

Western Digital®

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The following are authorized to use the Western Digital Trademarks and must abide by these Guidelines:

1. Original equipment manufacturers (“OEMs”) who purchase internal hard disk drives or solid state drives from Western Digital for integration into non-Western Digital Products;
2. Authorized distributors who purchase Western Digital Products directly from Western Digital for distribution only in regions authorized by Western Digital (“Authorized Distributors”);
3. Members of the G-PORTAL, myWD Partner Program, or Western Digital Enterprise Partner Program (“Partner Program Members”) who purchase Western Digital products directly from Authorized Distributors; and
4. Other third parties that are authorized in writing by Western Digital to use the Western Digital Trademarks.

If you do not fall within one of the above listed categories and would like to use the Western Digital Trademarks, please contact trademarks@wdc.com.

Your right to use the Western Digital Trademarks is non-transferable, which means that you are not authorized to give others the right to use the Western Digital Trademarks without Western Digital’s express, written permission.

OEMs, distributors, Partner Program Members, integrators, retailers, resellers and other third parties (collectively, “Customers”) using or selling Western Digital Products acquired from unauthorized sources or counterfeit products are not permitted to use the Western

Digital Trademarks. It is your responsibility: (i) to ensure that you are acquiring non-counterfeit products from sources selling legitimate Western Digital Products and (ii) to know which region the Authorized Distributor may sell the Western Digital Product you are purchasing and to only sell such purchased Western Digital Products in the same region. Furthermore, Customers that purchase Western Digital Products from Authorized Distributors outside of the region where the Customer intends to sell such Western Digital Products are not permitted to use the Western Digital Trademarks. Inquiries regarding authorized or unauthorized sources should be sent to trademarks@wdc.com.

General Guidelines

1. Western Digital is giving you limited, non-exclusive and fully-revocable permission to use the Western Digital Trademarks in a truthful, fair, and non-misleading manner and in compliance with these Guidelines and the terms and conditions of any agreement you have with Western Digital. You may not use the Western Digital Trademarks in a way that is misleading, deceptive, libelous, defamatory, infringing, obscene, offensive, damaging, or disparaging to Western Digital's brands, or otherwise objectionable to Western Digital in its discretion. Do not use the Western Digital Trademarks in connection with any photograph that does not display a genuine Western Digital product or packaging.
2. Always use the Western Digital Trademarks in the manner intended by Western Digital. Do not use them for goods or services for which they were not originally intended. You may not modify, translate, distort, change, abbreviate, shorten, or hyphenate the Western Digital Trademarks. Do not flip, rotate, stretch, or add effects to Western Digital's logos or stylized marks. You may not abbreviate or create acronyms out of the Western Digital Trademarks.
3. Do not incorporate the Western Digital Trademarks in your own product names, service names, trademarks, logos, company names, or Internet domain names. You may not use or adopt trademarks or logos that are confusingly similar to the Western Digital Trademarks. You also may not take any action that is inconsistent with Western Digital's ownership of the Western Digital Trademarks and brands.
4. You may not register a trademark, logo, domain name, or social media account in Western Digital's name or attempt to register a trademark, logo, domain name or social media account that is confusingly similar to the Western Digital Trademarks. You may not copy or imitate in whole or in part the look, feel, design, or trade dress of Western Digital's products, packaging, collateral materials, website, or social media pages.
5. If you are using the Western Digital Trademarks to describe Western Digital or its products, be truthful and accurate. Do not use the Western Digital Trademarks to make unsubstantiated claims about Western Digital or the quality, capacity, or specifications of any Western Digital Products. Any questions about the language that you can use to describe Western Digital or its products should be directed to trademarks@wdc.com.

6. You may not use the Western Digital Trademarks on or in connection with any website that displays adult content, promotes violence or hate speech, sells or distributes unauthorized, grey market or counterfeit products, or violates any laws or regulations.

7. If you are authorized by Western Digital to use the Western Digital Trademarks, you must include a proper trademark attribution notice. For example:

SanDisk is a registered trademark or trademark of Western Digital Corporation or its affiliates in the US and/or other countries.

Western Digital, the Western Digital logo, [alphabetical, properly spelled list of Western Digital trademarks, for example: My Book and My Passport] are registered trademarks or trademarks of Western Digital Corporation or its affiliates in the US and/or other countries.

Some countries have additional attribution requirements or may require translation of attribution notices to a language other than English. Please consult with trademarks@wdc.com if you have any questions about the proper attribution notice to use for your country.

8. You must mark the Western Digital Trademarks with the proper symbol, which is either ® or ™, on the first or most prominent use of the mark on a webpage or piece of collateral. Proper marking of the Western Digital Trademarks is important to give others notice that Western Digital claims trademark rights in and to the Western Digital Trademarks. If it is not possible to use the ® or ™ symbol, you must use (R) or (TM). Western Digital maintains a non-exclusive list of U.S. registered and other trademarks on its website at <http://www.wdc.com/about-wd/legal/trademarks.html>.

There are strict restrictions in the U.S. and other countries on use of the ® symbol. Do not use the ® symbol in any country where the trademark has not been registered. Please consult with trademarks@wdc.com if you have any questions about the proper marking to use in your country.

9. You acknowledge that Western Digital takes no position regarding the quality of products or services that you offer. You shall make no claims or implications that Western Digital endorses or is affiliated with your products or services.

10. Unless otherwise agreed to in writing by Western Digital, in no event shall Western Digital be liable for any direct, indirect, punitive, special, incidental, or consequential damages arising out of, or in any way connected with these Guidelines, your usage of the Western Digital Trademarks, Western Digital Products, your products containing internal hard drives or solid state drives manufactured by Western Digital, or your relationship with any end users, whether based on breach of contract, tort (including negligence), strict liability or otherwise.

11. Unless otherwise agreed to in writing by Western Digital, you will defend, indemnify and hold Western Digital and its employees, officers, directors, successors and assigns

harmless from any and all claims, actions and suits based on (1) your use of the Western Digital Trademarks, (2) your use, sale, marketing and distribution of any Western Digital Products, and (3) your use, sale, marketing and distribution of any products containing internal hard disk drives or solid state drives manufactured by Western Digital.

Additional Guidelines Regarding Use of the Western Digital Logo

If you are using any of Western Digital's logos, you must use only Western Digital-approved artwork and you must follow the applicable Western Digital Brand Guidelines. These Brand Guidelines specify the format, spacing, color, and font requirements for Western Digital's logos.

Additional Guidelines Regarding Use of Western Digital Word or Slogan Trademarks

1. Consult with Western Digital's list of trademarks for proper spelling and capitalization. This list is found at <http://www.wdc.com/about-wd/legal/trademarks.html>.
2. For example, if you are referring to SanDisk Extreme PRO®, you must capitalize the "S" and "D" of SanDisk, the "E" of Extreme and the "PRO" of PRO.

Proper	Improper		
SanDisk Extreme PRO®	SanDisk extreme pro	SanDisk Extreme Pro	sandisk extreme pro

Western Digital's trademark list is updated frequently and you must check it to make certain that the list has not changed. If you have any questions about the spelling, formatting or capitalization for the Western Digital Trademarks, or if there is a trademark that you believe should be on the list but is not, please contact trademarks@wdc.com.

3. Use the Western Digital Trademarks as adjectives to describe products, such as "a My Book® hard drive" and not in place of the product itself, such as "buy a My Book®." (Remember, it is a My Book® brand hard drive, not a "My Book.") Do not use the Western Digital Trademarks as verbs or in the plural or possessive form. For example, do not say, "My Book's new design is fabulous!" Instead, you should state, "The new design of the My Book® hard drive is fabulous!" Do not use the Western Digital Trademarks as puns, slang or portray them negatively. For example, do not say, "Western Digitalecticious!"
4. Do not make up your own trademarks and attribute them to Western Digital or combine them with the Western Digital Trademarks.
5. Do not combine Western Digital's trademarks with your or another companies' names, trademarks or domains, or use them in a way that suggests an affiliation between Western Digital and your or another company, or sponsorship or endorsement by another company of Western Digital's products unless you have authorization from Western Digital.

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