



## DATA RECOVERY - Initial Inspection Form

Please print and complete this form and include it when delivering your faulty media. Alternatively you can also fax it to us at the number listed above. We will contact you by email or phone upon receipt of your shipment.

Client Information	
<b>Company:</b>	<b>Contact No:</b>
<b>Contact Name:</b>	<b>Email:</b>
<b>Postal Address:</b>	
How did you hear about us? <input type="checkbox"/> Referred by: <span style="float: right;"><input type="checkbox"/> Returning Client <input type="checkbox"/> Other</span>	

Damaged Media Information <i>(Please complete as much details)</i>	
<b>Media Type:</b> <input type="checkbox"/> 3.5" HDD <input type="checkbox"/> 2.5" HDD <input type="checkbox"/> Portable/External HDD <input type="checkbox"/> USB Flash Drive <input type="checkbox"/> Digital Memory Card	
<b>Manufacturer:</b> <input type="checkbox"/> Seagate <input type="checkbox"/> Western Digital <input type="checkbox"/> Toshiba <input type="checkbox"/> Hitachi <input type="checkbox"/> Samsung <input type="checkbox"/> Fujitsu <input type="checkbox"/> Other	
<b>Model:</b>	<b>Capacity:</b>
<b>Operating System:</b> <input type="checkbox"/> Win XP <input type="checkbox"/> Win Vista / 7 / 8 <input type="checkbox"/> Win Server <input type="checkbox"/> Mac O/S <input type="checkbox"/> Linux <input type="checkbox"/> Other	
Can the drive be opened for inspection purposes? <input type="checkbox"/> YES (This might void warranty as seal will be broken) <input type="checkbox"/> NO	
Has other party attempted a recovery on the failed media? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Problem Reported:</b> <input type="checkbox"/> Recognition Failure <input type="checkbox"/> No Power <input type="checkbox"/> Not Spinning <input type="checkbox"/> Strange Noise <input type="checkbox"/> Dropped / Impact	
<input type="checkbox"/> Partition Damage <input type="checkbox"/> Formatted <input type="checkbox"/> File Deletion <input type="checkbox"/> Other	
<b>Critical Data To Be Recovered</b> <i>(highest priority first, including directory / folder names / files / extension if applicable)</i>	
<b>Data Stored On</b> (please specify): <input type="checkbox"/> Client's supplied hard drive <input type="checkbox"/> CD-R / DVD-R <input type="checkbox"/> TBA	

Payment Information	
<p>A standard flat fee applies to the initial hard drive inspection and payment must be paid up-front &amp; non-refundable. This fee provides a detailed examination of the faulty hard drive that will evaluate the likelihood of a successful recovery and a data recovery cost. Payment must be received by Elcotronics prior to commencement of hard drive inspection. If not delivering the faulty media in person, please provide credit card payment details and include payment with the delivery.</p>	
<p><b>Turnaround Time Request:</b> <input type="checkbox"/> <b>Standard Recovery</b> <i>(within 48 hours)*</i> <input type="checkbox"/> <b>Priority Recovery</b> <i>(within 24 hours)*</i></p> <p><small>*Turnaround times are based on standard business days excluding weekends &amp; public holidays</small></p>	
<p>A <b>priority (express)</b> recovery incurs an additional charge.</p>	
<p><b>Inspection Fee (per hard drive/media)</b> – All prices are GST inclusive</p> <p><input type="checkbox"/> 3.5" HDD / 2.5" HDD (all sizes) ..... \$250 <input type="checkbox"/> USB Flash Drive ..... \$80 <input type="checkbox"/> Digital Memory Card ..... \$80</p> <p><input type="checkbox"/> RAID HDD <i>(Please contact us for pricing)</i></p>	
<p>I authorise Elcotronics to charge my: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex Amount paid \$ <input style="width: 100px;" type="text"/></p> <p>Card No <input style="width: 300px;" type="text"/> Exp. Date <input style="width: 100px;" type="text"/></p> <p>Signature _____ Name _____ Date _____</p>	
<p><b>By completing &amp; signing this form:</b></p> <p>I agree to pay the upfront hard drive inspection fee and any applicable fee(s) incurred for retrieving the data from the faulty media as specified by Elcotronics. I accept and agree to the Elcotronics Terms &amp; Conditions detailed overleaf.</p>	

# Elcotronics Data Recovery

## Terms & Conditions

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING AND SIGNING. SIGNING THIS FORM INDICATES YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

### 1. Request for Services

- 1.1 Client gives authorisation to Elcotronics to inspect, evaluate, and identify the problem (if not already identified); and/or retrieve data from the media as requested by the Client by completing and signing the Initial Inspection Form.
- 1.2 Client acknowledges that Elcotronics recovers lost data from inaccessible hard drive or other media and does not repair Client's faulty media.
- 1.3 Any completion times specified in the Agreement are estimates only. Elcotronics will not be liable to the Client for any loss or damage sustained by the Client as a result of Elcotronics' delay in meeting those completion times for any reason whatsoever. The Client will not be able to terminate the Agreement because of any delay in completion.
- 1.4 In the event that the data recovery is not successful and data is not retrievable, the "No Data No Charge Policy" is in effect. However, the initial inspection fee paid is non-refundable.

### 2. Confidentiality

Elcotronics will use any Client information contained in the data, media and/or equipment provided to Elcotronics by the Client only for the purpose of fulfilling the recovery process, and will otherwise hold such Client information in strictest confidence. Any confidential information disclosed by Client under this Agreement will remain Client's sole property, and Elcotronics shall employ reasonable measures to prevent the unauthorised use of such information.

### 3. Fees & Payment

- 3.1 Upon receiving a quotation from Elcotronics, Client agrees to pay Elcotronics a 50% deposit of the data recovery fee plus if any, applicable parts used in the recovery process. Unless otherwise agreed in advance by Elcotronics, the balance due is payable upon completion of the job and receipt of invoice from Elcotronics. Payment can be made by Credit Card (Visa, MasterCard or Amex), EFTPOS or Cash. Cheques will not be accepted whatsoever for final payment. All fees quoted are GST inclusive.
- 3.2 Client acknowledges that payment must be made IN FULL within 2 days prior to data collection.
- 3.3 Elcotronics reserves the right to increase the Price at any time to reflect any significant increase in the cost to Elcotronics of supplying the Services (such as any significant increase in government charges or in the cost of labour or materials).
- 3.4 If Client terminates the Agreement after the recovery process has commenced, the Client agrees that the 50% deposit payment paid is not refundable.
- 3.5 In the event that there are any unpaid payment owed by the Client to Elcotronics after the due date, Elcotronics reserves the right to retain the Media and Data or withhold delivery and incur a \$20/day keeping fee commencing from the date of the invoice until payment has been made to Elcotronics.
- 3.6 Client agrees that Elcotronics reserves the right to forward any outstanding amount owed by the Client that has not been paid within 7 (seven) days to the debt collector and all expenses incurred in respect of collection costs, fees, legal costs shall be paid by the Client on demand.

### 4. Delivery of Faulty Media

- 4.1 Client is responsible for delivering the faulty media to Elcotronics' premises either in person or by courier.
- 4.2 Client must pay all charges in connection with delivery, transportation, special packaging and insurance of the faulty media.
- 4.3 Client acknowledges that Elcotronics will not be responsible for any damages, loss, or theft incurred during shipment of the media.
- 4.3 Client acknowledges and agrees that the equipment/data/media may be damaged prior to the Elcotronics receipt, and that the efforts of Elcotronics to complete the Services may result in the destruction of or further damage to the equipment/data/media. Elcotronics will not be liable for additional damage that may occur to the Client's equipment/data/media during Elcotronics' efforts to complete the recovery.

### 5. Collection of Data upon completion of the job

- 5.1 Client must collect or arrange collection of the Data from Elcotronics' premises within 2 Business Days of being informed that it is ready for collection. Unless requested by the Client for warranty purposes, Elcotronics will not return Client's faulty media upon data collection.
- 5.2 Any media which has not been claimed and/or paid within 5 (five) days after the completion of the job will be considered abandoned by Client and will be disposed of (including all equipment/media containing data) at the sole discretion of Elcotronics.
- 5.3 Upon collection/shipment of the data from Elcotronics' premises, the Client acknowledges that they cannot claim a full/partial refund whatsoever of any amount paid to the quality of the data supplied to the Client by Elcotronics. Prior to the collection/shipment Elcotronics shall attempt to test the most critical data as specified by the Client but cannot guarantee that 100% of the supplied data is intact/readable and there is a possibility that individual files and directories on the drive may still be inaccessible due to the damage originally sustained on the media when submitted to Elcotronics for recovery.
- 5.4 Client acknowledges and will take full responsibility of restoring the released data on the Client's computer upon collecting the data.

### 6. Liabilities

- 6.1 To the maximum extent permitted by law, all terms and warranties implied by any law or otherwise in relation to the Services or the Agreement are expressly excluded.
- 6.2 Elcotronics is not liable in any way for any loss or damage, including direct, indirect or consequential loss or damage or loss or profit, arising out of or in connection with the Services or the Client's use of the Media or the Data, including any liability or loss suffered by third parties. The Client must indemnify Elcotronics against any and all actions, claims, proceedings, cost, losses, expenses and damages incurred or awarded in respect of or arising directly or indirectly out of the Services or the Client's use of the Media or of the Data.
- 6.3 The Client must indemnify Elcotronics against any and all loss, damage, costs (including legal costs on a full indemnify basis) and expenses incurred by Elcotronics arising out of a breach by the Client of any its obligations under the Agreement.

### 7. General

- 7.1 This Agreement will be construed in accordance with and will be governed by the laws in force in the State of Western Australia and each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Western Australia. If a court decides that a provision of the Agreement is void then that provision will be severed without affecting the remainder of the Agreement.
- 7.2 An amendment or variation to the Agreement is not affective unless it is in writing and signed by the parties.
- 7.3 Client acknowledges that any issues related to the recoverable data must be addressed to Elcotronics within 5 (five) days after the release of data. Any issues addressed after such period will not be accepted by Elcotronics.

#### For Office Use Only

Quoted Recovery Fee \$

Hard drive parts \$

Job Status:  Proceed  Declined  Pending

Faulty media delivery :  In person  By courier

Additional Notes: