

Use this form to submit 135 MB EzDrive and 230 MB EzFlyer Cartridges and Media

To submit old style 135 MB EzDrive and 230 MB EzFlyer Disks, Drives, and Cartridges for Disk Copy Service, follow the steps below:

1. Print out this form.
2. Fill out this form completely. Incomplete forms will result in delays in your data recovery.
3. Enclose **all pages of this completed form**, your Disks, the correct fee and ship or mail to our address.

Disk Copy and Transfer Fees			
Item	Processing Fee	Quantity Enclosed	Total \$
PC DOS Formatted Media			
135 MB EzDrive Cartridge - PC DOS Formatted	\$55.00 / each *		
230 MB EzFlyer Cartridge - PC DOS Formatted	\$65.00 / each		
Mac Formatted Media			
135 MB EzDrive Cartridge - Mac Formatted	\$75.00 / each *		
230 MB EzFlyer Cartridge - Mac Formatted	\$95.00 / each		
Minimum \$85 charge on all Syquest Media Transfer jobs (CD/DVD and shipping charges are additional)	***** minimum \$85.00		
Return Shipment Fee	Minimum \$15, actual rate based on return shipment weight and delivery address		
Backup Media - CD/DVD Rom Fee, per CD/DVD *** All jobs require at least one (1) CD/DVD to return data	\$25.00 ***	Minimum required at least 1. Actual number to be determined based on amount of data transferred.	
Total \$ Enclosed (USD) *****			

** Note that larger quantities of disks (over 2) will incur a higher shipping fee based on the weight of the return shipment. Shipping insurance is not included. If you have any questions, you can email us at recovery@datarecoverymasters.com or call at (562) 421-7105.

SHIP ALL MEDIA TO: Data Recovery Masters - CTE Computer
3818 Canehill
Long Beach, CA 90808
USA

Form Continues on Next page

INSTRUCTIONS: Print and fill out the form, sign, and **enclose all pages** with the media/equipment and payment.

Your Contact Information	
Company / Organization	Contact:
Address	Telephone
	Fax
Email	Cell/Pager
How did you hear of us? _____ Web Search (which one?) _____ Computer Store (name) _____ _____ Friend _____ Returning Client _____ Other: _____	

Media Information	
Media Type: <input type="checkbox"/> 135 MB EzDrive-PC Format <input type="checkbox"/> 230 MB EzFlyer-PC Format <input type="checkbox"/> 135 MB EzDrive -Mac Format <input type="checkbox"/> 230 MB EzFlyer -Mac Format	Total Number Enclosed
Original Media Disposition. Upon completion of Services: <input type="checkbox"/> Please return media to me. (shipping fees will apply) <input type="checkbox"/> Please destroy, discard, and do not return media.	
Turnaround Service Requested <input type="checkbox"/> Standard, 4-5 business days <input type="checkbox"/> Priority Rush Service, usually 24 hours (Additional \$125 priority fee applies)	
<p>Disk Copy Transfer Service is designed to transfer data in its original file format type from older media into current media. Format Conversion Service, is an additional service that can convert old files into different file formats so they are readable on newer programs. Most files may not need the conversion step. Individual file format conversion is an additional step that can only be quoted after the Disk Copy transfer is completed and the type, number, size, and format of the files are known.</p> <input type="checkbox"/> Perform Disk Copy Transfer Only <input type="checkbox"/> Perform Disk Copy Transfer and then contact me regarding File Format Conversion Name and Version of program used to create original files _____ Name and Version of Program you would like the files converted into _____	

Terms and Conditions

The Engagement.

Customer engages CTE Computer – Data Recovery Masters (CTE) and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

Confidentiality.

CTE Computer – Data Recovery Masters will use any Customer information contained in the data, media and/or equipment provided to CTE by Customer only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by Customer under this agreement will remain Customer's sole property, and CTE shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by CTE in protecting its own confidential information. CTE will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to CTE) and not to any other party.

Payment.

Customer agrees to pay CTE all sums authorized from time to time by Customer, which will typically include charges for CTE services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement. Unless otherwise agreed to in advance by CTE, all such sums are due and payable in advance, by company check, bank money order, or credit card.

Consent.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorization if followed by written confirmation by CTE at the earliest possible opportunity, and/or facsimile.

Acknowledgment of Existing Conditions.

Customer acknowledges that the equipment/data/media may be damaged prior to CTE receipt, and Customer further acknowledges that the efforts of CTE to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. CTE regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during CTE efforts to complete the Engagement.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

CTE COMPUTER – DATA RECOVERY MASTERS (CTE), MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND CTE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

Limitation of Liability; Limitation of Damages.

In no event will CTE be liable for any damages whatsoever, including without limitation damages for loss or damage occurring in transit, loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the Engagement, even if CTE or an authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The parties agree the total liability of CTE to Customer under this Agreement shall in no event exceed the total sums paid by Customer to CTE.

Customer's Representation and Indemnification.

Customer warrants to CTE that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to CTE, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold CTE harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against CTE resulting from Customer's breach of this section. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding its conflicts of law principles. The parties hereby irrevocably designate the Federal or State courts in the city of Long Beach, county of Los Angeles, and State of California, USA, as the exclusive venue for any legal action or proceeding in any way relating to this Agreement.

Media and File Format Conversion.

In any Media and File format Conversion, CTE will make its best effort to convert data as requested. Customer understands that CTE does not verify converted data as to accuracy, completeness, or fitness of the converted data. Customer retains all responsibility for assuring the converted data accuracy and suitability prior to using the converted data for any purpose and agrees to hold CTE, its agents and assigns harmless for the use, validity, correctness, and accuracy of the converted data.

Miscellaneous.

The parties agree that the laws of the United States, State of California, shall govern this Agreement and agree to venue in Los Angeles County, California; provided, however, that if any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This Agreement, together with any exhibits or other attachments provided by CTE, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any Customer purchase order terms.

Customer's Authorization

CTE Computer Data Recovery Masters (CTE) is authorized to charge the balance due as stated above. By signing below you authorize CTE to proceed with your data recovery under the specified terms and conditions. Payment must be secured before goods can be shipped. CTE is authorized to charge the amount as stated above plus any additional Backup Media and Freight Charges. By signing below, Customer authorizes CTE to proceed with its best efforts to fulfill the engagement, subject to the terms and conditions of the Agreement for stated services executed by the Customer. There are no refunds on any recovery job. Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer. Customer acknowledges that he understands that some files recovered maybe only partial files and may or may not work for Customer's requirement. It is customer's responsibility to determine the fitness of these files prior to signing this Authorization.

Shipping Instructions

- 1 Wrap your media in an anti-static bag, anti-static bubble wrap, or anti-static foam.
- 2 Place the media in a box twice its size and fill the remainder of the box with packing peanuts or crumpled newspaper. Be sure the media cannot be bent or damaged during shipping.
- 3 Include all pages of this completed form with your media in the box.
- 4 Seal the box. Detach and use the address label to the right.
- 5 Shipping via UPS or Fedex is recommended.

Shipping label

Ship to:

Data Recovery Masters - CTE Computer
3818 Canehill
Long Beach, CA 90808
USA

Payment Information

Enclose the correct Fee. If you are requesting Priority Service, enclose the Priority Service fee in addition to the other service fees. Payment in the form of Check, Credit Card, Money Order, Cashiers Check is accepted. Note that checks will delay your job while the bank clears your check.

Payment Type Visa MasterCard Check

Only accounts with USA billing addresses are accepted.

Card Holders Name

Credit Card Number

Card Holders Billing Address

Expiration Date

Security code (CVV)

Card Holders Billing City, State, Zip

I acknowledge that the disks submitted are PC formatted and the data integrity is 100%. I understand that the Disk Copy fee is charged prior to any work being performed. Due to the nature of old media, the outcome of any particular job is not known until after work is completed and is not guaranteed. The service fees are due regardless of job outcome. I agree to the payment terms in the Credit Card Holders Agreement.

Card Holder Signature _____ **Date** _____

NOTE: On all credit card payments, returned media will be shipped to the exact address as listed on the credit card account. Shipping to a different address is not possible. Shipping insurance is not included.

On check payments: The check must be numbered, imprinted with your name and address, signed, and made out to Data Recovery Masters - CTE Computer. Checks MUST be drawn on a USA financial institution. Please note there will be a delay in the processing of your Disk Copy job, up to seven business days, while the bank clears your check payment. We recommend you contact with us for the correct total fee to submit prior to your shipping the media to us. **Please note we do not issue refunds on any over payments or unused portions of your check payment. For proper, accurate, billing, we encourage you to pay using a credit card.** There is a minimum \$49 charge for any check returned by the bank unpaid.

Authorization To Process Media - Waiver Of Liability

- I grant permission to CTE Computer ("CTE") to perform any action they deem necessary to attempt to complete my data job. I understand that this procedure is a final attempt towards the recovery of data from disks I cannot access and could result in loss of part, or all, of the data stored thereon and that CTE makes no warranty or guarantee as to the success of its attempts. Furthermore, I release CTE from any liability for any data loss which may occur during, or as a result of, this procedure. I also release CTE from any liability for any theft, loss, damage or destruction to the drive and any other hardware, diskettes, or other media sent to CTE in connection with this Waiver.
- **ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY CTE ACTION (OR INACTION) ARE HEREBY EXPRESSLY WAIVED.**
- I also understand that, even if the data is successfully recovered, there is a possibility that individual files and directories on the disk may still be inaccessible due to wear and tear of the older media. Due to the nature of data and old style floppy media, no guarantee is given that Media submitted will be recoverable or readable. I am paying for the service of the attempt to read the data. I agree to pay the applicable fee for these services by CTE.
- Disks submitted to CTE will be destroyed after the data copy process is finished. Disks are not returned to the customer unless prior written arrangements are made. Data left with CTE for over 30 days becomes the property of CTE Computer.
- The Customer agrees that the total liability of CTE or its contractors or suppliers to the Customer shall in no event exceed the total sums paid by the Customer to CTE.
- I agree to accept the responsibility for shipping the system or hard drive or media to CTE. CTE will not be responsible for any damages, loss, or theft incurred during the shipping process to of from our offices and any loss or claim against such agents shall be solely by and on the behalf of the undersigned.
- This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding its conflicts of law principles. The parties hereby irrevocably designate the Federal or State courts in the city of Long Beach, county of Los Angeles, and State of California, USA, as the exclusive venue for any legal action or proceeding in any way relating to this Agreement.
- **Declaration of ownership and authority**
I am the legal owner of the hardware described below and/or am the duly authorized representative of the Company listed above. My signature will attest to the fact that I am the legal owner, or an officer of the above named company, or am empowered by its governing body, to act in its behalf for matters relating to the attached Agreement in regard to the property identified above.

If making all or any portion of balance due payable by credit card, I agree to the terms in the Credit Card Holders Agreement. I acknowledge that the disks submitted are PC formatted and the data integrity is 100%. I understand the fee on Disk Copy jobs is for the service in the attempt to read the media and is due regardless of outcome.

Approved By Client (Print) _____ **Title** _____

Signature _____ **Date** _____

Fill out and enclose this entire form. Submit with your Media and Payment.
If you have any questions filling out this form, contact us at (562) 421-7105.