

Service Terms & Liability Waiver

Bitterroot Data Recovery

Last Updated: March 6, 2026

1. Acceptance of Terms

By submitting a storage device or requesting services from Bitterroot Data Recovery ("the Company"), the client acknowledges and agrees to the terms outlined in this Service Terms & Liability Waiver.

These terms apply to all services provided by Bitterroot Data Recovery, including but not limited to data recovery, diagnostic evaluation, secure drive wiping, data transfer, and related technical services.

2. Nature of Data Recovery Services

Data recovery involves working with storage devices that may already be damaged, unstable, or partially failed. Because of this, data recovery procedures carry inherent risks.

The client understands and acknowledges that:

- Data recovery cannot be guaranteed.
- Storage devices submitted for recovery may continue to degrade during recovery attempts.
- Certain failures may make data partially recoverable or unrecoverable.

Bitterroot Data Recovery will make reasonable efforts to recover accessible data but does not guarantee specific results.

3. Risk of Further Device Failure

The client acknowledges that any attempt to access or recover data from a damaged device may result in:

- additional device failure
- further data loss
- permanent unrecoverability of data

By submitting a device for service, the client authorizes Bitterroot Data Recovery to perform reasonable recovery procedures necessary to attempt data recovery.

4. Diagnostic Evaluation

In many cases, an initial diagnostic evaluation may be performed to determine the nature of the failure

and the likelihood of recovery.

Diagnostic findings are estimates based on available information and may change as recovery work proceeds.

5. No Guarantee of Data Recovery

Bitterroot Data Recovery does not guarantee the recovery of any specific files or amount of data.

Recovery success may depend on factors including but not limited to:

- device condition
 - extent of damage
 - file system corruption
 - overwritten data
 - prior recovery attempts
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6. Pricing and Payment

Pricing for services may vary depending on the device type, capacity, damage level, and complexity of the recovery.

Estimated pricing ranges published on the website are **guidelines only** and do not constitute binding quotes.

Payment is required before release of recovered data unless otherwise agreed.

If no recoverable data is obtained during a recovery attempt, recovery service charges may be waived where applicable under the Company's "No Data – No Charge" policy. Diagnostic or evaluation fees may still apply where disclosed.

7. Recovered Data Delivery

Recovered files must be delivered on a storage device separate from the original damaged media.

Recovered data may be delivered using:

- new storage media provided by Bitterroot Data Recovery
- storage media supplied by the client

Bitterroot Data Recovery is not responsible for failures or defects in client-provided storage devices used for data delivery.

8. Data Retention

Recovered data may be retained temporarily on Bitterroot Data Recovery systems for **up to 30 days after delivery** to allow for verification or re-delivery if necessary.

After the 30-day retention period, recovered data may be permanently deleted without further notice.

Clients are responsible for creating backup copies of recovered files immediately after receiving their data.

9. Client Responsibility for Data Legality

The client represents and warrants that they are the lawful owner of the device submitted for service or are authorized by the owner to request recovery services.

Bitterroot Data Recovery reserves the right to refuse service where device ownership or authorization cannot be reasonably verified.

The client further represents that the data contained on submitted devices does not violate applicable laws.

10. Confidentiality

Bitterroot Data Recovery will treat client data as confidential and will not intentionally access, disclose, or distribute client data beyond what is necessary to perform requested services.

Additional information regarding confidentiality is provided in the **Data Confidentiality and Data Retention Policy**.

11. Limitation of Liability

To the fullest extent permitted by law, Bitterroot Data Recovery shall not be liable for:

- loss of data
- loss of business
- lost profits
- consequential damages
- incidental damages
- indirect damages

arising from the performance or attempted performance of recovery services.

Total liability, if any, shall not exceed the amount paid by the client for the services performed.

12. Abandoned Devices

Devices not claimed within **60 days after notification of service completion** may be considered abandoned.

Bitterroot Data Recovery reserves the right to dispose of or recycle unclaimed devices in accordance with applicable law.

13. Right to Refuse Service

Bitterroot Data Recovery reserves the right to refuse service for any reason, including but not limited to:

- suspected illegal content
 - unsafe devices
 - devices requiring specialized cleanroom procedures beyond available capability
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14. Governing Law

These terms shall be governed by and interpreted in accordance with the laws of the State of Montana, United States.

Any disputes arising from services provided by Bitterroot Data Recovery shall be resolved in the appropriate courts located within Montana.

15. Client Agreement

By submitting a device for service, signing an intake form, or authorizing recovery work, the client acknowledges that they have read, understood, and agreed to these Service Terms & Liability Waiver.