



## Data-File Recovery Request

**Registered User Name**

(Help/About)

**EasyBooks Serial No:**

**Version Number:**

**Contact person:**

**Email:**

**Telephone Number:**

(    )

**Date:**

  /  /

**File(s) submitted by (please circle one)**

**Email**

**Post**

**Date of submission** \_\_\_\_\_

**Description of the issue (including user actions and error numbers)**

I authorise EasyBooks Limited to investigate the above issue and if possible to recover my data file(s). I accept the charges for this service, as detailed in the EasyBooks Data Recovery Service Policy.

**Name (please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

### Payment method

An estimation of the recovery cost will be provided to the customer before commencing a recovery.

- Direct Credit to National Bank **06 0917 0088163 00** – please include your serial number in the Particulars field and leave the Reference field blank.
- Please charge my credit card      Visa / MasterCard (Please circle your card)

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_/\_\_\_\_ Card security number: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Office use only:**

**Data Recovered**

**Y / N**

**Paid \$** \_\_\_\_\_

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# EasyBooks Data Recovery Policy

## Authorisation

The Customer authorises EasyBooks Limited ("EasyBooks") to:

- (a) examine and attempt to recover data the Customer provides to EasyBooks including data stored on storage device(s) the Customer specifies (which may void any manufacturer's warranty); and
- (b) receive and transport the data and/or specified storage device(s) as required by the data recovery operation.

## Costs and Timeframes

Data Recovery services are chargeable at **\$99.00 incl GST per hour** with a one hour minimum charge for each job. **An estimation will be provided to the customer before the onset of work.**

EasyBooks cannot guarantee that a data file can be recovered. **No charge will apply if EasyBooks determines that the data recovery can not be performed.**

EasyBooks will attempt to return the customer's recovered data and/or specified storage device(s) within an estimated five working days (provided that payment has been remitted to EasyBooks).

Payment may be made by credit card or direct credit. However the customer should be aware that if paying by direct credit, processing delays between the originating bank and the payee bank may delay the return of the recovered data and/or specified storage device(s).

## Terms and Conditions

The Customer acknowledges and agrees to the terms and conditions provided below.

1. The Customer data recovery request form must be completed and returned to EasyBooks by either fax, email or post before EasyBooks can examine and attempt to recover the data file(s).
2. The Customer will pay the advertised or agreed price for the services the Customer has authorised, prior to delivery of the Customer's recovered data and/or specified storage device(s). Recovered data file(s) and/or specified storage device(s) will only be returned once payment for the recovered data file(s) has been received by EasyBooks.
3. The Customer is the legal owner (or the authorised representative of the legal owner) of all data and/or specified storage device(s).
4. As owner (or authorised representative of the owner) of the data and/or specified storage device(s) EasyBooks is trying to recover, the responsibility for any loss ultimately lies with the Customer. Whilst EasyBooks will use its best endeavours to recover data or extract the information required, this process is by its nature subject to variable results.
5. The Customer acknowledges that data recovery is a complex procedure and there are inherent risks of further damage to the data and/or specified storage device(s) being worked on. While EasyBooks takes every reasonable precaution to ensure that the Customer's data remains intact in attempting to recover data, EasyBooks cannot guarantee that it will be able to recover any data and/or data stored on any specified storage device(s).
6. **IN NO EVENT WILL EASYBOOKS OR ANY CONTRACTOR, EMPLOYEE, OR AGENT OF EASYBOOKS BE LIABLE FOR ANY LOSS OF DATA OR LOSS OF REVENUE OR PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ANY SERVICE PROVIDED BY EASYBOOKS OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES -- EVEN IF EASYBOOKS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS TO PERSONS OR PROPERTY. THE CUSTOMER AGREES TO INDEMNIFY EASYBOOKS IN RESPECT OF ANY CLAIM SO ARISING.**
7. EasyBooks liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.
8. While EasyBooks is attempting to recover the data file(s), if the Customer continues to enter transactions into the Customer's copy of the data file(s) they will need to be re-entered into the recovered data file(s) once it has been returned to the Customer subject to a successful recovery. The Customer will need to do this by either manually re-entering them or using the export import functions. Please note that due to different corruptions in some cases the Customer may not be able to export data out of a corrupted file(s), or some data may be missing. If the Customer chooses to continue working on a corrupted file(s) the Customer does so at the Customer's risk.
9. Should the Customer restore an earlier or unrecovered backup to their EasyBooks program after the restoration of the recovered data file(s), the recovery will be overwritten. EasyBooks accepts no liability for such actions on the part of the customer and EasyBooks reserve the right to charge for any repeat recovery at full cost to the

Customer.

10. If the Customer's data and/or storage device(s) are left unclaimed with EasyBooks for 90 days or more, EasyBooks may dispose of these without liability to the Customer or a third party.

**Confidentiality**

11. EasyBooks will not disclose any information or data file(s) supplied and/or stored on, or removed from the Customer's specified storage device(s), except to EasyBooks's employees or agents, and subject to confidentiality agreements or as required by New Zealand law.

**No Warranty**

12. EasyBooks makes no warranty, express or implied, and EasyBooks disclaims any warranty of any kind, for the services being provided or discussed hereunder.