EPSON®

# SureColor™ G6070 Notices

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# Notices

Check these sections for important notices about your product.

Safety and Approvals Specifications
FCC Compliance Statement
Binding Arbitration and Class Waiver
Where to Get Help (U.S. and Canada)
Where to Get Help (Latin America)
Trademarks
Copyright Notice

## Safety and Approvals Specifications

The connection of a non-shielded printer interface cable to this printer will invalidate the EMC standards of this device.

| | |
|---|---|
| **United States** | Safety: UL62368-1:2018 |
| | EMC: FCC Part 15 Subpart B Class A |
| **Canada** | Safety: CAN/CSA-C22 No.62368-1-14 |
| | EMC: ICES-003 Class A |

**Parent topic:** Notices

## FCC Compliance Statement

**For United States Users**

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case the user will be required to correct the interference at his own expense.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

1. this device may not cause harmful interference, and

2. this device must accept any interference received, including interference that may cause undesired operation.

**WARNING**

The connection of a non-shielded equipment interface cable to this equipment will invalidate the FCC Certification of this device and may cause interference levels which exceed the limits established by the FCC for this equipment. It is the responsibility of the user to obtain and use a shielded equipment interface cable with this device. If this equipment has more than one interface connector, do not leave cables connected to unused interfaces. Changes or modifications not expressly approved by the manufacturer could void the user's authority to operate the equipment.

**For Canadian Users**

This Class A digital apparatus complies with Canadian ICES-003.

*Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada.*

**WARNING**

This is a Class A product. In a domestic environment this product may cause radio interference, in which case the user may be required to take adequate measures.

**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 EAILegal@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, 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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# Where to Get Help (U.S. and Canada)

Epson provides technical support and information on the installation, configuration, and operation of professional printing products through the Epson Limited Warranty.

Dial (888) 688-0809, 7 a.m. to 4 p.m., Pacific Time, Monday through Friday. Days and hours of support are subject to change without notice.

Before you call, make sure you have your printer serial number and proof of purchase.

Visit support.epson.com and select your product for solutions to common problems. You can download drivers, firmware, and documentation, get FAQs and troubleshooting advice, or e-mail Epson with your questions.

**Note:** For help using any other software on your system, see the documentation for that software for technical support information.

### Purchase Supplies and Accessories

You can purchase genuine Epson ink, paper, and accessories from an Epson authorized reseller. To find the nearest reseller, visit proimaging.epson.com (U.S.) or proimaging.epson.ca (Canada), select your product series and product, and click the **Where to Buy** button. Or call 800-GO-EPSON (800-463-7766) in the U.S. or 800-807-7766 in Canada.

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## Where to Get Help (Latin America)

If you need additional help with your Epson product, contact Epson.

Epson provides these technical support services:

### Internet Support

Visit Epson's support website at support.epson.com and select your product for solutions to common problems. You can download drivers, firmware, and documentation, get FAQs and troubleshooting advice, or e-mail Epson with your questions.

**Note:** For help using any other software on your system, see the documentation for that software for technical support information.

### Speak to a Support Representative

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

- Product name
- Product serial number (located on a label on the product)
- Proof of purchase (such as a store receipt) and date of purchase
- Computer configuration
- Description of the problem

Then call:

| Country | Telephone |
|---|---|
| Argentina | 0800-288-37766 |

| Country | Telephone |
|---|---|
| Bolivia* | 800-100-116 |
| Brazil | 0800-007-5000 |
| Chile | (56 2) 2484-3400 |
| Colombia | Bogota: 601 602-4751<br>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<br>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<br>Other cities: 0800-10-126 |
| Uruguay | 00040-5210067 |

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

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

### Purchase Supplies and Accessories

You can purchase genuine Epson ink, paper, and accessories from an Epson authorized reseller. To find the nearest reseller, visit latin.epson.com or call your nearest Epson sales office.

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## Trademarks

EPSON® is a registered trademark and SureColor is a trademark of Seiko Epson Corporation.

General Notice: Other product names used herein are for identification purposes only and may be trademarks of their respective owners. Epson disclaims any and all rights in those marks.



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Seiko Epson Corporation and its affiliates shall not be liable for any damages or problems arising from the use of any options or any consumable products other than those designated as Original Epson Products or Epson Approved Products by Seiko Epson Corporation.

Seiko Epson Corporation shall not be held liable for any damage resulting from electromagnetic interference that occurs from the use of any interface cables other than those designated as Epson approved Products by Seiko Epson Corporation.

The contents of this manual and the specifications of this product are subject to change without notice.

A Note Concerning Responsible Use of Copyrighted Materials

Copyright Attribution

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## A Note Concerning Responsible Use of Copyrighted Materials

Epson encourages each user to be responsible and respectful of the copyright laws when using any Epson product. While some countries' laws permit limited copying or reuse of copyrighted material in certain circumstances, those circumstances may not be as broad as some people assume. Contact your legal adviser for any questions regarding copyright law.

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