



Free Data Recovery Evaluation Request
24 - 72 Hour Evaluation

1324 El Camino Real
Belmont, California 94002

Date: ___/___/___

Time: ___:___ AM PM

Phone: (650) 592 - 4EPC (4372)
Fax: (650) 592 - 4373

<u>Received Via</u>	<u>Media</u>	<u>Description</u>
<input type="checkbox"/> Pick - Up	<input type="checkbox"/> Hard Drive	<input type="checkbox"/> Manufacturer:
<input type="checkbox"/> Walk - In	<input type="checkbox"/> CD / DVD	<input type="checkbox"/> Model:
<input checked="" type="checkbox"/> Mail	<input type="checkbox"/> Zip	<input type="checkbox"/> Serial#:
	<input type="checkbox"/> Other:	<input type="checkbox"/> Operating System:

Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone #: _____ Alternative Phone #: _____

Email Address: _____

Referred By: _____

<u>Media</u>	
What are the most important files, folders, and directories to be recovered? (eg. C:\My Pictures)	How many partitions or volumes on the media?
	How much data is on the media?
What media should be used to return your data? <input type="checkbox"/> CD-ROM (< 2GB of data) <input type="checkbox"/> Client Drive <input type="checkbox"/> ePC Services Drive <input type="checkbox"/> DVD-R <input type="checkbox"/> Other _____	Can we break the seals on the media? <input type="checkbox"/> YES (It may void warranty) <input type="checkbox"/> NO
<u>Circumstances</u>	
Circumstances of failure or in-accessibility:	
What remedies have already been tried?	

By signing below, CLIENT indicates that he/she has read and understands, and agrees to the terms of the *Release of Liability*.

Client Name(Print): _____ Date: ___/___/___

Client Signature: X _____

PLEASE SIGN AND MAIL MEDIA AND FORM TO

ePC SERVICES
1324 EL CAMINO REAL
BELMONT, CA 94002

Release of Liability

1. Authorization

The client authorizes ePC Services to conduct an evaluation of the media to determine the nature of the damage and provide an estimate of recovery cost and timing. The evaluation is free and no work beyond this evaluation will be charged without explicit client approval. The client authorizes ePC Services, its employees, and agents, to receive and transport this media/equipment/data to, from and between facilities.

2. Legal Rights

The client is the legal owner or authorized representative of the property and all data contained therein sent to ePC Services. Any property left with ePC Services unclaimed for 90 days, will be disposed. At which time, ePC Services shall have no liability to the client or any third party.

3. Limited Liability

ePC Services shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service. In no event will ePC Services 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 ePC Services has been advised of the possibility of damages or loss to persons or property. ePC Services 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 ePC Services agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at ePC Services option, additional attempts by ePC Services to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of ePC Services services would be much greater if ePC Services undertook more extensive liability. 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 ePC Services, and assumes any and all known risks of injury and property damage that may result.

4. Confidentiality

ePC Services agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of ePC Services subject to confidentiality agreements or as required by law.

5. Payment

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. The client is financially responsible for all shipping costs, custom duties and taxes to and from ePC Services. Checks are welcome.

6. Warranty

ePC Services makes no warranty, express or implied, and ePC Services disclaims any warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.

7. Agreement

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the American Arbitration Association. Either party may enforce the award of the arbitrator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The arbitration shall take place in the Country in which the ePC Services laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.