EPSON®

SureColor™ F370 Notices

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Notices

Check these sections for important notices about your product.

FCC Notice
Binding Arbitration and Class Waiver
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FCC Notice

This transmitter must not be co-located or operated in conjunction with any other antenna or transmitter.

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.**

Parent topic: Notices

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.

EPSON®

Parent topic: Notices

Copyright Notice

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Seiko Epson Corporation. No patent liability is assumed with respect to the use of the information contained herein. Neither is any liability assumed for damages resulting from the use of the information herein. The information contained herein is designed only for

use with this Epson product. Epson is not responsible for any use of this information as applied to other products.

Neither Seiko Epson Corporation nor its affiliates shall be liable to the purchaser or lessee of this product or third parties for damages, losses, costs, or expenses incurred by purchaser or lessee or third parties as a result of: accident, misuse, or abuse of this product or unauthorized modifications, repairs, or alterations to this product, or (excluding the U.S.) failure to strictly comply with Seiko Epson Corporation's operating and maintenance instructions.

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
Default Delay Times for Power Management for Epson Products
Copyright Attribution

Parent topic: Notices

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.

Parent topic: Copyright Notice

Default Delay Times for Power Management for Epson Products

This product will enter sleep mode after a period of nonuse. This is to ensure that the product meets Energy Star standards of energy efficiency. More energy savings can be achieved by setting the time to sleep to a shorter interval.

Parent topic: Copyright Notice

Copyright Attribution

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