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Agreement for Diagnosis

Date:		Company:	
Contact Name:		Email:	
Contact Tel:		Mobile:	

Please select type of service:

Select	Service Level	Diagnosis Fee	Recovery Range	Service Description
<input type="checkbox"/>	On-site Service	Please call	Please call	We will come to your location to perform our data recovery service.
<input type="checkbox"/>	Emergency Service	€0	€850 - 2550 +VAT	Available 7 days a week. Quickest service available. Typical turnaround time is 12 to 24 hours*. *Depending on severity of damage
<input type="checkbox"/>	Standard Service	€0	€175 +VAT : Floppy Disks €250 +VAT : Zip, Jaz, Multimedia €550 - €1550 Laptop, PC, + VAT Hard- Drives, Tapes	We will work on your recovery during normal business hours: Monday to Friday. Typical turnaround time is 3-7 days*. *Depending on severity of damage

General Information:

Media Type: (hard drive, tape, etc)		Media Under Warranty:	
Operating System(s):		Partitions/Volumes:	
OS Version(s):		Drive Make/Model:	

General Failure Symptoms: (be as specific as possible)

Specific Files to Recovery:

Shipping Instructions

- Wrap the equipment and/or media in an anti-static bag.
- Surround the equipment/media with either foam, bubble wrap, or free flow.
- Send your equipment/media to the address below:

Ecom Ireland
29 Fitzwilliam Place
Dublin 2
Ireland
Ref: Data Recovery

Customer Authorisation: (must be signed)

By signing below, customer authorises Ecom Ireland to proceed with the diagnosis and charge the fee indicated above. You also agree to be bound by the attached terms and conditions (Agreement For Data Recovery Services):

_____ DATE _____

Agreement for Data Recovery Services

This Agreement, which is entered into and accepted on the last day set forth below, is between ECOM IRELAND ("ECOMIRELAND"), 29 Fitzwilliam Place Dublin 2 Ireland and ABOVE SIGNED ("Customer").

ECOMIRELAND and Customer agree that all goods and services provided by ECOMIRELAND for this Engagement will be governed by the following terms and conditions:

Customer requests certain inspection and evaluation services regarding data retrieval, pursuant to the attached Agreement Form.

The Engagement.

Customer engages ECOMIRELAND and/or its suppliers to use best efforts 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

ECOMIRELAND will use any Customer Information only for the purpose of fulfilling the Engagement, and will otherwise hold Customer Information in the strictest confidence. Any Confidential Information disclosed by Customer (whether for itself or for any subsidiary or parent) under this Agreement shall remain the sole property of Customer, and ECOMIRELAND shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by ECOMIRELAND in protecting its own confidential and proprietary information. The Confidential Information may be disclosed only to employees or consultants reasonably requiring such information (and who have secrecy obligations to ECOMIRELAND), and not to any other party. Confidentiality obligations shall not apply to any information which enters the public domain through no fault of ECOMIRELAND; which was known to ECOMIRELAND prior to receipt from Customer; which is disclosed to ECOMIRELAND by a third party (other than employees or agents of either party) which in making such information available to ECOMIRELAND is not in violation of any confidentiality obligation to the disclosing party; or which is independently developed by ECOMIRELAND without recourse to the Customer Information.

THE COMPLETED FORMS MUST BE RETURNED TO ECOMIRELAND BEFORE THE RECOVERY PROCESS CAN BEGIN. ECOMIRELAND WILL HOLD THE INFORMATION YOU HAVE GIVEN ON THIS FORM FOR ADMINISTERING YOUR ACCOUNT, CREDIT RISK ASSESSMENT, AND INTERNAL CUSTOMER RELATIONS MANAGEMENT. YOUR INFORMATION WILL BE DISCLOSED TO EMPLOYEES OF THESE DEPARTMENTS, AND/OR CAREFULLY SELECTED ORGANISATIONS WHO MAY CONTACT YOU BY MAIL OR BY TELEPHONE ON BEHALF OF ECOMIRELAND. YOU MAY APPLY FOR A COPY OF THE INFORMATION THAT WE HOLD ABOUT YOU AND YOU HAVE THE RIGHT TO HAVE ANY INACCURACIES CORRECTED

Payment.

Customer agrees to pay ECOMIRELAND all sums authorized by Customer, which will typically include charges for ECOMIRELAND 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 ECOMIRELAND, all such sums are due and payable in advance, by company check, bank money order.

Acknowledgment or Existing Conditions.

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

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

ECOMIRELAND, FOR ITSELF AND ITS SUPPLIERS, MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND FOR ANY GOOD OR SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER.

Limitation of Liability; Limitation of Damages.

In no event will ECOMIRELAND or its suppliers be liable for any indirect, special, consequential, punitive, collateral or incidental damages whatsoever, even if ECOMIRELAND or any authorized representative has been advised of the possibility of such damages. In any case, the total liability of ECOMIRELAND or its suppliers to Customer shall not exceed the total sums paid by Customer to ECOMIRELAND.

Customer's Representation and Indemnification.

Customer warrants to ECOMIRELAND that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to ECOMIRELAND; and Customer will defend, at its expense, indemnify, and hold ECOMIRELAND and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against ECOMIRELAND resulting from Customer's breach of this section.

Uncontrollable Circumstances

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.

Miscellaneous.

The parties agree that this Agreement shall be governed by Irish Law in every particular including formation and interpretation and shall be deemed to have been made in Ireland. The parties agree that if any provision of this Agreement is held unenforceable, the validity of the remaining portions or provisions of the Agreement shall not be affected. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter. No provisions in either party's purchase orders, or in any other standard business forms employed by either party will apply even if accepted by the other party.