

Date : \_\_\_ / \_\_\_ / \_\_\_

Data Recovery Specialist: TBA

Ship to Address:

ROCKINGHAM I.T. SOLUTIONS  
DATA RECOVERY SECTION  
P.O. BOX 8109  
WARNBRO WA 6169

Ph #:  
Email:

Direct: 08 6102 2919  
Email: [sales@rockinghamitsolutions.com.au](mailto:sales@rockinghamitsolutions.com.au)

Job #: JN \_\_\_\_\_

Thank you for choosing Rockingham I.T. Solutions for your data recovery needs. Once your media has been received regular email progress reports regarding your recovery will be sent to you.

**Note: If your media is involved in current or pending legal proceedings, please notify your data recovery specialist immediately.**

- 1 Complete sections A through H of this Service Request form
- 2 Include pages 1 & 2 in the box along with the media you are shipping for service
- 3 Ship to Rockingham I.T. Solutions at the address above **NOTE:** Incomplete sections (A, B, H) of paperwork will cause a delay in services provided

| A. Select desired service          |                       |                               |
|------------------------------------|-----------------------|-------------------------------|
| Service Level                      | Evaluation Fee**      | Estimated Data Recovery Fee** |
| <input type="checkbox"/> Standard  | \$110 (AUD) 7-14 Days | \$400 (AUD) – \$1500 (AUD)    |
| <input type="checkbox"/> Priority* | \$260 (AUD) 5-7 Days  | \$800 (AUD) – \$3000 (AUD)    |

\* Contact your Data Recovery Specialist to discuss unique shipping arrangements that may be necessary.

\*\* Fees are subject to additional charges of shipping, media, data storage and GST for the cost to return the original media and/or recovered data.

**B. Payment Method**

Credit card (complete attached form)       EFTPOS / CASH

Electronic Funds Transfer       PO# \_\_\_\_\_ Terms: Net 30; Hard copy of PO required

**Note:** Must be pre-approved for use of PO – please contact your Data Recovery Specialist

|                                                  |                                            |                                                                        |                                                 |
|--------------------------------------------------|--------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------|
| <b>C. What failure occurred?</b>                 |                                            | <b>D. What recovery attempts were made?</b>                            |                                                 |
| <input type="checkbox"/> Reinstalled/Overwritten | <input type="checkbox"/> Deleted data      | <input type="checkbox"/> Changed, rebuilt or moved drive to new system | <input type="checkbox"/> Chkdsk                 |
| <input type="checkbox"/> Mechanical              | <input type="checkbox"/> Flood/Fire damage | <input type="checkbox"/> Sent to another data recovery provider        | <input type="checkbox"/> Replaced electronics   |
| <input type="checkbox"/> Unknown                 |                                            | <input type="checkbox"/> None                                          | <input type="checkbox"/> Used recovery software |

**E. 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).

**F. Storage of data**

Rockingham I.T. Solutions Data Recovery service includes free storage of data for THIRTY ONE (31) days after the completion of the evaluation. Once the evaluation is complete you can decide to go ahead with the recovery or not – no obligation. If you wish to take longer than 31 days deciding whether to go ahead with recovery or not, then an AUD\$50 + GST per month storage fee will accrue until you notify Rockingham I.T. Solutions of your decision via email or fax.

**G. Data Erasure Option**

Rockingham I.T. Solutions data erasure and media disposal services for end-of-life hard drives and other storage media. Our process has great benefits:

- ✓ Environmentally friendly - prevents metals and other materials from reaching landfills
- ✓ Removes the risk of having sensitive data fall into the wrong hands

- Please select one of the following options:**
- Please **erase** my data and **return** my original storage media to me. (\$75 AUD)
- Please **erase** my data and **recycle** my original data storage media. (\$75 AUD)
- Please **DO NOT erase my data; return my original data storage media.**

**Terms and conditions**

These terms and conditions govern the provision of any goods and services by Rockingham I.T. Solutions (ABN 70-324-471-197) to the Customer.

**The Engagement.**

Customer engages Rockingham I.T. Solutions, a division of JJJZ ELLIS Family Trust Pty Ltd, and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

**Confidentiality.**

Rockingham I.T. Solutions will use any Customer information contained in the data, media and/or equipment provided to Rockingham I.T. Solutions by Customer only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by Customer under this Agreement will remain Customer's sole property, and Rockingham I.T. Solutions shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by Rockingham I.T. Solutions in protecting its own confidential information. Rockingham I.T. Solutions will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to Rockingham I.T. Solutions) and not to any other party. Rockingham I.T. Solutions will employ appropriate technical and organizational measures to safeguard Customer personal data and will act only on the instruction of the Customer with respect to Customer data. Customer hereby agrees to the transfer of Customer data to Rockingham I.T. Solutions affiliates and suppliers as needed for the sole purpose of performing the Engagement.

**Fees.**

Customer agrees to pay Rockingham I.T. Solutions all sums authorized from time to time by Customer, which will typically include charges for Rockingham I.T. Solutions, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement. All fees are inclusive of GST. Unless otherwise agreed to in advance by Rockingham I.T. Solutions, all such sums are due and payable in advance, by cash, Electronic Fund Transfer, EFTPOS, or credit card. If Customer is approved for credit, all invoices must be paid within 14 days of the date of the invoice. Any amounts unpaid by the due date will incur interest of 1.5% per month (or the maximum allowed by law) until payment is made in full. Customer will be liable for all costs incurred by Rockingham I.T. Solutions in attempting to recover unpaid amounts.

**Consent.**

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorization if followed by written confirmation by Rockingham I.T. Solutions at the earliest possible opportunity, and/or facsimile.

**Acknowledgment of Existing Conditions.**

Customer acknowledges and agrees that the equipment/data/media may be damaged prior to Rockingham I.T. Solutions receipt, and that the efforts of Rockingham I.T. Solutions to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. Rockingham I.T. Solutions will not be liable for additional damage that may occur to the Customer's equipment/data/media during Rockingham I.T. Solutions efforts to complete the Engagement. Customer acknowledges and agrees that the provision of the services by Rockingham I.T. Solutions may not result in the complete recovery of the data.

**NO WARRANTIES; IMPLIED TERMS.**

Except where required by law, Rockingham I.T. Solutions will be under no liability to the Customer in respect of any loss, cost, expense or damage (including consequential loss or damage, loss of profits or economic loss) which may be suffered or incurred directly or indirectly in respect of any services supplied under this Agreement; and any condition or warranty which would otherwise be implied in this agreement is hereby excluded.

**Limitation of Liability; Limitation of Damages.**

The liability of Rockingham I.T. Solutions for any breach of this Agreement or implied condition or warranty will be limited to, at Rockingham I.T. Solutions option, supplying the services again or refunding the amounts paid by the Customer for the services.

**Customer's Representation and Indemnification.**

Customer warrants to Rockingham I.T. Solutions that it is the owner of, and/or has the right to be in possession of, all equipment/data/media provided to Rockingham I.T. Solutions, and that Customer has obtained all necessary consents in relation to the disclosure of personal information by the Customer to Rockingham I.T. Solutions and to the use of that personal information by Rockingham I.T. Solutions, and that Customer's collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection and privacy laws to which Customer is subject. The Customer indemnifies Rockingham I.T. Solutions from any expense (including reasonable legal fees), damage or liability arising out of any claim, demand or suit resulting from a breach of the Customer's warranties.

**Miscellaneous.**

This Agreement, together with any exhibits or other attachments provided by Rockingham I.T. Solutions, constitutes the entire Agreement between the parties in relation to this subject matter and supercedes all other terms including any Customer purchase order terms. Any items which have not been claimed and paid for within ninety (90) days after the date of completion of the Engagement will be considered abandoned by the Customer and may be disposed of (including all data/media containing data) in the sole discretion of Rockingham I.T. Solutions or may be subject to a storage fee unless prior arrangements have been secured.

**Additional Terms and Conditions: Applicable only if Data Erasure or Media Disposal Services Selected (optional on page one)**

**Customer Acknowledgment.**

Customer acknowledges that the strong magnetic field used in the degaussing process will render the equipment/media unusable and may void the manufacturer's warranty.

**Customer's Representation, Warranty and Indemnification.**

Customer represents and warrants to Rockingham I.T. Solutions that: (a) it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Rockingham I.T. Solutions; and (b) to the extent Customer does not own the equipment/data/media, Customer has obtained the consent of the owners(s) to have the data erased and the equipment/media recycled, as applicable. Customer will defend, at its expense, indemnify, and hold Rockingham I.T. Solutions (including its officers, employees, and agents) harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against Rockingham I.T. Solutions that may arise in any way out of Customer's breach of this section.

**H. Authorise evaluation process and fee**

Please sign below to indicate your authorization to proceed with the evaluation and your agreement to pay the evaluation fee for the services indicated on page one of this document. The Terms and Conditions above shall govern any services performed under your engagement unless previously agreed to in writing by Rockingham I.T. Solutions.

**Authorised Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**FOR OFFICE USE ONLY:**

|                           |                           |                          |
|---------------------------|---------------------------|--------------------------|
| <b>Box Size:</b>          | <b>Media: Make/Model:</b> | <b>Job Number:</b> _____ |
| <b>Check # &amp; Amt:</b> | <b>S/N:</b>               |                          |
| <b>Bin #:</b>             | <b>Date:</b>              | <b>Extras:</b>           |

Credit card authorisation

Job Number: \_\_\_\_\_

Customer: \_\_\_\_\_

Service Specialist: \_\_\_\_\_

- 1 Complete this Credit Card Authorization form
- 2 Email this page to : [sales@rockinghamitsolutions.com.au](mailto:sales@rockinghamitsolutions.com.au) or Fax to (08) 9592 7850

**NOTE:** For enhanced security of your credit card data, please **do not** include this page in the box with your shipment

Amount Authorized to Charge on Card: \$ \_\_\_\_\_ \*

\* When applicable, shipping, data storage fee, and back-up media will be additional.

Credit Card Type:  Visa  MasterCard

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Month \_\_\_\_\_ Year

Name as it appears on the card (please print): \_\_\_\_\_

Billing address for credit card (please print)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip Code/Postal Code: \_\_\_\_\_

Signature

I, \_\_\_\_\_ authorize Rockingham I.T. Solutions to charge my credit card for the amount of my purchase indicated above.  
[Signature of Card Holder]