

# Free Evaluation Request Form

(Fill out to the best of your knowledge)



## Contact

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address (including suite/apartment number)

Address (USA) \_\_\_\_\_

City State ZIP Code

Address (International) \_\_\_\_\_

City/Province Country Postal Code

Telephone: \_\_\_\_\_ Alternate phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Alternate E-mail: \_\_\_\_\_

## System Information

Media Manufacturer: \_\_\_\_\_ RAID Level (if known): \_\_\_\_\_

Media Model #: \_\_\_\_\_ Number of Drives in the RAID: \_\_\_\_\_

Operating System: \_\_\_\_\_ Will the RAID Still Mount? \_\_\_\_\_

MediaSize: \_\_\_\_\_ Is this Hardware or Software RAID? \_\_\_\_\_

File System (if know): \_\_\_\_\_

## If RAID System

## What failure occurred?

- Reinstalled/Overwritten
- Mechanical
- Deleted data
- Flood/Fire damage
- Unknown

## What recovery attempts were made?

- Changed, rebuilt or moved drive to new system
- Sent to another data recovery provider
- None
- Chkdsk
- Replaced electronics
- Used recovery software

## What folders / files are most important?

- My Documents
- Desktop
- Microsoft Office
- Email
- Database
- Pictures
- Music
- QuickBooks/Quicken

Please name the profiles / folders / files most important to the recovery (Attach additional pages as needed).

## Credit Card Payment

**Note:** Will speed service. Your credit card is charged only after recovery services.

Type:  Visa  Master Card  
 American Express  Discover

Credit Card number: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Exact Name on Credit Card \_\_\_\_\_

Billing Address (If different from shipping address above) \_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

## Instructions For Shipping Your Media To FreshCrop

1. Place the media in an anti-static bag (if available). Otherwise, a ziplock bag will suffice.
2. Package the media into a box with at least 3" of bubble wrap or other material surrounding the media. (If you cannot remove the drive, you may ship the processor with drive inside).
3. Please include this form along with the media.

## SHIP TO THIS ADDRESS :

FreshCrop, LLC  
4000 Barranca Pkwy., Suite 250  
Irvine, CA 92604

## Terms and Conditions

### The Recovery

FreshCrop, LLC and its suppliers are hereby authorized by the client to evaluate the problem with the equipment/media and retrieve all data residing on the client's equipment/media and/or provide additional services as requested by the client.

### Confidentiality

All information contained in the data/media/equipment belonging to the client and provided to FreshCrop by the client is used only by employees, agents or consultants solely for the purpose of fulfilling the Recovery. Any confidential information disclosed by the client will remain confidential and the property of the client. FreshCrop will exercise reasonable measures to prevent the unauthorized use of such confidential information, such as the same measures it takes to protect its own confidential information.

### Client's Representation

The client guarantees to FreshCrop that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to FreshCrop, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which client is subject. The client will defend, at its own expense, indemnify, and hold FreshCrop harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against FreshCrop resulting from client's breach of this section.

### Payment

No charges are required if the client's data is unrecoverable. The client agrees to pay FreshCrop the sum of the recovery and any additional costs specified by FreshCrop and authorized by the client.

### Consent

Any consent required of either FreshCrop or the client will be effective if provided in a reasonable manner, which includes but is not limited to verbal authorization followed with written confirmation by FreshCrop at the earliest possible opportunity, and/or facsimile.

### Acknowledgment of Existing Conditions

The nature of data recovery is such that there is a possibility that damage can occur to the client's equipment/data/media during the recovery process. The client hereby acknowledges that FreshCrop does not assume responsibility for such damage. The client also acknowledges that the client's equipment/data/media may have been damaged prior to FreshCrop receipt by events foreseen or unforeseen by the client.

### No Warranties; Disclaimer of All Warranties

FreshCrop hereby makes no warranties or conditions for any good or service (express, implied, statutory or in any communication with the client). FreshCrop specifically disclaims any implied warranty arising from the course of business.

### Limitation of Liability; Limitation of Damages

The total liability of FreshCrop to the client shall in no event exceed the total paid by the client to FreshCrop and FreshCrop shall not be liable for any damages whatsoever (direct or indirect).

### Miscellaneous

Both the client and FreshCrop agree that the laws of the state of California shall govern this Agreement. If any condition of this contract is found to be in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. With the exception of the obligation to make payments, nonperformance by either the client or FreshCrop shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This Agreement, together with any exhibits or other attachments provided by FreshCrop, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any client payment terms.

### Authorize Evaluation Process

By signing below you authorize FreshCrop to immediately proceed with the Free Evaluation. You also agree that this evaluation and any future data recovery requests will be performed under the terms and conditions listed above.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_