



WE WILL BRING YOUR DATA BACK TO YOU

SERVICE AGREEMENT

This is an agreement ("Agreement") between:

_____ of
(Name)

(Address)

phone _____ e-mail _____ ("Customer") and

Milos Novakovic, ABN 76 943 413 242 or Vladimir Garcevic, ABN 61 935 896 428 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.

Please tick if **Urgent Service** is required.

If Urgent Service is required, the Customer will be contacted by Data Revival and advised on an estimated urgent service delivery time and related additional fees.

- Customer leaves the following equipment – Data Storage Media - with Data Revival:

Data Storage Media Brand	Model	Size (GB)	Serial No.

- Customer declares that Data Storage Media ("**media**") specified above is his property and data saved on the media ("**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 media as given to Data Revival is 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 equipment or media. Data Revival can not guarantee that the media will be in good condition or fit for any purpose even if the data is successfully recovered.
- 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 (hard drive, CD or DVD disc, SSD, USB flash drive, e-mail, network transfer or other), which can not be the original media from which the data was recovered.
- Data Revival will undertake initial assessment which will determine the condition of your data and if it can be recovered. Customer agrees to pay **Assessment Fee** of **A\$50.00** (per unit of data storage media as hard drive, SSD, memory card, USB flash drive, tablet, mobile phone, DVD disc, CD disc or Floppy Disk) 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.

Address: Level 3, 97 Pirie St, Adelaide, SA 5000;

e-mail: info@datarevival.com.au

Mailing address: P.O. Box 262, Hindmarsh SA 5007; Phone: 1300 656 071; Fax: (08) 8232 4446

- 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. If Customer does not agree with the quoted value, Data Revival will return the media to the customer.
- Need for any parts for temporary replacement (required for completion of data recovery attempt) will be determined by the above-mentioned initial assessment. If temporary replacement parts are required, any replacement parts will be quoted following the initial assessment. This fee for purchase of temporary replacement parts (when applicable) is a separate fee to the above-mentioned assessment fee and recovery fee and it would be quoted and invoiced separately.
- Data Revival's scope of work only covers a recovery of data from data storage media. Permanent service/repair of hardware is not in Data Revival's scope of work.
- 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 media 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 media) 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 media to the Customer along with the recovered data. Customer will pay Data Revival the Recovery Fee on delivery of data.
- It is customer's responsibility to contact Data Revival for return of the media. Data Revival will keep the customer's media for maximum period of 3 months.
- This Agreement will be governed by the laws of South Australia.
- Additional Conditions:

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 equipment/media to us, please sign this agreement and enclose it with your shipment. Alternatively, please fax the signed agreement to 08 8232 4446 or send it by email to info@datarevival.com.au.

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