

Seagate[®] Rescue[™] Data Recovery Service

Program Terms

These program terms describe Rescue[™] data recovery services for which you may be eligible. The program terms include the Frequently Asked Questions (FAQ) below and the attached Rescue[™] General Terms. By requesting Rescue services, you agree that these program terms govern any data recovery services that Seagate Recovery Services (SRS) and any other Seagate Technology company may attempt to provide to you. There are limitations about what data can be recovered under the Rescue program (*e.g.*, not all data is always recoverable), so please carefully review these program terms to understand what the Rescue program does and does not cover.

Frequently Asked Questions (FAQ)

What services am I entitled to under the Rescue program?

Under the Rescue program, if you purchased a Rescue services plan or a product that includes a Rescue services plan then you are eligible for **one (1) Rescue data recovery attempt within the warranty period of the device.**

How do I submit a case under the Rescue program?

If you suffer a data loss event within the warranty period of your product, and you are eligible to participate in and submit a case under the Rescue program, contact SRS at (1-800-723-1183) in the US, or if you are calling from outside the US please visit our website for numbers in your local and language: <http://www.seagate.com/contacts/contact-numbers/>. An SRS representative will review your case to confirm your eligibility for Rescue Service.

How do I ship my device to Seagate if in-lab recovery services are required?

If a Seagate SRS representative advises you to send your media to one of our labs for recovery, you will need to send your device to an SRS lab for a recovery attempt. You are responsible for shipping your device to the SRS facility for in-lab servicing. The Rescue program does not cover the cost of shipping your device to the SRS lab for in-lab servicing. If SRS is able to recover your data, however, we will pay for return shipping. When you return the product to SRS, you must use the original device packaging or packaging that provides an equal or greater level of protection to prevent any further damage to the device. You will be responsible for any risk of loss of the device until it is received by SRS.

What happens if my device requires in-lab recovery services?

Once the Seagate SRS facility receives your device, the following steps will be taken:

- *Assessment.* An SRS representative will assess your data loss event.
- *Recovery Effort.* SRS representatives will attempt to recover your lost files and data. SRS's on-line tracking system allows you to follow your case's progress.
- *Return of Recovered Data.* Your recovered data will be loaded on a replacement device and returned to you.
- *Data Unrecoverable.* In some cases, your device may have suffered significant damage and your data may not be recoverable. If that is the case, SRS will notify you that your data was not recoverable. By attempting recovery on your device, SRS will have met its obligation to provide one Rescue data recovery attempt within the warranty period of the device.

Is data recoverable in every case?

No. We will use commercially reasonable efforts to recover your data within twelve (15) business days from receipt of your device. In some cases, however, your device may be too badly damaged to recover all of the data. In cases where your data has not been recovered, SRS will notify you your data was not recoverable.

Will my device be returned if I send it back for in-lab recovery?

No. SRS will not return your original device since it typically will be rendered inoperable as a result of the recovery attempt. Your original device will be subject to secure disposition following a recovery attempt. To the extent possible, you should back up accessible data on the device before sending it back to SRS.

If I submit my product for in-lab recovery services, does this affect my warranty rights?

No. Under most or all Seagate warranty statements, you lose your warranty claims if devices are altered or tampered with. But if your device is under warranty and becomes inoperable as a result of our in-lab data recovery attempts, your device will be eligible for warranty replacement and Seagate will send you a new or refurbished device of similar quality and functionality and the remaining term of your warranty will transfer to the replacement device.

What happens to my data?

If we are able to recover your data, we may back it up to a new device or disk, on our systems and premises, which may be outside your jurisdiction (in the United States or elsewhere) and send you a copy of your data. If we make any copies in the process, we will delete such copies after we have returned the data to you.

Is there anything else I need to know about the Rescue™ program?

The Rescue™ General Terms also are part of these program terms and are attached to these FAQs.

Rescue™ General Terms

These Rescue™ General Terms together with the Rescue™ FAQ's make up the Rescue™ Program Terms. By submitting a case under the Rescue™ program ("Program") you agree to be bound by the Program Terms, including these General Terms and the FAQ

Communications. All communications relating to your request will be available on our web site in your account and sent via e-mail to the address you provide to us unless you request, in writing, to receive such communications via regular mail.

Personal Data. You must provide true, accurate and complete information about yourself as prompted by the request form, including, without limitation, your name, address, e-mail address, and telephone number, as applicable (collectively, "Personal Data"). You must maintain and promptly update your Personal Data. You acknowledge that we may send you important information and notices regarding your requests by e-mail and that we shall have no liability associated with or arising from your failure to maintain accurate Personal Data.

Capacity; Legal Rights; Indemnity. You represent to SRS that you are of the legal age of majority in your state or country of residence, with the full capacity to agree to these Program Terms. You warrant that you are the legal owner or the authorized representative of the legal owner of the device you submit to SRS (the "Device") and data. You warrant that the data on the Device is legal and that you have the unrestricted legal right to (a) give us remote access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Program Terms. You will defend and indemnify us (including our directors, officers, employees, agents, delegates, and contractors) from any claims or actions relating to the Device or data, or your rights or lack of rights thereto.

Confidentiality. We will protect the confidentiality of your data against unauthorized disclosure using the same degree of care as we use to protect our own confidential information.

Disclaimer of Warranties, Representations and Guarantees. WE PROVIDE THE PROGRAM AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING OUR RESCUE SERVICES OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS PROGRAM AND SERVICES. This Program and Disclaimer is unrelated to, and does not affect any warranties relating to your Device that we or the seller may have extended to you.

Limitation of Liability. WE WILL NOT BE LIABLE FOR ANY HARM CAUSED, UNLESS YOU PROVE THAT WE CAUSED SUCH HARM INTENTIONALLY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE LIABLE FOR THE CONDITION, EXISTENCE, OR LOSS OF THE DATA YOU SEND US OR THE DATA WE RECOVER (IF ANY), ANY LOSS OF REVENUE OR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE ASSERTED (INCLUDING, WITHOUT LIMITATION, CONTRACT, BREACH OF CONTRACT, AND TORT), AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES - UNLESS YOU PROVE THAT SRS CAUSED DAMAGES TO YOU INTENTIONALLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF OUR LIABILITY WILL NOT EXCEED THE TOTAL PRICE YOU ACTUALLY PAY FOR THE DEVICE, THE ESSENTIAL PURPOSE OF WHICH IS TO LIMIT OUR LIABILITY ARISING FROM OR RELATED TO THE PROGRAM AND ANY DATA RECOVERY SERVICES. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE CHARGED FOR THIS PROGRAM OR SERVICES, IF ANY. YOU ACKNOWLEDGE THAT THE PRICE OF THIS PROGRAM WOULD BE MUCH GREATER IF WE UNDERTOOK MORE EXTENSIVE LIABILITY. THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, OR THE FAILURE OF ANY REMEDY.

Compliance with Laws. You agree to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the Program. You acknowledge that violations of these Program Terms could subject you to criminal or civil penalties. The goods licensed or provided, or services provided, through the Program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You acknowledge you are not a restricted end-user or involved in any of the restricted activities above, and that you will comply with and abide by these laws and regulations. Seagate reserves the right to refuse service to or the return of any storage devices that have been determined to violate these regulations.

Assignment. You may not assign your rights or obligations under these Program Terms without SRS' express written consent.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Services. Each party will bear its own costs in arbitration, provided that Seagate reserves the right, in its discretion, to pre-pay certain fees you may incur in connection with the arbitration subject to refund if you do not prevail. **Both parties waive their rights to a jury trial.** All proceedings will take place in Santa Clara County, California, USA. The laws of the State of California will exclusively govern these Program Terms and our provision of any data recovery services, without regard to California's conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in Santa Clara County, California, USA.

Severability. If any provision of these Program Terms is held invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

Legal Effect. These Program Terms describe certain legal rights. You may have other rights under applicable law. These Program Terms do not change your rights under applicable law if such laws do not permit these Program Terms to do so. Also, the Program and these Program Terms are in addition and unrelated to any rights you may have under a Seagate warranty statement.

SRS Companies. The following SRS companies may provide the services described in these Program Terms: (a) Seagate Technology LLC, with offices at 10321 W Reno Oklahoma City, Oklahoma 73127; (b) Seagate Technology Canada Inc., with offices at 340 Ferrier, Markham, Ontario, Canada L3R 2Z5; and/or (c) Seagate Technology (Netherlands) B.V., with offices at Koolhovenlaan 1, 1119 PA, Schiphol-Rijk, The Netherlands.