

**EPSON®**

# **Notices**



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# Notices

Check these sections for important notices about your projector.

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## Recycling (U.S. and Canada)

Epson offers a recycling program for end of life products. Please go to [this site](#) for information on how to return your products for proper disposal.

**Parent topic:** [Notices](#)

## Important Safety Information

**Caution:** Never look into the projector lens when the lamp is turned on; the bright light can damage your eyes. Never let children look into the lens when it is on. Never open any cover on the projector, except the lamp and filter covers. Dangerous electrical voltages inside the projector can severely injure you. Except as specifically explained in the *User's Guide*, do not attempt to service this product yourself. Refer all servicing to qualified service personnel.

**Warning:** The projector and its accessories come packaged in plastic bags. Keep plastic bags away from small children to avoid any risk of suffocation.

**Caution:** When you replace the lamp, never touch the new lamp with your bare hands; the invisible residue left by the oil on your hands may shorten the lamp life. Use a cloth or glove to handle the new lamp.

## Important Safety Instructions

Follow these safety instructions when setting up and using the projector:

- Do not look into the lens when the projector is on. The bright light can damage your eyes. Avoid standing in front of the projector so you do not block the projected image and the bright light does not shine into your eyes. Be especially careful if children are around. Do not look into the lens using optical devices such as loupes or telescopes.
- Do not place any flammable objects in front of the projector lens, otherwise, a fire may occur.
- Do not touch the lens with bare hands. You may not be able to project clearly if the surface of the lens is smeared with fingerprints or oil.
- Do not place the projector on an unstable cart, stand, or table or on a surface that is unable to support its weight. Otherwise, it could fall or topple causing damage, deformation or an accident and injury.
- Route any cords or cables so that they are out of the way; otherwise people may trip and fall or injure themselves.
- If you use the projector tilted at an angle of more than 30°, it could be damaged and cause an accident.
- Installing the projector on the ceiling or on a wall requires specialist knowledge. If installation work is not carried out correctly, the projector could fall down. This may result in injury or accidents. Contact your dealer to carry out the installation work.
- Failure to install the ceiling mount and projector correctly may cause the projector to fall. After installing the specific Epson mount that supports your projector, make sure you secure the mount to all of the projector's ceiling mount fixing points. Also, secure the projector and the mounts using wire that is strong enough to hold their weight.
- When installing the projector in a high position, take measures to prevent it from falling by using wires to ensure safety in an emergency, such as an earthquake, and to prevent accidents. If the projector is not installed correctly, the projector could fall. This may result in injury or accidents.
- Do not install in locations where salt damage could occur, or in locations subject to corrosive gas such as sulphuric gas from hot springs. Otherwise, corrosion could cause the projector to fall. It could also cause the projector to malfunction.
- When installing or adjusting a ceiling or wall mount, do not use adhesives to prevent the screws from loosening and do not use oils or lubricants. This may cause the projector case to crack and the projector to fall from its ceiling mount. This could cause serious injury to anyone under the mount and could damage the projector.

- When installing or adjusting a ceiling mount, do not use adhesives to prevent the screws from loosening and do not use oils or lubricants. This may cause the projector case to crack and the projector to fall from its ceiling mount. This could cause serious injury to anyone under the mount and could damage the projector.
- Do not install the projector in locations exposed to high humidity and dust, such as on a kitchen counter, in the kitchen, or near a humidifier, or in locations exposed to oil smoke or steam. Doing so could cause fire or electric shock.
- Do not use the projector near water, sources of heat, high-voltage electrical wires, or sources of magnetic fields. These may interfere with correct operation.
- Do not use a power source with a voltage other than those specified in the *User's Guide*.
- Use the type of power source indicated on the projector. Use of a different power source may result in fire or electric shock. If you are not sure of the power available, consult your dealer or power company.
- Place the projector near a wall outlet where the plug can be easily unplugged.
- Take the following precautions when handling the plug: Do not hold the plug with wet hands. Do not insert the plug into a dusty outlet. Insert the plug firmly into the outlet. Do not pull the power cord when disconnecting the plug; always be sure to hold the plug when disconnecting it. Do not overload wall outlets, extension cords, or power strips. Do not modify the plug. Failure to comply with these precautions could result in fire or electric shock.
- Do not place the projector where the cord can be walked on. This may result in fraying or damage to the plug.
- Unplug the projector from the wall outlet and allow to cool before cleaning. This avoids electric shock during cleaning. Use a dry cloth (or, for stubborn dirt or stains, a moist cloth that has been wrung dry) for cleaning. Do not use liquid or aerosol cleaners, any sprays containing flammable gas, or solvents such as alcohol, paint thinner, or benzine. Water infiltration or deterioration and breakage of the projector housing could result in electric shock.
- Do not block the slots and openings in the projector case. They provide ventilation and prevent the projector from overheating. If the vents are covered, the internal temperature could rise and cause a fire. Do not place the projector in locations subject to high temperatures, such as near heating equipment. Do not operate the projector on a sofa, rug, or other soft surface, or set it on top of loose papers. Do not cover the projector with a blanket, curtain, or tablecloth. If you are setting up the projector near a wall, leave at least 7.9 inches (20 cm) of space between the wall and the projector.
- Do not operate the projector in badly ventilated or narrow places, such as in a closet, AV rack, or book case.
- Do not operate the projector in a closed-in cabinet or airtight location unless proper ventilation is provided. If the location is not sufficiently ventilated, hot exhaust from the projector will accumulate and could trigger the projector's built-in protection circuits, and the projector may malfunction.

- For projectors with air intake vents at the bottom, do not place anything under the projector, such as cloth or paper. If these are pulled to the air intake vent during projection, the internal temperature could rise and cause a fire.
- Never allow objects of any kind to enter any openings in the projector. Do not leave objects, especially flammable objects, near the projector. Do not place any containers of liquid or chemicals on top of the unit. Never spill liquid of any kind into the projector. Fire or electric shock may result.
- Do not insert or drop metal, flammable, or foreign objects into the projector's vents or openings nor leave them nearby. Doing so may result in fire, electric shock, or burns.
- Do not use or store the projector in locations where it will be subject to dust or dirt. Otherwise, the quality of the projected image may decline, or the air filter may become clogged, resulting in a malfunction or fire.
- Follow the maintenance schedule for this projector. If the interior of the projector has not been cleaned for a long time, dust may build up, which could cause the internal temperature of the projector to rise, resulting in malfunctions, early deterioration of optical parts, and even fire or electric shock. Replace your air filter periodically and contact your dealer to clean the interior of the projector, as needed.
- Do not store the projector outdoors for an extended length of time.
- Except as specifically explained in the *User's Guide*, do not attempt to service this product yourself. Refer all servicing to qualified personnel. Opening or removing covers may expose you to dangerous voltages and other hazards.
- Never open any covers on the projector except as specifically explained in the *User's Guide*. Never attempt to disassemble or modify the projector (including consumables). Refer all repairs to qualified service personnel. Electrical voltages inside the projector can cause fire, electrical shock, or serious injury to occur.
- Unplug the projector from the wall outlet and refer servicing to qualified service personnel under the following conditions: if it does not operate normally when you follow the operating instructions, or exhibits a distinct change in performance; if smoke, strange odors, or strange noises come from the projector; if the power cord or plug is damaged or frayed; if liquid or foreign objects get inside the projector, or if it has been exposed to rain or water; if it has been dropped or the housing has been damaged. Continuing to use the projector under these conditions may result in fire, electric shock, or even damage to your eyesight. Do not try to repair this projector yourself. Place the projector near an easily accessible outlet so that the plug can be unplugged immediately when an error occurs.
- Do not touch the plug during an electrical storm. Otherwise, you may receive an electric shock.
- Unplug the projector when it will not be used for extended periods. The insulation may deteriorate, which may result in fire.
- Do not use the projector where it may be exposed to rain, water, or excessive humidity. Fire or electric shock may result.

- Do not use or store the projector where it may be exposed to smoke, steam, corrosive gases, excessive dust, vibration, or shock.
- Do not use the projector in places where chlorine and mineral components contained in tap water may be atomized, particularly near ultrasonic humidifiers; otherwise, malfunctions may result or the quality of the projected image may decline.
- Do not use or store the projector in places where smoke from oil or cigarettes may be present, as it can adversely affect the quality of the projected images.
- Do not use the projector where flammable or explosive gases may be present.
- Do not use sprays containing a flammable gas to remove dirt or dust from parts such as the lens or the air filter. The inside of the projector can get very hot during use and the gases may ignite, resulting in a fire. Use a vacuum or hand-operated air blower to remove dirt or dust that has adhered to parts such as the lens or the air filter.
- Do not use or store the projector or remote control with its batteries in a hot location, such as near a heater, in direct sunlight, or in a closed vehicle. Thermal deformation or technical malfunction may occur, which may result in a fire.
- Check the specifications for the power cable. Using an inappropriate power cable could result in fire or electric shock. The power cable supplied with the projector is intended to comply with power supply requirements for the country of purchase. If you use the projector in the country where it was purchased, only use the power cable that came with the projector.
- If you use the projector in a country other than where you purchased it, use the correct power cord for that country.
- Do not stand on the projector or place heavy objects on it. You may fall over, resulting in injury and damage to the projector.
- Do not use the projector outside of the required temperature range below:

41 to 104 °F (5 to 40 °C) at an altitude of 7,500 feet (2286 m) or less, or 41 to 95 °F (5 to 35 °C) at an altitude of 7,503 to 10,000 feet (2,287 to 3,048 m)

Doing so may cause an unstable display and could lead to projector damage. Do not use or store the projector where it may be exposed to sudden changes in temperature.

- Do not use or store the projector in places where it might be subjected to high and low extremes of temperature.
- Do not store the projector outside of the required temperature range of 14 to 140 °F (–10 to 60 °C) or in direct sunlight for long periods of time. Doing so may cause damage to the case.
- Store the projector in a dry location.

- Do not place anything that can become warped or damaged by heat near the exhaust vents. Do not bring your hands or face close to the vents while projection is in progress. Do not bring your face close to the projector while it is in use. Hot air from the exhaust vents could cause burns, warping, or other damage to property.
- Before you move the projector, make sure its power is turned off, the plug is disconnected from the outlet, and all cables are disconnected. Fire or electric shock may result.
- Never try to remove the lamp immediately after use because it will be extremely hot. Before removing the lamp, turn off the power and wait at least an hour to allow the lamp to cool completely.
- Do not place the source of an open flame, such as a lit candle, on or near the projector.
- During projection, do not block the light from the projector with a book or other objects. If the light from the projector is blocked, the area on which the light shines becomes hot which could cause it to melt, burn, or start a fire. Also, the lens may get hot due to the reflected light which could cause the projector to malfunction. To stop projection, use the A/V Mute or Shutter function, or turn off the projector.
- Do not modify the power cord. Do not place heavy objects on top of the power cord or bend, twist, or pull it excessively. Keep the power cord away from hot electrical appliances. Do not tie the power cord to other cables. Do not use the power cord if it is damaged. Fire or electric shock may result. Contact your dealer if the cable becomes damaged.
- Always lower the volume before turning off the projector. Turning on the projector with the volume too high can damage your ears. Gradually increase the volume after turning on the projector.
- When a still image is displayed for a long time, image retention may occur on the screen. Do not display images in the exact same position for long periods.
- For projectors with a lens cover, always close or attach the lens cover to the lens when not using the projector to prevent the lens from becoming dirty or damaged.
- Incorrect battery usage may cause leakage of battery fluid and battery rupture, which could result in fire, injury, or corrosion. When replacing batteries, take the following precautions: insert batteries so that the polarities (+ and -) are correct; do not use batteries of different types or mix old and new batteries; do not use any batteries other than those specified in the *User's Guide*; if batteries leak, wipe away battery fluid with a soft cloth and replace them with new batteries; if battery fluid gets on your hands, wash them immediately; replace the batteries as soon as they run out; remove the batteries if you will not be using the projector for a long period of time; do not expose batteries to heat or flame and do not put them in water; dispose of used batteries according to local regulations; keep batteries out of the reach of children. Batteries are choking hazards and are very dangerous if swallowed. If a battery is swallowed, seek medical attention immediately.
- Remove the batteries from the remote control before storing the projector. If the batteries are left in the remote control for long periods, they may leak.

- Do not disassemble the projector when disposing of it. Dispose of the projector according to your local or national laws and regulations.
- Do not beam any lasers into the projector. If a high-powered laser is beamed through the surface of the projection lens, it can cause a malfunction. Use non-permeable and incombustible metal plates, such as aluminum or iron, to block lasers and protect the projection lens, if needed.
- A mercury lamp with high internal pressure is used as the projector's light source. If the lamp is subjected to vibrations or shocks, or if it is used for an overly extended length of time, the lamp may break or it may not turn on. Do not look into the vents. If the lamp explodes, gases may escape and small fragments of glass may be scattered which could cause an injury. Be sure to observe the instructions below.
  - Do not disassemble or damage the lamp or subject it to any impacts.
  - Do not bring your face close to the projector while it is in use.
  - Do not swing or tilt the projector. Shards of glass may fall out and could cause an injury. Be very careful not to allow such pieces of glass to enter your eyes or mouth.
  - If the lamp breaks, ventilate the area immediately and contact a doctor if any fragments of broken glass are inhaled or get into your eyes or mouth.

**Note:**  The lamp(s) in this product contain mercury. Please consult your state and local regulations regarding disposal or recycling. Do not put in the trash.

[Restriction of Use](#)

**Parent topic:** [Notices](#)

## Restriction of Use

When this product is used for applications requiring high reliability/safety such as transportation devices related to aviation, rail, marine, automotive; disaster prevention devices; various safety devices; or functional/precision devices, you should use this product only after giving consideration to including fail-safes and redundancies into your design to maintain safety and total system reliability.

Because this product was not intended for use in applications requiring extremely high reliability/safety such as aerospace equipment, main communication equipment, nuclear power control equipment, or medical equipment related to direct medical care, please make your own judgment on this product's suitability after a full evaluation.

**Parent topic:** [Important Safety Instructions](#)

## Transporting the Projector

The projector contains precision parts, some of which are glass. Follow these guidelines to transport, ship, or store the projector safely:

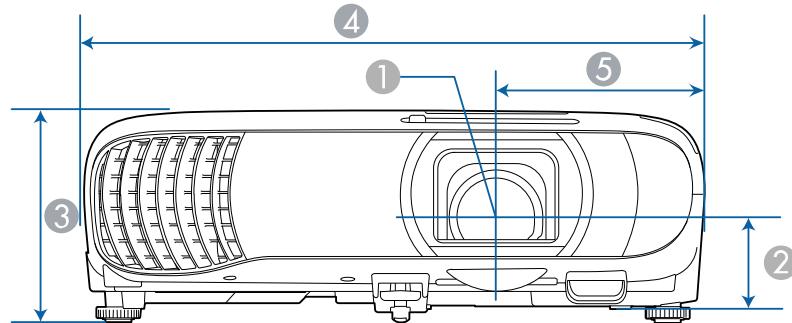
- Make sure the projector is turned off, the power indicator is blue (but not flashing), and the status indicator is off, then unplug the power cord.
- Close the lens cover to protect the lens.
- Remove any equipment connected to the projector.
- Use a carrying case to hand-carry the projector.
- When transporting the projector a long distance or as checked luggage, place it in a carrying case. Then pack the case in a firm box with cushioning around it and mark the box "Fragile."
- When shipping the projector for repairs, place it in its original packing materials, if possible, or use equivalent materials with cushioning around the projector. Mark the box "Fragile."

**Note:** Epson shall not be liable for any damages incurred during transportation.

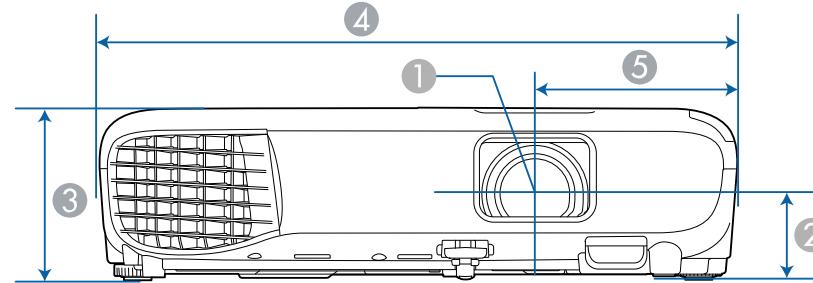
**Parent topic:** [Notices](#)

## Projector Dimension Specifications for Mounting

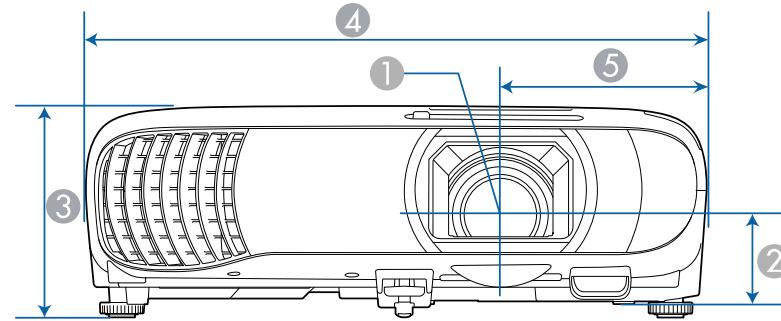
**EX9270**



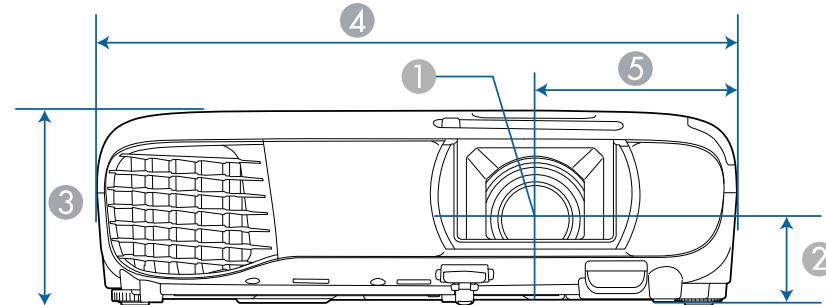
**EX3290**



**Home Cinema 980**

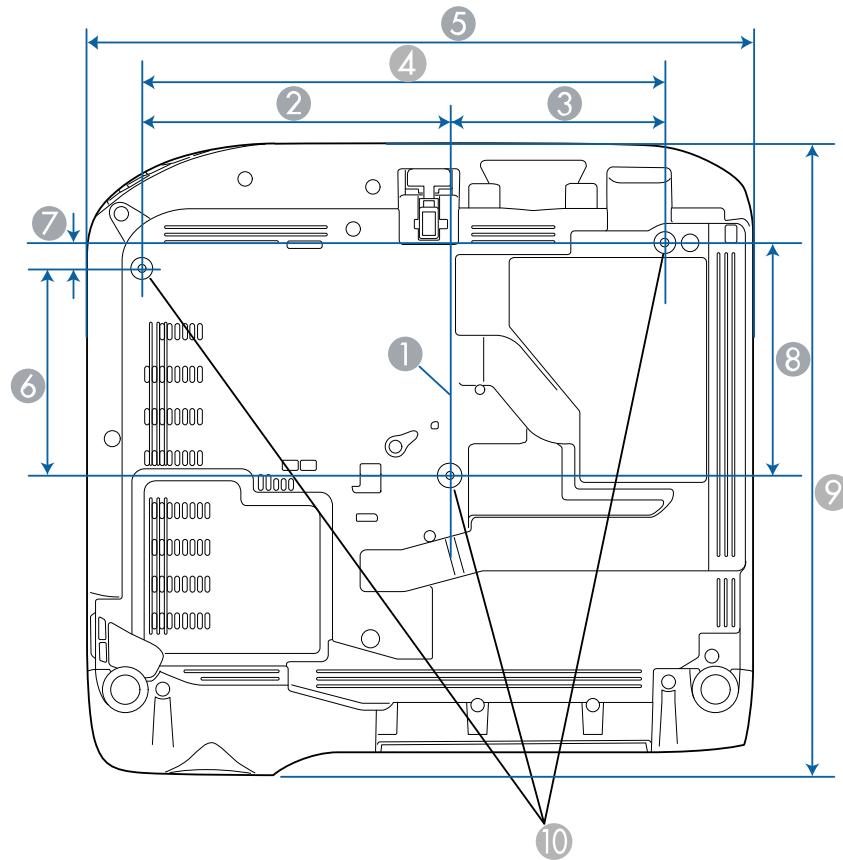


**Home Cinema 1100**

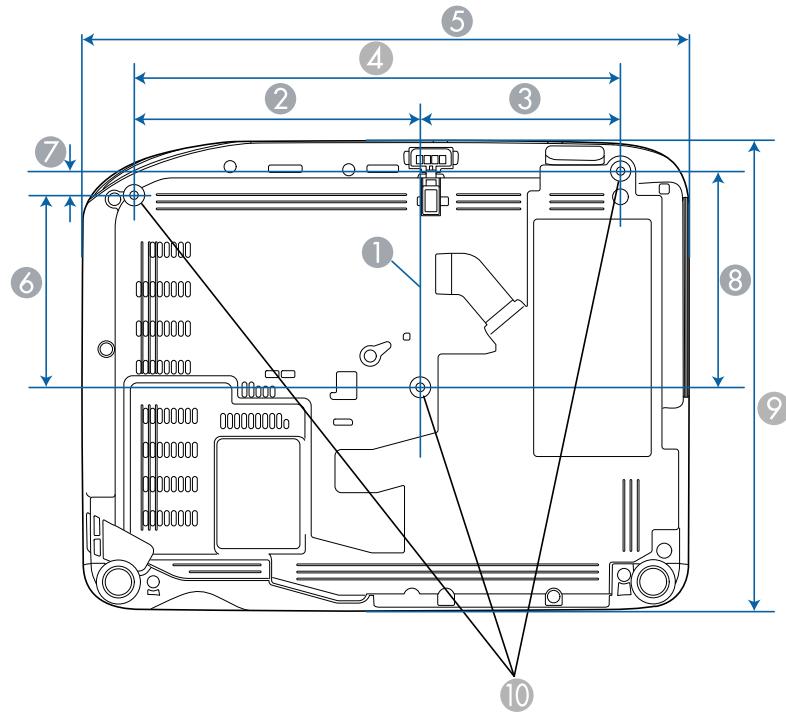


- 1 Center of lens
- 2 Distance from center of lens to suspension bracket fixing point:  
Home Cinema 1100: 1.6 inches (39.8 mm)  
EX9270: 1.8 inches (45.3 mm)  
EX3290: 1.5 inches (39.5 mm)  
Home Cinema 980: 1.8 inches (44.8 mm)
- 3 Home Cinema 1100: 3.6 inches (92 mm)  
EX9270/Home Cinema 980: 4.1 inches (105 mm)  
EX3290: 3.2 inches (82 mm)
- 4 EX3290/Home Cinema 1100: 11.9 inches (302 mm)  
EX9270/Home Cinema 980: 12.2 inches (309 mm)
- 5 EX3290/Home Cinema 1100: 3.8 inches (95.5 mm)  
EX9270/Home Cinema 980: 4.0 inches (102.5 mm)

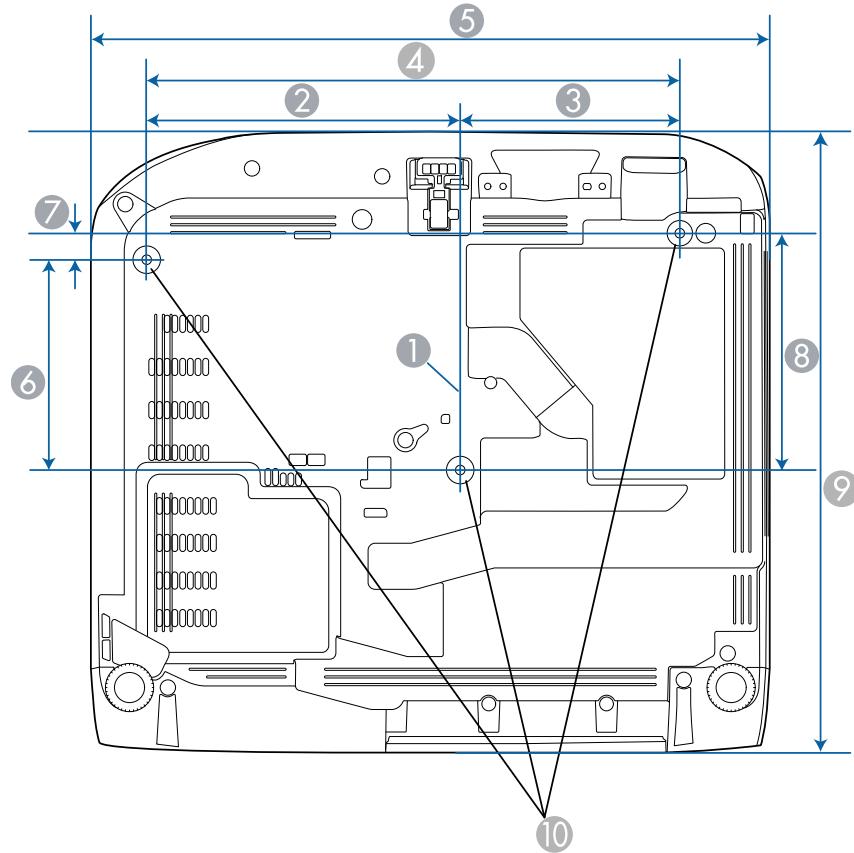
**EX9270**



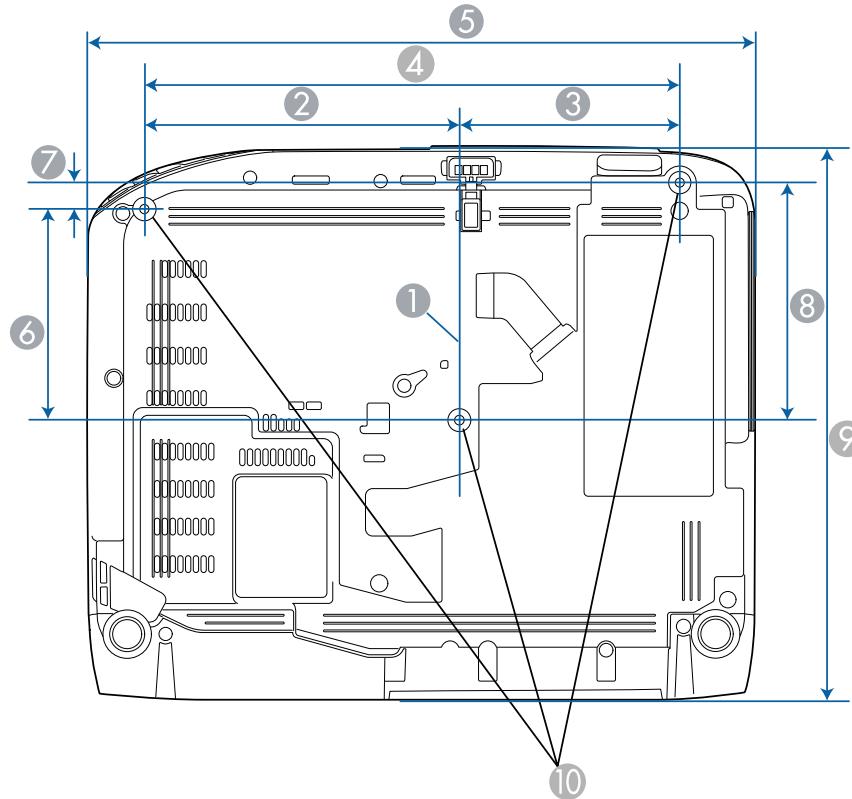
**EX3290**



## Home Cinema 980



## Home Cinema 1100



- 1 Center of lens
- 2 5.6 inches (142.4 mm)
- 3 3.9 inches (99.6 mm)
- 4 9.5 inches (242 mm)
- 5 EX3290/Home Cinema 1100: 11.9 inches (302 mm)  
EX9270/Home Cinema 980: 12.2 inches (309 mm)
- 6 3.8 inches (95.5 mm)
- 7 0.5 inch (12 mm)

- 8 4.2 inches (107.5 mm)
- 9 Home Cinema 980: 11.1 inches (282 mm)  
EX9270: 11.5 inches (292.5 mm)  
EX3290: 9.2 inches (234 mm)  
Home Cinema 1100: 9.9 inches (251 mm)
- 10 Ceiling mount bracket holes (3)

**Note:** Use M4×9mm screws for mounting the projector.

**Parent topic:** [Notices](#)

## Projector Safety and Approvals Specifications

<b>United States</b>	FCC Part 15B Class B UL62368-1 3rd edition (cTUVus Mark)
<b>Canada</b>	ICES-003 Class B CSA C22.2 No. 62368-1-14 (cTUVus Mark)

**Parent topic:** [Notices](#)

## Supported Video Display Formats

For best results, your computer's monitor port or video card resolution should be set to display in the projector's native resolution.

Your computer's monitor port or video card refresh rate (vertical frequency) must be compatible with the projector. (See your computer or video card manual for details.)

The table here lists the compatible refresh rate and resolution for each compatible video display format.

Display format	Refresh rate (in Hz)	Resolution (in pixels)
<b>Computer signals (analog RGB)</b>		
VGA	59.94/72/75/85	640 × 480
SVGA	60.32/72/75/85	800 × 600
XGA	60/70/75/85	1024 × 768

Display format	Refresh rate (in Hz)	Resolution (in pixels)
WXGA	60	1280 × 768
	59.79	1366 × 768
	59.81/75/85	1280 × 800
WXGA+	59.89/75/85	1440 × 900
WXGA++	59.98/75	1400 × 1050
SXGA	70/75/85	1152 × 864
	60/75/85	1280 × 960
	60.02/75/85	1280 × 1024
HDTV (720p)	50/59.94/60	1280 × 720
SXGA+	60/75	1400 × 1050
WXGA++	60	1600 × 900
UXGA	60	1600 × 1200
<b>Composite video</b>		
SDTV (480i)	59.94/60	720 × 480
SDTV (480p)	59.94	
SDTV (576i)	50/60	720 × 576
SDTV (576p)	50	
<b>HDMI input signals</b>		
VGA	59.94	640 × 480
SVGA	60.32	800 × 600
XGA	60	1024 × 768
WXGA	59.81	1280 × 800
	59.79	1366 × 768
WXGA+	59.89	1440 × 900
WXGA++	60	1600 × 900

Display format	Refresh rate (in Hz)	Resolution (in pixels)
SXGA	60	1280 × 960
	60.02	1280 × 1024
SXGA+	59.98	1400 × 1050
WSXGA+	59.95	1680 × 1050
UXGA	60	1600 × 1200
WUXGA (Reduced Blanking)	59.95	1920 × 1200
SDTV (480i/480p)	59.94	720 × 480
SDTV (576i/576p)	50	720 × 576
HDTV (720p)	50/59.94/60	1280 × 720
HDTV (1080i)	50/59.94/60	1920 × 1080
HDTV (1080p)	23.98/24/29.97/30/50/59.94/60	1920 × 1080

**Parent topic:** [Notices](#)

## Where to Get Help (U.S. and Canada)

If you need to contact Epson for technical support services, use the following support options.

### Internet Support

Visit Epson's support website at [epson.com/support](http://epson.com/support) (U.S.) or [epson.ca/support](http://epson.ca/support) (Canada) and select your product for solutions to common problems with your projector. You can download utilities and documentation, get FAQs and troubleshooting advice, or e-mail Epson with your questions.

### Speak to a Support Representative

To use the Epson PrivateLine Support service, call (800) 637-7661. This service is available for the duration of your warranty period. You may also speak with a projector support specialist by dialing (562) 276-4394 (U.S.) or (905) 709-3839 (Canada).

Support hours are Monday through Friday, 7 a.m. to 4 p.m., Pacific Time.

Days and hours of support are subject to change without notice. Toll or long distance charges may apply.

Before you call, have the following information ready:

- Product name
- Product serial number (located on the bottom or rear of the projector, or in the menu system)
- Proof of purchase (such as a store receipt) and date of purchase
- Computer or video configuration
- Description of the problem

### **Purchase Supplies and Accessories**

You can purchase screens, other optional accessories, and replacement parts from an Epson authorized reseller. To find the nearest reseller, call 800-GO-EPSON (800-463-7766) in the U.S. or 800-807-7766 in Canada. Or you can purchase online at [epsonstore.com](http://epsonstore.com) (U.S. sales) or [epsonstore.ca](http://epsonstore.ca) (Canadian sales).

You can purchase a replacement remote control from an Epson parts distributor [here](#) (U.S. sales) or [here](#) (Canadian sales).

**Parent topic:** [Notices](#)

## **Where to Get Help (Latin America)**

If you need to contact Epson for technical support services, use the following support options.

### **Internet Support**

Visit Epson's support website at [latin.epson.com/support](http://latin.epson.com/support) and select your product for solutions to common problems with your projector. You can download utilities and documentation, get FAQs and troubleshooting advice, or e-mail Epson with your questions.

### **Speak to a Support Representative**

Before you call for support, please have the following information ready:

- Product name
- Product serial number (located on the bottom or rear of the projector, or in the projector's menu system)
- Proof of purchase (such as a store receipt) and date of purchase
- Computer or video configuration
- Description of the problem

Then call:

Country	Telephone
Argentina	0800-288-37766
Bolivia*	800-100-116
Brazil	0800-007-5000
Chile	(56 2) 2484-3400
Colombia	Bogota: 601 602-4751 Other cities: 01-8000-915235
Costa Rica	800-377-6627
Dominican Republic*	1-888-760-0068
Ecuador*	1-800-000-044
El Salvador*	800-6570
Guatemala*	1-800-835-0358
Mexico	Mexico City: (52 55) 1323-2052 Other cities: 800-087-1080
Nicaragua*	00-1-800-226-0368
Panama*	00-800-052-1376
Paraguay	009-800-521-0019
Peru	Lima: (51 1) 418-0210 Other cities: 0800-10126
Uruguay	00040-5210067

\*Contact your local phone company to call this toll-free number from a mobile phone.

**Note:** Toll or long distance charges may apply. If your country does not appear on the list, contact the sales office in the nearest country.

### Purchase Supplies and Accessories

You can purchase optional accessories and replacement parts from an Epson authorized reseller. To find the nearest reseller, go to [latin.epson.com](http://latin.epson.com). Or you can contact your nearest sales office as described in "Where to Get Help."

## Binding Arbitration and Class Waiver

### 1. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

**1.1 Disputes.** The terms of this Section 1 shall apply to all Disputes between you and Epson. The term "Dispute" is meant to have the broadest meaning permissible under law or in equity and includes any past, present, or future dispute, claim, controversy or action between you and Epson including those that arose before the existence of this or any prior Agreement arising out of or relating to this Agreement (including its formation, performance, or breach), the Software, Epson Hardware, the parties' relationship with each other and/or any other transaction involving you and Epson, whether in contract, or with respect to warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. However, a "Dispute" does not include a claim or cause of action for (a) trademark infringement or dilution, (b) patent infringement, (c) copyright infringement or misuse, or (d) trade secret misappropriation (an "**IP Claim**"). A "Dispute" also does not include a request for public injunctive relief. You and Epson agree, consistent with Section 1.6(a), that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim, as well as whether a claim seeks public injunctive relief.

**1.2 Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Section 1, you and Epson agree to try, for sixty (60) days, to resolve any Dispute informally. If Epson and you do not reach an agreement to resolve the Dispute within the sixty (60) days, you or Epson may commence an arbitration in accordance with Section 1.6. Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Avenue, Los Alamitos, CA 90720-2335. Any notice of the Dispute shall include the sender's name, address and contact information, the facts giving rise to the Dispute, and the relief requested. Any notice sent to you will be sent to the most recent address Epson has in its records for you. For this reason, it is important to notify us if your address changes by emailing us at [EALegal@ea.epson.com](mailto:EALegal@ea.epson.com) or writing us at the address above. You and Epson agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section 1. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and we agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration.

Consistent with Section 1.6(a), you and Epson agree that any disagreements regarding compliance with this Section 1.2 shall be decided by a court, not an arbitrator; pending resolution of any such disagreements by a court, which may include requests to compel compliance with this Section 1.2, you and we agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section 1.2 is complete. You and Epson acknowledge that either party's failure to comply with the provisions of this Section 1.2 would irreparably harm the other, and you

and Epson agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in this Section 1.2 is complete.

**1.3 Binding Arbitration.** If we do not reach an agreed upon solution within a period of sixty (60) days from the time informal dispute resolution is pursued pursuant to Section 1.2 above, then either party may initiate binding arbitration. Except as stated below in Section 1.4, you and Epson agree that all Disputes shall be resolved by binding arbitration according to this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING, AND YOUR RIGHT TO DISCOVERY AND GROUNDS FOR APPEAL ARE MORE LIMITED THAN IN COURT. Pursuant to this Agreement, and except as stated below in Section 1.6(h), binding arbitration shall be administered by JAMS, a nationally recognized arbitration provider, pursuant to the JAMS Streamlined Arbitration Rules and Procedures or its applicable code of procedures then in effect for consumer related disputes, but excluding any rules that permit class arbitration. For more detail on the procedure to initiate arbitration and what your demand for arbitration should include, see Sections 1.6(g) and 1.6(h) below. You and Epson understand and agree that (a) the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) governs the interpretation and enforcement of this Section 1, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section 1 shall survive termination of this Agreement.

**1.4 Exception - Small Claims Court.** Notwithstanding the parties' agreement to resolve Disputes through arbitration, either party can elect to have an individual claim resolved in small claims court of your state or municipality if the action is within that court's jurisdiction, even if the claim was initiated by another party in a different forum.

**1.5 WAIVER OF CLASS ACTION AND CLASS ARBITRATION. YOU AND EPSON AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS action or class arbitration. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 1.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.**

**1.6 Arbitration Procedure.**

a) The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, except for requests for public injunctive relief, if any, which shall be decided by a court, not an arbitrator. If either party seeks public injunctive relief, that request for relief shall be severed from any arbitration proceeding and stayed pending a final determination of the arbitration. Nothing in Section 1 of this Agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and you and we agree to cooperate to effect the stay of any requests for public injunctive relief.

The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the

arbitrator, and consistent with Sections 1.1, 1.2, 1.6(a) and 1.6(h) of this Agreement, a court may determine: (i) the limited question of whether a claim or cause of action is for an IP Claim, which is excluded from the definition of "Disputes" in Section 1.1 above; (ii) disagreements regarding compliance with the initial dispute resolution provisions in Section 1.2 above; (iii) disagreements regarding claims for public injunctive relief as set forth in this Section 1.6(a); and/or (iv) disagreements regarding the provisions for "Mass Arbitration" in Section 1.6(h) below.

- b) Costs of Arbitration and Legal Fees. In some instances, the costs of arbitration can exceed the costs of litigation. Each party will have the right to use legal counsel in connection with arbitration at its own expense. If, however, the arbitrator determines that a claim or defense asserted by you or Epson is patently frivolous or in bad faith, the arbitrator may award the reasonable legal fees and costs incurred by the other party defending against the claim or defense. By way of illustration only, and without limitation, a patently frivolous claim may be found where it is based on a product never purchased by a claimant.
- c) Discovery. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration. The right to discovery may be more limited in arbitration than in court.
- d) Awards. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction.
- e) Hearing Format and Location. You may choose to engage in arbitration hearings by telephone or, if you and we both agree, to conduct it online, in lieu of appearing live. Arbitration hearings not conducted by telephone or online shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.
- f) Settlement Offers. During the arbitration, the amount of any settlement offer made shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Epson is entitled.
- g) Initiation of Arbitration Proceeding Before JAMS. Except as stated in Section 1.6(h) below, if you or Epson commences arbitration, the arbitration shall be governed by the JAMS Streamlined Arbitration Rules and Procedures or the applicable rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267 (U.S. or Canada), or <https://www.jamsadr.com/about/> or by calling +1-949-224-1810 (Latin America), and under the rules set forth in this Agreement. All Disputes shall be resolved by a single neutral arbitrator, which shall be selected in accordance with the JAMS Streamlined Arbitration Rules and Procedures, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. If either you or Epson decides to arbitrate a Dispute before JAMS, both parties agree to the following procedure:
  - (i) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. The demand also must identify the product purchased, identify the date and place of purchase and, if possible, provide the serial number and proof of purchase. You can find a copy of a demand for arbitration at <http://www.jamsadr.com>.

(ii) Send three copies of the demand for arbitration, plus the appropriate filing fee, to: JAMS, 500 North State College Blvd., Suite 600 Orange, CA 92868, U.S.A.

(iii) Send one copy of the demand for arbitration to the other party (at the same address as the notice of a dispute, above in section 1.2), or as otherwise agreed by the parties.

h) Initiation of Mass Arbitration Before FedArb. Notwithstanding Sections 1.3 and 1.6(g), if 20 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration."

If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by FedArb, a nationally recognized arbitration provider, and governed by the FedArb Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "FedArb Rules"), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500. You and we agree that the Mass Arbitration shall be resolved using FedArb's Framework for Mass Arbitration Proceedings ADRMDL, available at <https://www.fedarb.com/>.

Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb's Framework for Mass Arbitration Proceedings ADRMDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb.

Consistent with Section 1.6(a) above, you and Epson agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or Epson may seek an order from a court of competent jurisdiction compelling compliance with this Section 1.6(h) and compelling administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and Epson acknowledge that either party's failure to comply with the provisions of this Section 1.6(h) would irreparably harm the other, and you and Epson agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 1.6(h) are resolved by the court.

**1.7 30 Day Opt-out Right.** You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class proceedings set forth in Sections 1.3 to 1.6 of this Agreement by sending a written letter to the Epson address listed above in Section 1.2 within thirty (30) days of your assent to this Agreement that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class proceedings specified in this Section 1. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement, including this Section 1, shall continue to apply, including the requirement to provide notice prior to litigation. If you opt-out of these arbitration provisions, Epson will also not be bound by them.

**1.8 Amendments to Section 1.** Notwithstanding any provision in this Agreement to the contrary, you and Epson agree that if Epson makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Epson's address) in this Agreement, Epson will obtain your affirmative assent to the applicable amendment. If you do not affirmatively assent to the applicable amendment, you are agreeing that you will arbitrate any Dispute between the parties in accordance with the language of this Section 1 (or resolve disputes as provided for in Section 1, if you timely elected to opt-out) when you first assented to this Agreement.

**1.9 Severability.** If any provision in this Section 1 is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class actions as provided in Section 1.5. This means that if Section 1.5 is found to be unenforceable, the entire Section 1 (but only Section 1) shall be null and void.

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