

# Authorization and Disclaimer

(Please Read)

The services you are requesting will be performed under the following terms and conditions. Authorized personnel of Digital Salvaging must approve any modification to this service agreement in writing.

1. You hereby engage Digital Salvaging to use all reasonable efforts to determine the existence and extent of recoverable data on your media and retrieve and/or provide access to your recoverable data, or to delete data from your media.
2. You acknowledge that the media/data/equipment you are making available to Digital Salvaging may already be damaged, that data recovery efforts may result in further damage, and that Digital Salvaging is not responsible for this or any other type of damage, including damage to or failures by equipment or media furnished by Digital Salvaging.
3. You warrant and represent to Digital Salvaging that you are in lawful possession of all data, media, and/or equipment you make available to Digital Salvaging. If you are requesting any deletion services of any kind whatsoever, you hereby warrant and represent that such data is not involved in any current or anticipated legal proceeding, investigation, or government inquiry. You agree to indemnify and hold Digital Salvaging harmless from any and all claims, liabilities, costs (including attorney's fees), and damages of any kind related to this service.
4. Be advised that any illegal contraband will be forwarded to the proper authorities.
5. You agree that Digital Salvaging grant no warranties regarding its services of any kind. In addition, Digital Salvaging is not responsible for lost or stolen media.
6. Digital Salvaging will not be liable for any damages whatsoever, whether direct, indirect, incidental, consequential, special, punitive, or exemplary (including, without limitation, damages for loss of business profits, business interruption, loss of business information or data, and the like) arising out of the services or deliverables provided hereunder, even if we have been advised of the possibilities of such damages.

By signing below, I acknowledge that I have read and agree to the terms and conditions set forth above.

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

Received by: \_\_\_\_\_ Date: \_\_\_\_\_