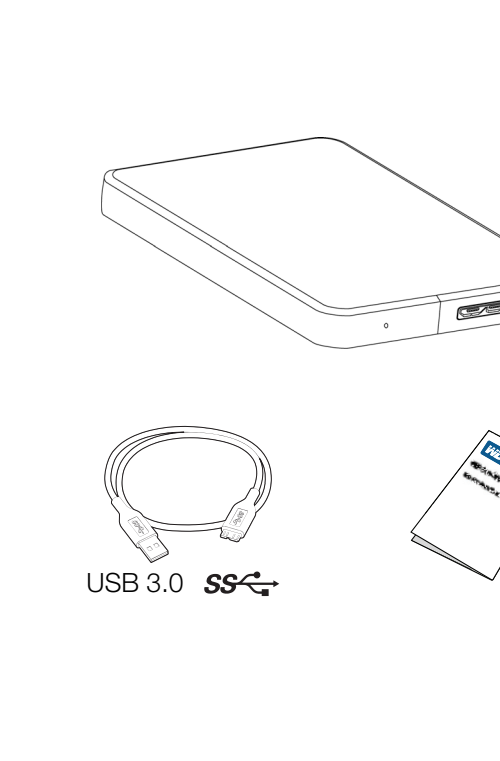


# WD Elements™



### 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, 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. HOWEVER, 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) this 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 it, the facts 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 has 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

No other warranties either express or implied by law, including but not limited to those contained in the Sale of Goods Act, are made with respect to the Product. If you are a household user or consumer, 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 for the term defined below, be free from defects in material and workmanship and will conform to WD’s specifications. The term of your warranty in Australia and New Zealand is three (3) years 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 is 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 for repair or replacement. You may have a choice as to where to return the Product. The Product will be repaired or replaced, at the discretion made by the distributor or reseller to whom you return the Product. 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 is: (a) not present, b) cannot reasonably be rectified because of damage occurring before WD receives the Product, or c) 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 BE OCCASIONALLY DAMAGED BY IMPROPER HANDLING, INCLUDING VIBRATION WITHOUT LIMITATION, MISHANDLING, EXPOSURE TO HEAT, COLD, AND HUMIDITY, AND POWER FAILURES. OR (B) INTERNAL FAILURES, SUCH FAILURES CAN RESULT IN THE LOSS, CORRUPTION, DELETION OR ALTERATION OF DATA. NOTE THAT YOU SHALL BE RESPONSIBLE FOR BACKUP OF YOUR DATA. CORRUPTION, DELETION OR ALTERATION OF DATA HOWEVER CAUSED, AND FOR BACKING UP AND PROTECTING DATA AGAINST LOSS, CORRUPTION, OR REMOVAL OF DATA. YOU SHOULD TAKE ALL APPROPRIATE PRECAUTIONS TO 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, it shall be repaired or replaced, at the discretion of the distributor or authorized reseller to whom you return the Product. 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 is: (a) not present, b) cannot reasonably be rectified because of damage occurring before WD receives the Product, or c) 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.

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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, the carrier or the lost data arising out of the lost data arising out of the loss of performance of the Product, even if 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. In certain jurisdictions, you may have specific legal rights, and you may also have other rights which vary from state to state.

### Informazioni sulla garanzia

Tutte le regioni ad eccezione di Australia/Nuova Zelanda

### Come ottenere assistenza

WD vi aiuta per aver scelto un proprio prodotto e tenterà sempre di soddisfarvi qualsiasi esigenza di assistenza. Se questo prodotto necessita di manutenzione, rivolgersi al rivenditore presso il quale è stata acquistata o visitare il sito Web di supporto dei prodotti all'indirizzo http://support.wd.com per richiedere informazioni su come ottenere assistenza o un numero RMA. Se si determina che il Prodotto è difettoso, verrà assegnato un numero RMA e l'utente riceverà istruzioni su come effettuare la resa. Un reso non autorizzato (ad esempio, privo dell'obbligatorio numero RMA) verrà restituito a spese dell'utente. I resi autorizzati devono essere inviati all'indirizzo riportato sulla documentazione di reso fornita in un contenitore di spedizione approvato. Il proprietario del Prodotto deve assicurarsi di conservare il contenitore e il materiale di imballaggio per custodire o spedire il prodotto. Per stabilire in maniera definita il periodo di garanzia, controllare la scadenza della garanzia (numero di serie richiesto) tramite http://support.wd.com. WD non sarà in alcun modo responsabile per la perdita di dati, qualunque sia la causa, né per il ripristino di dati persi o i dati contenuti in qualsiasi prodotto restituito in suo possesso.

#### Garanzia limitata

WD garantisce che il Prodotto, utilizzato normalmente, sarà privo di difetti nei materiali e nella manodopera per il periodo specificato di seguito, tranne se altrimenti previsto dalla legge e sarà pertanto conforme alle specifiche di WD. Il termine della garanzia limitata dipende dal paese in cui il prodotto è stato acquistato. Il termine sarà pertanto di 1 anni nella regione dell'America Settentrionale, Centrale e Meridionale, 2 anni in Europa, Medio Oriente e Africa e 3 anni nella regione Asia Pacifico, tranne se prescritto altrimenti per legge o per disposizione nazionale. Il titolare della garanzia deve conservare l'originale del proprio documento di acquisto, o consiglio di conservare il contenitore e il materiale di imballaggio per custodire o spedire il prodotto. Per stabilire in maniera definita il periodo di garanzia, controllare la scadenza della garanzia (numero di serie richiesto) tramite http://support.wd.com. WD non sarà in alcun modo responsabile per la perdita di dati, qualunque sia la causa, né per il ripristino di dati persi o i dati contenuti in qualsiasi prodotto restituito in suo possesso.

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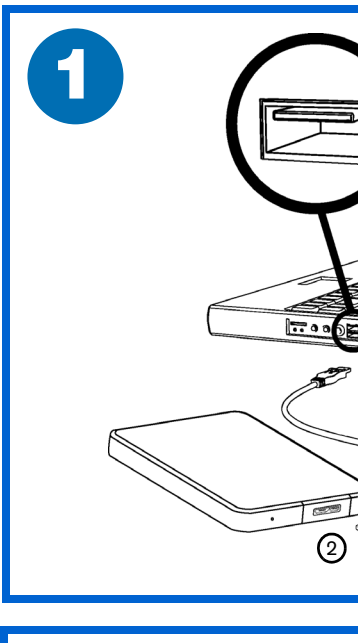
La presente garanzia limitata è la sola garanzia di WD ed è applicabile esclusivamente ai prodotti venduti come nuovi. I rimedi ivi offerti sono in luogo di ogni qualsiasi e tutti gli altri rimedi e garanzie esplicite, implicite o impongibili per legge, comprese e non limitate a qualsiasi garanzia di commerciabilità o di adeguatezza per un determinato scopo e i qualsiasi e tutti gli obblighi e le responsabilità di WD in danno, comprese e non limitati ai danni accidentali, consequenziali o speciali o di qualsiasi perdita finanziaria, perdita di profitti o spese, nonché perdita di dati conseguiti all'acquisto, all'impiego o alle prestazioni del Prodotto anche se WD era al corrente della possibilità di tali danni.

### Technical Support Services

http://support.wd.com

www.wd.com

North America	800.ASK.A4DD (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	8.10.8002.335511



pursuant to this Agreement. Following submission and receipt of the Dispute Notice, each of the parties agrees 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 MAYBRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURGED CLASS OR REPRESENTATIVE PROCEEDING. INCLUDING BUT NOT LIMITED TO, CROSS CLAIM 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, 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 is for trade secret misappropriation, patent infringement, copyright infringement or mis-use, 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, unless the parties agree to vary the address.  
 b) 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) Arbitrator’s Fees. WDT shall pay (i) all arbitrator’s reimburse you for, all JAMS filing, administration, and arbitrator fees (if applicable) commenced by you or WDT (ii) pursuant to provisions of this Agreement.  
 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 pay the amount of \$1,000 or the amount of your 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).

**7. Severability.** If any provision in this Agreement is found to be unenforceable, that provision shall be severed from 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 and Section 6 (but only Section 6) is found to be unenforceable, this entire Agreement shall be null and void.

**Regulatory Compliance**  
**9G 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 tests 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 following instructions, may cause interference to radio and 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. Approved for use with all UL Listed PC.  
 Approuvé pour les États-Unis et le Canada. CAN/CSA-C22.2 No. 60950-1, UL 60950-1: Sécurité d’équipement de technologie de l’information.  
 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 loss of business, or any loss of data arising out of the loss of performance of the Product, even if 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. In certain jurisdictions, you may have specific legal rights, and you may also have other rights which vary from state to state.

**Garantieinformationen**  
 Alle Regionen außer Australien/Neuseeland  
**Inanspruchnahme des Service**  
 WD schützt 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 ursprünglich erworben haben, oder besuchen Sie unsere Website für Produktsupport unter http://support.wd.com. Hier finden Sie den Kontakt zur Inanspruchnahme des Service und weitere Informationen. Falls Sie eine 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 kein 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 Rücksendeunterlagen 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 hilft weder bei der 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.

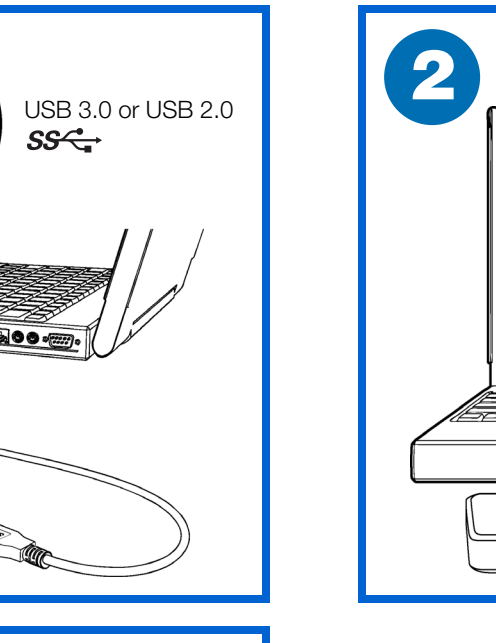
**Beschränkte Garantie**  
 WD garantiert, dass das Produkt bei normaler Benutzung, für den weitaus unter bestimmten Zeitraum, meine Material- und Verarbeitungsfehler aufweist, und dass es den WD-Spezifikationen entspricht. Die Geltungsdauer Ihrer beschränkten Garantie hängt davon ab, in welchem Land Sie das Produkt erworben haben. Die Garantiezeit umfasst drei (3) Jahre ab dem Kaufdatum, 2 Jahre 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, in sofern gesetzlich nicht anders vorgesehen ist. Die Beschränkung der Garantiezeit ist nicht behoben werden kann, da der Hersteller nachweislich erstanden ist, bevor es im Besitz von WD war oder c) auf falsche Anwendung, unsachgemäße Installation, Änderungen (inschließlich des Entfernens oder Zerstörens von Etiketten und Öffnern 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), sind zwar nicht auf falsche Handhabung (während es im Besitz von WD war), sondern auf den Austausch des Produkts gegen ein gleichwertiges oder besseres Produkt. Für reparierte oder umgetauschte Produkte gilt entweder die Restlaufzeit der ursprünglichen oder der neuen Garantie, je nachdem, was länger ist, oder die längere der beiden Möglichkeiten zu einer längerem verbleibenden Garantiezeit führt.

Die beschriebene, beschränkte Garantie ist die einzige Garantieleistung von WD als Gewährleistung für die neue Verlässlichkeit für das Produkt. Die Beschränkung der Garantiezeit ist nicht behoben werden erbracht an Stelle von a) jeglichen anderen Garantieleistungen, ob ausdrücklich, impliziert oder gesetzlich festgelegt, einschließlich aber nicht beschränkt auf jegliche implizite Zusicherung der allgemeinen oder erforderlicher Gebrauchstauglichkeit und b) jeglichen Verpflichtungen und Haftung seitens WD für die Beschaffenheit der Produkte und die Einhaltung der Spezifikationen des Produkts.

**Garanzia Limitata**  
 A WD garante que o Produto no curso de seu uso normal não apresentará defeitos em relação ao material e à fabricação e estará de acordo com as especificações da WD pelo período definido acima. Esse período de garantia limitada depende do país no qual seu Produto foi adquirido. O período de garantia é de 1 ano nas Américas do Norte, Central e do Sul, de 2 anos na Europa, Oriente Médio e África, e de 3 anos na região Asia-Pacífico, a não ser que de outra forma exigido pela lei. O período da garantia limitada se inicia na data da compra indicada na nota fiscal. A WD pode, a sua total discreção, ampliar as garantias disponíveis para a compra. A WD não terá nenhuma responsabilidade por nenhum Produto devolvido se a WD determinar que o Produto foi retornado da WD ou que o defeito declarado (a) não estiver presente, (b) não puder ser corrigido razoavelmente devido a danos ocorridos antes de a WD receber o Produto, ou c) for atribuído a uso indevido, instalação incorreta, alteração (incluindo remoção ou obstrução de etiquetas e abertura ou remoção de gabinetes externos, a menos que o produto esteja na lista de produtos com manutenção pelo usuário) ou qualquer outra violação das instruções de instalação e manutenção especificadas de acordo com o endereço http://support.wd.com), acidente ou manuseio indevido enquanto em posse de terceiros que não a WD. De acordo com as limitações especificadas acima, sua única e exclusiva garantia será, durante o período da garantia especificado e por escolha da WD, o reparo ou a substituição do Produto por outro melhor ou equivalente. A garantia prevista pela WD se estenderá a produtos reparados ou substituídos dentro do período aplicável restante da garantia original ou pelo tempo restante da data da remessa do produto reparado ou substituído, seja qual for o maior.

A garantia limitada prevista é a única garantia da WD e é aplicável somente aos produtos vendidos como novos. Os recursos fornecidos aqui substituem a) quaisquer e todos os outros recursos e garantias explícitos, implícitos ou estatutários, incluindo, mas não limitados a qualquer garantia implícita de comerciabilidade ou de adequação para qualquer finalidade específica e b) quaisquer e todas as obrigações e responsabilidades da WD por danos, incluindo, mas não limitadas a danos accidentais, consequenciais ou especiais ou de qualquer perda financeira, perda de utilidades ou gastos; ou a perda de informação como consequência de ou conexão a la compra, e o uso o desempenho do Produto, mesmo se a WD tiver sido informada sobre a possibilidade de tais danos. Nos Estados Unidos, alguns estados não permitem a exclusão ou limitações de danos incidentais ou consequenciais, sendo assim as limitações acima podem não ser aplicáveis ao seu caso. Esta garantia dá direitos legais específicos, sendo que você também pode ter outros direitos que variam em cada estado.

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award to you in an amount greater than WDT’s last written offer, if any, to settle the Dispute, WDT will pay the amount of \$1,000 or the amount of your 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).

**7. Severability.** If any provision in this Agreement is found to be unenforceable, that provision shall be severed from 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 and Section 6 (but only Section 6) is found to be unenforceable, this entire Agreement shall be null and void.

### Regulatory Compliance

**9G 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 tests 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 following instructions, may cause interference to radio and 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. Approved for use with all UL Listed PC.  
 Approuvé pour les États-Unis et le Canada. CAN/CSA-C22.2 No. 60950-1, UL 60950-1: Sécurité d’équipement de technologie de l’information.  
 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 loss of business, or any loss of data arising out of the loss of performance of the Product, even if 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. In certain jurisdictions, you may have specific legal rights, and you may also have other rights which vary from state to state.

### Garantieinformationen

Alle Regionen außer Australien/Neuseeland  
**Inanspruchnahme des Service**  
 WD schützt 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 ursprünglich erworben haben, oder besuchen Sie unsere Website für Produktsupport unter http://support.wd.com. Hier finden Sie den Kontakt zur Inanspruchnahme des Service und weitere Informationen. Falls Sie eine 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 kein 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 Rücksendeunterlagen 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 hilft weder bei der 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.

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