TO EACH CONDITION

Data recovery process requires a non-refundable evaluation fee of \$50.00. This includes testing and evaluation to verify whether or not data can be recovered. It will be subtracted from the recovery fee if we are able to recover data. The evaluation period takes at least 7 Business days from evaluation payment and receipt of the hard drive.

After evaluation, we will contact and inform you of how long it will take to recover your data and the status of your drive. Most recoveries take 2-6 hours of hands-on time, but may take Additional Days to analyze and copy the data.

All items opened (cases, laptops, workstations, etc.) may void all manufacturers' warranties. All hard drives tested may void manufacturers' warranties.

All data obtained will be transferred onto a hard drive that you may provide or purchase. Additional charges apply to these items. If the data is small enough then you may purchase CD's for \$15.00 per 650MB or DVD's for \$25.00 per 4.3GB. You may supply your own hard drive but not CD/DVD's as labor and quality is included in our pricing.

In the unlikely event that there is a dispute with Data Clinic USA (MI), the dispute will be settled via arbitration through the Better Business Bureau of Lansing, Michigan

Signature: _____ **Data:** _____

Your Signature-Denotes Approval to the TERMS of THIS AGREEMENT