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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

**IN RE SEAGATE TECHNOLOGY LLC  
LITIGATION**

No. 5:16-cv-00523-RMW

## CONSOLIDATED ACTION

**CONSOLIDATED AMENDED  
COMPLAINT**

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1 Plaintiffs Christopher Nelson (“Plaintiff Nelson”), Dennis Crawford (“Plaintiff Crawford”),  
 2 Joshuah Enders (“Plaintiff Enders”), Adam Ginsberg (“Plaintiff Ginsberg”), David Schechner  
 3 (“Plaintiff Schechner”), Chadwick Hauff (“Plaintiff Hauff”), James Hagey (“Plaintiff Hagey”),  
 4 Nikolas Manak (“Plaintiff Manak”), John Smith (“Plaintiff Smith”) and Dudley Lane Dortch IV  
 5 (“Plaintiff Dortch”) (collectively “Plaintiffs”), by their designated attorneys, individually and on  
 6 behalf of all others similarly situated, for their Consolidated Amended Complaint, allege as follows  
 7 based upon personal knowledge, the investigation of counsel, information and belief, and publicly  
 8 available information:

## 9 I. INTRODUCTION

10 1. This is a class action arising from Defendant Seagate Technology, LLC’s  
 11 (“Defendant”) repeated failure and inability to deliver non-defective hard drives that conform to their  
 12 express and implied warranties; its breach of consumer protection, unfair competition, and false  
 13 advertising laws; and its unjust enrichment.

14 2. In October 2011, Defendant released the Seagate Barracuda 3TB Internal Hard Disk  
 15 Drive (“Internal Barracuda”). Defendant subsequently released external versions of the Barracuda,  
 16 such as the Seagate Backup Plus 3TB External Hard Disk Drive (hereafter “Backup Plus”) and the  
 17 Seagate FreeAgent GoFlex 3TB External Hard Disk Drive (hereafter “GoFlex”) (collectively  
 18 referred to as “Drives”).

19 3. Defendant claimed, and continues to claim and market, on its website and in its  
 20 promotional and informational publications that the Drives are reliable, dependable, have extremely  
 21 low failure rates, and are suitable for Network Attached Storage (“NAS”) devices and Redundant  
 22 Array of Independent Disk (“RAID”) configurations.

23 4. The Drives are not, however, reliable or dependable and they do not have low failure  
 24 rates. Rather, they contain latent, model-wide defects that cause them to fail prematurely at  
 25 spectacularly – and in many respects unprecedently – high rates.

26 5. As demonstrated by consumer experience and reports released by Backblaze, a data  
 27 backup company, the true failure rate of the Drives is substantially higher than advertised and the  
 28 Drives do not last nearly as long as comparable devices from other manufacturers or even other

1 models manufactured by Defendant. Indeed, rather than having an advertised annualized failure rate  
 2 of *less than 1%*, Backblaze reported that the annualized failure rate of the Drives is as high as 47.2%.

3       6.      Moreover, contrary to Defendant's representations, the Drives are not designed for  
 4 certain types of home RAID configurations. In fact, the Drives are not suitable for *any* type of  
 5 RAID or NAS due to their tendency to suddenly fail.

6       7.      The Drives, which were shipped by Defendant with a latent defect before being sold  
 7 to and purchased by Plaintiffs and Class Members, failed after unreasonably short intervals  
 8 including, without limitation, failures that occurred less than a year after purchase. Indeed, many  
 9 Plaintiffs and Class Members purchased Drives that failed months after their first use.

10      8.      Because Defendant misrepresented, among other things, the quality, reliability, failure  
 11 rate, and proper uses of the Drives, it violated state consumer protection and false advertising laws.

12      9.      Defendant also violated state consumer protection laws by making material omissions  
 13 and otherwise failing to disclose the Drives' defects and their true qualities, characteristics, and  
 14 proper uses. Defendant's factual omissions and concealments regarding the quality, reliability,  
 15 failure rate, and proper uses of the Drives were material because reasonable persons in the position  
 16 of the Plaintiffs and Class Members would have wanted to know about the true nature of Drives, let  
 17 alone the existence of a latent defect, prior to making a purchasing decision.

18      10.     Defendant expressly warranted that it would replace failed Drives with "functionally  
 19 equivalent" hard drives, but the replacements provided to Plaintiffs and Class Members, like the  
 20 original Drives themselves, were inherently defective and failed at extremely high rates. Thus, the  
 21 warranties failed of their essential purpose because Defendant never delivered non-defective,  
 22 conforming Drives.

23      11.     Defendant also breached the implied warranty of merchantability because all Drives,  
 24 at the time they left the possession of Defendant, contained an inherent and latent defect that caused  
 25 them to be substantially below the quality generally accepted in the market; unsuitable for their  
 26 ordinary purpose, which is data storage; and inadequately packaged and labeled.

27      12.     This suit is brought on behalf of Plaintiffs and all other purchasers of Defendant's  
 28 Drives for violations of the California Unfair Competition Law, the California False Advertising

1 Law, the California Consumer Legal Remedies Act, the New York Deceptive Acts and Practices  
2 Statute, the Florida Unfair and Deceptive Trade Practices Act, Massachusetts law, the Illinois  
3 Consumer Fraud and Deceptive Business Practices Act, the Tennessee Consumer Protection Act, the  
4 South Carolina Unfair Trade Practices Act, the Texas Deceptive Trade Practices Act, breach of  
5 express and implied warranties, and unjust enrichment.

6 13. As a result of these violations and breaches, this action seeks restitution; damages  
7 arising from replacement costs, loss of data, and data recovery expenses; other actual, consequential,  
8 and incidental damages; interest; reasonable attorneys' fees and costs; and any other relief the Court  
9 deems just and appropriate.

## 10 II. PARTIES

11 14. Plaintiff Nelson is a natural person and a citizen of South Dakota who purchased a  
12 Backup Plus in South Dakota.

13 15. Plaintiff Smith is a natural person and a citizen of Illinois who purchased multiple  
14 Internal Barracudas in Illinois.

15 16. Plaintiff Crawford is a natural person and a citizen of New York who purchased  
16 multiple Internal Barracudas in New York.

17 17. Plaintiff Enders is a natural person and a citizen of California who purchased multiple  
18 Internal Barracudas in California.

19 18. Plaintiff Ginsberg is a natural person and a citizen of California who purchased a  
20 GoFlex in California.

21 19. Plaintiff Schechner is a natural person and was a citizen of Florida when he purchased  
22 a Backup Plus in Florida. He is now a citizen of North Carolina.

23 20. Plaintiff Hauff is a natural person and a citizen of Massachusetts who purchased  
24 multiple Internal Barracudas in Massachusetts.

25 21. Plaintiff Hagey is a natural person and a citizen of Tennessee who purchased an  
26 Internal Barracuda in Tennessee.

27 22. Plaintiff Manak is a natural person and a citizen of Texas who purchased multiple  
28 Internal Barracuda in Texas.

1           23. Plaintiff Dortch is a natural person and a citizen of South Carolina who purchased  
 2 multiple Internal Barracudas in South Carolina.

3           24. As set forth herein, Plaintiffs and Class Members suffered ascertainable losses,  
 4 namely the loss of money, financial injury, and damages as a direct and proximate result of the acts  
 5 and omissions committed by Defendant.

6           25. Defendant Seagate Technology, LLC is a hard drive manufacturer and distributor  
 7 incorporated in Delaware and has its principal place of business in Cupertino, California. Defendant,  
 8 along with its subsidiaries, affiliates, and parent corporations, is the second largest hard drive  
 9 manufacturer in the world. Defendant markets, advertises, and sells hard disk drives and other  
 10 hardware and software products throughout the United States and the world, including in the states of  
 11 Illinois, New York, California, North Carolina, Massachusetts, Tennessee, Texas, and South  
 12 Carolina.

### 13           **III. JURISDICTION AND VENUE**

14           26. This Court has subject matter jurisdiction over this action pursuant to the Class Action  
 15 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because there are more than 100 proposed Class  
 16 Members, some members of the proposed class and the Defendant are citizens of different states, and  
 17 the amount in controversy exceeds \$5 million.

18           27. This Court has personal jurisdiction over Defendant because Defendant has its  
 19 principal place of business in Cupertino, California, and directs all of its operations from there.  
 20 Alternatively, this Court has personal jurisdiction over Defendant because Defendant has sufficient  
 21 minimum contacts with California such that the exercise of jurisdiction by this Court is consistent  
 22 with notions of fair play and substantial justice. A substantial portion of the wrongdoing alleged in  
 23 this Consolidated Amended Complaint took place in California; Defendant conducts business in  
 24 California and otherwise avails itself of the protections and benefits of California law through the  
 25 promotion, marketing, and sale of its Drives in the State; and this action arises out of or relates to  
 26 these contacts.

27           28. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant has  
 28 its principal place of business in Cupertino, California, and directs all of its operations from there.

29. Intradistrict Assignment: Assignment to the San Jose division of this Court is appropriate because Defendant's headquarters and principal place of business is in Cupertino, California. Because this action arises in the county of Santa Clara, pursuant to Northern District of California Local Rule 3-2, assignment to the San Jose division is proper.

#### **IV. FACTUAL ALLEGATIONS**

## A. Background Information

## 1. Hard Drives Generally

30. A hard disk drive (“HDD” or “hard drive”) is an electromechanical data storage device used for storing and retrieving information for a computer using rotating discs – which are called platters – coated with magnetic material with motors to spin or “drive” the discs.

31. HDDs use a moving actuator arm – known as a head arm – to read and write data by magnetically changing or reading areas on the platters pursuant to instructions sent from the computer. The head arm is powered by an actuator motor called the servo motor.

32. In addition to mechanical components, hard drives also have firmware embedded in their memory. Firmware is a type of software that governs how a piece of hardware functions. In plain terms, it is “software for hardware.”

33. Storage capacity of HDDs is typically measured in terms of gigabytes (“GB”) and terabytes (“TB”). One GB is 1,000 megabytes, and one TB is 1,000 GB, or one million megabytes.

34. There are two main types of hard drives: internal and external. An internal hard drive is installed inside the casing of a computer. An external hard drive is enclosed in its own casing, has an external power supply, and is connected to a computer with Universal Serial Bus (“USB”) cables or similar types of connectors.

35. Some hard drives can also be used in NAS and RAID devices.

36. NAS is a computer appliance that acts as a data storage server. In other words, it is a centralized repository for data that is often used for storing and sharing files across a computer network. NAS systems are available for home use, and many individuals use them to share and stream multimedia files to multiple home computers, gaming consoles, tablets, phones, and Smart TVs.

1           37. A NAS consists of three main components: 1) an enclosure; 2) hardware such as a  
 2 motherboard, a CPU, and memory; and 3) at least one hard drive.



14 *Figure 1: Network-Attached Storage device.*

15           38. Many NAS devices are sold without hard drives, requiring consumers to purchase  
 16 drives separately.

17           39. RAID is a data storage technology that combines multiple hard drives in a single unit  
 18 for the purposes of data redundancy, performance improvement, or both. Data redundancy refers to  
 19 the writing of the same data to multiple hard drives, such that if one drive fails the data is still  
 20 available on the other drive(s).

21           40. Like NAS devices, RAID is available for home use and consists of an enclosure, hard  
 22 drives, and other components. RAID comes in several “levels,” and the most common levels for  
 23 home units are RAID 0, RAID 1, and RAID 5.

24           41. RAID 0 is the most basic level of RAID which does not provide any data redundancy  
 25 but typically increases storage space and data read/write speeds.

1       42. RAID 1 is used for data redundancy. Typically, RAID 1 setups only have two hard  
2 drives, and as data is written to one drive it is automatically written to the other, providing an exact  
3 duplicate.

4       43. RAID 5 is used for data redundancy, performance improvement, and increased  
5 storage space. It utilizes three or more hard drives, and a percentage of each hard drive, together  
6 equaling the storage space of one drive, is set aside for redundancy purposes. A RAID 5  
7 configuration can withstand the failure of one hard drive, but if two drives fail within a short span of  
8 one another, data is lost.

9       44. NAS systems can use RAID configurations such that the server backs up its own data  
10 using data redundancy.

11           **2. The Drives**

12       45. The Drives at issue in this action, the Internal Barracuda and all external Drives that  
13 use the Internal Barracuda, including without limitation the Backup Plus and GoFlex, have capacities  
14 of 3TB.

15       46. The Internal Barracuda, model number ST3000DM001, was renamed to “Desktop  
16 HDD 3TB” in or around late 2012 or early 2013, but the model number remained the same. For  
17 brevity, both will be referred to as “Internal Barracuda.”

18       47. The external versions, including without limitation the Backup Plus 3TB and GoFlex  
19 3TB, are Barracuda hard drives enclosed in external casings with external power supplies and USB  
20 connectors.

21       48. Although the external versions come in multiple models, the model number of their  
22 enclosed Barracuda hard drives, ST3000DM001, is the same as the Internal Barracuda. Accordingly,  
23 the statements, technical specifications, and reports pertaining to the Internal Barracuda discussed  
24 *infra* also apply to the external versions.

1           **B. Seagate Markets and Advertises Its Drives as Highly Reliable, Having Extremely Low  
2 Failure Rates, and Suitable for RAID and NAS**

3           49. Defendant released the Internal Barracuda in October 2011, and it subsequently  
4 released the external versions. Defendant sold – and continues to sell – the Drives through resellers  
5 and/or its own website.

6           50. The Internal Barracuda was released to much fanfare. As reported on several  
7 hardware review websites, it was the first hard drive in the world to utilize three platters of 1TB  
8 each. By contrast, its predecessor, the Barracuda XT 3TB HDD, contained five platters with a  
9 capacity of 600GB each.

10          51. Defendant marketed the Internal Barracuda as an engineering triumph and a “major  
11 milestone for the hard drive industry.” According to the *Barracuda Product Overview*, first  
12 published by Defendant in 2011, in order to cram a TB of storage onto each platter:

13          Seagate engineers had to pack 340,000 hard drive tracts into the width  
14 of a single inch. This means that, when reading and writing data, the  
15 read-write head needs to accurately follow a track that is a mere 75  
16 nanometers wide. That’s about 500 times smaller than the period at the  
17 end of this sentence.

18          See *Barracuda Product Overview*, attached hereto as Exhibit A.

19          52. Defendant further touted the Internal Barracuda as having a “host of refined  
20 technologies to further boost performance. In combination, these improvements squeeze even more  
21 performance out of storage already known for pushing the envelope!” Some of these improvements  
22 include a “third-generation dual-core processor” that handles data faster; “40nm chip manufacturing  
23 technology” that provides more computing power; and “64MB of DDR2 SDRAM” that “enables the  
24 fastest cache to date on Barracuda drives.”

25          53. Defendant promoted the Internal Barracuda as not only fast and technologically  
26 refined, but also highly reliable. For example, in the *Barracuda Product Overview*, Defendant  
27 asserted that the Drives provide “[r]eliable performance, even in tough environments, thanks to  
28 Seagate AcuTrac™ servo technology,” and that Seagate AcuTrac technology “reliably and  
accurately [follows the Drive’s] nano-tracks even in challenging operating environments, like an all-  
in-one PC with the music turned up.”

1       54. Likewise, Defendant claimed in the *Barracuda Data Sheet*, first published in 2011,  
 2 that its “AcuTrac™ servo technology delivers dependable performance, even with hard drive track  
 3 widths of only 75 nanometers.” *See Barracuda Data Sheet*, attached hereto as Exhibit B.

4       55. The following statements, among others, appeared on the webpage for the Internal  
 5 Barracuda on Defendant’s website in 2012 (hereafter “2012 Barracuda webpage”):

- 6           a. “Seagate AcuTrac technology enables reliable read/write  
                   performance even in high touch operating environments.”
- 7           b. “Seagate AcuTrac™ technology enables new storage densities  
                   with accurate reading and writing to nano-sized tracks that are  
                   only 75 nanometers wide! That’s about 500 times smaller than  
                   the period at the end of this sentence.”
- 8           c. “Proven quality and performance.”
- 9           d. “Barracuda has become the world’s most popular family of  
                   hard drives with consistent quality and performance-enhancing  
                   innovations and features....”
- 10          e. “The Barracuda® hard drive gives you one hard drive platform  
                   for every desktop storage application. One drive with trusted  
                   performance, reliability, simplicity, and capacity.”
- 11          f. “Count on Barracuda drives to deliver the storage innovations  
                   that drive your costs down and your performance up.”
- 12          g. The Barracuda is “produced using the most sophisticated  
                   manufacturing process in the industry, with a focus on  
                   environmental stewardship.”

13       56. The *Barracuda Data Sheet* and the *Barracuda Product Overview* contain many of the  
 14 same, or substantially similar, statements as above.

15       57. Identical, or virtually identical, statements appeared on the webpage for the Internal  
 16 Barracuda in 2013 (hereafter “2013 Barracuda webpage”). Indeed, the only difference between the  
 17 statements on the 2012 and 2013 webpages is the substitution of the name “Barracuda” for “Desktop  
 18 HDD” and other non-material changes.

19       58. Statements that are virtually identical or substantially similar to the foregoing have  
 20 continued to appear on Defendant’s website. For instance, the current Barracuda webpage contains  
 21 the following statements and affirmations:

- 22           a. The Drive is the “one drive for every desktop system need, supported by 30  
                   years of trusted performance, reliability and simplicity.”

- 1                   b.     “Rest easy knowing your drive delivers dependable performance with  
2                   Seagate® AcuTrac™ servo technology.”
- 3                   c.     “Count on Seagate to deliver the storage innovations that bring down your  
4                   costs and crank up your storage.”
- 5                   d.     “Desktop HDDs are produced using the most sophisticated manufacturing  
6                   process in the industry, with a focus on environmental stewardship.”<sup>1</sup>

7               59.     In addition to promoting the Internal Barracuda as consistent, reliable, accurate, and  
8                   dependable, Defendant marketed, and continues to market, the Drive as being “designed for,”  
9                   “perfect” for, and “best-fit” for RAID and NAS.

10              60.     For example, in a 2011 press release, Defendant touted the Drive as being “designed  
11                   for desktop, tower or all-in-one personal computers; workstations, home and small business servers;  
12                   network-attached storage devices; direct-attached storage expansion; and home and small-business  
13                   RAID solutions.”

14              61.     By way of further example, the 2012 Barracuda webpage similarly asserted that the  
15                   Drive is “Perfect when you need to,” *inter alia*, “Build desktop or all-in-one PCs;” “Equip home  
16                   servers;” “Implement a desktop RAID;” or “Build network attached storage devices (NAS).”

17              62.     The 2013 Barracuda webpage proclaimed that the Drive is “Perfect when you need to  
18                   . . . Build a desktop or home server up to 4TB,” and the 2014 webpage contended that the Drive is  
19                   “Perfect when you need to . . . equip home servers.”

20              63.     Likewise, the *Barracuda Data Sheet*, first published in 2011, lists “Home servers,”  
21                   “Desktop RAID,” and “Network-attached storage devices (NAS)” as being “Best-Fit Applications”  
22                   for the Drive. The *Desktop HDD Kit Data Sheet*, (hereafter “*Kit Data Sheet*”)<sup>2</sup> first released in 2013,  
23                   claims that the Drive is “perfect for” these applications. *See Exhibit C*. Since then, each iteration of  
24                   the *Kit Data Sheet* has made this same claim.

25              64.     Notably, none of the above webpages or data sheets state that the Drive is not suitable  
26                   for RAID 5. Rather, the above representations would cause a reasonable person to believe that the  
27                   Drive is suitable and designed for all RAID and NAS configurations, including RAID 5.

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28              <sup>1</sup> *Desktop HDD*, Seagate, <http://www.seagate.com/internal-hard-drives/desktop-hard-drives/desktop-hdd/> (last accessed Jan. 21, 2016).

29              <sup>2</sup> Note that a hard drive kit is simply a hard drive packaged with cables and other accessories.

1       65. The foregoing statements are not mere puffery or hyperbole. A reasonable consumer  
 2 would consider these statements material because they pertain to the reliability and longevity of the  
 3 Internal Barracuda, which are extremely important qualities of hard drives, and to the Drive's  
 4 suitability for use in a RAID or NAS.

5       66. Moreover, a reasonable person would take the statements to mean that the Internal  
 6 Barracuda: 1) is stable, reliable, and has a long life expectancy; 2) contains cutting-edge technology  
 7 that enables the Drive to perform reliably and with precision even in high-vibration or otherwise  
 8 challenging operating environments; 3) is yet another high-quality, reliable hard drive in the  
 9 Barracuda line; 4) will last as long as comparable hard drives on the market, if not longer; 5) is  
 10 suitable for storing and preserving important and irreplaceable personal data; 6) is suitable and  
 11 designed for all RAID and NAS configurations, including RAID 5; and 7) does not suffer from a  
 12 latent, model-wide defect that causes it to fail at an extremely high rate.

13       67. Defendant marketed both the external and internal versions of the Barracuda as highly  
 14 reliable and dependable. The following statements, among others, appeared on the order page for the  
 15 Backup Plus on Defendant's website in 2012 (hereafter "2012 Backup Plus webpage"):

- 16       a.     "Your digital life safe and sound"
- 17       b.     "Backup Plus from Seagate is the simple, one-click way to  
                  protect and share your entire digital life—without getting in the  
                  way of the rest of your life."
- 19       c.     "Up to 4TB capacity for a lifetime of memories"
- 20       d.     "Backup Plus is the family of external drives from Seagate that  
                  lets you do more with photos and movies, protect everything in  
                  your digital life, and manage it all from a single, intuitive  
                  dashboard."
- 22       e.     "Space for everything you've got. No more having to pick and  
                  choose what you protect."
- 24       f.     "Protect...Photos, videos, and more. Automatically."
- 25       g.     "Life is full of amazing moments you want to remember  
                  forever. The Backup Plus desktop drive lets you set up easy  
                  automatic backups of all your stuff, so you know that even if  
                  'life happens' to your computer, your memories are always  
                  protected."

h. “Think of how many photos you’ve shared on Facebook or Flickr. With Backup Plus, you can easily download them right to your Backup Plus drive, so even more of your life is safe and sound.”

68. The 2012 Backup Plus webpage contained a link to the *Backup Plus Data Sheet*, which also contained statements about the suitability of the Drive to protect one's "entire digital life." See Exhibit D.

69. Statements that are identical or virtually identical to the foregoing appeared on the Backup Plus webpage in 2013, and similar statements appeared there in 2014 and 2015. The version of the webpage that is current as of this filing contains the statements listed in paragraph 67(b),(c),(g), and (h).

70. The foregoing statements are not mere puffery or hyperbole. A reasonable person would consider them material because they pertain to the reliability and longevity of the Backup Plus, which are extremely important qualities of hard drives.

71. Moreover, a reasonable consumer would interpret these statements – including the assertions that the Backup Plus will protect one’s “entire digital life,” “lifetime of memories,” and “amazing moments” – to mean that the Backup Plus: 1) is stable, reliable, and has a long life expectancy; 2) will last as long as comparable drives on the market, if not longer; 3) is suitable for storing, protecting, and backing up important and irreplaceable personal data; and 4) does not suffer from a model-wide defect that causes it to fail at an extremely high rate.

72. In addition to the foregoing statements, Defendant published reliability and data integrity specifications for the Drives. Specifically, Defendant claimed that the annualized failure rate (“AFR”) of the Drives is less than 1% and that the maximum non-recoverable read errors per bits read is 1 per 10E14.

73. This information appeared in the *Barracuda Data Sheet* and the *Storage Solutions Guide*, among other places. See Exhibit B.

74. The maximum non-recoverable read errors per bits read (hereafter "read error rate") pertains to the probability of a drive failing to read and return the requested data after exhausting all

1 means to recover it (practically speaking, this means the data is lost), and the probability of such a  
 2 failure is measured in relation to some number of bits transferred or read.

3       75.     10E14 means 10 to the power of 14. Thus, the Drives' claimed read error rate of 1  
 4 per 10E14 means that one non-recoverable read error will occur for every 100 trillion bits read.

5       76.     A hard drive's annualized failure rate is the probability that it will fail in a given year  
 6 due to problems in its manufacture or design or some other supplier cause. AFR does not include  
 7 failures that occurred because of misuse, user-inflicted damage, unauthorized modifications, and the  
 8 like.<sup>3</sup>

9       77.     A hard drive's AFR is calculated by the manufacturer using tests and/or mathematical  
 10 formulas. AFRs can also be calculated by consumers and businesses, such as data backup  
 11 companies, based on the number of failures their drives incur, provided they have a large sample  
 12 size.

13       78.     A hard drive's AFR, if properly calculated, is typically accurate for about three years,  
 14 and after that the true AFR begins to increase. Accordingly, the Drives' advertised AFR of less than  
 15 1% means that the Drive has less than a 1% chance of failing in any given year, at least within the  
 16 first three years of use.

17       79.     A reasonable consumer would consider these statistics material because they measure  
 18 the reliability and longevity of the Drives, which are extremely important qualities of hard drives.

19       80.     Likewise, upon reading that the AFR is less than 1% and the read error rate is one per  
 20 100 trillion bits read, a reasonable consumer, regardless of whether they knew the specific technical  
 21 definitions, would interpret these statistics to mean that the Drive: 1) is reliable and has a long  
 22 expected life; 2) is highly unlikely to fail in any given year, at least until the Drive wears out after a  
 23 substantial amount of use; 3) incurs read errors very infrequently; 4) is suitable for storing important

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24       <sup>3</sup> The technical definitions of AFR and read error rate are provided for background purposes and  
 25 are not intended to suggest or allege that only consumers with this background knowledge would  
 26 find Defendant's statistics to be material or misleading. A reasonable consumer would, simply by  
 27 looking at the names of these statistics, surmise that "annualized failure rate" is the probability of  
 28 hard drive failure in annual terms and that "maximum non-recoverable read errors per bits read" is a  
 measure of how often serious read errors occur. Moreover, the AFR and read error rate are listed in  
 the *Barracuda Data Sheet* under the heading "Reliability/Data Integrity," which is a clear indication  
 of their meaning.

1 and irreplaceable personal data, given its reliability and longevity; and 5) does not suffer from a  
 2 model-wide defect that causes it to fail at an extremely high rate.

3       81.     As explained *infra*, the foregoing statements and data are false, misleading, and have  
 4 a tendency to deceive. Indeed, Plaintiffs found them material, were deceived by them, acted in  
 5 reliance on them, and suffered harm as a result.

6       **C.     Defendant's Statements and Data Are False, Misleading, and Deceptive, and Defendant  
 7 Failed to Disclose the Drives' Defects and Unsuitability for RAID/NAS**

8       **1.     The Backblaze Reports**

9       82.     Backblaze, Inc. (“Backblaze”) is an online data backup company that has published  
 10 multiple reports demonstrating that the Drives contain a model-wide defect that causes them to fail  
 11 prematurely at extremely high rates. The Backblaze reports further demonstrate that the Drives do  
 12 not last nearly as long as comparable hard drives and have an AFR that is much higher than that  
 13 advertised by Defendant.

14       83.     Backblaze backs up its customers’ data using “storage pods” consisting of numerous  
 15 consumer-grade hard drives. It has been in business since 2007.

16       84.     Over the years, Backblaze has used tens of thousands – if not hundreds of thousands –  
 17 of drives from various manufacturers in its storage pods, including the Drives at issue in this lawsuit.  
 18 Currently, there are approximately 50,000 drives deployed in Backblaze’s pods.<sup>4</sup>

19       85.     In 2013 and 2015, Backblaze reported that the vast majority of hard drives last at least  
 20 four years. Indeed, approximately 80% of the drives it uses function for at least four years.<sup>5</sup>

21       86.     The Drives at issue in this action, however, fell far short of this benchmark.

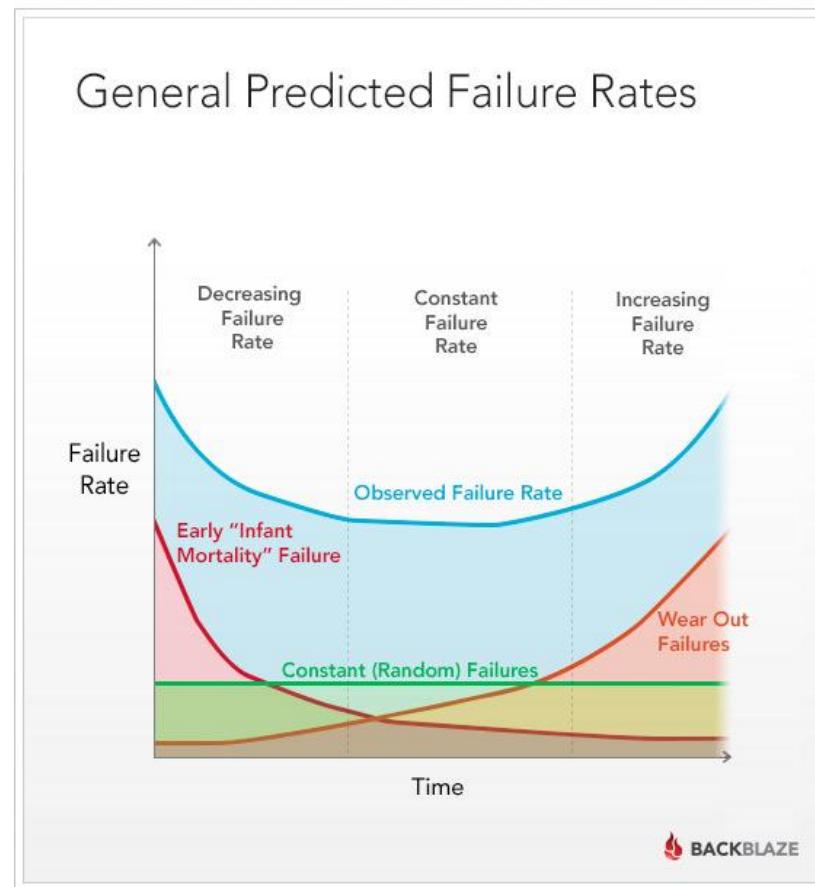
22       87.     Hard drives should follow a “bathtub-shaped failure rate curve.” Reliability engineers  
 23 use this model to describe expected failure rates for products, and it takes into account factory

24       <sup>4</sup> See *What Can 49,056 Hard Drives Tell Us? Hard Drive Reliability Stats for Q3 2015*,  
 25 Backblaze (Oct. 14, 2015), <https://www.backblaze.com/blog/hard-drive-reliability-q3-2015>  
 26 (hereafter “Q3 2015 Report”).

27       <sup>5</sup> *CSI: Backblaze – Dissecting 3TB Drive Failure*, Backblaze (April 15, 2015),  
 28 <https://www.backblaze.com/blog/3tb-hard-drive-failure> (hereafter “2015 Report”); *How long do disk  
 drives last?*, Backblaze (Nov. 12, 2013), <https://www.backblaze.com/blog/how-long-do-disk-drives-last/> (hereafter “2013 Report”).

1 defects resulting in early failures, random failures, and wear-out failures that occur after substantial  
 2 use.<sup>6</sup>

3       88.     The early failure rate is highest when a product is new and decreases substantially  
 4 with time, whereas the wear-out failure rate increases significantly over time and the random failure  
 5 rate remains constant. This creates an overall failure rate that looks like a semi-flattened “U”, and all  
 6 of these rates together create a bathtub shape when plotted on a graph.



21 *Figure 2: Bathtub curve*

22       89.     In 2013, Backblaze reported that its experience matches the bathtub-curve model. It  
 23 calculated the AFR for its drives based on their observed failures and found that it hovers around 5%  
 24 for the first year-and-a-half, drops to about 1.4% for the next year-and-a-half, and then increases to  
 25 11.8 % for the following year.<sup>7</sup>

27       <sup>6</sup> 2013 Report.

28       <sup>7</sup> *Id.*

1           90. Backblaze later discovered that Barracuda Drives do not conform to the bathtub  
 2 curve. The failure rate for the Barracuda Drives was far different.

3           91. Beginning in January 2012, Backblaze deployed 4,829 Barracuda Drives – both the  
 4 internal and external versions – in its storage pods. To use the external Drives, Backblaze removed  
 5 the Drives from their external casings.

6           92. In 2015, Backblaze reported that, instead of following the expected bathtub curve, the  
 7 AFR for the Drives followed a steep upward curve. In 2012, the AFR was 2.7%, and instead of  
 8 declining it increased to 5.4% in 2013, and then skyrocketed to 47.2% in 2014.<sup>8</sup>

9           93. Backblaze subsequently released statistics for 2015, revealing that the Drives had an  
 10 AFR of 30.94% for the first through third quarters of 2015 and an overall failure rate of 28.46%  
 11 dating back to 2013.<sup>9</sup>

12          94. The Drives' AFRs were substantially higher than any of the other six models of 3TB  
 13 hard drives used by Backblaze during this period. The next highest failure rate belonged to the  
 14 Western Digital Red, which had a 2015 AFR of only 8.79% and an overall failure rate of 7.65%.

15          95. Indeed, the Drives had a higher failure rate than all but one of the twenty-six other  
 16 models of any size deployed by Backblaze, which ranged from 1-8TB. *See Backblaze Hard Drive*  
 17 *Failure Rates* (hereto attached as Exhibit E).

18          96. The raw failure rate of the Drives was just as dismal. A hard drive's raw failure rate  
 19 is calculated by dividing the number of hard drives that failed in a particular period by the number  
 20 that were in use during that same period. Out of the 4,829 Drives Backblaze deployed between 2012  
 21 and 2014, 1,423 failed in operation by early 2015, which yields a raw failure rate of 29.5%.<sup>10</sup>  
 22 Moreover, out of the 4,190 Drives that were deployed in 2012, 1,342 failed by early 2015, which is a  
 23 32% failure rate.<sup>11</sup>

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24  
 25          <sup>8</sup> 2015 Report.  
 26          <sup>9</sup> Q3 2015 Report.  
 27          <sup>10</sup> 2015 Report.  
 28          <sup>11</sup> *Id.*

1       97. This means that only 68% of the Drives were functional after *three* years, which was  
 2 well below Backblaze's overall drive survival rate of 80% after *four* years.

3       98. In addition to the Drives that failed during operation, a large number of Drives failed  
 4 Backblaze's reliability testing and were removed from service.

5       99. Due to the high number of Seagate Drive failures, Backblaze became suspicious that  
 6 there was a latent problem with the Drives. Thus, if a storage pod with the Drives incurred a failure,  
 7 Backblaze began to pull all of the Drives in that pod and subject them to two tests to assess their  
 8 health. The first test involved reformatting the Drives and the second test checked for bad data  
 9 sectors. A Drive had to pass both tests to be returned to service.

10      100. A data sector is 512 bytes. A sector is "bad" if it cannot be read and/or written to. If  
 11 a hard drive amasses too many bad sectors, it will suffer serious performance degradation and may  
 12 fail completely.

13      101. Backblaze removed 2,597 Drives for testing between 2012 and early 2015, and a  
 14 shocking 75% – 1,948 Drives – failed one of the two tests.

15      102. Out of the 4,190 Drives that Backblaze deployed in 2012, about 1,342 failed during  
 16 operation (32%), 1,948 failed after removal (46%), approximately 649 were removed but did not fail  
 17 any test (15%), and 251 (6%) remained in operation as of March 31, 2015. In total, **78% of the**  
 18 **Drives that Backblaze deployed in 2012 failed** either in place or after removal.<sup>12</sup>

19      103. The raw failure rate of the Drives dwarfed those of the other brands and models that  
 20 Backblaze used. For instance, in 2012, Backblaze deployed 2,511 HGST 3TB drives, and by early  
 21 2015, only 103 (4.1%) had failed. Likewise, only 2 of 45 (4.5%) of Backblaze's Western Digital  
 22 3TB drives failed. Indeed, even the Barracuda's predecessor, the Seagate XT 3TB drive, model  
 23 ST33000651AS, fared substantially better: out of the 181 deployed in 2012, only 15 drives (8.3%)  
 24 failed by 2015.<sup>13</sup>

25      104. The survival rate after three years for these hard drives was therefore 95.9%, 95.5%,  
 26 and 91.7%, respectively. Furthermore, Backblaze did not permanently remove any of the HGST or

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27      <sup>12</sup> *Id.*

28      <sup>13</sup> *Id.*

1 Western Digital drives that did not fail during operation, and only eleven Seagate XT drives were  
 2 retired after being pulled for testing.<sup>14</sup> This stands in stark contrast to the mere 6% of the Seagate  
 3 Barracuda Drives that were still in operation after three years.

4       105. In attempting to determine the reason for the Drives' high failure rates, Backblaze  
 5 ruled out confounding factors related to its storage environment and the removal of external Drives  
 6 from their casings (referred to as "shucking"). All of the hard drives it used, regardless of  
 7 manufacturer, were installed in the same storage pod environment, and the fact that there were such  
 8 substantial differences in failures between the Seagate Drives and the other drives ruled out the  
 9 possibility that the storage environment was the cause of the issue.

10       106. Shucking also did not affect the failure rate. Backblaze found that the failure rates did  
 11 not differ materially between Internal Barracudas and shucked external Drives.

12       107. Backblaze, therefore, concluded that the cause of the staggering failure rate was the  
 13 Drives themselves.<sup>15</sup>

14       108. Indeed, Backblaze's data – particularly the Drives' steep upward failure curve and  
 15 their extremely high AFR and raw failure rates – indicates that the Drives contain an inherent,  
 16 model-wide defect that causes a large portion of them to incur catastrophic failures early in their  
 17 useful lives.

18       109. Moreover, as demonstrated by the Backblaze reports, Defendant's representation that  
 19 the Drives have an AFR of less than 1% is false, misleading, and likely to deceive a reasonable  
 20 person. Moreover, the Drives are far less reliable and do not last nearly as long as comparable hard  
 21 drives on the market.

22       **2. The Drives Are Not Designed for RAID 5 and Are Not Suitable for Any Level of  
 23 RAID or NAS**

24       110. Notwithstanding that they are marketed for use in RAID and NAS systems, the  
 25 Drives were purportedly not designed for RAID 5 and, due to the latent defect, are otherwise not  
 26 suitable for any RAID or NAS use.

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27       <sup>14</sup> *Id.*

28       <sup>15</sup> See 2015 Report.

1           111. In an email to Plaintiff Smith, Defendant admitted that the Internal Barracuda is not  
 2 actually designed for RAID 5, which is a common configuration in home RAID and NAS systems.  
 3 Specifically, a Seagate customer support representative wrote, “The consumer level drives you have  
 4 are not meant for any type of raid configuration beyond a Desktop RAID 0 or 1. If you do use  
 5 ‘desktop class drives’ in a RAID 5 configuration, you can expect to deal with RAID failures.”

6           112. Nevertheless, as discussed *supra*, Defendant advertised, and continues to advertise,  
 7 the Internal Barracuda as “designed for,” “perfect” for and “best-fit” for NAS and Desktop RAID.  
 8 These statements appeared on the Barracuda webpage, in the *Barracuda Data Sheet*, in the *HDD Kit*  
 9 *Data Sheet*, and in a 2011 press release without any qualification that the Drive is only appropriate  
 10 for RAID 0 or 1.

11           113. Notwithstanding, the Internal Barracuda is not suitable for **any** RAID or **any** NAS  
 12 because it contains inherent and latent defects, as explained *supra*.

13           114. Moreover, a major advantage of RAID 1 and 5 is that they protect data through  
 14 redundancy. If multiple defective hard drives are used in the RAID, however, this feature is  
 15 undermined because RAID 1 and 5 can only withstand one drive failure. If two or more drives fail  
 16 within a short time of one another, massive or complete data loss will occur. Due to their extremely  
 17 high failure rate, Internal Barracudas are not suitable for a system that backs up its own data through  
 18 redundancy, as using them would amount to defective Drives backing up data on defective Drives.

19           115. The Drives are also not suitable for RAID 0 and single-drive NAS systems because  
 20 the failure of one hard drive will cause massive or total data loss.

21           **3. Defendant Failed to Disclose the Drives’ Defects and Their Unsuitability for**  
 22 **RAID and NAS**

23           116. Defendant knew that its Drives were defective and not suitable for RAID and NAS,  
 24 yet it failed to disclose this to Plaintiffs and Class Members.

25           117. As evidenced by the email sent by Seagate customer support to Mr. Smith, Defendant  
 26 knew that the Drives were not designed for RAID 5 and would cause failures if used in such a  
 27 configuration. Nevertheless, Defendant did not disclose this fact or qualify the statements made on  
 28

the Barracuda web page, in the *Barracuda Data Sheet*, or in the *HDD Kit Data Sheet* that the Drives are “perfect” and “best-fit” for desktop RAID and NAS.

118. Defendant also knew, or should have known, that its Drives possessed an inherent, latent, model-wide defect and that its reliability data and promotional statement about the Drives were false and misleading. As discussed *infra*, there are thousands of negative reviews and complaints about Drive failures on websites such as newegg.com and amazon.com. Defendant was aware, or should have been aware, of the contents of these reviews and complaints because it responded to many of them, apologizing for the problems the customers were having with their Drives and inviting them to call Seagate customer services or tech support.

119. Moreover, Defendant had firsthand knowledge of the Drives' defects. As stated on Defendant's website, Defendant has a "take-back program for hard drives under warranty" where "100 percent of these drives [returned by consumers for replacement] are refurbished or, if not repairable, are recycled."<sup>16</sup> Defendant's express warranty only covers defects in materials or workmanship and does not cover, *inter alia*, problems caused by accident, abuse, neglect, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, or misuse. *See Seagate Limited Warranty*, attached hereto as Exhibit F. Accordingly, Defendant not only repairs or attempts to repair 100% of warranty returns, but 100% of those Drives are defective. Upon information and belief, for Defendant to repair a defective Drive, it investigates the problem or complaint to ascertain the defect or, at a minimum, the signs and symptoms of the defect. As a result, Defendant had firsthand knowledge of the defects and problems inherent in the Drives.

120. Given the large number of consumer complaints and Defendant's exposure to its own defective Drives, Defendant knew, or should have known, that the defects were inherent, latent, and model-wide.

121. Despite this knowledge, Defendant did not disclose the defects to the Plaintiffs, Class Members, or general public, or otherwise inform them of the Drive's problems. Instead, as set forth

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<sup>16</sup> *Global Citizenship*, Seagate, <http://www.seagate.com/global-citizenship/product-stewardship/> (last accessed May 2, 2016).

1 in this Consolidated Amended Complaint, Defendant promoted the Drives, expressly and impliedly,  
 2 as highly reliable and stable, having an extremely low failure rate, and suitable for storing  
 3 irreplaceable personal data, among other things.

4 **D. Seagate's Warranty on the Drives**

5 122. In addition to misrepresenting the reliability of the Drives and their suitable uses, as  
 6 well as omitting critical facts about the Drives, Defendant failed to satisfy its warranty obligations.

7 123. The Drives purchased by Plaintiffs and Class Members are or were covered by an  
 8 express limited warranty. The warranty, by its explicit terms, is governed by California law. *See*  
 9 Exhibit F.

10 124. Upon information and belief, the Internal Barracuda's warranty was three years for a  
 11 brief time following its release. It was then reduced to one year on December 31, 2011, and has been  
 12 varying lengths since. The warranties for the external versions, including without limitation the  
 13 Backup Plus and GoFlex, also vary.

14 125. Other than varying in duration, the warranty is uniform and is therefore subject to  
 15 uniform standards, principles, and applications for purchasers throughout the United States.

16 126. The warranty covers defects in "material or workmanship" and provides for the  
 17 replacement of defective Drives. Defendant will not, however, recover data off a customer's Drive  
 18 unless the customer pays an "engagement fee" and a "recovery fee" which can "easily be over  
 19 \$2,000."<sup>17</sup>

20 127. Customers are responsible for paying the cost to ship their Drives to Defendant for  
 21 replacement.

22 128. The warranty on replacements is the remainder of the original warranty period or 90  
 23 days, whichever is greater.

24 129. Because the Drives contain latent, model-wide defects, the replacement Drives suffer  
 25 from the same defects as those that are newly purchased, causing them to fail prematurely at  
 26 extremely high rates.

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27           <sup>17</sup> *See id.; Frequently Asked Questions*, Seagate, <http://www.seagate.com/services-software/seagate-recovery-services/resources> (last accessed Jan 22, 2016).

1           130. Replacement Drives are refurbished units, which includes failed Drives that were  
 2 returned to Defendant by previous owners for replacement.

3           131. Defendant knew, or should have known, that the Drives are irreparably defective and  
 4 highly likely to fail.

5           132. In light of the foregoing, Defendant did not – and cannot – deliver Drives to Plaintiffs  
 6 and Class Members that conform to their express and implied warranties. Defendant is therefore  
 7 liable for breach of express warranty.

8           133. Sending failed Drives as warranty replacements knowing they are highly likely to fail  
 9 again is also unfair and unconscionable.

10          134. Moreover, Defendant breached the implied warranty of merchantability because all  
 11 Drives contained a latent defect that rendered them unsuitable for their ordinary purposes, were  
 12 inadequately packaged and labeled, and fell below the quality generally accepted in the hard drive  
 13 market.

14          **E. The Plaintiffs' and the Class' Experience With Failed Seagate Drives**

15          **1. Plaintiff Nelson**

16          135. Plaintiff Nelson ordered a new Backup Plus online from Best Buy on November 22,  
 17 2012, and received it at his home shortly thereafter. He registered the Drive with Seagate in  
 18 December 2012.

19          136. Best Buy is an authorized Seagate retailer, and Mr. Nelson purchased and used the  
 20 Backup Plus for personal, non-business purposes.

21          137. Prior to purchase, Mr. Nelson knew that the Backup Plus he purchased was covered  
 22 by a two-year manufacturer warranty. He knew this because: 1) the order page for the Backup Plus  
 23 on the Best Buy website stated that it came with a two-year warranty; 2) the Backup Plus' box, a  
 24 picture of which appeared on the order page, stated the same; and 3) the *Backup Plus Data Sheet*  
 25 stated the same.

26          138. Mr. Nelson relied on these statements and would not have purchased a Backup Plus if  
 27 there had not been an express warranty.

1           139. On November 22, 2012, shortly before purchase, Mr. Nelson visited the Backup Plus  
 2 page on Seagate.com, which is owned and maintained by Defendant. On this webpage, Mr. Nelson  
 3 read all of the statements on the 2012 Backup Plus webpage that are listed above.

4           140. Mr. Nelson found these statements to be material because they pertained to the  
 5 reliability and longevity of the Backup Plus, which are extremely important characteristics of hard  
 6 drives. He relied on the statements in deciding to purchase a Backup Plus because they caused him to  
 7 reasonably believe that the Backup Plus, 1) was one of the most stable and reliable 3TB external hard  
 8 drives on the market; 2) had long life expectancy and would last just as long as comparable hard  
 9 drives on the market, if not longer; 3) would last at least four years, as most hard drives do; 4) was  
 10 suitable for storing, protecting, and backing up his important and irreplaceable personal data; and 5)  
 11 did not have a model-wide defect that would likely cause it to fail within an unreasonably short  
 12 period of time.

13           141. Indeed, Mr. Nelson has owned multiple models of Seagate hard drives, other than the  
 14 3TB Internal Barracuda or Backup Plus, that lasted five years or longer without incurring any type of  
 15 failure. He currently has a 1TB Seagate internal hard drive in his computer that has nearly five years  
 16 of power-on time.

17           142. Power-on time is the total amount of time a hard drive has been powered on  
 18 throughout its life.

19           143. The statements published by Defendant were misrepresentations for the reasons set  
 20 forth in this Consolidated Amended Complaint. These reasons include, without limitation, that the  
 21 Drive: 1) was not stable or reliable; 2) did not last as long as comparable hard drives on the market;  
 22 3) had a model-wide defect that cause it to fail prematurely at extraordinarily high rates; 4) and was  
 23 not suitable for storing, protecting, or backing up personal data. Moreover, in conjunction with these  
 24 misrepresentations, Defendant knowingly failed to disclose the Drive's defects and unreliability.

25           144. Mr. Nelson's Drive failed in December 2014, approximately two years after purchase.  
 26 Specifically, a large number of data sectors suddenly failed with little to no warning, causing the  
 27 Drive to suffer a catastrophic failure which rendered it useless.

1           145. As a result of the failure, Mr. Nelson lost data, including without limitation  
 2 irreplaceable photos and documents. He also expended a considerable amount of time attempting to  
 3 recover his data.

4           146. In or about December 2014, Mr. Nelson requested and received a replacement Backup  
 5 Plus from Defendant pursuant to the Drive's warranty. The replacement Drive was a refurbished  
 6 unit. The warranty on the replacement Drive was 90 days.

7           147. Within this 90-day warranty period, the Drive began to malfunction by intermittently  
 8 overheating when copying files. Less than a year later, on or around October 20, 2015, the Drive  
 9 suffered a complete failure after the warranty expired.

10          148. Had Mr. Nelson known that the Backup Plus had an inherent, model-wide defect that  
 11 drastically reduced its lifespan vis-à-vis comparable hard drives, caused it to fail prematurely at  
 12 extremely high rates, and made it unsuitable for storing and protecting data, he would not have  
 13 purchased one.

14           **2. Plaintiff Hauff**

15          149. Plaintiff Hauff ordered two new Internal Barracudas from amazon.com on or around  
 16 August 19, 2012. He received them on August 29, 2012.

17          150. Amazon is an authorized Seagate retailer, and Mr. Hauff purchased and used the  
 18 Drives for personal, non-commercial purposes. Specifically, he used them in his personal NAS  
 19 system.

20          151. Prior to purchase, Mr. Hauff knew that the Barracuda he purchased was covered by a  
 21 two-year manufacturer warranty because the length of the warranty was stated on the Barracuda  
 22 order page on Amazon. Additionally, Mr. Hauff went to an electronics store – Micro Center, in  
 23 Cambridge, Massachusetts – a few days prior to purchasing the Drive on Amazon, and he found the  
 24 warranty length on the Barracuda's box.

25          152. Mr. Hauff relied on these representations and would not have purchased an Internal  
 26 Barracuda if there was no express warranty.

1           153. Days prior to purchase, Mr. Hauff read the *Barracuda Data Sheet* and the 2012  
 2 Barracuda webpage, including the AFR data and the statements that the Drive is “perfect for” and  
 3 “best-fit” for RAID and NAS systems.

4           154. Mr. Hauff found the AFR data to be material because it pertained to the Internal  
 5 Barracuda’s reliability and longevity, which are extremely important characteristics of hard drives.  
 6 He relied on this data in deciding to purchase the Internal Barracuda because it caused him to  
 7 reasonably believe that the Internal Barracuda: 1) was stable, reliable, and had a long life  
 8 expectancy; 2) was highly unlikely to fail in any given year, at least until the Drive wore out after  
 9 substantial use; 3) would last just as long as comparable hard drives on the market, if not longer; 4)  
 10 was suitable for storing his important and irreplaceable personal data, given the Drive’s reliability  
 11 and expected longevity; and 5) did not have a model-wide defect that would likely cause it to fail  
 12 within an unreasonably short period of time.

13           155. Indeed, Mr. Hauff has owned multiple models of Seagate hard drives, other than the  
 14 3TB Internal Barracuda or Backup Plus, which lasted at least five years. For instance, he has two  
 15 2TB Barracuda XT internal hard drives that are approximately five years old and have over 28,000  
 16 power-on hours. These hard drives have no bad sectors, have not failed, and have worked well in his  
 17 RAID and NAS systems.

18           156. Mr. Hauff found the statements that the Internal Barracuda is ideal for RAID and  
 19 NAS systems to be material and he relied on them, as he purchased the Drive for use in a NAS  
 20 system.

21           157. The data and statements published by Defendant were misrepresentations for the  
 22 reasons set forth in this Consolidated Amended Complaint. These reasons include, without  
 23 limitation, that the Internal Barracuda: 1) was not stable or reliable; 2) did not last as long as  
 24 comparable hard drives on the market; 3) had an AFR that was substantially higher than comparable  
 25 hard drives; 4) had a model-wide defect that cause it to fail prematurely at extraordinarily high rates;  
 26 5) was not suitable for storing personal data; and 6) was not suitable for use in a NAS system.  
 27 Moreover, in conjunction with these misrepresentations, Defendant knowingly failed to disclose the  
 28 Drive’s defects and unreliability.

1           158. One of Mr. Hauff's Drives failed within warranty on July 7, 2014, less than two years  
 2 after purchase. Specifically, the Drive failed to boot, rendering it useless. Mr. Hauff then ran a  
 3 diagnostic test on the Drive, which revealed the boot failure was caused by bad sectors.

4           159. Mr. Hauff received a warranty replacement from Seagate on or around July 23, 2014.  
 5 Approximately three months later, in October 2014, this replacement Drive started experiencing  
 6 problems; it developed bad sectors and started dropping from Mr. Hauff's NAS as an "invalid drive."  
 7 It developed additional bad sectors in December 2014 and failed completely on or around January 8,  
 8 2015.

9           160. The second Drive that Mr. Hauff purchased started to malfunction in or around  
 10 January 2015, when it developed over 1,500 bad sectors. It failed completely in February 2015 when  
 11 it was out of warranty.

12           161. Had Mr. Hauff known that the Internal Barracuda had a latent, model-wide defect that  
 13 drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and made it  
 14 unsuitable for use in a NAS system, he would not have purchased one.

### 15           **3. Plaintiff Schechner**

16           162. Plaintiff Schechner purchased a new Backup Plus from amazon.com on November  
 17 28, 2012, and he received it at his home a couple of days later.

18           163. Amazon is an authorized Seagate retailer, and Mr. Schechner purchased and used the  
 19 Backup Plus for personal, non-commercial purposes; he used it about once a week for data backup.

20           164. Prior to purchase, Mr. Schechner knew that the Backup Plus he purchased was  
 21 covered by a three-year manufacturer warranty because the length of the warranty was stated on the  
 22 Backup Plus order page on Amazon.

23           165. Mr. Schechner relied on this representation and would not have purchased a Backup  
 24 Plus if there had not been an express warranty.

25           166. One or two days prior to purchase, Mr. Schechner researched the Backup Plus on  
 26 amazon.com, tigerdirect.com, and newegg.com. One or more of these websites included the  
 27 statements about the Backup Plus made by Defendant that are listed in paragraph 67, *supra*. These  
 28

1 statements appeared under the heading “From the Manufacturer” or were otherwise quoted on the  
 2 foregoing websites.

3       167. Mr. Schechner read Defendant’s statements, found them material, and relied on them.  
 4 He found these statements to be material because they pertained to the reliability and longevity of the  
 5 Backup Plus, which are extremely important characteristics of hard drives. He relied on these  
 6 statements in deciding to purchase a Backup Plus because they caused him to reasonably believe that  
 7 the Backup Plus: 1) was stable, reliable, and had a long expected life; 2) would last just as long as  
 8 comparable hard drives on the market, if not longer; 3) was suitable for storing, protecting, and  
 9 backing up his important and irreplaceable personal data; and 4) did not have a model-wide defect  
 10 that would likely cause it to fail within an unreasonably short period of time.

11       168. Defendant’s statements were misrepresentations, and Defendant knowingly failed to  
 12 disclose the Drive’s defects and unreliability, for the reasons set forth in this Consolidated Amended  
 13 Complaint.

14       169. On or around April 13, 2014 – approximately one year and four months after  
 15 purchase – the Mr. Schechner’s Drive crashed and failed to boot back up ever again. When Mr.  
 16 Schechner connected the Drive to his computer, the power light would turn on but the Drive did not  
 17 “spin up.” Rather, it would click once or twice and then do nothing, and the computer could not find  
 18 or recognize the Drive.

19       170. As a result of the failure, Mr. Schechner lost all of his files on the Drive, which  
 20 included, *inter alia*, personal documents and pictures. Mr. Schechner paid a data recovery company,  
 21 DataPro Data Recovery Lab, Inc., to assess whether any data could be recovered from the Drive.  
 22 DataPro concluded that nothing could be recovered.

23       171. Mr. Schechner received a warranty replacement from Defendant, which was a  
 24 refurbished unit. On or around November 10, 2014, less than seven months after receipt of the  
 25 replacement Drive, the replacement failed in the same manner as the original.

26       172. Mr. Schechner returned the replacement, which was still under warranty, to  
 27 Defendant, and Defendant sent him another refurbished unit. Mr. Schechner has not used it, as his  
 28 experience with the Backup Plus has demonstrated that the Drive is not capable of performing the

1 function for which it was designed: storing and protecting his important personal data, serving as a  
 2 reliable backup, and keeping his data “safe and sound” in case “life happens” to his computer.

3       173. Had Mr. Schechner known that the Backup Plus had a latent, model-wide defect that  
 4 drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and made it  
 5 unsuitable for storing and protecting data, he would not have purchased one.

6           **4. Plaintiff Hagey**

7       174. Plaintiff Hagey purchased a new Internal Barracuda in-person at a Best Buy location  
 8 in Nashville on or around April 6, 2014.

9       175. Best Buy is an authorized Seagate retailer, and Mr. Hagey purchased and used the  
 10 Drive for personal, non-commercial purposes.

11       176. Prior to purchase, Mr. Hagey knew that the Internal Barracuda he purchased was  
 12 covered by a three-year manufacturer warranty. Mr. Hagey reviewed the Drive’s page on the Best  
 13 Buy website, which included the warranty duration. Moreover, when he went to the Best Buy store  
 14 to purchase the Drive, he read the warranty information printed on the box, which stated the warranty  
 15 was three years in duration.

16       177. Mr. Hagey relied on these representations and would not have purchased an Internal  
 17 Barracuda if it had less than a three-year warranty or no warranty at all.

18       178. Prior to purchase, Mr. Hagey read the *Barracuda Data Sheet*, including the AFR data.

19       179. Mr. Hagey considered the AFR data to be material because it pertained to the Internal  
 20 Barracuda’s reliability and longevity, which are extremely important characteristics of hard drives.  
 21 He relied on this data in deciding to purchase the Internal Barracuda because it caused him to  
 22 reasonably believe that the Internal Barracuda: 1) was stable, reliable, and had a long life  
 23 expectancy; 2) was highly unlikely to fail in any given year, at least until the Drive wore out after  
 24 substantial use; 3) would last just as long as comparable hard drives on the market, if not longer; 4)  
 25 would last for at least four years, as most hard drives do; 5) was suitable for storing his important and  
 26 irreplaceable personal data, given the Drive’s reliability and expected longevity; and 6) did not have  
 27 a model-wide defect that would likely cause it to fail within an unreasonably short period of time.

1           180. Indeed, Mr. Hagey owns multiple hard drives that have not exhibited any type of  
 2 failure and are fully functional after at least five years.

3           181. Defendant's statements were misrepresentations, and Defendant knowingly failed to  
 4 disclose the Drive's defects and unreliability, for the reasons set forth in this Consolidated Amended  
 5 Complaint.

6           182. Due to an inherent, model-wide defect, the Drive purchased by Mr. Hagey crashed  
 7 and catastrophically failed on or around May 25, 2015, approximately one year after purchase and  
 8 while it was still under warranty.

9           183. Mr. Hagey subsequently received a replacement from Defendant, which was a  
 10 refurbished unit. It failed four to five months after he received it and while it was still under  
 11 warranty. Specifically, it incurred intermittent drive seek failures and subsequently crashed and  
 12 failed completely.

13           184. The warranty on Mr. Hagey's Drive expires April 6, 2017, but he has not sent it back  
 14 for replacement because he does not want to pay to have the failed replacement Drive shipped back  
 15 to Defendant only to receive another refurbished Drive that is also highly likely to fail and cause the  
 16 loss of his data for a third time.

17           185. Had Mr. Hagey known that the Internal Barracuda had a latent, model-wide defect  
 18 that drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and made it  
 19 unsuitable to store and protect his data, he would not have purchased one.

20           **5. Plaintiff Crawford**

21           186. Plaintiff Crawford ordered three new Internal Barracudas from TigerDirect on or  
 22 around April 25, 2012, and received them in early May 2012. He purchased another Internal  
 23 Barracuda from eBay on or around July 22, 2013.

24           187. TigerDirect is an authorized Seagate retailer, and Mr. Crawford purchased and used  
 25 the Drives for non-commercial purposes. Specifically, he used them in his home RAID 5 system.

26           188. Prior to purchase, Mr. Crawford knew that the Internal Barracudas he purchased were  
 27 covered by a two-year manufacturer warranty, as he saw the length of the warranty on the 2012  
 28 Barracuda webpage and/or in the materials published by Defendant hyperlinked to that webpage.

1           189. Mr. Crawford relied on these representations and would not have purchased an  
 2 Internal Barracuda if there had not been an express warranty.

3           190. In the month preceding his April 25, 2012 purchase, Mr. Crawford researched the  
 4 Internal Barracuda on the Seagate website. He also viewed the websites of Defendant's competitors  
 5 to do a side-by-side comparison of the Internal Barracuda and other Drives.

6           191. Mr. Crawford read the statements on the 2012 Barracuda webpage that are listed in  
 7 paragraph 55, *supra*, including the statements that Seagate AcuTrac technology enables reliable read  
 8 and write performance even in difficult operating environments and that Seagate can be counted on  
 9 to "deliver the storage innovations that bring down your costs and crank up your storage."

10          192. Mr. Crawford read the AFR and read error rate data in the *Barracuda Data Sheet*, as  
 11 well as Defendant's statements in the *Data Sheet* and on the 2012 Barracuda webpage that the Drive  
 12 is "perfect" and "best-fit" for desktop RAID and NAS and that it "gives you one hard drive platform  
 13 for every desktop storage application."

14          193. Mr. Crawford considered the foregoing statements and data to be material because  
 15 they pertained to the Internal Barracuda's reliability and longevity, which are extremely important  
 16 characteristics of hard drives, and its suitability for RAID and NAS use. He relied on these  
 17 statements and data in deciding to purchase the Internal Barracuda because they caused him to  
 18 reasonably believe that the Internal Barracuda: 1) was stable, reliable, and had a long life  
 19 expectancy; 2) was highly unlikely to fail in any given year, at least until the Drive wore out after  
 20 substantial use; 3) would last as long as comparable hard drives on the market, if not longer; 4)  
 21 contained cutting-edge technology that enabled the Drive to perform reliably and with precision even  
 22 in high-vibration or otherwise challenging operating environments; 5) was yet another high-quality,  
 23 reliable hard drive in the Barracuda line; 6) was suitable for storing his important and irreplaceable  
 24 personal data; 7) was suitable and designed for all RAID and NAS configurations, including RAID  
 25 5; and 8) did not suffer from a model-wide defect that would cause it to fail at an extremely high  
 26 rate.

27          194. Defendant's statements were misrepresentations, and Defendant knowingly failed to  
 28 disclose the Drive's defects and unreliability, for the reasons set forth in this Consolidated Amended

1 Complaint. Due to the Drive's inherent, model-wide defect and its unsuitability for RAID 5, all of  
 2 the Drives Mr. Crawford purchased failed, as did most of the warranty replacements.

3 195. When Mr. Crawford received the three Drives he ordered from TigerDirect, one was  
 4 dead on arrival and was replaced.

5 196. On or around January 6, 2014, approximately one year and eight months after  
 6 purchase, one Drive suffered a complete and catastrophic failure and the other two began to return  
 7 read errors.

8 197. Defendant sent Mr. Crawford a warranty replacement for the failed Drive in January  
 9 2014, but it refused to replace the other two until the errors became worse in March 2014 ("hereafter  
 10 March 2014 replacements"). All three warranty replacements were refurbished Drives.

11 198. The Drive that Mr. Crawford purchased on July 22, 2013, failed on or around  
 12 September 8, 2014, approximately one year and one month after purchase. Defendant subsequently  
 13 issued a warranty replacement (hereafter "September 2014 replacement").

14 199. The September 2014 replacement and one of the March 2014 replacements failed on  
 15 March 29, 2015. In fact, they failed within hours of one another, causing massive data loss; Mr.  
 16 Crawford lost 8TB of data, including 20 years of photos, important tax documents, and drawings  
 17 done by a deceased family member.

18 200. Due to the importance of the data that was lost, Mr. Crawford paid DriveSavers, a  
 19 data recovery company, approximately \$7,500 to recover it.

20 201. The September 2014 replacement was still under warranty when it failed. When data  
 21 recovery was complete and Mr. Crawford was able to send the Drive to Defendant for replacement,  
 22 Defendant refused to provide a warranty replacement even though the Drive failed within warranty.

23 202. In all, seven out of the nine original and replacement Drives failed. If Mr. Crawford  
 24 had known that the Internal Barracuda had an inherent, model-wide defect that drastically reduced its  
 25 lifespan, caused it to fail prematurely at extremely high rates, and made it unsuitable for storing and  
 26 protecting data, he would not have purchased one. Likewise, he would not have purchased a Drive if  
 27 he had known that it was not suitable or designed for RAID 5.

1           **6. Plaintiff Ginsberg**

2       203. Plaintiff Ginsberg purchased a new GoFlex from a Costco in California in or around  
 3 August 2013.

4       204. Costco is an authorized Seagate retailer, and Mr. Ginsberg purchased and used the  
 5 Drive for personal, non-commercial purposes.

6       205. Prior to purchase, Mr. Ginsberg knew that the Drive he purchased was covered by a  
 7 two-year manufacturer warranty; he read the Drive's box when he was at Costco, which included this  
 8 information.

9       206. Mr. Ginsberg relied on the representations on the box and would not have purchased a  
 10 GoFlex if it did not have an express warranty.

11      207. Mr. Ginsberg's Drive failed on or around February 9, 2014, approximately six months  
 12 after purchase, while it was still under warranty. Specifically, the Drive would "hang up" when  
 13 attempting to copy files and would return the error message "Cannot write to disk." Mr. Ginsberg  
 14 reformatted the Drive, but this did not fix the problem.

15      208. Mr. Ginsberg received a warranty replacement from Defendant, which was a  
 16 refurbished unit, and it failed on or around April 25, 2015. It failed in the same manner as the  
 17 original Drive.

18      209. Pursuant to the representation on the box that the warranty was two years, the  
 19 replacement Drive was still under warranty when it failed, as it failed approximately one year and  
 20 nine months after the original drive was purchased. Defendant, however, refused to honor the  
 21 warranty; Defendant told Mr. Ginsberg that, by default, the warranty starts running on the date of  
 22 manufacture, but it would update the warranty end date if he provided proof of purchase. Mr.  
 23 Ginsberg did so, but Defendant inexplicably maintained that the warranty was only for seven months  
 24 and refused to provide a replacement.

25      210. Had Mr. Ginsberg known that the GoFlex had a latent, model-wide defect that  
 26 drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and made it  
 27 unsuitable to store, protect, and back up his data, he would not have purchased one.

1           **7. Plaintiff Manak**

2       211. Plaintiff Manak purchased two new Internal Barracudas from newegg.com on or  
3 around May 16, 2013.

4       212. Newegg is an authorized Seagate retailer, and Mr. Manak purchased and used the  
5 Drives for personal, non-commercial purposes.

6       213. Prior to purchase, Mr. Manak knew that the Internal Barracudas he purchased were  
7 covered by a two-year manufacturer warranty because this information was reported on Newegg.

8       214. Mr. Manak relied on these statements and would not have purchased an Internal  
9 Barracuda if it had not been covered by an express warranty.

10      215. Prior to purchase, between March and May 2013, Mr. Manak visited the 2013  
11 Barracuda webpage and read statements that were identical, or identical in all material respects, to  
12 those listed in paragraph 55, *supra*.

13      216. Mr. Manak also read the Drive's *Data Sheet and/or Product Overview*. Specifically,  
14 he reviewed the read error rate data and the statements pertaining to the reliability and accuracy of  
15 AcuTrac technology.

16      217. Mr. Manak found all of the foregoing statements and data to be material because they  
17 pertained to the reliability and longevity of the Internal Barracuda, which are extremely important  
18 characteristics of hard drives.

19      218. He relied on the foregoing statements in deciding to purchase the Internal Barracuda  
20 because they caused him to reasonably believe that the Internal Barracuda: 1) was stable, reliable,  
21 and had a long expected life; 2) was highly unlikely to fail in any given year, at least until the Drive  
22 wore out after substantial use; 3) would incur read errors very infrequently; 4) would last as long as  
23 comparable hard drives on the market, if not longer; 5) contained cutting-edge technology that  
24 enabled the Drive to perform reliably and with precision even in high-vibration or otherwise  
25 challenging operating environments; 6) was yet another high-quality, reliable hard drive in the  
26 Barracuda line; 7) was suitable for storing his important and irreplaceable personal data; and 8) did  
27 not suffer from a model-wide defect that would cause it to fail at an extremely high rate.

1           219. Defendant's statements were misrepresentations, and Defendant knowingly failed to  
 2 disclose the Drive's defects and unreliability, for the reasons set forth in this Consolidated Amended  
 3 Complaint.

4           220. Due to an inherent, model-wide defect, one of Mr. Manak's Drives failed on or  
 5 around March 15, 2014, which was less than a year after purchase and within the warranty period.  
 6 He subsequently received a refurbished replacement from Defendant.

7           221. The replacement Drive crashed and suffered a complete and catastrophic failure on  
 8 June 1, 2015, which was approximately two weeks after the warranty expired.

9           222. Had Mr. Manak known that the Internal Barracuda had an inherent, model-wide  
 10 defect that drastically reduced its lifespan vis-à-vis comparable hard drives, caused it to fail  
 11 prematurely at extremely high rates, and made it unsuitable for storing and protecting data, he would  
 12 not have purchased one.

13           **8. Plaintiff Enders**

14           223. Plaintiff Enders purchased sixteen new Internal Barracudas between September 2012  
 15 and May 2014. He purchased two on September 27, 2012; twelve on February 17, 2013; one on  
 16 March 16, 2014; and one on May 2, 2014. All of the Drives were purchased from amazon.com.

17           224. Amazon is an authorized Seagate retailer, and Mr. Enders purchased and used the  
 18 Drives for personal, non-commercial purposes. Specifically, he used them in his home NAS, which  
 19 utilized a RAID configuration.

20           225. Prior to purchase, Mr. Enders knew that the Internal Barracudas he purchased were  
 21 covered by a two-year manufacturer warranty, as he saw the length of the warranty on the  
 22 Defendant's website and/or in the materials published by Defendant hyperlinked to its website.

23           226. Mr. Enders relied on these representations and would not have purchased an Internal  
 24 Barracuda if there had not been an express warranty.

25           227. In August 2012, prior to his first purchase, Mr. Enders reviewed the information on  
 26 the 2012 Barracuda webpage and in the *Barracuda Data Sheet*. He read Defendant's statements  
 27 contained therein, particularly those pertaining to the benefits of AcuTrac technology and the

1 assertions that the Drive is “best-fit” and “perfect” for desktop RAID and NAS. He also read the  
 2 AFR and read error rate data in the *Data Sheet*.

3 228. He also reviewed the Drive’s webpage and the *Data Sheet* hyperlinked therein prior to  
 4 his subsequent purchases.

5 229. Mr. Enders considered the foregoing statements and data to be material because they  
 6 pertained to the Internal Barracuda’s reliability and longevity, which are extremely important  
 7 characteristics of hard drives, and its suitability for RAID and NAS use. He relied on these  
 8 statements and data in deciding to purchase the Internal Barracuda.

9 230. Defendant’s statements were misrepresentations, and Defendant knowingly failed to  
 10 disclose the Drive’s defects and unreliability, for the reasons set forth in this Consolidated Amended  
 11 Complaint. Due to the Drive’s inherent, model-wide defect and its unsuitability for RAID, at least  
 12 five of Enders’ drives suffered catastrophic failures during their respective warranty periods. At  
 13 least one of the original Drives failed by reporting uncorrectable read errors.

14 231. Had Mr. Enders known that the Internal Barracuda had an inherent, model-wide  
 15 defect that drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and  
 16 made it unsuitable for storing and protecting data, he would not have purchased one. Likewise, he  
 17 would not have purchased a Drive if he had known that it was not suitable for RAID.

18       **9. Plaintiff Dortch**

19 232. In the spring of 2013, Plaintiff Dortch purchased eight new Internal Barracudas. Some  
 20 of the Drives were purchased from tigerdirect.com and some were purchased from online retailer  
 21 Evertech.

22 233. TigerDirect is an authorized Seagate reseller, and Mr. Dortch used the Drives for non-  
 23 commercial purposes. Specifically, he used them in his home NAS primarily to store movies,  
 24 pictures, and other media for personal and family use.

25 234. Prior to purchase, Mr. Dortch knew that the Drives were covered by a warranty  
 26 because of his prior experience with purchasing hard drives from Defendant. The warranty on  
 27 the Drives was one year.

1           235. Mr. Dortch would not have purchased any Internal Barracudas if there had not  
 2 been an express warranty.

3           236. Prior to his first purchase, Mr. Dortch reviewed the *Barracuda Data Sheet*.  
 4 Specifically, he read the statements on the *Data Sheet* regarding the suitability of the Drive for  
 5 RAID and NAS. Mr. Dortch considered these statements to be material and relied on them  
 6 because he was purchasing the Drives for use in his NAS, which was configured in a RAID 5.

7           237. Defendant's statements were misrepresentations because the Drives were not fit  
 8 for NAS, were not designed for RAID 5, and were not suitable for any RAID configuration.  
 9 Moreover, Defendant knowingly failed to disclose these facts to Mr. Dortch, the Plaintiffs, and  
 10 Class Members.

11           238. Due to the Drive's latent, model-wide defects and its unfitness for NAS, four of  
 12 Mr. Dortch's eight Drives suffered catastrophic failures by early 2014 – approximately one year  
 13 after purchase.

14           239. The first failure occurred within the first 90 days after purchase. Mr. Dortch  
 15 returned it for a warranty replacement (Replacement 1), and around the same time another  
 16 original Drive failed (Original Drive 2). Original Drive 2 was also under warranty and replaced  
 17 with a refurbished Drive.

18           240. Replacement 1 was a refurbished unit, and it failed approximately six months  
 19 after receipt. Shortly thereafter, another original Drive (Original Drive 3) catastrophically failed.  
 20 Mr. Dortch called Defendant to ask if they would replace Replacement 1 and Original Drive 3,  
 21 but Defendant refused because these Drives were just outside of warranty.

22           241. Due to the failure of four Drives, Plaintiff Dortch lost a massive amount of personal  
 23 data, including large archives of family photos dating back to 2002. Plaintiff ultimately paid  
 24 thousands of dollars for a company in South Carolina to recover his data.

25           242. Had Mr. Dortch known that the Internal Barracuda was not suitable for his NAS  
 26 system, which was configured in RAID, and that it had an inherent, model-wide defect that  
 27 drastically reduced its lifespan, caused it to fail prematurely at extremely high rates, and made it  
 28 unsuitable for storing and protecting data, he would not have purchased one.

1           **10. Plaintiff Smith**

2       243. In approximately November 2012, Plaintiff Smith purchased four or five new Internal  
 3 Barracudas, and then subsequently purchased two or three new Internal Barracudas, totaling eight  
 4 Drives.

5       244. Mr. Smith purchased his Drives only from authorized retailers, including Newegg and  
 6 TigerDirect. Mr. Smith used his Drives for personal, non-commercial purposes.

7       245. Prior to purchase, Mr. Smith knew that the warranty period on the Drives that he  
 8 purchased was two years because he saw the length of the warranties on the websites he purchased  
 9 the Drives from.

10      246. Mr. Smith relied on these representations and would not have purchased any  
 11 Drives if there had not been an express warranty.

12      247. Prior to his first purchase, Mr. Smith reviewed the *Barracuda Data Sheet* and the  
 13 press release issued by Defendant in 2011. Specifically, he read the statements that the Internal  
 14 Barracuda was “designed for” NAS and “home and small-business RAID solutions,” and that  
 15 desktop RAID and NAS are two of the “Best-Fit Applications” for the Drive. Mr. Smith  
 16 considered these statements to be material and relied on them, as he intended to use the Drives  
 17 for his personal RAID 5 system.

18      248. Defendant’s statements were misrepresentations because the Drives were not  
 19 designed for RAID 5 and were not fit for any type of RAID configuration or NAS, and  
 20 Defendant knowingly failed to disclose the Drive’s unfitness for such uses prior to Plaintiff’s  
 21 purchase.

22      249. Due to the Drive’s latent, model-wide defects and its unfitness for RAID, at least four  
 23 of Mr. Smith’s original eight Drives failed within the warranty period.

24      250. Mr. Smith returned two Drives directly to Defendant for warranty replacement, and  
 25 one of the replacements failed while it was still under warranty.

26      251. Had Mr. Smith known that the Internal Barracuda was not suitable for RAID 5, and  
 27 had an inherent, model-wide defect that drastically reduced its lifespan, caused it to fail prematurely

1 at extremely high rates, and made it unsuitable for storing and protecting data, he would not have  
 2 purchased any Drives.

3       252. In addition to returning two Drives to Defendant, Mr. Smith also returned at least one  
 4 of the original Drives that failed to Newegg, and at least two of the original Drives that failed to  
 5 TigerDirect. These Drives failed within thirty days of first use.

6 **F. Class Members' Experience with the Drives**

7       253. Members of the Class have had experiences similar to Plaintiffs'

8       254. On the website newegg.com, there are over 700 reviews where consumers gave the  
 9 Internal Barracuda a rating of one or two out of five.<sup>18</sup>

10      255. Defendant is aware of the large number of negative reviews on Newegg. Indeed, it is  
 11 aware of the specific consumer complaints as Defendant has responded to many reviews apologizing  
 12 for the problems with the Internal Barracuda and stating that Defendant would like to speak with the  
 13 consumer by phone.

14      256. Set forth below is a sample of some consumer reviews posted to Newegg.com:

15       a. Vincent Y. [December 12, 2012]

16           Dead in a week

17           Pros: Great storage (while it works)

18           Pretty fast

19           Rather quiet

20           Cons: Used for a week, started 'chirping' and 'clicking'. (Moderate  
 21 use, not heavy use). Within the day it started making sounds, the hard-  
 drive simply failed and died. It would not be recognized.

22           I bought two, this happened to both . . . .

23       b. Dustin S. [Dec. 18, 2012]

24           Replacement is also bad.

25           Pros: None.

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27       <sup>18</sup> See Reviews of *Seagate Desktop HDD ST3000DM001 3TB 64MB Cache SATA 6.0Gb/s 3.5"*  
 28 *Internal Hard Drive Bare Drive*, Newegg, <http://www.newegg.com/Product/Product.aspx?Item=N82E16822148844> (last accessed Jan. 20, 2016).

1 Cons: [Returned] first one replacement also bad after 3days use. Not  
2 happy I had to pay shipping.

3 c. Brock M. [June 14, 2013 2:41 pm]

4 DOA Two Times.

5 Pros: I purchase two of these. One is working fine with no problem.

6 Cons: I purchased two of these hard drives. [One] worked and the  
7 other one didn't. I returned the one that was dead and received another  
8 dead one. Quite frustrating.

9 d. Donald D. [July 20, 2013 10:25 am]

10 Bought 3 died in 3 months.

11 Pros: Cheap, Lots of space, fast shipping

12 Cons: I got three of these and all three died in the first three months all  
13 about a week apart!

14 e. Jake W. [May 2, 2014]

15 High Failure Rate

16 Pros: When the drives aren't failing they run how I would expect.

17 Cons: These drives seem to have a very high failure rate. 2 drives died  
18 after less than a week of use. After 3-4 months 2 more failed and I had  
19 to go through Seagate's terrible warranty system. Just this week a 5th  
drive failed and had to be sent back to Seagate. In total I have spent  
over \$60 shipping the drives back to Seagate to get them replaced. I  
can no longer in good faith recommend Seagate drives to anyone I  
know.

20 f. Mark N. [August 18, 2014 8:31 pm]

21 No More for me.

22 Pros: Price

23 Cons: This is a replacement for my original purchase that gave me  
24 problems from the get go. This one started having delays and corrupt  
data shortly after use. I'm just getting tired of sending drives back to  
Seagate just to get another refurbished drive in exchange that will also  
fail shortly after receiving it.

25 Other Thoughts: Enough is enough, no more getting sucked in because  
26 the price may be a few dollars cheaper than a more reliable brand.

27 g. Anonymous [December 26, 2015 1:35 pm]

28 Pros: Fastest storage drive I've ever owned.

1           *Cons:* Died faster than any drive I've ever owned. Data that I would  
2           have rather forfeit bodily functionality than lose has been lost . . . .

3           h. Peter B. [September 8, 2015 7:16 am]

4           Don't let the price tempt you!

5           Pros: Works as advertised for a short period of time

6           *Cons:* Yikes! Not reliable at all. I have 2 of these drives and the first  
7           one died after 3 months. Replacement drive just died again after barely  
         being used (seriously, it sat in the box – when installed, it lasted a  
         month) and now it's out of warranty . . . .

8           i. Alex C. [January 14, 2016 3:23 pm]

9           Not sure about Seagate Quality anymore.

10          Pros: Good size

11          Decent price

12          *Cons:* Bad reliability. 3 out 7 failed within 2 years

13          I bought 7 same drives about 22 months ago for a RAID 5 NAS setup.  
14          One as spare. About 4 months ago, one drive failed. Another one failed  
         after 2 more months. Before RMA [Return Material Authorization]  
         came back, another one failed just 3 weeks ago. This last failed one is  
         just of warranty for a few days . . . .

15           j. Howard [Jan. 10, 2016 5:24 am]

16           The Drives have a bad failure rate

17          Pros: None

18          *Cons:* I have had several of these drives fail in my RAID array. I  
19          replaced them and now one I just purchased was dead after a month . . .

20          257. Hundreds – if not thousands – of reviews and complaints about Internal Barracuda  
21          failures are also posted on websites such as amazon.com.<sup>19</sup>

22          258. Similarly, the Backup Plus has received hundreds of negative reviews on  
23          amazon.com. Indeed, there are approximately 450 reviews where consumers rated the Backup Plus a  
24          one-out-of-five.<sup>20</sup>

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25           <sup>19</sup> See, e.g., *Customer Reviews*, [http://www.amazon.com/Seagate-Desktop-3-5-Inch-Internal-ST3000DM001/dp/B005T3GRLY/ref=cm\\_cr\\_pr\\_product\\_top?ie=UTF8](http://www.amazon.com/Seagate-Desktop-3-5-Inch-Internal-ST3000DM001/dp/B005T3GRLY/ref=cm_cr_pr_product_top?ie=UTF8).

26           <sup>20</sup> See *Customer Reviews*, [http://www.amazon.com/Seagate-Backup-Desktop-External-STCA3000101/product-reviews/B00829THQE/ref=cm\\_cr\\_dp\\_qt\\_hist\\_one?ie=UTF8&filterBy=addOneStar&showViewpoints=0](http://www.amazon.com/Seagate-Backup-Desktop-External-STCA3000101/product-reviews/B00829THQE/ref=cm_cr_dp_qt_hist_one?ie=UTF8&filterBy=addOneStar&showViewpoints=0) (last accessed Jan. 21, 2015).

1           259. Defendant is aware of the large number of negative reviews on amazon.com, as well  
 2 as the specific complaints consumers have, because it replied to numerous reviews.

3           260. Set forth below is a sample of some consumer reviews of the Backup Plus posted to  
 4 Amazon.com:

5           a. M. Olson [Sept. 5, 2012]

6                 Failed in a week.

7                 I have had this ONE week. On a Mac so I reformatted the drive and it  
 8 seemed to work fine. Did about 1.5TB of backup the first two days it  
 9 appeared to work fine. Tried to mount today... Nothing. Disk repair  
 10 failed. Have to erase and reformat. I don't trust it. Big disappointment.

11           b. A Programmer [August 6, 2013]

12                 Failed after a month

13                 As a Pre-engineering student, and as a programmer, I needed a reliable  
 14 backup drive. This drive failed after a month. Yesterday, I needed to  
 15 repartition my computer to run only Linux and Windows. I had all of  
 16 my documents backed up, including games, My school stuff, my  
 17 college essays, my programs that I made, my operating system .iso's,  
 18 my programming pdf's, and a draft of the book that I was writing on  
 19 how to program Java 7. Sure enough, when I plugged in my hard drive  
 20 (I was running Windows 7) and started to transfer files, it failed and  
 21 made a weird whirring sound . . .

22                 I am exceptionally irritated by the drives lack of reliability and  
 23 [Seagate's] refusal to recover my lost data without paying a great sum  
 24 of money that I cannot afford as a student.

25           c. DS [June 10, 2014]

26                 There's a reason this drive has [hundreds of] 1 star reviews. This is the  
 27 worst hard drive I've ever had the displeasure of owning. The first  
 28 drive developed bad sectors in less than one year. So many that data  
 recovery was actually kind of a PITA...

29                 I was able to get an RMA from Seagate for the drive. The new drive  
 30 arrived from Seagate and it still had the previous customer's asset  
 31 management stickers on it, including their phone number and address...  
 32 right next to the big sticker that said: RECERTIFIED.

33                 Three weeks later the replacement drive failed as well. I'm not going  
 34 to even bother with an RMA even though it's under warranty still, I'm  
 35 sure the next drive will just fail as well.

36           d. Amazon Customer [Feb. 6, 2015]

37                 The purpose of an external hard drive is for it to provide a restore  
 38 option when and if my computer hard drive fails. In order to be useful

1 for this purpose, the external hard drive must be available and reliable.  
 2 This is my second hardware failure for this product. Both times the  
 3 hard drive failed to power up. The Seagate failed within its warranty  
 4 period, so Seagate replaced it, but would not do any data recovery  
 unless I paid \$300 for them to attempt. No guarantees. No thanks . . .  
 Fast forward a year, and the replacement Seagate drive failed.

5 e. E [January 11, 2016]

6 The disk performed OK while it worked, but started dying after less  
 than two years of rather light use.

7 Over the years I've used quite a few backup drives, and this one seems  
 8 the least reliable of them all . . . .

9 261. Like the Internal Barracuda and Backup Plus, there are hundreds of negative reviews  
 10 of the GoFlex on websites such as Amazon.com.<sup>21</sup>

11 262. Defendant is aware of the large number of negative reviews on amazon.com, as well  
 12 as the specific complaints consumers have, because it replied to numerous reviews.

13 263. Set forth below is a sample of some customer reviews of the GoFlex posted to  
 14 amazon.com:

15 a. Kindle Customer [Dec. 13, 2011]

16 3 of 4 Drives = DOA

17 Seagate has a major quality problem. I ordered two of these from  
 18 Amazon, one worked right out of the box, the other didn't. (First DOA  
 - dead on arrival.) Replaced the failing drive with another from  
 19 Amazon. DOA. While talking w. Seagate, they asked that I replace it  
 with one directly from them (Seagate). Another DOA. So that's 3 DOA  
 20 out of four. In each case, the drive failed while running Seagate's own  
 diagnostic read/write tests. One wonders if they test anything before  
 shipment, and if so, how?

21 b. Stephen [March 24, 2012]

22 I had this hard drive for a month, stopped working and I lost a great  
 23 deal of data and files that I had already moved to this storage. I would  
 not recommend this hard drive.

24 c. Michael C. [Nov. 21, 2015]

25 Failed and failed again.

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26  
 27 <sup>21</sup> See Customer Reviews, Amazon, [http://www.amazon.com/product-reviews/B005IA844G/ref=acr\\_dpx\\_hist\\_1?ie=UTF8&filterByStar=one\\_star&showViewpoints=0](http://www.amazon.com/product-reviews/B005IA844G/ref=acr_dpx_hist_1?ie=UTF8&filterByStar=one_star&showViewpoints=0) (last accessed February 4,  
 28 2016).

1 Failed twice. First one failed in the first month I had it. Replaced under  
 2 warranty and it failed after a couple of years and not covered again.  
 3

4 d. Amazon Customer [Jan. 3, 2016]

5 Just to let you know[,] EVERY SINGLE one of these I have bought  
 6 has failed. Some within warranty. I have many decade old WD  
 7 [Western Digital] drives still working...[but] [t]hese Seagate drive[s]  
 8 are durable as toilet paper, and every bit of your data will be lost when  
 9 they start growling or screeching or just silently refuse to ever power  
 10 up again.

11 **V. CLASS ACTION ALLEGATIONS**

12 264. Plaintiffs bring this action as a class action pursuant to Rules 23(a) and 23(b)(3) of the  
 13 Federal Rules of Civil Procedure on behalf of a Class defined as:

14 All individuals in the United States who purchased, not for resale, at  
 15 least one Seagate model ST3000DM001 hard drive, or at least one  
 16 external drive that contained a drive with the aforesaid model number.

17 265. Alternatively, Plaintiffs bring this action as a class action on behalf of the following  
 18 Subclasses:

19 All individuals in California who purchased, not for resale, at least one  
 20 Seagate model ST3000DM001 hard drive, or at least one external drive  
 21 that contained a drive with the aforesaid model number. All  
 22 individuals in South Carolina who purchased, not for resale, at least  
 23 one Seagate model ST3000DM001 hard drive, or at least one external  
 24 drive that contained a drive with the aforesaid model number.

25 All individuals in New York who purchased, not for resale, at least one  
 26 Seagate model ST3000DM001 hard drive, or at least one external drive  
 27 that contained a drive with the aforesaid model number.

28 All individuals in Florida who purchased, not for resale, at least one  
 29 Seagate model ST3000DM001 hard drive, or at least one external drive  
 30 that contained a drive with the aforesaid model number.

All individuals in Illinois who purchased, not for resale, at least one  
 Seagate model ST3000DM001 hard drive, or at least one external drive  
 that contained a drive with the aforesaid model number.

All individuals in Massachusetts who purchased, not for resale, at least one  
 Seagate model ST3000DM001 hard drive, or at least one external drive  
 that contained a drive with the aforesaid model number.

All individuals in Tennessee who purchased, not for resale, at least one  
 Seagate model ST3000DM001 hard drive, or at least one external drive  
 that contained a drive with the aforesaid model number.

1           All individuals in Texas who purchased, not for resale, at least one  
 2           Seagate model ST3000DM001 hard drive, or at least one external drive  
           that contained a drive with the aforesaid model number.

3         266. Excluded from the Classes are: (a) Defendant, including any entity in which  
 4           Defendant has a controlling interest, and its representatives, officers, directors, employees, assigns  
           and successors; (b) any person or entity who has settled or released these same claims against  
 5           Defendant as evidenced by a written release; and (c) the Judge to whom this case is assigned.

6         267. Plaintiffs are members of the Classes that they seek to represent. Members of the  
 7           proposed Classes are fully ascertainable and can be identified using Defendant's records of online  
 8           retail sales (including records of retail sales by its authorized resellers and dealers), product  
 9           registrations, and other information kept by Defendant in the usual course of business and/or in the  
 10          control of Defendant. Class Members can be notified of the class action through publication on user  
 11          websites and direct e-mailings to address lists maintained in the usual course of business by  
 12          Defendant. Alternatively, Class Members can identify themselves.

13         268. Numerosity/Impracticability of Joinder: The members of the Classes are so numerous  
 14           that joinder of all members would be impracticable. The proposed Classes include, at a minimum,  
 15           thousands of members. The precise number of Class Members can be ascertained by reviewing  
 16           documents and records in Defendant's possession, custody, and control, or otherwise obtained  
 17           through reasonable means.

18         269. Commonality and Predominance: There are common questions of law or fact which  
 19           predominate over any questions affecting only individual members of the Classes. These common  
 20          legal or factual questions, include, but are not limited to the following:

- 22           a. Whether the Drives contain a latent, model-wide defect that  
               causes them to fail prematurely;
- 23           b. Whether Defendant engaged in a pattern of fraudulent,  
               deceptive and misleading conduct;
- 24           c. Whether Defendant made material misrepresentations of fact or  
               omitted stating material facts to Plaintiffs and the Classes  
               regarding the defective nature and high failure rate of the  
               Drives;
- 25           d. Whether Defendant's acts and omissions violated consumer  
               protection, unfair competition, and/or false advertising statutes;

- 1                   e. Whether the Drives are of the same quality as those generally  
2                   acceptable in the market;
- 3                   f. Whether the Drives are fit for the ordinary purposes for which  
hard drives are used;
- 4                   g. Whether the Drives are adequately contained, packaged, and  
labeled;
- 5                   h. Whether Defendant breached its express and implied  
warranties;
- 6                   i. Whether Defendant represented that its Drives are of a  
particular standard, quality, or grade when they are of another;
- 7                   j. Whether Defendant represented that its Drives have  
characteristics, uses, or benefits that they do not;
- 8                   k. Whether, as a result of Defendant's misconduct, Plaintiffs and  
the Classes are entitled to relief, and, if so, the nature of such  
relief;
- 9                   l. Whether, by the misconduct set forth herein, Defendant  
violated the common law of unjust enrichment; whether the  
Plaintiffs and members of the Classes have sustained  
ascertainable loss and damages as a result of Defendant's acts  
and omissions, and the proper measure thereof.

15                  270. Typicality: The representative Plaintiffs' claims are typical of the claims of the  
16 members of the Classes they seek to represent. Plaintiffs and members of the Classes have been  
17 injured by the same wrongful practices in which Defendant has engaged. Plaintiffs' claims arise from  
18 the same practices and course of conduct that give rise to the claims of the members of the Classes  
19 and are based on the same legal theories.

20                  271. Adequacy: Plaintiffs are representatives that will fully and adequately assert and  
21 protect the interests of the Classes, and have retained class counsel who are experienced and  
22 qualified in prosecuting class actions. Neither Plaintiffs nor their attorneys have any interests which  
23 are contrary to or conflicting with the Classes.

24                  272. Superiority: A class action is superior to all other available methods for the fair and  
25 efficient adjudication of this lawsuit, because individual litigation of the claims of all Class Members  
26 is economically unfeasible and procedurally impracticable. While the aggregate damages sustained  
27 by the Classes are likely in the millions of dollars, the individual damages incurred by each Class  
28 member resulting from Defendant's wrongful conduct are too small to warrant the expense of

1 individual suits. The likelihood of individual Class Members prosecuting their own separate claims  
2 is remote, and, even if every Class member could afford individual litigation, the court system would  
3 be unduly burdened by individual litigation of such cases. Individual members of the Classes do not  
4 have a significant interest in individually controlling the prosecution of separate actions, and  
5 individualized litigation would also present the potential for varying, inconsistent, or contradictory  
6 judgments and would magnify the delay and expense to all of the parties and to the court system  
7 because of multiple trials of the same factual and legal issues. Plaintiffs know of no difficulty to be  
8 encountered in the management of this action that would preclude its maintenance as a class action.  
9 In addition, Defendant has acted or refused to act on grounds generally applicable to the Classes and,  
10 as such, final injunctive relief or corresponding declaratory relief with regard to the members of the  
11 Classes as a whole is appropriate.

12           273. In the alternative, Plaintiffs seek certification pursuant to Rule 23(c)(4) on the issues  
13 of: (a) whether Defendant breached its warranty contracts with Plaintiffs and the Class; and (b)  
14 whether Defendant engaged in deceptive, confusing or misleading practices in connection with the  
15 sale and warranting of the Drives.

## **VI. VIOLATIONS ALLEGED**

## **FIRST CLAIM FOR RELIEF**

## **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW (ON BEHALF OF PLAINTIFFS AND THE CLASS)**

274. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20           275. California Business and Professions Code § 17200, *et seq.*, the Unfair Competition  
21 Law (“UCL”), prohibits any “unlawful, unfair, or fraudulent business act or practices.”

22           276. Plaintiffs, the members of the Class, and Defendant are “persons” within the meaning  
23 of the UCL.

277. The UCL applies to the claims of all Plaintiffs and Class Members, regardless of the  
state in which they reside or purchased their Drive(s), because the unlawful conduct giving rise to  
this claim occurred in and emanated from California. Upon information, belief, and investigation of  
counsel:

- 1 a. Defendant is headquartered in California and directs all of its  
operations from there.
- 2 b. The Drives were designed, in whole or in part, by Defendant in  
California.
- 3 c. From its headquarters and/or its other locations in California,  
Defendant markets and advertises its products and directs its  
marketing and advertisements to consumers across the country.
- 4 d. From its headquarters and/or its other locations in California,  
Defendant orchestrates, coordinates, and carries out national  
sales and marketing strategies, consumer sales operations, and  
product planning.
- 5 e. From its headquarters and/or its other locations in California,  
Defendant devises, orchestrates, coordinates, and carries out  
public relations campaigns in which it “interfaces with public  
relations agenc[ies] and acts as the corporate spokesperson to  
the media, analysts and the general public at large.”<sup>22</sup>
- 6 f. From its headquarters and/or its other locations in California,  
Defendant “identif[ies], assemble[s], transform[s] and  
combine[s]” consumer data and creates “actionable and  
available reports for the entire Seagate consumer business” that  
“drive decision making for all of [Defendant’s] consumer  
products.”<sup>23</sup>
- 7 g. The advertisements, materials, and statements at issue in this  
litigation were conceived, created, and published by Defendant  
in California and distributed, electronically and otherwise, from  
California to Plaintiffs and Class Members. This is evidenced  
by the foregoing as well as the fact that the *Barracuda Data  
Sheet, HDD Kit Data Sheet, Barracuda Product Overview, and  
Storage Solutions Guide* are copyrighted by Seagate  
Technology LLC and contain the address of its California  
headquarters. Moreover, Defendant employs a Senior Director  
of Marketing and Senior Director of Global Marketing at its  
headquarters.
- 8 h. Defendant also develops and maintains its website and devises,  
implements, and directs online marketing strategies from  
California. This is evidenced by the foregoing as well as the

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<sup>22</sup> *Sr. PR Manager: Seagate Technology LLC – Cupertino CA 95014*, Monster (April 13, 2016), <http://job-openings.monster.com/monster/8d29b43b-ebf5-4d32-ad06-aef9e9f1fb57?mescoid=1100009001001&jobPosition=16>.

<sup>23</sup> *Sr. Engineer, Data Analytics – Business Intelligence & Data Analytics Group: Seagate Technology LLC – Cupertino CA 95014* (April 15, 2016), <http://job-openings.monster.com/monster/35b5855b-b68e-4554-9a37-0f0076240cb4?mescoid=1500127001001&jobPosition=5#>

1 fact that Defendant employs web development managers and  
 2 the Director of Online Marketing at its headquarters.<sup>24</sup>

- 3 i. The Drives' misleading reliability data was calculated by, or  
 4 was calculated from information and data obtained by,  
 5 Defendant's employees in California. This is evidenced by the  
 6 fact that Defendant employs materials science and analytical  
 7 engineering professionals in California who, among other  
 8 things, are "responsible for hard drive disc materials & thin  
 9 film analysis, in terms of structure and contamination  
 10 identification, quality evaluation, purification, and failure  
 11 analysis."<sup>25</sup>

12 278. Defendant violated the UCL for one or more of the following reasons:

- 13 a. It engaged in unlawful conduct.  
 14 b. It made material misrepresentations and omissions.  
 15 c. It engaged in immoral, unethical, unscrupulous, and oppressive  
 16 conduct, or conduct that is otherwise against established public  
 17 policy.

18 279. More specifically, Defendant violated the UCL's "unlawful" prong by violating  
 19 California's Consumer Legal Remedies Act, False Advertising Law, and express and implied  
 20 warranty statutes, as set forth below.

21 280. Defendant violated the UCL's "fraudulent" prong because it made material  
 22 misrepresentations and omissions regarding the Drives, as set forth in this Consolidated Amended  
 23 Complaint. Plaintiffs viewed Defendant's statements and representations prior to purchase,  
 24 considered them to be material, relied on them, and were deceived by them.

25 281. The affirmative misrepresentations made by Defendant include, without limitation,  
 26 that the Drives are highly reliable, have an extremely low failure rate, are ideal for RAID and NAS,  
 27 and are suitable for protecting important and irreplaceable personal data. For example, Defendant  
 28 claimed that the Barracuda provides: "[r]eliable performance, even in tough environments, thanks to  
 Seagate AcuTrac™ servo technology;" that it delivers "dependable performance, even with hard  
 drive track widths of only 75 nanometers;" that it is "perfect" and "best-fit" for desktop RAID and

<sup>24</sup> See *Front-End Web Developer / Manager-161657*, Seagate,  
<https://seagate.taleo.net/careersection/2/jobdetail.ftl?job=161657> (last accessed May 2, 2016).

<sup>25</sup> *Staff Engineer, Materials Science/Analytical Engineering: Seagate Technology LLC - Fremont, CA 94537*, Monster (April 7, 2016), <http://job-openings.monster.com/monster/3725a2c7-f7f2-4f5a-9711-72e00bb241ea?mescoid=1700183001001&jobPosition=4>.

NAS; that it “gives you one hard drive platform for every desktop storage application. One drive with trusted performance, reliability, simplicity, and capacity;” and that it has an AFR of less than one percent and a read error rate of 1 in 100 trillion. Moreover, Defendant advertised the Backup Plus as ideal for safeguarding and protecting one’s “entire digital life,” “lifetime of memories,” and life’s “amazing moments” against “life happen[ing]’ to your computer.”

282. These statements, and the other statements alleged in this Consolidated Amended Complaint, are false, misleading, and members of the public would likely be deceived by them, as they are unqualified and specific affirmations of the Drives’ reliability and quality and are not mere “puffery” or hyperbole.

283. In addition, under California law, a duty to disclose arises in four circumstances: 1) when the defendant is in a fiduciary relationship with the plaintiff; 2) when the defendant had exclusive knowledge of material facts not known to the plaintiff; 3) when the defendant actively conceals a material fact from the plaintiff; and 4) when the defendant makes partial representations but also suppresses some material facts.

284. Defendant had a duty to disclose the Drives’ defects and their unsuitability for RAID and NAS to the Plaintiffs and the Class for the following three independent reasons: 1) Defendant had exclusive knowledge of these facts at the time of sale; 2) Defendant actively concealed these facts from Plaintiffs and Class Members; and 3) Defendant made partial representations to Plaintiffs and Class Members regarding the reliability, longevity, and suitable uses of the Drives.

285. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the Drives are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that renders them highly prone to early catastrophic failures; 3) that they are not suitable for storing, protecting, or backing up important personal data; 4) that they are not designed for RAID 5 or suitable for any form of RAID or NAS; 5) that their published read error rates and AFRs are wholly inaccurate; and 6) that they do not last as long as comparable hard drives on the market.

286. Defendant failed to disclose the foregoing despite knowing that the Drives are plagued by latent, model-wide defects. Defendant’s knowledge stemmed from reading negative consumer reviews detailing Drive failures and testing and repairing its own defective Drives.

1           287. Defendant's omissions and misrepresentations were material because they pertain to  
 2 the Drives' reliability and longevity, and a reasonable consumer would attach importance to the  
 3 existence or non-existence of a defect that strongly and adversely affects these qualities.

4           288. It is common knowledge that a hard drive's reliability and longevity are important to  
 5 consumers, as consumers store valuable and often irreplaceable files, pictures, documents, and other  
 6 data on them. Defendant, which is one of the largest hard drive manufacturers in the world, therefore  
 7 knew, or had reason to know, that consumers were likely to regard the foregoing as important in  
 8 deciding whether to purchase its Drives. Moreover, the consumer reviews and complaints discussed  
 9 *supra* put Defendant on notice of the above.

10          289. Plaintiffs would not have purchased any Drives if they had known about their model-  
 11 wide defects, unreliability, and/or unsuitability for RAID and NAS. Since Defendant's  
 12 misrepresentations and omissions were material, it may be presumed that members of the Class  
 13 would not have purchased a Drive if they had known about their defects.

14          290. If Defendant had disclosed the Drives' defects, the defects would have become known  
 15 to Plaintiffs and the Class Members because, upon information and belief, they would have been  
 16 disseminated on the Internet, by retail employees, and through other sources.

17          291. Defendant violated the UCL's unfair prong because Defendant's acts and practices set  
 18 forth in this Consolidated Amended Complaint offend established public policy or are otherwise  
 19 immoral, unethical, unscrupulous, and oppressive.

20          292. These acts and practices include, without limitation, Defendant marketing and selling  
 21 the Drives knowing they contain serious model-wide defects; failing to adequately disclose and  
 22 remedy the defects; marketing and selling the Drives as "perfect" and "best-fit" for RAID knowing  
 23 they are not designed for RAID 5 or suitable for any type of RAID or NAS; misrepresenting the  
 24 quality and reliability of the Drives; replacing failed Drives with "refurbished" Drives that had  
 25 already failed and were highly likely to fail again; failing to provide refunds or a different model of  
 26 hard drive to warranty claimants even though Defendant never delivered conforming, non-defective  
 27 Drives; and providing defective replacement Drives and charging customers exorbitant sums of  
 28 money to recover their data.

293. The harm these acts and practices cause to consumers greatly outweighs any benefits associated with those acts and practices.

294. Defendant's conduct has also impaired competition within the hard drive market and has prevented Plaintiffs and Class Members from making fully informed decisions about whether to purchase Drives and/or the price to be paid to purchase them.

295. Plaintiffs have standing to pursue all of the foregoing Unfair Competition Law claims on behalf of the Class because they have suffered an injury in fact, including the loss of money or property, as a result of and in reliance on Defendant's unfair, unlawful, and deceptive practices. As set forth above, Plaintiffs were exposed to and read Defendant's misrepresentations prior to purchase, considered them material, relied on them, and were deceived by them. Moreover, had Defendant disclosed the Drives' defects and true suitable uses, Plaintiffs would not have purchased any. In addition, Plaintiffs expended money as a result of the Drives' defects to the extent that they had to pay to ship their Drives to Defendant for replacement.

296. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated throughout the country.

297. Accordingly, Plaintiffs and the Class request that this Court enter such orders or judgments as may be necessary to enjoin Defendant from continuing its unfair, unlawful, and/or deceptive practices and to restore to Plaintiff and the Class any money Defendant acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for attorney's fees and costs.

## **SECOND CLAIM FOR RELIEF**

**VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW  
(ON BEHALF OF PLAINTIFFS AND THE CLASS)**

298. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

299. California Business and Professions Code § 17500, *et seq.*, the False Advertising Law (“FAL”), proscribes the dissemination of a statement that is “untrue, misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

1           300. The FAL prohibits statements that are “disseminated before the public in [California]”  
 2 as well as those that are “disseminated from [California] before the public in any state.”

3           301. As alleged in paragraph 277, *supra*, the misrepresentations at issue in this litigation  
 4 were disseminated from California to Plaintiffs in their respective states and to Class Members  
 5 across the country.

6           302. Plaintiffs and the members of the Class are “persons” within the meaning of the FAL.

7           303. Defendant is a “corporation” within the meaning of the FAL.

8           304. Defendant engaged in advertising and marketing to the public and offered the Drives  
 9 for sale.

10          305. Defendant engaged in the advertising and marketing alleged herein with the intent to  
 11 induce the sale of its Drives to consumers.

12          306. Defendant’s advertising and marketing representations regarding its Drives were  
 13 false, misleading, deceptive, and material as set forth in detail above. Defendant also concealed  
 14 material information from consumers that the Drives contain a latent defect that causes them to fail at  
 15 extraordinarily high rates and that the Drives are not designed for RAID 5 or suitable for any RAID  
 16 or NAS configuration.

17          307. Defendant’s misrepresentations and omissions deceive or have the tendency to  
 18 deceive the general public.

19          308. Since Defendant’s misrepresentations and omissions are objectively material to a  
 20 reasonable consumer, reliance on them may be presumed as a matter of law.

21          309. At the time the misrepresentations were made, Defendant knew, or should have  
 22 known, that they were untrue or misleading. Defendant had knowledge of thousands of complaints  
 23 and reviews from customers pertaining to the defects at issue in this litigation, and it had firsthand  
 24 knowledge of the Drives’ defects because it examined and tested all Drives sent in by consumers for  
 25 replacement.

26          310. Plaintiffs have standing to pursue a FAL claim on behalf of the Class because they  
 27 have suffered an injury in fact, including the loss of money or property, as a result of and in reliance  
 28 on Defendant’s false advertising. Plaintiffs were exposed to and read Defendant’s misrepresentations

1 prior to purchase, considered them material, relied on them, and were deceived by them. Moreover,  
 2 had Defendant disclosed the Drives' defects and true suitable uses, Plaintiffs would not have  
 3 purchased any. In addition, Plaintiffs expended money as a result of the Drives' defects to the extent  
 4 that they had to pay to ship their Drives to Defendant for replacement.

5       311. All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
 6 conduct of Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized  
 7 course of conduct that is still perpetuated and repeated throughout the country.

8       312. Accordingly, Plaintiff and the Class request that this Court enter such orders or  
 9 judgments as may be necessary to enjoin Defendant from continuing its false advertising practices  
 10 and to restore to Plaintiff and the Class any money Defendant acquired by false advertising,  
 11 including restitution and/or restitutionary disgorgement, and for attorney's fees and costs.

### 12                   **THIRD CLAIM FOR RELIEF**

#### 13                   **VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT 14                   (ON BEHALF OF PLAINTIFFS AND THE CLASS)**

15       313. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16       314. California Civil Code § 1750, *et seq.*, the Consumer Legal Remedies Act, prohibits  
 17 several enumerated unfair methods of competition and unfair or deceptive acts or practices including,  
 without limitation:

- 18           a. Representing that goods or services have sponsorship,  
               approval, characteristics, ingredients, uses, benefits, or  
               quantities which they do not have. Cal. Civ. Code §  
               1770(a)(5).
- 19           b. Representing that goods or services are of a particular standard,  
               quality, or grade, or that goods are of a particular style or  
               model, if they are of another. Cal. Civ. Code § 1770(a)(7).
- 20           c. Advertising goods or services with intent not to sell them as  
               advertised. Cal. Civ. Code § 1770(a)(9).
- 21           d. Representing that the subject of a transaction has been supplied  
               in accordance with a previous representation when it has not.  
               Cal. Civ. Code § 1770(a)(16).

1           315. The CLRA applies to the claims of all Plaintiffs and Class Members, regardless of the  
 2 state in which they reside or purchased their Drive(s), because the unlawful conduct giving rise to  
 3 this claim occurred in and emanated from California, as set forth above.

4           316. Defendant is a “person” as defined in the CLRA.

5           317. Plaintiffs and Class Members acquired and purchased Drives for personal, family, or  
 6 household purposes and are therefore “consumers” as defined in the CLRA.

7           318. The Drives are “goods” as defined by the CLRA.

8           319. The purchases by Plaintiffs and Class Members of the goods sold by Defendant  
 9 constitute “transactions” as defined by the CLRA.

10          320. In connection with its sale of goods to Plaintiffs and the Class, Defendant violated the  
 11 CLRA, including without limitation §§ 1770(a)(5), (7), (9), and (16), by:

- 12           a. Misrepresenting to Plaintiffs and the Class that the Drives are  
                   reliable consumer hard drives with extremely low failure rates,  
                   when in fact they have latent, model-wide defects that cause  
                   them to fail at extraordinarily high rates and have a far shorter  
                   lifespan than comparable hard drives on the market.
- 15           b. Misrepresenting to Plaintiff and the Class that the Internal  
                   Barracuda was designed for and ideal for Desktop RAID and  
                   NAS when it was not designed for RAID 5 and is not suitable  
                   for any RAID or NAS configuration.

16          321. In addition, under California law, a duty to disclose arises in four circumstances: 1)  
 17 when the defendant is in a fiduciary relationship with the plaintiff; 2) when the defendant had  
 18 exclusive knowledge of material facts not known to the plaintiff; 3) when the defendant actively  
 19 conceals a material fact from the plaintiff; and 4) when the defendant makes partial representations  
 20 but also suppresses some material facts.

21          322. Defendant had a duty to disclose the Drives’ defects and their unsuitability for RAID  
 22 and NAS to the Plaintiffs and the Class for the following three independent reasons: 1) Defendant  
 23 had exclusive knowledge of these facts at the time of sale; 2) Defendant actively concealed these  
 24 facts from Plaintiffs and Class Members; and 3) Defendant made partial representations to Plaintiffs  
 25 and Class Members regarding the reliability, longevity, and suitable uses of the Drives.

1           323. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the Drives  
 2 are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that renders  
 3 them highly prone to early catastrophic failures; 3) that they are not suitable for storing, protecting,  
 4 or backing up important personal data; 4) that they are not designed for RAID 5 or suitable for any  
 5 form of RAID or NAS; 5) that their published read error rates and AFRs are wholly inaccurate; and  
 6) that they do not last as long as comparable hard drives on the market.

7           324. Defendant failed to disclose the foregoing despite knowing that the Drives are  
 8 plagued by latent, model-wide defects. Defendant's knowledge stemmed from reading negative  
 9 consumer reviews detailing Drive failures and testing and repairing its own defective Drives.

10          325. In sum, Defendant violated the CLRA by supplying defective Drives and  
 11 misrepresenting their suitable and intended uses and by further concealing material facts regarding  
 12 the same.

13          326. Defendant's misrepresentations and omissions were likely to mislead an ordinary  
 14 consumer for the reasons discussed in detail in this Consolidated Amended Complaint, and they did  
 15 in fact mislead Plaintiffs.

16          327. Defendant's omissions and misrepresentations were material for the reasons discussed  
 17 *supra*.

18          328. Plaintiffs and the Class relied to their detriment on Defendant's misrepresentations  
 19 and omissions in purchasing Drives, and were injured.

20          329. Plaintiffs, on behalf of themselves and the Class, demand judgment against Defendant  
 21 under the CLRA for injunctive relief.

22          330. Plaintiffs, on behalf of themselves and the Class, further intend to seek damages.  
 23 Pursuant to Cal. Civ. Code § 1782(a), Plaintiffs will serve Defendant with notice of its alleged  
 24 violations of the CLRA by certified mail, return receipt requested. If, within thirty days after the date  
 25 of such notification, Defendant fails to provide appropriate relief for its violations of the CLRA,  
 26 Plaintiffs will seek the Court's leave to amend this Consolidated Amended Complaint.

## **FOURTH CLAIM FOR RELIEF**

**BREACH OF EXPRESS WARRANTY  
(ON BEHALF OF PLAINTIFFS AND THE CLASS)**

331. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

332. The Drives' warranty contains a choice of law clause which provides that the "laws of the State of California, USA, govern this limited warranty."

333. Defendant is and was at all relevant times a merchant as defined by Cal. Com. Code  
§ 2104.

334. As an express warrantor and manufacturer and merchant, Defendant had certain obligations under California Commercial Code § 2313, *et seq.*, and California Civil Code § 1791.2, *et seq.*, to conform the Drives to their express warranties.

335. When Plaintiffs and Class Members purchased the Drives, Defendant expressly warranted that they were free from defects in materials and workmanship.

336. Defendant breached its express warranties – and continues to breach them – because it did not, and cannot, deliver conforming, non-defective Drives to Plaintiffs and Class Members despite sending replacement Drives to them.

337. Defendant did not, and cannot, deliver conforming, non-defective Drives because the Drives suffer from latent, model-wide defects which are present at the time of sale or Drive replacement.

338. These defects cause the Drives' warranties to fail of their essential purpose. Defendant warranted that if a Drive has a defect in materials or workmanship, Defendant will replace it with a "functionally equivalent replacement product." *See Exhibit F: Seagate Limited Warranty.* The reasonable and natural interpretation of this phrase is "functional equivalent of the product as warranted" (i.e. free from defects in materials and workmanship). Defendant did not satisfy this obligation because all of its Drive have latent defects and it failed to replace the Drives owned by Plaintiffs and Class Members with functionally equivalent hard drives of a different model.

1           339. Simply put, Defendant replaced defective Drives with defective Drives. Indeed,  
 2 Defendant provided as replacements failed drives that it “refurbished” despite knowing that they  
 3 were irreparably defective and highly likely to fail again.

4           340. Plaintiffs purchased their Drives new and in their original packaging, used them in a  
 5 manner consistent with their intended use, and have performed each and every duty required under  
 6 the terms of the warranty, except as may have been excused or prevented by the conduct of  
 7 Defendant or by operation of law in light of Defendant’s deceptive, unfair, unconscionable, and  
 8 fraudulent conduct.

9           341. Defendant has received timely notice regarding the problems at issue in this litigation  
 10 and, notwithstanding such notice, has failed and refused to offer an effective remedy.

11           342. Additionally, upon information and belief, Defendant has received – or otherwise has  
 12 knowledge of – thousands of complaints and reviews from customers pertaining to the defects at  
 13 issue in this litigation and is aware of the Backblaze reports.

14           343. Privity of contract is not required in this action. Privity is not an element under  
 15 California Civil Code § 1791.2, *et seq.* Moreover, under California law, privity is not required under  
 16 California Commercial Code § 2313, *et seq.*, when plaintiffs rely on a manufacturer’s written  
 17 representations on product labels or advertising materials in deciding to purchase a defective product.  
 18 Defendant printed the warranty length on the Drives’ boxes as well as on its website and/or in its  
 19 marketing and informational materials. Moreover, upon information and belief, Defendant  
 20 represented to authorized retailers and resellers that the Drives were covered by a manufacturer  
 21 warranty, causing the retailers and resellers to communicate this information to their customers.

22           344. As discussed *supra*, Plaintiffs relied on these representations in deciding to purchase  
 23 the Drives.

24           345. Moreover, Defendant’s warranty states “Only consumers purchasing this product  
 25 from an authorized Seagate retailer or reseller may obtain coverage under this Limited Warranty.”  
 26 *See Exhibit F.*

27           346. In its capacity as a supplier and/or warrantor, and by the deceptive, unfair,  
 28 unconscionable, and fraudulent conduct described herein, any attempt by Defendant to limit its

1 express warranties in a manner that would exclude or limit coverage for the defects present in the  
 2 Drives as of the time of sale, which Defendant knew about prior to offering the Drives for sale,  
 3 which Defendant concealed and did not disclose, and did not remedy prior to sale or afterward, is  
 4 unconscionable, and any such effort to disclaim or otherwise limit liability for the defects at issue is  
 5 null and void.

6 347. Any attempt by Defendant to limit or exclude any form of damages or other remedies,  
 7 including without limitation consequential and incidental damages, is unconscionable and therefore  
 8 null and void due to Defendant's deceptive, unfair, unconscionable, and fraudulent conduct.

9 348. Plaintiffs and the Class Members have suffered damages caused by Defendant's  
 10 breach of the express warranties and seek to recover damages including, without limitation,  
 11 restitution; consequential and incidental damages such as data loss and data recovery costs;  
 12 attorney's fees and costs; and any other relief the Court deems just and appropriate.

#### 13 **FIFTH CLAIM FOR RELIEF**

##### 14 **BREACH OF IMPLIED WARRANTY 15 (ON BEHALF OF ALL PLAINTIFFS AND THE CLASS)**

16 349. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 350. A warranty that the Drives are in merchantable quality and condition is implied by  
 18 law pursuant to Cal. Com. Code § 2314 and Cal. Civ. Code § 1792.

19 351. Defendant is, and was at all relevant times, a merchant with respect to the Drives  
 20 under Cal. Com. Code § 2014.

21 352. The Drives were purchased and used primarily for personal, family, or household  
 22 purposes, and are therefore consumer goods.

23 353. Plaintiffs purchased the Drives new and in their original packaging and used them in a  
 24 manner consistent with their intended use.

25 354. Defendant did not disclaim the implied warranty of merchantability, nor could it;  
 26 pursuant to Cal. Civ. Code § 1793, a manufacturer, distributor, or retailer may not limit, modify, or  
 27 disclaim this implied warranty if it extends an express warranty on the product.

1           355. Defendant impliedly warranted that the Drives were of good and merchantable  
 2 condition and quality – fit for their ordinary intended use, namely, providing reliable data storage as  
 3 an internal hard drive, an external drive, or in a NAS or RAID configuration.

4           356. The Drives contained latent, model-wide defects that causes the Drives to fail at an  
 5 unacceptably high rate far in excess of industry standards for this type of hard drive. Moreover, the  
 6 Drives were not fit for RAID 5 or any type of RAID or NAS. These latent defects were present in the  
 7 Drives when they left the exclusive control of Defendant and therefore existed during the duration of  
 8 the warranty period.

9           357. The Drives were not of the same quality as those generally acceptable in the trade;  
 10 were not fit for the ordinary purposes of consumer data storage for which the goods are used; were  
 11 not adequately contained, packaged, and labeled; and did not conform to the promises and facts  
 12 stated on the container and label.

13           358. Because all Drives were, and continue to be, latently defective, they were all non-  
 14 merchantable. Accordingly, Defendant did not satisfy its implied warranty obligations by sending  
 15 replacement Drives to Plaintiffs and the Class.

16           359. Plaintiffs performed each and every duty required by the implied warranty, except as  
 17 may have been excused or prevented by the conduct of Defendant or by operation of law in light of  
 18 Defendant's deceptive, unfair, unconscionable, and fraudulent conduct.

19           360. Defendant has received timely notice regarding the problems at issue in this litigation  
 20 and, notwithstanding such notice, has failed and refused to offer an effective remedy.

21           361. Additionally, upon information and belief, Defendant has received – or otherwise has  
 22 knowledge of – thousands of complaints and reviews from customers pertaining to the defects at  
 23 issue in this litigation and is aware of the Backblaze reports.

24           362. Privity is not required in this action. Privity is not an element under Cal. Civ. Code  
 25 § 1792. Moreover, under California law, no privity is required under Cal. Com. Code § 2314 when  
 26 plaintiffs rely on a manufacturer's written representations on product labels or advertising materials  
 27 in deciding to purchase a defective product. As alleged *supra*, Plaintiffs relied on Defendant's  
 28 representations on the Drives' boxes, on Defendant's websites, and in other materials.

1           363. Privity is also not required when the plaintiffs are the intended beneficiaries of  
 2 implied warranties between a retailer and a manufacturer. Plaintiffs and Class Members are intended  
 3 third-party beneficiaries of contracts between Defendant and its authorized retailers and resellers;  
 4 specifically, they are the intended beneficiaries of Defendant's implied warranties. The retailers and  
 5 resellers were not intended to be the ultimate consumers of the Drives and have no rights under the  
 6 warranty agreements provided with the Drives, and the warranty agreements were designed for and  
 7 intended to benefit the ultimate consumers only.

8           364. Defendant, therefore, breached the implied warranty of merchantability, which by law  
 9 is provided in every consumer agreement for the sale of goods unless disclaimed, including for the  
 10 sale of the Drives.

11           365. As a direct and proximate cause of Defendant's breach of the implied warranty of  
 12 merchantability, Plaintiffs and the Class have been damaged by receiving an inferior product from  
 13 that which they were promised. Plaintiffs and the Class, therefore, seek to recover damages  
 14 including, without limitation, restitution; consequential and incidental damages such as data loss and  
 15 data recovery costs; attorney's fees and costs; and any other relief the Court deems just and  
 16 appropriate.

## 17           SIXTH CLAIM FOR RELIEF

### 18           BREACH OF EXPRESS WARRANTY 19           (ON BEHALF OF THE CALIFORNIA, NEW YORK, ILLINOIS, FLORIDA, MASSACHUSETTS, TENNESSEE, SOUTH CAROLINA, TEXAS, AND SOUTH DAKOTA 20           SUBCLASSES)

21           366. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22           367. As an express warrantor and manufacturer and merchant, Defendant had certain  
 23 obligations under to conform the Drives to their express warranties as provided by the law of each  
 24 aforementioned state, namely, Cal. Com. Code § 2313; Cal. Civil Code § 1791.2; N.Y. U.C.C. Law §  
 25 2-313 and § 2-A-2; 810 Ill. Comp. Stat. 5/2-313; Fla. Stat. § 672.313; Mass. Gen. Laws Ch. § 2313;  
 26 Tenn. Code § 47-2-313; S.C. Code § 36-2-313; Tex. Bus. & Com. Code § 2.313; and S.D. Codified  
 27 Laws § 57A-2-313.  
 28

1           368. When Plaintiffs and Class Members purchased the Drives, Defendant expressly  
 2 warranted that they were free from defects in materials and workmanship. These express warranties  
 3 formed the basis of the bargain that was reached when Plaintiffs and other Class Members purchased  
 4 their Drives.

5           369. Defendant breached its express warranties – and continues to breach them – because it  
 6 did not, and cannot, deliver conforming, non-defective Drives to Plaintiffs and Class Members  
 7 despite sending replacement Drives to them.

8           370. Defendant did not, and cannot, deliver conforming, non-defective Drives because the  
 9 Drives suffer from latent, model-wide defects which are present at the time of sale or Drive  
 10 replacement.

11           371. These defects cause the Drives' warranties to fail of their essential purpose.  
 12 Defendant warranted that if a Drive has a defect in materials or workmanship, Defendant will replace  
 13 it with a "functionally equivalent replacement product." *See Exhibit F: Seagate Limited Warranty.*  
 14 The reasonable and natural interpretation of this phrase is "functional equivalent of the product as  
 15 warranted" (i.e. free from defects in materials and workmanship). Defendant did not satisfy this  
 16 obligation because all of its Drive, have latent defects and it failed to replace the Drives owned by  
 17 Plaintiffs and Class Members with functionally equivalent hard drives of a different model.

18           372. Simply put, Defendant replaced defective Drives with defective Drives. Indeed,  
 19 Defendant provided as replacements failed drives that it "refurbished" despite knowing that they  
 20 were irreparably defective and highly likely to fail again.

21           373. Plaintiffs purchased their Drives new and in their original packaging, used their  
 22 Drives in a manner consistent with their intended use, and have performed each and every duty  
 23 required under the terms of the warranty, except as may have been excused or prevented by the  
 24 conduct of Defendant or by operation of law in light of Defendant's deceptive, unfair,  
 25 unconscionable, and fraudulent conduct.

26           374. Defendant has received timely notice regarding the problems at issue in this litigation  
 27 and, notwithstanding such notice, has failed and refused to offer an effective remedy. Affording  
 28

1      Defendant further opportunity to cure its breach of written warranties would be unnecessary and  
 2      futile.

3            375. Additionally, upon information and belief, Defendant has received – or otherwise has  
 4      knowledge of – thousands of complaints and reviews from customers pertaining to the defects at  
 5      issue in this litigation and is aware of the Backblaze reports.

6            376. Privity of contract is not required in this action, as the express warranty, by its clear  
 7      and unambiguous terms, extends to “consumers purchasing this product from an authorized Seagate  
 8      retailer or reseller.” *See Exhibit F.*

9            377. Moreover, Plaintiffs otherwise relied on Defendant representation that the Drives  
 10     were covered by a manufacturer warranty. Defendant printed the warranty length on the Drives’  
 11     boxes as well as on its website and/or in its marketing and informational materials. Upon  
 12     information and belief, Defendant also represented to authorized retailers and resellers that the  
 13     Drives were covered by a manufacturer warranty, causing the retailers and resellers to communicate  
 14     this information to their customers.

15           378. As discussed *supra*, Plaintiffs relied on these representations in deciding to purchase  
 16     the Drives.

17           379. In any event, privity is not an element of breach of express warranty under  
 18     Massachusetts law and the California Civil Code.

19           380. In its capacity as a supplier and/or warrantor, and by the deceptive, unfair,  
 20     unconscionable, and fraudulent conduct described herein, any attempt by Defendant to limit its  
 21     express warranties in a manner that would exclude or limit coverage for the defects present in the  
 22     Drives as of the time of sale, which Defendant knew about prior to offering the Drives for sale,  
 23     which Defendant concealed and did not disclose, and did not remedy prior to sale or afterward, is  
 24     unconscionable, and any such effort to disclaim or otherwise limit liability for the defects at issue is  
 25     null and void.

26           381. Any attempt by Defendant to limit or exclude any form of damages or other remedies,  
 27     including without limitation consequential and incidental damages, is unconscionable and therefore  
 28     null and void due to Defendant’s deceptive, unfair, unconscionable, and fraudulent conduct.

382. Plaintiffs and the Class Members have suffered damages caused by Defendant's breach of the express warranties and seek to recover damages including, without limitation, restitution; consequential and incidental damages such as data loss and data recovery costs; attorney's fees and costs; and any other relief the Court deems just and appropriate.

## **SEVENTH CLAIM FOR RELIEF**

**BREACH OF IMPLIED WARRANTY  
(ON BEHALF OF THE CALIFORNIA, NEW YORK,  
ILLINOIS, FLORIDA, MASSACHUSETTS, TENNESSEE,  
SOUTH CAROLINA, TEXAS, AND SOUTH DAKOTA SUBCLASSES)**

383. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

384. A warranty that the Drives are in merchantable quality and condition is implied under the law of each aforementioned state, namely, Cal. Com. Code § 2314; Cal. Civil Code § 1792; N.Y.U.C.C. § 2-314; 810 Ill. Comp. Stat. 5/2-314 and 5/2A-212; Fla. Stat. § 672.314; Massachusetts ALM Gen. Laws Ch. 106, § 2-314; Tenn. Code § 47-2-314; S.C. Code § 36-2-314; Tex. Bus. & Com. Code § 2.314; and S.D. Codified Laws § 57A-2-314.

385. Defendant is, and was at all relevant times, a merchant with respect to the Drives.

386. The Drives were purchased and used primarily for personal, family, or household purposes and are therefore consumer goods.

387. Plaintiffs purchased the Drives new and in their original packaging and used them in a manner consistent with their intended use.

388. Defendant did not disclaim the implied warranty of merchantability.

389. Defendant impliedly warranted that the Drives were of good and merchantable condition and quality – fit for their ordinary intended use, namely providing reliable data storage as an internal hard drive, an external drive, or in a NAS or RAID configuration.

390. The Drives contained latent, model-wide defects that causes the Drives to fail at an unacceptably high rate far in excess of industry standards for this type of hard drive. Moreover, the Drives were not fit for RAID 5 or any type of RAID or NAS. These latent defects were present in the Drives when they left the exclusive control of Defendant and therefore existed during the duration of the warranty period.

1           391. The Drives were not of the same quality as those generally acceptable in the trade;  
 2 were not fit for the ordinary purposes of consumer data storage for which the goods are used; were  
 3 not adequately contained, packaged, and labeled; and did not conform to the promises and facts  
 4 stated on the container and label.

5           392. Because all Drives were, and continue to be, latently defective, they were all non-  
 6 merchantable. Accordingly, Defendant did not satisfy its implied warranty obligations by sending  
 7 replacement Drives to Plaintiffs and the Class.

8           393. Plaintiffs performed each and every duty required by the implied warranty, except as  
 9 may have been excused or prevented by the conduct of Defendant or by operation of law in light of  
 10 Defendant's deceptive, unfair, unconscionable, and fraudulent conduct.

11          394. Defendant has received timely notice regarding the problems at issue in this litigation  
 12 and, notwithstanding such notice, has failed and refused to offer an effective remedy.

13          395. Additionally, upon information and belief, Defendant has received – or otherwise has  
 14 knowledge of – thousands of complaints and reviews from customers pertaining to the defects at  
 15 issue in this litigation and is aware of the Backblaze reports.

16          396. Privity of contract is not required in this action, because Plaintiffs relied on  
 17 Defendant's representation that the Drives were covered by a manufacturer warranty. Defendant  
 18 printed the warranty length on the Drives' boxes as well as on its website and/or in its marketing and  
 19 informational materials. Moreover, upon information and belief, Defendant represented to  
 20 authorized retailers and resellers that the Drives were covered by a manufacturer warranty, causing  
 21 the retailers and resellers to communicate this information to their customers.

22          397. Privity is also not required because the Plaintiffs and Class Members are intended  
 23 third-party beneficiaries of contracts between Defendant and its authorized retailers and resellers;  
 24 specifically, they are the intended beneficiaries of Defendant's implied warranties. The retailers and  
 25 resellers were not intended to be the ultimate consumers of the Drives and have no rights under the  
 26 warranty agreements provided with the Drives, and the warranty agreements were designed for and  
 27 intended to benefit the ultimate consumers only.

398. In any event, privity is not required for implied warranty claims in Massachusetts and the Cal. Civ. Code.

399. As a direct and proximate cause of Defendant's breach of the implied warranty of merchantability, Plaintiffs and the Class have been damaged by receiving an inferior product from that which they were promised. Plaintiffs and the Class, therefore, seek to recover damages including, without limitation, restitution, consequential and incidental damages such as data loss and data recovery costs, attorney's fees and costs, and any other relief the Court deems just and appropriate.

## **EIGHTH CLAIM FOR RELIEF**

**VIOLATION OF THE NEW YORK DECEPTIVE ACTS AND PRACTICES STATUTE  
(ON BEHALF OF PLAINTIFF CRAWFORD AND THE NEW YORK SUBCLASS)**

400. Plaintiff Crawford incorporates the allegations set forth above as if fully set forth herein.

401. New York General Business Law § 349, the Deceptive Acts and Practices Statute (“DAPS”), prohibits deceptive acts or practices in the conduct of any business, trade, or commerce.

402. Defendant is a "firm, corporation or association" within the meaning of DAPS.

403. As a manufacturer of hard drives to the consuming public and whose conduct affects similarly situated consumers and has a broad impact on consumers at large, Defendant is engaged in consumer-oriented conduct within the intended ambit of DAPS.

404. Plaintiff and Subclass Members are “persons” within the meaning of DAPS.

405. Defendant violated DAPS because it deceived consumers about the quality and reliability of the Drives through material misrepresentations and omissions, as set forth in this Consolidated Amended Complaint.

406. The affirmative misrepresentations made by Defendant include, without limitation, that the Drives are highly reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for protecting important and irreplaceable personal data. For example, Defendant claimed that the Barracuda provides: “[r]eliable performance, even in tough environments, thanks to Seagate AcuTrac™ servo technology;” that it delivers “dependable performance, even with hard

1 drive track widths of only 75 nanometers;” that it is “perfect” and “best-fit” for desktop RAID and  
 2 NAS; that it “gives you one hard drive platform for every desktop storage application. One drive  
 3 with trusted performance, reliability, simplicity, and capacity;” and that it has an AFR of less than  
 4 one percent and a read error rate of 1 in 100 trillion. Moreover, Defendant advertised the Backup  
 5 Plus as ideal for safeguarding and protecting one’s “entire digital life,” “lifetime of memories,” and  
 6 life’s “amazing moments” against “life happen[ing] to your computer.”

7       407. Defendant also failed to disclose the Drives’ defective nature and their true suitable  
 8 uses. For example, it failed to disclose that the Drives: 1) are not reliable or dependable; 2) that they  
 9 are plagued by a latent, model-wide defect that renders them highly prone to early catastrophic  
 10 failures; 3) that they are not suitable for storing, protecting, or backing up important personal data; 4)  
 11 that they are not designed for RAID 5 or suitable for any form of RAID or NAS; 5) that their  
 12 published read error rates and AFRs are wholly inaccurate; and 6) that they do not last as long as  
 13 comparable hard drives on the market.

14       408. Defendant failed to disclose the foregoing despite knowing that the Drives are  
 15 plagued by latent, model-wide defects. Defendant’s knowledge stemmed from reading negative  
 16 consumer reviews detailing Drive failures and testing and repairing its own defective Drives.

17       409. Defendant’s misrepresentations and omissions would have deceived an objectively  
 18 reasonable person into believing, *inter alia*, that the Drives were reliable and dependable, had  
 19 extremely low failure rates and long useful lives, would last just as long as comparable hard drives  
 20 on the market, if not longer, and were suitable for all RAID and NAS configurations, including  
 21 RAID 5.

22       410. Defendant’s misrepresentations and omissions were directed at consumers across the  
 23 country, including in New York.

24       411. Plaintiff and Subclass Members would not have purchased Drives if they had known  
 25 about their model-wide defects and unsuitability for RAID and NAS.

26       412. If Defendant had disclosed the Drives’ defects, the defects would have become known  
 27 to Plaintiff and the Subclass Members because, upon information and belief, they would have been  
 28 disseminated on the Internet, by retail employees, and through other sources.

413. Plaintiff and the Subclass each suffered an ascertainable loss of money and property as a result of Defendant's material misrepresentations and omissions and other deceptive acts and practices described in this Consolidated Amended Complaint. As set forth *supra*, Plaintiff was exposed to and read Defendant's misrepresentations about the Internal Barracuda prior to purchase, considered them material, relied on them, and was deceived by them. Moreover, had Defendant disclosed the Drive's defects and true suitable uses, Plaintiff would not have purchased one. In addition, Plaintiff expended money as a result of the Internal Barracuda's defects by paying to ship his Drives to Defendant for replacement.

414. Had Defendant disclosed the Drives' defects and true suitable uses, Plaintiff and Subclass Members would not have purchased Drives, or, at a minimum, would not have paid as much.

415. As a direct and proximate result of Defendant's deceptive acts and practices, Plaintiff and Subclass Members have been injured. Accordingly, Plaintiff and the Subclass request that this Court enjoin Defendant from continuing its deceptive acts and practices, and award Plaintiff and the Subclass actual damages and attorney's fees and costs.

## **NINTH CLAIM FOR RELIEF**

**VIOLATION OF FLORIDA'S UNFAIR AND DECEPTIVE TRADE PRACTICES ACT  
(ON BEHALF OF PLAINTIFF SCHECHNER AND THE FLORIDA SUBCLASS)**

416. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

417. Plaintiff and Florida Subclass Members are “consumers” within the meaning of the Florida Unfair and Deceptive Trade Practices Act (“FUDTPA”), FLA. STAT. § 501.203(7).

418. Defendant engaged in “trade or commerce” within the meaning of FLA. STAT. § 501.203(8).

419. FUDTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ...” FLA. STAT. § 501.204(1). Defendant participated in unfair and deceptive trade practices that violated the FUDTPA as described herein.

1           420. Defendant participated in misleading, false, or deceptive acts that violated the  
 2 FUDTPA. By willfully failing to disclose and actively concealing the true quality, reliability, failure  
 3 rate, and proper uses of the Drives, Defendant engaged in deceptive business practices prohibited by  
 4 the FUDTPA.

5           421. In the course of its business, Defendant willfully failed to disclose and actively  
 6 misrepresented the quality of the Drives as described above, including that the Drives are highly  
 7 reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for  
 8 protecting important and irreplaceable personal data. Defendant also engaged in unlawful trade  
 9 practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or  
 10 concealment, suppression, or omission of any material fact with intent that others rely upon such  
 11 concealment, suppression, or omission, in connection with the sale of the Drives.

12          422. Defendant intentionally and knowingly misrepresented material facts regarding  
 13 the Drives with the intent to mislead Plaintiff and the Florida Subclass. These statements, and  
 14 the other statements alleged in this Consolidated Amended Complaint, are false, misleading, and  
 15 members of the public would likely be—and were—deceived by them, as they are unqualified  
 16 and specific affirmations of the Drives' reliability and quality and are not mere “puffery” or  
 17 hyperbole.

18          423. Due to Defendant's omissions and conduct, Plaintiff and Subclass Members were  
 19 unaware of the material facts concerning the Drives. The facts that were suppressed and  
 20 concealed by Defendant were material. By failing to disclose and actively concealing the defects  
 21 in the Drives, Defendant engaged in deceptive business practices in violation of the FUDTPA.

22          424. Defendant knew that its Drives were defective and not suitable for RAID and NAS,  
 23 yet it failed to disclose this to Plaintiff and Subclass Members.

24          425. Defendant's omissions and misrepresentations were unfair or deceptive acts or  
 25 practices that were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about  
 26 the true quality, reliability, failure rate, and proper uses of the Drives.

27          426. Defendant knew or should have known that its conduct violated the FUDTPA.  
 28

1           427. Defendant owed Plaintiff a duty to disclose the true nature of the Drives' defects  
 2 and their unsuitability for RAID and NAS to the Plaintiff and Subclass Members for the  
 3 following three independent reasons: 1) Defendant had exclusive knowledge of these facts at the  
 4 time of sale; 2) Defendant actively concealed these facts from Plaintiff and Subclass Members;  
 5 and 3) Defendant made partial representations to Plaintiff and Subclass Members regarding the  
 6 reliability, longevity, and suitable uses of the Drives.

7           428. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the  
 8 Drives are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that  
 9 renders them highly prone to early catastrophic failures; 3) that they are not suitable for storing,  
 10 protecting, or backing up important personal data; 4) that they are not designed for RAID 5 or  
 11 suitable for any form of RAID or NAS; 5) that their published read error rates and AFRs are  
 12 wholly inaccurate; and 6) that they do not last as long as comparable hard drives on the market.

13           429. Plaintiff and the Florida Subclass suffered ascertainable loss caused by Defendant's  
 14 misrepresentations and its concealment of and failure to disclose material information regarding the  
 15 quality, reliability, failure rate, and proper uses of the Drives. Plaintiff and Subclass Members who  
 16 purchased the Drives either would have paid less or would not have purchased them at all but for  
 17 Defendant's violations of the FUDTPA.

18           430. Defendant had an ongoing duty to all Defendant's customers to refrain from unfair  
 19 and deceptive practices under the FUDTPA. All owners of the Drives suffered ascertainable loss as  
 20 a result of Defendant's deceptive and unfair acts and practices made in the course of Defendant's  
 21 business.

22           431. Defendant's violations present a continuing risk to Plaintiff and Florida Subclass  
 23 Members as well as to the general public. Defendant's unlawful acts and practices complained of  
 24 herein affect the public interest.

25           432. As a direct and proximate result of Defendant's violations of the FUDTPA, Plaintiff  
 26 and the Florida Subclass have suffered injury-in-fact and/or actual damage.

27           433. Plaintiff and the Florida Subclass are entitled to recover their actual damages under  
 28 FLA. STAT. § 501.211(2) and attorneys' fees under FLA. STAT. § 501.2105(1).

434. Plaintiff also seeks an order enjoining Defendant's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FUDTPA.

## **TENTH CLAIM FOR RELIEF**

**DECEPTIVE ACTS OR PRACTICES PROHIBITED BY MASSACHUSETTS LAW  
(ON BEHALF OF PLAINTIFF HAUFF AND THE MASSACHUSETTS SUBCLASS)**

435. Plaintiff Hauff incorporates the allegations set forth above as if fully set forth herein.

436. Plaintiff Hauff intends to assert a claim on behalf of Massachusetts Subclass Members under Mass. Gen. Laws Ch. 93A, §1, *et seq.* (“the Massachusetts Act”), which prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” MASS. GEN. LAWS ch. 93A, § 2. Plaintiff is making a demand in compliance with MASS. GEN. LAWS ch. 93A, § 9(3) and may seek leave to amend this Consolidated Amended Complaint to assert claims under the Massachusetts Act once the required thirty day notice period has elapsed. This paragraph is included for purposes of notice only and is not intended to actually assert a claim under the Massachusetts Act.

## **ELEVENTH CLAIM FOR RELIEF**

**VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS  
PRACTICES ACT  
(ON BEHALF OF PLAINTIFF SMITH AND THE ILLINOIS SUBCLASS)**

437. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

438. Defendant is a “person” as that term is defined in 815 ILCS 505/1(c).

439. Plaintiff and the Illinois Subclass are “consumers” as that term is defined in 815 ILCS  
505/1(e).

440. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact … in the conduct of trade or commerce … whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

1           441. Defendant participated in misleading, false, or deceptive acts that violated the Illinois  
 2 CFA. By willfully failing to disclose and actively concealing the true quality, reliability, failure rate,  
 3 and proper uses of the Drives, Defendant engaged in deceptive business practices prohibited by the  
 4 Illinois CFA.

5           442. In the course of its business, Defendant willfully failed to disclose and actively  
 6 misrepresented the quality of the Drives as described above, including that the Drives are highly  
 7 reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for  
 8 protecting important and irreplaceable personal data. Defendant also engaged in unlawful trade  
 9 practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or  
 10 concealment, suppression, or omission of any material fact with intent that others rely upon such  
 11 concealment, suppression, or omission, in connection with the sale of the Drives.

12          443. Defendant knew that its Drives were defective and not suitable for RAID and NAS,  
 13 yet it failed to disclose this to Plaintiff and Subclass Members.

14          444. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive  
 15 reasonable consumers, including Plaintiff, about the true quality, reliability, failure rate, and proper  
 16 uses of the Drives.

17          445. Defendant intentionally and knowingly omitted and misrepresented material facts  
 18 regarding the Drives with an intent to mislead Plaintiff and the Illinois Subclass.

19          446. Defendant knew or should have known that its conduct violated the Illinois CFA.

20          447. Defendant owed Plaintiff a duty to disclose the true nature of the Drives' defects  
 21 and their unsuitability for RAID and NAS to the Plaintiff and Subclass Members for the  
 22 following three independent reasons: 1) Defendant had exclusive knowledge of these facts at the  
 23 time of sale; 2) Defendant actively concealed these facts from Plaintiff and Subclass Members;  
 24 and 3) Defendant made partial representations to Plaintiff and Illinois Subclass Members  
 25 regarding the reliability, longevity, and suitable uses of the Drives.

26          448. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the  
 27 Drives are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that  
 28 renders them highly prone to early catastrophic failures; 3) that they are not suitable for storing,

1 protecting, or backing up important personal data; 4) that they are not designed for RAID 5 or  
 2 suitable for any form of RAID or NAS; 5) that their published read error rates and AFRs are  
 3 wholly inaccurate; and 6) that they do not last as long as comparable hard drives on the market.

4 449. Plaintiff and the Illinois Subclass suffered ascertainable loss caused by Defendant's  
 5 misrepresentations and its concealment of and failure to disclose material information regarding the  
 6 quality, reliability, failure rate, and proper uses of the Drives. Plaintiff and Subclass Members who  
 7 purchased the Drives either would have paid less or would not have purchased them at all but for  
 8 Defendant's violations of the Illinois CFA.

9 450. Defendant had an ongoing duty to all Defendant's customers to refrain from unfair  
 10 and deceptive practices under the Illinois CFA. All owners of the Drives suffered ascertainable loss  
 11 as a result of Defendant's deceptive and unfair acts and practices made in the course of Defendant's  
 12 business.

13 451. Defendant's violations present a continuing risk to Plaintiff as well as to the general  
 14 public. Defendant's unlawful acts and practices complained of herein affect the public interest.

15 452. As a direct and proximate result of Defendant's violations of the Illinois CFA,  
 16 Plaintiff and the Illinois Subclass have suffered injury-in-fact and/or actual damage.

17 453. Pursuant to 815 ILCS 505/10a(a), Plaintiff and the Illinois Subclass seek monetary  
 18 relief against Defendant in the amount of actual damages, as well as punitive damages because  
 19 Defendant acted with fraud and/or malice and/or was grossly negligent.

20 454. Plaintiff also seeks an order enjoining Defendant's unfair and/or deceptive acts or  
 21 practices, punitive damages, and attorneys' fees, and any other just and proper relief available under  
 22 815 ILCS § 505/1 *et seq.*

23 **TWELFTH CLAIM FOR RELIEF**  
**VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT**  
**(ON BEHALF OF PLAINTIFF HAGEY AND THE TENNESSEE SUBCLASS)**

25 455. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

26 456. Plaintiff and the Tennessee Subclass are "natural persons" and "consumers" within  
 27 the meaning of TENN. CODE ANN. § 47-18-103(2).

28 457. Defendant is a "person" within the meaning of TENN. CODE ANN. § 47-18-103(2).

1           458. Defendant's conduct complained of herein affected "trade," "commerce," or  
 2 "consumer transactions" within the meaning of TENN. CODE ANN. § 47-18-103(19).

3           459. The Tennessee Consumer Protection Act ("Tennessee CPA") prohibits "[u]nfair or  
 4 deceptive acts or practices affecting the conduct of any trade or commerce," including but not limited  
 5 to: "[r]epresenting that goods or services have ... characteristics, [or] ... benefits ... that they do not  
 6 have...," "[r]epresenting that goods or services are of a particular standard, quality or grade... if they  
 7 are of another;" and "[a]dvertising goods or services with intent not to sell them as advertised."  
 8 TENN. CODE ANN. § 47-18-104. Defendant violated the Tennessee CPA by engaging in unfair or  
 9 deceptive acts, including representing that the Drives have quality, reliability, higher failure rates,  
 10 and uses that they did not have; representing that the Drives were of a particular standard, quality, or  
 11 grade when they are of another; and advertising the Drives with intent not to sell them as advertised.

12          460. In the course of its business, Defendant willfully failed to disclose and actively  
 13 misrepresented the quality of the Drives as described above, including that the Drives are highly  
 14 reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for  
 15 protecting important and irreplaceable personal data. Defendant also engaged in unlawful trade  
 16 practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or  
 17 concealment, suppression, or omission of any material fact with intent that others rely upon such  
 18 concealment, suppression, or omission, in connection with the sale of the Drives.

19          461. Defendant knew that its Drives were defective and not suitable for RAID and NAS,  
 20 yet it failed to disclose this to Plaintiff and Subclass Members.

21          462. By failing to disclose and actively concealing the defects in the Drives, Defendant  
 22 engaged in deceptive business practices in violation of the Tennessee CPA.

23          463. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive  
 24 reasonable consumers, including Plaintiff, about the true quality, reliability, failure rate, and proper  
 25 uses of the Drives.

26          464. Defendant intentionally and knowingly misrepresented material facts regarding the  
 27 Drives with an intent to mislead Plaintiff and the Tennessee Subclass.

28          465. Defendant knew or should have known that its conduct violated the Tennessee CPA.

1           466. Defendant owed Plaintiff a duty to disclose the true nature of the Drives' defects  
 2 and their unsuitability for RAID and NAS to the Plaintiff and Subclass Members for the  
 3 following three independent reasons: 1) Defendant had exclusive knowledge of these facts at the  
 4 time of sale; 2) Defendant actively concealed these facts from Plaintiff and Subclass Members;  
 5 and 3) Defendant made partial representations to Plaintiff and Tennessee Subclass Members  
 6 regarding the reliability, longevity, and suitable uses of the Drives.

7           467. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the  
 8 Drives are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that  
 9 renders them highly prone to early catastrophic failures; 3) that they are not suitable for storing,  
 10 protecting, or backing up important personal data; 4) that they are not designed for RAID 5 or  
 11 suitable for any form of RAID or NAS; 5) that their published read error rates and AFRs are  
 12 wholly inaccurate; and 6) that they do not last as long as comparable hard drives on the market.

13           468. Plaintiff and the Tennessee Subclass suffered ascertainable loss caused by  
 14 Defendant's misrepresentations and its concealment of and failure to disclose material information  
 15 regarding the quality, reliability, failure rate, and proper uses of the Drives.

16           469. Defendant's fraudulent statements and its concealment of the true characteristics of  
 17 the Drives were material to Plaintiff and the Tennessee Subclass. Reliable hard drives with multiple  
 18 uses, made by a reputable manufacturer, is worth more than an otherwise comparable hard drive  
 19 made by a disreputable and dishonest manufacturer.

20           470. Plaintiff and the Tennessee Subclass suffered ascertainable loss caused by  
 21 Defendant's misrepresentations and its concealment of and failure to disclose material information.  
 22 Class Members who purchased the Drives either would have paid less or would not have purchased  
 23 them at all but for Defendant's violations of the Tennessee CPA.

24           471. Defendant's violations present a continuing risk to Plaintiff and Tennessee Subclass  
 25 Members as well as to the general public. Defendant's unlawful acts and practices complained of  
 26 herein affect the public interest.

27           472. As a direct and proximate result of Defendant's violations of the Tennessee CPA,  
 28 Plaintiff and the Tennessee Class have suffered injury-in-fact and/or actual damage.

473. Pursuant to TENN. CODE § 47-18-109(a), Plaintiff and the Tennessee Subclass seek monetary relief against Defendant measured as actual damages in an amount to be determined at trial, treble damages as a result of Defendant's willful or knowing violations, and any other just and proper relief available under the Tennessee CPA.

**THIRTEENTH CLAIM FOR RELIEF**  
**VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT**  
**(ON BEHALF OF PLAINTIFF DORTCH AND SOUTH CAROLINA SUBCLASS)**

474. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

475. Defendant is a "person" under S.C. CODE ANN. § 39-5-10.

**476. The South Carolina Unfair Trade Practices Act (“South Carolina UTPA”)**

prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce . . . .” S.C. CODE ANN. § 39-5-20(a). Defendant engaged in unfair and deceptive acts or practices and violated the South Carolina UTPA by fraudulently representing that the Drives have quality, reliability, higher failure rates, and uses that they did not have; representing that the Drives were of a particular standard, quality, or grade when they are of another; and advertising the Drives with intent not to sell them as advertised.

477. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

478. In the course of its business, Defendant willfully failed to disclose and actively misrepresented the quality of the Drives as described above, including that the Drives are highly reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for protecting important and irreplaceable personal data. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Drives.

479. Defendant knew that its Drives were defective and not suitable for RAID and NAS, yet it failed to disclose this to Plaintiff and Subclass Members.

480. By failing to disclose and actively concealing the defects in the Drives, Defendant engaged in deceptive business practices in violation of the South Carolina UTPA.

1           481. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive  
 2 reasonable consumers, including Plaintiff, about the true quality, reliability, failure rate, and proper  
 3 uses of the Drives.

4           482. Defendant intentionally and knowingly misrepresented material facts regarding the  
 5 Drives with an intent to mislead Plaintiff and the South Carolina Subclass.

6           483. Defendant knew or should have known that its conduct violated the South Carolina  
 7 UTPA.

8           484. Defendant owed Plaintiff a duty to disclose the true nature of the Drives' defects  
 9 and their unsuitability for RAID and NAS to the Plaintiff and Subclass Members for the  
 10 following three independent reasons: 1) Defendant had exclusive knowledge of these facts at the  
 11 time of sale; 2) Defendant actively concealed these facts from Plaintiff and Subclass Members;  
 12 and 3) Defendant made partial representations to Plaintiff and South Carolina Subclass Members  
 13 regarding the reliability, longevity, and suitable uses of the Drives.

14           485. Defendant had a duty to disclose, and failed to disclose, *inter alia*, 1) that the  
 15 Drives are not reliable or dependable; 2) that they are plagued by a latent, model-wide defect that  
 16 renders them highly prone to early catastrophic failures; 3) that they are not suitable for storing,  
 17 protecting, or backing up important personal data; 4) that they are not designed for RAID 5 or  
 18 suitable for any form of RAID or NAS; 5) that their published read error rates and AFRs are  
 19 wholly inaccurate; and 6) that they do not last as long as comparable hard drives on the market.

20           486. Plaintiff and the South Carolina Subclass suffered ascertainable loss caused by  
 21 Defendant's misrepresentations and its concealment of and failure to disclose material information  
 22 regarding the quality, reliability, failure rate, and proper uses of the Drives.

23           487. Defendant's fraudulent statements and its concealment of the true characteristics of  
 24 the Drives were material to Plaintiff and the South Carolina Subclass. Reliable hard drives with  
 25 multiple uses, made by a reputable manufacturer, is worth more than an otherwise comparable hard  
 26 drive made by a disreputable and dishonest manufacturer.

27           488. Plaintiff and the South Carolina Subclass suffered ascertainable loss caused by  
 28 Defendant's misrepresentations and its concealment of and failure to disclose material information.

1 Class Members who purchased the Drives either would have paid less or would not have purchased  
2 them at all but for Defendant's violations of the South Carolina UTPA.

3 489. Defendant's unlawful acts and practices complained of herein affect the public  
4 interest.

5 490. As a direct and proximate result of Defendant's violations of the South Carolina  
6 UTPA, Plaintiff and the South Carolina Subclass have suffered injury-in-fact and/or actual damage.

7 491. Pursuant to S.C. CODE ANN. § 39-5-140(a), Plaintiff seeks monetary relief against  
8 Defendant to recover for their economic losses. Because Defendant's actions were willful and  
9 knowing, Plaintiffs' damages should be trebled. *Id.*

10 492. Plaintiff further alleges that Defendant's malicious and deliberate conduct warrants an  
11 assessment of punitive damages because Defendant acted with willful and conscious disregard of the  
12 rights of others, subjecting Plaintiff and the Subclass to cruel and unjust hardship as a result.  
13 Defendant intentionally and willfully misrepresented the quality, reliability, failure rates, and  
14 available uses of the Drives, deceived Plaintiff and concealed material facts that only Defendant  
15 knew. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive  
16 damages.

17 493. Plaintiff further seeks an order enjoining Defendant's unfair or deceptive acts or  
18 practices.

19  
20 **FOURTEENTH CLAIM FOR RELIEF**  
**VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT**  
**(ON BEHALF OF PLAINTIFF MANAK AND TEXAS SUBCLASS)**

21 494. Plaintiff incorporate the allegations set forth above as if fully set forth herein.

22 495. Plaintiff Manak intend to assert a claim on behalf of Texas Subclass Members under  
23 the Texas Deceptive Trade Practices Act ("DTPA"), which makes it unlawful to commit "[f]alse,  
24 misleading, or deceptive acts or practices in the conduct of any trade or commerce." Tex. Bus. &  
25 Com. Code § 17.46. Plaintiffs is making a demand in satisfaction of the Texas Business and  
26 Commerce Code § 17.45(2), and may seek leave to amend this Consolidated Amended Complaint to  
27 assert claims under the DTPA once the required sixty days have elapsed. This paragraph is included  
28 for purposes of notice only and is not intended to actually assert a claim under the DTPA.

## **FIFTEENTH CLAIM FOR RELIEF**

**VIOLATION OF THE SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND  
CONSUMER PROTECTION STATUTE  
(ON BEHALF OF PLAINTIFF NELSON AND THE SOUTH DAKOTA SUBCLASS)**

496. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

497. The South Dakota Deceptive Trade Practices and Consumer Protection Statute (“DTP-CPS”), S.D.C.L. § 37-24-1, *et seq.*, prohibits deceptive acts or practices including, *inter alia*, knowingly and intentionally acting, using, or employing any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or concealing, suppressing, or omitting any material fact in connection with the sale or advertisement of any merchandise.

498. Plaintiff, Subclass Members, and Defendant are “persons” as defined by the DTP-CPS.

499. Defendant violated the DTP-CPS because it knowingly and intentionally made material misrepresentations and omissions regarding the Drives in connection with the sale and/or advertisement of the Drives, as set forth in this Consolidated Amended Complaint.

500. Defendant affirmatively misrepresented, and continues to misrepresent, *inter alia*, that the Drives are highly reliable, have an extremely low failure rate, are ideal for RAID and NAS, and are suitable for protecting important and irreplaceable personal data.

501. These claims are false and/or misleading for the reasons set forth in this Consolidated Amended Complaint.

502. Defendant also failed to disclose material facts about the Drives including, without limitation, that the Drives are not reliable or dependable, that they are plagued by a latent, model-wide defect that renders them highly susceptible to premature catastrophic failures, that their published read error rates and AFRs are wholly inaccurate, that they do not last nearly as long as comparable Drives on the market, and that they are not designed for RAID 5 or fit for any type of RAID or NAS.

503. Defendant made these misrepresentations and omissions knowingly and intentionally. Upon information and belief, Defendant received, or otherwise had knowledge of, thousands of complaints and reviews from customers pertaining to the defects at issue in this litigation and was

1 aware of the Backblaze reports. Additionally, it had firsthand knowledge of the Drives' defects  
 2 because it examined and tested all Drives sent in by consumers for replacement. Despite this  
 3 knowledge, Defendant intentionally misrepresented, and continues misrepresent, the qualities and  
 4 characteristics of the Drives, and it chose to conceal rather than disclose the true defective nature of  
 5 the Drives and their true suitable uses for its own pecuniary gain.

6 504. If Defendant had disclosed the Drives' defects, they would have become known to  
 7 Plaintiff and Subclass Members because, upon information and belief, they would have been  
 8 disseminated on the Internet, by retail employees, and through other sources.

9 505. Neither Plaintiff nor members of the Subclass would have purchased a Drive if they  
 10 had known about the latent, model-wide defects and its unfitness for RAID and NAS. Thus,  
 11 Defendant's omission of this critical information, along with Defendant's affirmative  
 12 misrepresentations, proximately caused economic injury to Plaintiff and the Subclass.

13 506. Plaintiff Nelson has standing to pursue a DTP-CPS claim on behalf of the South  
 14 Dakota Subclass because, as detailed in this Consolidated Amended Complaint, he was exposed to  
 15 and read Defendant's representations about the Backup Plus prior to purchase, found the  
 16 representations to be material, relied on them, and was deceived by them. Accordingly, Plaintiff has  
 17 lost money and property as a result of Defendant's misrepresentations and omissions.

18 507. As a direct and proximate result of Defendant's misrepresentations and omissions,  
 19 Plaintiff and the South Dakota Subclass Members have been injured and seek to recover actual  
 20 damages including, without limitation, restitution; damages stemming from data loss and data  
 21 recovery costs; and any other relief the Court deems just and appropriate.

## 22 **SIXTEENTH CLAIM FOR RELIEF**

### 23 **UNJUST ENRICHMENT** 24 **(ON BEHALF OF PLAINTIFFS AND THE CLASS)**

25 508. In the alternative to Counts IV, V, VI, and VII, Plaintiffs, on behalf of themselves and  
 26 the Class, allege as follows:

27 509. Through the deceptive, unfair, and unconscionable conduct and statements described  
 28 in this Consolidated Amended Complaint, Defendant sold defective Drives to Plaintiffs and Class

Members and thereafter failed and refused to provide them with the non-defective Drives they paid for.

510. Such conduct includes, without limitation, marketing and selling the Drives knowing they contain serious model-wide defects; failing to adequately disclose and remedy the defects; misrepresenting the quality and reliability of the Drives; misrepresenting the uses the Drives are intended and/or suitable for; replacing failed Drives with “refurbished” Drives that had already failed and are highly likely to fail again; failing to provide refunds or a different model of hard drive; and providing customers with defective replacement Drives and charging them exorbitant sums of money to recover their data.

511. Upon information and belief, Defendant engaged in the foregoing conduct in order to enrich itself at the expense of Plaintiffs and Class Members.

512. As the proceeds from the sale of Defendant's Drives were obtained/induced by improper means, Defendant is not legally or equitably entitled to retain these proceeds.

513. Defendant breached the public trust through its misrepresentations, omissions, and other deceptive, unfair, and unconscionable conduct connected to the sale and replacement of its Drives, all of which was to the detriment of Plaintiffs and Class Members.

514. By its actions in taking and withholding Drive sales proceeds, Plaintiffs and Class Members conferred, and continue to confer, a benefit upon the Defendant, and the Defendant is aware of such benefit.

515. By Defendant taking and withholding Plaintiffs' and the Class' monies, Defendant was and is financially unjustly enriched, causing an economic detriment to the Plaintiffs and the Class.

516. Defendant's retention of this benefit violates the fundamental principles of justice, equity, and good conscience.

517. As it would be unjust and inequitable for Defendant to retain its ill-gotten gains,  
Defendant is required to pay restitution to Plaintiffs and the Class.

## **PRAAYER FOR RELIEF**

WHEREFORE, Plaintiffs and Class Members pray for relief as set forth below:

A. Restitution and/or actual, incidental and consequential damages, and such other relief as provided by the statutes cited herein.

#### B. Pre-judgment and post-judgment interest.

C. Equitable relief in the form of restitution and/or disgorgement of all of Defendant's ill-gotten gains.

D. Attorney's fees and costs.

E. An injunction against Defendant, its affiliates, successors, transferees, assignees, and other officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, from in any manner continuing its unfair, unlawful, and deceptive practices and false advertising.

F. Injunctive relief under the California CLRA as appropriate.

G. All other relief to which Plaintiffs and Class Members may be entitled at law or in equity.

## JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury for all issues so triable.

1 DATED: May 9, 2016  
2

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28

# Exhibit A



## Product Overview

# The Power of One

## Barracuda® Hard Drives

### What you get

- Industry's first 1TB-per-disk hard drive technology—lower your storage costs, maximize your capacity
- Fast, 7200-RPM performance with every capacity
- Reliable performance, even in tough environments, thanks to Seagate AcuTrac™ servo technology
- Seagate OptiCache™ technology to help boost overall performance by as much as 45% over previous generation





# The Power of One

## Barracuda® Hard Drives

### Adding Ever-Higher Capacity to Hard Drives Is Getting Harder—and Our Engineers Meet the Challenge

New, Seagate 1TB-per-disk technology marks another major milestone for the hard drive industry. To make this happen, Seagate engineers had to pack 340,000 hard drive tracks into the width of a single inch. This means that, when reading and writing data, the read/write head needs to accurately follow a track that is a mere 75 nanometers wide. That's about 500 times smaller than the period at the end of this sentence.

Seagate AcuTrac™ technology helps enable this incredible feat—reliably and accurately following these nano-tracks even in challenging operating environments, like an all-in-one PC with the music turned up.

### Seagate OptiCache™ Technology Continues to Push Performance

Barracuda 1TB-per-disk hard drives now include a host of refined technologies to further boost performance. Combined, these improvements squeeze even more performance out of storage already known for pushing the envelope!

- Third-generation dual-core processor with integrated ARM handles more data faster.
- 40nm chip manufacturing technology delivers more computing power without increasing electrical power requirements.
- 64MB of DDR2 SDRAM enables the fastest cache yet on Barracuda drives.

### You Don't Have to Compromise Performance to Use the Highest Capacities

Until now, the highest-capacity desktop drives were most commonly available in reduced RPM models. Now Seagate delivers every capacity point from 250GB to 3TB on our full 7200-RPM performance platform. Why settle for less?

### Innovation Goes Beyond Drive Technology Alone

We understand that industry changes and limitations can be a hassle. That's why Seagate has worked hard to deliver solutions to these challenges. Seagate SmartAlign™ technology offers you an easy, transparent way to make the inevitable transition to Advanced Format 4K sector drives—no extra time, no utilities, no hassles.

And if you're ready for 3TB drives but not quite ready to use the new UEFI BIOS technology, Seagate DiscWizard™ software can help, even with Windows XP and your current PC BIOS.

Specifications	
Capacities <sup>1</sup>	3TB, 2TB, 1.5TB, 1TB, 750GB, 500GB, 320GB, 250GB
Max Sustained Data Rate, OD read, (MB/s)	Up to 210
Cache (MB)	16 and 64
Spindle Speed (RPM)	7200

1 One gigabyte, or GB, equals one billion bytes and one terabyte, or TB, equals one trillion bytes when referring to hard drive capacity.

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# Exhibit B



## Data Sheet

# Barracuda®

The Power of One

### Key Advantages

- Double your capacity and drive down costs with the industry's first 1TB-per-disk hard drive technology.
- Up to 3TB capacity with 7200-RPM performance. Why compromise?
- SATA 6Gb/s interface optimizes burst performance
- Seagate AcuTrac™ servo technology delivers dependable performance, even with hard drive track widths of only 75 nanometers.
- Seagate OptiCache™ technology boosts overall performance by as much as 45% over the previous generation.
- Seagate SmartAlign™ technology provides a simple, transparent migration to Advanced Format 4K sectors.
- Free Seagate DiscWizard™ software allows you to install a 3TB hard drive in Windows, including XP, without UEFI BIOS.

### Best-Fit Applications

- Desktop or all-in-one PCs
- Home servers
- PC-based gaming systems
- Desktop RAID
- Direct-attached external storage devices (DAS)
- Network-attached storage devices (NAS)





Specifications	3TB <sup>1</sup>	2TB <sup>1</sup>	1.5TB <sup>1</sup>	1TB <sup>1</sup>	750GB <sup>1</sup>	500GB <sup>1</sup>	320GB <sup>1</sup>	250GB <sup>1</sup>
Model Number	ST3000DM001	ST2000DM001	ST1500DM003	ST1000DM003	ST750DM003	ST500DM002 <sup>2</sup>	ST320DM000 <sup>2</sup>	ST250DM000 <sup>2</sup>
Interface Options	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ	SATA 6Gb/s NCQ
<b>Performance</b>								
Spindle Speed (RPM)	7200	7200	7200	7200	7200	7200	7200	7200
Cache, Multisegmented (MB)	64	64	64	64	64	16	16	16
SATA Transfer Rates Supported (Gb/s)	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5	6.0/3.0/1.5
Seek Average, Read (ms)	<8.5	<8.5	<8.5	<8.5	<8.5	<11	<11	<11
Seek Average, Write (ms)	<9.5	<9.5	<9.5	<9.5	<9.5	<12	<12	<12
Average Data Rate, Read/Write (MB/s)	156	156	156	156	156	125	125	125
Max Sustained Data Rate, OD Read (MB/s)	210	210	210	210	210	144	144	144
<b>Configuration/Organization</b>								
Heads/Disks	6/3	6/3	4/2	2/1	2/1	2/1	2/1	1/1
Bytes per Sector	4096	4096	4096	4096	4096	4096 or 512 <sup>2</sup>	4096 or 512 <sup>2</sup>	4096 or 512 <sup>2</sup>
<b>Voltage</b>								
Voltage Tolerance, Including Noise (5V)	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%	+10%/-5.0%
Voltage Tolerance, Including Noise (12V)	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%	+10%/-7.5%
<b>Reliability/Data Integrity</b>								
Contact Start/Stop Cycles	—	—	—	—	—	50,000	50,000	50,000
Load/Unload Cycles	300,000	300,000	300,000	300,000	300,000	—	—	—
Nonrecoverable Read Errors per Bits Read, Max	1 per 10E14	1 per 10E14	1 per 10E14	1 per 10E14	1 per 10E14	1 per 10E14	1 per 10E14	1 per 10E14
Annualized Failure Rate (AFR)	<1%	<1%	<1%	<1%	<1%	<1%	<1%	<1%
Power-On Hours	2400	2400	2400	2400	2400	2400	2400	2400
<b>Power Management</b>								
Startup Power (A)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Operating Mode, Typical (W)	8.0	8.0	6.70	5.90	5.90	6.19	6.19	6.19
Idle2 Average (W)	5.40	5.40	4.50	3.36	3.36	—	—	—
Idle Average (W)	—	—	—	—	—	4.60	4.60	4.60
Standby Mode (W)	0.75	0.75	0.75	0.63	0.63	0.79	0.79	0.79
Sleep Mode (W)	0.75	0.75	0.75	0.63	0.63	0.79	0.79	0.79
<b>Environmental</b>								
Temperature								
Operating (ambient min °C)	0	0	0	0	0	0	0	0
Operating (drive case max °C)	60	60	60	60	60	60	60	60
Nonoperating (ambient °C)	-40 to 70	-40 to 70	-40 to 70	-40 to 70	-40 to 70	-40 to 70	-40 to 70	-40 to 70
<b>Physical</b>								
Height (mm/in)	26.11/1.028	26.11/1.028	26.11/1.028	20.17/0.7825	20.17/0.7825	19.98/0.787	19.98/0.787	19.98/0.787
Width (mm/in)	101.6/4.0	101.6/4.0	101.6/4.0	101.6/4.0	101.6/4.0	101.6/4.0	101.6/4.0	101.6/4.0
Depth (mm/in)	146.99/5.787	146.99/5.787	146.99/5.787	146.99/5.787	146.99/5.787	146.99/5.787	146.99/5.787	146.99/5.787
Weight (g/lb)	626/1.38	626/1.38	535/1.18	400/0.88	400/0.88	415/0.92	415/0.92	415/0.92
Carton Unit Quantity	20	20	20	25	25	25	25	25
Cartons per Layer	40	40	40	40	40	40	40	40
Cartons per Pallet	8	8	8	8	8	8	8	8
<b>Special Features</b>								
Seagate OptiCache™ Technology	Yes	Yes	Yes	Yes	Yes	No	No	No
Seagate AcuTrac™ Technology	Yes	Yes	Yes	Yes	Yes	No	No	No
Seagate SmartAlign™ Technology	Yes	Yes	Yes	Yes	Yes	Yes <sup>2</sup>	Yes <sup>2</sup>	Yes <sup>2</sup>

<sup>1</sup> One gigabyte, or GB, equals one billion bytes and one terabyte, or TB, equals one trillion bytes when referring to drive capacity.

<sup>2</sup> Seagate ships this drive in both 4K- and 512-byte sectors. SmartAlign technology is included on 4K sector drives. Both drives are functionally and physically equivalent.

[www.seagate.com](http://www.seagate.com)



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# **Exhibit C**



# Desktop

HARD DISK DRIVE KIT

Data Sheet

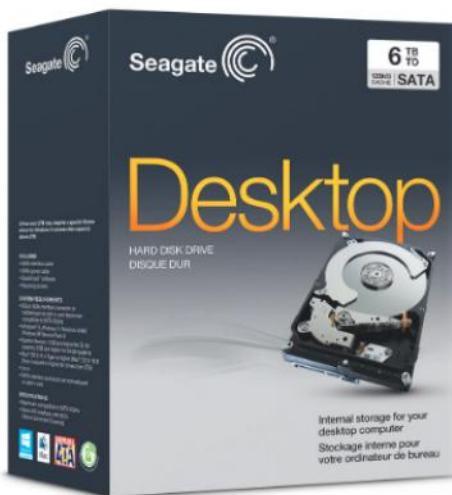
## The Power of One

The Seagate® Desktop HDD (formerly Barracuda® hard drive) is the industry standard hard drive for mainstream desktop computing, delivering both exceptional reliability and performance. A host of refined technologies helps boost performance further than ever before. The Desktop HDD is perfect for desktop performance towers or all-in-one computers, consumer-grade NAS devices and desktop RAID arrays. In fact, the Desktop HDD gives you one hard drive platform for every desktop storage application. One drive with trusted performance, reliability and simplicity in capacities up to 6TB.

1TB-per-disk technology incorporates 340,000 unique tracks in the width of a single inch. This incredible storage density drives new capacity possibilities and lowers your total storage costs.

Perpendicular recording technology increases performance and reliability by aligning the data bits vertically on the disk. Additionally, Seagate OptiCache™ technology helps boost overall performance by as much as 45% over the previous generation, and Seagate AcuTrac™ technology provides reliable performance, even in tough environments. The free Seagate DiscWizard™ software allows you to install 3TB and above hard drives in Windows, including XP, without UEFI BIOS.<sup>1</sup>

1 This high-capacity drive may require a special driver for Windows to access disk capacity above 2TB. Visit <http://www.seagate.com/beyond-2tb> for more information.





# Desktop

HARD DISK DRIVE KIT

## Specifications

Retail Packaging	Product Dimensions		Box Dimensions		Master Carton Dimensions		Pallet Dimensions	
Capacity	4TB and below	6TB	4TB and below	6TB	4TB and below	6TB	4TB and below	6TB
Length (in/mm)	5.75/146.99	5.75/146.99	5.88/149.35	5.88/149.35	6.5/165.1	6.5/165.1	48.0/1219.2	48.0/1219.2
Width (in/mm)	4.0/101.6	4.0/101.6	7.63/193.67	7.63/193.67	16.0/406.4	16.0/406.4	40.0/1016	40.0/1016
Depth (in/mm)	1.028/26.11	1.028/26.11	2.88/73.15	2.88/73.15	6.0/152.4	6.0/152.4	46.0/1168.4	46.0/1168.4
Weight (lb/kg)	0.90/0.408	1.69/0.767	1.95/0.89	2.08/0.943	8.45/3.83	8.85/4.014	944.0/428.19	999.80/453.502
Quantities								
Boxes per Master Carton	4							
Master Cartons per Pallet	108							
Pallet Layers	6							
System Requirements								
Windows® 8, Windows 7, Windows Vista®, Windows XP Service Pack 3								
Power Mac® G5 and newer or Mac Pro® with Mac OS X 10.2 or higher								
Linux								
SATA interface connector on motherboard of add-in SATA card								
For Desktop HDD 3TB and above <sup>1</sup>								
6Gb/s SATA interface connector on motherboard of add-in card (backward compatible to SATA 3Gb/s)								
Windows 8, Windows 7, Windows Vista, Windows XP Service Pack 3								
System Memory: 1GB and higher for 32-bit systems; 2GB and higher for 64-bit systems								
Mac OS X 10.6 Snow Leopard or higher								
Linux								
What Is Included								
Seagate® Desktop HDD (3.5-inch hard disk drive)	Mounting screws							
Interface cable	Quick installation guide							
Power cable	2-year limited warranty							

Region	Product	Capacity <sup>2</sup>	Cache	Model Number	UPC Code	Multi-Pack UPC
PANAM	Desktop HDD	1TB	64MB	ST310005N1A1AS-RK	763649005828	10763649005825
PANAM	Desktop HDD	2TB	64MB	STBD2000101	763649033227	10763649033224
PANAM	Desktop HDD	3TB <sup>1</sup>	64MB	STBD3000100	763649033234	10763649033231
WW	Desktop HDD	4TB <sup>1</sup>	64MB	STBD4000400	763649044896	10763649044893
PANAM	Desktop HDD	6TB <sup>1</sup>	128MB	STBD6000100	763649058466	10763649058463

1 This high-capacity drive may require a special driver for Windows to access disk capacity above 2TB. Visit <http://www.seagate.com/beyond-2tb> for more information.

2 One gigabyte, or GB, equals one billion bytes and one terabyte, or TB, equals one thousand billion bytes when referring to drive capacity.

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# Exhibit D

# Backup Plus



DESKTOP DRIVE  
DISQUE EXTERNE

Data Sheet

## Seagate Backup Plus, easy backup for your digital life on your computer and the cloud

The Seagate® Backup Plus desktop drive simplifies backup for consumers who want to protect their entire digital life locally, in the cloud or from social networks. Via the Seagate Dashboard, use the *Protect* function to set up a one-click plan or customize your scheduled local backup. Keep multiple copies of your files in case disaster strikes.

With the *Save* feature, user-generated content can be backed up from your favorite social networks. Many people now use their smartphones to capture priceless moments. While these devices are handy and readily available, storage is not their strong suit. Capture a memory, post it on a social networking site and let the Seagate Dashboard automatically back up any content posted. Even if the file gets accidentally deleted from the device, another copy can be waiting.

The *Share* feature allows multiple files to be uploaded to social networks at once from your computer. The days of uploading individual files without creating a new album are gone! Simply select files to upload, choose where to post them and even add comments. Managing your social profile has never been easier.

Install the pre-loaded NTFS driver for Mac, and use the drive interchangeably between PC and Mac® computers without reformatting the drive. For even more flexibility, with the Seagate Backup Plus design, you can upgrade from the included USB 3.0 interface to Thunderbolt™ technology or FireWire® 800 with the available additional adapter.



# Backup Plus

DESKTOP DRIVE  
DISQUE EXTERNE



## Specifications

Retail Packaging	Product Dimensions	Box Dimensions	Master Carton Dimensions	Pallet Dimensions
Length (in/mm)	6.22/158	7.87/200	14.96/372	43.93/1116
Width (in/mm)	4.88/124	9.06/230	9.52/242	38.11/968
Depth (in/mm)	1.73/44	3.54/90	8.58/218	47.76/1213
Weight (lb/kg)	2.38/1.08	2.93/1.33	12.44/5.66	785/356.8
Quantities				
Boxes per Master Carton	4			
Master Cartons per Pallet	60			
Pallet Layers	5			
System Requirements				
Windows® 7, Windows Vista®, Windows XP SP3 (32-bit and 64-bit) operating system or Mac OS X 10.6 or higher <sup>1</sup>				
SuperSpeed USB 3.0 port (required for USB 3.0 transfer speeds or backwards compatible with USB 2.0 ports at USB 2.0 transfer speeds) <sup>2</sup>				
Inside the Box				
Seagate Backup Plus drive		4-foot USB 3.0 cable		
Seagate Dashboard pre-loaded on drive		Power adapter		
NTFS driver for Mac pre-loaded on drive <sup>1</sup>		Quick start guide		
USB 3.0 interface adapter with capacity gauge		2-year limited warranty		

Region	Product	Capacity <sup>3</sup>	Model Number	UPC Code	Multi-Pack UPC
AMER	Backup Plus desktop drive	1TB	STCA1000100	763649040553	10763649040550
AMER	Backup Plus desktop drive	2TB	STCA2000100	763649040560	10763649040567
AMER	Backup Plus desktop drive	3TB	STCA3000101	763649040577	10763649040574
AMER	Backup Plus desktop drive	4TB	STCA4000100	763649040584	10763649040581

1 Reformatting for Mac may be required.

2 Compatibility may vary depending on user's hardware configuration and operating system.

3 One gigabyte, or GB, equals one billion bytes and one terabyte, or TB, equals one thousand billion bytes when referring to drive capacity.

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# Exhibit E

### Backblaze Hard Drive Failure Rates

Ordered by Drive Size (2013 through Q3 2015)

Model Name/Number	Size	2013	2014	2015	All Periods: 2013 - 2015				
		Failure Rate	Failure Rate	Failure Rate	Failure Rate	Low Rate	High Rate	Max # in Service	Avg Age (Months)
Western Digital Caviar Green (WD10EACS)	1TB	0.00%	5.21%	0.00%	2.48%	1.40%	8.10%	84	70.5
Western Digital Caviar Green (WD10EADS)	1TB	4.29%	3.90%	9.91%	5.44%	4.10%	7.10%	474	70.0
All 1TB Drives		<b>4.29%</b>	<b>4.09%</b>	<b>8.66%</b>	<b>5.02%</b>				
Seagate Barracuda Green ST1500DL003	1.5TB	129.88%	66.01%	222.77%	106.52%	85.70%	130.90%	51	26.7
Seagate Barracuda 7200.11 (ST31500341AS)	1.5TB	23.29%	23.53%	26.69%	23.87%	20.80%	27.30%	539	67.9
Seagate Barracuda LP (ST31500541AS)	1.5TB	10.52%	9.52%	12.07%	10.43%	9.40%	11.50%	1,929	65.0
All 1.5TB Drives		<b>16.57%</b>	<b>13.11%</b>	<b>15.10%</b>	<b>14.71%</b>				
HGST(*) Deskstar 7K2000 (HDS722020ALA330)	2TB	1.03%	1.07%	2.81%	1.61%	1.40%	1.90%	4,716	55.5
Seagate Barracuda LP (ST32000542AS)	2TB	7.90%	13.43%		10.28%	6.90%	14.20%	288	0.0
Western Digital Red (WD20EFRX)	2TB		0.00%	6.85%	6.85%	2.40%	17.50%	126	6.1
All 2TB Drives		<b>1.45%</b>	<b>1.42%</b>	<b>2.87%</b>	<b>1.88%</b>				
HGST(*) Deskstar 5K3000 (HDSSC3030ALA630)	3TB	0.99%	0.59%	1.31%	0.92%	0.70%	1.10%	4,595	40.5
HGST(*) Deskstar 7K3000 (HDSSC23030ALA640)	3TB	1.01%	2.27%	2.12%	1.91%	1.40%	2.60%	1,027	45.7
Seagate Barracuda 7200.14 (ST3000DM001)	3TB	10.35%	43.08%	30.94%	28.46%	26.90%	29.60%	4,247	34.5
Seagate Barracuda XT (ST33000651AS)	3TB	6.91%	4.80%	3.55%	5.11%	3.50%	7.30%	293	42.8
Toshiba DT01ACA Series (TOSHIBA DT01ACA300)	3TB	6.93%	3.68%	2.80%	4.20%	1.40%	9.80%	58	29.1
Western Digital Red 3 TB (WDC WD30EFRX)	3TB	3.79%	6.94%	8.79%	7.65%	6.40%	9.30%	1,085	16.3
Western Digital Green 3 TB (WDC WD30EZRX)	3TB	6.32%	0.00%		6.32%	4.10%	9.80%	388	0.0
All 3TB Drives		<b>5.22%</b>	<b>15.06%</b>	<b>4.33%</b>	<b>9.43%</b>				
HGST(*) Deskstar 5K4000 (HDSSC4040ALE630)	4TB	1.65%	0.91%	0.86%	1.07%	0.80%	1.40%	2,643	29.9
HGST Megascale 4000 (HMS5C4040ALE640)	4TB	3.85%	1.41%	0.70%	0.93%	0.70%	1.20%	7,092	14.0
HGST Megascale 4000.B (HMS5C4040BLE640)	4TB		0.52%	0.47%	0.50%	0.30%	0.80%	3,103	16.9
Seagate Desktop HDD.15 (ST4000DM000)	4TB	4.17%	2.58%	3.31%	3.06%	2.80%	3.30%	20,921	13.1
Seagate Barracuda XT (ST4000DX000)	4TB	1.12%	1.12%	3.73%	1.99%	0.70%	3.60%	214	23.8
Toshiba MD04ABA-V Series (MD04ABA400V)	4TB			4.80%	4.80%	1.00%	14.20%	145	5.2
Western Digital Red 4 TB (WD40EFRX)	4TB		0.00%	2.97%	1.42%	0.00%	7.90%	45	18.5
All 4TB Drives		<b>2.75%</b>	<b>1.88%</b>	<b>2.18%</b>	<b>2.10%</b>				
Toshiba MD04ABA-V Series (MD04ABA500V)	5TB			3.84%	3.84%				
All 5TB Drives				<b>3.84%</b>	<b>3.84%</b>				
Seagate 6 TB SATA 3.5 (ST6000DX000)	6TB		0.00%	2.90%	2.84%	1.60%	3.80%	1,882	6.2
Western Digital Red 6 TB (WD60EFRX)	6TB		3.07%	5.73%	5.49%	3.20%	8.20%	458	9.4
All 6TB Drives			<b>2.00%</b>	<b>3.64%</b>	<b>3.58%</b>				
HGST Ultrastar He8 (HUH728080ALE600)	8TB			3.41%	3.41%	0.10%	19.10%	45	7.7
All 8TB Drives				<b>3.41%</b>	<b>3.41%</b>				
All Drives		<b>5.25%</b>	<b>6.36%</b>	<b>3.10%</b>	<b>4.81%</b>				

Source: *What Can 49,056 Hard Drives Tell Us? Hard Drive Reliability Stats for Q3 2015*, Backblaze (Oct. 14, 2015),  
<https://www.backblaze.com/blog/hard-drive-reliability-q3-2015>.

# Exhibit F

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**What Does This Limited Warranty Cover?**

This limited warranty covers any defects in material or workmanship in the new Seagate product accompanied by this limited warranty statement. Only consumers purchasing this product from an authorized Seagate retailer or reseller may obtain coverage under this limited warranty.

**How Long Does The Coverage Last?**

The warranty period for your product is the length of time indicated as part of your product packaging. Please see your product box or quick start guide for the applicable warranty period for your product. You also may go to <http://www.seagate.com/retailwarranty/> to obtain the length of your warranty period and to determine whether there are any usage-based limitations. If you purchased the product in a European Economic Area Member State, you will receive the longer of your applicable product warranty period or two (2) years. The warranty period for all components other than the main product is ninety (90) days from the documented date of your purchase or two (2) years if purchased in a European Economic Area Member State.

**What Does This Limited Warranty Not Cover?**

This limited warranty does not cover any problem that is caused by (a) commercial use, accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual; or (c) lost passwords; or (d) malfunctions caused by other equipment. This limited warranty is void if a product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). This limited warranty does not cover data loss – back-up the contents of your drive to a separate storage medium on a regular basis. Also, consequential damages; incidental damages; and costs related to data recovery, removal, and installation are not recoverable under this warranty.

**What Do You Have To Do?**

Seagate will not provide any warranty coverage unless your claim is in compliance with all terms of this limited warranty statement and you follow proper return procedure. To request warranty service, contact an authorized Seagate service center or refer to [www.seagate.com](http://www.seagate.com) for more information regarding customer support within your jurisdiction. You also may obtain information regarding the location of authorized Seagate service centers and access the Seagate automated customer service directory by calling +1-800-SEAGATE. Callers outside the US can reach this service by dialing +1-405-324-4770. Once an authorized service center or Seagate determines that a repair or replacement is required, you will be prompted for your name, address, phone number, e-mail and product serial number and then issued a Return Order Number to use when returning product to Seagate. Product you return to Seagate must be properly packaged in its original packaging (or packaging providing the product with protection equivalent to the original packaging) and shipped, with the shipping charges prepaid via a shipping method that provides for tracking of your package, to the address provided when you received your Return Order Number. In addition to regular back-ups, if possible, back-up your data before returning a drive, because the product you send to Seagate or an authorized service provider will not be returned to you. Additional information on backing-up the contents of your drive can be found at [www.seagate.com](http://www.seagate.com).

**What Will Seagate Do?**

If Seagate authorizes you to return your product to Seagate or an authorized service provider, Seagate will replace your product without charge with a functionally equivalent replacement product. Seagate may replace your product with a product that was previously used, repaired and tested to meet Seagate specifications. Seagate will pay to ship the replacement product to you. By sending product for replacement, you agree to transfer ownership of the original product to Seagate. Seagate will not return your original product to you. Data recovery is not covered under this limited warranty and is not part of the repair or exchange process. If you would like data recovery performed on your drive, it is available from Seagate as a separate service for an additional charge. Seagate warrants that repaired or replaced products are covered for the greater of either the remainder of the original product warranty or 90 days.

**How Does State Law Apply?**

The laws of the State of California, USA, govern this limited warranty. It gives you specific legal rights, and you may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

**Which Seagate Technology Companies Are Extending this Limited Warranty?**

The Seagate company offering this limited warranty depends on where you purchased the product:

**US & Americas:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**Europe, Middle East, Africa:** Seagate Technology International, Kooihovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**Asia Pacific:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Please do not return products to the addresses listed above but follow the rules described in the paragraph "What Do You Have To Do?"

## Hvad Dækker Denne Begrænsede Garanti?

Denne begrænsede garanti dækker enhver fejl i materiel eller udførelse ved et nyt Seagate-produkt, hvor denne begrænsede garanti medfølger. Kun forbrugere, der har købt produktet hos en autoriseret Seagate-forhandler eller videreforsæller, er dækket af denne begrænsede garanti.

## Hvor Længe Dækker Garantien?

Garantiperioden for dit produkt er den tid, der er angivet som en del af din produktemballage. Se venligst på produktboksen eller quick start-vejledningen for den gældende garantiperiode for dit produkt. Du kan også gå til <http://www.seagate.com/retailwarranty/> for at få oplysning om længden af din garantiperiode og afgøre, hvorfra der er nogen brugsbaserede begrænsninger. Hvis du har købt produktet i en medlemsstat indenfor Europæiske Økonomiske Samarbejdsområde, vil du modtage den længst gældende produktgarantiperiode eller to (2) år. Garantiperioden for alle andre komponenter end hovedproduktet er halvtvens (90) dage fra den dokumenterede dato for dit køb eller to (2) år, hvis købet er sket i en medlemsstat indenfor Det Europæiske Økonomiske Samarbejdsområde.

## Hvad Dækker Garantien Ikke?

Denne begrænsede garanti dækker ikke problemer opstået ved (a) kommerciel brug, uehld, misbrug, misligholdelse, stød, elektrostatisk afdaling, afmagnetisering, varme eller fugt overskridende produktspecifikationerne, fejlagtig installation, fejlagtig brug, fejlagtig vedligeholdelse eller modifiering, eller (b) misbrug i strid med instruktionsmanuallen, eller (c) mistede passwords, eller (d) fejl forårsaget af andet udstyr. Denne begrænsede garanti bortfalder, såfremt et produkt returneres med fjernet, ødelagte eller manipulerede mærkater eller ændringer (inklusiv uautoriseret fjernelse af komponenter eller eksterne covere). Denne begrænsede garanti dækker ikke tab af data – foretag jævnligt backup på et eksternt lagringsmedium. Endvidere er følgeskader og håndelige skader samt udgifter i relation til dataretablering, -installation og -fjernelse ikke dækket af denne begrænsede garanti.

## Hvad Skal Du Gøre?

Seagate yder ikke nogen garanti, medmindre dit krav opfylder alle vilkår under denne begrænsede garanti, og du følger alle procedurer vedrørende returnering af varen. Ved ønske om garantiservice kontakt da et autoriseret Seagate servicecenter eller se [www.seagate.com](http://www.seagate.com) for mere information vedrørende forbrugersupport i dit område. Du kan også finde mere information vedrørende lokale Seagate servicecentre og få adgang til den automatiske forbrugerservice ved at ringe på tlf.: +1-800-SEAGATE. Forbrugere udenfor USA kan opnå denne service ved at ringe på tlf.: +1-405-324-4770.

Når et autoriseret servicecenter eller Seagate har vurderet, at en reparation eller udskiftning er nødvendig, vil du blive bedt om at oplyse dit navn, adresse, telefonnummer, e-mail og serienummeret på produktet. Herefter vil du få udleveret et returordrenummer, som du skal benytte, når du returnerer produktet til Seagate. Yderligere information om back-up af indholdet på dit drev kan findes på [www.seagate.com](http://www.seagate.com). Produktet, du returnerer til Seagate, skal være forsvarligt indpakket i original-emballagen (eller anden emballage, der giver tilsvarende beskyttelse af produktet). Du skal benytte adressen, der er angivet på dit returordrenummer, du har modtaget, og fragtomkostningerne skal være forudbetalt af dig på en måde, hvorpå det er muligt at følge forsendelsen. Udover jævnlig back-

up bør du, hvis det er muligt, tage en back-up af dine data, før du returnerer en harddisk, da det produkt, du sender til Seagate eller et autoriseret servicecenter, ikke vil blive returneret til dig.

## Hvad Vil Seagate Foretage Sig?

Hvis Seagate beder dig returnere produktet til Seagate eller et autoriseret servicecenter, erstatter Seagate uden beregning dit produkt med et tilsvarende funktionelt erstatringsprodukt. Seagate kan erstattet dit produkt med et produkt, der er brugt, repareret og testet for, om det opfylder Seagates specifikationer. Seagate betaler for fragten af erstatringsproduktet til dig. Ved at sende produktet til ombytning accepterer du, at ejerskabet af det originale produkt overgår til Seagate. Seagate returnerer ikke det originale produkt til dig. Genetablering af data er ikke dækket af denne begrænsede garanti og er ikke en del af reparationen eller ombytningsprocessen. Hvis du ønsker genetablering af data på din harddisk, kan Seagate tilbyde dette som en separat service mod ekstra betaling. Seagate garanterer, at reparerede eller ombyttede produkter er dækket af original produktets resterende garantiperiode eller 90 dage afhængigt af, hvad der er mest fordelagtigt for dig.

## Hvilket Lands Love Gælder?

Denne begrænsede garanti er omfattet af loven i staten Californien, USA. Garantien giver dig specifikke juridiske rettigheder, og du kan – varierende fra land til land – herudover have andre rettigheder. Den begrænsede garanti influerer ikke på de yderligere rettigheder, du måtte have efter gældende retsregler om forbrugerkob i dit land, herunder og uden øvrig begrænsning, nationale love, der implementerer EU's forbrugerkøbsdirektiv (Europa-Parlamentets og Rådets direktiv 99/44/EF om visse aspekter af forbrugerkob og garantier i forbindelse hermed). Nogle lande tillader ikke fraskrivelse eller begrænsning af ansvar for følgeskader eller hændelige skader, så det er muligt, at du ikke er omfattet af de fraskrivelser og begrænsninger, der følger af denne begrænsede garanti.

## Hvilke Seagate Technology Firmaer Er Omfattet Af Denne Garanti?

Hvilket Seagate selskab, der yder dig denne begrænsede garanti, er afhængig af, hvor du har købt dit produkt:

**US & Americas:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**Europa, Mellemosten, Afrika:** Seagate Technology International, Kooihovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**Asien:** Seagate Singapore International, Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Vi beder dig venligst om ikke at returnere produkter til ovenstående adresser, men følge anvisningerne under punktet "Hvad Skal Du Gøre?"

## Was deckt diese beschränkte Garantie ab?

Unsere beschränkte Garantie deckt alle Mängel am Material oder an der Verarbeitung des neuen Seagate-Produkts ab, dem diese beschränkte Garantieerklärung beiliegt. Diese beschränkte Garantie gilt nur für Kunden, die dieses Produkt von einem autorisierten Seagate-Einzelhändler oder -Wiederverkäufer erworben haben.

## Wie lange gilt die Garantie?

Die Garantiedauer für dieses Produkt ist der auf der Produktverpackung angegebene Zeitraum. Weitere Informationen zu dem für Ihr Produkt zutreffenden Garantiezeitraum finden Sie auf der Produktverpackung oder in der Schnellstartanleitung. Die Länge des Garantiezeitraums können Sie auch auf <http://www.seagate.com/retailwarranty/> abrufen und ermitteln, ob nutzungsbedingte Einschränkungen bestehen. Falls Sie das Produkt in einem Mitgliedsstaat des Europäischen Wirtschaftsraums erworben haben, erhalten Sie den längeren zutreffende Produktgarantiezeitraum oder zwei (2) Jahre. Der Garantiezeitraum für Komponenten, abgesehen vom Hauptprodukt, beträgt neunzig (90) Tage ab dem dokumentierten Kaufdatum oder zwei (2) Jahre, falls das Produkt in einem Mitgliedsstaat des Europäischen Wirtschaftsraums erworben wurde.

## Was deckt diese Garantie nicht ab?

Unsere beschränkte Garantie deckt kein Problem ab, dass seine Ursache hat in (a) einer geschäftlichen Nutzung, einem Unfall, einem Missbrauch, einer Pflichtverletzung, einer Erschütterung, einer elektrostatischen Entladung, Entmagnetisierung, übermäßiger Hitze oder Feuchtigkeit entgegen den Produktspezifikationen, einer fehlerhaften Installation, Bedienung, Wartung oder Änderung oder (b) einem falschen Gebrauch entgegen den Anweisungen im Nutzerhandbuch oder (c) verlorenen Passwörtern oder (d) Fehlfunktionen, die von anderen Geräten verursacht wurden. Unsere beschränkte Garantie ist ungültig wenn ein eingesetztes Produkt entfernte, beschädigte oder manipulierte Aufschriften/Etiketten oder sonstige Änderungen (z.B. unberechtigterweise entfernte Komponenten oder Gehäusedeckel) aufweist. Unsere beschränkte Garantie deckt keinen Datenverlust ab – machen Sie regelmäßig Sicherheitskopien Ihres Laufwerks auf einem anderen Speichermedium. Auch werden keine Folgeschäden, Begleitschäden und mit der Wiederherstellung von Daten, dem Ausbau und der Installation verbundene Kosten im Rahmen unserer Garantie ersetzt.

## Was müssen Sie tun?

Wir werden keine Garantieleistung erbringen, wenn der von Ihnen geltend gemachte Garantieanspruch nicht mit allen Bedingungen der beschränkten Garantieerklärung für ein bestimmtes Produkt übereinstimmt und Sie nicht das richtige Rückgabeverfahren einhalten. Um eine Garantieleistung zu erhalten, wenden Sie sich bitte an ein autorisiertes Seagate Service Center oder informieren Sie sich unter [www.seagate.com](http://www.seagate.com) über den Kundenservice in Ihrem Land. Sie können zudem unter der Rufnummer +1-800-SEAGATE die automatische Telefonauskunft des Seagate Kundenservice erreichen und Informationen darüber erhalten, wo sich autorisierte Seagate Service Center befinden. Anrufer außerhalb der USA können diese Auskunft unter der Rufnummer +1-405-324-4770 erreichen. Sobald ein autorisiertes Service Center oder Seagate festgestellt hat, dass eine Reparatur oder ein Austausch erforderlich ist, werden Sie aufgefordert, Ihren Namen, Ihre Adresse, Ihre Telefonnummer, Ihre Emailadresse und die Seriennummer des Produktes anzugeben. Es wird daraufhin für Sie eine Bestellnummer zur Rücksendung der Ware (Rücksendebestellnummer) ausgestellt, die Sie bei der Rücksendung des Produktes an Seagate verwenden müssen. Die Produkte, die Sie an Seagate zurücksenden, müssen

in der Originalverpackung (oder einer anderen Verpackung, die das Produkt in gleicher Weise sicher schützt) ordnungsgemäß verpackt werden und an die Adresse versandt werden, die Ihnen mitgeteilt wurde als Sie die Rücksendebestellnummer erhalten haben. Die Kosten dieser Versendung müssen von Ihnen im Voraus bezahlt werden und die Versendungsmethode muss das Verfolgen Ihres Pakets ermöglichen. Machen Sie neben regelmäßigen Sicherungskopien eine Sicherungskopie Ihrer Daten, wenn möglich, auch bevor Sie das Laufwerk zurückgeben, da Sie das Produkt, das Sie an Seagate oder an einen autorisierten Kundendienst schicken, nicht wieder zurück erhalten. Weitere Informationen zum Anfertigen von Sicherungskopien Ihres Laufwerksinhalts finden Sie auf [www.seagate.com](http://www.seagate.com).

## Was wird Seagate machen?

Wenn Sie Seagate dazu berechtigt, ein Produkt an Seagate oder einem autorisierten Kundendienst zurückzusenden, tauschen wir Ihr Produkt kostenlos gegen ein funktionell gleichwertiges Austauschprodukt aus. Seagate kann Ihr Produkt gegen ein Produkt austauschen, das schon gebraucht ist, repariert und getestet wurde, damit es den Seagate Anforderungen entspricht. Seagate trägt die Kosten der Versendung des Austauschprodukts an Sie. Dadurch, dass Sie Ihr Produkt zum Austausch senden, sind Sie damit einverstanden, dass das Eigentum an dem ursprünglichen Produkt auf Seagate übergeht. Seagate wird ursprüngliche Produkte nicht an Kunden zurücksenden. Die Wiederherstellung von Daten ist von dieser beschränkten Garantie nicht abgedeckt und ist nicht Teil des Reparatur- oder Austauschverfahrens. Falls Sie die Wiederherstellung von Daten auf Ihrem Laufwerk wünschen, können Sie diesen Service von Seagate gegen eine gesonderte Gebühr erhalten. Seagate garantiert, dass reparierte oder ausgetauschte Produkte für die übrige Laufzeit der Garantie für das Originalprodukt oder, falls dies länger ist, für 90 Tage unter diese Garantie fallen.

## Wie findet örtliches Recht Anwendung?

Das Recht des US-Bundesstaates Kalifornien ist auf diese beschränkte Garantie anwendbar. Diese beschränkte Garantie verleiht Ihnen besondere Rechte; Sie haben jedoch möglicherweise zusätzliche Rechte, die von Land zu Land variieren. Diese beschränkte Garantie lässt alle zusätzlichen Rechte unberührt, die Ihnen nach der in Ihrem Land anwendbaren Rechtsordnung beim Verbrauchsgüterkauf zustehen. Dies schließt die nationalen Gesetze ein, die die Richtlinie der EG 1999/44/EG umsetzen, beschränkt sich jedoch nicht hierauf. In einigen Ländern ist der Ausschluss oder die Beschränkung von Begleitschäden oder Folgeschäden unzulässig. Diese Ausschlüsse oder Beschränkungen in dieser Garantie gelten daher möglicherweise nicht für Sie.

## Welche Seagate Technology Gesellschaften gewähren diese beschränkte Garantie?

Welche Seagate Gesellschaft Ihnen diese Garantie gewährt hängt davon ab, wo Sie das Produkt gekauft haben:

**USA und Rest-Amerika:** Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, USA

**Europa, Nahost und Afrika:** Seagate Technology International, Koohovenlaan 1, 1119 NB Schiphol-Rijk, Niederlande

**Asien-Pazifik:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Bitte senden Sie Ihre Produkte nicht an diese Adressen, sondern gehen Sie entsprechend der Beschreibung in dem Abschnitt „Was müssen Sie tun?“ vor.

## **¿Qué cubre la presente garantía limitada?**

La presente garantía limitada cubre cualquier defecto en el material o en la mano de obra de los nuevos productos de Seagate que incluyan este documento de garantía limitada. Únicamente aquellos consumidores que hayan adquirido el presente producto a un minorista o proveedor autorizado de Seagate estarán cubiertos por la presente garantía limitada.

## **¿Cuánto dura la cobertura?**

El periodo de garantía para su producto corresponde al tiempo indicado como parte del embalaje del mismo. Consulte la caja del producto o la guía de inicio rápido para ver el periodo de garantía aplicable al producto. También puede visitar <http://www.seagate.com/retailwarranty/> para conocer el periodo de garantía y para determinar si existen limitaciones de uso. Si adquirió el producto en un Estado miembro del Espacio Económico Europeo, recibirá el periodo de garantía aplicable más extenso para el producto o dos (2) años. El periodo de garantía para todos los componentes distintos al producto principal será de noventa (90) días a partir de la fecha que figure en el documento de compra o de dos (2) años si se adquieren en un Estado miembro del Espacio Económico Europeo.

## **¿Qué no cubre la presente garantía limitada?**

La presente garantía limitada no cubre ningún problema causado por (a) el uso comercial, accidente, abuso, negligencia, impacto, descarga electrostática, desmagnetización, calor o humedad que sobrepase las especificaciones del producto, instalación indebida, funcionamiento, mantenimiento o modificación; o (b) cualquier uso inadecuado que sea contrario a las instrucciones del manual del usuario; u (c) olvido o pérdida de contraseñas; o (d) mal funcionamiento causado por otro equipo. La presente garantía limitada es nula si el producto se devuelve con etiquetas removidas, dañadas o falsificadas, o cualquier otra alteración (incluyendo la eliminación no autorizada de cualquier componente o cubierta exterior). La presente garantía limitada no cubre el daño emergente o lucro cesante de la pérdida de datos – realice un respaldo del contenido de su unidad de disco de vez en cuando en un medio de almacenamiento separado. Asimismo, no son reembolsables bajo la presente garantía los daños derivados, incidentales y costes relacionados con la recuperación, eliminación e instalación de datos.

## **¿Qué debe hacer?**

Seagate no proporcionará ninguna cobertura de garantía salvo que la reclamación cumpla con todos los términos del presente documento de garantía limitada y se haya seguido el correspondiente proceso de devolución. Para solicitar el servicio de garantía, póngase en contacto con un centro de servicio autorizado de Seagate o visite la página web [www.seagate.com](http://www.seagate.com) para obtener información adicional relativa al servicio al cliente en su jurisdicción. También podrá informarse acerca de dónde se encuentran los centros de servicio autorizados de Seagate y acceder al directorio computarizado de servicio al cliente de Seagate llamando al +1-800-SEAGATE. Los clientes que llamen desde fuera de EE.UU. podrán acceder a este servicio marcando el +1-405-324-4770. Cuando el centro de servicio autorizado, o Seagate, haya determinado que debe procederse a la reparación o sustitución, usted deberá indicar su nombre, dirección, número de teléfono, dirección de correo electrónico y el número de serie del producto y posteriormente se le asignará un Número de Orden de Devolución que deberá utilizar al devolver el producto a Seagate. El producto que devuelva a Seagate deberá ser convenientemente empaquetado en su embalaje original (o en otro con el que el

producto esté protegido de forma equivalente al embalaje original) y enviado, con las tasas de envío prepagadas a través de un método de envío en el que se pueda rastrear su paquete, a la dirección que se le indicó al asignársele su Número de Orden de Devolución. Además del respaldo periódico del contenido de su unidad de disco, si es posible, realice el respaldo de datos antes de regresar la unidad de disco porque no se le devolverá el producto que envíe a Seagate o al proveedor de servicio autorizado. Puede encontrar información adicional sobre respaldo de contenido para su unidad de disco en [www.seagate.com](http://www.seagate.com).

## **¿Qué hará Seagate?**

Si es el caso que Seagate le autoriza a devolver su producto a Seagate o a un proveedor de servicio autorizado, Seagate sustituirá su producto a título gratuito por otro producto cuya funcionalidad sea equivalente. Seagate podrá sustituir su producto por otro que haya sido anteriormente utilizado, reparado y probado para cumplir con las especificaciones de Seagate. Seagate pagará el envío del producto dirigido a usted. Al enviar el producto para su sustitución, usted estará aceptando ceder a Seagate la propiedad del producto original. Seagate no le devolverá su producto original. La presente garantía limitada no cubre la recuperación de datos, la cual no formará parte del proceso de reparación o cambio. Si usted desea recuperar los datos incluidos en su unidad de disco, Seagate le ofrecerá dicho servicio de recuperación de datos de forma separada con un coste adicional. Seagate garantiza que los productos reparados o sustituidos están cubiertos durante el resto del periodo de garantía del producto original o durante un plazo de 90 días, si este último es mayor.

## **¿Cómo se aplica la legislación?**

La presente garantía limitada se regirá por las leyes del Estado de California, EE.UU. Esta legislación le confiere derechos específicos que podrán ser adicionales y varían de Estado a Estado y de país a país. La presente garantía limitada no afectará a cualesquier otros derechos adicionales que puedan corresponderle en virtud de las leyes de su jurisdicción relativos a la venta de bienes de consumo, incluyendo, sin limitación alguna, las leyes nacionales que implementen la Directiva 1999/44. Algunos Estados o países no permiten la exclusión o limitación de daños derivados o incidentales, de modo que las limitaciones o exclusiones previstas en el presente documento de garantía limitada podrían no serle de aplicación.

## **¿Qué compañías de Seagate Technology ofrecen la presente garantía limitada?**

La compañía de Seagate que proporciona la presente garantía limitada depende del lugar en el que Usted haya adquirido el producto:

**EE.UU. y países de América:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, EE.UU.

**Europa, países del Medio Oriente y África:** Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Países Bajos.

**Asia Pacífico:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Por favor no devuelva los productos a las direcciones arriba indicadas y siga los pasos descritos en el párrafo **“¿Qué debe hacer?”**

**Que couvre cette garantie limitée ?**

La présente garantie limitée couvre tous les défauts de conception ou de fabrication du nouveau produit Seagate auquel cette garantie limitée est jointe. Seuls les consommateurs achetant ce produit auprès d'un distributeur ou revendeur Seagate agréé peuvent bénéficier de la présente garantie limitée.

**Quelle est la durée de cette garantie ?**

La durée de garantie de votre produit correspond à la période indiquée sur son emballage. Veuillez vous reporter au carton du produit ou au guide de démarrage rapide pour connaître la période de garantie applicable au produit en question. Vous pouvez également vous rendre sur le site <http://www.seagate.com/retailwarranty/> pour connaître la durée de garantie d'un produit et déterminer les éventuelles limitations de la garantie liées à l'utilisation. Si le produit a été acheté dans un état membre de la l'Espace économique européen, vous bénéficierez des conditions de garantie durant la plus longue des périodes suivantes : la durée de garantie applicable au produit ou une période de deux (2) ans. La durée de garantie de tous les composants autres que le produit principal est de quatre-vingt-dix (90) jours à compter de la date de votre achat (justifiée par une preuve d'achat) ou de deux (2) ans si le produit a été acheté dans un état membre de l'Espace économique européen.

**Qu'est-ce qui n'est pas couvert par cette garantie ?**

La présente garantie limitée ne couvre pas les problèmes causés par (a) l'utilisation du produit à des fins commerciales, les accidents, l'emploi abusif, la négligence, les chocs, les décharges électrostatiques, la démagnétisation, la chaleur ou l'humidité au-delà des spécifications du produit, une installation impropre, l'exploitation, la maintenance ou la modification, (b) toute mauvaise utilisation contraire aux instructions du guide de l'utilisateur, (c) la perte des mots de passe ou (d) les dysfonctionnements causés par d'autres équipements. La présente garantie limitée est nulle si un produit est retourné sans son étiquette, si son étiquette a été endommagée ou altérée ou encore si le produit a lui-même été altéré (y compris le retrait non autorisé de tout composant ou couvercle externe). La garantie limitée ne couvre pas la perte de données – sauvegardez régulièrement le contenu de votre lecteur sur un support de stockage distinct. En outre, les dommages consécutifs, les dommages incidents, les coûts liés à la récupération des données, à la suppression et à l'installation ne sont pas couverts par la présente garantie.

**Que devez-vous faire ?**

Vous pourrez uniquement bénéficier de la garantie si votre réclamation est établie conformément aux conditions prévues par les présentes pour un produit spécifique et si vous respectez la procédure de retour du produit qui y est décrite. Pour actionner la présente garantie, vous devez contacter un centre de service Seagate agréé ou consulter le site [www.seagate.com](http://www.seagate.com) pour plus d'informations sur le support client dans votre pays. Vous pouvez également obtenir des informations sur la localisation des centres de service Seagate agréés et accéder à l'annuaire automatisé du service clients de Seagate en composant le +1-800-SEAGATE. Si vousappelez d'un autre pays que les Etats-Unis, composez le +1-405-324-4770. Une fois qu'un centre de service agréé ou que Seagate aura estimé qu'une réparation ou un remplacement de votre produit est nécessaire, vous devrez donner vos nom, adresse, numéro de téléphone, adresse électronique, ainsi que le numéro de série du produit concerné. Il vous sera ensuite délivré un Numéro de Demande de Retour (NDR), lequel devra être utilisé

pour retourner le produit à Seagate. Le produit doit être retourné à Seagate correctement emballé dans son emballage d'origine (ou dans un emballage assurant une protection équivalente à l'emballage d'origine) et envoyé, frais de port payés d'avance, via un mode d'expédition permettant de suivre le colis, à l'adresse qui vous aura été donnée au moment de la réception de votre Numéro de Demande de Retour. En plus des sauvegardes régulières auxquelles vous aurez procédé, sauvegardez si possible vos données avant d'envoyer le lecteur en réparation, le produit que vous enverrez à Seagate ou à un prestataire de service agréé ne vous étant pas renouvelé par la suite. Des informations complémentaires sur la sauvegarde du contenu de votre lecteur sont disponibles sur [www.seagate.com](http://www.seagate.com).

**Que fera Seagate ?**

Si Seagate autorise le retour de votre produit à Seagate ou un prestataire de services agréé, Seagate s'engage à remplacer votre produit gratuitement par un produit aux fonctionnalités équivalentes. Seagate peut remplacer votre produit par un produit déjà utilisé, réparé et testé pour répondre aux spécifications de Seagate. Seagate paiera les frais d'expédition du produit de remplacement. En retournant votre produit en vue de son remplacement, vous acceptez d'en transférer la propriété d'origine à Seagate. Seagate ne vous retournera pas le produit d'origine. La récupération des données n'est pas couverte par la présente garantie limitée et ne fait donc pas partie de la procédure de réparation ou d'échange. Si vous souhaitez que des données soient récupérées sur votre lecteur, Seagate propose un service distinct moyennant le paiement d'une redevance supplémentaire. Seagate garantit que les produits réparés ou remplacés sont couverts pendant la plus longue des périodes suivantes : (i) le reste de la période de garantie du produit d'origine ou (ii) 90 jours.

**De quel État relève le droit applicable à la garantie ?**

Les lois de l'État de Californie, États-Unis, régissent la présente garantie limitée. Ces lois vous donnent des droits légaux spécifiques. Vous pouvez disposer également d'autres droits qui varient d'un État à l'autre. La présente garantie limitée n'affecte pas les droits supplémentaires dont vous pouvez bénéficier au titre des lois de votre pays concernant la vente de biens de consommation, y compris, notamment, les lois nationales transposant la Directive 99/44/CE. Certains États ne permettent pas l'exclusion ou la limitation des dommages incidents ou consécutifs ; dans ce cas, les limitations ou exclusions prévues à la présente garantie limitée peuvent ne pas vous être applicables.

**Quelles sociétés Seagate Technology mettent en œuvre la présente garantie limitée ?**

La société Seagate qui vous accorde la présente garantie limitée dépend de l'endroit où vous avez acheté le produit :

*États-Unis et Amériques : Seagate Technology LLC,  
10200 S. De Anza Blvd, Cupertino, CA 95014, États-Unis*

*Europe, Moyen-Orient, Afrique : Seagate Technology International,  
Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Pays-Bas*

*Asie Pacifique : Seagate Singapore International Headquarters Pte.  
Ltd., 7000 Ang Mo Kio Avenue 5, Singapour 569877*

Nous vous remercions de ne pas retourner les produits aux adresses ci-dessus mais de suivre les règles décrites à l'article « Que devez-vous faire ? ».

## Che cosa copre questa garanzia limitata?

La presente garanzia limitata copre qualsiasi difetto nei materiali o nella lavorazione del nuovo prodotto Seagate accompagnato dalla presente garanzia limitata. Solo i consumatori che hanno acquistato questo prodotto Seagate presso un venditore al dettaglio o un rivenditore autorizzato Seagate avranno diritto alla copertura ai sensi della presente garanzia limitata.

## Quanto dura la copertura?

Il periodo di garanzia per questo prodotto corrisponde a quello indicato sulla confezione. Consultare la confezione del prodotto oppure la guida introduttiva per identificare il periodo di garanzia valido per il prodotto. A questo scopo, oltre che per verificare la presenza di limitazioni basate sull'uso, è inoltre possibile visitare il sito Web <http://www.seagate.com/retailwarranty/>. Se l'acquisto è avvenuto in uno Stato membro dello Spazio Economico Europeo, il prodotto sarà coperto dalla garanzia più duratura applicabile oppure per due (2) anni. Il periodo di garanzia per tutti i componenti diversi dal prodotto principale è di novanta (90) giorni dalla data di acquisto documentata o due (2) anni se l'acquisto è avvenuto in uno Stato membro dello Spazio Economico Europeo.

## Che cosa non copre questa garanzia limitata?

La presente garanzia limitata non copre i problemi causati da (a) uso commerciale, incidente, abuso, negligenza, shock, scarica elettrostatica, smagnetizzazione, calore o umidità superiori rispetto alle specifiche del prodotto, installazione, funzionamento, manutenzione o modifiche inappropriate; o (b) qualsiasi uso contrario alle istruzioni contenute nel manuale utente; o (c) perdita di password; o (d) malfunzionamenti causati dai altri strumenti. La presente garanzia limitata è nulla se un prodotto viene reso con etichette rimosse, danneggiate o manomesse, o con qualsiasi altra modifica (compresa la rimozione non autorizzata di qualsiasi componente o copertina esterna). La presente garanzia limitata non copre la perdita di dati - si consiglia di eseguire regolarmente il back-up della sua unità su un supporto di memorizzazione separato. Non sono inoltre coperti dalla presente garanzia i danni conseguenziali, incidentali e i costi connessi con il ripristino, la rimozione e l'installazione dei dati.

## Che cosa deve fare?

Seagate fornirà la garanzia solo ove la richiesta di copertura sia conforme ai termini della presente dichiarazione di garanzia limitata e sia rispettata la speciale procedura per la restituzione. Per richiedere il servizio di garanzia la preghiamo di contattare un centro di assistenza autorizzato Seagate o di fare riferimento al sito [www.seagate.com](http://www.seagate.com) per maggiori informazioni relative al servizio clienti nella sua giurisdizione. È possibile ottenere informazioni relative ai centri di assistenza autorizzati Seagate e ottenere l'accesso automatico al servizio clienti chiamando il numero +1-800-SEAGATE. Le chiamate non provenienti dagli Stati Uniti possono avere accesso a questo servizio dal numero +1-405-324-4770. Quando il centro di assistenza autorizzato Seagate ritiene che una riparazione o sostituzione sia necessaria, le sarà richiesto di fornire nome, indirizzo, numero telefonico, e-mail e numero seriale del prodotto e quindi sarà emesso un Numero d'Ordine per la Restituzione che dovrà essere utilizzato per la restituzione del prodotto a Seagate. Il prodotto restituito a Seagate dovrà essere propriamente imballato nella confezione originale (o in una confezione che garantisca una protezione del prodotto equivalente a quella fornita dalla confezione originale) ed inviato, con spese di

invio prepagate e mediante utilizzo di un sistema di spedizione che garantisca il monitoraggio della spedizione, all'indirizzo fornito al momento della ricezione del suo Numero d'Ordine per la Restituzione. Oltre ad regolare back-up, ove possibile, le consigliamo di effettuare il back-up dei suoi dati prima di restituire la sua unità poiché il prodotto restituito a Seagate o ad un centro di assistenza autorizzato non le sarà restituito. Ulteriori informazioni circa il back-up dei contenuti della sua unità possono essere trovate sul sito [www.seagate.com](http://www.seagate.com).

## Che cosa farà Seagate?

Se Seagate la autorizza alla restituzione del suo prodotto a Seagate o ad un centro di assistenza autorizzato, Seagate sostituirà il suo prodotto gratuitamente con un prodotto aventure funzionalità equivalente. Seagate potrà sostituire il suo prodotto con un prodotto che è stato precedentemente usato, riparato e testato in modo da rispettare le specifiche Seagate. Seagate sopporterà le spese per l'invio del prodotto sostitutivo. Inviano il prodotto per la sostituzione, lei accetta di trasferire la proprietà sul prodotto originale a Seagate. Seagate non le restituirà il suo prodotto originale. Il ripristino dei dati non è coperto dalla presente garanzia limitata e non è parte del processo di riparazione o sostituzione. Se desidera che venga effettuata l'attività di ripristino dei dati sulla sua unità, tale attività, fornita da Seagate, costituisce un servizio separato ad un costo aggiornale. Seagate garantisce che i prodotti riparati o sostituiti sono coperti per una durata uguale a quella maggiore fra la rimanente durata della garanzia del prodotto originale ovvero 90 giorni.

## Come si applica la legge dello Stato?

La presente garanzia limitata è soggetta alle leggi dello Stato della California, USA. Questa fornisce specifici diritti, ma è possibile che lei abbia ulteriori diritti che variano da stato a stato. La presente garanzia limitata non incide su quegli ulteriori diritti che le sono riconosciuti in base alla legge in materia di vendita di beni di consumo applicabile nella sua giurisdizione, incluse, senza limitazione, le leggi nazionali di attuazione della Direttiva Comunitaria 99/44. Alcuni stati non consentono l'esclusione o la limitazione dei danni incidentali o conseguenziali; in tal caso le limitazioni o esclusioni previste in questa dichiarazione di garanzia limitata potrebbero non trovare applicazione nei suoi confronti.

## Quale società Seagate Technology sta fornendo questa garanzia limitata?

La società Seagate che offre la presente garanzia limitata dipende dal luogo dove il prodotto è stato acquistato:

**Stati Uniti & Americhe:** Seagate Technology LLC,  
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**Europa, Medio Oriente, Africa:** Seagate Technology International,  
Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**Asia-Pacifico:** Seagate Singapore International Headquarters  
Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

La preghiamo di non restituire i prodotti agli indirizzi sopra indicati, ma di seguire la procedura descritta nel paragrafo "Che Cosa Deve Fare?".

**ما الذي ستفعله بسيغيت؟**

إذا صرحت لك سيفيغيت بتراجع منتجك إلى سيفيغيت أو إلى مركز خدمة معتمد، سقوم سيفيغيت باستبدال ذلك المنتج بمنتج بديل مطابق وظيفياً للمنتج الأصلي بدون أية إلكلة. وبخوض سيفيغيت استبدال منتجك بمنتج تم استعماله من قبل ثم تصفيته لم اختياره لضمان مطابقته لما هو مأمور به. سيفيغيت، وتستحمل سيفيغيت تكاليف شحن المنتج البديل إلىك، وما يجب إعلامك به أنه بإرسالك الم المنتج لاستبداله فإنه ينواق على نفقة ملوكية المنتج الأصلي إلى سيفيغيت، وأن سيفيغيت لن تتعذر منتج الأصلي إليك، وبالإشارة إلى ذلك فإن استعادة البيانات ليست مطلقة تحت هذا الضمان المحدود ولا تعتبر جزءاً من عملية التصالح أو التبديل. فإذا كنت تزيد إجراء عملية استعادة بيانات على المسئر الخاص بك، فتحت لك سيفيغيت هذه الإمكانية كخدمة منفصلة وبتكلفة إضافية. علاوة على ذلك فإن سيفيغيت تضمن بأن المنتجات التي يتم تصليحها أو استبدالها مغطاة إما بالمدة المحددة للأجهزة الصالحة أو لفترة تسريح (90) يوماً إلهاً أكبر.

**كيف يُطلبُ قانون الولاية؟**

تحكم هذا الضمان المحدود قوانين ولاية كاليفورنيا بالولايات المتحدة الأمريكية. فإنها تعطي لك حقوق قانونية محددة، كما يجوز أن تكون لك حقوق أخرى تختلف من ولاية إلى أخرى. وهذا الضمان المحدود لا يوفر على أي حقوق إضافية تتمتع بها مهنيتك قوانين دولتك والتي تحكم بيع السلع الاستهلاكية. بما في ذلك على سبيل المثال لا الحصر، القوانين الوطنية المنفذة لقوانين الجهة الأوروبية رقم 44/99 بما أن بعض الولايات لا تتمتع بانتسابها أو تحددها الأطراف العرضية أو التبعية، وبالتالي فإن الاستثناءات أو التحديدات الواردة في هذا الضمان المحدود قد لا تتطابق عليك.

**من هي شركات سيفيغيت للتكنولوجيا التي تقدم هذا الضمان المحدود؟**

ملحوظة قانونية: في حالة تناولك لبياناتك الشخصية، يرجى الاطلاع على سياسة الخصوصية الخاصة بـ سيفيغيت، التي تقدم هذا الضمان المحدود فذلك يتوقف على مكان شركتك للمنتج:

الولايات المتحدة وأمريكا: شركة سيفيغيت للتكنولوجيا، شركة ذات مسؤولية محدودة، الولايات المتحدة الأمريكية:  
South De Anza Boulevard, Cupertino, CA 95014, USA 10200

أوروبا، الشرق الأوسط، إفريقيا: شركة سيفيغيت للتكنولوجيا الدولية، هولندا:

Koolheerenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

آسيا ومتقدمة وأسيابيك: سيفيغيت سنغافورة المقر الدولي الخاصة المحدودة، سنغافورة: 7000 Ang Mo Kio Avenue 5, Singapore 569877

الراجح عدم ترجيح أية منتجات إلى العاونين المذكورة أعلاه ولكن اتبع القواعد المشرورة في الفقرة أعلاه ذات العنوان: "ما الذي يجب أن تفعله أنت؟"

**ما الذي يعطيه هذا الضمان المحدود؟**

ما الذي يعطيه هذا الضمان المحدود؟ في حالة أو المصنوعة في متجر سيفيغيت أو في المتجر الذي يراقبه هذا الضمان المحدود، يرجو فقط للمسهاتين الذين اشتروا هذا المنتج من باعه تجزئة أو باعه مفرق محمد عبد الله سيفيغيت الحصول على التطبيقات المقدمة في هذا الضمان المحدود.

**ما هي مدة الضمان؟**

فترة الضمان لهذا المنتج هي عبارة عن الفترة الزمنية المشار إليها على عمدة المنتج الخاص بك، لذا يرجو فحص عبوة المنتج أو الإيوان نظرة سريعة على دليل البداية السريعة لاطلاق على فتره سريان الضمان، كما يمكن أيضاً الدخول على الموقع الإلكتروني <http://www.seagate.com> للحصول على فترة ضمانك المحدد، وتحدد ما إذا كان هناك قيوداً تعمد على استخدامك، وإن كنت قمت بشراء المنتج من أحد الدول الأوروبية الأعضاء في المنطقة الاقتصادية الأوروبية فإنك ستحصل على فترة ضمان أطول تستمر مدة عامين (2). وتجدر الإشارة إلى أن فترة ضمان كافة مكونات المنتج باعها المنتج الرئيسي في حوالي (90) يوماً من تاريخ الشراء الموقن أو مدة عامين (2) إن قمت بشراء المنتج من أحد الدول الأوروبية الأعضاء في المنطقة الاقتصادية الأوروبية.

**ما الذي لا يعطيه هذا الضمان المحدود؟**

هذا الضمان المحدود لا يعطيه شيئاً مشكلاً يكتنون سيبها الآتي: (أ) الاستعمال التجاري، الحوادث،سوء الاستعمال، الهمام، التصرف الكهربائي أو إزالة المأخذ، أو المراء أو الروطية التي تتجاوز مواصفات المنتج، أو التراكب، التشغيل، الصيانة أو التعديل غير المسلمين؛ أو (ب) أي استعمال يكون مخالف للتعليمات الواردة في تكتيب المستخدم؛ أو (ج) كلامات المسـر المفـوضـةـ أو (د) الأخطـالـ التي تـسبـبـ عـادـاتـ آخرـ،ـ وـسيـغـيـتـ هـذاـ الضـمـانـ المـحـدـودـ

إذاً لن ترجح سيفيغيت والوقايات المطلقة عليه مجزئه أو أفاله أو ملخص بها، وإن حصلت في أية تغيرات (عا) في ذلك القيام بشكل غير منصرم به بإزالة أي جزء منه أو ظاهراته الخارجى، كما لا يعطي هذا الضمان أي قدران للبيانات - يجب أن تقوم بصورة دورية بحفظ متغيرات المسـرـ المـحـدـودـ بالـصـاحـبـ يـكـفـيـنـ بـوـسـطـ تـخـزنـ مـفـضـلـ،ـ بالإضاـفـةـ إـلـىـ ذـلـكـ هـذـاـ الضـمـانـ يـقـيـدـ بـلـمـسـادـ مـفـضـنـ هـذـاـ الضـمـانـ

**ما الذي يجب أن تفعله أنت؟**

لن تؤثر سيفيغيت على هذا الضمان المحدود وتبيح أنت إجراءات الترجيع الشروطية، وإن لم يتمكنك من الاتصال بـ سيفيغيت، يرجى الاتصال بـ مركز خدمة العائد للشركة سيفيغيت أو مراعاة الموقن التالي: [www.seagate.com](http://www.seagate.com) على المعلومات المتعلقة بأماكن مراكز الخدمة المعتمدة بدعم العملاء داخل دولتك، كما يمكنك الحصول على دليل خدمة العملاء الآلي التابع لـ سيفيغيت وذلك بالاتصال على الرقم +1-800-SEAGATE (7324283) أو +1-800-7324283 (1). وعند الاتصال إلى خارج الولايات المتحدة فيمكن الوصول إلى هذه الخدمة بطلب الرقم +1-405-324-4770، وعند أن يقرر مركز الخدمة المعتمد أو سيفيغيت بأن الأمر يتطلب إجراء تصليح أو استبدال سيفيغيت منك إعطاء اسمك وعنوانك ورقم هاتفك وبريدك الإلكتروني والاتصال بالرقم المسجل للمنتج، وبعد ذلك سيصدر لك رقم أمر ترجيع لاستخدامه عند ترجيع المنتج إلى سيفيغيت، يجب أن يكون المنتج الذي يتم ترجيعه إلى سيفيغيت عملاً بالشكل الموضح في عليه الأصلية (أو التعبير الذي يوفر المنتج قافية مهاراتها لما يوفرها له التعبير الأصلي)، وبعد ذلك يتم شحنة إلى العاونين المقدام لك عند حصولك على رقم أمر الترجيع، على أن يتم شحنة عن طريق وسيلة شحن تسمح بتنبيه شحنته مع دفع رسوم الشحن مقدماً، وبالإضافة إلى ما تقوم به من حفظ البيانات بصورة متقطنة كل مرة احتياطياً، ينبغي إذا أمكن حفظ بياناتك احتياطياً قبل ترجيع أي مسيب، وذلك لأن المنتج الذي ترسله إلى سيفيغيت أو إلى مركز خدمة معتمد لن يعاد إلهاً، ولمزيد من المعلومات عن حفظ معلومات مسيب احتياطياً فيمكنك الحصول عليها بالقولون: [www.seagate.com](http://www.seagate.com)

# Beperkte Garantieverklaring Seagate

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## Waartoe strekt deze beperkte garantie zich uit?

Deze beperkte garantie betreft uitsluitend materieel- of fabricagegebreken in de nieuwe Seagate-producten, waarbij deze garantiekstuk is verschafft. Deze beperkte garantieverklaring is uitsluitend van toepassing voor consumenten die dit Seagate product hebben aangeschaft bij een geautoriseerde Seagate wederverkoper of detailist.

## Hoe lang geldt deze beperkte garantie?

De garantiperiode voor uw product is de tijd die aangegeven wordt als onderdeel van de productverpakking. Raadpleeg de doos of snelstartgids voor de toepasselijke garantiperiode voor het product. U kunt ook naar <http://www.seagate.com/retailwarranty/> gaan om de lengte van de garantiperiode te bepalen en te zien of er gebruiksgbaseerde beperkingen gelden. Als u het product hebt aangeschaft in een lidstaat van de Europese Economische Ruimte, geldt de langste toepasselijke productgarantiperiode of twee (2) jaren. De garantiperiode voor alle componenten die niet het hoofdproduct zijn, is negentig (90) dagen te rekenen vanaf de schriftelijk vastgelegde aankoopdatum of twee (2) jaren.

## Waarvoor geldt deze beperkte garantie niet?

Deze garantie is niet van toepassing op enig probleem veroorzaakt door (a): commercieel gebruik; ongeluk; misbruik; natigheid; schok; elektrostatische ontlading; demagnetisatie, hitte of vochtigheid buiten hetgeen vermeld in de productspecificaties; onjuiste installatie; gebruik; onderhoud of aanpassing; of (b) ieder onjuist gebruik in strijd met de instructies in de gebruikershandleiding; of (c) kwijtgerakte toegangscode's; of (d) storingen veroorzaakt door andere apparatuur. Deze beperkte garantieverklaring is nietig wanneer een product wordt teruggezonden met verwijderde, beschadigde of gewijzigde labels of andere veranderingen (inclusief ongeoorloofde verwijdering van een onderdeel of omhulsel). De beperkte garantie dekt geen verlies van gegevens – u dient regelmatig een back-up te maken van de inhoud van uw drive (harde schijf) op een afzonderlijke gegevensdrager. Bovendien aanvaarden wij onder deze garantie geen aansprakelijkheid voor enige vorm van gevolgsschade (daaronder begrepen winst- en/of inkomensverlies); noch voor kosten gemaakt in verband met het recupereren, de verwijdering en/of de (her-)installatie van data.

## Wat moet u doen?

Seagate verschafft u geen dekking onder deze verklaring, tenzij uw garantieclaim in overeenstemming is met alle bepalingen in deze beperkte garantieverklaring en u de van toepassing zijnde retournering procedures correct naleeft. Teneinde een dienst onder een garantie te verkrijgen, dient u contact op te nemen met een geautoriseerde Seagate service centrum; dan wel kunt u kijken op [www.seagate.com](http://www.seagate.com) voor nadere informatie betreffende klantondersteuning in uw jurisdictie. U kunt ook informatie betreffende de locatie van geautoriseerde Seagate service centra en toegang tot de automatische klantenservice overzichten verkrijgen door het telefoonnummer +1-800-SEAGATE te bellen. Bellers van buiten de Verenigde Staten kunnen deze dienst bereiken door het nummer +1-405-324-4770 te bellen. Zodra een geautoriseerd Seagate service centrum of Seagate vaststelt dat reparatie of vervanging is vereist, zult u een verzoek ontvangen de volgende gegevens te verschaffen: uw naam, adres, telefoonnummer, e-mailadres en product serienummer. Volgens zal u een 'Return Order Number' worden verstrekt. U dient dit nummer te vermelden bij het retourneren van het product aan Seagate. Producten die u aan Seagate retourneert, dienen correct

te zijn verpakt in de originele verpakkingen (dan wel de verpakking met bescherming gelijk aan de oorspronkelijke verpakking) en dient te worden verzonden, waarbij u de verzendkosten hebt betaald, aan het adres dat is vermeld bij de verstreking van het Return Order Number. De wijze van verzenden dient te voorzien in de mogelijkheid van het volgen (tracking) van het poststuk. Naast de back-ups die u met regelmaat maakt, dient u, voor zover mogelijk, aanvullende back-ups van data te maken voordat u de drive terugstuurt, aangezien het product dat u aan Seagate of een geautoriseerd Seagate service centrum stuurt, niet aan u wordt gereturneerd. Nadere informatie over het maken van een back-up van de data op uw drive kunt u vinden op [www.seagate.com](http://www.seagate.com).

## Wat doet Seagate?

Indien Seagate u toestemming verleent om uw product aan Seagate of een geautoriseerd Seagate service centrum te retourneren, zal Seagate uw product kosteloos vervangen door een vervangingsproduct dat functioneel equivalent is. Het is Seagate toegestaan uw product te vervangen door een product dat al eerder is gebruikt, gerepareerd en getest op de Seagate specificaties. Seagate betaalt de verzendkosten van het vervangende product. Door het product ter vervanging in te zenden, stemt u in met de eigendomsoverdracht van het originele product aan Seagate. Seagate zal het originele product niet aan u retourneren. Het herstellen van data valt niet onder deze beperkte garantieverklaring en maakt evenmin deel uit van de reparatie of de inwisselprocedure. Indien u dataherstel op de drive wenst, is deze dienst tegen vergoeding afzonderlijk leverbaar door Seagate. Seagate verklaart dat gerepareerde of vervangen producten zijn gedekt voor de resterende looptijd van de oorspronkelijke productgarantie of 90 dagen, indien dat langer is.

## Welk recht is van toepassing?

Het recht van de staat Californië, Verenigde Staten, is van toepassing op deze beperkte garantieverklaring. Onder dit recht hebt u specifieke rechten. Deze beperkte garantie beoogt niet aanvullende rechten, die u eventueel toekomen onder het recht van uw jurisdictie betreffende de verkoop van consumentgoederen, daaronder begrepen wetgeving ter implementatie van EG Richtlijn 99/44, opzij te zetten. Sommige jurisdicties staan de uitsluiting van aansprakelijkheid voor bepaalde schade (bijvoorbeeld gevolgsschade) niet toe, en derhalve kan de hierboven in deze beperkte garantieverklaring vermelde uitsluiting in dat geval op u niet van toepassing zijn.

## Welke Seagate Technology entiteiten verstrekken deze beperkte garantie?

Afhankelijk van waar u het product hebt aangeschaft, verstrek de volgende Seagate entiteit de in deze verklaring vastgelegde beperkte garantie:

Noord- en Zuid-Amerika: Seagate Technology LLC,  
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Midden-Oosten, Afrika: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk,  
Nederland

Azië: Seagate Singapore International Headquarters Pte. Ltd.,  
7000 Ang Mo Kio Avenue 5, Singapore 569877

Wilt u s.v.p. niet de producten terugzenden naar de hierboven vermelde adressen, maar in plaats daarvan de aanwijzingen volgen die staan vermeld in de paragraaf "Wat moet u doen?"

## Hva omfattes av denne begrensede garantien?

Denne begrensede garantien dekker enhver materialefeil av det nye Seagate-produktet som følger med denne begrensede garantien. Bare forbrukere som kjøper dette produktet fra en autorisert Seagate-forhandler eller videreførerhandler kan få dekning under denne begrensede garantien.

## Hvor lenge gjelder garantien?

Garantiperioden for dette produktet er tiden som er indikert på produktforpakningen. Sjekk produkteskjen eller den korte bruksanvisningen for hvilken garantiperiode som gjelder for ditt produkt. Du kan også gå til <http://www.seagate.com/retailwarranty/> for å finne ut av varigheten til garantiperioden og om det finnes noen brukerbaserete begrensninger. Hvis produktet er kjøpt i et av medlemslandene i Det europeiske økonomiske samarbeidsområdet får du en lengre gjeldende garantiperiode eller to (2) år. Garantiperioden for alle komponenter utenom hovedproduktet er på nitti (90) dager fra dokumentert kjøpsdato eller to (2) år hvis produktet er kjøpt i et av medlemslandene i Det europeiske økonomiske samarbeidsområdet.

## Hva omfattes ikke av denne garantien?

Denne begrensede garantien dekker ikke problemer som følger av a) kommersielt bruk, uehell, misbruk, vanskjøtsel, sjokk, elektrostatisk utladning, avmagnetisering, varme eller fuktighet utover det angitt i produktspesifikasjonen, feilaktig installasjon, bruk, vedlikehold eller modifisering; eller b) ethvert misbruk som strider mot instruksjonene i brukerhåndboken; eller c) mistet passord; eller d) maskinsvikt forårsaket av annet utstyr. Denne begrensede garantien er ugyldig dersom et produkt leveres tilbake med etiketter som er fjernet, skadet eller endret, eller med andre endringer (inkludert uautorisert fjerning av komponenter eller utvidelig deksel). Denne begrensede garantien dekker ikke tapte data – ta regnmessig sikkerhetskopi av innholdet på din harddisk til et eget lagringsmedium.

Indirekte skader/tap; tilfeldige skader/tap; og kostnader knyttet til gjenopprettning av data, fjerning, og installering dekkes ikke under denne garantien.

## Hva må du gjøre?

Seagate gir ikke dekning under garantien med mindre ditt krav er i samsvar med alle vilkårene i denne begrensede garantien, og at du følger riktig prosedyre for returnering. For å kreve service under garantien, kontakt et autorisert Seagate tjenestesenter eller gå til [www.seagate.com](http://www.seagate.com) for mer informasjon vedrørende kundestøtte innen din jurisdiksjon. Du kan også få informasjon om hvor autoriserte Seagate tjenestesentre befinner seg og få tilgang til Seagates automatiske kundeservice-katalog ved å ringe +1-800-SEAGATE. Innringere utenfor USA kan nå denne tjenesten ved å ringe +1-405-324-4770. Så snart et autorisert tjenestesenter eller Seagate avgjør at en reparasjon eller omlevering er påkrevd vil du bli bedt om å oppgi navn, adresse, telefonnummer, e-post og produktets fabrikasjonsnummer, og deretter bli tildeilt et Retur Ordre Nummer (RON) som du skal benytte når produktet returneres til Seagate. Produktet som returneres til Seagate må være riktig innpakket i den originale pakning (eller pakning som gir produktet tilsvarende beskyttelse som den originale pakningen) og, etter at forsendelseskostnader er forhåndsbetalt for en forsendelsesmetode med mulighet for å sporing av pakken, sendt til den adresse som ble gitt da du mottok ditt Retur Ordre Nummer. I tillegg til alminnelige sikkerhetskopier, sorg for om mulig å ta sikkerhetskopi av dine data før du returnerer harddisken, ettersom produktet du sender

til Seagate eller en autorisert tjenesteyter ikke vil returneres til deg. Ytterligere informasjon om hvordan du kan ta en sikkerhetskopi av din harddisk finnes på [www.seagate.com](http://www.seagate.com).

## Hva vil Seagate gjøre?

Dersom Seagate godkjenner at du returnerer produktet til Seagate eller til en autorisert tjenesteyter, vil Seagate kostnadsfritt erstatte ditt produkt med et funksjonelt tilsvarende produkt. Seagate kan erstatte ditt produkt med et produkt som tidligere har vært i bruk, og som er reparert og testet for å tilfredsstille Seagates spesifikasjoner. Seagate vil betale for å sende det omleverte produktet til deg. Ved å sende et produkt for omlevering aksepterer du å overføre eiendomsretten til det originale produktet til Seagate. Seagate vil ikke returnere det originale produktet til deg. Gjenopprettning av data er ikke dekket under denne begrensede garantien, er ikke en del av reparasjons- eller omleveringsprosessen. Dersom du ønsker at gjenopprettning av data skal foretas på din harddisk, er dette tilgjengelig fra Seagate som en separat tjeneste som ytes for en ekstra kostnad. Seagate garanterer at reparerte eller omleverede produkter er dekket for den periode som er lengst av enten resten av den opprinnelige produktgarantien eller for 90 dager.

## Hvordan gjelder statlig rett?

Denne begrensede garanti reguleres av lovene i staten California, USA. Den gir deg spesielle juridiske rettigheter, og du kan også ha andre rettigheter som kan variere fra stat til stat. Denne begrensede garantien påvirker ikke de tilleggsrettigheter du har i henhold til de forbrukerkjøpsregler som gjelder i din jurisdiksjon, inkludert, men ikke begrenset til nasjonale lover som implementerer EU direktiv 99/EF. Noen stater tillater ikke unntak eller begrensning for tilfeldig tap/skade eller følgetap/følgeskader, så begrensningene eller unntakene i denne begrensede garantien gjelder kanskje ikke for deg.

## Hvilke Seagate Technology selskaper tilbyr denne begrensede garantien?

Hvilke Seagate-selskaper som tilbyr denne begrensede garantien avhenger av hvor du kjøpte produktet:

**USA & det amerikanske kontinent:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**Eropa, Midtosten, Afrika:** Seagate Technology International, Kooihovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**Asia:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Vær vennlig å ikke returnere produkter til de adresser som er oppリストet over, men følg de regler som er beskrevet under "Hva må du gjøre?"

**Co obejmuje niniejsza ograniczona gwarancja?**

Niniejsza ograniczona gwarancja obejmuje wszelkie wady materiałowe i produkcyjne w nowych produktach Seagate oferowanych wraz z niniejszym oświadczenieem o ograniczonej gwarancji. Ochrona wynikająca z tytułu niniejszej ograniczonej gwarancji będzie przysługiwala jedynie tym konsumentom, którzy zakupili niniejszy produkt u autoryzowanego sprzedawcy detalicznego lub dystrybutora produktów Seagate.

**Jaki jest okres obowiązywania?**

Informacja o okresie gwarancji na ten produkt znajduje się w opakowaniu. Aby sprawdzić okres gwarancji na produkt, należy odwołać się do informacji podanych na pudełku lub w podręczniku szybkiego startu. Informację o długości okresu gwarancji i ewentualnych ograniczeniach związanych z użytkowaniem można też uzyskać na stronie <http://www.seagate.com/retailwarranty/>. Jeżeli zakupu dokonano w jednym z Krajów Członkowskich Europejskiego Obszaru Gospodarczego, produkt jest objęty gwarancją przez okres podany w opakowaniu lub przez dwa (2) lata, w zależności od tego, który okres jest dłuższy. Okres gwarancji na wszystkie części, z wyłączeniem produktu głównego, wynosi dziewięćdziesiąt (90) dni od daty zakupu potwierdzonej dokumentem zakupu lub 2 (dwa) lata, jeżeli zakupu dokonano w jednym z Krajów Członkowskich Europejskiego Obszaru Gospodarczego.

**Czego nie obejmuje niniejsza ograniczona gwarancja?**

Niniejsza ograniczona gwarancja nie obejmuje jakichkolwiek problemów będących skutkiem (a) wykorzystywania w ramach działalności gospodarczej; wypadku; niewłaściwego użycia; niedbalstwa; wstrząsu; wyludniania elektrostatycznego; rozmagnesowania; wysokiej temperatury lub wilgotności wykraczającej poza specyfikację produktu; nieprawidłowej instalacji, eksploatacji, serwisu lub modyfikacji; lub (b) jakiegokolwiek niewłaściwego użycia, sprzecznego z instrukcjami podanymi w podręczniku użytkownika; lub (c) utraty hasła; lub (d) awarii spowodowanych przez inną sprzęt. Niniejsza ograniczona gwarancja jest nieważna w przypadku, gdy produkt został zwrocony z usuniętymi, zniszczonymi lub zmienionymi etykietami lub w przypadku dokonania w produkcie zmian (w tym usunięcia jakiegokolwiek elementu lub obudowy zewnętrznej bez upoważnienia). Niniejsza ograniczona gwarancja nie obejmuje utraty danych – należy na bieżąco tworzyć na oddzielnym nośniku kopie zapasowe zawartości dysku. Niniejsza ograniczona gwarancja nie obejmuje również szkód wynikowych; szkód ubocznych; kosztów związanych z odzyskiem danych, usunięciem oraz instalacją.

**Co należy zrobić, aby skorzystać z gwarancji?**

Seagate nie uznaje gwarancji klienta, jeżeli zgłoszone przez niego roszczenie nie będzie zgodne ze wszystkimi warunkami opisanymi w niniejszym oświadczeniu o ograniczonej gwarancji oraz jeżeli nie dochowa on właściwej procedury zwrotu produktu. Klienci chcący skorzystać z obsługi gwarancyjnej powinni skontaktować się z autoryzowanym centrum serwisowym Seagate lub zasięgnąć dalszych informacji na temat obsługi klientów w ich jurysdykcji odwiedzając witrynę [www.seagate.com](http://www.seagate.com). Informacje na temat lokalizacji autoryzowanych centrów serwisowych Seagate oraz dostęp do automatycznego działu obsługi klientów Seagate można również uzyskać dzwoniąc pod numer +1-800-SEAGATE. Osoby dzwoniące spoza USA mogą skorzystać z tej usługi dzwoniąc pod numer +1-405-324-4770. W momencie stwierdzenia przez autoryzowane centrum serwisowe lub Seagate, że naprawa lub wymiana jest konieczna, klient zgłoszający awarię zostanie poproszony o podanie nazwiska, adresu, numeru telefonu, adresu poczty elektronicznej (e-mail) oraz numeru seryjnego produktu, a następnie otrzymania

Numer Zamówienia Zwrotnego, który będzie konieczny podczas zwrotu produktu do Seagate. Produkt zwracany do Seagate musi być odpowiednio zapakowany w swoje oryginalne opakowanie (lub opakowanie zapewniające produktowi ochronę odpowiadającą ochronie, jaką zapewnia oryginalne opakowanie) oraz wysłany, wraz z opłaconymi kosztami wysyłki, w sposób umożliwiający śledzenie przesyłki, na adres podany przy wystawianiu Numeru Zamówienia Zwrotnego. Oprócz sporządzania w regularnych odstępach kopii zapasowych należy również w miarę możliwości skopiować dane przed zwrotem dysku, ponieważ produkt wysyłany do Seagate będzie autoryzowanego centrum obsługi nie zostać zwrocony.Więcej informacji na temat sporządzania kopii zapasowych treści zapisanych na dysku znajdują się na stronie [www.seagate.com](http://www.seagate.com).

**Co zrobí Seagate w ramach ograniczonej gwarancji?**

Jeżeli Seagate wyrazi zgodę na zwrot przez klienta produktu do Seagate bądź autoryzowanego centrum obsługi, Seagate wymieni zwrocony produkt na produkt o równoważnej funkcjonalności bez pobierania z tego tytułu żadnych opłat. Seagate może wymienić zwrocony produkt na produkt, który był już wcześniej używany, naprawiany i przedszedł testy potwierdzające, że spełnia on specyfikacje Seagate. Seagate pokryje koszty transportu zamienionego produktu do klienta. Odsyłając produkt w celu jego wymiany klient zgadza się na przeniesienie tytułu własności oryginalnego produktu na Seagate. Seagate nie zwróci klientowi jego oryginalnego produktu. Odzyskiwanie danych nie jest objęte zakresem niniejszej ograniczonej gwarancji i nie jest częścią procesu naprawy lub wymiany. Usługa polegająca na odzyskaniu danych z dysku jest dostępna, ale Seagate świadczy tego rodzaju usługi osobno, za dodatkową opłatą. Seagate gwarantuje, że naprawione lub wymienione produkty będą objęte gwarancją przez dłuższy z następujących okresów: pozostały okres gwarancji na produkt lub 90 dni.

**Zakres obowiązywania prawa stanowego?**

Niniejsza ograniczona gwarancja podlega prawu obowiązującemu w stanie Kalifornia, USA. Prawo to przyznaje klientom określone uprawnienia. Klientom mogą również przysługiwać inne uprawnienia, w zależności od jurysdykcji. Niniejsza ograniczona gwarancja nie narusza jakichkolwiek dodatkowych praw, które mogą przysługiwać klientowi na podstawie prawa obowiązującego w jego jurysdykcji i mającego zastosowanie do sprzedaży towarów konsumpcyjnych, w tym m.in. międzynarodowych przepisów wykonawczych do Dyrektywy 99/44 Parlamentu Europejskiego i Rady. W niektórych państwach prawo zabrania wyłączania lub ograniczania odpowiedzialności za szkody uboczne lub wynikowe, dleto ograniczenia lub wyłączenia przewidziane w niniejszym oświadczeniu o ograniczonej gwarancji mogą nie mieć zastosowania.

**Która ze spółek Seagate Technology udziela niniejszej ograniczonej gwarancji?**

To, która ze spółek Seagate udziela niniejszej ograniczonej gwarancji, zależy od miejsca zakupu produktu:

**USA i Amerykę Południową:** Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, USA

**Europa, Bliski Wschód, Afryka:** Seagate Technology International, Kooihovenlaan 1, 1119 NB Schiphol-Rijk, Holandia

**Azja i Pacyfik:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Prosimy o niezwracanie produktów na powyższe adresy, ale stosowanie się do zasad opisanych w punkcie „Co należy zrobić, aby skorzystać z gwarancji?”

## O Que Cobre Esta Garantia Limitada?

Esta garantia limitada cobre quaisquer defeitos no material ou manufatura do novo produto Seagate que seja acompanhado desta declaração de garantia limitada. Apenas os consumidores que tenham adquirido este produto a um revendedor ou revendedores Seagate autorizado poderão obter cobertura ao abrigo desta garantia limitada.

## Quanto Dura Esta Garantia?

O período de garantia do produto é o período de tempo indicado na embalagem. Por favor veja a embalagem do seu produto ou consulte o Guia de Início Rápido para saber qual o período de garantia aplicável ao seu produto. Pode ainda consultar <http://www.seagate.com/retailwarranty/> para saber o período de tempo da sua garantia e para determinar se existem limitações de utilização. Se adquiriu o produto num Estado Membro da Área Económica Europeia, receberá o período mais longo de garantia aplicável ao seu produto ou dois (2) anos. O período de garantia para todos os componentes excepto o produto principal é de noventa (90) dias a partir da data documentada da compra, ou de dois (2) anos caso a aquisição tenha decorrido num Estado Membro da Área Económica Europeia.

## O Que Não Cobre Esta Garantia Limitada?

Esta garantia limitada não cobre qualquer problema que seja causado por (a) utilização comercial, acidente, uso indevido, negligéncia, choque, descarga electrostática, desmagnetização, calor ou humidade para além das especificações do produto, instalação, utilização, manutenção ou modificação incorrectas; ou (b) qualquer uso incorrecto contrário às instruções do manual do utilizador; ou (c) passwords perdidas; ou (d) mau funcionamento provocado por outro equipamento. Esta garantia fica sem efeito se um produto for devolvido com etiquetas removidas, danificadas ou adulterados ou com quaisquer alterações (incluindo a remoção não autorizada de qualquer componente ou cobertura externa). Esta garantia não cobre a perda de dados – guarde frequentemente os conteúdos da sua drive num dispositivo de armazenamento em separado. Também os danos indirectos, danos acessórios e despesas relacionadas com a recuperação, eliminação e instalação de dados não são reembolsáveis por força desta garantia.

## O Que Terá Que Fazer?

A Seagate apenas proporcionará a cobertura da garantia caso o seu pedido respeite os termos desta declaração de garantia limitada e cumpra o procedimento de devolução apropriado. Para solicitar o serviço da garantia, contacte um centro de serviço autorizado da Seagate ou consulte [www.seagate.com](http://www.seagate.com) para mais informação sobre o apoio ao cliente da sua jurisdição. Poderá obter, igualmente, informação sobre a localização de centros de serviços autorizados da Seagate e aceder ao directório de serviço ao cliente automatizado da Seagate ligando para o +1-800-SEAGATE. Os interessados fora dos E.U.A. poderão aceder a este serviço marcando +1-405-324-4770. Sempre que um centro de serviço autorizado ou a Seagate determine que uma reparação ou substituição é necessária, ser-lhe-á solicitado o nome, morada, número de telefone, e-mail e o número da série do produto e, em seguida, emitido um Número de Solicitação de Devolução a ser usado aquando da devolução do produto à Seagate. O produto devolvido à Seagate deverá estar devidamente embalado na sua embalagem original (ou em embalagem que ofereça uma protecção ao produto equivalente à da embalagem original) e enviado, com as despesas de envio pré-pagadas, para a morada

fornecida quando recebeu o seu Número de Solicitação de Devolução, através de um método de envio que permite seguir a sua embalagem. Para além de guardar frequentemente, se possível, faça uma cópia de segurança dos seus dados antes de devolver uma drive porque o produto que enviar à Seagate ou a um prestador de serviços autorizado não lhe será devolvido. Informação adicional sobre como guardar os conteúdos da sua drive pode ser encontrada em [www.seagate.com](http://www.seagate.com).

## O Que Fará A Seagate?

Se a Seagate o autorizar a devolver o seu produto à Seagate ou a um prestador de serviços autorizado, a Seagate substituirá, gratuitamente, o seu produto por um produto de substituição de funcionalidade equivalente. A Seagate poderá substituir o seu produto por um produto previamente usado, reparado ou testado para corresponder às especificações da Seagate. A Seagate suportará as despesas de envio do seu produto de substituição. Através do envio do produto para substituição, declara concordar com a transferência da propriedade do produto original para a Seagate. A Seagate não lhe devolverá seu produto original. A recuperação de dados não está coberta ao abrigo desta garantia limitada e não faz parte do processo de reparação ou troca. Se desejar a realização de uma recuperação de dados na sua drive, a Seagate disponibiliza este serviço em separado mediante uma taxa suplementar. A Seagate garante que os produtos reparados ou substituídos estão cobertos pelo tempo que restar da garantia do produto original, ou por 90 dias, consoante o que for mais longo.

## Qual A Lei Aplicável?

Esta garantia limitada está sujeita às leis do Estado da Califórnia, Estados Unidos da América. São-lhe atribuídos direitos legais concretos, e poderá deter outros direitos, os quais variam consoante os Estados. Esta garantia não prejudica outros direitos adicionais que lhe assistirão à luz das leis da sua jurisdição que regulem a venda de bens de consumo, incluindo, entre outras, as leis nacionais que transpõem a Directiva CE 99/44. Alguns Estados não permitem a exclusão ou limitação dos danos indirectos ou suplementares, pelo que as exclusões ou limitações constantes desta garantia limitada poderão não lhe ser aplicáveis.

## Quais As Empresas De Tecnologia Da Seagate Que Atribuem Esta Garantia Limitada?

A empresa Seagate que oferece esta garantia limitada depende de onde adquiriu o produto:

**E.U.A. & Restante Continente Americano:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, EUA

**Europa, Médio Oriente, África:** Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Holanda

**Ásia do Pacífico:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapura 569877.

Por favor não devolva os produtos para as moradas acima indicadas mas siga as instruções descritas no ponto "O Que Terá Que Fazer?".

## O Que Cobre Esta Garantia Limitada?

Esta garantia limitada cobre quaisquer defeitos no material ou fabricação do novo produto Seagate que seja acompanhado desta declaração de garantia limitada. Apenas os consumidores que tenham adquirido este produto a um varejista ou revendedor Seagate autorizado poderão obter cobertura sob esta garantia limitada.

## Quanto Dura Esta Garantia?

O período de garantia deste produto é a duração indicada na embalagem do produto. Consulte a caixa do produto ou guia de inicialização rápida para ver o período de garantia aplicável para o produto. Também é possível acessar <http://www.seagate.com/retailwarranty/> para consultar a duração do período de garantia, bem como determinar se há alguma limitação de uso. Se o produto foi adquirido em um Estado-Membro do Espaço Econômico Europeu, será válido o período mais longo entre o período de garantia aplicável do produto ou dois (2) anos. O período de garantia para todos os componentes exceto o produto principal é de noventa (90) dias a partir da data comprovada da sua compra ou dois (2) anos se adquirido em um Estado-Membro do Espaço Econômico Europeu.

## O Que Não Cobre Esta Garantia Limitada?

Esta garantia limitada não cobre qualquer problema que seja causado por (a) utilização comercial, acidente, uso indevido, negligéncia, choque, descarga eletrostática, desmagnetização, calor ou umidade para além das especificações do produto, instalação, utilização, manutenção ou modificação incorretas; ou (b) qualquer uso incorreto contrário às instruções do manual do usuário; ou (c) senhas perdidas; ou (d) mau funcionamento provocado por outro equipamento. Esta garantia fica sem efeito se um produto for devolvido com etiquetas removidas, danificadas ou adulterados ou com quaisquer alterações (incluindo a remoção não autorizada de qualquer componente ou cobertura externa). Esta garantia não cobre a perda de dados – faça cópia de salvaguarda (back-up) frequentemente os conteúdos do seu drive num dispositivo de armazenamento em separado. Também os danos indiretos, danos acessórios e despesas relacionadas com a recuperação, eliminação e instalação de dados não são reembolsáveis por força desta garantia.

## O Que Você Terá Que Fazer?

A Seagate apenas proporcionará a cobertura da garantia caso o seu pedido respeite os termos desta declaração de garantia limitada e cumpra o procedimento de devolução apropriado. Para solicitar o serviço da garantia, entre em contato com um centro de serviço autorizado da Seagate ou consulte [www.seagate.com](http://www.seagate.com) para mais informação sobre o apoio ao cliente da sua jurisdição. Você poderá obter, igualmente, informação sobre a localização de centros de serviços autorizados da Seagate e acessar o diretório de serviço ao cliente automatizado da Seagate ligando para o número +1-800-SEAGATE. Os interessados fora dos Estados Unidos da América poderão acessar este serviço ligando para o número +1-405-324-4770. Sempre que um centro de serviço autorizado ou a Seagate determine que uma reparação ou substituição é necessária, ser-lhe-á solicitado o nome, endereço, número de telefone, e-mail e o número de série do produto e, em seguida, emitido um Número de Solicitação de Devolução a ser usado quando da devolução do produto à Seagate. O produto devolvido à Seagate deverá estar devidamente embalado na sua embalagem original (ou em embalagem que ofereça uma proteção ao produto equivalente à da embalagem original) e

enviado, com as despesas de envio pré-pagas, para o endereço fornecido quando você recebeu o seu Número de Solicitação de Devolução, através de um método de envio que permite rastrear a sua embalagem. Além de realizar cópias de salvaguarda frequentemente, se possível, faça uma cópia de segurança dos seus dados antes de devolver um drive porque o produto que enviar à Seagate ou a um prestador de serviços autorizado não lhe será devolvido. Informação adicional sobre como guardar os conteúdos do seu drive podem ser encontrados em [www.seagate.com](http://www.seagate.com).

## O Que Fará A Seagate?

Se a Seagate o autorizar a devolver o seu produto à Seagate ou a um prestador de serviços autorizado, a Seagate substituirá, gratuitamente, o seu produto por um produto de substituição de funcionalidade equivalente. A Seagate poderá substituir o seu produto por um produto previamente usado, reparado ou testado para corresponder às especificações da Seagate. A Seagate suportará as despesas de envio do seu produto de substituição. Através do envio do produto para substituição, você declara concordar com a transferência da propriedade do produto original para a Seagate. A Seagate não lhe devolverá seu produto original. A recuperação de dados não está coberta por esta garantia limitada e não faz parte do processo de reparação ou troca. Se desejar a realização de uma recuperação de dados no seu drive, a Seagate disponibiliza este serviço em separado mediante uma taxa suplementar. A Seagate garante que os produtos reparados ou substituídos estão cobertos pelo tempo que restar da garantia do produto original, ou por 90 dias, consoante o que for mais longo.

## Qual A Lei Aplicável?

Esta garantia limitada está sujeita às leis do Estado da Califórnia, Estados Unidos da América. São-lhe atribuídos direitos legais concretos, e você poderá deter outros direitos, os quais variam consoante as jurisdições. Esta garantia não prejudica outros direitos adicionais que lhe assistirão à luz das leis da sua jurisdição que regulem a venda de bens de consumo, incluindo, entre outras, as leis nacionais que transpõem a Diretiva CE 99/44. Alguns Estados não permitem a exclusão ou limitação dos danos indiretos ou suplementares, pelo que as exclusões ou limitações constantes desta garantia limitada não lhe ser aplicáveis.

## Quais As Empresas De Tecnologia Da Seagate Que Atribuem Esta Garantia Limitada?

A empresa Seagate que oferece esta garantia limitada depende de onde adquiriu o produto:

*E.U.A. & Restante do Continente Americano:* Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, EUA

*Europa, Médio Oriente, África:* Seagate Technology International, Koolhovenlaan 1, 1111 NB Schiphol-Rijk, Holanda

*Ásia do Pacífico:* Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapura 569877.

Não devolva os produtos para os endereços acima indicados mas siga as instruções descritas no ponto "O Que Você Terá Que Fazer?".

## **На что распространяется данная ограниченная гарантия?**

Данная ограниченная гарантia покрывает любые дефекты использованных материалов и недостатки при изготовлении товара Seagate, сопровождаемого настоящим гарантитным письмом. Действие настоящей гарантii распространяется лишь на покупателя, который приобрели товар у официального розничного продавца или дилера продукции Seagate.

## **Каков срок предоставляемой гарантii?**

Срок гарантii для данного изделия представляет собой тот период времени, который указан на упаковке изделия. Проверьте информацию на упаковке изделия или в кратком справочном руководстве, чтобы выяснить применимый срок гарантii для вашего изделия. Также можно зайти на веб-сайт <http://www.seagate.com/retailwarranty/>, чтобы выяснить продолжительность гарантитного периода и проверить, имеются ли какие-либо ограничения, связанные с использованием изделия. В случае приобретения изделия в государстве Европейской экономической зоны вы получите гарантii на более продолжительный срок, или на два (2) года. Срок гарантii для всех элементов, кроме основного изделия, составляет девяносто (90) дней от документально зафиксированной даты их приобретения, или два (2) года в случае приобретения в государстве Европейской экономической зоны.

## **На что данная ограниченная гарантia не распространяется?**

Настоящая гарантia не распространяется на ущерб, причиненный товару (а) при использовании его в коммерческих целях, вследствие несчастного случая, неправильного использования, неделжащего обращения, воздействия электрического или электростатического разряда, размагничивания, жары или влажности, по уровню не совместимых с техническими характеристиками товара, а также в результате ошибок при установке, использовании, обслуживании и текущем ремонте, видоизменении товара; или (б) при эксплуатации с нарушением правил, установленных в инструкции пользователя; или (в) в связи с утерей паролей; или (г) вследствие неисправностей в его работе, вызванных другими устройствами. Ограниченная гарантia не действует, если товар возвращен без этикетки, с поврежденной или фальсифицированной этикеткой или с иными изменениями (включая самовольное удаление одного или нескольких товаров или внешней оболочки). Данная ограниченная гарантia не распространяется на случаи потери данных - копируйте содержимое вашего накопителя в отдельное хранилище регулярно. Кроме того, данная ограниченная гарантia не распространяется на косвенный или случайный ущерб и издерки, связанные с восстановлением данных, их изъятием, а также установкой.

## **Что вы должны предпринять?**

Компания Seagate откажется в удовлетворении вашего требования по настоящей ограниченной гарантii, если оно не будет соответствовать всем ее условиям, и вы не будете соблюдать надлежащие процедуры возврата товара. За предоставлением гарантитного обслуживания в США обратитесь в уполномоченный сервисный центр компании Seagate или зайдите на сайт [www.seagate.com](http://www.seagate.com), чтобы узнать дополнительную информацию, касающуюся обслуживания клиентов в вашем регионе. Вы также можете получить информацию относительно местонахождения уполномоченных сервисных центров компании Seagate и доступ к автоматической справочной по обслуживанию клиентов компании Seagate, позвонив по телефону +1-800-SEAGATE. Абоненты, находящиеся за пределами США, для доступа к сервисному центру Seagate должны позвонить по номеру +1-405-324-4770. В случае если уполномоченный сервисный центр или компания Seagate установят, что необходим ремонт или замена товара, вам потребуется назвать свое имя, адрес, номер телефона, адрес электронной почты и серийный номер товара, и вам будет выдан Номер Заказа Возврата для использования при возврате товара компании Seagate. Товар, который вы возвращаете компании Seagate, должен быть надлежащим образом упакован в оригинальную упаковку (или упаковку, обеспечивающую защиту товара, эквивалентную

оригинальной упаковке) и отправлен по адресу, предоставленному вместе с Номером Заказа Возврата. При этом отправка должна быть осуществлена способом, позволяющим отследить путь следования отправления, с предварительной оплатой сборов за отправку. Дополнительно к копированию данных, осуществляющемуся на регулярной основе, по возможности скопируйте данные перед тем как возвратить накопитель, так как товар, который вы направите компании Seagate или уполномоченной обслуживающей организаци, не будет вам возвращен. Дополнительную информацию по поводу копирования содержимого вашего накопителя можно найти на сайте [www.seagate.com](http://www.seagate.com).

## **Что предпримет Seagate?**

В гарантитных случаях компания Seagate бесплатно заменит ваш товар эквивалентным по функциональности товаром. Компания Seagate может заменить ваш товар товаром, который ранее был использован, отремонтирован и протестирован, чтобы удовлетворять техническим характеристикам компании Seagate. Компания Seagate оплатит доставку замененного товара. Посыпая товар для замены, вы тем самым соглашаетесь передать собственность на изначально приобретенный товар компании Seagate. Компания Seagate не вернет вам товар, отправленный на замену. Данная гарантia не распространяется на восстановление данных, и оно не является частью процесса ремонта или обмена товара. Если вы желаете восстановить данные на вашем накопителе, компания Seagate может предоставить вам эту услугу за дополнительную стоимость. Seagate подтверждает, что на отремонтированные или замененные товары распространяется наиболее длительная из двух следующих гарантii: остаток срока гарантii на изначально приобретенный продукт, либо гарантia сроком 90 дней.

## **Каким образом на настоящую гарантию влияет национальное законодательство?**

Настоящая гарантia регулируется в соответствии с законами штата Калифорния, США. Она предоставляет вам определенные юридические права. Кроме того, вы можете обладать и иными правами, которые различаются в разных штатах/странах. Настоящая ограниченная гарантia не влияет на дополнительные права, которые вы можете иметь по законодательству вашей страны о защите прав потребителя, включая, без ограничения, законодательство, принятое по исполнению Директивы Европейского Сообщества 1999/44/EC. Законодательство ряда штатов/стран не допускает исключения либо ограничения случайного и обусловленного особыми обстоятельствами ущерба, и поэтому не исключено, что ограничения или исключения, предусмотренные настоящей гарантii, не распространяются на вас.

## **Кем предоставляется настоящая ограниченная гарантia?**

Компания группы Seagate, предоставляющая настоящую ограниченную гарантii, зависит от региона, где вы приобрели товар:

**Для США, Центральной и Южной Америки:** компания Seagate Technology LLC, расположенная по адресу 10200 S. De Anza Blvd., Cupertino, CA 95014, USA

**Для Европы, Ближнего и Среднего Востока, Африки:** компания Seagate Technology International, расположенная по адресу Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**Для Азиатско-Тихоокеанского региона:** компания Seagate Singapore International Headquarters Pte. Ltd., расположенная по адресу 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Пожалуйста, не возвращайте товары по адресам, указанным выше, а следите правилам, описанным в параграфе «Что вы должны предпринять?».

**Mitä tämä Rajoitettu takuu kattaa?**

Tämä rajoitettu takuu kattaa tämän rajoitetun takuuilmoituksen mukana toimitetussa uudessa Seagate-tuotteessa esiintyvät mahdolliset materiaali- ja valmistusvirheet. Ainoastaan valtuutetulta Seagate-jälleenmyyjältä tuotteen hankkineet kuluttajat ovat oikeutettuja tähän takuuseen.

**Kuinka kauan Takuu on voimassa?**

Tuotteen takuuaikeksi on ilmoitettu tuotteen pakkauksessa. Katso tuotteestasi sovellettava takuuaike tuotteen laatikosta tai pikaooppasta. Näet takuuajan ja mahdolliset käyttöön perustuvat rajoitukset myös osoitteesta <http://www.seagate.com/retailwarranty/>. Tuotesasi takuuaike on sovellettavista takuuajoista pidempi tai kaksi (2) vuotta, mikäli tuote on ostettu Euroopan talousalueen jäsenvaltiosta. Kaikkien muiden komponenttien paitaisi päättötakuuaike on yhdessäkymmentä (90) päivää tuotteen todistetusta ostopalivästä lukien tai kaksi (2) vuotta, mikäli tuote on ostettu Euroopan talousalueen jäsenvaltiosta.

**Mitä tämä Rajoitettu takuu ei kata?**

Tämä rajoitettu takuu ei kata virheitä, jotka ovat aiheutuneet (a) kaupallisesta käytöstä, vahingosta, väärinkäytöstä, huolimattomudesta, voimakkaasta iskuista, sähkömagneettisesta purkuaksesta, magnetonista poistosta, tuotteen ominaisuuksien kannalta liiallisesta kuumudenstä tai kosteudesta, väärästä asennuksesta, käytöstä, ylläpidosta tai muuntamisesta; tai (b) käyttööppaan ohjeiden vastaisesta käytöstä; tai (c) kadonneesta salasonista; tai (d) muiden laitteiden aiheuttamista toimintahäiriöistä. Tämä rajoitettu takuu on mitätönt, mikäli palautettavan tuotteen merkinnät on poistettu, niittä on vahingoittu tai muunnettu, taikka mikäli tuotetta on muutoin muuteltu (mukaan lukien jos jokin sen komponentti tai kuori on irrotettu luovuttamast). Tämä takuu ei kata tietojen menetystä – asiakkaan tulee ottaa levyasemallaan olevasta sisällöstä säännöllisesti varmuuskopioita erilliseen tallennusvälineeseen. Tämä takuu ei myös käännä kata välliäisiä tai satunnaisia vahinkoja eikä tietojen palauttamisesta, poistamisesta ja asennuksesta aiheutuvia kuluja.

**Miten asiakkaan tulee menetellä?**

Seagate ei myönnä mitään takuuosoja, ellei asiakkaan korvausvaatimus ole kaikkien tämän rajoitetun takuuilmoituksen sisältämien ehtojen mukainen ja ellei asiakas noudata asianmukaisista palautusmenettelyjä. Halutessaan takupalvelua asiakkaan tulee ottaa yhteyttä valtuutettuun Seagaten palvelukeskukseen tai käydä osoitteessa [www.seagate.com](http://www.seagate.com) saadakseen lisätietoa asuinmaansa lakiin mukaisesta asiakastuesta. Asiakas voi saada tietoa valtuutettujen Seagaten palvelukeskusten sijaintipaikoista ja ottaa yhteyttä Seagaten automaattiseen asiakaspalveluhakemiston soittoallamaan Seagaten maksutonta palvelunnumeroon +1-800-SEAGATE. Yhdysvaltojen ulkopuolella soitavat pääsevät tähän palveluun soittoallama numeroon +1-405-324-4770. Kun valtuutettu palvelukeskus tai Seagate toteaa korjuksen tai korvaavan tuotteen olevan tarpeen, asiakkaalla pyydetään hänen nimensä, osoitteensa, puhelinnumeronsa, sähköpostiosoiteensa ja tuotteen sarjanumero ja hänen annetaan tämän jälkeen Palautusnumero (Return Order Number) käytettäväksi palauttaessaan tuotetta Seagatelle. Asiakkaan Seagatelle palauttamisen tuotteen on oltava asianmukaisesti pakattu alkuperäispakkaukseen ( tai pakkaukseen, joka suojaa tuotetta alkuperäispakkausta vastaavalla tavalla) ja lähetetty lähetyskulut maksettuna ja käyttäen kuljetusmenetelmää, joka mahdollistaa lähetystekni seurannan, osoitteeseen, jonka

asiakas sai vastaanottaaessaan Palautusnumeron. Tavanomaisten varmuuskopioiden lisäksi asiakasta kehotetaan mahdollisuksien mukaan ottamaan tiedoistaan varmuuskopio ennen levyaseman palauttamista, koska asiakkaan Seagatelle tai valtuutetulle palveluntarjoajalle lähetetään tuotetta ei palauteta asiakkaalle. Lisätietoa levyaseman sisällön varmuuskopioinnista on saatavilla osoitteesta [www.seagate.com](http://www.seagate.com).

**Miten Seagate menettelee?**

Mikäli Seagate valtuuttaa asiakkaan palauttamaan tuotensa Seagatelle tai valtuutetulle palveluntarjoajalle, Seagate korvaa asiakkaan tuotteen maksutta toisella tuotteella, jonka toiminnallisuuksia vastaa korvatun tuotteen toiminnallisuuksia. Seagate voi korvata asiakkaan tuotteen toisella aikaisemmin käytettyllä tuotteella, joka on korjattu ja testeillä todettu täytyväen Seagaten spefisikaatioit. Seagate vastaa korvaavan tuotteen toimintamisesta aiheutuvista kustannuksista. Lähetetään täällä tuotteen korvattavaksi toisella asiakas sitoutuu luovuttamaan alkuperäisen tuotteen omistusoikeuden Seagatelle. Seagate ei palauta asiakkaalle hänen alkuperäistä tuotettaan. Tietojen palauttamisen ei kuulu tämän rajoitetun takuun piirin eikä ole osa korjaus- tai vaihtomenetelyä. Mikäli asiakas haluaa tietojensa palauttamista levyasemalleen, Seagate huolehtii siitä lisämaksusta erillispalveluna. Seagate takaa, että korjattuja tai korvattuja tuotteita koskeva takuu on voimassa joko alkuperäisen tuotteen jäljellä olevan takuuajan tai 90 päivää sen mukaan, kumpi näistä on pidempi. Seagate maksaa korvaavan levyaseman lähetyskulut. Seagate hyvähtää asiakkaan lähetyskulut, mikäli asiakas hankkii Seagatelle etukäteisen hyväksynnän ennen kulujen aiheutumista ja mikäli asiakkaalla on pätevä takuuvaade tämän takun ehtojen ja määräysten mukaisesti.

**Miten laki sovelletaan?**

Tähän rajoitetun takuuseen sovelletaan Yhdysvaltojen Kalifornian osavaltion laki. Ne antavat asiakkaille määritetyjä oikeuksia, joiden lisäksi asiakkaalla voi olla muita osavaltiokohtaisia oikeuksia. Tämä rajoitettu takuu ei vaikuta asiakkaan asuinmaan lakiin mukaisiin muilhin kulttuushyökkäyksiin myyntiin sovellettavien oikeuksiin, mukaan lukien rajoituksetta kansalliset lait, jotka implementoivat direktiivin 1999/44/EY. Joidenkkin maiden lait eivät salli satunnaisista tai välliäisistä vahinkojen poissulkemista, jolloin tämän rajoitettuun takuuilmoituksen rajoitukset tai poissulkemiset eivät väittämättä koske asiakasta.

**Mitkä Seagate Technology -yhtiöt tarjoavat tämän rajoitetun takuun?**

Tämän takuu tarjoava Seagate Technology -yhtiö määritetään sen perusteella, mistä asiakas on ostanut tuotteen:

**Yhdysvallat & Amerikka:** Seagate Technology LLC  
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**Eurooppa, Lähi-itä, Afrikka:**  
Seagate Technology International, Koolhovenlaan 1  
1119 NB Schiphol-Rijk, The Netherlands

**Aasia ja Tyynenmeren alue:**  
Seagate Singapore International Headquarters Pte. Ltd.  
7000 Ang Mo Kio Avenue 5, Singapore 569877

Älä palauta tuotteita edellä mainittuihin osoitteisiin, vaan noudata kohdassa "Miten asiakkaan tulee menetellä" kuvattuja ohjeita.

## Vad täcker denna begränsade garanti?

Den här begränsade garantin täcker alla brister vad avser material och utförande för den medföljande nya Seagate-produkten. Den här begränsade garantin gäller endast konsumenter som köper den medföljande produkten från en auktorisering Seagate-återförsäljare eller detaljist.

## Hur lång tid gäller denna garanti?

Garantitiden för produkten är den tid som anges på förpackningen. Se förpackningarna eller snabbstartguiden för den garantitid som är tillämplig för din produkt. Du kan också gå till <http://www.seagate.com/retailwarranty/> för att få tiden för den garantiperiod och avgöra om det finns några användar begränsande villkor. Om produkten har köpts i en medlemsstat tillhörande den Europeiska unionen erhåller du en längre garantiperiod om två (2) år. Garantiperioden för alla komponenter förutom huvudprodukten är nittio (90) dagar från inköpsdatum eller två (2) år om produkten är inköpt inom den Europeiska unionen.

## Vad täcker inte denna begränsade garanti?

Denna garanti täcker inte några fel som har orsakats av (a) kommersiellt bruk, olycka, olämplig användning, försumelse, stöt, elektrostatiskt laddning, avmagnetisering hetta eller fukt utöver det som anges i produktens specifikationerna, felaktig installation, användning, skötsel eller modifiering; eller (b) felaktig användning som inte överensstämmer med instruktionerna i användarmanualen; eller (c) förlorade lösenord; eller (d) funktionsoduglighet som orsakats av annan utrustning. Denna begränsade garanti är ogiltig om en produkt returneras med borttagen, skadad eller manipulerad etikett eller några ändringar (inklusive auktoriserat borttagande av komponenter eller ytter hölje). Den här begränsade garantin täcker inte förlust av data – säkerhetskopior regelbundet innehållat på din disk till en separat medium som kan spara informationen. Dessutom, indirekta skador; följdiskador; och kostnader som har samband med återställande av data, databorttagande, och datainstallation är inte ersättningsbara under denna garanti.

## Vad behöver du göra?

Om du inte genomför din reklamation i enlighet med samtliga instruktioner i denna begränsade garanti samt följer det korrekta förarbetet för returnerande av produkten kommer Seagate inte att infria sin begränsade garanti. Kontakta ett auktorisert Seagate service center för att begära tjänster enligt garantin eller besök [www.seagate.com](http://www.seagate.com) för att få mer information om kundsupport inom din jurisdiktion. Du kan också få information om var ett auktorisert Seagate service center ligger samt få tillgång till Seagates automatiska kundservice katalog genom att ringa +1-800-SEAGATE. Kunder som inte ringer från USA kan få tillgång till denna service genom att ringa +1-405-324-4770. När ett auktorisert service center eller Seagate beslutar att en reparation eller ett utbyte är nödvändigt kommer du att bli ombedd att uppge namn, adress, telefonnummer, e-postadress och produkten serienummer och däröver erhålla ett Return Order Number att använda vid returnerande av produkten till Seagate. Produkter som returneras till Seagate måste vara riktigt förpackade i produkten originalförpackning (eller i en förpackning som skyddar produkten på ett likvärdigt sätt) och skickade, med kostnaden för försändelsen betald i förskott, via ett fraktsätt som gör det möjligt att spåra din försändelse, till den adress du erhöll när du mottog ditt Return Order Number. Utöver dina ordinarie säkerhetskopieringar bör du, om möjligt, säkerhetskopiera dina data innan du returnerar disken eftersom

produkten du skickar till Seagate eller till en auktorisering serviceleverantör inte kommer att bli skickad tillbaka till dig. Mer information om säkerhetskopiering av innehållet på din disk finns på [www.seagate.com](http://www.seagate.com).

## Vad kommer Seagate att göra?

Om Seagate godkänner att du skickar tillbaka produkten till Seagate eller till en auktorisering serviceleverantör, kommer Seagate att byta ut din produkt mot en likvärdig fungerande ersättningsprodukt utan kostnad. Seagate kan ersätta din produkt med en produkt som tidigare har varit använd men som repareras och testas för att möta Seagates krav. Seagate kommer att betala för försändelsen av utbytesprodukten till dig. Genom att sända din produkt för utbyte accepterar du att din äganderätt till originalprodukten övergår till Seagate. Seagate kommer inte att skicka tillbaka originalprodukten till dig. Återställande av data omfattas inte av denna begränsade garanti och är inte del av reparations- eller utbytesprocessen. Om du vill att data återställs från din disk kan detta genomföras av Seagate som en separat tilläggstjänst mot extra kostnad. De reparerade eller utbytta produkterna täcks av den garantitid som är längst av den återstående garantitiden eller 90 dagar.

## Hur tillämpas lagen?

På denna begränsade garanti skall lagen i den amerikanska delstaten Kalifornien i USA tillämpas. Den ger dig specifika juridiska rättigheter men du kan också ha andra rättigheter som gäller från delstat till delstat. Denna begränsade garanti påverkar inte andra rättigheter som du har i enlighet med de lagar som gäller i din jurisdiktion som avser försäljning av varor till konsumenter, inräknat utan att begränsas till, nationella lagar som har implementerat EU direktivet 99/44. En del länder tillåter inte att garantin begränsas till att inte omfatta indirekta skador eller följdiskador, så dess begränsningar eller undantag i denna begränsade garanti omfattar eventuellt inte dig.

## Vilket Seagate Technology bolag utfärdar denna begränsade garanti?

Det Seagatebolag som lämnar denna begränsade garanti är beroende av var du köpte produkten:

**Nordamerika och Sydamerika:**  
Seagate Technology LLC  
10200 S De Anza Blvd  
Cupertino, CA 95014  
USA

**Europa, Mellanöstern, Afrika:**  
Seagate Technology International  
Kooihovenlaan 1  
1119 NB Schiphol-Rijk  
The Netherlands

**Asien:**  
Seagate Singapore International Headquarters Pte. Ltd.  
7000 Ang Mo Kio Avenue 5  
Singapore 569877

Vänligen returnera inte produkter till adresserna listade ovanför utan följa de instruktioner som följer av punkten "Vad behöver du göra?"

## **Na co se tato omezená záruka vztahuje?**

Tato omezená záruka se vztahuje na jakékoliv vady materiálu nebo provedení nového výrobku Seagate, ke kterému bylo toto prohlášení o omezené záruce připojeno. Plnění na základě této omezené záruky mohou získat pouze spotřebitelé, kteří výrobek koupí od autorizovaného prodejce nebo maloobchodního prodejce výrobků značky Seagate.

## **Jak dlouho záruka trvá?**

Záruční doba na tento produkt trvá po dobu uvedenou v balení. Prostudujte si obal produktu nebo stručný návod, kde naleznete délku příslušné záruční doby. Informace o délce záruční doby a omezení používání naleznete také na adrese <http://www.seagate.com/retailwarranty/>. Pokud jste produkt zakoupili v členském státě Evropského hospodářského prostoru, bude se na vás produkt vztahovat příslušná delší záruční doba nebo dva roky. Záruční doba na všechny součásti kromě hlavního produktu je devadesát dní od doloženého data koupeň nebo dva roky, pokud se koupě uskutečnila ve státě Evropského hospodářského prostoru.

## **Na co se tato omezená záruka nevztahuje?**

Tato omezená záruka se nevztahuje na případ, který je způsoben (a) komerčním užíváním, nehodou, hrubým zacházením, nedbalostí, nárazem, elektrostatickým výbojem, kompenzaci magnetického pole, působením tepla nebo vlhkosti nad rámec specifikace výrobku, nesprávnou instalací, provozem, údržbou nebo úpravou nebo (b) nesprávným použitím v rozporu s pokyny uvedenými v návodu k použití nebo (c) ztrátou hesel nebo (d) funkční poruchou způsobenou jiným zařízením. Tato omezená záruka je neplatná, pokud je výrobek vrácen s odstraněnými, poškozenými nebo změněnými štítky nebo jinými úpravami (včetně odstranění jakékoli součásti nebo vnějšího krytu). Tato omezená záruka se nevztahuje na ztrátu dat – pravidelně zálohujte obsah svého pevného disku na záložní médium. Tato záruka nekryje ani následné nebo nahodilé škody a náklady vynaložené na obnovu, odstranění a instalaci.

## **Co musíte udělat?**

Seagate vám neposkytne záruční plnění, pokud vaše reklamace nebude v souladu se všemi podmínkami tohoto prohlášení o omezené záruce a pokud nebudebete při vrácení výrobku postupovat správným způsobem. Pokud budete požadovat záruční servis, obratte se na autorizované servisní centrum Seagate nebo na internetové stránky [www.seagate.com](http://www.seagate.com), kde získáte další informace ohledně zákaznické podpory v rámci vaší země. Informace o umístění autorizovaných servisních center Seagate získáte na telefonu +1-800-SEAGATE, kde získáte i přístup k automatickému adresáři zákaznického servisu. Pro volající mimo Spojené státy americké je tato služba dostupná na telefonním čísle +1-405-324-4770. Jakmile autorizované servisní centrum nebo Seagate určí, že je potřeba provést opravu nebo nahradit, budeste vyzváni, aby ste Seagate sdělili své jméno, adresu, telefonní číslo, e-mailovou adresu a sériové číslo výrobku, a poté vám bude přiděleno Objednací číslo pro vrácení, které se užívá při vrácení výrobku společnosti Seagate. Výrobek, který vrátíte Seagatu, musí být rádně zabalen v originálním obalu (nebo obalu, který poskytne výrobku stejnou ochranu jako původní obal) a doručen s předplaceným poštovním, a to způsobem, který umožnuje sledování vaší zásihlky, na adresu poskytnutou při přidělení Objednacího čísla pro vrácení. Mimo pravidelně zálohování dat zálohujte svá data, pokud to bude možné, před odesláním vašeho pevného disku k opravě, jelikož výrobek, který posíláte Seagatu nebo poskytovateli autorizované služby, vám nebude vrácen. Další informace o zálohování obsahu dat vašeho pevného disku naleznete na [www.seagate.com](http://www.seagate.com).

## **Co udělá Seagate?**

Pokud Seagate schválí, abyste výrobek vrátili Seagate nebo autorizovanému poskytovateli služeb, nahradí Seagate zdarma váš produkt funkčně stejným náhradním výrobkem. Seagate může váš výrobek nahradit výrobkem, který byl již používán, opraven a otestován, aby vyhovoval specifikacím Seagate. Dodání náhradního produktu hradí Seagate. Zasláním výrobku k výměně souhlasíte s převodem vlastnictví původního výrobku na Seagate. Seagate vám původní výrobek nevrátí. Tato omezená záruka se nevztahuje na obnovení dat a ani toto obnovení dat není součástí opravy nebo výměny. Pokud byste chtěli, aby obnova dat byla na vašem pevném disku provedena, můžete Seagate toto poskytnout jako samostatnou službu za dodatečné poplatek. Seagate zaručuje, že opravené nebo nahrazené výrobky jsou kryty po zbyvající původní záruční době nebo po dobu 90 dnů, podle toho, která z těchto lhůt bude delší.

## **Jakým způsobem se uplatňuje právo daného státu?**

Tato omezená záruka se řídí právním rámem státu Kalifornie, USA. To vám zaručuje určitá práva, můžete mít také další práva, která se liší v závislosti na státním území. Tato omezená záruka nemá vliv na dodatečná práva, která máte podle právních předpisů své soudní jurisdikce a kterými se řídí prodej spotřebního zboží, zejména zákonu členských států implementujících Směrnici 44/99/ES. Některé státy nepovolují vyloučení nebo omezení nahodilých či následných škod; v takovém případě se na vás omezení či výjimky uvedené v této omezené záruce nevztahují.

## **Které společnosti v rámci Seagate Technology poskytují tuto záruku?**

Určení, která Společnost Seagate poskytuje tuto omezenou záruku, závisí na tom, kde jste daný výrobek zakoupili:

**Spojené státy a Severní Amerika, Jižní Amerika a Střední Amerika:**  
Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA.

**Evropa, Střední Východ, Afrika:** Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Nizozemsko.

**Tichomoří a Asie:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Výrobky nevracejte na adresy uvedené výše, řídte se, prosím, pokyny uvedenými v odstavci s názvem „Co musíte udělat?“

## Τι καλύπτει η περιορισμένη εγγύηση

Αυτή η περιορισμένη εγγύηση καλύπτει ελαττώματα όσους αφορά στα υλικά ή στην κατασκευή του νέου προϊόντος Seagate που συνοδεύεται από αυτή τη δήλωση περιορισμένης εγγύησης. Μόνο οι καταναλωτές που αγοράζουν αυτό το προϊόν από έξουσιοδοτημένο σημείο λιανικής πώλησης ή μεταπώλησης της Seagate μπορούν να αποκτήσουν καλύψη από την παρούσα περιορισμένη εγγύηση.

## Χρονικό διάστημα κάλυψης

Η περίοδος εγγύησης για το προϊόν είναι ο χρόνος που υποδεικνύεται στη συσκευασία του προϊόντος. Δείτε το κουτί του προϊόντος ή τον οδηγό γρήγορης εκκίνησης για την ισχύουσα περίοδο εγγύησης για το προϊόν σας. Μπορείτε επίσης να μεταβείτε στην ποτοθεσία <http://www.seagate.com/retailwarranty/> για να ενημερωθείτε για τη διάρκεια της περίοδου εγγύησης και να προσδιορίσετε αν υπάρχουν περιορισμοί όσους αφορά στη χρήση. Αν αγοράσατε το προϊόν σας κάποιο από τα Κράτη-μέλη του Ευρωπαϊκού Οικονομικού Χώρου, θα λάβετε το μεγαλύτερο δυνατό διάστημα της ισχύουσας εγγύησης προϊόντος που διαρκεί δύο (2) έτη. Η περίοδος εγγύησης για όλα τα εξαρτήματα εκτός από το κυρίων προϊόν είναι ενενέντα (90) ημέρες από την τεκμηριώνη μηρομηνία αγοράς ή δύο (2) έτη εάν η αγορά γίνει σε κάποιο από τα Κράτη-μέλη του Ευρωπαϊκού Οικονομικού Χώρου.

## Τι δεν καλύπτει η περιορισμένη εγγύηση

Αυτή η εγγύηση δεν καλύπτει οποιοδήποτε πρόβλημα προκληθεί από (α) εμπορική χρήση, απύγματα, κατάρροψη, αμέλεια, χτύπημα, ηλεκτροστατική εκκένωση, απομαγνήση, θερμότητα ή υγρασία πέραν από τις προδιαγραφές του προϊόντος ακατάλληλη εγκατάσταση, λειτουργία, συντήρηση ή τροποποίηση, ή (β) οποιαδήποτε κακή χρήση η οποία είναι αντίθετη προς τις οδηγίες χρήσης, ή (γ) απώλεια κυδικιών πρόσθιωσης, ή (δ) δυνατούσσειρες που προκαλούνται από άλλους εξόπλισμούς. Η περιορισμένη αυτή εγγύηση δεν ισχύει, έναν προϊόν επιστραφεί με εικέτα που έχει αφαιρεθεί, καταστραφεί ή παραποτεί ή με άλλες αλλοιώσεις (συμπεριλαμβανομένης της μη έξουσιοτητης) αφαιρέσεων οποιωνδήποτε εξαρτήμάτων ή εξωτερικού καλύμματος). Η παρούσα περιορισμένη εγγύηση δεν καλύπτει απώλεια δεδομένων - πρέπει να λαμβάνετε αντίγραφα ασφαλείας του περιεχομένου της μονάδας δίσκου σε ξεχωριστό μέσο αποθήκευσης ανά τακτά χρονικά διάστημα. Επίσης, η παρούσα εγγύηση δεν καλύπτει την αποκατάσταση αποθετικών ζημιών, παρεπόμενων ζημιών και εξόδων που σχετίζονται με την ανάκτηση, αφαίρεση και εγκατάσταση δεδομένων.

## Τι πρέπει να κάνετε

Η Seagate δεν πρέπει καμία κάλυψη εγγύησης εκτός εάν η αποτίθηση σας συμμορφώνεται με όλους τους όρους της παρούσας δήλωσης περιορισμένης εγγύησης και ακολουθήστε την καταλληλή διαδικασία επιστροφής. Για την παρούση υπηρεσίων εγγύησης, επικοινωνήστε με ένα έξουσιοδοτημένο κέντρο εξυπέρτησης της Seagate ή ανατρέξτε στη διεύθυνση [www.seagate.com](http://www.seagate.com) για περισσότερες πληροφορίες αναφορικά με την υποστήριξη πελατών στην περιοχή σας. Μπορείτε επίσης να λάβετε πληροφορίες αναφορικά με την ποτοθεσία των έξουσιοδοτημένων κέντρων εξυπέρτησης Seagate και να ξέταξετε πρόσθια στην αυτοματοποιημένη υπηρεσία καταλόγου πελατών Seagate καλύντας τον αριθμό +1-800-SEAGATE. Για κλήσεις εκτός των ΗΠΑ μπορείτε να έχετε πρόσθια στην υπηρεσία καλύντας +1-405-324-4770. Εφόσον κάποιο έξουσιοδοτημένο κέντρο εξυπέρτησης της Seagate καθορίσει ότι απαιτείται επισκέψη ή αντικατάσταση, θα θας ζητηθεί να δώσετε το ονοματεπώνυμό, τη διεύθυνση, τον αριθμό τηλεφώνου, τη διεύθυνση ηλεκτρονικού ταχυδρομείου ή τον αριθμό σειράς προϊόντος και στη συνέχεια θα δοθεί ένας Αριθμός Εντολής Επιστροφής (Return Order Number), τον οποίο θα χρησιμοποιήσετε κατά την επιστροφή του προϊόντος στην Seagate. Το προϊόν που θα

επιστρέψεται στη Seagate πρέπει να έχει συσκευαστεί κατάλληλα στην αρχική του συσκευασία (ή σε συσκευασία η οποία παρέχει αντίστοιχη προστασία με την αρχική) και να αποσταλεί με προπληρωμένο τέλος αποστολής και με τρόπο αποστολής ο οποίος να παρέχει δυνατότητα εντοπισμού του πακέτου σας στη διεύθυνση που παρέχεται κατά τη λήψη του Αριθμού Εντολής Επιστροφής. Εκτός της τακτικής λήψης αντιγράφων ασφαλείας, εάν είναι δυνατόν, δημιουργήστε αντίγραφο ασφαλείας των δεδομένων σας, πριν επιστρέψετε τη μονάδα δίσκου, επειδή το προϊόν που αποστέλλεται στη Seagate ή σε έξουσιοδοτημένο πάροχο υπηρεσίων δεν θα οσπεδαρέθη. Μπορείτε να βρείτε επιπρόσθιες πληροφορίες για τη λήψη αντιγράφων ασφαλείας του περιεχομένου του δίσκου σας στη διεύθυνση [www.seagate.com](http://www.seagate.com).

## Ενέργειες της Seagate

Εάν η Seagate εγκρίνει την επιστροφή του προϊόντος σας, στη Seagate ή σε κάποιο έξουσιοδοτημένο κέντρο εξυπέρτησης, η Seagate θα αντικαταστήσει δωρεάν τη μονάδα δίσκου με κάποιο λειτουργικός ισοδύναμο προϊόν σε αντικατάσταση του παλιού. Η Seagate μπορεί να αντικαταστήσει το προϊόν σας με κάποιο προϊόν που έχει ίδιη χρηματοποίηση, επισκευαστεί και δοκιμαστεί ώστε να ανταποκρίνεται στις προδιαγραφές της Seagate. Η Seagate θα πληρώσει το κόστος αποστολής του προϊόντος αντικατάστασης σε εσάς. Η αποστολή του προϊόντος για αντικατάσταση συνεπάγεται την αποδοχή της μεταβίβασης της κυριότητας του αρχικού προϊόντος στην Seagate. Η Seagate δεν θα είσαι επιστρέψει το αρχικό προϊόν. Η ανάκτηση δεδομένων δεν καλύπτεται από την παρούσα περιορισμένη εγγύηση και δεν αποτελεί μέρος της διαδικασίας επισκευής ή ανταλλαγής. Εάν επιμφύεται την ανάκτηση δεδομένων από τη μονάδα δίσκου σας, η δυνατότητα αυτή διατίθεται από την Seagate ως έξιωσητη υπηρεσία με πρόσθια χρέωση. Η Seagate εγγυάται ότι τα προϊόντα που έχουν επιδιορθωθεί ή αντικατασταθεί καλύνονται σα διάσταση λιοντάριο είτε με το υπόλοιπο της εγγύησης του αρχικού προϊόντος είτε για 90 ημέρες, όπου από τα δύο είναι μεγαλύτερο.

## Ισχύουσα νομοθεσία

Η παρούσα περιορισμένη εγγύηση διέπεται από τη νομοθεσία της Πολιτείας της Καλιφόρνια, ΗΠΑ. Η νομοθεσία αυτή σας παρέχει συγκεκριμένα νόμιμα δικαιώματα, ενώ ενδέχεται να σας αναγνωρίζονται και άλλα δικαιώματα τα οποία ποικίλλουν από χώρα σε χώρα. Η παρούσα περιορισμένη εγγύηση δεν περιέρχεται οποιαδήποτε τυχόν πρόσθια δικαιώματα έχετε σύμφωνα με την ισχύουσα νομοθεσία της περιοχής σας η οποία διέπει την πώληση καταναλωτικών αγαθών, συμπεριλαμβανομένης ενδικτικής, της εθνικής νομοθεσίας που ενωματώνει την Ορμγία 99/44/EK. Σε ορισμένη κράτη δεν επιτρέπεται ο αποκλεισμός ή περιορισμός παρεπόμενων ή αποθετικών ζημιών, επομένως οι αποκλεισμοί ή οι περιορισμοί στην παρούσα δηλώση περιορισμένης εγγύησης δεν ενδέχονται να μην ισχύουν για εσάς.

## Εταιρείες της Seagate Technology που παρέχουν την παρούσα περιορισμένη εγγύηση

Η εταιρεία Seagate που προσφέρει αυτή την περιορισμένη εγγύηση εκπρόστατη από το μέρος στο οποίο αγοράσατε το προϊόν:

**ΗΠΑ & Αμερική:** Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, ΗΠΑ

**Ευρώπη, Μέση Ανατολή & Αφρική:** Seagate Technology International, Kooilhoavenlaan 1, 1119 NB Schiphol-Rijk, Ολλανδία

**Ασία Εργοτάξιο:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Σας παρακαλούμε να μην επιστρέψετε προϊόντα στις διευθύνσεις που αναγράφονται παραπάνω, αλλά να ακολουθήσετε τις οδηγίες που περιέχονται στην παράγραφο «Τι Πρέπει να Κάνετε».

## Mire vonatkozik a jelen korlátozott szavatosság?

Jelen korlátozott szavatosság azon új Seagate-termék anyag- és kivitelezési hibáira vonatkozik, amelyhez a jelen nyilatkozatot mellékeltekit. Kírójáig azok a fogyasztók szerezhetnek jogosultságot a jelen korlátozott szavatosság alapján, aik hivatalos Seagate-viszonteladótól vagy -forgalmazótól vásárolták a terméket.

## Mennyi a szavatosság időtartama?

A szavatosság időtartama a termék csomagolásán jelzett időszak. Kérjük, tekintse meg a termék dobozát vagy az üzemb helyezési útmutatót a szavatosság időtartamára vonatkozó információkért. Továbbá a [oldalra](http://www.seagate.com/retailwarranty/) ellátogatva is megyőződhet a szavatosság időtartamáról és a használaton alapuló esetleges korlátozásokról. Ha Ön a terméket az Európai Gazdasági Térség egyik tagállamában vásárolta, a termékre vonatkozó hosszabb szavatossági időszak vagy két (2) év érvényes. A fő termékek kivételével minden egyéb alkatrész szavatossági időtartama a vásárlás igazolható időpontjáról számított kilencven (90) nap, vagy két (2) év, ha Ön a terméket az Európai Gazdasági Térség területén vásárolta.

## Mire nem vonatkozik a jelen korlátozott szavatosság?

Jelen korlátozott szavatosság nem vonatkozik olyan problémára, amelyet a következők okoznak: (a) kereskedelmi használat, baleset, helytelen használat, gondozatlanság, rázkodás (sokk), elektrosztatikus kisülés, mágnesezés, a termékleírásban felülírt hő vagy nedvesség, nem megfelelő installáció, működés, karbantartás vagy módosítás; vagy (b) bármilyen, a használati útmutató rendelkezéseivel ellentétes használat; vagy (c) elfejezett jelzésavat; vagy (d) más berendezés által okozott működési zavarok. Jelen korlátozott szavatosság érvénytelen, amennyiben a termék eltávoltított, megsérült vagy megrongálódott címkkel vagy bármilyen módosítással (beleértve bármely alkatrész vagy a külső borító jogosulatlan eltávoltítását) kerül visszaküldésre. Jelen korlátozott szavatosság nem vonatkozik az adatvesztésre; meghajtójának tartalmát rendszeresen mentse egy különálló tárolóegységre. Színtelen nem vonatkozik a közvetett, illetve következményi károkra, továbbá az adatmentés (helyreállításra), eltávolítás és installáció költségeire.

## Mit kell tennie?

A Seagate semmilyen szavatossággal nem tartozik, amennyiben Ön nem a jelen korlátozott szavatossági nyilatkozat rendelkezésével összhangban kéri azt, illetve nem kövéri a termék visszajuttatására vonatkozó eljárást. Amennyiben szavatossági szolgáltatást kíván igénybe venni, keressen fel egy hivatalos Seagate-szervizközpontot, vagy az Ön állama szerinti vevőszolgálathoz kapcsolódó további információt keresse fel a [www.seagate.com](http://www.seagate.com) oldalról. A hivatalos Seagate-szervizközpontok címéről és elérhetőségről több információt tudhat meg a Seagate automata vevőszolgáltatánál a +1-800-SEAGATE telefonszámon. Az USA-n kívülről telefonálók a szolgáltatást a +1-405-324-4770 tárcászával lehetik el. Amennyiben egy hivatalos szervizközpont vagy a Seagate megállapítja, hogy javítás vagy cseré szükséges, Ön a nevének, címének, telefonszámának, e-mail címének és a termék azonosító (sorozat-) számának a megadására fogják kérni, továbbá adnak Önnek egy Visszaküldési Számot, amelyet a termék Seagate-hez történő visszaküldésénél kell használnia. A terméket megfelelően, az eredeti csomagolásba csomagolva kell visszaküldeni (vagy az eredeti csomagolányaaggal egyenértékű védelmet nyújtó csomagolásban) a Visszaküldési Számmal egyidejűleg megadott címe olyan szállítási módon, amely lehetővé teszi a termék nyomon követését, és

amellyel előre fizetésre került (mentesített). A rendszeres biztonsági mentéseken túl, amennyiben lehetséges, a meghajtó Seagate vagy hivatalos szolgáltatójának részére történő visszaküldése előtt készítünk biztonsági mentést az adatairól, mert a termék nem kapja vissza. Kiegészítő információ a meghajtón lévő tartalmak biztonsági mentéséről a [www.seagate.com](http://www.seagate.com) oldalon található.

## Mit tesz a Seagate?

Amennyiben a Seagate felhatalmazza Önt arra, hogy visszaküldje a termékét a Seagate-nek vagy hivatalos szolgáltatójának, a Seagate térités nélküli kicséreli az Ön termékét egy funkciójában egyenértékű termékre. A Seagate az Ön termékét használt, javított és a Seagate követelményének való megfelelés céljából tesztelt termékre is kicsérélheti. A Seagate fizeti a kicsérelt termék Önhöz történő szállítását. A termék kicsérélés céljából történő visszaküldésével egyidejűleg az Ön eredeti termék tulajdonjoga a Seagate-re ruházza. A Seagate nem juttatja vissza Önnek az eredeti termékét. Az adatmentés (helyreállítás) nem tárgya a jelen korlátozott szavatosságnak és nem része a javítási vagy kicsérési folyamatnak. Amennyiben Ön adat-helyreállítást igényel a meghajtó tekintetében, azt a Seagate külön szolgáltatásaként, így ellenében végzi el. A Seagate a javított vagy kicsérelt termékre az alábbi időre vállal szavatosságot: a szavatossági időből hátralévő időre, vagy 90 napra, amelyik a kettő közül hosszabb.

## Hogyan alkalmazandóak a jogszabályok?

Jelen korlátozott szavatosságra az egyesült államokbeli Kalifornia állam jogja irányadó. Ez a jog Önnek különösen jogi védelem nyújt, ugyanakkor Ön rendelkezhet további jogokkal is, amelyek országunkonként eltérőek lehetnek. Jelen korlátozott szavatosság nem érinti az Ön olyan többlejtogát, amely az Ön államának jogja szerint a fogyasztók termékérkétesítés esetén megilleti, korlátozás nélkül beleértve a 99/44/EK irányelvet implementáló nemzeti jogszabályt. Néhány országban nem lehetséges a közvetett vagy következményi károkért való felelősségi korlátozása vagy kizárása, ezért a jelen korlátozott szavatossága foglalt ilyen korlátozás vagy kizárást adott esetben nem vonatkozik Önre.

## Mely Seagate Technology társaság nyújtja a jelen korlátozott szavatosságot?

Az, hogy melyik Seagate cég nyújtja Önnek a jelen korlátozott szavatosságot, attól függ, hogy Ön hol vásárolta a terméket.

**Az Egyesült Államok és amerikai országok esetében:**  
Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, USA.

**Európa, Közel-Kélet, Afrika esetében:** Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Hollandia.

**Kelet-Ázsia:** Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Kérjük, ne a fenti címekre küldje vissza a termékeket, hanem kövesse a "Mit kell tennie?" fejezetben leírt utasításokat.

## Bu Sınırlı Garantinin Kapsamı Nedir?

Bu sınırlı garanti, yeni Seagate ürünlerinin malzemesinde veya işçiliğinde可能出现 sorunları bu garantinin kapsamı altına almaktadır. Sadece, Seagate ürünlerini yetkili bir bayiden satın alan tüketiciler sınırlı garantimizin kapsamından yararlanabilir.

## Bu Sınırlı Garantinin Süresi Nedir?

Bir ürünün garanti süresi, ürün paketinde belirtilen süre kadardır. Uygun garanti süresi hakkında bilgi içi lütfen ürün paketine ya da hızlı başlayanlık kılavuzuna bakın. Ayrıca, bir ürünün garanti süresini öğrenmek ve kullanımına bağlı kısıtlamalar olup olmadığına dair bilgi almak için <http://www.seagate.com/retailwarranty/> adresine göz atabilirsiniz. Bu ürünü bir Avrupa Ekonomik Bölgesi Üye Devletinde satın alıdysanız, ürün garanti süreniz iki (2) yıldır. Ürün bir Avrupa Ekonomik Bölgesi Üye Devletinde satın alındıysa, ana ürün dışındaki tüm ürünler için garanti süresi, ürün ileşkin belgenin düzenlenmesinden itibaren doksan (90) gündür.

## Bu Sınırlı Garanti Neleri Kapsamaz?

Sınırlı garantimiz, (a) Ticareti kullanımı, kaza, kötü kullanımı, ihmal, darbe, elektrostatik deşarj, maniyetik nötrleme, sıcaklık veya nem, uygun olmayan kurulum, kullanım, bakım veya değişiklik nedenlerine meydana gelen arızalar; (b) ürünün kullanıcı kılavuzunda anlatılan yöntemin haricinde kötü biçimde kullanılmış; (c) şifre kaybedilmiş; (d) başka bir ekipman sebebi ile düzgün çalışmaması durumlarında geçerli değildir. Sınırlı garantimiz, ekipmanın etiketinin veya herhangi bir parçası veya kabının yırtılması, çırılçıplak, zarar görmüş veya bozulmuş veya başkası tahrifatı (ürünün herhangi bir parçasının veya dış korumasının izinsiz çıkarılması dahil olmak üzere) uğratılmış halde iadesi durumunda geçerli değildir. Veri kaybı, sınırlı garantimizin kapsamı içinde değildir – sürücüsünden bulunan verileri düzeltmek gibi başka bir medya üzerinde yedekleyiniz. Ayrıca dolaylı zararlar (bir filinden meydana gelen zararlar), arızı zararları, veri kurtarma, çırpmaya ve kurulum maliyetleri garantiye kapsamı altında değildir.

## Ne Yapmalısınız?

Talebinizi işbu sınırlı garanti beyanatının tüm koşullarına uygun olarak yapmadığınız ve ürünün iadesine ilişkin uygun prosedürü takip etmediğiniz takdirde Seagate bir hangi bir garanti sağlanamayacaktır. İşbu sınırlı Garanti hizmeti almak için yetkili bir Seagate servis merkezini arayınız veya bulunduğunuz ülkede sağlanan müşteri destekbine ilinskyiñda fazla bilgi almak için [www.seagate.com](http://www.seagate.com) adresini ziyaret ediniz. Ayrıca Seagate'ın ücretsiz telefon hattını (+1-800-SGATE) arayarak da yetkili bir Seagate servisiniñ yeri hakkında bilgi alabilirsiniz ve Seagate otomatik müşteri hizmetleri rehberine erişebilirsiniz. Yurtdışından arayan kişiler +1-405-324-4770 numaralı telefonu arayarak bu servise ulaşabilirsiniz. Yetkili servis merkezi veya Seagate onarım yapılmasını veya yenisiyle değiştirilmesini gerekli gördükten sonra sizden adresinizi, adresinizi, telefon numaranız, e-posta adresinizi ve ürünün seri numarası surulacak ve size ürünü Seagate'ye gönderirken kullanacağınız bir lade Sipariş Numarası verilecektir. Seagate'ye lade edeceğiniz ürünün kendi orijinal ambalajında uygun biçimde (veya orijinal ambalaj esdeger koruma sağlayacak şekilde) paketlenmiş olması ve nakliye ücretlerini önceden ödenmiş olarak gönderilen paketin uzaktan takip edilmesini sağlanır bir nakliye yöntemi ile, size lade Sipariş Numarası ile beraber verilen adrese gönderilmesi olması gereklidir. Düzenleniñ olarak yaptığınız yedekleme işlemlerine ek olarak, eğer mümkünse, sürücüyü iade etmeden önce içinde bulunan verileri yedekleyiniz çünkü Seagate'ye veya yetkili servis merkezine gönderdiğiniz ürün size lade edilmesi gerekecektir. Sürücüsünüñ içeriğinin yedeklenmesi konusuya ilgili daha fazla bilgiyi [www.seagate.com](http://www.seagate.com) internet adresinde bulabilirsiniz.

## Seagate Ne Yapacak?

Eğer Seagate, ürünüñ Seagate'ye veya yetkili bir servis merkezine iade etmeniz için size onay vereirse, Seagate ürünüñüzü esdeger bir ürünle üretmeden değiştirecektir. Seagate, ürünüñüzü daha önceden kullanılmış, tamir edilmiş ve Seagate spesifikasyonlarına uygunluñ test edilmiş bir ürün ile değiştirebilir. Seagate, eski ürünün yerine gönderilecek ürünün nakliye masraflarını ödeyecektir. Ürünüñü değiştirmek üzere göndermekle, mülkiyetinin Seagate'ye geçmesini kabul etmektektir. Seagate elinizdeki orijinal ürünü size lade etmeyecektir. Sürücü üzerindeki verin kurallarınıñ işbu sınırlı garantinin kapsamı altında olmayıp, onarım veya değişim prosesinin bir parçası de¤ildir. Sürücünüz üzerinde veri kurtarma işlemi yapılması istiyorsanız, ilave bir ücret ödemek kaydıra¤ı ayrı bir hizmet olarak bu servisi Seagate'den alabilirsiniz. Seagate, onarılan veya değiştirilen ürünün, orijinal ürünün geri kalan sınırlı garanti süresi boyunca veya 90 gün boyunca (hangisi daha uzun ise) sınırlı garantinin kapsamı altında olduğunu taahhüt etmektedir.

## Hangi Ülke Hukuku Uygulanacaktır?

İşbu garantiye California Eyaleti, ABD hukuku uygulanacaktır. Bu hukuk, sizlere belirli yasal haklar tanımaktadır, ve ayrıca ülkeyen ülkeye değişen başkaça haklarınız da mevcuttur. İşbu garanti, bulunduðunuz yargı çevresinde tüketici yapılan şartıyla uygulanan hukukun, ulusal hukuklara uygulanan 99/44 sayılı AB Yönernesi dahil olmak üzere ve fakat bunulá sinirları olmaksızın, size sağlamış olduğu diğer hakları bertaraf etmeyecek ve etkilemeyecektir. Bazı ülkeler arzı ve dolayı zararlarıñ garanti kapsamı dışında bırakılmasına izin vermeyektedirler, bu nedenle işbu sınırlı garantiye öngörülen sınırlamalar veya kapsam diþi bırakımlar size uygulanmayabilir.

## Hangi Seagate Technology Şirketleri bu sınırlı garantiyi sağlamaaktır?

Sınırlı Garantiyi sağlayacak Seagate Şirketi, ürünü nerede satın aldıðınızda bağlıdır:

**ABD ve Amerika Kitası:** Seagate Technology LLC,  
10200 South De Anza Boulevard, Cupertino, CA 95014, ABD

**Avrupa, Orta Dogu ve Afrika:** Seagate Technology International,  
Koohavenlaan 1, 1119 NB Schiphol-Rijk, Hollanda

**Asya Pasifik:** Seagate Singapore International Headquarters Pte. Ltd.,  
7000 Ang Mo Kio Avenue 5, Singapore 569877.

Lütfen Ürünleri yukarıdaki adreslere göndermeden önce yukarıdaki "Ne Yapmalısınız" başlıklı paragrafta belirtilen kuralları uygulayınız.

המקורי שלכם. אחריות זו אינה מכסה שחזר לתנויים, ושחזרו תנויים מהקשר שלהם, יכולם מנהלתי תתקווין בՁיכת הלהפלגה. המוניטין בשחוותם של יוצאים פסיגיון וונת ארכיטקטורה למשך ימי והרבת תשלומים. ארכיטקטוניים יוצרים מוניטין בארכיטקטורה לא רק במבנה עצמו אלא גם במבנהו החיצוני.

**מציד כל הדין המחייב?**  
על ארוחות זו דיני מדינת קילו-פונטייה, ארה'יב דן זה מעניק  
לכם צמחיות סופיטיות בסופיטיות, וכן עשויה להוות לכם מוטיב אחרות  
המשנתת ממדינתה למדינה. אהרות זו אינה פוגעת בזכויות נסופה של  
כם לפ' דני דיני מדינת קילו-החלם על מכרה שולץ ררכנים, EC  
99/44/EU  
לබנות, ובכללן, חוקים המסייעים את דני דירקטוריון ה-  
של איזורית האירו. מבדוקות סופיטיות דוחין אין מידי של איזה גאנגי  
ארוחות דלקים סופיטאים ואנו נזירים, ולפיכך יתכן שההגבילות או  
הסיבות לשלול איזו מילוי עלינו.

**אלן חברות מקבוצת סיג'יט טכנולוגיות מעניקות אחריות זו?**  
זהות חברת סיג'יט המעניקה אחריות זו תלויה במקום בו רכשתם את  
המוצר.

ארצות הברית וארצות הברית:  
Seagate Technology LLC, 10200 South De Anza Boulevard,  
Cupertino, CA 95014, USA

סיאטג'י, המז'ה הת'יכן, אפריקה: Koolhovenlaan 1, 1119 NB Schiphol-Riik, The Netherlands

סיאט סינגפור אינטראציית הראשית  
Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877

נבקשכם לא להציג מוצרים לכתבות הרשותות לעיל, אלא לפעול בהתאם לכללים המפורטים בפסקה "מה עלייכם לעשות?"

**מה מכסה אחריות מוגבלת זו?**  
אחריות מוגבלת זו מכסה את כל הפגמים בעבודה או בחומרים מוצר  
החדש של סגוי שארחים או מצורפת אליו. רק במקרה הראשיים מוצר  
זה לא יוכשר או יתאפשר לשלב עם מוצר אחר. להלן דוגמאות לוגובלות זו:

**מה אורך תקופת האחוריות?**  
 תקופת האחוריות למצויר מצורע על המוצר עוצמו חלון מלן מריה.  
 נכון ל-2013 מוגדרת תקופת המוצרים ובה מטרך להתחילה מהירה את יציאן תקופת  
 האחוריות תחת הקפה על ידי היבואן השולץ. לפה, גם בז'אנר כל אחד האנרגומרים  
 יתאפשרו לבקש פתרונות טריים לעולא [לכתוב](http://www.seagate.com/retailwarranty/) בכתובת [HTTP://WWW.SEAGATE.COM/RETAILWARRANTY/](http://www.seagate.com/retailwarranty/)  
 תקופת האחוריות ובירורם של תלותם הגבילים בסיסות שימוש כלהן  
 לבן אחוריות זו, או רשותם את המשמר בדין היבואן שבקשה בשוק  
 תקופת האחוריות על המוצר יתאפשרה לפחות לביאן או שטני (2) שנים  
 לפי האחורה מביניהם. תקופת האחוריות לכל הרוכבים שאנשים המוצר  
 הראשי והחברה העשויים (90) ימים ממועד רישישת המותעה, או  
 שיטים אחד ורבע עד שני וחצי בהרבה בשוק האחורי.

**מה לא מכוסה באחריות זו?**  
אגרות, ושmissions מוסה כבעה בענינה עקב (א) שימוש מסחרי, האגון, שימוש רפואי, הנאה, ולם חשמלי, טיפול אלקטרו-טראנסיסטורי, שימוש רפואי, ועוד; וום גם לוחות הוגדרים מוטרטיים (תמונה), תבקנה, הפלטה, תחזוקה או שיטרים אוטומטיים; או (ב) כל שימוש בגין להוראות המשמש הימשכויות לצריך, או (ס) שימוש אבודות; או (ד) קילוטר טרברטס צורן אחר. אגרות גובלת גם בטלם המוצר מהודר גיבובים גיבובים שוחרור, וולוי, וגונגין או כל שימוש (טלם) גובלה ואזהה עם אגן גיבובים (קיסי חיצוני). אגרות מוגבלת זו אינה מכוסה מושיטה של כל חלק ואיסי חיצוני. אגרות מוגבלת זו אינה מכוסה אבן גנומן – לא – לפחות באסון סדר את תכונותיה עלמאצ'ון אחר. כן, אגרות ואיסי אינן מכוסה רק עצמאית; רק וכך, עלווייתם הקשורה להחזרה, הרה והתקנה של תבונם, אין מכוסה תחת אגרות זו.

## 本有限保证保障范围是哪些？

本有限保证系针对附有本有限保证书的Seagate新产品的任何材料或工艺瑕疵而制定。消费者只有在从授权Seagate零售商或转售商购买本产品的情况下，方有资格享有本有限保证提供的保障。

## 保质期为多长？

本产品的保质期为在您产品包装上注明的时间期限。有关您产品的适用保质期，请查看您产品的包装盒或快速入门指南。还可以通过访问<http://www.seagate.com/retailwarranty/>查看您的保质期并确定是否有任何使用限制条件。如果您是在欧洲经济区成员国国内购买的产品，您的适用产品保质期将更长或为两(2)年。主要产品以外的所有组件的保质期为自您购买之日（以登记记录日期为准）起九十(90)天，或者，如果是在欧洲经济区成员国国内购买的产品，则为两(2)年。

## 本有限保证不保障哪些方面？

本有限保证不保障以下情况引起的任何问题：(a)商业使用，事故，滥用，疏忽，震动，静电放电，消磁，产品规格范围之外的高温或潮湿，不当安装、操作、维护或变更；或(b)与用户手册说明不符的任何不当使用；或(c)密码遗失；或(d)其他设备引起的故障。如产品退还时标签已被删除、损坏或篡改或已对产品做出改动（包括未经授权拆除任何部件或外壳），则本有限保证无效。本有限保证不对数据丢失做出保障——请定期将您的驱动器中的内容在其他存储媒介上进行备份。另外，本保证也不对数据恢复、删除和安装相关的后果性损害赔偿、附带损害赔偿和费用予以保障。

## 您需要采取哪些行动？

只有在您的索赔符合本有限保证书的所有条款，并且您办理适当退货手续的情况下，Seagate方提供保证。要申请质保服务，请与Seagate授权服务中心联系，或浏览[www.seagate.com](http://www.seagate.com)以进一步了解您所在的国家或地区内的客户服务信息。您也可拨打+1-800-SEAGATE了解Seagate授权服务中心的地点分布信息及获取Seagate自动客户服务目录。如在美国以外，则可拨打+1-405-324-4770获得上述服务。授权服务中心或Seagate一旦确定需要修理或做出更换，请即按要求告知您的姓名、地址、电话号码、电邮和产品序列号，然后您会获得一个退货号（用于向Seagate退回产品）。退回Seagate的产品必须以原包装（或对产品具有与原包装同等保护作用的包装）妥善包装，并通过一种可以追踪您的包裹的货运方法发送至您收到退货号时所获提供的地址，运费预付。除例行备份之外，请在退还驱动器之前尽可能对数据进行备份，因为您发至Seagate或授权服务提供商的产品不会退还给您。有关为驱动器的内容进行备份的更多资料，请浏览[www.seagate.com](http://www.seagate.com)。

## Seagate会采取什么行动？

如果Seagate授权您将产品退回Seagate或授权服务提供商，则Seagate将免费将您的产品更换为功能上类似的代用产品。Seagate可将您的产品更换为先前使用过、经过修理和测试符合Seagate规格的产品。Seagate将支付向您发货替换产品的运输费用。您将产品发出进行更换，即表示您同意将原产品的所有权转移至Seagate。Seagate将不会把您的原产品退还给您。数据恢复不在本有限保证范围之内，也不属于修理或调换程序的一部分。如果您希望对您的驱动器进行数据恢复处理，Seagate可另行提供该服务，费用亦另行收取。Seagate保证：经过修理或更换的产品的保质期限为原产品保证的剩余期限或90天（以较长者为准）。

## 如何适用各州法律？

本有限保证受美国加利福尼亚州法律管辖。其赋予您特定的法律权利。您亦可享有其他州赋予的其他权利，但各州赋予的权利可能有所不同。本有限保证不影响您所在的国家或地区有关消费品销售法律（包括但不限于实施99/44欧盟指令的全国法律）项下您所享有的任何其他权利。某些州不允许排除或限制附带的或后果性的损害赔偿，因此本有限保证书中的限制或除外条款可能并不适用于您。

## 哪些Seagate Technology公司提供本有限保证？

哪家Seagate公司提供本有限保证取决于您的产品是在何处购买：

**美国/美洲：**Seagate Technology LLC,  
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**欧洲、中东、非洲：**Seagate Technology International, Koolhavenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**亚太：**Seagate Singapore International Headquarters Pte. Ltd.,  
7000 Ang Mo Kio Avenue 5, Singapore 569877.

请勿将产品退至以上所列地址。请遵循“您需要采取哪些行动？”一段所述规定。

## 本有限保固保障什麼？

本有限保固就附有本有限保固書的Seagate新產品的任何材料或工藝瑕疵而制定。只有從Seagate授權的零售商或轉售商購買本產品的消費者，方有資格享有本有限保固提供的保障。

## 保固期有多長？

本產品的保固期為在您產品包裝上註明的時間期限。有關您產品的適用保固期，請查看您產品的包裝盒或快速入門指南。還可以透過造訪<http://www.seagate.com/retailwarranty/>查看您的保固期並確定是否有任何使用限制條件。如果您是在歐洲經濟區成員國境內購買，您的適用產品保固期將更長或為二(2)年。主要產品以外的所有元件的保固期為自您登記記錄之購買日期起九十(90)天，或者，如果是在歐洲經濟區成員國內購買的產品，則為二(2)年。

## 本有限保固不保障什麼？

本有限保固不保障以下情況引起任何問題：(a) 商業使用，事故，濫用，疏忽，震盪，靜電放電，消磁，超出產品規格範圍之外的高溫或潮濕，不當安裝、不當操作、不當維修或變更；或 (b) 與使用者手冊說明不符的任何不當使用；或 (c) 密碼遺失；或 (d) 其他設備引起的故障。消費者所退回的產品，如其標籤已被移除、損壞或篡改或該產品有被改動（包括未經授權拆除任何部件或外殼），則本有限保固無效。本有限保固不對資料遺失做出保障——請定期將您的磁碟機中的內容備份到其他儲存媒體上。另外，本保固也不對資料恢復、刪除和安裝相關的後果性損害賠償、附帶損害賠償和費用予以保障。

## 您需要做甚麼？

只有在您的索償符合本有限保固書的所有條款，並且您辦理適當退貨手續的情況下，Seagate方提供保固。要申請保固服務，請與Seagate的授權服務中心聯絡，或瀏覽[www.seagate.com](http://www.seagate.com)以進一步瞭解您所在的國家或地區內的客戶服務資料。您也可撥打+1-800-SEAGATE 從而取得Seagate授權服務中心的地點分佈資料及使用Seagate自動客戶服務目錄。如在美國以外，則可撥打+1-405-324-4770獲得上述服務。授權服務中心或Seagate一旦確定需要修理或做出更換，請您按要求告知您的姓名、地址、電話號碼、電郵和產品序號，然後您會獲得一個退貨號（用於向Seagate退回產品）。退回Seagate的產品必須以原來包裝（或如非原來包裝，則該包裝須對產品提供同等保護作用）妥善包裝，並透過一種可以追蹤您的包裹的裝運方法發運至您收到退貨號時Seagate提供給您的地址，運費預付。除例行備份之外，還請您在退回磁碟機之前儘可能對資料進行備

份，因為您寄給Seagate或授權服務提供商的產品不會退還給您。有關為磁碟機的內容進行備份的更多資訊，請瀏覽[www.seagate.com](http://www.seagate.com)。

## Seagate將會做什麼？

如果Seagate授權您將產品退回Seagate或授權服務提供商，則Seagate將免費以具有同等功能的產品更換您的產品。Seagate可以以使用過、經過修理和測試符合Seagate規格的產品更換您的產品。Seagate將支付向您寄發替換產品的運輸費用。您將產品退回以要求更換，即表示您同意將該產品的所有權轉移給Seagate。Seagate將不會把您原來的產品退還給您。資料恢復不在本有限保固範圍之內，也不屬於修理或替換程序的一部分。如果您希望對您的磁碟機進行資料恢復處理，Seagate可另行提供該服務，費用亦另行收取。Seagate保證：經過修理或更換的產品的保固期限為原來產品保固的剩餘期限或90天（以較長者為準）。

## 各州法律如何適用？

本有限保固受美國加利福尼亞州法律管轄。其賦予您特定的法律權利。您亦可能享有其他州賦予的其他權利，但各州賦予的權利可能有所不同。本有限保固不影響您所在的國家或地區有關消費品銷售的法律（包括但不限於實施99/44歐盟指令的全國法律）之下您所享有的任何其他權利。某些州不允許排除或限制附帶的或後果性的損害賠償，因此本有限保固書中的限制或除外條款可能並不適用於您。

## 哪些Seagate Technology公司提供本有限保固？

由哪家Seagate公司提供本有限保固，取決於您購買產品的所在地：

**美國/美洲：**Seagate Technology LLC,  
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

**歐洲、中東、非洲：**Seagate Technology International, Koolhavenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

**亞太區：**Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

請勿將產品退至以上所列地址。請遵循「您需要做什麼？」一段所述規定。

## 품질보증의 적용대상.

본 제한적 품질보증은 이 제한적 품질보증서가 첨부되어 있는 Seagate 신규제품의 자료 또는 기술상의 결함에 대해서 적용됩니다. 그리고, 본 제한적 품질보증은 Seagate의 공식 소매인 또는 리셀러로부터 본 제품을 구매한 소비자에 한해서만 적용됩니다.

## 품질보증기간.

이 제품에 대한 보증기간은 제품 포장에 나와 있습니다. 제품 보증기간은 제품 상자나 퀵 스태트 가이드를 참조하십시오. 또한 <http://www.seagate.com/retailwarranty>에 접속하여 보증기간을 확인하고 사용량 기반 확인이 있는지도 확인할 수 있습니다. 유럽 경제 구역 회원 국가에서 제품을 구입한 경우 해당 제품의 보증기간 또는 이(2)년 이상입니다. 기본 제품 이외의 모든 구성품에 대한 보증기간은 서류상 구매일로부터 구입(90)일이며 유럽 경제 구역 회원 국가에서 제품을 구입한 경우 이(2)년입니다.

## 품질보증의 적용제외대상.

본 품질보증은 (a) 상업적 용도의 사용, 사고, 남용, 과실, 충격, 정전기 방전, 소자, 제품 사양을 초과하는 열기 또는 습기, 부작용한 설치·작동·보수·변경; (b) 사용자 매뉴얼의 지시사항에 반한 오용; (c) 비밀번호 분실; 또는 (d) 다른 설비에 의해 야기된 기능장애에 대해서는 적용되지 않습니다. 본 제한적 품질보증은 제품의 라벨이 제거·손상·변조된 채로 제품이 반품되거나 또는 제품이 변경(구성요소 또는 외부 커버의 승인받지 아니한 제거 포함)된 채로 반품되는 경우에는 무효입니다. 본 제한적 품질보증은 데이터 손실에 대해서도 적용되지 않습니다——따라서, 귀하의 드라이브상의 저장내용을 별도의 저장장치에 정기적으로 백업해 두어야 합니다. 또한, 결함 손해, 부수적 손해, 그리고 데이터 복구·제거·설치 관련 비용도 본 품질보증에 의하여 보증되지 않습니다.

## 소비자 의무사항.

Seagate는 귀하가 이 제한적 품질보증서의 모든 조건을 준수하고 적정한 반품절차를 따르지 않는 한 보증책임을 지지 아니합니다. 품질보증서비스는 Seagate 공식 서비스센터에 요청해야 하며, 귀하가 거주하고 있는 나라에서의 고객지원에 관한 보다 상세한 정보에 대해서는 [www.seagate.com](http://www.seagate.com)을 참조하시기 바랍니다. 그리고 전화번호 +1-800-SEAGATE로 전화하여 Seagate 공식 서비스센터의 위치에 관한 정보를 얻을 수도 있으며 또한 자동고객서비스 디렉토리에 접속할 수도 있습니다. 미국 이외의 지역에서는 전화번호 +1-405-324-4770로 전화하여 이 서비스를 받을 수 있습니다. 공식 서비스센터나 Seagate는 수리 또는 교체가 필요하다고 판단하면, 귀하의 이름 주소, 전화번호, 이메일 및 제품일련번호를 문의한 후, 귀하가 Seagate에 제품을 반품할 때 사용할 반품주문번호(Return Order Number)를 귀하에게 부여합니다. 귀하가 Seagate에 반품하는 제품은 원래의 포장상태대로 적절히 포장되어(또는 원래의 제품 포장에 상응하는 정도의 보호력이 있도록 포장되어) 귀하가 반품주문번호를 부여할 때 제공받은 주소지로, 귀하의 물품의 운송 상태를 주목할 수 있는 운송 수단을 통하여 운송비 선불상태로 배달되어야 합니다. 정기적인 백업 이외에, Seagate에 드라이브를 반품할 때에는, 귀하가 Seagate 또는 공식 서비스센터에

보내는 제품 그 자체가 귀하에게 반환되는 것은 아니기 때문에, 가능하다면 그 전에 귀하의 데이터를 백업해 두어야 합니다. 귀하의 드라이브에 있는 콘텐츠의 백업에 관한 추가적인 정보는 [www.seagate.com](http://www.seagate.com)에서 확인할 수 있습니다.

## 품질보증의 내용.

Seagate가 귀하에게 제품을 Seagate 또는 공식 서비스센터에 반품하도록 허가하는 경우, Seagate는 귀하에게 비용을 부담시키지 아니하고 귀하의 제품을 그에 상응하는 기능을 가진 다른 제품으로 교체해 줍니다. Seagate는 귀하의 제품을 이전에 사용, 수리 및 검사되어 Seagate 사양에 부합하는 다른 제품으로 교체할 수 있습니다. 고체 제품의 귀하에 대한 운송비는 Seagate가 부담합니다. 귀하가 교체를 위해 제품을 보내게 되면, 귀하는 원래의 제품 소유권을 Seagate에 이전하는 것에 동의하는 것이 됩니다. Seagate는 귀하에게 귀하의 원래의 제품을 반환하지 아니합니다. 데이터 복구는 본 제한적 품질보증에 의해 보증되지 않으며, 또한 데이터 복구는 수리 또는 교환 서비스의 대상이 되지 아니합니다. 귀하가 드라이브상의 데이터 복구를 Seagate에 의뢰하는 경우, 이는 별도의 서비스로서 추가수수료를 부담하여야 합니다. Seagate는 수리 또는 교체된 제품에 대해서는 원래의 품질보증기간의 잔여기간 또는 90일 중 더 긴 기간 동안만 품질보증을 합니다. 교체 제품의 귀하에 대한 운송비는 Seagate가 부담합니다.

## 준거법.

본 제한적 품질보증에 대해서는 미국 캘리포니아주 법률을 적용합니다. 귀하는 미국 캘리포니아주 법률에서 정한 특정한 권리를 가질 뿐만 아니라, 나마마 다른 엑타 권리도 가질 수도 있습니다. 본 제한적 품질보증은 EC 규정 99/44의 시행법률을 등 소비자 제품에 관한 귀하의 국가의 법률상 귀하가 가지는 추가적인 권리에 영향을 미치지 않습니다. 일부 국가에서는 부수적 또는 결과적 손해배상의 배제 또는 제한을 허용하지 아니하며, 따라서 이 제한적 품질보증서상의 그와 같은 배제 또는 제한은 귀하에게 적용되지 아니할 수도 있습니다.

## 품질보증 제공회사.

본 제한적 품질보증을 제공하는 Seagate 회사는 다음과 같이 귀하가 제품을 구입하는 지역에 따라 다릅니다.

미주지역: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

유럽, 중동아시아 및 아프리카 지역: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

아시아 태평양 지역: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877

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## Seagate限定の保証

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本限定的保証は、本保証付きのSeagateの新製品のあらゆる原材料または性能上の欠陥に対して適用されます。本保証は、Seagateの指定販売店または指定再販業者から本製品を購入された消費者にのみ適用されます。

### 保証期間

本製品の保証期間は製品の梱包箱の一部として表示されている期間です。本製品の適用保証期間については、製品ボックスまたはクイックスタートガイドをご覧ください。また、<http://www.seagate.com/retailwarranty/>からも保証期間および使用ベースの制限をご確認いただけます。欧州経済領域加盟国で製品を購入された場合、製品の保証期間は通常よりも長くなるか、2年間となります。主な製品を除くすべてのコンポーネントの保証期間は、ご購入日から90日間、また欧州経済領域加盟国で購入された場合は、2年間となります。

### 保証適用対象外事項

本限定的保証は、(a) 商業的使用、事故、濫用、過失、衝撃、静電放電、消磁、製品仕様外の熱または湿気、不適切なインストール、運用、保守または変更、(b) ユーザマニュアル上の指示に反するあらゆる誤用、(c) パスワードの紛失、(d) 他の機器による誤動作には適用されません。ラベルの除去、損傷、表示の改ざん、その他の変更(許諾されていないコンポーネントまたは外箱の除去を含む)がなされた上で返品された場合、本限定的保証は無効です。本限定的保証はデータの喪失には適用されません。お客様のドライブのコンポーネントを定期的に別の記憶媒体にバックアップを取ってください。また、偶発的損害、付随的損害、ならびに、データの回復、削除およびインストールに関する費用について、本保証の適用はありません。

### お客様の責務

お客様の請求が本限定的保証規程のすべての条件に従い、かつ、お客様が適切な返品手続に則っていない限り、Seagateはいかなる保証もいたしません。保証サービスを要求する場合、Seagateの指定サービスセンターに連絡するか、またはお客様の地域のカスタマーサポート情報の詳細について[www.seagate.com](http://www.seagate.com)を参照してください。また、Seagateの指定サービスセンターの所在地に関する情報の入手、および、Seagateの自動カスタマーサービス案内へのアクセスについては、+1-800-SEAGATEにお電話してください。米国外からお電話される場合には、+1-405-324-4770にお電話してください。指定サービスセンターまたはSeagateが修理または交換が必要であると判断した場合、お客様は、お客様の氏名、住所、電話番号、電子メールアドレスおよび製品シリアル番号を要求された後、Seagateに製品を返すときに使用する返品請求番号(Return Order Number)の発行を受けます。お客様は、Seagateに返す製品を、元々の包装によって(または元々の包装と同程度に)製品を保護する包装によって(適切に)包装し、かつ、送料前払いいで、お客様の送付品の追跡が可能な送付方法により、返品請求番号(Return Order Number)の発行を受けた際に提供された住所宛てに、発送しなければなりません。お客様がSeagateまたは指定サービスプロバイダーに送る製品はお客様に返

還されませんので、定期的なバックアップに加え、可能であれば、ドライブを返品する前にお客様のデータをバックアップしてください。お客様のドライブのコンポーネントのバックアップに関する追加の情報については[www.seagate.com](http://www.seagate.com)を参照してください。

### Seagateの責務

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### 準拠法

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### 保証の延長

お客様が製品を購入された場所に応じてどのSeagate社が本限定的保証を提供するかが異なります。

米国および南北アメリカ: 10200 S. De Anza Blvd, Cupertino, CA 95014, USA 所在のSeagate Technology LLC

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なお、上記の住所宛てに返品しないでください。「お客様の責務」の項に記載された手続に従って返品してください。

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