

# DATA RECOVERY AGREEMENT

## DATA RECOVERY LABORATORIES ABN 305 405 972 11

THIS AGREEMENT between DATA RECOVERY LABORATORIES ABN 305 405 972 11, henceforth known as DATA, and:

Name \_\_\_\_\_ (CLIENT)  
Address \_\_\_\_\_  
Telephone (b) \_\_\_\_\_ Telephone (h) \_\_\_\_\_  
Email Address \_\_\_\_\_

1. DATA and CLIENT agree that the data on the MEDIUM or MEDIA (type of data storage media) submitted to DATA has been LOST and that DATA agrees to attempt to recover CLIENT'S data on the MEDIUM.
2. DATA RECOVERY IS NOT GUARANTEED. DATA agrees to use its best effort to attempt the recovery.
3. CLIENT acknowledges, represents to, and agrees with DATA that the information on the Medium is lost and, in its present form is of no use or value to CLIENT.
4. EXCLUSIONS AND LIMITATIONS:
  - (a) Nothing in this Agreement excludes or limits the application of any provision of any statute (including the *Trade Practices Act 1974*) where to do so would contravene that statute; or cause any part of this Agreement to be void.
  - (b) Subject to clauses 4(a) and (e), DATA will not be liable to CLIENT for any loss or damage:
    - (i) in the event DATA is unsuccessful in recovering CLIENT'S data;
    - (ii) caused to CLIENT'S data or property while DATA is performing data recovery procedures or otherwise while the data or property is in DATA'S possession or control or during shipment or for uninsured shipments; or
    - (iii) arising from any manufacturer's warranty for CLIENT'S data or property becoming void due to any act or omission of DATA.In this Agreement, 'loss or damage' includes (without limitation) consequential loss and includes loss or damage howsoever caused.
  - (d) DATA excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (Non-excludable Condition).
  - (e) DATA's liability to CLIENT for breach of any express provision of this agreement or any Non-excludable Condition (other than an implied warranty of title) is limited, at DATA's option, to refunding the price of the goods or services in respect of which the breach occurred or to providing, replacing or repairing those goods or providing those services again (except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which DATA'S liability is not limited under this agreement.)
5. INDEMNITY: CLIENT indemnifies DATA with respect to any and all loss or damage DATA might suffer arising out of any and all causes of action, claims, suits, actions, demands or proceedings arising from any cause whatsoever which exist or might be made or commenced against DATA with respect to, or in any way connected with, the services to which this agreement relates.
6. SERVICES ESTIMATE: DATA has estimated the initial cost of evaluating CLIENT'S Medium (excluding solid state memory devices up to 2GB), for non forensic evaluation, to be ninety nine dollars (\$99.00). Initial cost of evaluating CLIENT'S Medium for forensic purposes is agreed upon after discussion between DATA and CLIENT. DATA will notify CLIENT with an estimate for the data recovery. Upon signed approval of the cost estimate and payment of any further funds required, DATA will proceed with the recovery.
7. PAYMENTS: CLIENT agrees to pay DATA for all services provided to CLIENT as described above. The initial payment of ninety nine dollars (\$99.00) will be applied to the initial technician review labour, (excluding forensics and solid state memory up to 2GB) and the CLIENT'S final bill is due and payable prior to the return of recovered data and receipt of an invoice from DATA. CLIENT agrees to pay for medium and/or media components necessary to complete data recovery, before the data recovery process commences.
8. ENTIRE AGREEMENT: This Agreement (including any Addenda) constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement must be made in writing and signed by both parties and, accordingly, any terms on CLIENT ordering documents shall be of no force or effect.
9. LAW: This agreement shall be construed under and in accordance with the laws of the State of Queensland, and all obligations of the Parties created in this Agreement are performable in Brisbane, Queensland, Australia.

CLIENT NAME: \_\_\_\_\_ DATED \_\_\_\_\_

Signature: \_\_\_\_\_

FOR AGENTS ONLY

I, \_\_\_\_\_ am a duly authorised agent of \_\_\_\_\_ CLIENT  
with authority to make final decisions regarding the MEDIUM listed above.

Signature: \_\_\_\_\_