

CONSENT TO EXTRACT AND SEARCH ELECTRONIC MEDIA

(Click Through Agreement)

The following electronic document (the “*Consent*”) describes the consent to extract and search electronic media under which you (“You” or “Customer”) will receive data extraction and forensic services from Digital Discovery and Forensic Services, LLC. (aka “DDFS”) a Florida Limited Liability Corporation as part of your purchase of DDFS DATA EXTRACTION SERVICES. This consent form is a legal agreement between you (either an individual or a legal entity) and Digital Discovery and Forensic Services, LLC.

BY CLICKING THE ACCEPT BUTTON AND PROCEEDING OR OTHERWISE USING THE SOFTWARE ON THIS DEVICE YOU AGREE TO BE BOUND BY THE TERMS OF THE CONSENT FORM AND REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER. IF YOU DO NOT AGREE TO ALL OF THE CONSENT FORM, THEN DO NOT CLICK THE ACCEPT BUTTON OR USE THE DEVICE. IF YOU AGREE TO THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU HEREBY REPRESENT TO DDFS THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON ITS BEHALF.

You hereby authorize Digital Discovery and Forensic Services, LLC. and any other person(s), including but not limited to a computer forensic examiner he/she may designate to assist him/her, to remove, take possession of and copy (image) and/or conduct a complete search of the following computer systems, mobile device, electronic data, and cloud sources, or any other electronic equipment capable of storing, retrieving and/or accessing data or necessary to assist in the accessing of said electronic data. I understand that a complete search may include the recovery of deleted files, and the bypassing of passwords or encryption. This specific consent applies to the following items: CONSENT TO SEARCH ELECTRONIC MEDIA. I further authorize Digital Discovery and Forensic Services, LLC. to copy and keep any documents, images, or data found on the computer equipment described above. I understand and acknowledge that I have an absolute right to refuse to give my consent and I hereby voluntarily waive this right. I am also aware that if I wish to withdraw my consent at any time during the seizure and / or search of the equipment/ data, it will be respected.

You agree to indemnify, defend and hold Digital Discovery and Forensic Services, LLC. and our partners, attorneys, staff and affiliates (collectively, “Affiliated Parties”) harmless from any and all liabilities, losses, claims and expenses, including reasonable attorney’s fees, arising.

Limitation of Liability. In no event will Digital Discovery and Forensic Services, LLC. be liable under this consent for any damages other than your direct damages to the extent arising from Digital Discovery and Forensic Services, LLC.’ fraud or willful misconduct, and in no event, shall Digital Discovery and Forensic Services, LLC. aggregate liability exceed the amounts paid by You to Digital Discovery and Forensic Services, LLC. for the Data Extraction and Forensic Services giving rise to such damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Digital Discovery and Forensic Services, LLC. BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, DATA, USE OR OPPORTUNITY, THE CORRUPTION OF DATA, THE PERFORMANCE.