

# TECHNICAL DIFFICULTIES

Tel (718) 259-4593 • 1504 60th Street • Fax (718) 259-4594



## Data Recovery Terms of Service (Last Updated 07/2023)

THIS AGREEMENT is between TECHNICAL DIFFICULTIES, hereinafter referred to as TD, and the client named below, hereinafter referred to as CLIENT.

**NO DATA NO CHARGE GUARANTEE.** CLIENT acknowledges that this media is failed and or corrupted and that the requested data resides on this media. CLIENT agrees that if the wrong media was submitted for recovery by accident, then CLIENT is still liable for the costs of recovery of the media as quoted. If TD is unable to recover any of the requested files from the correct media, then there are no charges to the CLIENT. TD agrees to use its best effort to attempt said recovery, and CLIENT agrees that TD is in no way liable in the event TD is unsuccessful in recovering CLIENT'S data. CLIENT acknowledges that the returned media with the recovered data will not be bootable and that operating systems and application programs will not be usable. TD considers recovery of 90% or more of your critical files to be a successful recovery and the CLIENT will be expected to pay for the recovery.

**MANUFACTURER WARRANTY.** Although most manufacturers will honor product warranties following data recovery procedures, in no way shall TD be liable if CLIENT'S media manufacturer's warranty is void due to any action taken by TD.

**EVALUATION.** The initial cost of evaluating CLIENT'S media is to be FREE with the exception of hard drives which the factory seals have been broken, in which case the fee is \$99.00 paid in advance. Should CLIENT wish to have this evaluation performed on an expedited basis, they may choose from the following expedited service levels: EXPRESS: \$300 or EMERGENCY: \$600. This expediting fee is paid in advance, is non-refundable and separate from recovery costs. All amounts are in US dollars. TD will notify CLIENT with an firm estimate for the data recovery via email. Upon approval of the estimate via email response, TD will proceed with the recovery. TD, as a courtesy only, will retain CLIENT recovered data for ten (10) business days after completion of the project. CLIENT agrees to check and verify the recovered data to ensure validity and completeness within this ten day period and agrees that TD will hold no liability for any corrupted or lost data outside of this window. **CLIENT AGREES THAT REINTEGRATION OF THE RECOVERED DATA IS THEIR RESPONSIBILITY.**

**INITIAL PAYMENT & FINAL PAYMENT.** CLIENT agrees to pay TD for all services provided to CLIENT as described above. Expediting fees are payable upon receipt of the media. The CLIENT'S final bill is due and payable upon receipt of an invoice from TD. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. Payment includes all applicable taxes. Proof of your tax-exempt status must be presented in advance. CLIENT agrees that return shipping is free of charge for completed or failed projects, CLIENT agrees that shipping will be billed, starting at \$35.00, for declined or unrecoverable projects. CLIENT agrees that cancellation fees will be billed in the event an approved project is canceled by CLIENT prior to completion and will be based on parts cost and percentage of completion and/or hours expended.

**CLIENT PROPERTIES. CLIENT AGREES THAT TD ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND OR PROPERTY WHILE PERFORMING DIAGNOSTICS AND/OR DATA RECOVERY PROCEDURES. CLIENT AGREES THAT TD ASSUMES NO LIABILITY FOR LOSS OR DAMAGE TO CLIENT'S DATA AND OR PROPERTY DURING SHIPMENT OR FOR UNINSURED SHIPMENTS OR DURING SHIPMENT BETWEEN TD'S FACILITIES, SERVICE CENTERS OR OTHER ASSOCIATED ENTITIES.** CLIENT agrees that all submitted media and associated hardware may be destroyed by TD if CLIENT does not respond within 20 business days of TD'S attempts prompting CLIENT'S decision/permission to: a) proceed with the project, b) decline the project, c) review and accept or decline listings of recovered files or d) ship back or destroy the media. TD assumes abandonment after these attempts. CLIENT agrees that the email account/address given to TD at the initial submission of the media and/or during the duration of the project, will be used for this correspondence. If an email account/address is not available, CLIENT agrees that TD holds no liability for destroyed media if attempted contact by phone fails.

**ENTIRE AGREEMENT & ENFORCEMENT.** This Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement must be made in writing and signed by both parties and, accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

This agreement shall be construed under and in accordance with the laws of the state of New York, and all obligations of the Parties created in this Agreement are performable in Kings County, New York, United States of America. I am a duly authorized agent/delegate of the company/person named below and am liable for payment of the completed project with authority to make final decisions regarding this data recovery project and agree to all terms and conditions of this contract. I am the person or a duly authorized agent/delegate of the person named above and am liable for payment of the completed project with authority to make final decisions regarding this data recovery project and agree to all terms and conditions of this contract.

Device Brand: \_\_\_\_\_

Device Capacity/Size: \_\_\_\_\_

Model Number: \_\_\_\_\_

Serial number: \_\_\_\_\_

Was your drive dropped? \_\_\_\_\_

Was Your Drive Opened (Factory Seals Broken)? \_\_\_\_\_

Please list your critical data here: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

### SELECT SERVICE LEVEL

Economy \$0 (14 - 21 Day Average Turnaround Time)

Express \$300 (10 - 14 Day Average Turnaround Time)

Emergency \$600 (Dedicated technician will work on your case until its completion)

Ship to:

Technical Difficulties

1504 60th Street

Brooklyn, NY 11219

Provide your return address: \_\_\_\_\_

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