



INSTRUCTIONS: Fill it out, sign, take a copy, and send the original with the media/equipment you ship.

Contact Information

Company Name:	Contact Name:
Address:	Telephone:
	Fax:
Email Address:	Cell Telephone:
VAT ID:	Referring Reseller (if applicable):

Media for Recovery

Promotion Code:	
Customer Reference: (For example: Bob's laptop, personal computer)	
Media Type: What are you giving us to recover from? (e.g. Hard Drive, RAID set, Laptop, Camera Card etc.)	RMA Number: (All products)
	Quantity:
Manufacturer and Model:	Operating System:
Serial Number:	Is this data being recovered for possible legal actions? <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Parts/Media: (e.g. cables, a good hard drive)	Can we break the seals on the media? (This may void your manufacturer warranty) <input type="checkbox"/> Yes <input type="checkbox"/> No
What are the most important files, folders and directories to be recovered? (for example: WORD files, Email, My Documents directory)	
Describe the circumstances of the failure or inaccessibility and any remedies that have been tried:	

Evaluation Fee: \$50 USD.

Please enter your credit card information:

Card Type : <input type="checkbox"/> Mastercard <input type="checkbox"/> VISA
Credit Card Number:

Expiration Date:	Security Digits: (last 3 or 4 digits on back of card)
Card Holder Name:	
Issuing Bank:	
Billing Address: <input type="checkbox"/> Check if same as above	
Telephone:	
I hereby authorize E-Tech Data Recovery to process the charges as listed to the credit card number provided and agree to notify E-Tech within 7 days of receipt of any issues regarding client satisfaction with services performed.	

Terms and Conditions

E-Tech Data Recovery Terms and Conditions

- 1. Evaluation Fee and Effort.** Upon payment of a non-refundable evaluation fee, E-Tech Data Recovery Silicon Valley (E-Tech), with offices at 3440 De La Cruz Blvd., Santa Clara, California 95054 will use reasonable efforts to determine whether any data on your data storage device or media is recoverable using our existing technology and processes (which has limitations – not all lost data can be recovered).
- 2. Evaluation Report and Authorization of Recovery.** E-Tech will inform you of our assessment and a cost estimate for the actual recovery work.
- 3. Successful Recovery Effort.** If E-Tech is able to recover data, E-Tech will notify you and charge you. E-Tech will not release your data to you until you have paid for our data recovery services and costs (including, without limitation, applicable service fees, material costs, new media costs, shipping costs, customs duties, and taxes).
- 4. Unsuccessful Recovery Effort.** If, contrary to our assessment, E-Tech is unable to recover any data, E-Tech will inform you accordingly and not charge you for our efforts. If, contrary to our assessment, E-Tech is able to recover part but not all of your data, E-Tech will inform you accordingly and you may choose to receive the recovered data for a reduced fee.

Failure to Claim Property, Media or Data After 30 Days. Any device, media, or data left with us without full payment after 30 days will be disposed of in our discretion; and you release us from any obligation of confidentiality related to the device, media, and data.

Service Limitations:
NOTE THAT E-TECH CANNOT PROMISE ANY PARTICULAR RESULTS. E-TECH ARE ONLY COMMITTING TO REASONABLE EFFORTS AND THE APPLICATION OF OUR EXISTING TECHNOLOGY AND STANDARD PROCESSES. E-TECH CANNOT GUARANTEE THAT ANY DATA WILL BE RECOVERED. ALSO, OUR ATTEMPT TO RECOVER THE DATA MAY RESULT IN DAMAGE TO THE DEVICE, MEDIA, OR DATA, AND MAY EVEN RENDER ANY DATA UNRECOVERABLE. TO THE EXTENT POSSIBLE, YOU SHOULD ATTEMPT TO BACK UP ANY AVAILABLE DATA BEFORE SUBMITTING IT TO US.

Authorization:
You are authorizing E-Tech and its employees, agents, and delegates to conduct testing, evaluation, access, recovery attempts and processing of each data storage device or data storage media that you submit to us.

Communications:
All communications relating to your request, including cost estimates and invoices, will be sent via e-mail to the address you provide to us unless you request, in writing, to receive such communications via regular mail.

Legal Rights:
You represent to E-Tech that you are of the legal age of majority in your state or country of residence. You warrant that you are the legal owner or the authorized representative of the legal owner of the device, media, and data. You warrant that that the data on your device is legal and that you have the unrestricted legal right (1) to send us the device, media, and data; (2) to have the data recovered; (3) to receive the recovered data; and (4) to agree to these terms. You will defend and indemnify us (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or your rights or lack of rights thereto.

Confidentiality:
E-Tech will protect the confidentiality of your data against unauthorized disclosure using the same degree of care as E-Tech use to protect our own confidential information.

Disclaimer of Warranties, Representations and Guarantees:
E-Tech perform this service "as is," with all faults, at your sole risk. E-Tech do not extend any express warranties, representations, conditions or guarantees regarding our data recovery services or their results, and E-Tech expressly disclaim all implied warranties, including any implied warranty or condition of merchantability, warranty of fitness for a particular purpose, or warranty of accuracy or completeness.

Limitation of Liability:
E-Tech will not be liable for any harm caused, unless you prove that E-Tech caused damages intentionally. Without limiting the generality of the foregoing, E-Tech will not be liable for the condition, existence, or loss of the data you send us or the data E-Tech recover; any loss of revenue, loss of profits, or any indirect, special, incidental, or consequential damages however caused. This disclaimer shall apply to any and all damages, regardless on the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether E-Tech have been advised of the possibility of loss or damages - unless you prove that E-Tech caused damages to you intentionally.

Liability Cap:
The amount of our liability will not exceed the total price you actually pay us for the data recovery services. The essential purpose of this limitation is to limit our liability for performing the data recovery services; this allocation of risk is reflected in our prices. This paragraph will apply notwithstanding any other provisions in this agreement, or the failure of any remedy.

Exclusive Remedy:

Your exclusive remedy for unsatisfactory work or data will be, at our option, additional attempts by us to recover satisfactory data or refund of the amount paid by you. You acknowledge that the price of our services would be much greater if E-Tech undertook more extensive liability.

Use of this Site and Your Account:

By using this site, you are subject to and agree to be bound by the privacy policy and other terms and conditions of this site.

Personal Data:

You must provide true, accurate and complete information about yourself as prompted by the request form, including, without limitation, your name, address, e-mail address, telephone number and credit/debit card information, as applicable (collectively, "personal data"). You must maintain and promptly update your personal data. You acknowledge that E-Tech may send you important information and notices regarding your requests by e-mail and that E-Tech shall have no liability associated with or arising from you failure to maintain accurate personal data.

Terms of Payment:

Payment shall be made by credit/debit card or some other pre-arranged method of payment acceptable to us. Where payment is made by credit/debit card, such payment is subject to the approval of the financial institution issuing the credit/debit card.

Compliance with Laws:

The transactions contemplated hereby may be subject to the customs and export control laws and regulations of your country of residence and the countries where our data recovery facilities are located. You agree to comply with all customs and export laws and all other applicable laws, statutes, ordinances and regulations relating to use of this site and the data recovery services E-Tech offer. You acknowledge that violations of these terms and conditions or the terms and conditions of this site could be subject to criminal or civil penalties. You may not assign your rights or obligations under these terms and conditions without E-Tech's express written consent.

Dispute Resolution:

The parties will attempt to resolve any dispute related to the data recovery services through good faith negotiation. If the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Services ("JAMS"). Each party will bear their own costs in arbitration. **Both parties waive their rights to a jury trial.** All proceedings will take place in Santa Clara County, California, USA. The laws of the State of California will exclusively govern our provision of the data recovery services, without regard to California's conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in Santa Clara County, California, USA.

Approved By: _____ Date: _____

Signature: X _____

Please choose which lab you are sending your media to. You are responsible for all shipping costs, taxes and duties to and from E-Tech. If you are local to one of our labs you are welcome to drop off and pickup.

Do you need service after hours? Call our [Critical Response Team](#) to arrange it.

E-Tech Data Recovery Drop-off Locations:

**Santa Clara
Office**

3440 De La Cruz Ave.
Santa Clara, California
95054 USA

Packaging Instructions

If at all possible, **remove the media from the computer.** Get expert help if necessary. Send us just the hard drive(s), tape(s), floppy, jaz, zip, optical, flashcard, microdrive etc..

ESD (Electrostatic Discharge), a familiar form of Electrostatic Discharge, often called "static electricity", is the shock we receive after walking across a carpet. In a technical environment, ESD can be very costly by harming devices or components. ESD may cause a catastrophic failure that appears immediately or a latent failure in which gradual degradation occurs during use, resulting in eventual failure.

Before moving a computer, hard drive or other component, discharge personal static build up by touching a grounded metal object, such as a plugged-in metal computer chassis.

Handle a hard disk drive as you would handle an egg. Handle failed hard disk drives with the same care as new drives.

Use the original shipping materials, if you still have them. If not, follow these guidelines:

1. **Wrap media in an anti-static bag** or similar material to prevent ESD.
2. **Use a box** that is at least four times the size of the media so that the media can be suspended in the middle of the box. We recommend a minimum of two inches of foam insulation top, bottom and sides for a 2 lb drive.
3. **Pack securely** so the media **will not move** from the middle of the box. **DO NOT USE** packing pellets/peanuts, bubble wrap, air bags or newspaper.
4. Multiple drives in a single box should have foam between each drive.
5. If sending a computer, laptop or notebook, use great care to ensure proper cushioning and protection. We recommend at least 6 inches foam insulation. The heavier the unit, the more insulation required.



Remember to include the Evaluation Request Form inside the box!

Revision August 19, 2009