

Please read and understand the Terms and Conditions.

Terms and Conditions

1. Authorization: The client authorizes LowCostRecovery to conduct an evaluation of the media supplied to determine the nature of the damage and provide a recovery cost and timing. The client authorizes LowCostRecovery, its employees, and agents, to receive, transport, and have work performed on said media/equipment/data to, from and between different facilities as necessary. The client authorizes LowCostRecovery 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 LowCostRecovery. 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 LowCostRecovery for a period of 45 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, LowCostRecovery shall have no liability to the client or any third party.
3. Limited Liability: LowCostRecovery 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 LowCostRecovery 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 LowCostRecovery has been advised of the possibility of damages or loss to persons or property. LowCostRecovery 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 LowCostRecovery agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at LowCostRecovery option, additional attempts by LowCostRecovery to recover satisfactory data or refund (partial or full) of the amount paid by the client. The parties acknowledge that the price of LowCostRecovery services would be much greater if LowCostRecovery 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. LowCostRecovery will not be held responsible or liable for the above risks. To perform data recovery on any type of external hard drive or device, LowCostRecovery may be required to open the external enclosure. LowCostRecovery 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 LowCostRecovery in order to furnish recovered data, LowCostRecovery 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: LowCostRecovery 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 LowCostRecovery subject to confidentiality agreements or as required by law.

5. Payment: Payment is due within 45 days 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 to and from LowCostRecovery. Cashier Check, Money Order, Cash or Credit Cards (VISA, MasterCard, American Express and Discover) are welcome. It is at LowCostRecovery discretion whether the recovery can be performed at a logical or physical recovery cost. If client chooses not to proceed with the recovery and requests the failed drive back, shipping costs will be provided by the client. When the results of a recovery are disclosed to the customer they have exactly 45 days from payment request to complete payment. If the customer does not make a full payment within that period of time, the hard drive or failed media will be forfeited and destroyed. All backups of the hard drive or failed media will be erased at that time. LowCostRecovery will not be held responsible for data erased, forfeited hard drive, or failed media. This also includes any accessories or items included with the hard drive or failed media.

6. Warranty: LowCostRecovery makes no warranty, express or implied, and LowCostRecovery 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 LowCostRecovery laboratory performing the services is located and the laws of the State in which such laboratory is located shall apply.

By mailing the drive or failed device to LowCostRecovery, the Client acknowledges that they have read and understand the Terms and Conditions listed above.

LowCostRecovery
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