

As a customer of HB Computers, I acknowledge, understand and agree with the following statements:

1. As a customer of HB Computers, Inc. (HBC), I authorize HBC and its affiliates to conduct a thorough evaluation of my device to determine the nature of the damage and provide a reasonable quote for the cost of recovery and the anticipated timing. I authorize HBC, its employees, and affiliates to receive and transport my damaged device to different facilities if necessary, for repair and/or recovery work. On my approval of recovery costs, I also authorize HBC to perform any measures necessary to recover data from my device.
2. I acknowledge that I am the legal owner (or authorized representative of the legal owner) of the device and its data sent to HBC.
3. I understand that the diagnostic step is free and, if recoverable, there will be a flat rate of \$399 issued. I understand that, in most cases, the original drive can be returned to me at my request. If my drive is unrecoverable and I wish my original drive sent back, a \$15 fee will be charged to cover the return shipping costs.
4. If the drive is repaired in the HBC's 'clean-room' environment, the drive will only be returned if physically possible and only upon my request.
5. Any property or equipment left with HBC for a period of 30 days or more without maintaining communication will be destroyed or recycled, at which time, HBC shall have no liability to me or any third-party representative.
6. I am aware of the inherent risks involved in data recovery, including the possibility that the data recovered may be inaccurate or incomplete and that accidental damage may occur during the general usage of recovery equipment. HBC will not be held responsible or liable for the above risks.
7. To perform data recovery on any type of external hard drive or device, HBC may be required to open the external enclosure. HBC will not be liable or responsible for any warranties that may be voided because of this process. If the customer purchases a new external hard drive from HBC to furnish recovered data, HBC will not be liable for data loss due to media failure for 7 days from the recovery data, customer pickup or delivery date, whichever comes later.
8. HBC agrees not to disclose any or all information or data files supplied with, stored on, or recovered from my equipment to anyone other than HBC's employees or agents who are subject to confidentiality agreements or as required by law.

9. I understand that HBC offers no warranty, express or implied, and HBC disclaims any warranty of any kind, including any warranty of merchantability or fitness for a specific purpose.
10. I understand that payment is due in full upon completion of successful recovery and prior to release of data, whether shipped, picked up or uploaded. I understand that I am financially responsible, if applicable, for all shipping costs, insurance, custom duties and taxes to and from HBC. The following methods of payment are welcome: Cashier Check, Money Order, PayPal, Cash and Credit Cards (Visa, MasterCard, America Express and Discover).
11. I understand that HBC will not be held responsible for any damage that may occur during the shipping process and will not be responsible for packages lost in transit.
12. I shall indemnify HB Computers, Inc. from any litigation arising out of HB Computers' performance of work or possession of my Property. I agree to fully defend, indemnify, and hold harmless HB Computers from any and all lawsuits, demands, causes of action, liability, loss, damage of any kind whatsoever including without limitation all claims for monetary loss, property damage, equitable relief, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of HB Computers, its officers, owners, personnel, employees, agents. For any loss or theft of property incurred by me, any claims for reimbursement shall be subject to HB Computer's obtaining reimbursement from HB Computer's insurance policy providers.

I verify that I have read and agreed to the terms of this Work Order Disclaimer and that the information listed in the customer information section is accurate.