

No Evaluation Fee - The cheapest hardware data recovery prices across Europe

# Legal Disclaimer and Data Recovery Request Form

Telephone: 026 21 80 22

Name:									
Job ID No.:									
Company Name:									
Shipping Address:									
Post Town:									
County / Region:									
Postcode:									
Country:									
Email Address:									
Telephone No.:				Mol	oile No.:				
Operating System:				Clea	anroom:	Yes		No [	
Please tick box if you have receiv accept our Terms and Conditions		and and			tick box if the data recove				
Please give details of some spe	ecific files or	directo	<b>ries</b> wh	ich ar	e the mos	st critica	al to b	e reco	overed:
Drive Make:			Dr	ive M	odel:				
Serial No.: Drive Capacity (Gb):									
Brief Description of Problem:									
It is a condition of the agreement between Data Recovery Sweden and the customer that:  a) there is nothing contained on the storage media of an illegal nature; and  b) all data contained on the storage media is owned by the customer; or  c) all data contained on the storage media is licensed to the customer.  d) I fully understand these Terms and Conditions, agree completely and answer truthfully. If I need a translation of these Terms and Conditions, into any other language, I will seek a copy in my own language before signing this document.									
Signed:					Date:				
Org Nr.70121	7-6579	M	OMS_	Nr.S	E7012	176 <u>5</u>	790	1	



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How was the drive partitioned:							
Approx. sizes of each partition:							
Please tick box if the disk/media is still under a manufacturer's guarantee or service agreement.							
Any other types of storage media to be sent? i.e. Tape, CD, Cartridge, Optical, Floppy, Zip/Jazz disks, etc.							
Please itemise any other equipment or hardware that you have sent along with your drive/storage media, for example: cables, install disks, tape drives, controller cards, etc.							
How did you hear about us:							
Internet search engine:							
Keywords used for search:							
Donating Media to Data Recovery Sweden							
Please tick box if you DO NOT wish to donate your media to us, and have included payment for the return shipping of your media. All							
cheques made payable to: Data Recovery  Data Recovery Sweden securely dispose of all customer media.							
Shipping Details							
Please ship your disk to: Data Recovery Sweden							
c/o Mark Adsett							
Årsundavägen 46							
81161 Sandviken SWEDEN							



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# Terms and Conditions of Trade

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#### 1 GENERAL

- 1.1 Within these terms and conditions references to "Data Recovery Sweden" are to "Data Recovery Sweden" and "client" means any person, company or any other party with whom Data Recovery Sweden enters into any contract whether directly or indirectly. "Confidential information" as used herein shall mean, any electronic data, software, computer hardware and firmware, supplied to Data Recovery Sweden for the purpose of Data Recovery. "Contract" means any contract entered into by Data Recovery Sweden and the client. "Service" shall be taken to include, but shall not be limited to, the assessment and recovery of electronic data from the hardware or firmware supplied by the client.
- 1.2 Working days are defined as Monday to Saturday excluding public holidays, and working hours shall be defined as 08:30 to 18:00 at Data Recovery Sweden premises
- 1.3 All reasonable efforts to meet relevant response times by Data Recovery Sweden are not fundamental in nature to any contractual obligations.

#### 2. ARRANGEMENT OF CONTRACT

- 2.1 Data Recovery Sweden will only commence work when a completed and signed authorisation form has been received in writing
- 2.2 Data Recovery Sweden reserves the right to cancel the contract without any liability to the client when, and shall not be limited to, the confidential information appears to breach any related laws or regulations. The client shall withstand any loss, costs, damages and/or charges incurred by Data Recovery Sweden in respect thereof.
- 2.3 Under the contract no other party shall have any rights or obligations. Nor will the said party be at liberty to take legal action or become liable for legal action

#### 3. SERVICE AND COMPLETION

- 3.1 Subject to provisions of 3.1.1, all reasonable efforts shall be made to meet the time of service and dispatch in accordance with the contract
- 3.1.1 Data Recovery Sweden shall not be liable for any failure or delay in the service where any circumstances outside its reasonable control, but shall not be limited to, industrial action, transport delays, fire, strikes, war, shortage of supplies, lockouts, criminal acts, government action, extreme weather conditions, accidents, or breakdown.
- 3.2 Data Recovery Sweden only takes responsibility for the confidential information of the client when received at Data Recovery Sweden premises
- 3.3 Responsibility for the confidential information of the client is passed back to the client upon dispatch from the Data Recovery Sweden premises.

#### 4. NO EVALUATION FEE

- 4.1 "No Evaluation Fee" refers to the process of evaluating the recoverable confidential information in a report given to the client without any cost to the client, except for those stated in 6.3
- 4.2 "Report" means a list of all files considered recoverable by Data Recovery Sweden

## 5. NO RECOVERY - NO FEE

5.1 "No Recovery – No Fee" shall mean that the report concludes that no files are recoverable, and therefore the client will incur no other costs except for those stated in 6.3.

## 6. PAYMENT

- 6.1 The recovery of the client's confidential information will not commence until payment in full has been received by Data Recovery Sweden
- 6.2 Although every effort will be made to recover confidential information in a complete form, no warranty shall be given to the correctness of such confidential information.
- 6.3 The client shall undertake the full responsibility for arranging and paying for packaging and carriage of the client's confidential information to Data Recovery Sweden and back to the client, unless otherwise agreed in writing. The customer is responsible for ALL shipping costs. ALL shipping of customer DATA and HARDWARE is at the customer's own risk. All shipments of customer DATA and HARDWARE will be sent as 'standard' post, unless an alternative shipping method has already been agreed between Data Recovery Sweden and the customer. No other shipping method is discussed, expressed or implied. Standard post means that the shipment will not be Trackable.
- 6.3.1 If the customer requires any shipment to be Trackable, the customer must first inform Data Recovery Sweden of their desired shipping method, before sending their DATA or HARDWARE and get Data Recovery Sweden's approval of the new shipping method.
- 6.4 Data Recovery Sweden will not be liable for any loss of profits or business related to the client, directly or indirectly.

# CONFIDENTIALITY

- 7.1 Data Recovery Sweden agrees to promptly return all of the clients confidential information upon the request of the client
- 7.2 Data Recovery Sweden agrees to make no permanent copies of, or retain any, confidential information supplied by the client outside of any contract term
- 7.3 Subject to provisions of 7.4, confidential information will be kept confidential and shall not be disclosed by Data Recovery Sweden in any manner whatsoever, in whole or in part. This confidential information shall not be used by Data Recovery Sweden for any other purpose than data recovery. Data Recovery Sweden agrees to transmit the confidential information only to those officers, employees, agents and representatives of the client for the purpose of any contract, and agree not to disclose the confidential information to any other party.
- 7.4 The provisions of 7.1 shall not apply to any confidential information that Data Recovery Sweden cannot confirm
- 7.4.1 At any time was in the public domain or which afterwards became part of the public domain through no violation of any contract between Data Recovery Sweden and the client.
- 7.4.2 At any time was lawfully acquired by Data Recovery Sweden from others who had full rights to disclose it to Data Recovery Sweden
- 7.5 The confidentiality statement obligations shall be deemed to relate to the employees, contractors and ex-employees of Data Recovery Sweden if Data Recovery Sweden is legally compelled to disclose any part of the confidential information, Data Recovery Sweden may disclose such information without any liability hereunder.
- 7.6 The customer must inform us from the start, if their data is of a value greater than 20000 SEK

## 8. PROVISIONS

- 8.1 If any term of this statement is held by any court of competent jurisdiction to be invalid or unenforceable then this statement including all the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 8.2 ALL work carried out on customer DATA and HARDWARE is at the customer's OWN RISK



# DATA RECOVERY SWEDEN

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