Terms of Use

This statement covers the terms of use for all users of this Site. The Site is owned and operated by Epson America, Inc. ("Epson"), except for the sale of products through the online store, The Epson Store, which is operated by Epson's Subsidiary, Epson Accessories, Inc. to The Epson Store, which is operated by Epson America Inc. All of the contents, including text, images, product descriptions, illustrations, design, software files and audio and video materials ("Materials"), contained in this Site are provided by Epson subject to your compliance with the terms and conditions set forth below. If you do not agree to the terms and provisions of this Legal Notice, you should not use the Site or download Materials from the Site.

Ownership of Materials

The Site and its Materials are owned by Epson and are copyrighted. You may not distribute, modify, reproduce or use any Materials, in whole or in part, without the prior written consent of Epson, except that you may download Materials for your non-commercial, personal use only, provided you keep intact all copyright and other proprietary notices.

Trademark Information

Epson is a wholly-owned subsidiary of Seiko Epson Corporation. EPSON, the EPSON logo, and the EPSON Exceed Your Vision logo are registered trademarks of Seiko Epson Corporation ("SEC"), registered in the U.S. and other countries. SEC and its affiliates, including Epson America, Inc., own many other trademarks and registered trademarks (the "Trademarks"). Any questions concerning Trademarks should be referred to Epson through the webmaster. For a partial list of U.S. Trademarks owned by Epson please review Trademark Information.

Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks displayed on this Site without the written consent of Epson or such party that may own the Trademarks. The absence of a product or service name or logo attribution anywhere in the text of this Site does not constitute a waiver of any trademark or other intellectual property rights concerning that product or service name or logo. All other products and brand names are trademarks and/or registered trademarks of their respective companies. Epson disclaims any interest in those marks.

Download

In the event you download software from the Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by Epson. Use of the Software is subject to the license terms in the Software License Agreement that accompanies the Software. Epson does not transfer title to the Software to you. You own the medium on which the Software is recorded, but Epson retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

Third Party Companies and Products

Mention of third party products, companies, and web sites on this Site is for informational purposes only and constitutes neither an endorsement nor a recommendation. Epson makes no representations regarding the quality, safety or suitability of any products by third party companies. All third party products must be ordered directly from the vendor and all licenses and warranties, if any, are made between you and the vendor. Links to third party web sites are provided solely as a convenience to you. Epson has no control over the contents of any other web site and makes no representation whatsoever regarding the content of any other web site. When you use these links, you will leave this Site. Epson does not endorse or have any responsibility for the content, information, products on the site or for materials and information contained in any third party web site.

The Site utilizes the YouTube API to display videos and other information relevant to Epson's video content, and you are agreeing to be bound by the YouTube Terms of Service, Privacy Policy, and API Services Terms of Service when engaging YouTube content and services through the Site. We take no responsibility for the privacy practices of third-party services and encourage you to carefully review the privacy policies of any third-party service you access.

Feedback and Information

Any feedback you provide at this Site, by electronic mail or otherwise, including data, questions, comments, suggestions or the like shall be deemed to be non-confidential and non-proprietary. Epson and its affiliates shall be free to use such information for any purpose on an unrestricted basis.

Disclaimer

THE SITE AND ITS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EPSON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Epson does not warrant the accuracy and completeness of the Materials or services provided at this Site. Epson also does not warrant that any functions of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available is free from viruses or other harmful components. Some jurisdictions may not allow the exclusion of an implied warranty so some of the above exclusions may not apply to you in all circumstances.

Limitation of Liability

IN NO EVENT WILL EPSON OR ITS AFFILIATES ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES THAT RESULT FROM YOUR ACCESS TO, USE OF, OR INABILITY TO USE, THIS SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE, EVEN IF EPSON OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR USE OF THE SITE IS AT YOUR RISK. NEITHER EPSON NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OR YOUR ACCESS TO, OR USE OF, THE SITE. Some jurisdictions may not allow a limitation or exclusion on damages, so the above may not apply in all circumstances. In no event shall Epson 's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including but not limited to negligence) or otherwise) exceed the amount paid by you, if any, for accessing this Site.

Jurisdictional Issues

Unless otherwise specified, the materials in the site are presented solely for the purpose of promoting products and providing support to customers in the United States and Canada. This Site is controlled and operated by Epson from its offices within the State of California, United States of America. Epson makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, including without limitations U.S. export laws and regulations. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country on any such U.S. export prohibition list.

Miscellaneous

The terms herein shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. In the event that any of the provisions herein are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these terms

shall otherwise remain in full force and effect. Prices, product descriptions and illustrations in this Site are subject to change without notice. Inventory of some items is limited to supply on hand.

For information about the use of any personally identifying information provided to Epson when you use this Site, please review our Privacy Policy.

Update of Terms and Conditions Herein

Epson may from time to time revise these Terms and Conditions by updating this posting. Please visit this page periodically to review the current Terms and Conditions because they are binding on you. Your continued use of the Site will mean you accept any changes.

© 2021 Epson America, Inc.

https://epson.com/terms-of-use Page 4 of 4