

Case Number		Date	
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MEDIA RECOVERY / DIAGNOSTIC FORM

Directions: The current contract contains two pages. Please read carefully the terms, fill in the form of the first page and sign the terms on the second page. The "Case Number" field is issued by TicTac Data Recovery. Please fill in all fields of the form.

Name/Company Name:	Tel/Mobile:
Occupation:	Fax:
Address:	VAT NUMBER:
City/State:	INVOICE [] / RECEIPT []
Contact Person:	PO BOX:
How did you learn about Tictac?	Email:

Media Information (for hard disks and RAID systems)

Model:	Capacity:
Operating System/Version:	How many partitions exist?
Hard disk password:	Data is encrypted? YES / NO

* Note: Mention that if there is an external box, the external case might be damaged during opening.

Describe how the damage occurred (ex. Fall, Power surge, Accidental Deletion, No clue etc)

Describe the most important data from the media (folder/files/full path). Also let us know if there is a specific deadline. We will start recovering from the files that are most important for you but we aim on recovering the full contents of the disk if it is possible.

Did you perform any recovery attempts? (example: software/hardware interventions)?

DIAGNOSTIC FEE COST: *It should be paid before we start diagnosis (check the checkboxes below):*

- €60 Diagnostic Fee per **Hard Disk/RAID/Smartphone "STANDARD"** (3 working days/media)
- €30 Diagnostic Fee per **USB/Smart Card "STANDARD"** (5 working days)
- €300 Diagnostic Fee **"EXPRESS"** (diagnosis within about 24 hrs)

Bank Account for deposit: **Piraeus Bank** → Account Nr: **IBAN: GR4201721210005121084907511**

Diagnostic Order

- I certify that I am the rightful owner of the above media (disk, usb, smartphone etc) or I have the permission from the owner to deliver the media for recovery from the rightful owner and I have read and agree with all the terms of the contract.

Name: _____

Signature: _____



MEDIA RECOVERY REQUEST CONTRACT

1. The client assigns the data recovery task to **TICTAC LABORATORY & IT SUPPORT** of «**TICTAC DATA RECOVERY PRIVATE COMPANY**», which resides in Elliniko, Attica and address Tichis 2 & Vouliagmenis 112A with VAT NUMBER: 800782394, (which will be referred to from now as «**COMPANY**») will handle the extraction of data from the provided media(s) so that the data can be able to be read and used again in full or partially depending on the damage caused (this will be referred to from now as «**RECOVERY**») from the damaged/problematic/tampered media (hard disk, flash memory stick, memory card, mobile phone etc.) (from now on will be referred to as «**MEDIA**») under the following terms:
 - (i) Before the recovery process starts, the client selects the recovery fee, depending on the urgency and makes sure it is paid in full prior to the diagnosis. This fee is not returned to the client under any circumstances.
 - (ii) The company performs the diagnosis and informs the client within a reasonable time (automatically via e-mail) about the following (i) if the recovery process can be attempted or not (ii) the estimated fees of the recovery (iii) the estimated time that the recovery process should take. If the recovery process is not feasible or there are very little chances for recovery, the media can be returned to the client or can be destroyed and recycled, if the client doesn't respond within 15 days.
 - (iii) If the client agrees on the recovery cost and timeline, and after the diagnosis fee has been paid, the Company proceeds in all the appropriate steps needed for purchasing the appropriate parts (the cost of the required parts is always paid by the client prior to the order), under the terms that have been signed by both parties and to the point that the process is technically feasible, based on the rules of science and technology (most of the times the media is opened and the warranty seal is violated and parts are removed from the inside and if needed some of the parts of the media can be sent to other research labs outside the country for further inspection/repair if this is required).
 - (iv) In case the client sends an electronic notification (email) for the Recovery process interruption, the company stops the recovery process and within a logical timeframe, reassembles and sends the media to the client at his own expenses. In case the process is interrupted additional charges may be applied.
 - (v) In case that repair parts are needed (usually another drive with specific technical characteristics) the company informs the client for the additional cost that is needed, so that the parts can be purchased for the recovery process to begin. The repair parts are paid in full from the client and must arrive in the company's premises before the recovery process starts. The cost for repair parts will not be returned to the client even if the recovery fails.
2. The company notifies (via email) the client once the recovery process is finished and the client can pay the recovery fee to get the data. The data can be delivered to the client or a new media can be purchased (with an extra cost) so that the data can be copied and sent to the client. The client handles all costs and responsibility involved for the delivery of the recovered data to his premises. The company has the right to deliver no recovered data until full payment for the recovery is done.
3. If the client does not receive the media 10 days after the recovery process has finished, the company doesn't have any obligation to return the media and the client will be charged with Storage Fees that are 5 Euro per day of storage, while the company will store the media for one (1) month from the notification date. After that the company will proceed in media destruction.
4. The company recognizes that due to the nature of the of the Recovery process, it gets access to private and confidential information of the client and handles the responsibility, during the contract and after the resolution of the contract, not to reveal to any third party or use internally, any kind of information and data of the media, also not to store the recovered data for more time than it is needed to perform the recovery process. The company acknowledges that the information contained in the media is confidential and the company will not disclose any of such information to third parties, unless ordered to do so by a court or competent jurisdiction, or tax required by local law. The company is obliged to destroy or delete any files that are no longer needed to fulfill any parts of this contract.
5. It is mutually agreed:
 - (i) that there might be delays in timelines that most of the times occur due to unexpected media conditions that could not be predicted
 - (ii) that the company takes no responsibility for voiding the warranty of the media or for damages caused in the state of the media after the recovery attempt
 - (iii) Incidents of Superior violence (Theft, robbery, natural disaster, fire, flood, earthquake etc.), that might cause the media destruction or loss after its delivery to the company
 - (iv) that the company takes no responsibility for any data loss or media hardware problems caused during or after the recovery process
6. By signing this contract, the client agrees the following:
 - (i) The possibility of the media destruction, that the company cannot be held responsible for any damages caused, that the client will not file any compensation claims for damages caused to the media or files during the recovery process, since the company will do whatever is best according to the current technology and science rules to recover the data.
 - (ii) The files can be checked by the client for their integrity once they are recovered. The file checking process of the recovered data is a responsibility of the client, since the company allows the client to check all recovered files upon recovery and before the client pays the recovery fees.
7. It is mutually agreed that the client holds all responsibility for the content of the media that handles to the company for recovery. The company is not obliged to check the recovered files if these are against the law, so in case of such incident, the client takes full responsibility for the content.
8. For safety reasons (for example faulty hard drives or accident during transportation), a copy of the recovered data of the media are stored safely from the company for 15 days after the delivery to the client and after that time the recovered data is securely deleted (this can be done earlier after client's request).
9. The client confirms that his brand name or logo can be displayed in the company's clientele or partners list.
10. This contract is final and overrides any other pre-existing contract, written or verbal agreement between the client and the company
11. Both parties of the contract agree that nor the company or the client is held responsible for not fulfilling the contract terms under circumstances of Superior Violence.
12. Any modification of the terms of this contract should be proven exclusively from the voice recording system of telecommunications between the company and the client that is held in the file of the company and no other modification is accepted (either it is a document or verbal oath).
13. In no event shall the failure or delay of one of the parties to exercise its legal or contractual rights be construed as a waiver of such rights
14. Partial or total invalidity of one or more of the terms herein, which are all agreed as being essential, does not affect the validity of the other terms and, in general, the contractual relationship of the parties. Competent Courts for resolving any dispute between the parties arising out of this Convention are the courts of the Company's registered office.

This contract was made and signed in 2 originals of equal value, of which they received from one party.

The Client (stamp): _____

The Company (stamp): _____