



PLEASE READ FIRST

Complete all pages of this form including signature at the bottom of each page.

By signing the data recovery forms and attached pages, you certify that:

- You are 18 years old of age and above.
- You are the owner of the device or the storage media for recovery, or
- You are the authorized representative of the owner of the device or the storage media.

Please provide and attach a copy of a valid ID of the signatory

Please provide us with as much information as you can.

No Recovery will be perform for devices with incomplete and unsigned forms.

Attached Pages:

1. Evaluation Form
2. Terms and Conditions
3. Price List
4. Service Form (for removal of storage media from laptop/desktop)
5. Directional Map to Trionyx's office.

PACKAGING INSTRUCTIONS

As an added protection to the storage media hard disk drive (hdd) or solid state drive (ssd), please observe the following:

1. Wrap media in an anti-static bag* or similar material to prevent Electro Static Discharge (ESD).
2. *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.
3. *Pack securely* with foam, bubble wrap, or newspaper so the media *will not move* from the middle of the box.
4. Make sure it is clearly labeled as FRAGILE and don't forget to include the attached forms, completed and signed.
5. If sending an external hard drive that has a power adapter that plugs into the wall, please include the power adapter.
6. Do not send the original product box to TRIONYX. We do NOT save packaging materials.
7. Do not include data cables, manuals or software unless requested by TRIONYX
8. If sending device;
 - a. Use courier that provides a package tracking number.
 - b. If using Grab, Lalamove or similar services, advise driver to deliver package directly to our office.
9. TARGET Media: If sending an external target drive for data transfer,
 - a. Make sure that the hard drive is empty. TRIONYX will not be responsible for possible data loss that the hard drive may incurred.
 - b. Label the external hard drive for proper identification and processing.

Removal of the storage media (Hard Disk Drive (HDD) or Solid State Drive (SSD)) from the Computer.

1. Please have the storage media remove from the computer (Laptop / Desktop) by an authorized service center, before sending the storage media to Trionyx for data recovery.
2. Trionyx may remove the storage media from your laptop or desktop for a fee. Please refer to the price list charge for reference.
3. For Apple Desktops, please have it removed by Apple Authorized Service Center.
4. Please check and verify the storage media details - model numbers, serial numbers, brand, etc.
5. If the computer (where the media 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 Trionyx, Inc will not be responsible if the warranty is voided by the manufacturer.

Please call 0920-9526041 or (02) 8374-1173 for further clarification and information.

Trionyx, Inc

/ DR letter 09192019

EVALUATION FORM		Case No.
<p>1. By signing the data recovery forms and attached documents, you certify that:</p> <ul style="list-style-type: none"> You are 18 years old of age and above. You are the owner of the device or the storage media for recovery, or You are the authorized representative of the owner of the device or the storage media. <p>2. Please provide / attach a copy of a valid ID of the signatory(ies).</p> <p>3. Please provide us with as much information as you can.</p> <p>4. One set of data recovery forms per device.</p>		
1. Customer Name / Company Name:		2. Contact Person:
3. Address:		4. Email Address:
5. Mobile No.:	6. Tel. No.:	7. Tax Identification Number (T.I.N.)
MEDIA FOR RECOVERY		
8. Media Manufacturer / Serial Nos. / Capacity of the Media:		9. Operating System used to access the Media:
10. Date of Media Failure:		11. Has Media Been Opened Physically? YES / NO
12. Is Media Under Warranty? YES / NO		13. Can we open the media? Applies to external storage media (This may void your media warranty) YES / NO
14. Is the storage media encrypted or password protected? YES / NO		15. If yes in no. 14, please provide password or encryption key.
Circumstances of Failure		
16. List down some of the most important files and folders or list file types to be recovered (.doc, .xls, .pdf, .ppt, .jpg / word, excel, powerpoint)		
17. What is the problem with the drive or media? What were the error messages?		
18. What attempts have been made to recover the data? What utilities were used in these attempts?		
Customer Name / Company Name:	Contact Person / Customer Representative	Signature / Date:
To be Filled-Up By Trionyx, Inc.		
Remarks	Received and Verify By:	

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

By signing this **Data Recovery Contract**, the client expressly agrees to the payment of the fees indicated herein, more specifically fees relating to the recovery of data and or charges relating to attempt fee for formatted drives and deleted drives. In case client opts to reject data recovered despite successful recovery by **Trionyx**, client expressly agrees to pay the rejection fees indicated in this agreement.

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

Successful Recovery Effort: In case Trionyx successfully recovers the data, Trionyx shall notify the client through the contact information provided in the Data Recovery Contract. Client expressly agrees that Trionyx shall have the right to retain possession of the data and storage media until such time as the fees indicated in the Data Recovery Contract have been settled.

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 Trionyx from any obligation of confidentiality related to the device, media, and data, provided that, disposal of the data pursuant to the terms of this paragraph shall not release the client from paying the rejection fee indicated in the price list.

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.

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 Trionyx that you are of 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 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. Notwithstanding the foregoing, photographic child pornography and such other acts defined in R.A. 7610 is not considered INFORMATION subject to this Confidentiality Agreement. The presence of data contemplated in R.A. 7610 on the data storage device you send to TRIONYX voids this Agreement and the data storage device may be surrendered to the appropriate government agency.

Furthermore, Trionyx hereby warrants and guarantees its compliance with the Data Privacy Act of the Philippines.

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 harm caused, unless you prove that we caused damages intentionally. without limiting the generality of the foregoing, we will not be liable for the condition, existence, or loss of the data you send us or the data we recover; any loss of revenue, loss of profits, or any indirect, special, incidental, or consequential damages however caused. to the maximum extent permitted by applicable law, this disclaimer shall apply to any and all damages, regardless on the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether we have been advised of the possibility of loss or damages - unless you prove that Trionyx caused damages to you intentionally.

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.

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.

Dispute Resolution: The parties will attempt to resolve any dispute related to the Services through negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through negotiation, then the dispute will be submitted to final and binding arbitration under the Laws of the Philippines.

Each party will bear their own costs in arbitration.

We agree to all foregoing conditions:

Customer / Company Name	
Customer / Company Representative	
Signature	Date

FIX PRICE CHARGE LIST
"No Recovery, No Fee"
This serves as our formal quotation

ITEM No. 1 - Data Recovery Fee per Storage Device	Charges per successful recovery
Memory Cards (SD-Card, MicroSD, CF Card, CD-DVD, USB Flash Drive)	Php 4,000.00 / media (plus 12% VAT)
Solid-State-Drive (SSD) – including internal soldered SSD – PLS CALL FIRST!	Php 7,000.00 / media (plus 12% VAT)
Up to 1TB HDD Media Size	Php 9,000.00 / drive (plus 12% VAT)
Up to 2TB HDD Media Size	Php 15,000.00 / drive (plus 12% VAT)
More than 2TB up to 4TB HDD Media Size	Php 20,000.00 / drive (plus 12% VAT)
More than 4TB HDD Media Size	Php 25,000.00 / drive (plus 12% VAT)
SCSI Hard Drive	Php 25,000.00 / drive (plus 12% VAT)
Fusion Drive (Apple)	Php 20,000.00 / pair (plus 12% VAT)
RAID Recovery (2 HDD) or (2SSD)	
RAID Recovery (More Than 2 HDDs)	CALL FOR QUOTATION

ITEM No. 2 – Non Refundable - Attempt Fee / Effort Fee / Rejection Fee for Formatted / Deleted / Rejected Case / Encrypted Drive ^{2,3}	
Memory Cards (SD-Card, MicroSD, CF Card, CD-DVD, USB Flash Drive)	Php 2,000.00 / media (plus 12% VAT)
Solid State Drive (SSD) – PLS CALL FIRST!	Php 3,000.00 / drive (plus 12% VAT)
Up to 1TB HDD Media Size	Php 5,000.00 / drive (plus 12% VAT)
Up to 2TB HDD Media Size	Php 7,000.00 / drive (plus 12% VAT)
More than 2TB HDD Media Size	Php 10,000.00 / drive (plus 12% VAT)
Fusion Drive (Apple) - PLS CALL FIRST!	Php 10,000.00 / pair (plus 12% VAT)

ITEM No. 3 – Removal Fee ^{6, 7, 8, 9}	Non-Refundable Service Fee (deductible)
Removal of Hard Drive / SSD (except Apple Desktop)	Php 1,000.00 / unit (plus 12% VAT)

ITEM No. 4 – Attempt Fee for Tampered Hard Drive	Non-Refundable Service Fee (deductible)
Any Hard Drive / Storage Capacity	Php 1,000.00 / unit (plus 12% VAT)

ITEM No. 5 – Kill Fee	Non-Refundable Service Fee (deductible)
Any Hard Drive / Storage Capacity	Php 2,000.00 / unit (plus 12% VAT)

NOTES: Please Read Carefully.

- Client shall provide the storage media for data transfer or Trionyx can provide the storage media for data transfer charge to the customer account.
- Effort fee is for recovery attempt of formatted media or deleted files. Effort fee is non-Refundable and should be paid upon delivery of media for recovery. Deductible from the full recovery cost upon customer acceptance of the recovery service.
- We will charge an attempt fee or effort fee for non-disclosure of encrypted drive, encryption key as indicated under section 14 and 15 of our Evaluation Form.
- Effort fee covers rejected case. If client decides not to accept the recovered data, an effort fee will be charge to cover cost. Should be paid prior to releasing of storage media.
- 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 Trionyx from any obligation of confidentiality related to the device, media, and data. Client would still be billed a rejection fee.**
- We only remove HDD or SSD from Laptops. For Desktop Computers, please asked the manufacturer's authorized service center to remove the HDD or SSD from the device.
- Removal Fee is deductible from the full recovery cost upon customer acceptance of the recovery service.
- Customer must signed a Service Repair Form before HDD or SSD is removed from the laptops.
- Removal fee is non-refundable, but includes re-installation of HDD or SSD back to the laptops.

Customer Name / Company Name:	Contact Person / Customer Representative:	Signature / Date:
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/Price List 01202022

Quezon Ave

