



# TAYLORMARK

# Digital Life Recovery

Name / Company: \_\_\_\_\_ Email: \_\_\_\_\_

Referred By:  Apple Store - KN NP WB SL SB UPV  MicroCenter  Fry's  Google  Other: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone #1: \_\_\_\_\_ Hm Wk Cell Phone #2: \_\_\_\_\_ Hm Wk Cell

Secondary Contact Name: \_\_\_\_\_ Phone #3: \_\_\_\_\_ Hm Wk Cell

Service Authorized:  Digital Life Recovery (\$249-\$999)  **24/7 RUSH SERVICE** (\$499 additional fee)  Evaluation / Quote (\$69 fee)

Recovery Source:  Flash Media  iPod  iPhone  Desktop  Laptop  Bare Hard Drive  External Hard Drive  Other

Model / Serial: \_\_\_\_\_ Warranty Status:  Yes  No  Unknown

Failure Circumstance:  @ Boot / Startup  Post Crash  Forced Shutdown  Liquid / Spill  Drop / Impact  Other (See Notes)

Data Needed:  All  User Account(s)  Specific File(s) / Folder(s)  Specific File Date(s)  Specific Application Data (See Notes)

Recovery Priority #1-5: Pictures: \_\_\_\_\_ Music: \_\_\_\_\_ Documents: \_\_\_\_\_ Movies: \_\_\_\_\_ Application Data / Other: \_\_\_\_\_ (See Notes)

Copy Outcome to:  New / Repaired computer  TAYLORMARK supplied media (reimbursed expense)  Customer supplied media

Notes: \_\_\_\_\_

\_\_\_\_\_

### DATA RECOVERY SERVICES AGREEMENT - SERVICE TERMS AND CONDITIONS

THIS AGREEMENT is between TAYLORMARK, LLC, located at 10233 E Northwest Hwy. #432, Dallas TX 75238, hereinafter referred to as TAYLORMARK, and the client named above, hereinafter referred to as CLIENT.

CLIENT AUTHORIZES TAYLORMARK and its employees, agents, and delegates to conduct testing, evaluation, access, recovery attempts and processing of CLIENT'S data storage device or data storage media.

TAYLORMARK agrees to use its best efforts to attempt said recovery, and CLIENT agrees that TAYLORMARK is in no way liable in the event TAYLORMARK is unsuccessful in recovering CLIENT'S data. DATA RECOVERY IS NOT GUARANTEED.

CLIENT AGREES TO PAY TAYLORMARK A FEE OF \$129.00 (ATTEMPT FEE) and/or a \$69 (EVALUATION FEE / QUOTE) REGARDLESS OF DATA RECOVERY OUTCOME. CLIENT AGREES TO PAY IN FULL ALL AMOUNTS DUE FOR THE SUCCESSFUL RECOVERY OF DATA WITHIN 5 BUSINESS DAYS OF INVOICE.

CLIENT AGREES THAT TAYLORMARK IS NOT LIABLE FOR DAMAGE TO CLIENT'S DATA AND/OR PROPERTY WHILE PERFORMING DATA RECOVERY PROCEDURES OR DURING THE REMOVAL OF FAILED MEDIA FROM THE HOST COMPUTER OR DURING SHIPMENT OR FOR UNINSURED SHIPMENTS.

MANUFACTURER WARRANTY MAY BE VOID. Although most manufacturers will honor product warranties following data recovery procedures, in no way will TAYLORMARK be liable if CLIENT'S computer/media manufacturer's warranty is VOID due to any action taken by TAYLORMARK.

CLIENT warrants that CLIENT is the legal owner or the authorized representative of the legal owner of the device, media, and data. CLIENT warrants that the data on CLIENTS device is legal and that CLIENT has the unrestricted legal right (a) to send TAYLORMARK the device, media, and data; (b) to have the data recovered; (c) to receive the recovered data; and (d) to agree to these terms. CLIENT will defend and indemnify TAYLORMARK (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or CLIENTS rights or lack of rights thereto.

CLIENT AGREES THAT ANY DATA STORAGE DEVICE OR PROPERTY LEFT WITH TAYLORMARK FOR 15 DAYS WITHOUT PRIOR AGREEMENT WILL BE CONSIDERED ABANDONED. TAYLORMARK reserves the right to dispose of abandoned storage device or property.

TAYLORMARK acknowledges that the information contained on the media for recovery is confidential, and TAYLORMARK shall not disclose any of such information to third parties except (i) pursuant to a court order or (ii) as required by federal, state or local law.

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.

THIS AGREEMENT shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the Parties created in this Agreement will be performed in Dallas County, Texas, United States of America.

I [CLIENT] am a duly authorized agent/delegate of the company/person named above with authority to make final decisions regarding data recovery services and agree to all terms and conditions of this agreement.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TAYLORMARK use only: Q&A/Check-in/Tagged: \_\_\_\_\_ Contact DB: \_\_\_\_\_ Acc./Job#: \_\_\_\_\_ Bay: \_\_\_\_\_ Payment Processed: \_\_\_\_\_ Final Pickup: \_\_\_\_\_ Deletion: \_\_\_\_\_ v.5.9