

Terms and Conditions

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- use any device, program, or process to copy or monitor any portion of any Western Digital Portal other than as permitted by these terms;
- undertake any activities that disrupt the operation of a Western Digital Portal or any of the Materials or services provided via the Portal;
- use any Western Digital Portal in any way that is unlawful or otherwise prohibited by these terms; and
- disclose any password required for access to a Western Digital Portal or to Materials or services accessible via a Western Digital Portal to any person, under any circumstances. You are solely responsible for maintaining the confidentiality of any password connected to your use of any Western Digital Portal.

You agree to notify Western Digital immediately if you fail to comply with any of these general restrictions, are no longer engaged in the commercial purpose for which your password was provided, and/or if you are aware of any unauthorized use of your password.

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Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any fault of the Receiving Party or any of its representatives (including permitted third-party providers); (b) is or becomes available to the Receiving Party on a non-confidential or licensed basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable law; provided that Receiving Party immediately notifies the Disclosing Party of such required disclosure, asserts any applicable privileges available with respect to such disclosure and, upon the Disclosing Party’s request, reasonably cooperates with the Disclosing Party in seeking confidential treatment of such Confidential Information or other available relief

Furthermore, the Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to consider a possible business arrangement with Western Digital and/or for Western Digital’s products; and (c) not disclose any such Confidential Information to any individual or entity, except to the Receiving Party’s representatives who need to know the Confidential Information and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein. The Receiving Party shall be responsible for any breach of this section caused by any of its representatives.

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In the course of registering for access to or using a Western Digital Portal, you may need to submit personal information (such as identification or contact details). All personal data provided via a Western Digital Portal, will be processed in accordance with Western Digital Privacy Statement located at: <https://www.westerndigital.com/legal/privacy-statement>

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You agree that you are solely responsible for any information or material that you create, transmit, submit, or display via a Western Digital Portal and for the consequences of your actions in creating, transmitting, submitting, or displaying such information and/or materials. You grant Western Digital a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, display, transfer, and disclose any information or material you submit via a Western Digital Portal.

In contributing any content to or via any Western Digital Portal, you agree that you will only contribute information or material:

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- that you lawfully obtained;
- that is free of viruses or other harmful code;
- that is relevant to the purpose for which you have been granted access to the Western Digital Portal;
- that is accurate and complete; and
- if the material is subject to license—that you are permitted in accordance with any applicable licensing agreement to provide the material to the Western Digital Portal.

In contributing any content to or via any Western Digital Portal, you agree that you will not contribute information or material that:

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4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
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Legal Department
Western Digital
3355 Michelson Drive, Suite 100
Irvine, California 92612
Tel: 949.672.7000
Fax: 949.672.6604
Email: copyrightagent@wdc.com

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