



Data Recovery Mail-In Form

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Contact Number: _____

Alternate Number: _____

Email Address: _____

Device Make: _____

Device Serial Number: _____

Explain data needed & problem(s) with device: _____

- Carefully package your device in a small box or padded envelope. Please request delivery confirmation or tracking number. You may want to insure package for your safety.
- We will contact you within 3-5 business days of receiving your device to provide you with an estimate. Upon your approval and receiving payment, we will perform the data recovery services and ship it back to you immediately. If you decide not to go through with the data recovery then a \$15 shipping fee will be charged to ship your device back to you.
- We accept all major credit cards.

Customer Signature

Date



Data Recovery Services Terms and Conditions

Upon ordering, receiving or using Schneider's data recovery services, you agree to the following terms and conditions:

- 1. Authorization:** You authorize Schneider's and its employees, agents, and delegates to conduct testing, evaluation, access, recovery attempts and processing of each data storage device or data storage media that you submit to us. Schneider's will perform an evaluation of the data storage device to determine the nature of the damage and to provide an estimate of the cost of recovery and estimated time of completion. If you agree to the data recovery we will use reasonable efforts and apply our expertise to recover your data, but we can not guarantee that any data will be recovered. Our attempt to recover the data may result in damage to the device, media, or data, and may render all or part of your data unrecoverable. To the extent possible, you should attempt to back up any available data before submitting it to us. By agreeing to have the data recovery performed, you agree to pay our fee if we are able to successfully recover the data as promised.

Successful Recovery Effort: If Schneider's is able to successfully recover your data, we will notify you. We will not release your data to you until you have paid for our data recovery services and costs (including, without limitation, applicable service fees, material costs, new media costs, shipping costs, customs duties, and taxes).

Unsuccessful or Partially Successful Recovery Effort: If Schneider's is unable to recover any data, we will inform you accordingly and not charge you for our efforts. If, we are able to recover part but not all of your data, we will inform you accordingly and you may choose to receive the recovered data for an agreed fee.

Disposal of Abandoned Device, Media or Data after 90 Days: Any property or data left unclaimed with us for greater than 90 days will be disposed of at our discretion; and you release us from any obligation of confidentiality or liability related to the device, media, and data.
- 2. Legal Rights:** You represent to Schneider's that you are the legal owner or the authorized representative of the legal owner of the storage device and data and are of the legal age of majority. You warrant that the data on your device is legal and that you have the unrestricted legal right (a) to send us the device, media, and data; (b) to have the data recovered; (c) to receive the recovered data; and (d) to agree to these terms. You will defend and indemnify us (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or your rights or lack of rights thereto.
- 3. Confidentiality:** Protecting the confidentiality of your data is paramount. Schneider's will not disclose your Confidential Information to any third party, except as required by law and will use the Confidential Information for no purpose other than data recovery. Schneider's shall only permit access to your Confidential Information to those of its employees or authorized representatives having need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations.
- 4. Disclaimer of Warranties, Representations and Guarantees:** Schneider's makes no express warranties, representations, or guarantees regarding our data recovery services or their results, and we expressly disclaim all implied warranties, including any implied warranty or condition of merchantability, warranty of fitness for a particular purpose, or warranty of accuracy or completeness. We perform this service as is, with all faults, at your sole risk.
- 5. Limitation of Liability:** Schneider's will not be liable for any claims relating to the physical functioning of the storage media or to the condition or existence of data on the storage media supplied before, during or after the data recovery service. Without limiting the generality of the foregoing, we will not be liable for the condition, existence, or loss of the data you send us or the data we recover; any loss of revenue, loss of profits, or any indirect, special, incidental, or consequential damages however caused. To the maximum extent permitted by applicable law, this disclaimer shall apply to any and all damages, regardless of Schneider's having advised of the possibility of damages or loss to persons or property. Schneider's liability of any kind with respect to the data recovery service, including any negligence on its part, shall be limited to the total amount you actually pay us for the data recovery services. The purpose of this limitation is to limit our liability for performing the data recovery services and the allocation of risk is reflected in our prices. You acknowledge that the price of our services would be much greater if we undertook more extensive liability. You acknowledge that you are aware of the inherent risks of injury and property damage involved with data recovery, including without limitation, risks due to the destruction or damage to the storage media and/or data and inability to recover data.
- 6. Terms of Payment:** Payment is due in full upon completion of a successful recovery before data will be released unless different arrangements have been made in advance.
- 7. Governing Law:** The laws of the province of Ontario will exclusively govern our provision of the data recovery services.
- 8. Severability:** If any provision of these terms and conditions is held invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not be affected thereby.