



Digital Estate Services, LLC
www.digitalestateservices.com
(347)855-7767

Data Services Application

Thank you for your interest in our services. Please do not hesitate to contact us if you have any questions about our company, any of our service offerings or this application.

GENERAL INFORMATION AND INSTRUCTIONS

Eligibility:

This application must be completed by the executor or administrator of the estate of the deceased. We are not able to provide services to any other persons at this time. Unfortunately, we are only able to provide limited services if either your place of residence or the last known residence of the deceased is located in one of the following states: California, Connecticut, Delaware, Florida, Massachusetts, Maryland, Michigan, Montana, New Hampshire, Pennsylvania or Washington. If this is an issue, please email us at contact@digitalestateservices.com before submitting your application.

Application Checklist:

A complete application includes the following materials:

1. An original signed copy of the completed Application Form, including agreement to the terms of the Data Services Agreement,
2. A copy of the court order appointing you as the executor or administrator of the estate of the deceased and
3. A copy of your state or government issued photo ID.

Please mail these materials to us at the address below:

Digital Estate Services, LLC
1204 Avenue U, #1042
Brooklyn, NY 11229

We will review your application and contact you promptly to let you know whether we will be able to help. If your application is approved, we will provide details regarding shipping of hardware to us, or contact you to schedule a personal on-site pickup if you have selected that option.

Payment:

If your application is approved, payment for the Local Data Recovery Package and Personal On-Site Pickup must be made by check or money order and is due at the time of delivery or pickup of the computer. If you are purchasing the Online Presence Package, we will send you an invoice after we receive your computer **only** if we are successful in recovering any passwords.

Data Preservation Suggestions:

Please observe the following to maximize the amount of data that can be recovered from your loved one's computer:

- If the computer has not been shut down since your loved one last used it, do NOT shut it down. If shutting down is necessary (for example, to move the computer to a safe location), use the Hibernate option on computers running Windows or Sleep mode on Macs.
- Do not use the web browser on the computer.
- Be sure the computer is in a safe location. Consider the risk of flooding, extreme temperatures, and damage from dropping or excessive vibration.
- Consider delaying using Facebook's option of "Memorializing" your loved one's Facebook account. Once Facebook is notified that a person is deceased, it will Memorialize their account by restricting access to their profile only to current "friends" and disable any way of logging in to the account. This means that even if we were able to recover the password for your loved one's account for you, you would not be able access it in the future once it became Memorialized. For this reason we recommend Memorializing your loved one's account only if you have no intention of ever accessing it.

APPLICATION FORM

Your name (Last, First):

Your address:

Your email address (if available):

Your daytime phone number:

Your relationship to the deceased:

Name of the deceased (Last, First):

Full address of the last residence of the deceased:

Please select the best methods for contacting you (if you do not provide a preference, we will generally use email):

- Email
- Telephone
- Mail

Please initial below to purchase _____

LOCAL DATA RECOVERY PACKAGE

Price: \$1400

The Local Data Recovery Package includes the discovery, extraction and delivery of recovered data from your loved one's computer (except for the extraction of passwords to online accounts).

Please check the boxes below to indicate the kinds of data you would like recovered if we find it (we will exclude items left unchecked):

- Photos
- Videos
- Diary entries and personal notes
- Professional or student essays and writings
- Web browsing history
- Chat logs from instant messenger applications
- List of recently accessed files and applications

Content to exclude. We will try to include only personal files that may be of interest to you. We will generally exclude photos and video that can be easily identified as irrelevant, such as non-personal movies and images (we may glance at thumbnails but will not closely examine the content of any movies or images). Please let us know other types of data we should try to exclude.

Additional content to include. Please let us know if there are any other types of files you would like us to pay attention to. For example, if your loved one was an artist or a musician, let us know we should include non-photographic images or music files.

Advanced Filtering. We generally do not actually review content other than to determine what type of data or media it is. For example, we would not be able to easily filter photos or videos to include only those featuring a particular person. If you would like to filter data by such content-specific criteria and would like us to assist you with this task, please provide a detailed description of the kind of advanced filtering you would like us to perform and we will contact you with an estimate.

Please initial below to purchase

PERSONAL ON-SITE PICKUP

Price: \$150

Includes prompt pickup and safe transportation of your loved one's computer to our premises prior to data extraction and delivery of the equipment back to you.

Why we offer personal on-site pickup:

Our clients cherish their loved ones' data and consider it absolutely priceless. Some choose to take extra steps to mitigate the risk of damage during shipping or possible loss of information during disassembly by utilizing our personal on-site pickup option. If this optional service is right for you, one of our professionals will personally visit your home, disconnect or disassemble the computer system your loved one used. If the system is locked and has not been powered down since its last use our technician will likely be able to move it safely without losing crucial dynamic data that is not retained after a system restart.

Please initial below to purchase

ONLINE PRESENCE PACKAGE

Price if successful: \$1400

The Online Presence Package includes the use of advanced password recovery techniques and individual service provider contact to gain access to all online accounts accessed from a computer. There is no fee for this package unless we are able to help you obtain access to at least one password-protected user account. The flat fee covers all accounts we are able to unlock.

In the event we discover accounts for which we are unable to recover passwords from the computer directly, we will provide you with up to 20 custom-written letters and pre-addressed envelopes for contacting the online service providers of your choice to request account access using procedures established by the service provider where available.

Please check this box if you would like us to briefly scan through contents of any text files and other materials we locate on the hard drive for password information. This increases the chances of success.

Receiving data:

We will offer you different options for the medium through which you would like to receive the recovered data depending on the amount we recover. The list below explains the options we offer and is included for your information.

- DVD(s) (up to 5 included at no charge)
- USB Flash Drive (if under 8GB)
- Portable External Hard Drive (\$150 extra per terabyte)
- Print all text-based documents to a binder (\$.10 per page)
- Prepare high quality printed photo album for all photos (\$.50 per photo) - we will contact you for pre-approval

Additional Services:

The following services are not included in either package:

- **Data Recovery for Damaged Hard Drives.** In the case of physical damage to the hard drive that requires reconstruction in a clean-room laboratory, we will work in cooperation with third party services to conduct physical recovery and data reconstruction. Recovering lost data allows us to then process it to retrieve relevant user data. We will contact you if we encounter a hard drive that is physically damaged and provide an estimate.
- **Heavily encrypted files.** We will contact you in the unlikely event we encounter a file that we are unable to decrypt within a reasonable time. If you determine that you would like us to keep trying, we can generally continue to work at an hourly rate.

CERTIFICATION:

This Data Services application is to induce Digital Estate Services, LLC to provide services. I hereby certify that this form contains no willful misrepresentation or falsification; that information given by me is true and complete to the best of my knowledge and belief. To the maximum extent permitted by applicable law, in no event shall I hold Digital Estate Services, LLC or its employees, contractors or agents liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data, loss of business opportunity, loss or damages to property, injuries to any person or any pecuniary loss), even if Digital Estate Services, LLC has been advised of the possibility of such damages. **I have read the Data Services Agreement attached hereto and agree with the terms and conditions contained therein.**

Applicant Signature

Full name of applicant (please print)

Date

Are you sure?

We are committed to improving the lives of our clients by helping them gain closure at the most difficult times. If you are interested in our services, you should know that while the information we recover can be of great value, its revelation can affect your life in profound and unpredictable ways. For this reason, the choice to embark on this journey should be an informed and thoroughly thought-out decision. It is possible that our services may provide an additional glimpse into your loved one's life and allow you to manage and preserve their digital estate, or that their computer might not contain anything of interest to you at all. However, there is no telling what kind of information you may learn and how it could impact your view of your loved one and your relationships with others. Please ask yourself "Am I sure I want to know?" If you're certain the answer is "Yes", we would be honored by having the opportunity to help.

DATA SERVICES AGREEMENT

IMPORTANT-READ CAREFULLY: This Data Services Agreement (this "**Agreement**") is a legally binding agreement between you and Digital Estate Services, LLC ("**DES**") in connection with your request for services to be performed by DES (the "**Data Services**"). By submitting your Data Services Application (the "**Application**") you agree to be bound by the terms of this Agreement and are doing so to induce DES to provide Data Services.

Your Representations. By entering into this Agreement, you are making the following representations to DES, with the understanding that DES is acting in reliance thereupon and that the falseness of any thereof shall constitute a breach of this Agreement:

- a. You are requesting Data Services to be performed on a computer (the "**Source Computer**") previously belonging to and used exclusively by your spouse, close family member or friend, identified in the Application, who is now deceased (the "**Deceased**"), with the exception that it may also have been used by you personally.
- b. You are the Administrator or Executor of the estate of the Deceased.
- c. You currently hold all legal rights to (a) the Source Computer, (b) all of the data stored thereon, and (c) all accounts that have been accessed through the Source Computer.
- d. Any product of the Data Services (the "**Recovered Data**"), including but not limited to recovered information, media, and/or account authentication information, will not be used in furtherance of any unlawful purpose.
- e. By providing Data Services to you, DES is not participating in any activity that you know to be in violation of applicable law.
- f. To your knowledge, the Deceased has never indicated he or she would be against the Data Services you are requesting.
- g. You have thoroughly reviewed the information on our web site at www.digitalestateservices.com.
- h. All information submitted by you to DES in connection with the Data Services, including but not limited to the Data Services Application and any materials submitted in connection therewith, is true and correct in all respects.

Data Services. The term Data Services includes all services described in the Application and all actions reasonably necessary in connection therewith, including, without limitation, (a) circumventing data protection measures on the Source Computer, (b) recovering passwords and accessing other data stored on the Source Computer, (c) attempting to log into accounts using recovered passwords for verification (d) all actions related to the pickup and delivery, whether in person or through a shipping carrier of the Source Computer to and from you and (e) drafting forms of correspondence with service providers, as requested. DES may contract with outside parties to perform any functions on its behalf. You hereby authorize DES and any of its contractors to perform all Data Services.

NO WARRANTIES. EXCEPT ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, THE DATA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND DES MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE DATA SERVICES OR TO ANY MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. Without limiting the generality of the foregoing, DES does not (a) guarantee success in data recovery or password retrieval (b) guarantee accuracy in its filtering of the Recovered Data or (c) make any statement or guarantee pertaining to the legal status of your utilization of the Data Services or legal rights to the Recovered Data in your jurisdiction or any other jurisdiction. To the maximum extent permitted by applicable law, DES disclaims all warranties, either express or implied with respect to the Data Services, the accompanying materials, the application process, any Recovered Data, and your use thereof.

LIMITED LIABILITY: NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE DATA SERVICES OR THE APPLICATION PROCESS IN CONNECTION WITH THE DATA SERVICES. To the maximum extent permitted by applicable law, in no event will DES, its affiliates, officers, employees or contractors be liable for any damage whatsoever (including, without limitation, damages for loss of data, hardware or software disruption, impairment or failure, repair costs, time valuable or other pecuniary loss) arising out of DES' provision of or failure to provide the Data Services, even if such parties have been advised of the possibility of such damages.

CONFIDENTIAL

Indemnification. You agree to defend, indemnify and hold harmless DES, its affiliates, employees, officers, agents and contractors from any claims, actions, proceedings, damages, losses and expenses (including reasonable attorney's fees) arising out of a breach of any of the provisions in this Agreement by you.

Use Of Recovered Data.

In the event you discover that you do not have the right to access any of the Recovered Data (including, without limitation, personal or business information, media, or account authentication information belonging to another person, or any of the Recovered Data is classified, or is such that its disclosure, display, publication or dissemination would reasonably be expected to be embarrassing or in any other way detrimental to another person), you agree to promptly destroy all copies of such data and to abstain from disclosing, displaying, publishing, disseminating, disclosing or otherwise sharing it with any other persons.

Payment.

You agree to remit payment for all services requested on the Application and any additional services authorized through any of the contact methods supplied thereon, including, without limitation, email and telephone, within 10 business days of the date the services are rendered.

Not Legal Advice. You acknowledge that nothing contained herein, in the Application or in any materials or communications from DES represents legal advice.

Authenticity. DES may assume that (i) each party has duly and validly executed and delivered each instrument, document and agreement to which it is a signatory and that its obligations are its legal, valid and binding obligations, enforceable in accordance with their respective terms thereunder, (ii) each person executing any instrument, document or agreement on behalf of any party is duly authorized to do so, (iii) each natural person executing any instrument, document or agreement referred to in this letter is legally competent to do so, and (iv) all documents tendered to us as originals are authentic and all documents submitted to us as certified, facsimile or photostatic copies conform to the original documents.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. Each party consents to the jurisdiction of the federal or state courts located in the Borough of Manhattan in the State of New York in connection with any dispute arising under this Agreement, and hereby waives, to the maximum extent permitted by applicable law, any objection, including any objections based on forum non conveniens, to the bringing of any such proceeding in such jurisdictions.

Termination. DES may issue a refund for any payment made and refuse to provide services or terminate this Agreement in writing at any time. The issuance of a refund in itself shall not serve as termination of this Agreement.

Waiver. It is further agreed that no waiver of rights under this Agreement shall be effective unless granted, in writing, by each party with an interest in such rights. No failure or delay by DES in exercising any right, power or privilege under this Agreement shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other future exercise of any right, power or privilege hereunder.

Severability. In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, by any court of competent jurisdiction, the remaining terms or provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable. The parties agree to replace an invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which most closely approximates the intent and effect of the invalid, illegal or unenforceable provision.

Entire Agreement. This Agreement, in combination with the Application, contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior agreements, whether written or oral, and the terms and provisions of any such prior agreement shall be deemed to have been merged into this Agreement. In case of a conflict between the Application and this Agreement, this Agreement controls.

Notices. All notices required to be given under the terms of this Agreement or which the parties may desire to give hereunder shall be in writing or by email and shall be deemed to be given when delivered personally, sent by first class mail, postage prepaid, or arrive at the recipient's mailbox by email, to such parties at their mailing or email addresses as set forth on the completed Application.