



Dear Customer,

Thank you for your interest in our service.

Attached are the following documents.

1. Evaluation Form.
2. Service Contract
3. Pricing Table.

Please read carefully, fill-up the forms, and answer the questions provided in the evaluation form. We need all the information about your data problem in order for us to serve you better. Please be advise that No Data Recovery will be performed if the attached documents are not submitted to us completely fill-up and signed.

You can submit the completed forms to Alfie. Or fax at (02) 7382347

### **Packaging Instruction**

As an added protection to the hard drive, please observe the following:

1. Use the original shipping materials, if you still have them.
2. Wrap media in an anti-static bag\* or similar material to prevent ESD.
3. \*Use a box\* that is at least twice the size of the media so that the media can be suspended in the middle of the box. We recommend a minimum of two inches of insulation all around for a 2 lb drive.
4. \*Pack securely\* with foam, bubble wrap, or newspaper so the media \*will not move\* from the middle of the box. Avoid using "peanuts" as contents will settle to the bottom of the box.
5. Make sure it is clearly labeled as FRAGILE and don't forget to include the attached forms, completed and signed.

### **Removal of Hard Disk from the Computer.**

1. Please have the hard drive remove from the computers (Laptop / Desktop) from an authorized service center, before sending the hard disk to Xyon for recovery. Xyon will not be responsible for the removal of hard disk from your computer.
2. Please check and verify the hard drive details - model numbers, serial numbers, brand, etc.
3. Please check the condition of screws.
4. If the computer (where the hard drive is being taken from) is still under warranty, please asked for adequate lead-time from your vendor as Data recovery is a long and tedious process and Xyon will not be responsible if the warranty is voided by your vendor.

Please give us a call at 411-8914 if you need further clarification and information.

Thank you and we hope to be of service to you soon.

Sincerely yours,

**XYON SYSTEMS AND SERVICES, INC.**

/ DR letter 11132009



## EVALUATION FORM

**Note: To avoid delay and to help you recover your data , please complete the form, and provide information and answer to questions below. Please submit to Alfie, or Fax to 738-2347.**

Company Name:	Contact Person:
Address:	Tel No.:
Email:	Mobile No.:

### Media for Recovery

Media Type :	Manufacturer / Media Size / Model No. / Serial No.:
Operating System and Version:	Date of Media Failure:
How many partitions or volumes on the media?	How much data is on the media? (Approximate)
Is Media Under Warranty? <b>YES / NO</b>	After the data recovery, can we have your old hard drive? (Less P500.00 from the service charge) <b>YES / NO</b>
Can we open the hard disk? (This may void the warranty) <b>YES / NO</b>	Is this data being recovered for possible legal actions? <b>YES / NO</b>

### Circumstances of Failure

What (where) are the most important files, folders and directories to be recovered? (i.e. /My Documents)	
Describe the circumstances of failure and inaccessibility:	
What remedies have already been tried? (i.e. Norton Disk Doctor)	
Customer Representative:	Signature:

### To be Filled-Up By Xyon Systems and Services, Inc.

Case No.	Received and Verify By:	Date
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## DATA RECOVERY TERMS AND CONDITIONS OF SERVICE CONTRACT

The following terms and conditions ("Terms") govern your ordering, purchase, or receipt of data recovery services ("Services") provided by Xyon Systems and Services, Inc. ("Xyon").

Xyon reserves the right to make changes to these Terms at any time.

**Authorization:** If you accept the cost estimate indicated in the **Fixed Price Charge List**, submit your data storage device or media along with the completed and signed **Data Recovery Terms and Conditions of Service Contract** to us, you agree to pay the fee quoted and authorize Xyon and its employees, agents, and delegates to conduct data recovery attempts and processing of each data storage device or data storage media that you submit to us.

We will apply our existing technology and standard processes and use reasonable efforts to recover your data.

The client authorizes Xyon, its employees, and agents, to receive and transport the storage media/equipment/data to, from, and between their facilities.

**Successful Recovery Effort:** If we are able to successfully recover data, we will notify you using the contact information you have provided to us and charge you. We will not release your data to you until you have paid for the Services and related costs (including, without limitation, applicable service fees, material costs, new media costs, and shipping costs).

**Unsuccessful Recovery Effort:** If we are unable to recover any data, we will inform you accordingly and not charge you for the Services. If we are able to recover part but not all of your data, we will inform you accordingly and you may choose to receive the recovered data for the agreed fee.

**Return of Original Media:** Regardless of the outcome of the recovery work, if you want your original data storage device returned, you will be charged a reasonable fee for shipping and handling.

**Disposal of Abandoned Device, Media or Data after 30 Days:** Any device, media, or data left with us without full payment after 30 days from the date of our service report will be disposed of in our discretion; and you release Xyon from any obligation of confidentiality related to the device, media, and data.

**Service Limitations:** We cannot and do not promise any particular results. We will provide reasonable efforts and the application of our existing technology and standard processes. We do not guarantee that any data will be recovered. Also, our attempt to recover the data may result in damage to the device, media, or data, and may even render any data unrecoverable. To the extent possible, you should attempt to back up any available data before submitting it to us.

**Communications:** All communications relating to your request, including cost estimates and invoices, will be sent via e-mail to the address you provide to us unless you request, in writing, to receive such communications via regular mail.

**Legal Rights:** You represent to Xyon that you are of the legal age in the Philippines. You warrant that you are the legal owner or the authorized representative of the legal owner of the device, media, and data. You warrant that the data on your device is legal and that you have the unrestricted legal right (a) to send us the device, media, and data; (b) to have the data recovered using the Services; (c) to receive the recovered data; and (d) to agree to these Terms. You will defend and indemnify us (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or your rights or lack of rights thereto.

**Confidentiality:** We will protect the confidentiality of your data against unauthorized disclosure using the same degree of care as we use to protect our own confidential information.

**Legal Rights:** The client is the legal owner or authorized

representative of the legal owner, of the storage media/equipment/data and all information contained therein.

**Disclaimer of Warranties, Representations and Guarantees:** We perform this Service "AS IS" with all faults, at your sole risk. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING OUR SERVICES OR THEIR RESULTS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS.

**Limitation of Liability:** WE WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED, UNLESS THERE IS PROOF THAT DAMAGES WAS INTENTIONALLY DONE. WE WILL NOT BE LIABLE FOR THE CONDITION, EXISTENCE, OR LOSS OF DATA THAT IS SENT TO US OR THE DATA THAT WE RECOVER, OR ANY LOSS OF REVENUE, LOSS OF PROFITS, OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED.

**Liability Cap:** To the maximum extent permitted by applicable law, the amount of our liability will not exceed the total price you actually pay us for the Services. The essential purpose of this limitation is to limit our liability for performing the Services; this allocation of risk is reflected in our prices. This paragraph will apply notwithstanding any other provisions in this agreement, or the failure of any remedy.

**Exclusive Remedy:** Your exclusive remedy for unsatisfactory work or data will be, at our option, additional attempts by us to recover satisfactory data or refund of the amount paid by you. You acknowledge that the price of our Services would be much greater if we undertook more extensive liability.

**Evaluation Form:** You must provide true, accurate and complete information about yourself as prompted by the evaluation form, including, without limitation, your name, address, e-mail address, and telephone number, as applicable (collectively, "Personal Data"). You must maintain and promptly update your Personal Data. You acknowledge that we may send you important information and notices regarding your requests by e-mail and that we shall have no liability associated with or arising from you failure to maintain accurate Personal Data.

**Terms of Payment:** Payment shall be made by cash or check or some other pre-arranged method of payment acceptable to us. Where payment is made by credit/debit card, such payment is subject to the approval of the financial institution issuing the credit/debit card, and we shall not be liable in any way if such financial institution refuses to accept or honor the credit/debit card for any reason.

**Sale and Other Taxes:** We will withhold all taxes where we are required to do so by law. You will be responsible for all other applicable taxes not collected by us.

**Venue of actions:** All actions arising out of this Contract shall be instituted in the proper courts in Quezon City, the parties hereby waiving any other venue.

We agree to all foregoing conditions:

<b>Customer / Company Name</b>	
<b>Customer / Company Representative</b>	
<b>Signature</b>	<b>Date</b>

## FIX PRICE CHARGE LIST

“No Recovery, No Fee”

<b>1.NO.MITE</b>	<b>Memory Card /DVD Digital Recovery</b>	<b>Charges per successful recovery</b>
	Up to 512 MB Media Card	Php 750.00 / media
	Up to 2 GB Media Card (including CD/DVD-Data Recovery)	Php 1,500.00 / media
	Up to 8 GB Media Card	Php 3,000.00 / media
	Up to 16 GB Media Card	Php 4,000.00 / media
	More than 32 GB Media Card	Php 5,000.00 / media
<b>ITEM NO. 2</b>	<b>Hard Drive IDE / SATA (2-1/2", 3-1/2", 5-1/2" Hard Drive)</b>	<b>Successful Recovery Fee</b>
	<b>Up to 1TB</b>	Php 8,000.00 / drive
	<b>More than 1TB</b>	Php 10,000.00 / drive
	<b>RAID Recovery</b>	Php 10,000.00 / drive
<b>30.NMEIT</b>	<b>Formatted / Deleted / Rejected Case</b>	<b>Non-Refundable Attempt / Effort Fee</b>
	<b>Memory Card</b>	Php 500.00 / media
	<b>Hard Drive</b>	Php 2,500.00 / drive

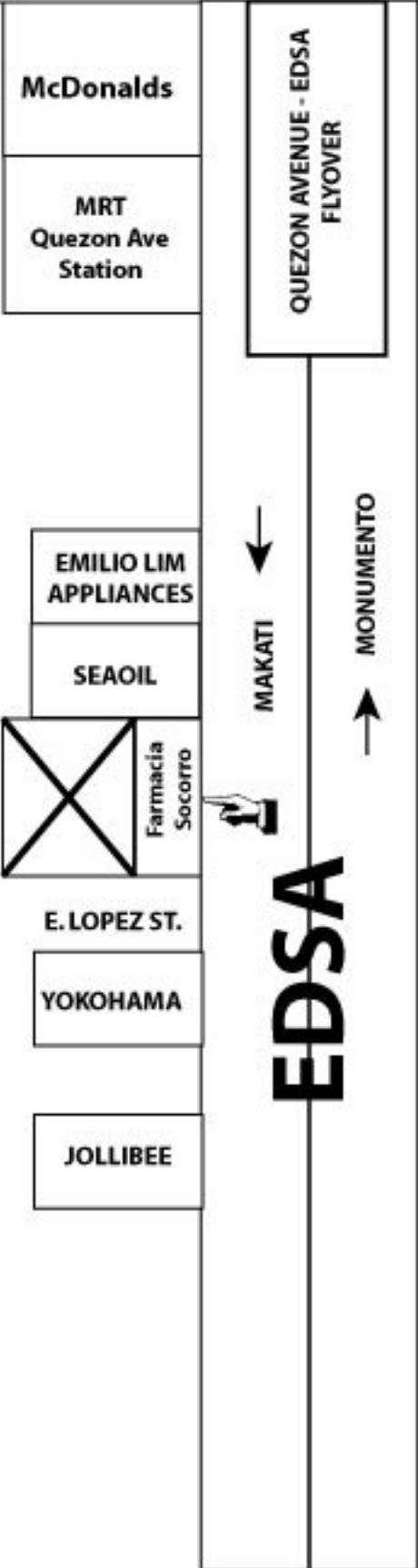
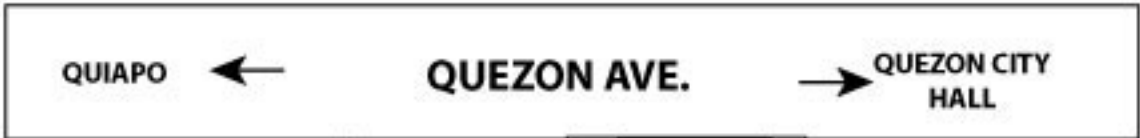
**NOTES, Please Read.**

1. For item No. 3. In case of successful recovery and client acceptance of recovered data, the attempt fee will be waived (or deducted) and client will be charge according to media category under item 1 or 2.
2. Effort fee is charge when we recover folders as indicated in the service contract form (but recovery service was still rejected).
3. Please removed hard drive from laptops, desktop or drive enclosure.
4. Hard Drive Recovery Price of Php 8,000.00 covers the following conditions only:
  - a. Service charge for installation/removal of drive is on clients account.
  - b. Price includes recovery-transfer to CD or DVD.
  - c. If one (1) file exceeds 4 GB or total data recovery exceeds 25GB, client shall provide storage media; or Xyon will provide one at client's account (subject to client's approval).
  - d. Prices are subject to 12% VAT.
5. For special storage request (i.e. hard disk), client shall provide the storage media, or additional charges will be made to cover the cost of storage media.

Company:

Customer Representative:

Signature



Xyon Systems and Services, Inc.  
Rm 407, R & G Tirol Building  
831 EDSA cor E. Lopez St.  
South Triangle, Quezon City