**Hardware | Website Content**

**About Us**

**Commitment to Comprehensive IT Solutions and Customer Satisfaction**

Welcome to **Hardware - IT Solutions**, your trusted global partner for IT hardware and electronics. Since our inception in 2012, we have been dedicated to delivering cutting-edge technology and tailored solutions to clients ranging from small businesses to large enterprises. Our mission is to provide high-quality products and services that integrate seamlessly with your existing systems, ensuring optimal performance and customer satisfaction.

At Hardware - IT Solutions, we understand the importance of timely and cost-effective solutions in the fast-paced IT industry. That’s why we offer a curated selection of well-priced equipment, available within your required timeframe, and backed by our commitment to exceptional customer service. From the moment you engage with us, through the purchase process, and during the warranty period, we prioritize your needs with professionalism and efficiency.

**Our Vision**  
To empower businesses with reliable and innovative IT solutions that drive growth, efficiency, and success in a rapidly evolving digital landscape.

**Our Mission**  
To deliver superior IT hardware and electronics through trusted partnerships, exceptional customer service, and a global infrastructure that ensures timely and reliable solutions for businesses of all sizes.

**Why Choose Hardware - IT Solutions?**

* **Comprehensive Offerings:** From in-stock inventory for immediate delivery to end-of-life (EOL) parts, we cater to diverse IT needs, ensuring compatibility and performance.
* **Global Footprint:** With strategically located offices and warehousing facilities in the US, UK, Germany, China, and UAE, we deliver worldwide solutions efficiently and reliably.
* **Cutting-Edge Testing:** Our proprietary Firmware Testing Environment Software and state-of-the-art test labs guarantee quality assurance for every product.
* **Expert Team:** Our 10+ certified engineers specialize in server, networking, VoIP, and security solutions, providing unmatched expertise and support.
* **Dedicated Support:** Personalized service is at the core of our operations, with dedicated account managers who understand your unique requirements.
* **Value-Added Partnerships:** We collaborate with leading IT manufacturers such as Dell, HP, Seagate, Microsoft, Oracle, Fortinet, and Lenovo to offer the latest technology at competitive prices.
* **Flexible Solutions:** Exclusive discounts for preferred clients, customized credit terms, and a focus on customer satisfaction set us apart in the industry.

**Our Services and Commitment**

* **Delivery Across the US:** We ensure fast and reliable delivery nationwide, with in-stock inventory ready to meet your urgent needs.
* **Customer Care:** From inquiry to warranty, our customer care team is here to assist you at every step, ensuring a seamless experience.
* **Product Variety:** Choose from new, refurbished, and EOL parts to suit your specific requirements and budget.

Discover the difference with Hardware - IT Solutions, where innovation meets reliability. Whether you're upgrading your IT infrastructure, enhancing your security, or looking for hard-to-find components, we’re here to make it happen.

**Privacy Policy**

This privacy notice for Hardware (doing business as Hardware) ("we," "us," or "our"), describes how and why we might collect, store, use, and/or share ( "process") your information when you use our services ("Services"), such as when you:

* Visit our website at [**[Website Link]**](https://harddiskdirect.com/), or any website of ours that links to this privacy notice
* Engage with us in other related ways, including any sales, marketing, or events

Questions or concerns? Reading this privacy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at **[Support Email]**.

SUMMARY OF KEY POINTS

This summary provides key points from our privacy notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our table of contents below to find the section you are looking for.

What personal information do we process? When you visit, use, or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use. Learn more about personal information you disclose to us.

Do we process any sensitive personal information? We do not process sensitive personal information.

Do we receive any information from third parties? We do not receive any information from third parties.

How do we process your information? We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so. Learn more about how we process your information.

In what situations and with which parties do we share personal information? We may share information in specific situations and with specific third parties. Learn more about when and with whom we share your personal information.

How do we keep your information safe? We have organizational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Learn more about how we keep your information safe.

What are your rights? Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information. Learn more about your privacy rights.

How do you exercise your rights? The easiest way to exercise your rights is by submitting a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa), or by contacting us. We will consider and act upon any request in accordance with applicable data protection laws.

Want to learn more about what we do with any information we collect? [Review the privacy notice in full.](https://docs.google.com/document/d/1mFOBIXmUSAfIy9Q_U_ixXP119kc95KB3ieOjuJRpLzI/edit#heading=h.2r2l0p8nfcwa)

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Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Services, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

Personal Information Provided by You. The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

* names
* phone numbers
* email addresses
* debit/credit card numbers
* billing addresses
* passwords
* usernames
* mailing addresses

SMS Communications:

* By providing your phone number and opting in, you consent to receive SMS messages from Hardware regarding updates, promotions, and other relevant information.
* We will collect and store your phone number securely and will only use it for the purposes stated above. You can opt-out of receiving SMS messages at any time by replying "STOP" to any message or by contacting our support team at **[Support Email]**
* We may use third-party services to send SMS messages on our behalf
* SMS opt-in or phone numbers collected for SMS purposes are not being shared.

Sensitive Information. We do not process sensitive information.

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number, and the security code associated with your payment instrument. All payment data is stored by Paytrace. You may find their privacy notice link(s) here: <https://paytrace.net/privacy/>.

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Services.

We automatically collect certain information when you visit, use, or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services, and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

* Log and Usage Data. Log and usage data is service-related, diagnostic, usage, and performance information our servers automatically collect when you access or use our Services and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type, and settings and information about your activity in the Services (such as the date/time stamps associated with your usage, pages and files viewed, searches, and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called "crash dumps "), and hardware settings).
* Device Data. We collect device data such as information about your computer, phone, tablet, or other device you use to access the Services. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model, Internet service provider and/or mobile carrier, operating system, and system configuration information.
* Location Data. We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Services. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. However, if you choose to opt out, you may not be able to use certain aspects of the Services.

1. HOW DO WE PROCESS YOUR INFORMATION?

In Short: We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

* To facilitate account creation and authentication and otherwise manage user accounts. We may process your information so you can create and log in to your account, as well as keep your account in working order.
* To deliver and facilitate delivery of services to the user. We may process your information to provide you with the requested service.
* To respond to user inquiries/offer support to users. We may process your information to respond to your inquiries and solve any potential issues you might have with the requested service.
* To fulfill and manage your orders. We may process your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.
* To save or protect an individual's vital interest. We may process your information when necessary to save or protect an individual’s vital interest, such as to prevent harm.

1. WHAT LEGAL BASES DO WE RELY ON TO PROCESS YOUR INFORMATION?

In Short: We only process your personal information when we believe it is necessary and we have a valid legal reason (i.e., legal basis) to do so under applicable law, like with your consent, to comply with laws, to provide you with services to enter into or fulfill our contractual obligations, to protect your rights, or to fulfill our legitimate business interests.

If you are located in the EU or UK, this section applies to you.

The General Data Protection Regulation (GDPR) and UK GDPR require us to explain the valid legal bases we rely on in order to process your personal information. As such, we may rely on the following legal bases to process your personal information:

* Consent. We may process your information if you have given us permission (i.e., consent) to use your personal information for a specific purpose. You can withdraw your consent at any time. Learn more about withdrawing your consent.
* Performance of a Contract. We may process your personal information when we believe it is necessary to fulfill our contractual obligations to you, including providing our Services or at your request prior to entering into a contract with you.
* Legal Obligations. We may process your information where we believe it is necessary for compliance with our legal obligations, such as to cooperate with a law enforcement body or regulatory agency, exercise or defend our legal rights, or disclose your information as evidence in litigation in which we are involved.
* Vital Interests. We may process your information where we believe it is necessary to protect your vital interests or the vital interests of a third party, such as situations involving potential threats to the safety of any person.

If you are located in Canada, this section applies to you.

We may process your information if you have given us specific permission (i.e., express consent) to use your personal information for a specific purpose, or in situations where your permission can be inferred (i.e., implied consent). You can withdraw your consent at any time.

In some exceptional cases, we may be legally permitted under applicable law to process your information without your consent, including, for example:

* If collection is clearly in the interests of an individual and consent cannot be obtained in a timely way
* For investigations and fraud detection and prevention
* For business transactions provided certain conditions are met
* If it is contained in a witness statement and the collection is necessary to assess, process, or settle an insurance claim
* For identifying injured, ill, or deceased persons and communicating with next of kin
* If we have reasonable grounds to believe an individual has been, is, or may be victim of financial abuse
* If it is reasonable to expect collection and use with consent would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province
* If disclosure is required to comply with a subpoena, warrant, court order, or rules of the court relating to the production of records
* If it was produced by an individual in the course of their employment, business, or profession and the collection is consistent with the purposes for which the information was produced
* If the collection is solely for journalistic, artistic, or literary purposes
* If the information is publicly available and is specified by the regulations

1. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

In Short: We may share information in specific situations described in this section and/or with the following third parties.

We may need to share your personal information in the following situations:

* Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
* When we use Google Maps Platform APIs. We may share your information with certain Google Maps Platform APIs (e.g., Google Maps API, Places API).

1. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

1. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than   the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

1. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

1. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: In some regions, such as the European Economic Area (EEA), United Kingdom (UK), Switzerland, and Canada, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the EEA, UK, Switzerland, and Canada), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; (iv) if applicable, to data portability; and (v) not to be subject to automated decision-making. In certain circumstances, you may also have the right to object to the processing of your personal information. You can make such a request by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE? " below.

We will consider and act upon any request in accordance with applicable data protection laws.

If you are located in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your [Member State data protection authority](https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm)or [UK data protection authority](https://ico.org.uk/make-a-complaint/data-protection-complaints/data-protection-complaints/).

If you are located in Switzerland, you may contact the [Federal Data Protection and Information Commissioner](https://www.edoeb.admin.ch/edoeb/en/home.html).

Withdrawing your consent: If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE? " below or updating your preferences.

However, please note that this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

Opting out of marketing and promotional communications: You can unsubscribe from our marketing and promotional communications at any time by clicking on the unsubscribe link in the emails that we send, or by contacting us using the details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE? " below. You will then be removed from the marketing lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

* Log in to your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our legal terms and/or comply with applicable legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services.

If you have questions or comments about your privacy rights, you may email us at **[Support Email]**.

1. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT ") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

1. DO UNITED STATES RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: If you are a resident of California, Colorado, Utah, Connecticut, or Virginia, you are granted specific rights regarding access to your personal information.

What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

We will use and retain the collected personal information as needed to provide the Services or for:

* Category B - As long as the user has an account with us
* Category G - As long as the user has an account with us

We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of:

* Receiving help through our customer support channels;
* Participation in customer surveys or contests; and
* Facilitation in the delivery of our Services and to respond to your inquiries.

How do we use and share your personal information?

Learn about how we use your personal information in the section, "HOW DO WE PROCESS YOUR INFORMATION? "

Will your information be shared with anyone else?

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Learn more about how we disclose personal information to in the section, " WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION? "

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling " of your personal information.

We have not disclosed, sold, or shared any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. We will not sell or share personal information in the future belonging to website visitors, users, and other consumers.

California Residents

California Civil Code Section 1798.83, also known as the "Shine The Light " law permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

CCPA Privacy Notice

This section applies only to California residents. Under the California Consumer Privacy Act (CCPA), you have the rights listed below.

The California Code of Regulations defines a "residents " as:

(1) every individual who is in the State of California for other than a temporary or transitory purpose and

(2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents. "

If this definition of "resident " applies to you, we must adhere to certain rights and obligations regarding your personal information.

Your rights with respect to your personal data

Right to request deletion of the data — Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation, or any processing that may be required to protect against illegal activities.

Right to be informed — Request to know

Depending on the circumstances, you have a right to know:

* whether we collect and use your personal information;
* the categories of personal information that we collect;
* the purposes for which the collected personal information is used;
* whether we sell or share personal information to third parties;
* the categories of personal information that we sold, shared, or disclosed for a business purpose;
* the categories of third parties to whom the personal information was sold, shared, or disclosed for a business purpose;
* the business or commercial purpose for collecting, selling, or sharing personal information; and
* the specific pieces of personal information we collected about you.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

Right to Non-Discrimination for the Exercise of a Consumer’s Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

Right to Limit Use and Disclosure of Sensitive Personal Information

We do not process consumer's sensitive personal information.

Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g., phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. However, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

Other privacy rights

* You may object to the processing of your personal information.
* You may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the information.
* You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
* You may request to opt out from future selling or sharing of your personal information to third parties. Upon receiving an opt-out request, we will act upon the request as soon as feasibly possible, but no later than fifteen (15) days from the date of the request submission.

To exercise these rights, you can contact us by submitting a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa), by email at **[Support Email]**, or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

Colorado Residents

This section applies only to Colorado residents. Under the Colorado Privacy Act (CPA), you have the rights listed below. However, these rights are not absolute, and in certain cases, we may decline your request as permitted by law.

* Right to be informed whether or not we are processing your personal data
* Right to access your personal data
* Right to correct inaccuracies in your personal data
* Right to request deletion of your personal data
* Right to obtain a copy of the personal data you previously shared with us
* Right to opt out of the processing of your personal data if it is used for targeted advertising, the sale of personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects ("profiling ")

To submit a request to exercise these rights described above, please email **[Support Email]** or submit a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa).

If we decline to take action regarding your request and you wish to appeal our decision, please email us at **[Support Email]**. Within forty-five (45) days of receipt of an appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions.

Connecticut Residents

This section applies only to Connecticut residents. Under the Connecticut Data Privacy Act (CTDPA), you have the rights listed below. However, these rights are not absolute, and in certain cases, we may decline your request as permitted by law.

* Right to be informed whether or not we are processing your personal data
* Right to access your personal data
* Right to correct inaccuracies in your personal data
* Right to request deletion of your personal data
* Right to obtain a copy of the personal data you previously shared with us
* Right to opt out of the processing of your personal data if it is used for targeted advertising, the sale of personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects ("profiling ")

To submit a request to exercise these rights described above, please email **[Support Email]** or submit a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa).

If we decline to take action regarding your request and you wish to appeal our decision, please email us at **[Support Email]**. Within sixty (60) days of receipt of an appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions.

Utah Residents

This section applies only to Utah residents. Under the Utah Consumer Privacy Act (UCPA), you have the rights listed below. However, these rights are not absolute, and in certain cases, we may decline your request as permitted by law.

* Right to be informed whether or not we are processing your personal data
* Right to access your personal data
* Right to request deletion of your personal data
* Right to obtain a copy of the personal data you previously shared with us
* Right to opt out of the processing of your personal data if it is used for targeted advertising or the sale of personal data

To submit a request to exercise these rights described above, please email **[Support Email]** or submit a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa).

Virginia Residents

Under the Virginia Consumer Data Protection Act (VCDPA):

"Consumer " means a natural person who is a resident of the Commonwealth acting only in an individual or household context. It does not include a natural person acting in a commercial or employment context.

"Personal data " means any information that is linked or reasonably linkable to an identified or identifiable natural person. "Personal data " does not include de-identified data or publicly available information.

"Sale of personal data " means the exchange of personal data for monetary consideration.

If this definition of "consumer " applies to you, we must adhere to certain rights and obligations regarding your personal data.

Your rights with respect to your personal data

* Right to be informed whether or not we are processing your personal data
* Right to access your personal data
* Right to correct inaccuracies in your personal data
* Right to request deletion of your personal data
* Right to obtain a copy of the personal data you previously shared with us
* Right to opt out of the processing of your personal data if it is used for targeted advertising, the sale of personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects ("profiling ")

Exercise your rights provided under the Virginia VCDPA

You may contact us by email at **[Support Email]** or submit a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa).

If you are using an authorized agent to exercise your rights, we may deny a request if the authorized agent does not submit proof that they have been validly authorized to act on your behalf.

Verification process

We may request that you provide additional information reasonably necessary to verify you and your consumer's request. If you submit the request through an authorized agent, we may need to collect additional information to verify your identity before processing your request.

Upon receiving your request, we will respond without undue delay, but in all cases, within forty-five (45) days of receipt. The response period may be extended once by forty-five (45) additional days when reasonably necessary. We will inform you of any such extension within the initial 45-day response period, together with the reason for the extension.

Right to appeal

If we decline to take action regarding your request, we will inform you of our decision and reasoning behind it. If you wish to appeal our decision, please email us at **[Support Email]**. Within sixty (60) days of receipt of an appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If your appeal is denied, you may contact the [Attorney General to submit a complaint](https://www.oag.state.va.us/consumer-protection/index.php/file-a-complaint).

1. DO WE MAKE UPDATES TO THIS NOTICE?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised " date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

1. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at **[Support Email]** or contact us by post at:

Hardware

**[Address]**

United States

1. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it. To request to review, update, or delete your personal information, please fill out and submit a [data subject access request](https://app.termly.io/notify/26c35adb-251e-4188-b7a1-3cf2d56679fa).

**RETURN POLICY**

Thank you for your purchase. We hope you are happy with your purchase. However, if you are not completely satisfied with your purchase for any reason, you may return it to us for a full refund or an exchange. Please see below for more information on our return policy.

**RETURNS**

All returns must be postmarked within thirty (30) days of the purchase date. All returned items must be in unused condition, with all original tags and labels attached.

**RETURN PROCESS**

To return an item, please **[click here]** and fill out the RMA form or send an email to **[Email]**to obtain a Return Merchandise Authorization (RMA) number.

After receiving a RMA number, place the item securely in its original packaging and include your proof of purchase, then mail your return to the following address:

Hardware

Attn: Returns

RMA #

**[Return Address]**

United States

Please note, you will be responsible for all return shipping charges. We strongly recommend that you use a trackable method to mail your return.

**REFUNDS**

After receiving your return and inspecting the condition of your item, we will process your return or exchange. Please allow at least ten (10) days from the receipt of your item to process your return or exchange. We will notify you by email when your return has been processed.

**EXCEPTIONS**

For defective or damaged products, please contact us at the contact details below to arrange a refund or exchange.

**Please Note**

* A 25% restocking fee will be charged for all returns.
* Hardware reserves the right to charge a 50% restocking fee if any of the following conditions apply:
* Missing or Replaced Components: The components of the package are missing or have been replaced.
* Defective/DOA items: If you receive a product that doesn't work or is dead on arrival, we'll send you a replacement at no extra cost. However, if we find that the item is working correctly, a 50% RMA (Return Merchandise Authorization) fee will be charged
* Post-Warranty RMA Eligibility: RMA claims after the warranty period may not be available to all customers. However, some customers may become eligible for RMA under specific circumstances, typically within 30 to 45 days.
* Damaged or Tampered Packaging: The original packaging is damaged or tampered with.

The following factors may lead to a denial of replacement:

* Mismatch with RMA Form: The item does not match what was listed in the RMA form.
* Physical Damage or Tampering: The product has been tampered with or is physically damaged.

**QUESTIONS**

If you have any questions concerning our return policy, please contact us at:

**[Phone]**

**[Email**

**Warranty Info**

Except for the warranties explicitly stated in this document, Hardware makes no other representations or warranties, either express or implied, about any products sold. This includes disclaiming any implied warranties of merchantability or fitness for a particular purpose. Any warranties arising from trade usage, the course of dealing, or the course of performance are also expressly disclaimed. Hardware serves as a distributor and reseller, not as a manufacturer of the products sold.

**Refurbished Product Warranty**: All certified refurbished products listed on Hardware come with a 90-day replacement policy. If a refund is your preferred route, please note that the warranty coverage is 30 days from the order receiving date. *Further details about returns in return section*

**Manufacturer Warranty**: Some products sold at Hardware come with 1+ year manufacturer warranty, covering returns, replacements, and support. Hardware will pass on these warranties to you, the customer. For any warranty claims or support, please contact the manufacturer directly, following their terms and conditions. Manufacturer warranties may vary by category, and some items cannot be returned once their packaging is opened, like sealed retail boxed items.

**Service Expectations:**You expressly acknowledge that Hardware offers no guarantees that its services will: (a) Align with your requirements; (b) Be continuous, prompt, secure, or free from errors; (c) Satisfy your expectations; (d) Correct any software/program errors.

**User Responsibility:**Any materials downloaded or acquired through the use of Hardware services are at your sole discretion and risk. You bear complete responsibility for any damage to your computer system or data loss resulting from such activities. No advice or information obtained from Hardware, whether oral or written, shall create any warranty not explicitly mentioned in these terms and conditions.

**Limitation of Liability:**Under no circumstances shall Hardware be held responsible for any direct, indirect, incidental, special, punitive, or consequential damages, whether resulting from the use, misuse, or inability to use any product purchased from Hardware. This applies irrespective of the basis of the liability claim and whether Hardware had been advised of the potential for such damages or loss.

**Exclusions:**Hardware disclaims all responsibility for any personal injuries or property damage potentially resulting from the use of products/services purchased, including, but not limited to, applications in military, medical, traffic control, disaster prevention, or any related equipment.

1. Missing memory or flash cards resulting in faults
2. Software-related issues (which will incur additional charges)
3. Any customer-induced damage or alterations
4. Parts not supplied by Hardware
5. Misuse, unauthorized repairs, or modifications
6. Natural or human-made disasters affecting the product
7. Malfunctions due to unauthorized or self-compiled software
8. Virus infections because of inadequate maintenance
9. Issues due to non-standard expansion cards

Please report any damages that occurred during transit within 2 working days of delivery, and provide pictures as documentation. All valid claims will be processed upon receipt of the returned component(s). Maintain the warranty card along with a copy of the invoice for all warranty claims

For more information or if you have questions, you can reach us at:

* **Telephone**: **[Phone]**
* **Email**: **[Support Email]**

**Shipping**

**Tracking Your Package**

**Why Isn't My Tracking Number Working?**

If you're experiencing issues with your tracking number, it's possible that one of your packages has been separated from the rest of your order. We recommend waiting a few days for all your items to arrive. Should you encounter any inconsistencies, please inform our shipping department so we can assist you. For packages that may have been damaged during transit, please reach out to the carrier directly for resolution.

**Scheduling and Delivery Concerns**

**How Can I Reschedule My Delivery Time with FedEx and DHL?**

If you find that the delivery time is inconvenient, refer to the Info Notice you've received. This document often provides options for rescheduling your delivery. You can leave this notice for the delivery driver with further instructions or use the carrier's online platform to make changes to the delivery time or location.

**International Shipping**

**Does Hardware Ship Internationally?**

Hardware handles international shipments utilizing DHL and FedEx International. However, customers are responsible for any customs and duties applicable to their orders.

**APO/FPO Addresses**

**Can I Ship to an APO or FPO Address?**

Hardware does ship to APO and FPO addresses. However, due to limitations, the delivery time for these orders can range from 5 to 10 working days. We appreciate your understanding and patience.

**Contacting Shipping Carriers**

**How Do I Contact FedEx, DHL, or UPS?**

* FedEx: 1-800-463-3339 |[FedEx Website](http://www.fedex.com/)
* DHL: 1-800-225-5345 |[DHL Website](https://www.dhl.com/)

**Free Standard Shipping**

**What Does Free Standard Shipping Include?**

Orders are typically processed within 1-3 days and are delivered within 4-6 business days once processed. Please note that free shipping is not available to Alaska and Hawaii. We partner with FedEx, DHL, and USPS for this service, and deliveries are made between 8 a.m. and 8 p.m. for ground shipments, based on the destination's distance

**Shipping Times and Cut-Off**

Items ordered before 2pm PST will be shipped on the same day; otherwise, they will be dispatched the following day.

**Navigating Your Delivery Choices and Deadlines**

When placing an order with Hardware, you have an array of shipping options to fit your needs. Here’s a breakdown of each, along with the final order time (PST) to ensure same-day processing:

* **Quick Arrival (3-7 Days)**: Available exclusively in the U.S. Orders must be placed by 2 p.m. PST.
* **Speedy 3-Day Transit**: Only for U.S. destinations. Make sure to finalize your order by 2 p.m. PST.
* **Faster 2-Day Option**: For those in a rush, available in the U.S. Final orders must be in by 2 p.m. PST.
* **Next-Day Standard**: Overnight delivery within the U.S. Orders should be finalized by 2 p.m. PST.
* **Priority Next-Day**: Want it extra fast? Get it by 10:30 a.m. the next day in the U.S. Confirm your order by 2 p.m. PST.
* **Global Deliveries**: We offer international shipping through FedEx International and DHL. 2 p.m. PST is the cut-off.
* **Military Addresses (APO/FPO)**: Sent via Registered Mail. Timing can vary.
* **Canadian and Puerto Rican Orders**: Using FedEx International or DHL with a 2 p.m. PST cut-off.
* **Weekend Arrival**: Place your order by 12 p.m. PST on Friday for Saturday delivery options.

For special shipping needs beyond these options, please contact our sales department at **[Phone]**.

**Shipping Delays**

We do not process or ship orders on weekends or major holidays. While we strive to ship orders the same day, we cannot guarantee this.

**Missing Items**

If you find an item missing from your order, please contact Hardware Shipping Support Staff at **[Phone]**.

**Tax Exempt**

This Tax-Exempt policy aims to outline the procedure and requirements needed to get tax exemptions on purchases with Hardware.

**State Tax Exemption:**Tax exemptions for purchases are applicable in most states, but California is an exception. In California, a state-level sales tax of up to 9.5% may apply to purchases, with the specific rate potentially varying within different counties of the state.

**Nonprofit Organizations:**Charitable organization, religious group, educational institution, or another form of nonprofit could be eligible for tax-exempt purchases.

**Government Entities:**Federal and state governmental organizations may qualify for tax exemptions when acquiring goods and services through Hardware.

**Resellers:**Businesses engaged in the resale of products may also be eligible for tax-exempt status, provided that all necessary documentation is submitted.

**Application Procedure**

**New Customers:**

1. **Create an Account**: If you are a new customer, you'll need to first create an account on our website. This account will serve as your main interface for submitting tax exemption requests.
2. **Compile Necessary Documents**: Before applying for tax exemption, gather the required certificates or forms that establish your organization tax-exempt status.
3. **Document Submission**: Once your account is active and your documents are in order, please email them to **[Support Email]**. Include your account information or order number for reference.
4. **Assessment**: Our dedicated team will review your documents during regular business hours.
5. **Approval Notification**: After your tax-exempt status is confirmed, we will notify you via email, and your account will be updated.
6. **Immediate Implementation**: All new orders will automatically reflect your tax-exempt status, and any taxes previously charged will be refunded.

**Returning Customers:**

* **Sustaining Tax-Exempt Status**: If you're a returning customer who has already obtained tax-exempt status, the process is much simpler.
* **Renewing Documentation**: Should your tax-exempt status change or the documents expire, please submit updated paperwork to maintain compliance.

**For Multi-Jurisdictional Exemptions:**

* **Multi-State Submissions**: If your organization operates in multiple states, please provide appropriate documentation for each applicable state.
* **Order Specifics**: During the checkout process, specify the state for which you need the tax exemption.
* **Ongoing Regulation Compliance**: We will keep your documents on file and apply tax exemptions as appropriate for future orders, ensuring compliance across different jurisdictions.

**Payment Methods**

We accept the following forms of payment:

1. Credit Cards
   * Visa
   * MasterCard
   * American Express
   * Discover
2. Bank Transfers / Wire Transfer
3. Net Credit

**Payment Methods Not Accepted:**

We do not accept payments through Paypal, checks or cash on delivery.

**Contact Information:**

You can reach us through the following contact methods:

**Phone Number:**

**Address:**

Email: **[Support Email]**

**Terms and Conditions**

**AGREEMENT TO OUR LEGAL TERMS**

We are Hardware, doing business as Hardware ("Company," "we," "us," "our"), a company registered in California, United States at **[Address]**, .

We operate the website [**[Website Link]**](https://harddiskdirect.com/) (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at **[Phone #]**, email at **[Support Email]**, or by mail to **[Address]** United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Hardware, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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29. **OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

1. **INTELLECTUAL PROPERTY RIGHTS**

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

* access the Services; and
* download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: **[Support Email]**. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

* confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
* to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
* warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
* warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party’s intellectual property rights, or (c) applicable law.

1. **USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

1. **USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

1. **PRODUCTS**

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

1. **PURCHASES AND PAYMENT**

We accept the following forms of payment:

-  Visa

-  Mastercard

-  American Express

-  Discover

-  Wire Transfer

-  Net Credit

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

1. **RETURN POLICY**

Please review our Return Policy posted on the Services prior to making any purchases.

1. **PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

* Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
* Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
* Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
* Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
* Use any information obtained from the Services in order to harass, abuse, or harm another person.
* Make improper use of our support services or submit false reports of abuse or misconduct.
* Use the Services in a manner inconsistent with any applicable laws or regulations.
* Engage in unauthorized framing of or linking to the Services.
* Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
* Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
* Delete the copyright or other proprietary rights notice from any Content.
* Attempt to impersonate another user or person or use the username of another user.
* Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
* Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
* Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
* Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
* Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
* Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
* Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
* Use a buying agent or purchasing agent to make purchases on the Services.
* Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
* Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
* Use the Services to advertise or offer to sell goods and services.
* Sell or otherwise transfer your profile.

1. **USER GENERATED CONTRIBUTIONS**

The Services does not offer users to submit or post content.

1. **CONTRIBUTION LICENSE**

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

1. **GUIDELINES FOR REVIEWS**

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

1. **THIRD-PARTY WEBSITES AND CONTENT**

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

1. **ADVERTISERS**

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

1. **SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

1. **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy: [**[Website Link]/privacy policy**](https://harddiskdirect.com/privacy-policy). By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

1. **TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

1. **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

1. **GOVERNING LAW**

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

1. **DISPUTE RESOLUTION**

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in Fremont, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose.

1. **CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

1. **DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

1. **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

1. **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys’ fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

1. **USER DATA**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

1. **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

**MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or with respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

1. **CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Hardware

**[Address]** United States

Phone: **[Phone #]**

**[Support Email]**

**DISCLAIMER**

WEBSITE DISCLAIMER

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TESTIMONIALS DISCLAIMER

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.