

CLIENT SUBMISSION FORM		
CDR REF NO:	DATE RECEIVED:	
PART 1 - CLIENT DETAILS		
Client Name:		
Contact Name:		
Address:		
City:	County:	Post Code:
Telephone:	Mobile:	Email:
PART 2 - SUBMISSION DETAILS		
<i>Please complete as much information as possible</i>		
Media Type:	Manufacturer:	Model:
Capacity/Size:	Operating System:	
Brief Description of Problem:		
Was the operating system reinstalled after the media problems started: YES / NO (Please circle)		
Was the drive reformatted after the media problems started: YES / NO (Please circle)		
Have any previous attempts been made at data recovery? Please specify any repair/diagnostic tools used:		
PART 3 - DATA REQUIRED		
Please list the most important <b>folders/directories</b> that need to be recovered. Additionally, please specify critical file types such as <b>MS Office</b> (Word, Excel etc), <b>Images</b> (.jpg, .bmp etc) and <b>Emails</b> (Outlook, Lotus Notes etc).		
PART 4 - TIME SCALE		
Please specify below whether there is any critical deadlines that the data is required by:		

# Data Recovery Service Terms & Conditions

## 1. Authorisation

- i. The client authorises Cleardata Recovery Ltd to conduct an evaluation of the media sent to determine the nature of the damage and to ascertain whether data is recoverable from the storage media provided.
- ii. The evaluation is free and should the evaluation ascertain that data is recoverable Cleardata Recovery Ltd will notify the client and seek approval before undertaking data recovery services. If data is unrecoverable, Cleardata Recovery Ltd will notify the client and should the client wish, will return the original storage media back to the client. The client will be liable for all shipping and insurance costs.
- iii. The client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorised representative of the owner of the property and all of the information and data stored on said property. By asking Cleardata Recovery Ltd to enter into this agreement with you, as client, you declare that the foregoing representations are true and correct. You agree to indemnify Cleardata Recovery Ltd for any claims against Cleardata Recovery Ltd related to this data recovery.

## 2. Limited Liability

- i. Cleardata Recovery Ltd shall not be liable as a result of this agreement or the performance of any data recovery services or evaluation of the possibility of providing data recovery services, for any claims regarding the physical functioning of equipment OR media or the condition or existence of data on storage media supplied before, during or after service.
- ii. THE CLIENT UNDERSTANDS THAT DATA RECOVERY CANNOT BE GUARANTEED.
- iii. IN NO EVENT WILL Cleardata Recovery Ltd OR ANY EMPLOYEE OF Cleardata Recovery Ltd BE LIABLE FOR ANY LOSS OF DATA OR LOSS OF REVENUE OR PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE PROVIDED BY Cleardata Recovery Lab OR ITS EMPLOYEES.
- iv. Cleardata Recovery Ltd'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.  
The Client and Cleardata Recovery Ltd agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Cleardata Recovery Ltd's option, either (a) additional attempts by Cleardata Recovery Ltd to recover satisfactory data or (b) a refund of the amount paid by the client. The parties acknowledge that the price of Cleardata Recovery Ltd's data recovery services would be much greater if Cleardata Recovery Ltd undertook more extensive liability or promised additional remedies.
- v. Client is 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 incomplete data recovery, including those that may result from the negligence of Cleardata Recovery Ltd, and assumes any and all known risks of injury and property damage that may result.
- vi. All data recovered will be kept for a period of 14 days after successful delivery to customer Data will be destroyed and thereafter no further records will be kept.

## 4. Confidentiality

- i. Cleardata Recovery Ltd agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment to any third parties except to employees, independent contractors, lawyers, or agents of Cleardata Recovery Ltd subject to confidentiality agreements or as required by law.

## 5. Payment

- i. Payment is due in full upon completion of successful recovery, prior to release of data (whether shipped, picked up or downloaded), unless by special previous arrangement.
- ii. Successful data recovery is defined as recovery of over 75% of the data that was not accessible or visible under the client's computer operating system.
- iii. No-data no-fee applies only when no data recovery is possible.
- iv. If the client has undertaken his/her own data recovery efforts prior to submitting the drive to Cleardata Recovery Ltd and this has not been disclosed but may have caused data to be unrecoverable, the client will be liable for full payment for the services provided.
- v. The client is financially responsible for all shipping costs, custom duties and taxes to and from Cleardata Recovery Ltd.

## 6. Warranty

- i. Cleardata Recovery Ltd makes no warranty, express or implied, and Cleardata Recovery Ltd disclaims any warranty of any kind, for the services being provided or discussed hereunder.

Signature:	Date:
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