



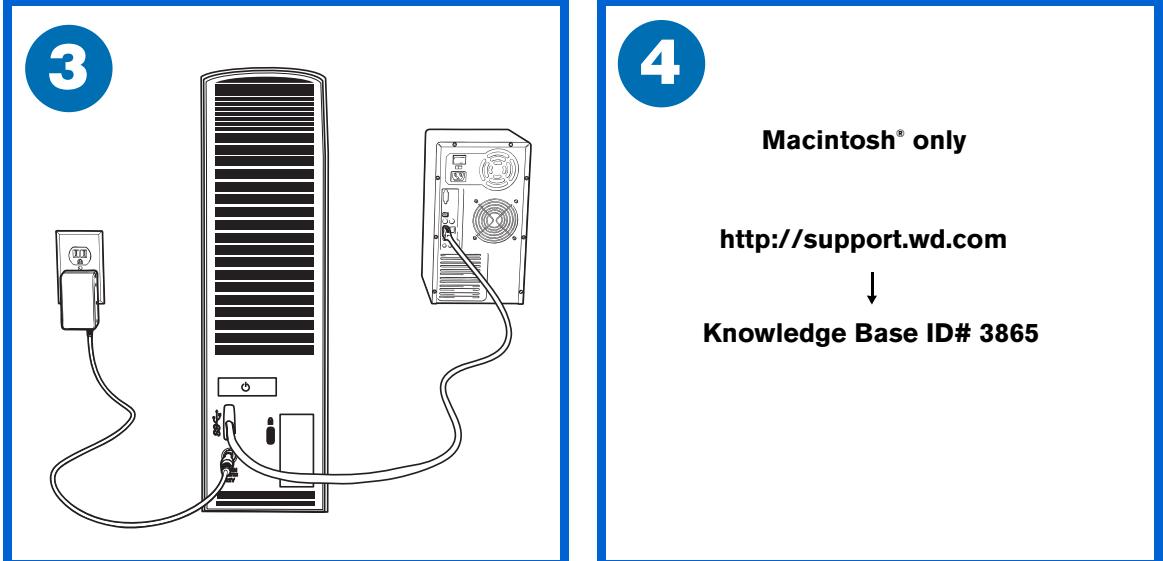
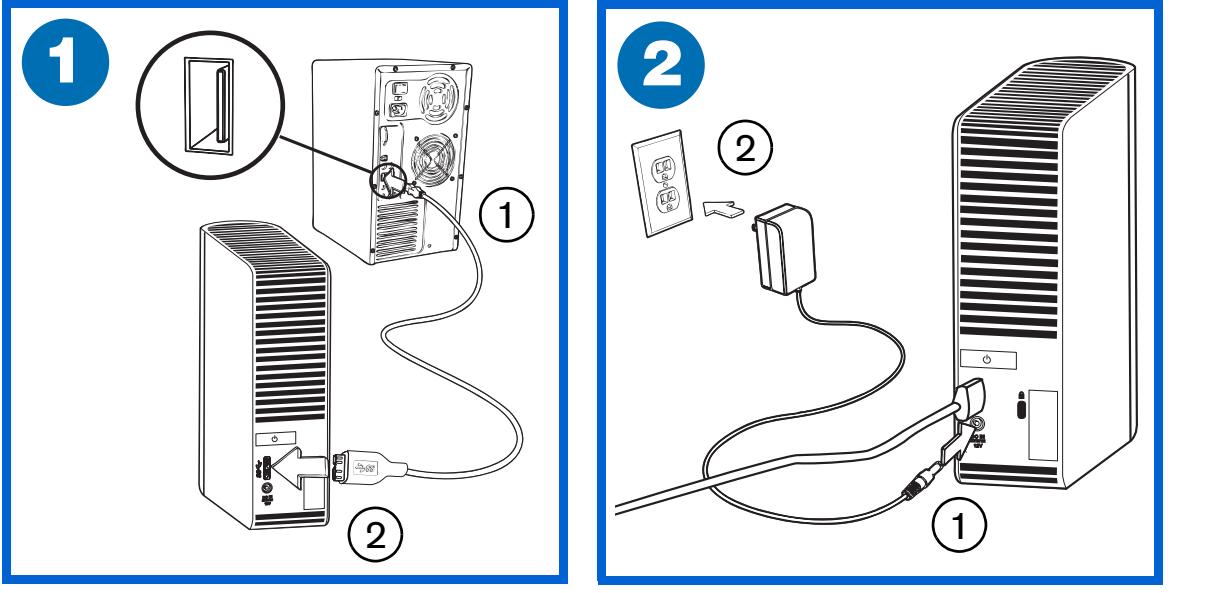
WD Elements™



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



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, “WD”). For the purposes of this Agreement and subject to the exclusions provided in this Section 1, “Dispute” shall mean any dispute, claim, or action between you and WD arising under or relating to all WD products and services, including without limitation hardware and software products, this Agreement, and other transaction involving you and WD, whether by contract, warranty, misrepresentation, fraud, tort, intentional tort, statutory regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowed by law. **YOU AND WD AGREE THAT “DISPUTE” AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION CONCERNING THE ENFORCEMENT OR VALIDITY OF YOUR, WD’S, OR THE OTHER LICENSORS’ INTELLECTUAL PROPERTY RIGHTS, INCLUDING CLAIMS OF (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT AND MISUSE, AND (D) TRADEMARK INFRINGEMENT AND DILUTION.**

2. Binding Arbitration. You and WD further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions herein; (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. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is pending only in that court. **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. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

3. Dispute Notice. In the event of a Dispute, you or WD 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 WD must be addressed to: Western Digital Technologies, Inc., ATTN: Legal Department, 3355 Michelson Drive, Suite 100, Irvine, CA 92612, U.S.A. (the “WD Notice Address”). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If WD and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or WD may commence an arbitration proceeding pursuant to this Agreement. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

4. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND WD 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 PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUTLIMITATION FEDERAL OR STATE CLASS ACTIONS, CLASS ARBITRATIONS, OR PRIVATE ATTORNEY GENERAL ACTIONS. 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.

5. 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 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, with the exception of issues relating to the enforceability of the arbitration provision, all issues related to this Agreement, including the Agreement’s scope and the arbitrability of a Dispute, are for the arbitrator to decide. 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 WD decide to arbitrate a Dispute, we 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 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 92868, 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.

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 WD or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or WD is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

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

d. Award in Your Favor. For Disputes in which you or we seek \$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 WD’s last written offer, if any, to settle the Dispute, WD 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 WD in writing, the arbitrator shall determine the amount of fees, costs, and expenses to be paid by WD pursuant to this Section 5(d).

e. Attorney’s Fees. WD will not seek its attorney’s fees and expenses for any arbitration commenced involving a Dispute underthis Agreement. Your right to attorney’s fees and expenses under Section 5(d) above does not limit your rights to attorney’s fees and expenses under applicable law; notwithstanding the foregoing, the arbitrator may not award duplicative 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 waiver 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 pre-dispute notification.

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 4; if Section 4 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.

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 harmful interference to radio communications. 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.

ICES-003/NMB-003 Statement

Cet appareil numérique de la classe B est conforme à la norme ICES-003 du Canada.

This device complies with Canadian ICES-003 Class B.

This product is intended to be supplied by a listed limited power source, double insulated, or direct plug-in power unit marked Class 2.

Safety Compliance

Approved for US and Canada. CAN/CSA-C22.2 No. 60950-1-07, UL-60950-1 December 19th, 2011: Safety of Information Technology Equipment.

Approuvé pour les Etats-Unis et le Canada. CAN/CSA-C22.2 No. 60950-1-07: Sécurité d’équipement de technologie de l’information.

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, einschließlich der Richtlinie über die elektromagnetische Verträglichkeit (EMC) (2004/108/EG) und der Low Voltage Richtlinie (2006/95/EG) sowie einer „Declaracion de Conformidad“ in Übereinstimmung steht, welche die entsprechenden Richtlinien erfüllt sind 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 CEM (2004/108/CE) et la Directive Basse tension (2006/95/CE). Une « déclaration de conformité » aux directives applicables a été déposée auprès de Western Digital Europe.

I mardi con il simbolo CE denotava 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 le vigenti direttive 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 CEM (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.

Markering av CE-symbolet anger att detta systemet uppfyller kraven enligt det Europeiska Parlamentet och Rådets direktiv, inklusive EMC-direktivet (2004/108/EC) och Direktivet om Lågspanning (2006/95/EC). En ”Förklarande om överensstämmlse” har gjorts enligt de relevanta direktiverna och har registrerats hos Western Digital Europe.

Markering med CE-symbolet indikerer dette systemet overholder de gjenlevende direktiv for EU, inkludert EMC-direktivet (2004/108/EC) og lavspenningsdirektivet (2006/95/EC). En ”samsvarserklæring” i henhold til gjenlevende direktiv har blitt skrevet og fiksert avkret med Western Digital Europe.

CE-merkinti osittaa tähän järjestelmään yhdenmukaisuuden soveltuvaltaan kaiken Euroopan unionin neuvoston direktiivien kanssa, muukaan lukuun EMC-direktiivi (2004/108/EC), sekä alijärjestödirektiivi (2006/95/EC), ”Yhdenmukaisuusvaatimus” soveltuvaltaan direktiivien kanssa tehty ja se on arkistoitu Western Digital Europe:ssa.

Маркировка символом CE свидетельствует о соответствии настоящей системы положениям применимых директив Совета Европейского Союза, в том числе директивы об электромагнитной совместимости (2004/108/EC) и директивы о низковольтном оборудовании (2006/95/EC). Заявление о соответствии положениям применимых директив, сделанное компанией Western Digital, находится в архиве её европейского подразделения.

شنسن التبرير بوضع الرمز CE لي تتوافق هذا النظام مع توجيهات المجلس القالبة للطريق والخاصة بالآحاد الإلزامي، بما في ذلك توجيهات الوعائية الكهرومغناطيسية (2004/108/EC) وتوجيهات الجهد (2006/95/EC). وتم وضع “[اعلان المطابقة]” على توجيهات القالبة الطبيعية وهو موجود في ملف على الشركة.

Western Digital Europe: شنسن التبرير بوضع الرمز CE لي تتوافق هذا النظام مع توجيهات المجلس القالبة للآحاد الإلزامي، بما في ذلك توجيهات الوعائية الكهرومغناطيسية (2004/108/EC) وتوجيهات الجهد (2006/95/EC). وتم وضع “[اعلان المطابقة]” على توجيهات القالبة الطبيعية وهو موجود في ملف على الشركة.

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)

기준법

사용자 안내문

한국 기기기증증명서 사용자 안내문

이 문서는 기기기증증명서(금) 전자파적합기기로서 주로 가정에서 사용하는 것을 목적으로 하며, 이를 자격으로 서면 사용할 수 있습니다.

Garantieinformationen

Warranty Information

All Regions Except Australia/New Zealand

Obtaining Service

WD values your business and always attempts to provide you the very best 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. Authorized returns (i.e., those made 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 for the term defined below, be free from defects in material and workmanship and will conform to the specification thereafter. The term of your limited warranty period shall commence on the purchase date appearing on your purchase receipt from an authorized reseller. WD shall have no liability for any Product returned if WD determines that the Product was stolen from WD or that the asserted defect 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), damage resulting from an accident, or damage caused by unauthorized repair, modification or combination of WD products and/or accessories, or damage resulting from abnormal operation of the Product, or damage resulting from use of the Product with unauthorized or incompatible products or equipment, or damage resulting from use of the Product in an unauthorized manner, or damage resulting from use of the Product in a manner which violates the terms of the warranty, or damage resulting from use of the Product in a manner which violates any applicable laws, regulations or ordinances, or damage resulting from use of the Product in a manner which endangers the safety of persons or property, or damage resulting from use of the Product in a manner which violates any express or implied warranties, representations or agreements concerning the Product, or damage resulting from use of the Product in a manner which violates any express or implied terms of the warranty, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s User Manual, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Terms of Use, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s End User License Agreement, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Software License Agreement, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Hardware License Agreement, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Service Agreement, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Support Agreement, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Returns Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Refund Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Exchange Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Credit Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Price Adjustment Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Shipping Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Returns and Refunds Policy, or damage resulting from use of the Product in a manner which violates any express or implied terms of the Product’s Exchange and Refund Policy, or damage resulting from use of the Product in a manner which violates any express or implied

