

Bitterroot Data Recovery

Service Terms & Liability Waiver

Last Updated: June 15, 2026

1. Acceptance of Terms

By submitting a device, purchasing equipment, requesting services, or authorizing work, the client agrees to these Service Terms & Liability Waiver.

2. Covered Services

These terms apply to all services provided by Bitterroot Data Recovery, including but not limited to: Data recovery Computer diagnostics and repair Virus and malware removal Operating system installation and repair SSD and hardware upgrades Data transfer and migration services Backup setup and consultation Secure drive wiping Refurbished computer sales General technology support services

3. Nature of Data Recovery Services

Data recovery involves working with devices that may already be damaged, unstable, or partially failed. Recovery cannot be guaranteed, and devices may continue to degrade during recovery attempts.

4. Risk of Further Device Failure

The client acknowledges that recovery, repair, diagnostics, upgrades, and troubleshooting may result in additional hardware failure, additional data loss, or permanent unrecoverability due to pre-existing conditions.

5. Repair & Upgrade Services

Computer repairs and hardware upgrades may require disassembly, component replacement, firmware updates, operating system modifications, driver updates, or software changes. Bitterroot Data Recovery is not responsible for failures caused by age-related wear, manufacturer defects, corrosion, liquid damage, power events, or previously undisclosed conditions.

6. Malware & Operating System Services

Virus removal, malware remediation, operating system installation, and software repair services may require modification, removal, or replacement of software, files, applications, settings, or operating system components. Clients are responsible for maintaining backups whenever possible.

7. Diagnostic Evaluation

Diagnostic findings are estimates based on information available at the time of inspection and may change as additional work is performed.

8. No Guarantee of Recovery or Repair

Bitterroot Data Recovery does not guarantee recovery of any specific file, folder, amount of data, repair outcome, or restoration of device functionality.

9. Backup Services

Backup services are intended to reduce the risk of future data loss. Clients remain responsible for verifying that backup systems are functioning properly and maintaining copies of important data.

10. Pricing & Payment

Pricing may vary based on complexity, hardware condition, labor requirements, and parts required. Payment is required before release of recovered data or completed equipment unless otherwise agreed in writing.

11. Recovered Data Delivery

Recovered files may be delivered on new media supplied by Bitterroot Data Recovery or media

supplied by the client. Bitterroot Data Recovery is not responsible for failures of client-supplied storage devices.

12. Secure Drive Wiping

Secure drive wiping permanently destroys stored information. By authorizing secure wiping services, the client acknowledges that data destruction is irreversible.

13. Refurbished Computer Sales

Refurbished computers are tested prior to sale and verified functional at the time of delivery. Unless otherwise specified in writing, refurbished systems are sold as-is and subject only to any warranty terms explicitly provided at the time of sale.

14. Data Retention

Recovered data may be retained for up to 30 days after delivery for verification or re-delivery purposes. After that period, recovered data may be permanently deleted without notice.

15. Client Responsibility & Device Ownership

Clients warrant that they are the lawful owner of submitted equipment or are authorized to request services. Clients further represent that submitted devices do not contain illegal content.

16. Confidentiality

Client data is treated as confidential and accessed only as necessary to perform requested services. Additional information is provided in the Privacy, Data Handling & Service Policy.

17. Limitation of Liability

To the fullest extent permitted by law, Bitterroot Data Recovery shall not be liable for data loss, business interruption, lost profits, loss of opportunity, software corruption, hardware failure, incidental damages, indirect damages, consequential damages, or emotional distress. Total liability shall not exceed the amount paid for the services performed.

18. Abandoned Devices

Devices not claimed within 90 days after service completion notification may be considered abandoned and may be wiped, recycled, disposed of, or otherwise processed without further notice.

19. Right to Refuse Service

Bitterroot Data Recovery reserves the right to refuse service for any reason, including suspected illegal content, unsafe equipment, or work beyond available capabilities.

20. Governing Law

These terms shall be governed by the laws of the State of Montana and applicable United States law.

21. Client Agreement

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