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Data Recovery Intake Form and File Checklist

Date: 10/6/2009 10:48:46 AM

Contact Information:

Company:	Contact Person:
Address:	City:
State: Zip:	Phone:
Email: (required)	Cell:
Referred By: Choose One	Secondary Contact:

Media Information:

Media Type: Choose one	Capacity: Choose One
File System/OS: Choose one	Manufacturer: Choose One
Serial #(s):	
# of Drives or Media: Choose One # of Partitions: Choose One	
Issue/Problem/Comments: _____ Did you use a recovery disk? <input type="checkbox"/> Yes (\$150 Fee Due) <input type="checkbox"/> No Did you reinstall the OS? <input type="checkbox"/> Yes (\$150 Fee Due) <input type="checkbox"/> No Only the bare hard drive is needed for the recovery process. If additional items must be supplied, please indicate below: _____ FOR OFFICE USE ONLY: Visual Inspection Notes: _____	

Requested Data:

FILE LOCATIONS: <input type="checkbox"/> Entire User Profile <input type="checkbox"/> My Documents <input type="checkbox"/> Internet Favorites <input type="checkbox"/> Desktop <input type="checkbox"/> Program Files <input type="checkbox"/> Entire Partition <input type="checkbox"/> Other:
TYPES OF FILES TO BE RECOVERED: OFFICE DOCUMENTS – Please specify <input type="checkbox"/> Word <input type="checkbox"/> Excel <input type="checkbox"/> PowerPoint <input type="checkbox"/> Access <input type="checkbox"/> Word Perfect <input type="checkbox"/> Publisher <input type="checkbox"/> Adobe PDF <input type="checkbox"/> Other:
ACCOUNTING – Please specify <input type="checkbox"/> QuickBooks <input type="checkbox"/> Quicken <input type="checkbox"/> TurboTax <input type="checkbox"/> Peachtree <input type="checkbox"/> MS Money <input type="checkbox"/> Other:
EMAIL – Please specify <input type="checkbox"/> Outlook <input type="checkbox"/> Outlook Express <input type="checkbox"/> Netscape <input type="checkbox"/> AOL <input type="checkbox"/> Mozilla <input type="checkbox"/> Address Book (WAB file) <input type="checkbox"/> Entourage <input type="checkbox"/> Other:
ART/DESIGN FILES – Please specify <input type="checkbox"/> Photoshop <input type="checkbox"/> Corel <input type="checkbox"/> Illustrator <input type="checkbox"/> Quark <input type="checkbox"/> CAD <input type="checkbox"/> Fonts <input type="checkbox"/> Other:
MULTIMEDIA – Please specify <input type="checkbox"/> Movies <input type="checkbox"/> Music <input type="checkbox"/> Pictures <input type="checkbox"/> Other:

Type of Recovery

Please mark any that apply: <input type="checkbox"/> Standard Single Drive or Smart Media Recovery (no deposit) <input type="checkbox"/> RAID Recovery (*\$100 deposit per drive) <input type="checkbox"/> Format/Delete/Reinitialize Recovery (*\$150 deposit per drive) <input type="checkbox"/> Previously Opened Hard Drive (*\$250 deposit) <input type="checkbox"/> Priority Service (*\$250 fee per drive) <input type="checkbox"/> Data Backup/Transfer for Healthy Drive (\$295 prepaid)
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Payment Information:

Credit card information: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover Card#: Exp: / Name: Billing Zip:
*Deposits are applied to final recovery cost, but non-refundable. *Fees are not applied towards the final recovery cost.

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Continuation of Data Recovery Intake Form, please see previous page for rest of form

Special Notes:

- Rescanning for additional files once evaluation is complete may cause further damage and will incur additional costs.
- General System Temp Files or Temporary Internet Files will not be recovered unless otherwise specified.

Terms and Conditions (please read and sign)

1. Authorization: The client authorizes OC Data Recovery, Inc. and its affiliates to conduct an evaluation of the media supplied to determine the nature of the damage and provide a quote of recovery cost and timing. The client authorizes OC Data Recovery, Inc., its employees, and agents, to receive, transport, and have work performed on said media/equipment/data to, from and between different facilities as necessary. On approval of recovery costs, the client authorizes OC Data Recovery, Inc. to perform any and all measures necessary to recover data from this media and or equipment.

2. Legal Rights: The client is the legal owner or authorized representative of the legal owner of the property and all data contained therein sent to OC Data Recovery, Inc. In most cases the original drive can be returned to the customer, if requested. In cases where the drive is repaired in our "clean-room" environment the drive will only be returned if physically possible and only upon client request. Any property or equipment left with OC Data Recovery, Inc. for a period of **15 days** (or more) without any ongoing communication (for example, but not limited to, unrecoverable media, client cancellation, pending client approval etc.) will be destroyed or recycled, at which time, OC Data Recovery, Inc. shall have no liability to the client or any third party.

3. Limited Liability: OC Data Recovery, Inc. 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 OC Data Recovery, Inc. 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 OC Data Recovery, Inc. has been advised of the possibility of damages or loss to persons or property. OC Data Recovery, Inc.'s 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 OC Data Recovery, Inc. agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at OC Data Recovery, Inc.'s option, additional attempts by OC Data Recovery, Inc. to recover satisfactory data or refund (partial or full) of the amount paid by the client. The parties acknowledge that the price of OC Data Recovery, Inc. services would be much greater if OC Data Recovery, Inc. undertook more extensive liability. Client is aware of the **inherent risks** 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 accidental damage caused by general usage of recovery equipment. OC Data Recovery, Inc. will not be held responsible or liable for the above risks. To perform data recovery on any type of external hard drive or device, OC Data Recovery, Inc. may be required to open the external enclosure. OC Data Recovery, Inc. will not be liable or responsible for any warranties that may be voided during or as a result of this process. If the client purchases a new external hard drive from OC Data Recovery, Inc. in order to furnish recovered data, OC Data Recovery, Inc. will be liable for data loss due to media failure for **7 days** from the recovery date, customer pickup or delivery date, whichever comes later.

No liability is given for accidental damage, user error or customer supplied media or drives.

4. Confidentiality: OC Data Recovery, Inc. 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 OC Data Recovery, Inc. 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 uploaded. The client is financially responsible, if applicable, for all shipping costs, insurance, custom duties and taxes to and from OC Data Recovery, Inc.

Cashier Check, Money Order, Cash or Credit Cards (VISA, MasterCard, American Express and Discover) are welcome. Client is aware of the **minimum cost for recovery** and willing to pay the said minimum amount. It is at OC Data Recovery Inc.'s discretion whether the recovery can be released at our minimum cost. If client chooses not to proceed with the recovery, due to but not limited to, costs incurred client understands that a \$100 fee will be required in order to return damaged media. Upon evaluation results approval of quote is required within 48 hours. Upon approval of labor quote credit card provided can be charged at any time once it has been determined that a successful recovery is possible. Any applicable deposits or fees are due upfront and are non-refundable.

6. Warranty: OC Data Recovery, Inc. makes no warranty, express or implied, and OC Data Recovery, Inc. 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 mediation, in accordance with the Rules of the American Mediation Association. Either party may enforce the award of the mediator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The mediation shall take place in the Country in which the OC Data Recovery, Inc. laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

By signing below, I the Client acknowledge that I have read and understand the Terms and Conditions listed above.

X

Client name, printed

X

Client signature

X

Date

Office Use Only

Office Use Only

Quoted Minimum Cost: \$ _____ Client's Initials: _____