



WE WILL BRING YOUR DATA BACK TO YOU

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## SERVICE AGREEMENT

This is an agreement ("Agreement") between:

\_\_\_\_\_ of  
(Name)

\_\_\_\_\_  
(Address)

phone \_\_\_\_\_ e-mail \_\_\_\_\_ ("Customer") and

Milos Novakovic of 7 Earle Street, Hillcrest, SA 5086 ABN 76 943 413 242  
phone 0413 747 215

Vladimir Garcevic of 3 Craigside Court, Oakden, SA 5086 ABN 61 935 896 428  
phone 0413 176 299

trading as Data Revival, e-mail: info@datarevival.com.au, regarding the work that Data Revival will undertake in attempt to recover Customer's data.

- Customer leaves the following equipment – PC Hard Disks- with Data Revival:

Hard Disk Brand	Model	Size (GB)	Serial No.

- Customer declares that the hard disk(s) specified above ("disk(s)") are his property and data saved on the disk(s) ("data") are not illegitimate, illegal, obtained in an illegal manner or sanctioned by law in any other way.
- Data Revival guarantees complete confidentiality of the data and declares that, should data in the process of recovery become available to Data Revival it will make data available to the Customer only and not any other party.
- Customer declares that data on the disk(s) as given to Data Revival are inaccessible to the Customer and in this condition have no value to the Customer. Therefore, Customer hereby declares that he/she will not hold Data Revival liable for any loss of data or any damage to the disk(s).
- The scope of works undertaken by Data Revival will be data recovery only. Recovered data, if any, will be delivered to the customer using mutually agreed media (CD, DVD, other hard disk(s), e-mail, network transfer or other) which can not be the disk(s). Data Revival can not guarantee that the disk(s) will be in good condition or fit for any purpose even if the data is successfully recovered.

- Data Revival will undertake initial assessment which will give you the final verdict on the condition of your data and if it can be recovered. Customer agrees to pay **Assessment Fee of A\$50.00** to Data Revival before commencement of the assessment procedure regardless of the assessment findings. This fee is for initial assessment only and is non-refundable.
- If, after the initial assessment, Data Revival believes that data can be recovered, Data Revival will provide a quotation for **Recovery Fee** to the customer. Data Revival will not continue with recovery process until Customer agrees on the quoted Recovery Fee. If Customer does not agree with the quoted value, Data Revival will return the disk(s) to the customer.
- In some cases, Data Revival may not be able to recover any data even after the initial assessment may have been successful and quotation for data recovery has been provided to the Customer. In such case, Data Revival will return the disk(s) to the customer and no Recovery Fee will be charged ("No Data – No Recovery Fee" policy).
- In some cases, Data Revival may be able to recover only a portion of the data. In such cases Data Revival will discuss with customer the amount and content of data that can be recovered. In order to speed up the recovery procedure, Data Revival and the Customer may agree that only specific files and/or folders (rather than the complete contents of the disk(s)) need to be recovered and delivered to the Customer. Delivery of any recovered data that customer has agreed on will be considered successful recovery.
- On successful recovery, Data Revival will return the disk(s) to the Customer along with the recovered data. Customer will pay Data Revival the Recovery Fee on delivery of data.
- This Agreement will be governed by the laws of South Australia.
- Additional Conditions:

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To show their agreement, the parties have signed this Agreement on the dates shown below.

Customer  
(Print Name)

Data Revival  
(Print Name)

(Signature)

(Signature)

Date:

Date:

\*If you are mailing the disk(s) to us, please sign this agreement and enclose it with your shipment. Alternatively, please fax the signed agreement to 08 8367 8985. We will return the countersigned copy by mail or fax.