



## Notices



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# Notices

Check these sections for important notices about your projector.

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[Binding Arbitration and Class Waiver](#)

[Trademarks](#)

[Copyright Notice](#)

## 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 light source is on. This can damage your eyes and is especially dangerous for children. Before cleaning any part of the projector, turn it off and unplug the power cord. Never open any cover on the projector, except as specifically explained in this manual. Dangerous electrical voltages in the projector can injure you severely. 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.

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

## 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 a magnifying glass or telescope.
- When turning on the projector at a distance using the remote control, make sure there is no one looking into the lens.
- Do not place any flammable objects in front of the projector lens, otherwise, a fire may occur.
- Do not place the projector on an unstable cart, stand, or table.
- You must install a ceiling mount when suspending the projector from a ceiling. If you do not install the projector correctly, it could fall and cause damage or injury. Special expertise is required to suspend the projector from a ceiling.
- 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. Contact your dealer to carry out the installation work.
- 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. The projector's case could also deteriorate and be damaged causing the projector to fall from the mount.

### **Examples of environments that could cause the projector to fall due to case deterioration:**

- Locations subject to excessive smoke or airborne oil particles, such as factories or kitchens
- Locations containing volatile solvents or chemicals, such as factories or laboratories
- Locations where the projector could be subjected to detergents or chemicals, such as factories or kitchens
- Locations in which aroma oils are often used, such as relaxation rooms
- Near devices that produce excessive smoke, airborne oil particles, or foam at events
- Locations near humidifiers

- Do not use the projector near water, sources of heat, high-voltage electrical wires, or sources of magnetic fields.
- 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. 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. 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 benzene.
- 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 a closed-in cabinet unless proper ventilation is provided.
- Never allow objects of any kind to enter any openings in the projector. Do not leave objects, especially flammable objects, near the projector. Never spill liquid of any kind into the projector.
- You may need to clean the air filter and vent. A clogged air filter or vent can block ventilation needed to cool the projector. Do not use canned air, or the gases may leave a residue.
- Do not store the projector outdoors for an extended length of time.
- 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 or electric shock.
- 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.

- Do not use the projector where it may be exposed to rain, water, or excessive humidity.
- 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 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 in a hot location, such as near a heater, in direct sunlight, or in a closed vehicle.
- 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.
- Do not use the projector outside of the required temperature range below (20 to 80% humidity, no condensation):  
32 to 113 °F (0 to 45 °C) at an altitude of 7500 feet (2286 m) or less, or 32 to 104 °F (0 to 40 °C) at an altitude of 7500 to 10000 feet (2286 to 3048 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 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.
- 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.
- Before you move the projector, make sure its power is turned off, the plug is disconnected from the outlet, and all cables are disconnected.
- 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 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.



[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 Safety and Approvals Specifications

**United States**

FCC Part 15B Class A

UL62368-1 3rd edition (cTUVus Mark)

**Canada**

ICES-003 Class A

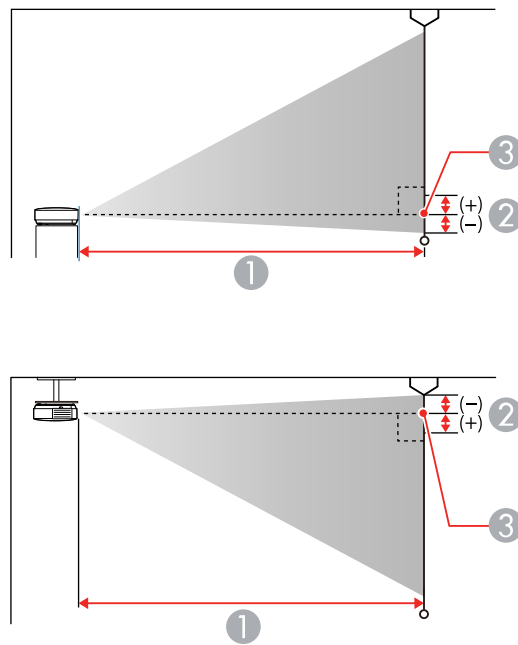
CSA C22.2 No. 62368-1-14 (cTUVus Mark)

Parent topic: [Notices](#)

## Projection Distance

The distance at which you place the projector from the screen determines the approximate size of the image. The image size increases the farther the projector is from the screen, but can vary depending on the zoom factor, aspect ratio, and other settings.

Use the tables here to determine approximately how far to place the projector from the screen based on the size of the projected image. (Conversion figures may have been rounded up or down.) You can also use the Projection Distance Calculator [here](#) (U.S.), [here](#) (Canada), or [here](#) (Caribbean).



- 1 Projection distance
- 2 Distance from the center of the lens to the base of the image
- 3 Center of lens

**EB-L690E/EB-L690U/EB-L790U/EB-L890E/EB-L890U/EB-L895SE**

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
50 inches	57 to 93 inches (144 to 283 cm)	–26.5 inches (–67 cm)
60 inches	68 to 111 inches (174 to 283 cm)	–31.8 inches (–81 cm)
70 inches	80 to 130 inches (204 to 331 cm)	–37.1 inches (–94 cm)
80 inches	92 to 149 inches (233 to 378 cm)	–42.4 inches (–108 cm)
100 inches	115 to 187 inches (292 to 474 cm)	–53 inches (–135 cm)
120 inches	138 to 224 inches (351 to 569 cm)	–63.6 inches (–162 cm)
150 inches	173 to 281 inches (440 to 713 cm)	–79.5 inches (–202 cm)
200 inches	232 to 375 inches (588 to 951 cm)	–106 inches (–269 cm)
300 inches	348 to 563 inches (884 to 1429 cm)	–159 inches (–404 cm)

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
500 inches	581 to 938 inches (1476 to 2384 cm)	–265 inches (–673 cm)

**EB-L690SU/EB-L695SU/EB-L790SE/EB-L795SE**

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
60 inches	40 to 69 inches (102 to 204 cm)	–31.8 inches (–81 cm)
70 inches	47 to 81 inches (119 to 204 cm)	–37.1 inches (–94 cm)
80 inches	54 to 92 inches (137 to 234 cm)	–42.4 inches (–108 cm)
90 inches	61 to 104 inches (154 to 264 cm)	–47.7 inches (–121 cm)
100 inches	68 to 116 inches (172 to 294 cm)	–53 inches (–135 cm)
110 inches	74 to 127 inches (189 to 324 cm)	–58.3 inches (–148 cm)
150 inches	102 to 174 inches (259 to 443 cm)	–79.5 inches (–202 cm)
200 inches	136 to 233 inches (346 to 592 cm)	–106 inches (–269 cm)

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
300 inches	205 to 351 inches (521 to 890 cm)	–159 inches (–404 cm)
400 inches	274 to 468 inches (695 to 1189 cm)	–212 inches (–538 cm)

**EB-L690SE/EB-L695SE**

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
80 inches	34 to 48 inches (86 to 123 cm)	–42.4 inches (–108 cm)
90 inches	38 to 55 inches (97 to 139 cm)	–47.7 inches (–121 cm)
100 inches	43 to 61 inches (109 to 154 cm)	–53 inches (–135 cm)
110 inches	47 to 67 inches (120 to 170 cm)	–58.3 inches (–148 cm)
120 inches	52 to 73 inches (131 to 186 cm)	–63.6 inches (–162 cm)
150 inches	65 to 92 inches (165 to 233 cm)	–79.5 inches (–202 cm)
200 inches	87 to 123 inches (221 to 312 cm)	–106 inches (–269 cm)

<b>16:10 Aspect Ratio Image or Screen</b>		
<b>Screen or image size</b>	<b>Projection distance (1) Wide to Tele</b>	<b>Offset from lens center (2) Wide to Tele</b>
300 inches	131 to 185 inches (334 to 469 cm)	–159 inches (–404 cm)
400 inches	176 to 247 inches (446 to 627 cm)	–212 inches (–538 cm)
500 inches	220 to 309 inches (558 to 784 cm)	–265 inches (–673 cm)

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.

<b>Display format</b>	<b>Refresh rate (in Hz)</b>	<b>Resolution (in pixels)</b>
<b>Computer signals (analog RGB)</b>		
VGA	59.94	640 × 480
SVGA	60.32	800 × 600
XGA	60	1024 × 768
WXGA	60	1280 × 768
	59.79	1366 × 768
	59.81	1280 × 800
WXGA+	59.89	1440 × 900
WXGA++	59.98	1400 × 1050

Display format	Refresh rate (in Hz)	Resolution (in pixels)
SXGA	60	1280 × 960
	60.02	1280 × 1024
SXGA+	60	1400 × 1050
WXGA++	60	1600 × 900
WSXGA+	59.95	1680 × 1050
UXGA	60	1600 × 1200
1920 × 720	60	1920 × 720
1920 × 1200	59.95	1920 × 1200
2048 × 1536	59.95	2048 × 1536
2560 × 1440	59.95	2560 × 1440
2560 × 1600	59.97	2560 × 1600
2880 × 1080	60	2880 × 1080
3200 × 900	60	3200 × 900
3440 × 1440	30	3440 × 1440
3456 × 1080	30/60	3456 × 1080
<b>Composite video</b>		
SDTV (480i)	59.94	720 × 480
SDTV (480p)	59.94	
SDTV (576p)	50	720 × 576
1280 × 720	50/59.94/60	1280 × 720
<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

Display format	Refresh rate (in Hz)	Resolution (in pixels)
WXGA+	59.89	1440 × 900
WXGA++	60	1600 × 900
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
3840 × 2160	23.98/24/29.97/30	3840 × 2160
4096 × 2160	23.98/24	4096 × 2160

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."

Parent topic: [Notices](#)

## 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 and includes any dispute, claim, controversy or action between you and Epson arising out of or relating to this Agreement, Epson branded products (hardware and including any related software), or other transaction involving you and Epson, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. "DISPUTE" DOES NOT INCLUDE IP CLAIMS, or more specifically, 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"). You and Epson also agree, notwithstanding Section 1.6, that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim.

**1.2 Binding Arbitration.** 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 GROUNDS FOR APPEAL ARE LIMITED.**

Pursuant to this Agreement, binding arbitration shall be administered by JAMS, a nationally recognized arbitration authority, pursuant to its code of procedures then in effect for consumer related disputes, but excluding any rules that permit joinder or class actions in arbitration (for more detail on procedure, see Section 1.6 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.

**1.3 Pre-Arbitration Steps and Notice.** Before submitting a claim for arbitration, 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. Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Ave., Los Alamitos, CA 90720 (the "Epson Address"). The Dispute Notice 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 Epson Address above. 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 (the "Dispute Notice"). Following receipt of the Dispute Notice, Epson and you agree to act in good faith to resolve the Dispute before commencing arbitration.

**1.4 Small Claims Court.** Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

**1.5 WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND EPSON AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, AND ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY ARE NOT ALLOWED. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.**

**1.6 Arbitration Procedure.** If you or Epson commences arbitration, the arbitration shall be governed by the rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class or representative 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, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. 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, a court may determine 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. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator may award you the same damages as a court could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In some instances, the costs of arbitration can exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction.

You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.

a) Initiation of Arbitration Proceeding. If either you or Epson decides to arbitrate a Dispute, 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. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").

(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 (same address as the Dispute Notice), or as otherwise agreed by the parties.

b) Hearing Format. 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. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

c) Arbitration Fees. Epson shall pay, or (if applicable) reimburse you for, all JAMS filings and arbitrator fees for any arbitration commenced (by you or Epson) pursuant to provisions of this Agreement.

d) Award in Your Favor. For Disputes in which you or Epson seeks \$75,000 or less in damages exclusive of attorney's fees and costs, if the arbitrator's decision results in an award to you in an amount greater than Epson's last written offer, if any, to settle the Dispute, Epson will: (i) pay you \$1,000 or the amount of the award, whichever is greater; (ii) pay you twice the amount of your reasonable attorney's fees, if any; and (iii) reimburse you for any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing the Dispute in arbitration. Except as agreed upon by you and Epson in writing, the arbitrator shall determine the amount of fees, costs, and expenses to be paid by Epson pursuant to this Section 1.6d).

e) Attorney's Fees. Epson will not seek its attorney's fees and expenses for any arbitration commenced involving a Dispute under this Agreement. Your right to attorney's fees and expenses under Section 1.6d) above does not limit your rights to attorney's fees and expenses under applicable law; notwithstanding the foregoing, the arbitrator may not award duplicative awards of attorney's fees and expenses.

**1.7 Opt-out. You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement by sending a written letter to the Epson Address within thirty (30) days of your assent to this Agreement (including without limitation the purchase, download, installation of the Software or other applicable use of Epson Hardware, products and services) 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 and representative proceedings specified in this Section 1. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to litigation.**

**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 1.7, 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 or representative 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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