

Smart Glasses

MOVERIO® BT-40 / BT-40S / BT-40SN

EPSON®
EXCEED YOUR VISION



Safety Instructions and Notices

BT-40SN: A dedicated controller (Intelligent Controller BO-IC400N) is included. For more information about the controller, see the “*BO-IC400N User’s Guide*.”

BT-40S: A dedicated controller (Intelligent Controller BO-IC400) is included. For more information about the controller, see the “*BO-IC400 User’s Guide*.”

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Safety Instructions

For your safety, read the attached documents carefully to use the product correctly. After you have read the documents, keep them in a safe place so that you can refer to them quickly at a later date.

■ Safety symbols

	Warning	This symbol indicates information that, if ignored, could possibly result in serious personal injury or even death due to incorrect handling.
	Caution	This symbol indicates information that, if ignored, could possibly result in personal injury or physical damage due to incorrect handling.

■ General information symbols

	Indicates procedures which may result in damage or injury if sufficient care is not taken.
	Indicates additional information and points which may be useful to know regarding a topic.

Warning Usage environment and condition precautions

Only use this product at the stated power supply voltage.

For your own safety, disconnect the product’s cable from the smart device or Intelligent Controller when you are not using this product. The insulation may deteriorate, which may result in electric shock, fire, or malfunction.

Do not leave this product in locations subject to temperatures beyond the specified operating range, such as cars with the windows closed, in direct sunlight, or in front of air-conditioning or heater outlets. Also, avoid locations subject to sudden changes in temperature. Doing so may result in fire, breakdown, malfunction, or failure.

Do not touch the connectors and cables for each of the connector ports with wet hands. Failure to comply with these precautions could result in fire, burns, or electric shock.

When connecting or disconnecting the USB Type-C® connector, do not apply excessive force such as pulling on the cord, and make sure you insert it straight into the port you want to connect to. Insecure or incorrect connections could result in fire, burns, or electric shock.

Do not use the product in locations where it may get wet or is subject to high levels of humidity such as in a bath or shower. Failure to comply with these precautions could result in fire or electric shock.

Do not place this product in locations subject to smoke, steam, high humidity, or dust such as kitchen counters or near humidifiers. Doing so may result in fire, electric shock, or deterioration in image quality.

Do not cover this product with a cloth or similar material during use. Doing so may change the shape of the case through heat, or fire.

The earphone jack may become hot during operation. Note the following points to prevent low temperature burns.

- Attach the clip to your clothing so that the earphone jack does not come into direct contact with your skin.

- Do not allow the earphone jack to be in contact with your skin for too long, even if it is over clothing.

Do not expose the lens to direct sunlight for a long time. Doing so may result in fire or explosion due to condensed beams of light from the lens.

Warning Product usage precautions

The headset and shade use a powerful magnet. For your own safety, do not use the shade if you have electronic implants such as a pacemaker.

For your own safety, note the following points when connecting this product to a smart device or the Intelligent Controller.

- Laws and regulations that prohibit viewing the screens of smart devices or the Intelligent Controller while driving a car, motorbike, or riding a bicycle.
- Be sure to follow all safety precautions provided with your smart device or Intelligent Controller, cautions on usage, and any other important warnings.

Do not start using this product at a high volume. Doing so may result in hearing impairment. Lower the volume before turning off the product, and gradually increase the volume after turning on the product. To prevent possible hearing damage, do not listen at high volume (high sound pressure) for prolonged periods of time.

Do not allow any conductive foreign objects to touch the USB Type-C connector and earphone jack, and make sure no conductive foreign objects enter the connection ports. Doing so may cause a short circuit and result in fire or electric shock.

Do not allow solvents such as alcohol, benzene, or thinner to touch the product. Also, do not clean this product with a wet cloth or solvents. Doing so may warp or crack the product housing and may result in electric shock, malfunction, or fire.

The product housing should only be opened by qualified service personnel. Also, do not disassemble or remodel the product. Many of the parts inside the product carry a high voltage and could cause fire, electric shock, accident, or poisoning.

Do not subject the lens of the product to strong shocks or knock it against hard objects. If the lens is damaged, it could splinter and cause serious injuries to the eyes and face.

Do not throw the product into a fire and do not heat the product. Do not place objects with naked flames, such as candles, on this product. Doing so may result in heat, fire, or explosion.

This device is not certified as a medical device as defined by acts regarding medical products and medical devices. It can be used as an auxiliary monitor for the main monitor attached to medical devices, but do not use it for surgery or when determining diagnostic images that require high reliability. This product has not been certified by the IEC60601-1 standard. When this product is incorporated into a medical system, the entire system must conform to the standard requirements.

Warning Viewing image precautions

Do not wear this product while driving a car, riding a motor bike or bicycle, or performing any other dangerous tasks. Doing so may result in accident or injury.

Do not use this product in unstable locations such as stairs or at altitude. Also, do not use the product while walking in dangerous locations such as near machinery or equipment that might get caught on the cables, where there is a lot of traffic, or where it is dark. Doing so may result in accident or injury.

When walking while viewing images on the product, be aware of your surroundings. If you are too focused on the image, it could result in accidents, falling, and colliding with other people.

When viewing in dark locations, it is difficult to see your surroundings due to the brightness of the image. Be aware of your surroundings.

When using this product in small locations, be aware of your surroundings.

When wearing this product, do not look directly at the sun or other light sources even if you are using the shade. This could cause serious injury to your eyes or loss of eyesight.

Make sure the cable does not catch on anything in the surrounding area while wearing the product. Also, make sure the cable does not wind around your neck. Doing so may result in accident or injury.

Make sure the cable does not get damaged. Otherwise, it may result in fire or electric shock.

- Do not damage the cable.
- Do not place heavy objects on top of the cable.
- Do not bend, twist, or pull the cable with excessive force.
- Keep the power cable away from hot electrical appliances.

Warning Product abnormality precautions

In the following situations, unplug the power supply cable, and contact Epson for support. Continuing to use under these conditions may result in fire or electric shock. Do not try to repair this product yourself.

- If you see smoke, or notice any strange odors or noises.
- If any water, beverages, or foreign objects get into the product.
- If the product was dropped or the case was damaged.

Caution Usage environment and condition precautions

Do not place the product in locations subjected to vibrations or shocks.

While using the product to view images, play games, or listen to music, make sure you confirm the safety of your surroundings and do not leave any fragile items in your immediate vicinity. The images you are viewing may cause you to move your body involuntarily, resulting in damage to nearby items or personal injury.

Do not place this product near high-voltage lines or magnetized items. Doing so may result in breakdown, malfunction, or failure.

When performing maintenance, make sure you unplug the power supply cable and disconnect all wires. Otherwise, it may result in electric shock.

Caution Product usage precautions

Since the headset and shade use a powerful magnet, be sure to note the following points.

- Do not touch the shade’s magnet directly to bare skin. Doing so could cause skin irritation to occur.
- Do not place it near items that are affected by magnetism such as smart devices, magnetic cards, compasses, clocks, and so on.
- Remove any metallic foreign objects and so on that stick to the magnet of the headset and shade.

Stop using this product if the skin that touches the product (face and so on) feels itchy when wearing the product, or any unusual rashes occur, and consult your local dermatologist.

If you sweat while using the product, wipe the sweat from your face and the product. Continuing to use the product under these conditions may result in itching or a rash.

For your own safety, do not use a conversion adapter or extension cable. Failure to comply with these precautions could result in fire, burns, electric shock, or damage to the product.

Use the clip on the back of the earphone jack to secure it to your clothes so that cables are not placed under undue force.

Dispose of this product in accordance with your local laws and regulations.

Caution Viewing image precautions

Always take periodic breaks when viewing images using this product. Long periods of viewing images may result in eye fatigue. If you feel fatigued or uncomfortable even after taking a break, stop viewing immediately.

Do not drop this product or treat it with unnecessary force. Also, if the product breaks due to an impact such as a fall, stop using the product. Continuing to use a damaged product may result in injury.

When wearing this product, be aware of the edges of the temples to avoid injury.

Make sure you are wearing this product correctly. Incorrect usage could make you feel nauseous.

This product should only be used for the purposes stated in the manuals. Doing otherwise may result in injury.

If a problem or malfunction occurs, stop using this product immediately. Continuing to use this product may result in injury or could make you feel nauseous.

How a 3D image is perceived varies depending on the individual. Stop using the 3D function if you feel strange or cannot see in 3D. Continuing to view the 3D images could make you feel nauseous.

This product must not be used by children under the age of thirteen as their eyesight is still developing.

If a child of fourteen years or older uses the product, make sure they are supervised at all times and that they do not wear the product for extended periods. Pay close attention to the child’s physical condition and make sure they are not suffering from eye strain.

Do not use this product if you are sensitive to light, or feel nauseous. Doing so may aggravate your pre-existing conditions.

Do not use this product if you have prior eye conditions. Doing so may aggravate the symptoms such as strabismus, amblyopia, or anisometropia.

It is the customer’s responsibility to check in advance that the product can be used in the environment in which the customer wishes to use the product.

Notes on Usage

This product uses an Si-OLED (Organic EL Panel) for the display panel. Due to the general characteristic of the Si-OLED, you may notice burn-in (afterimages) or decreasing luminance on the panel. This is not a malfunction.

To reduce burn-in and decreasing luminance, do the following.

- Turn off the headset display when it is not in use.
 - We recommend using the MOVERIO Link/MOVERIO Link Pro in power-saving mode (default). (You can download MOVERIO Link from Google Play™.)
- Do not display the same image for a long time.
- Hide markers or text that always appear in the same position.
- Do not brighten the screen more than necessary.

Be sure to be considerate of other people when using this product in public locations.

List of safety symbols and instructions

These are the safety symbols labeled on the equipment.

Symbol	Approved standards	Description
	IEC60417 No.5007	"ON" (power) To indicate connection to the mains.
	IEC60417 No.5008	"OFF" (power) To indicate disconnection from the mains.
	IEC60417 No.5009	Stand-by To identify the switch or switch position by means of which part of the equipment is switched on in order to bring it into the stand-by condition.
	ISO7000 No.04348 IEC3864-B3.1	Caution To identify general caution when using the product.
	IEC60417 No.6042 ISO3864-B3.6	Caution, risk of electric shock To identify equipment that has risk of electric shock.
	IEC60417 No.5957	For indoor use only To identify electrical equipment designed primarily for indoor use.
	IEC60417 No.5926	Polarity of DC power connector To identify the positive and negative connections (the polarity) on a piece of equipment to which a DC power supply may be connected.
	IEC60417 No.5017	Earth To identify an earth (ground) terminal.
	IEC60417 No.5032	Alternating current To indicate on the rating plate that the equipment is suitable for alternating current only; to identify relevant terminals.
	IEC60417 No.5031	Direct current To indicate on the rating plate that the equipment is suitable for direct current only; to identify relevant terminals.
	IEC60417 No.5172	Class II equipment To identify equipment meeting the safety requirements specified for Class II equipment according to IEC 61140.
	ISO 3864	General prohibition To identify actions or operations that are prohibited.
	ISO 3864	Contact prohibition To indicate injury that could occur due to touching a specific part of the equipment.
	IEC60417 No.5266	Standby, partial standby To indicate that part of the equipment is in the ready status.

General notes

Restriction of Use

This product is manufactured based on the specifications of the country of sale. When using this product outside the country of sale, contact your nearest support center.

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.

Authentication information
U.S.A./Canada



Supplier's Declaration of Conformity

According to 47CFR, Part 2 and 15
Class B Personal Computers and Peripherals; and/or
CPU Boards and Power Supplies used with Class B Personal Computers
We : Epson America, Inc.
Located at : 3131 Katella Avenue, Los Alamitos, CA 90720
Tel : 562-981-3840
Declare under sole responsibility that the product identified herein, complies with 47CFR Part 2 and 15 of the FCC rules as a Class B digital device. Each product marketed, is identical to the representative unit tested and found to be compliant with the standards. Records maintained continue to reflect the equipment being produced can be expected to be within the variation accepted, due to quantity production and testing on a statistical basis as required by 47CFR 2.906.
Trade Name : EPSON®
Type of Product : Smart Glasses
Model : H969A

FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures.

- Reorient or relocate the receiving antenna.
 - Increase the separation between the equipment and receiver.
 - Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
 - Consult the dealer or an experienced radio/TV technician for help.
- 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 or Declaration 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.

Canada

CAN ICES-3 (B)/NMB-3(B)

This Class B digital apparatus complies with Canadian ICES-003.
Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

Where to get help

Manual

See the *User's Guide* for general setup and usage information.

Telephone support services

To speak with a support specialist, call (562) 276-4394 (U.S.) or (905) 709-3839 (Canada), 6 AM to 8 PM, Pacific Time, Monday through Friday, and 7 AM to 4 PM, Pacific Time, Saturday.

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

Internet support

Visit www.epson.com (U.S.) or www.epson.ca (Canada) and search for your product to view manuals, get FAQs, or contact Epson.

Registration

You can register online at www.epson.com/webreg.

Epson America, Inc. Limited Warranty

2-Year Moverio Glasses Limited Warranty and 90-Day Accessories Limited Warranty Terms and Conditions

- A. What Is Covered:** Epson America, Inc. ("Epson") warrants to the original purchaser of the Epson product enclosed with this limited warranty statement that the product, if purchased new and operated in the United States, Canada, or Puerto Rico, will conform to the manufacturer's specifications, and will be free from defects in workmanship and materials for a period of two (2) years from the date of original purchase. Accessories included with the product are warranted for 90 days. This warranty is not transferable.
- B. What Epson Will Do To Correct Problems:** Should your hardware product prove defective during the limited warranty period, please call Epson at the number at the end of this statement. An Epson service technician will answer during Epson's regular support hours (currently 6:00 AM to 8:00 PM Pacific Time, Monday through Friday, and 7:00 AM to 4:00 PM on Saturdays—subject to change), and provide telephone diagnostics to determine whether the product requires service. When you call, please be prepared to provide the unit serial number and original date of purchase. You may also need to provide proof of purchase if the technician cannot verify warranty coverage using the serial number. If warranty service is required, Epson will replace the defective unit without charge for parts or labor. If Epson authorizes an exchange for the defective unit, we will ship a replacement product to you, freight prepaid, so long as you use an address in the United States, Canada, or Puerto Rico. The replacement unit will use Epson standard configurations and if applicable, default operating systems settings. Your data and applications cannot be restored and should be backed up by you before you return the defective unit. The replacement product may be new or refurbished to the Epson standard of quality. You are responsible for securely packaging the defective unit and returning it to Epson within five (5) working days of receipt of the replacement. Epson requires a debit or credit card number to secure the cost of the replacement product in the event you fail to return the defective one. When warranty service involves the exchange of the product or of a part, the item replaced becomes Epson property. If Epson cannot provide service on your product for any reason and no longer sells the same model, we will replace your product with a model of equal or superior value. Replacement products or parts assume the remaining warranty period of the original product. Accessory items, such as lens shades, are warranted for 90 days.

C. What This Warranty Does Not Cover:

1. Any damage caused by misuse, abuse, improper installation, or neglect; disasters such as fire, flood, or lightning; or improper electrical currents, software, or interaction with non-Epson products
2. Any damage caused by or any service for third-party software, applications, parts, components, or peripheral devices added to the product after its shipment from Epson, such as dealer- or user-added boards, components, or cables
3. Damage due to excessive, continual usage
4. Damage caused by failure to properly maintain the product (see your *User's Guide* for details)
5. Service when the product is used outside the U.S., Canada, or Puerto Rico
6. Warranty service if the product label, logo, rating label, or serial number has been removed
7. Consumables or any items that are identified as being replaceable by the user in the product documentation (see your *User's Guide* for details)
8. Loss of data
9. Any damage from service performed by anyone other than an Epson Authorized Servicer
10. Damage resulting from operation or storage in areas with smoke, oil, high humidity, steam, corrosive gases or chemicals, excessive dust, vibration, or shock
11. Cosmetic damage caused by handling or normal wear and tear during use
12. Any product or parts purchased as used, refurbished, or reconditioned

13. Any damage caused by using improper packaging materials or improper packaging and shipping when returning a product for repair or replacement. You will be invoiced for such shipping damage to product

Postage, insurance, or shipping costs incurred in presenting your Epson product for carry-in warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

- D. DISCLAIMER OF WARRANTIES:** EPSON'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO EITHER, AT EPSON'S OPTION, REPAIR OR REPLACEMENT AS SET FORTH ABOVE. THE WARRANTY AND REMEDY PROVIDED ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATION MADE BY ANY OTHER PERSON OR FIRM ARE VOID. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- E. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY:** IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, OR INJURY TO PROPERTY, RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE ORIGINAL RETAIL PURCHASE PRICE OF THE PRODUCT. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- F. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS:**
- 1. Disputes.** The terms of this Section F 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 dispute, claim, controversy, or action between you and Epson 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"). You and Epson also agree, notwithstanding Section F, that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim.
 - 2. Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Section F, 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 F(6). Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Ave., Los Alamitos, CA 90720. 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 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 F(2).
 - 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 F(2) above, then either party may initiate 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 RIGHT TO DISCOVERY AND GROUNDS FOR APPEAL ARE MORE LIMITED THAN IN COURT.** Pursuant to this Agreement, 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 procedure, see Section F(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 F, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section F shall survive termination of this Agreement.
 - 4. Exception—Small Claims Court.** Notwithstanding the parties' agreement to resolve disputes through arbitration, you or we 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.
 - 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 herein shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.**
 - 6. Arbitration Procedure.** 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, 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. 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 F(1) above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. 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. Each party will have the right to use legal counsel in connection with arbitration at its own expense. 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 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

- 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 (3) 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 (1) copy of the Demand for Arbitration to the other party (at the same address as the notice of a dispute, above in Section F(2)), 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.

- 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 Section F of this Agreement by sending a written letter to the Epson address listed above in Section F(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 F. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement 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.**
- 8. Amendments to Section F.** 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 F (or resolve disputes as provided for in Section F(7), if you timely elected to opt-out when you first assented to this Agreement).
- 9. Severability.** If any provision in this Section F 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 F(5). This means that if Section F(5) is found to be unenforceable, the entire Section F (but only Section F) shall be null and void.**
- G. Other Provisions:**

1. Other Rights You May Have: The Epson Limited Warranty Program gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
2. Governing Law: Except for claims subject to arbitration pursuant to Section F, you and Epson agree that the law of the state or country where you reside shall govern.
3. Jurisdiction: Except for claims subject to arbitration pursuant to Section F, in the event of a dispute you and Epson both consent to the jurisdiction of the courts in your state of residence or, if you do not reside in a state, then of the courts in Orange County, California.

To find the Epson Authorized Reseller nearest you, please visit: www.epson.com in the U.S. or www.epson.ca in Canada. To find the Epson Customer Care Center nearest you, please visit www.epson.com/servicecenterlocator in the U.S. or www.epson.ca/servicecenterlocator in Canada. To contact the Epson ConnectionSM, please call (800) 637-7661, or (562) 276-4394 in the U.S. and (905) 709-3839 in Canada.

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