

Data Recovery Service Agreement

- I authorize CanaanData.com to provide data recovery services as required. I will not hold CanaanData.com , or its technicians responsible for any and all data losses related to repairs. I understand that given the nature of electronic data storage and recovery services, problems could arise and are not the fault of CanaanData.com but are coincidental and could surface at any time, even when a previous problem is corrected.
- No rush service is available for data recovery.
- No guarantee is made that all the data listed under “Important Data:” will be recovered.
- Formatting a storage device (ex. Hard Drive, Floppy, USB) will cause all data on that device to be erased.
- Equipment left will be finished by date promised if possible. However, no guarantee is made to when item will be finished.
- All items opened may void all manufactures warranties. All hard drives tested may void manufactures warranties.
- All data obtained will be transferred onto a hard drive, flash drive, or computer you provide or purchase. Additional charges apply for these items. If the data is small enough to fit onto a CD or DVD then CDs are \$15 per 650MBs, DVDs are \$25 per 4.5GBs. You may supply your own hard drive, flash drive, or computer but you can not provide your own CDs or DVDs.
- Data recovery service, CD and DVD media are not covered under any warranty, expressed or implied of merchantability or fitness for a particular purpose.
- CanaanData.com will not be responsible for items left over 30 days. Any equipment left over 30 calendar days will become property of CanaanData.com and will be disposed of to recover shelf space.
- Customer will not receive the original hard drive after data recovery service unless requested. There will be an additional charge of \$70 for original hard drive requests.

- Customer' s copy or sufficient identification must be shown in order to claim item(s) left for repair.
- Diagnostic fee is \$50 and is due at time of drop off, will be waived if data cannot be recovered.
- There is a charge for testing items in any condition.
- Labor Charges are non-refundable.
- We are not responsible for lost data after service is complete and data is picked up.
- I agree to hold CanaanData.com , its owners and technicians harmless for any coincidental damages to include ,but not limited to, business interruption or other liabilities that result from permanent loss of data, corruption of data or delayed delivery of recovered data. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CANAANDATA.COM AND/OR ITS TECHNICIANS OR OFFICERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE DATA RECOVERY SERVICES, WITH THE DELAY OR INABILITY TO USE THE RECOVERED DATA OR PRODUCT OF DATA RECOVERY OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE DATA RECOVERY SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CANAANDATA.COM OR ANY OF ITS TECHNICIANS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

_____ Phone # _____

Please Print Name

Address

_____ DATE: _____

Customer Signature Agreement