



WD Elements™



Technical Support Services

<http://support.wd.com>
www.wd.com

North America	800.ASK.4WDC (800.275.4932)	Asia Pacific	+86.21.2603.7560 or http://support.wd.com/contact
Spanish	800.832.4778	Japan	0800.805.7293
Europe (toll free where available)	00800.27549338	Australia & New Zealand	+800.2275.4932
Europe/Middle East/Africa	+31.880062100	Russia	8.10.8002.3355011

d Award in Your Favor. For Disputes in which you or WDT seeks \$75,000 or less in damages, exclusive of attorney's fees and costs, if the arbitrator's decision results in an award to you in an amount greater than WDT's last written offer, if any, to settle the Dispute, WDT will: (i) pay you \$1,000 or the amount of the award, whichever is greater; (ii) pay you twice the amount of your reasonable attorney's fees, if any; and (iii) reimburse you for any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing the Dispute in arbitration. Except as agreed upon by you and WDT in writing, the arbitrator shall determine the amount of fees, costs, and expenses to be paid by WDT pursuant to this Section 6(d).

e **Attorney's Fees.** WDT will not seek its attorney's fees and expenses for any arbitration commenced involving a Dispute under this Agreement. Your right to attorney's fees and expenses under Section 6(d) above does not limit your rights to attorney's fees and expenses under applicable law; notwithstanding the foregoing, the arbitrator may not award duplicate awards of attorney's fees and expenses.

f **Opt-out.** You may elect to opt-out (exclude yourself) from the final, binding individual arbitration procedure and waive of class and representative proceedings specified in this Agreement by sending a written letter to the WDT Notice Address within thirty (30) days of your assent to this Agreement (including the purchase, download, installation or other use of WDT products and services) that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to arbitration.

g **Severability.** If any provision in this Agreement is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions as provided in Section 5; if Section 5 (but only Section 5) is found to be unenforceable, this entire Agreement shall be null and void.

Regulatory Compliance

FCC Class B Information

Operation of this device is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received.

This device has been tested and found to comply with the limits of a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This unit generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause interference to radio or television reception. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, you are encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and the receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/television technician for help.

Any changes or modifications not expressly approved by the manufacturer could void the user's authority to operate this equipment.

CAN ICES-3 (B) / NMB-3 (B) Statement

Cet appareil numérique de la classe B est conforme à la norme NMB-3 (B) du Canada. This device complies with Canadian ICES-3 (B).

Safety Compliance

Approved for US and Canada, CAN/CSA-C22.2 No. 60950-1, UL 60950-1: Safety of Information Technology Equipment. For use only with a UL Listed PC.

Approuvé pour les Etats-Unis et le Canada, CAN/CSA-C22.2 No. 60950-1, UL 60950-1: Sûreté d'équipement de technologie de l'information.

This device is only for use with the compatible UL Listed AC adapter. Cet appareil n'est destiné qu'à des adaptateurs compatibles marqués "UL Listed".

CE Compliance for Europe

Marking by the CE symbol indicates compliance of this system to the applicable Council Directives of the European Union, including the EMC Directive (2004/108/EC) and the Low Voltage Directive (2006/95/EC). A "Declaration of Conformity" in accordance with the applicable directives has been made and is on file at Western Digital Europe.

Die Markierung mit dem CE-Symbol zeigt an, dass dieses Gerät mit den anwendbaren Richtlinien der Europäischen Union übereinstimmt. Hierzu zählen auch die EMV-Richtlinie (2004/108/EG) sowie die Niederspannungsrichtlinie (2006/95/EG). Eine „Konformitätserklärung“ in Übereinstimmung mit den anwendbaren Richtlinien ist erstellt worden und kann bei Western Digital Europe eingesehen werden.

Le symbole CE indique que ce système est conforme aux directives du Conseil de l'Union Européenne, notamment à la Directive EMC (2004/108/CE) et la Directive Bassa Tensione (2006/95/CE). Une « déclaration de conformité » aux directives applicables a été déposée auprès de Western Digital Europe.

I marchi con il simbolo CE denotano la conformità di questo sistema alle direttive del Consiglio dell'Unione europea, ivi compresa la Direttiva EMC (2004/108/CE) e la Direttiva Bassa Tensione (2006/95/CE). In adempimento con la vigente direttiva è stata rilasciata una "Dichiarazione di conformità", depositata presso Western Digital Europe.

La marca con el símbolo CE indica el cumplimiento de este sistema con las correspondientes directivas del Consejo de la Unión Europea, que incluye la Directiva EMC (2004/108/CE) y la Directiva de bajo voltaje (2006/95/CE). Se ha realizado una "Declaración de conformidad" de acuerdo con las directivas correspondientes y se encuentra documentada en las instalaciones de Western Digital en Europa.

Märkning av CE-symbolen anger att detta systemet uppfyller kraven enligt det Europeiska Parlamentet och Rådets direktiv, inklusive EMC-direktiv (2004/108/EG) och Direktivet om Lågspänning (2006/95/EG). En "Förklaration om Överensstämmelse" har gjorts enligt de gällande direktiven och har registrerats hos Western Digital Europe.

Märking med CE-symbolen indikerer dette systemets overholdelse av gjeldende direktiver for EU, inkludert EMC-direktivet (2004/108/EG) og lavspenningsdirektivet (2006/95/EG). En "samsvarserklaring" i henhold til gjeldende direktiver har blitt skrevet og finnes arkivert hos Western Digital Europe.

CE-merkintä osoittaa tämän järjestelmän yhdenmukaistuksen olevan Euroopan unionin vastustoon direktiivien kanssa, mukaan lukien EMC-direktiivi (2004/108/CE), sekä alijännite-direktiivi (2006/95/EC). "Yhdenmukaistusvakuutus" sovellettavien direktiivien kanssa on tehty ja se on arkistoituuna Western Digital Europe:ssa.

Маркіровка символом CE свідчить про відповідність даної системи положенням директив Європейського Союзу, в тому числі Директиви об електромагнітній сумісності (2004/108/ЄС) і Директиви про низьковольтне обладнання (2006/95/ЄС). Заявлено про відповідність положенням директив, зроблених компанією Western Digital, які знаходяться в архіві веб-сайту європейського розподільця.

يشير التمرير بوضع الرمز CE الى توافق هذا النظام مع توجيهات المجلس القابلية للتطبيق الخاصة بالانحد الاورويب، بما في ذلك توجيهات التوافقية الكهرومغناطيسية (EMC) (2004/108/EC) وتوجيهات الحد الهربي المنخفض (2006/95/EC) وتر وضع "اعلان المطابفة" وفقا للتوجيهات القابلة للتطبيق وهو موجود في الملف على www.wd.com.

GS Mark (Germany only)

Maschinenlärminformations-Verordnung 3. GPSGV: Der höchste Schalldruckpegel beträgt 70 db(A) oder weniger gemäß EN ISO 7779, falls nicht anders gekennzeichnet oder spezifiziert.

KC Notice (Republic of Korea only)

기종별	사용자 안내문
B 급기(대형용용수출금지차)	이 기기는 가정용(B급) 전자파 적합기기로서 사용 환경에 따라 전자파가 발생할 수 있습니다.

Australia/New Zealand

Nothing in this warranty modifies or excludes your legal rights under the Australian Competition and Consumer Act or the New Zealand Consumer Guarantees Act. This warranty identifies WD's preferred approach to resolving warranty claims which is likely to be quick and simple for all parties.

No other warranties either express or implied by law, including but not limited to those contained in the Sale of Goods Act, or implied in the Product. If you purchased your Product in New Zealand for the purposes of a business, you acknowledge and agree that the New Zealand Consumer Guarantees Act does not apply.

In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

Warranty

WD warrants that the Product, in the course of its normal use, will be free from defects in material and workmanship and will conform to WD's specifications. The term of your warranty is 3 years in Australia and New Zealand, unless otherwise required by law. The term of your warranty period shall commence on the purchase date appearing on your purchase receipt from an authorized distributor or authorized reseller. Proof of purchase shall be required to be eligible for this warranty and to establish the commencement date of this warranty. Warranty service will not be provided unless the Product is returned to an authorized distributor, authorized reseller or regional WD return center where the Product was first shipped by WD. WD may at its discretion make extended warranties available for purchase. WD shall have no liability for any Product returned if WD determines that the Product was (i) not purchased from an authorized distributor or authorized reseller, (ii) not used in accordance with WD specifications and instructions, (iii) not used for its intended function, or (iv) stolen from WD, or that the asserted defect a) is not present, b) cannot reasonably be rectified because of damage occurring before WD receives the Product, or c) is attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external enclosures, including the mounting frame, unless the product is on the list of limited user-serviceable products and the specific alteration is within the scope of the applicable instructions, as found at <http://support.wd.com>), accident or mishandling while in the possession of someone other than WD.

PRODUCTS ARE COMPLEX AND FRAGILE ITEMS THAT MAY OCCASIONALLY FAIL DUE TO (A) EXTERNAL CAUSES, INCLUDING WITHOUT LIMITATION, MISHANDLING, EXPOSURE TO HEAT, COLD, AND HUMIDITY, AND POWER FAILURES, OR (B) INTERNAL FAILURES - SUCH AS LOGIC FAILURES OR FAILURE IN THE LOSS, CORRUPTION, DELETION OR ALTERATION OF DATA. NOTE THAT YOU SHALL BE RESPONSIBLE FOR THE LOSS, CORRUPTION, DELETION OR ALTERATION OF DATA HOWSOEVER CAUSED, AND FOR BACKING UP AND PROTECTING DATA AGAINST LOSS, CORRUPTION, DELETION OR ALTERATION. YOU AGREE TO CONTINUALLY BACK UP ALL DATA ON THE PRODUCT, AND TO COMPLETE A BACKUP PRIOR TO SEEKING ANY GENERAL SERVICE AND TECHNICAL SUPPORT FROM WD.

In Australia, if the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided it is far and reasonable to do so, WD limits its liability to replacement of the Product or supply of equivalent or better Product.

This warranty shall extend to repaired or replaced Products for the balance of the applicable period of the original warranty or ninety (90) days from the date of shipment of a repaired or replaced Product, whichever is longer. This warranty is WD's sole manufacturer's warranty and is applicable only to Products sold as new.

Obtaining Service

WD values your business and always attempts to provide you the very best of service. Should you encounter any problem, please give us an opportunity to address it before returning this Product. Most problems can be resolved through our knowledge base or e-mail support service at <http://support.wd.com>. If the answer is not available or, if you prefer, please contact WD at the applicable telephone number shown in the front of this document.

If you wish to make a claim, you should initially contact the dealer from whom you originally purchased the Product. If you are unable to contact the dealer from whom you originally purchased the Product, please visit our product support Web site at <http://support.wd.com> for information on how to obtain service or a Return Material Authorization (RMA). If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. An unauthorized return (i.e., one for which an RMA number has not been issued) will be returned to you at your expense. Authorized returns must be shipped in an approved shipping container, prepaid and insured, to the address provided with your RMA number. If following receipt of a qualifying claim under this warranty, WD or the dealer from whom you originally purchased the Product determines that your claim is valid, WD or such dealer shall, at its discretion, either repair or replace the Product with an equivalent or better Product or refund the cost of the Product to you. You are responsible for any expenses associated with a claim under this warranty. The benefits provided to you under this warranty are in addition to other rights and remedies available to you under the Australian Competition and Consumer Act or the New Zealand Consumer Guarantees Act.

Your original box and packaging materials should be kept for storing or shipping your WD product. To conclusively establish the period of warranty, check the warranty expiration (serial number required) via <http://support.wd.com>.

Western Digital Technologies, Inc.
3355 Michelson Drive, Suite 100
Irvine, California 92612

E-mail: support@wd.com

Warranty Information

All Regions Except Australia/New Zealand

Obtaining Service

WD values your business and always attempts to provide you the very best of service. If this Product requires maintenance, either contact the dealer from whom you originally purchased the Product or visit our product support Web site at <http://support.wd.com> for information on how to obtain service or a Return Material Authorization (RMA). If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. An unauthorized return (i.e., one for which an RMA number has not been issued) will be returned to you at your expense. Authorized returns must be shipped in an approved shipping container, prepaid and insured, to the address provided on your return paperwork. Your original box and packaging materials should be kept for storing or shipping your WD product. To conclusively establish the period of warranty, check the warranty expiration (serial number required) via <http://support.wd.com>. WD shall have no liability for lost data regardless of the cause, recovery of lost data, or data contained in any Product placed in its possession.

Limited Warranty

WD warrants that the Product, in the course of its normal use, will be free from defects in material and workmanship and will conform to WD's specifications therefor. The term of your limited warranty depends on the country in which your Product was purchased. The term of your limited warranty is for 1 year in the North, South and Central America regions; 2 years in the Europe, Middle East and Africa region; and 3 years in the Asia Pacific region, unless otherwise required by law. The term of your limited warranty period shall commence on the purchase date appearing on your purchase receipt. WD may at its discretion make extended warranties available for purchase. WD shall have no liability for any Product returned if WD determines that the Product was (i) not purchased from WD or that the asserted defect a) is not present, b) cannot reasonably be rectified because of damage occurring before WD receives the Product, or c) is attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external enclosures, unless the product is on the list of limited user-serviceable products and the specific alteration is within the scope of the applicable instructions, as found at <http://support.wd.com>), accident or mishandling while in the possession of someone other than WD. Subject to the limitations specified above, your sole and exclusive warranty shall be, during the period of warranty specified above and at WD's option, the repair or replacement of the Product with an equivalent or better Product. The foregoing warranty of WD shall extend to repaired or replaced Products for the balance of the applicable period of the original warranty or ninety (90) days from the date of shipment of a repaired or replaced Product, whichever is longer.

The foregoing limited warranty is WD's sole warranty and is applicable only to products sold as new. The remedies provided herein are in lieu of a) any and all other remedies and warranties, whether expressed, implied or statutory, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and b) any and all obligations and liabilities of WD for damages including, but not limited to accidental, consequential, or special damages, or any financial loss, lost profits or expenses, or lost data arising out of or in connection with the purchase, use, or performance of the Product, whether or not WD has been advised of the possibility of such damages. In the United States, some states do not allow exclusion or limitations of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and it may also have other rights which vary from state to state.

Garantieinformationen

Alle Regionen außer Australien/Neuseeland

Inanspruchnahme des Service

WD schätzt Sie als Kunden und ist immer bemüht, Ihnen den bestmöglichen Service zu bieten. Wenn dieses Produkt gewartet werden muss, wenden Sie sich entweder an den Händler, bei dem Sie das Produkt gekauft haben, oder an den Kundendienst. Wenn Sie unsere Website für Produktsupport unter <http://support.wd.com> besuchen, finden Sie Informationen zur Inanspruchnahme unseres Service und wie eine RMA (Waren-Rücksendeberechtigung) angefordert werden kann. Wird festgestellt, dass das Produkt defekt ist, erhalten Sie eine RMA-Nummer sowie Anweisungen zur Rücksendung des Produkts. Eine nicht autorisierte Rücksendung, (d. h. eine Sendung, für die keine RMA-Nummer erteilt wurde), wird zu Ihren Lasten an Sie zurückgeschickt. Autorisierte Rücksendungen sind im Voraus zu bezahlen, entsprechend zu versichern und in einer zulässigen Versandverpackung an die auf Ihren Rücksendunterlagen angegebene Adresse zu richten. Der Originalkarton und das entsprechende Verpackungsmaterial sollen zur Lagerung und zum Versand Ihres WD-Produkts stets aufbewahrt werden. Um festzustellen, ob Ihre Garantie noch gültig ist, prüfen Sie die verbleibende Garantiedauer für das Produkt (Seriennummer erforderlich) unter <http://support.wd.com>. WD haftet weder für den Verlust von Daten, unabhängig von der Ursache, noch deren Wiederherstellung oder für Daten, die auf Produkten gespeichert sind, die sich im Besitz von WD befinden.

Beschränkte Garantie

WD garantiert, dass das Produkt bei normaler Benutzung, für den weiter unten bestimmten Zeitraum, keine Material- und Verarbeitungsfehler aufweist, und dass es den WD-Spezifikationen entspricht. Die Geltungsdauer Ihrer beschränkten Garantie hängt davon ab, in welchem Land Sie das Produkt erworben haben. Die Geltungsdauer Ihrer beschränkten Garantie beträgt 1 Jahr in den Regionen Nord-, Süd- und Zentralamerika, 2 Jahre in den Regionen Europa, Mittlerer Osten und Afrika, und 3 Jahre in den Regionen Asien und Pazifik, insofern gesetzlich nicht anders vorgeschrieben. Die beschränkte Garantie beginnt mit dem Datum des Kaufbelegs. WD bietet unter Umständen nach eigenem Ermessen erweiterte Garantieleistungen zum Kauf an. WD übernimmt keine Haftung für die Rücksendung des Produkts, wenn WD feststellt, dass das Produkt auf unrechtmäßige Weise von WD erhalten wurde oder dass der montierte Defekt (a) nicht existiert, b) nicht behoben werden kann, da der Schaden nachweislich entstanden ist, bevor es im Besitz von WD war oder c) auf falsche Anwendung, unsachgemäße Installation, Änderungen (einschließlich des Entfernens oder Zerstörens von Etiketten und Öffnern oder Entfernen von Gehäusen, es sei denn, das Produkt ist auf der Liste von benutzerwärtbaren Produkten verzeichnet und die spezifische Änderung liegt innerhalb der Bereiche der anwendbaren Anweisungen wie beschrieben unter <http://support.wd.com>), einem Unfall oder falscher Handhabung während es im Besitz einer anderen Person als WD war, zurückzuführen ist. Unter Beachtung der oben genannten Einschränkungen besteht Ihr einziger und ausschließlicher Garantieschutz während der Dauer der genannten Garantie und nach demessen von WD in einer Reparatur, Ersatz des defekten Produkts oder dem Austausch des Produkts gegen ein gleichwertiges oder besseres Produkt. Für reparierte oder umgetauschte Produkte gilt entweder die Restlaufzeit der ursprünglichen Produktgarantie oder eine Garantiezeit von neunzig (90) Tagen, je nachdem welche der beiden Möglichkeiten zu einer längeren verbleibenden Garantiezeit führt. Die beschriebene, beschränkte Garantie ist die einzige Garantieleistung von WD und gilt ausschließlich für ausschließlich für neu verkaufte Produkte. Die in den Leistungen werden erbracht an Stelle von a) jeglichen anderen Garantieleistungen, ob ausdrücklich, impliziert oder gesetzlich festgelegt, einschließlich aber nicht beschränkt auf jegliche implizierte Zusage der allgemeinen oder erforderlicher Gebrauchstauglichkeit und b) jegliche Verpflichtungen und Haftung seitens WD für Schäden einschließlich aber nicht beschränkt auf Neben-, Folge- oder spezielle Schäden bzw. finanzielle Verluste, Profitverlust oder Ausgaben sowie Datenverlust, die in Verbindung mit dem Kauf, dem Einsatz oder der Leistung des Produkts stehen, auch wenn WD auf die Möglichkeit solcher Schäden aufmerksam gemacht wurde.

Die beschriebene, beschränkte Garantie ist die einzige Garantieleistung von WD und gilt ausschließlich für ausschließlich für neu verkaufte Produkte. Die in den Leistungen werden erbracht an Stelle von a) jeglichen anderen Garantieleistungen, ob ausdrücklich, impliziert oder gesetzlich festgelegt, einschließlich aber nicht beschränkt auf jegliche implizierte Zusage der allgemeinen oder erforderlicher Gebrauchstauglichkeit und b) jegliche Verpflichtungen und Haftung seitens WD für Schäden einschließlich aber nicht beschränkt auf Neben-, Folge- oder spezielle Schäden bzw. finanzielle Verluste, Profitverlust oder Ausgaben sowie Datenverlust, die in Verbindung mit dem Kauf, dem Einsatz oder der Leistung des Produkts stehen, auch wenn WD auf die Möglichkeit solcher Schäden aufmerksam gemacht wurde.

Informations sur la garantie

Toutes régions sauf l'Australie et la Nouvelle Zélande

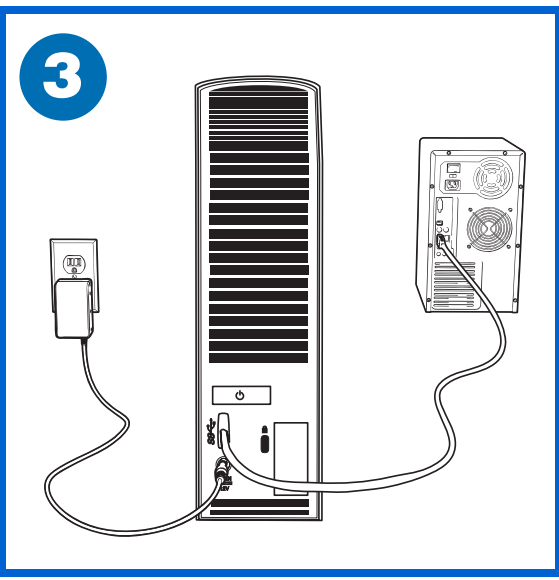
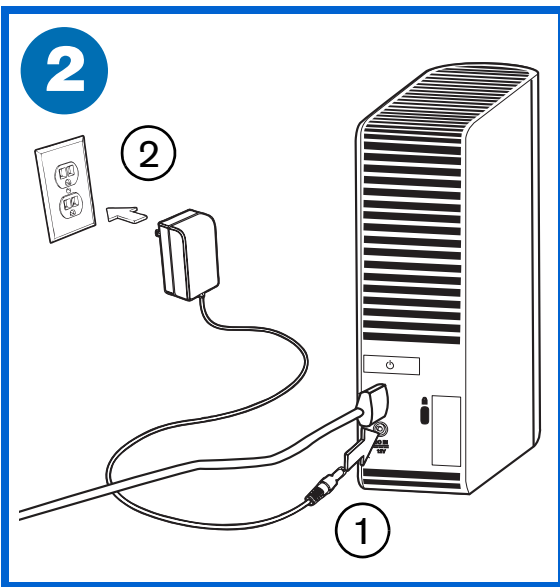
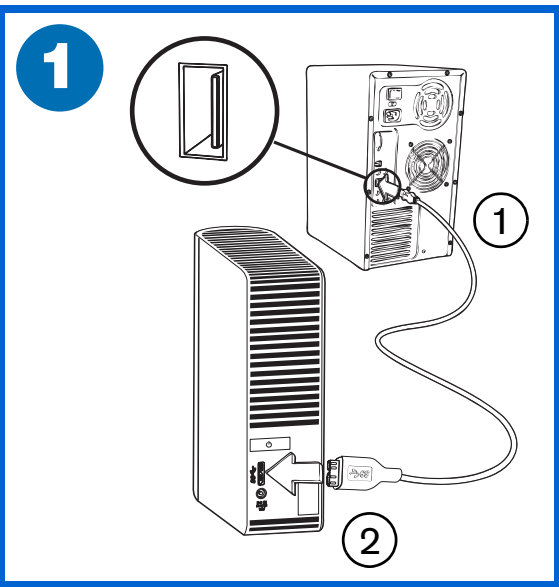
Obtention de service

WD apprécie votre clientèle et tente de vous fournir les meilleurs services. Si ce Produit nécessite une intervention de maintenance, vous pouvez contacter le vendeur chez qui vous avez acheté le Produit ou consulter notre site Web à l'adresse <http://support.wd.com> pour savoir comment obtenir une assistance ou une autorisation de retour de matériel (RMA). Si est déterminé que le Produit peut être défectueux, vous recevrez un numéro de RMA et des instructions pour le renvoi du Produit. Les retours non autorisés (c'est-à-dire ceux sans numéro RMA) vous seront renvoyés à vos frais. Les retours autorisés doivent être envoyés dans un conteneur conforme, préparés et assurés, à l'adresse fournie sur vos documents de retour. Le carton et l'emballage d'origine doivent être conservés pour le stockage et l'envoi de votre produit à WD. Pour établir de façon indiscutable la période de garantie, vérifiez la date d'expiration de la garantie (vous aurez besoin du numéro de série) à l'adresse <http://support.wd.com>. WD n'assume aucune responsabilité quant aux pertes de données, quelle qu'en soit leur cause, à la récupération de données perdues, ou aux données contenues dans tout Produit mis en sa possession.

Garantie limitée

WD garantit le produit contre les vices de fabrication et de matériel dans des conditions normales d'utilisation pour la période indiquée ci-dessous et garantit conformément aux spécifications WD mentionnées dans la présente. La période de votre garantie limitée dépend du pays où le produit a été acquis. La période de la garantie limitée est de 1 ans en Amérique du Nord, en Amérique du Sud et en Amérique centrale, de 2 ans en Europe, au Moyen-Orient et en Afrique, et de 3 ans en Asie et en Australie, dans toute la mesure autorisée par la loi. La période de votre garantie limitée commencera à la date d'achat apparaissant sur votre facture. WD peut à sa seule discrétion proposer à la vente des extensions de garantie, renvoyé si le produit est défectueux. WD n'assume aucune responsabilité quant aux pertes de données, quelle qu'en soit leur cause, à la récupération de données perdues, ou aux données contenues dans tout Produit mis en sa possession.

La garantie limitée mentionnée est la seule garantie de WD et s'applique uniquement à des produits vendus en tant que produits neufs. Les recours fournis ici sont donnés en lieu et place de a) tout recours et toute garantie, expresse, implicite ou légale, y compris, mais sans s'y limiter, toute garantie implicite de valeur marchande ou d'adéquation à un usage particulier; et b) toute obligation et toute responsabilité pour des dommages, y compris, mais sans s'y limiter, les dommages accidentels, indirects ou spéciaux, ou toute perte financière, tout manque à gagner ou frais, ou données perdues à la suite de ou liée à l'achat, l'utilisation ou la mise en œuvre du Produit, même si WD a été averti de la possibilité de tels dommages.



BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AGREEMENT

IMPORTANT - READ CAREFULLY. YOUR PURCHASE IS SUBJECT TO THE TERMS OF THIS BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AGREEMENT (THIS "AGREEMENT"), AND OTHER TERMS AS APPLICABLE TO PARTICULAR PRODUCTS OR SERVICES. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

1. Disputes. The terms of this Agreement shall apply to all Disputes between you and Western Digital Technologies, Inc. and its affiliates (collectively, "WDT"). For the purposes of this Agreement and subject to the exceptions set forth in this Section 1, "Dispute" shall mean any dispute, claim, or action between you and WDT arising out of or relating to all WDT products and services, including without limitation hardware and software products, this Agreement, or other transaction involving you and WDT, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. **YOU AND WDT AGREE THAT "DISPUTE" AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR WDT FOR (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT OR MISUSE, AND (D) TRADEMARK INFRINGEMENT OR DILUTION. MOREOVER, NOTWITHSTANDING SECTION 6, YOU AGREE THAT A COURT, NOT THE ARBITRATOR, MAY DECIDE IF A CLAIM FALLS WITHIN ONE OF THESE FOUR EXCEPTIONS.**

2. Binding Arbitration. You and WDT further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions in this agreement; (b) the Agreement memorializes a transaction in interstate commerce; and (c) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Agreement. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.** The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

3. Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

4. Dispute Notice. In the event of a Dispute, you or WDT must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to WDT must be addressed to: Western Digital Technologies, Inc., ATTN: Legal Department, 3355 Michelson Drive, Suite 100, Irvine, CA 92612, U.S.A. (the "WDT Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address WDT on file or otherwise in our records for you. If WDT and you do not reach an agreement to resolve the Dispute within sixty (60) days

after the Dispute Notice is received, you or WDT may commence an arbitration proceeding pursuant to this Agreement. Following submission and receipt of the Dispute Notice, each of the parties agree to act in good faith to seek to resolve the Dispute before commencing arbitration.

5. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND WDT AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS AGREEMENT, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

6. Arbitration Procedure. If a party elects to commence arbitration, the arbitration shall be governed by the rules of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution, all of which are excluded from the definition of "Disputes" in Section 1. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.

a) Initiation of Arbitration Proceeding. If either you or WDT decides to arbitrate a Dispute, both parties agree to the following procedure:

(i) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").

(ii) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92668, U.S.A.

(iii) Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(iv) Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by WDT or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or WDT is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

c) Arbitration Fees. WDT shall pay, or (if applicable) reimburse you for, all JAMS filing, administration, and arbitrator fees for any arbitration commenced (by you or WDT) pursuant to provisions of this Agreement.

