

This document contains the following four sections presented in the order listed below:

- [EPSON END USER SOFTWARE LICENSE AGREEMENT | EPSON RC+ |](#)
- [PRIVACY STATEMENT FOR DATA COLLECTION: | EPSON RC+ | FOR CUSTOMERS OUTSIDE THE AMERICAS AND CHINA](#)
- [PRIVACY STATEMENT FOR DATA COLLECTION: | EPSON RC+ | FOR CUSTOMERS IN CHINA](#)
- [PRIVACY STATEMENT | EPSON RC+ | FOR CUSTOMERS IN THE AMERICAS](#)
- [PRIVACY STATEMENT | EPSON RC+ | FOR CUSTOMERS IN EUROPE, MIDDLE EAST AND AFRICA](#)

The document begins with the EULA, followed sequentially by the three versions of the Privacy Statement based on the user's region.

The versions of the End User Software License Agreement and Privacy Statement, including those in Chinese (Simplified and Traditional), are available at the following URL:

包括简体中文和繁体中文语言版本在内的最终用户软件许可协议和隐私声明，可在以下网址查阅：

包括簡體中文與繁體中文語言版本在內的最終用戶軟體授權協議與隱私權聲明，可於以下網址查閱：

<https://support.epson.net/terms/ms/?MKN=Epson%20RC%EF%BC%8B%208.0&PINF=swlist>

EPSON END USER SOFTWARE LICENSE AGREEMENT | EPSON RC+ |

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THIS SOFTWARE.

IF YOU ACQUIRE THIS SOFTWARE IN AUSTRALIA, SECTIONS 17-19 OF THIS DOCUMENT MAY APPLY TO YOU. SECTIONS 18.1 AND 19.1 DESCRIBE WHEN THESE SECTIONS MAY APPLY. SECTIONS 17-19 SET OUT MANDATORY STATUTORY PROTECTIONS WHICH CANNOT BE EXCLUDED UNDER LAW. WHERE INDICATED, OTHER TERMS IN THIS AGREEMENT ARE SUBJECT TO SECTIONS 17-19.

IF YOU ARE LOCATED IN THE UNITED STATES, SECTIONS 20-23 OF THIS DOCUMENT APPLY TO YOU. SECTION 22 CONTAINS A BINDING ARBITRATION PROVISION THAT LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT BEFORE A JUDGE OR JURY, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS FOR CERTAIN DISPUTES. AN "OPT-OUT" IS AVAILABLE UNDER SECTION 22.7 FOR THOSE WHO WISH TO BE EXCLUDED FROM THE ARBITRATION AND CLASS WAIVER.

This is a legal agreement ("Agreement") between you (an individual or entity, referred to hereinafter as "you") and Epson (Epson means Seiko Epson Corporation or affiliated companies of Seiko Epson Corporation according to your residence (for entity, referring to the location of the head office, and collectively referred to as "Residence"), collectively referred to hereinafter as the "Epson") for the software programs, including any related documentation, firmware, or updates (collectively referred to hereinafter as the "Software") you purchased the license for. **BEFORE INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU NEED TO REVIEW AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE EPSON PRIVACY POLICY stated in Section 16 AND THE TERMS AND CONDITIONS OF SOFTWARE LICENSE PURCHASE (I.E. SOFTWARE LICENSE PRICE, LICENSE TERM, ETC.). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT INSTALL OR USE THE SOFTWARE.**

If you agree and the Agree ("ACCEPT", "OK" or any similar representation of agreement) button/box is presented at all, click on that button/box. If you do not agree and the Disagree ("EXIT", "Cancel" or any similar representation of disagreement) button/box is presented at all, click on that button/box.

If you do not agree, but instead are entitled to get a refund of the license purchase price, please obtain the refund from Epson or the place of purchase. In such cases, you need to return the Software along with the packaging and related materials if you have obtained the Software with such packaging and related materials, and you need to delete the Software if you have downloaded and obtained the Software.

Please note that some software programs accompanying the Software may require the purchase of a separate paid license in order to make them available for your use. You are responsible for such purchase.

1. **Grant of License.** Subject to your compliance with the terms and conditions of this Agreement, Epson grants you, for the license term only, a limited, nonexclusive, nonsublicensable and nonassignable license to:

(i) use the Software on a device ("Device") solely for the purpose of operating Epson brand robot

controller and its peripheral product (the "Epson Hardware") controlled by You;

(ii) transfer all of your rights to use the Software to another person or legal entity, provided that the recipient also agrees to the terms of this Agreement and you transfer all of the enclosed materials of this Agreement, including this Agreement and all backup copies for the Software to such person or entity. Your license rights under this Section will automatically terminate upon such transfer; and

(iii) access additional License (for free or for a fee) expressly set forth in additional terms.

For avoidance of doubt, if any additional terms and conditions specific to the Software are set forth in an appendix of this Agreement, you must also comply with those additional terms and conditions.

2. **Upgrades and Updates.** Epson may, from time to time, issue an upgrade, updated version, modified version, or additions to or for the Software (collectively, "Updates"). You acknowledge that Epson has no obligation to provide you with any Updates to the Software. Unless other terms and conditions apply, this Agreement will apply to the Updates.

3. **Other Rights and Limitations.** You agree not to use or copy the Software in any way, except as otherwise licensed herein, or transfer your rights licensed under this Agreement in any way, except as otherwise licensed herein. You agree not to modify, adapt or translate the Software and further agree not to attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. You agree to comply with any technical limitations in the Software that allow you to use the Software only in certain ways and not to use the Software in any ways that circumvents any technical limitations in the Software. You may not sublicense, rent, lease, distribute, lend the Software to third parties, except as otherwise licensed herein. The Software is licensed as a single unit, and its component programs may not be separated for some other use. Further, you agree not to place the Software onto or into a shared environment accessible via a public network such as the Internet or otherwise accessible by others other than licensed herein. Furthermore, upon purchasing and using the license for the Software, you are also required to comply with the terms and conditions of software license purchase.

4. **Ownership.** Title, ownership rights, and intellectual property rights in and to the Software shall remain with Epson or its licensors and suppliers. The Software is protected by United States Copyright Law, copyright laws of Japan and international copyright treaties, as well as other intellectual property laws and treaties. There is no transfer to you of any title to or ownership of the Software and this License shall not be construed as a sale of any rights in the Software. You agree not to remove or alter any copyright, trademark, registered mark and other proprietary notices on any copies of the Software. Epson and/or its licensors and suppliers reserve all rights not granted. The Software may also contain images, illustrations, designs and photos ("Materials"), and the copyright of such material belongs to Epson and/or its licensors and suppliers, protected by national and/or international intellectual property laws, conventions and treaties.

5. **Open Source and Other Third-Party Components.** Notwithstanding the foregoing license grant, you acknowledge that certain components of the Software may be covered by third-party licenses, including so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format (such third-party components, "Third-Party Components"). A list of Third-Party Components, and associated license terms (as required), for particular versions of the Software is indicated at <https://support.epson.net/terms/>, the end of this Agreement, relevant user manual/storage media, or the license information displayed on your Device/in Software. To the extent required by the licenses covering Third-Party Components, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Third-Party Components prohibit any of the restrictions in this Agreement with respect to such Third-Party Components, such restrictions will not apply to such Third-Party Component.

6. **Disclaimer of Warranty and Remedy.** Subject to Section 18.1 (which may apply to you if you acquire goods and services from Epson in Australia), you acknowledge and agree that the use of the Software is at your sole risk. THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. EPSON AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. Epson does not warrant that the operation of the Software will be uninterrupted, error free, free from viruses or other harmful components or vulnerabilities, or that the functions of the Software will meet your needs or requirements. Epson's sole, exclusive and entire liability and your exclusive remedy for breach of warranty shall be limited to a refund of the price paid for the Software license. Epson is not liable for performance delays or for

nonperformance due to causes beyond its reasonable control. This Limited Warranty is void if failure of the Software resulted from accident, abuse, or misapplication. THE STATED LIMITED WARRANTIES AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS. EPSON DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, RECENCY, COMPLETENESS, AND ACCURACY. SOME STATES OR JURISDICTIONS, HOWEVER, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, AND IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. **Limitation of Liability.** Subject to Section 18.1 and/or 19.1 (which may apply to you if you acquire goods and services from Epson in Australia), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EPSON OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THE EXERCISE OF RIGHT UNDER THIS AGREEMENT, OR ARISING OUT OF THIS AGREEMENT, EVEN IF EPSON OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS, AND IN SUCH STATES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. UNLESS THE ABOVE RESTRICTIONS APPLY, EPSON'S TOTAL LIABILITY FOR DAMAGES (CUMULATIVE LIABILITY) SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SOFTWARE LICENSE.

8. **U.S. Government Acquisition of the Software.** This Section applies to all acquisitions of the Software by or for the U.S. Government ("Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, "other transaction" ("OT"), or other activity with the Government. By accepting delivery of the Software, the Government, any prime contractor, and any subcontractor agree (a) that the Software qualifies as "Commercial products," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial computer software" and "Commercial computer software documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable, and (b) that consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Software is provided to the Government only as a Commercial product and with only those rights as are granted to all other end users pursuant to this Agreement. The terms and conditions of this Agreement govern the Government's (and the prime contractor and subcontractor's) use and disclosure of the Software, and supersede any conflicting terms and conditions of the contract, grant, cooperative agreement, OT, or other activity pursuant to which the Software is delivered to the Government. If this Software fails to meet the Government's needs, if this Agreement is inconsistent in any respect with Federal law, or if the above provisions of 48 C.F.R. do not govern, the Government agrees to return the Software, unused, to Epson.

9. **Export Restriction.** You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by export control laws in the United States and other countries or any other export laws, restrictions or regulations.

10. **Entire Agreement.** Subject to Section 19.1 (which may apply to you if you acquire goods and services from Epson in Australia), this Agreement is the entire agreement between the parties related to the Software and supersedes any purchase order, communication, advertisement, or representation concerning the Software.

11. **Binding Agreement; Assignees.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives.

12. **Severability.** If any provision herein is found void or unenforceable by a court of competent jurisdiction (subject to Section 22.8 and 22.9 if you are located in the U.S.), it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13. **Indemnification.** Subject to Section 19.1 (which may apply to you if you acquire goods and services from Epson in Australia), you agree that you will indemnify and hold harmless, and upon Epson's request, defend Epson and its directors, officers, shareholders, employees and agents from and against any and all losses, liabilities, damages, costs, expenses (including reasonable attorneys' fees), actions,

suits, and claims arising from (i) any breach of any of your obligations in this Agreement or (ii) any use of the Software. If Epson asks you to defend any such action, suit or claim, Epson will have the right, at its own expense, to participate in the defense thereof with counsel of its choice. You will not settle any third-party claims for which Epson is entitled to indemnification without the prior written approval of Epson.

14. **Termination.** Without prejudice to any other rights of the parties, each party may terminate this Agreement, effective on notice to the other party, if the other party fails to comply with this Agreement. Upon termination, you must cease using the Software, and all copies thereof, must be immediately destroyed.

15. **Capacity and Authority to Contract.** You represent that you are of the legal age of majority in your state or jurisdiction of residence and have all necessary authority to enter into this Agreement, including, if applicable, due authorization by your employer to enter into this Agreement. Epson represents that it has all necessary authority to enter into this Agreement.

16. **Privacy, Information Processing.** The Software may have the ability to connect over the Internet to transmit data to and from your Device. For example, if you install the Software, the Software may cause your Device to send information about your Epson Hardware and/or the Software such as model and serial number, country identifier, language code, operating system information, and usage information to Epson. However, no personally identifiable information will be transmitted. Epson may also send promotional or service information to your Device for display. Any processing of information provided through the Software, shall be according to applicable data protection laws and the Epson Privacy Policy located at https://global.epson.com/privacy/area_select_confirm_eula.html. To the extent permitted by applicable laws, by agreeing to the terms of this Agreement and by installing the Software, you consent to the processing and storage of your information in and/or outside your country of residence. **If there is a specific privacy policy indicated at the end of this Agreement, incorporated into the Software and/or displayed when you use the Software (for example, in the case of certain software application software), such specific privacy policy is incorporated into the Epson Privacy Policy stated above.**

**(THE FOLLOWING SECTIONS 17-19 OF THIS DOCUMENT MAY APPLY TO YOU IF YOU
ACQUIRE GOODS OR SERVICES IN AUSTRALIA (SEE SECTIONS 18.1 AND 19.1 FOR FURTHER
INFORMATION AS TO WHEN THESE SECTIONS APPLY))**

17. **Definition.** For the purpose of the following Sections 18-19 of this Agreement, the Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

18.1 **Acquiring Product as a Consumer.** If you acquire the Software in Australia as a consumer under the Australian Consumer Law, which can include individuals or businesses or other entities of any size, this Agreement is subject to the following Sections 18.2 and 18.3.

18.2 **Australian Consumer Law.** Nothing in this Agreement applies where it would exclude, restrict or modify any right or remedy you may have under the Australian Consumer Law if such right or remedy cannot lawfully be excluded, restricted or modified.

Notwithstanding anything to the contrary in this Agreement, if you acquire goods (other than goods acquired for the purpose of resupply) and services from Epson as a consumer, they come with statutory guarantees under the Australian Consumer Law that are not excluded by any other terms of this Agreement.

The statutory guarantees include (without limitation) the following:

Goods must be of acceptable quality. This means they must:

- be safe;
- be free from defects;
- be acceptable in appearance and finish;
- do all the things someone would normally expect them to do;
- match any demonstration model or sample;
- be fit for the purpose which Epson has represented to you it would be fit for;
- match the description of the goods given by Epson; and
- meet any express warranty given by Epson to you at the time of your purchase about their performance,

condition and quality.

Services provided by Epson must:

- be provided with due care and skill or technical knowledge;
- be fit for the purpose or give the results that have been agreed to; and
- be delivered within a reasonable time when there is no agreed end date.

To the extent that Epson fails to comply with a consumer guarantee applicable to you under the Australian Consumer Law you are entitled to the remedies as set out in the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with Epson; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

18.3 Disclaimer of Warranty and Remedy. Section 6 will not apply to you. The following section will apply instead:

EXCEPT THAT NOTHING IN THIS CLAUSE EXCLUDES, RESTRICTS OR MODIFIES ANY WARRANTIES, GUARANTEES, RIGHTS OR REMEDIES WHICH CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW: (1) THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND; (2) EPSON AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE; (3) Epson does not warrant that the operation of the Software will be uninterrupted, error free, free from viruses or other harmful components or vulnerabilities, or that the functions of the Software will meet your needs or requirements; (4) Epson is not liable for performance delays or for non-performance due to causes beyond its reasonable control; and (5) EPSON DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, RECENCY, COMPLETENESS, AND ACCURACY.

19.1 Acquiring Product under a Consumer or Small Business Contract. If:

- (a) you are an individual and you acquire the Software wholly or predominantly for personal, domestic or household use or consumption; or
 - (b) this agreement constitutes a small business contract (as that term is defined in the Australian Consumer Law from time to time),
- then the following Sections 19.2-19.3 will apply to you.

19.2 Limitation of Liability. Section 7 will not apply to you. The following section will apply instead: Subject to Section 18.1, IN NO EVENT WILL A PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THE EXERCISE OF RIGHT UNDER THIS AGREEMENT, OR ARISING OUT OF THIS AGREEMENT, EVEN IF THAT PARTY OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S TOTAL LIABILITY FOR DAMAGES (CUMULATIVE LIABILITY) SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SOFTWARE LICENSE.

19.3 Entire Agreement; Indemnification. Sections 10 (Entire Agreement) and 13 (Indemnification) will not apply to you.

(IF YOU ARE LOCATED IN THE UNITED STATES, THE FOLLOWING SECTIONS 20-23 APPLY TO YOU)

20. Downloadable Updates. You may also be able to download from an Epson Internet site

updates or upgrades to the Software if such updates or upgrades are made available. If you agree to install the Software, any transmissions to or from the Internet, and data collection and use, will be in accordance with Epson's then-current Privacy Policy, and by installing the Software you agree that such then-current Privacy Policy shall govern such activities.

21. **Epson Accounts and Promotional Messages. U.S. Privacy Statement.** In addition, if you install the Software and register your Epson Hardware with Epson, and/or you create an account at the Epson Store, and provided your consent to such use, you agree that Epson may merge the data collected in connection with installation of the Software, registration of your Epson Hardware and/or creation of your Epson Store account, consisting of personal information and non-personally identifiable information, and use such merged data to send you Epson promotional or service information. If you do not wish to send information about your Epson Hardware or receive promotional or service information, you will be able to disable these features on a Windows system through the Monitoring Preferences section in the driver. On a Mac operating system, you can disable these features by uninstalling the Epson Customer Research Participation and Low Ink Reminder software. If you are based in the United States, the Privacy Statement for Customers in the United States governs the processing of your personal information by Epson and is hereby incorporated by reference.

22. **DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS**

22.1 **Disputes.** The terms of this Section 22 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 past, present, or future dispute, claim, controversy or action between you and Epson including those that arose before the existence of this or any prior Agreement 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"). A "Dispute" also does not include a request for public injunctive relief. You and Epson agree, consistent with Section 22.6(a), that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim, as well as whether a claim seeks public injunctive relief.

22.2 **Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Section 22, 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 22.6. Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Avenue, Los Alamitos, CA 90720-2335. 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 EAILegal@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 22. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and we agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration.

Consistent with Section 22.6(a), you and Epson agree that any disagreements regarding compliance with this Section 22.2 shall be decided by a court, not an arbitrator; pending resolution of any such disagreements by a court, which may include requests to compel compliance with this Section 22.2, you and we agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section 22.2 is complete. You and Epson acknowledge that either party's failure to comply with the provisions of this Section 22.2 would irreparably harm the other, and you and Epson agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in this Section 22.2 is complete.

22.3 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 22.2 above, then either party may initiate binding arbitration. Except as stated below in Section 22.4, 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, and except as stated below in Section 22.6(h), 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 the procedure to initiate arbitration and what your demand for arbitration should include, see Sections 22.6(g) and 22.6(h) 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 22, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section 22 shall survive termination of this Agreement.

22.4 Exception - Small Claims Court. Notwithstanding the parties' agreement to resolve Disputes through arbitration, either party can elect to have an individual claim resolved in small claims court of your state or municipality if the action is within that court's jurisdiction, even if the claim was initiated by another party in a different forum.

22.5 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 above in Section 22.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

22.6 Arbitration Procedure.

- a) The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, except for requests for public injunctive relief, if any, which shall be decided by a court, not an arbitrator. If either party seeks public injunctive relief, that request for relief shall be severed from any arbitration proceeding and stayed pending a final determination of the arbitration. Nothing in Section 22 of this Agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and you and we agree to cooperate to effect the stay of any requests for public injunctive relief.

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, and consistent with Sections 22.1, 22.2, 22.6(a) and 22.6(h) of this Agreement, a court may determine: (i) 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 22.1 above; (ii) disagreements regarding compliance with the initial dispute resolution provisions in Section 22.2 above; (iii) disagreements regarding claims for public injunctive relief as set forth in this Section 22.6(a); and/or (iv) disagreements regarding the provisions for "Mass Arbitration" in Section 22.6(h) below.

- b) **Costs of Arbitration and Legal Fees.** In some instances, the costs of arbitration can exceed the costs of litigation. Each party will have the right to use legal counsel in connection with arbitration at its own expense. If, however, the arbitrator determines that a claim or defense asserted by you or Epson is patently frivolous or in bad faith, the arbitrator may award the reasonable legal fees and costs incurred by the other party defending against the claim or defense. By way of illustration only, and without limitation, a patently frivolous claim may be found where it is based on a product never purchased by a claimant.
- c) **Discovery.** The discovery or exchange of non-privileged information relevant to the

Dispute may be allowed during the arbitration. The right to discovery may be more limited in arbitration than in court.

- d) **Awards.** The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction.
- e) **Hearing Format and Location.** 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.
- f) **Settlement Offers.** 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.
- g) **Initiation of Arbitration Proceeding Before JAMS.** Except as stated in Section 22.6(h) below, 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. If either you or Epson decides to arbitrate a Dispute before JAMS, 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. The demand also must identify the product purchased, identify the date and place of purchase and, if possible, provide the serial number and proof of purchase. You can find a copy of a demand for arbitration at <http://www.jamsadr.com>.
 - (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 (at the same address as the notice of a dispute, above in section 22.2), or as otherwise agreed by the parties.
- h) **Initiation of Mass Arbitration Before FedArb.** Notwithstanding Sections 22.3 and 22.6(g), if 20 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration."

If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by FedArb, a nationally recognized arbitration provider, and governed by the FedArb Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "FedArb Rules"), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500. You and we agree that the Mass Arbitration shall be resolved using FedArb's Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>.

Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb's Framework for Mass Arbitration Proceedings ADR-MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb.

Consistent with Section 22.6(a) above, you and Epson agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or Epson may seek an order from a court of competent jurisdiction compelling compliance with this

Section 22.6(h) and compelling administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and Epson acknowledge that either party's failure to comply with the provisions of this Section 22.6(h) would irreparably harm the other, and you and Epson agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 22.6(h) are resolved by the court.

22.7 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 Sections 22.3 to 22.6 of this Agreement by sending a written letter to the Epson address listed above in Section 22.2 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 22. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement, including this Section 22, 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.

22.8 Amendments to Section 22. 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 22 (or resolve disputes as provided for in Section 22, if you timely elected to opt-out) when you first assented to this Agreement.

22.9 Severability. If any provision in this Section 22 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 22.5. This means that if Section 22.5 is found to be unenforceable, the entire Section 22 (but only Section 22) shall be null and void.

23. For New Jersey Residents. NOTWITHSTANDING ANY TERMS SET FORTH IN THIS AGREEMENT, IF ANY OF THE PROVISIONS SET FORTH IN SECTIONS 6 OR 7 ARE HELD UNENFORCEABLE, VOID OR INAPPLICABLE UNDER NEW JERSEY LAW, THEN ANY SUCH PROVISION SHALL NOT APPLY TO YOU BUT THE REST OF THE AGREEMENT SHALL REMAIN BINDING ON YOU AND EPSON. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT IS INTENDED TO, NOR SHALL IT BE DEEMED OR CONSTRUED TO, LIMIT ANY RIGHTS AVAILABLE TO YOU UNDER THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT.

24. Other Governing Law and General Matters
(IF YOU ARE LOCATED IN JAPAN, THE FOLLOWING SECTION APPLYS TO YOU)

24.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Japan, without giving effect to its conflicts of laws provisions. In case of any dispute regarding the Software between you and Epson, the Tokyo District Court shall be the agreed court with exclusive jurisdiction. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded in all cases.

(IF YOU ARE LOCATED IN EUROPE, MIDDLE EAST and AFRICA, THE FOLLOWING SECTION APPLYS TO YOU)

24.2 Governing Law and Jurisdiction. This section shall apply to all disputes between you and Epson. Any dispute between you and Epson, whether in contract or in tort, shall be heard and determined by the courts of Amsterdam in the Netherlands, unless we give notice to you requiring it to be heard and determined in a country in which you have your Residence. You irrevocably consent to the registration and enforcement in and by the courts of any other country of any judgement obtained against you in the Courts of Amsterdam in the Netherlands, or such other permitted country, and undertake not to challenge

or obstruct any such registration or enforcement proceedings.

(IF YOU ARE LOCATED IN SOUTHEAST ASIA, THE FOLLOWING SECTION APPLYS TO YOU)

24.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the country in which you have Residence. This section shall apply to all disputes between you and Epson. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and to be administered by the Singapore International Arbitration Centre. The number of arbitrators shall be one (1), and such arbitrator shall be appointed by Epson. The place and seat of arbitration shall be the country in which you have Residence, unless otherwise determined by Epson. You agree that the decision of the arbitrator shall be final and binding, and you undertake not to challenge or obstruct any such registration or enforcement proceedings. The language used in the arbitration proceedings shall be English.

(IF YOU ARE LOCATED IN CHINA, THE FOLLOWING SECTION APPLYS TO YOU)

24.4 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. All disputes arising from or in connection with this Agreement shall be resolved through friendly consultation. If such disputes cannot be resolved through such consultation, such disputes shall be submitted to Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for arbitration. The seat of arbitration shall be Beijing. The arbitral award is final and binding upon both parties.

[2025]

Appendix: Additional terms and conditions specific to the Software.

A-1. Additional License for software listed in Table A.

(i) to install (including activating the license for the Software, "License Activation", hereinafter) the Software on a single computer, as the Device, controlled by you solely for the purpose of operating the Epson Hardware controlled by You. If you have an Installation Media ("Installation Media" means a tangible media of Epson brand recording "Epson Robot Software Installer"), you may install the Software on multiple Devices by using the Installation Media. However, License Activation is limited to one computer for the Software "RC+ 8.0 Version 8.1.x.x Basic Edition"; and

(ii) to make backup copies of the Software solely for the purpose of supporting your use of the Epson Hardware.

(iii) to provide a third party, at your own risk, with library files created with Library Builder of RC+ 8.0 Premium only in the case the Software means RC+ 8.0 Premium, provided that you agree and cause such third party agree, that (a) such providing is done by you and not by Epson, and (b) any agreement with such third party for such providing is between you and not Epson. In addition, such agreement will include all the terms and conditions as follows:

-The library files may only be used for the purpose of using the software listed in Table A for which such third party has a right of use;

-Attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the library files are prohibited; and

-Circumvents any technical limitations on the library files are prohibited, where such technical limitations allow users to use the library files only in certain ways.

A-2. Additional Restrictions for software listed in Table A.

(i) Use of the Software is granted only for the computer, as the Device, associated with the Software, where such association is limited in a manner specified by Epson.

(ii) Transfer the Software requires complying with all the terms of this Agreement and transferring the Installation Media along with any other materials required by this Agreement. In addition, transfer the Software after License Activation requires transferring the computer on which the Software has been activated and activation key for the License Activation along with any other materials required by this Agreement for the Software "RC+ 8.0 Version 8.1.x.x Basic Edition". For the avoidance of doubt, you still have the right to use the Software after transferring the Software, provided that you still remain the computer on which the Software has been activated even after the transfer.

(iii) You can check the license term of the Software on the "License Settings" screen within the Software. In addition, the following license term and fees apply to the following Software:

-RC+ 8.0 Version 8.1.x.x Lite Edition: Free of charge with use of Epson Hardware.

-RC+ 8.0 Version 8.1.x.x Basic Edition: Available for a fee.

-RC+ 8.0 Version 8.1.x.x Trial Edition: Free of charge for 30 days from License Activation of the Software

-RC+ 8.0 Version 8.1.x.x Standard Edition Pilot License: Free of charge from the date of License Activation until the later of one month after the date of License Activation or March 31, 2026. However, the license must be activated by March 31, 2026 (including that date). Thereafter the license may be available for a fee.

-RC+ 8.0 Version 8.1.x.x Premium Edition Pilot License: Free of charge from the date of License Activation until the later of one month after the date of License Activation or March 31, 2026. However, the license must be activated by March 31, 2026 (including that date). Thereafter the license may be available for a fee.

(iv) License Activation requires the following information to be sent to Epson from the Device: identification information (e.g., device ID, OS information, and country information) and license key information. We use this information only for the purpose of license authentication and license management.

(v) Epson collect information and measure usage trends of the Software only if you consent to participate in the usage survey of the Software (hereinafter referred to as the "Usage Survey"). Should you take part in the Usage Survey, the Privacy Statement for Usage Survey, attached hereto, shall apply.

A-3. Notice for software listed in Table A.

(i) The Software includes part of XVL Kernel, which is the copyrighted work of Lattice Technology Co., Ltd., as Third-Party Components, and the copyright and other rights therein belong to Lattice Technology Co., Ltd provided that the Software is "Epson RC+ x.x" other than "Epson RC+ x.x Express Edition" where

each of the x.x represents its software version number.

B-1. Additional Restrictions for software listed in Table B1.

- (i) Use of the Software requires the purchase of a separate paid license for the Software listed in Table B1 in addition to the software listed in Table A or Table C. Upon expiration of the license term for the software listed in Table A and Table C, your use of the Software listed in Table B1 will cease in whole or in part at that time.
- (ii) Use of the Software is granted only for the Epson brand robot controller, as the Device, associated with the Software, where such association is limited in a manner specified by Epson.
- (iii) Transfer the Software after License Activation requires transfer of the Epson brand robot controller associated with the Software, where such association is limited in a manner specified by Epson.

B-2. Additional Restrictions for software listed in Table B2.

- (i) Use of the Software requires the purchase of a separate paid license for the Software listed in Table B2 in addition to the software listed in Table A or Table C. Upon expiration of the license term for the software listed in Table A and Table C, your use of the Software listed in Table B2 will cease in whole or in part at that time.
- (ii) Use of the Software is granted only for a single computer, as the Device, connected to an USB device associated with the Software, where such association is limited in a manner specified by Epson.
- (iii) Transfer your rights to use the Software requires transfer of the USB device associated with the Software, where such association is limited in a manner specified by Epson.

C-1. Additional License for software listed in Table C.

- (i) to install (including License Activation) the Software on multiple computers, as the Device ("Computers"), controlled by you, and to use the Software on the Computers, solely for the purpose of operating Epson Hardware or for educational purposes related to operating Epson Hardware, in accordance with conditions separately specified by Epson (including the number of license keys granted).
- (ii) to make backup copies of the Software solely for the purpose of supporting your use of the Epson Hardware.

C-2. Additional Restrictions for software listed in Table C.

- (i) Use of the Software is granted only for the Computers, associated with the Software, where such association is limited in a manner specified by Epson. Furthermore, notwithstanding the provisions of this Agreement, use of the Software is permitted solely for the purpose of operating Epson Hardware or for educational purposes related to operating Epson Hardware.
- (ii) Notwithstanding the provisions of this Agreement, you may not transfer the Software to another person or legal entity.
- (iii) Following license term and fees apply to the Software:
the license term is one year from the date of initial License Activation on one of Computers, and a license fee is required.
- (iv) License Activation requires the following information to be sent to Epson from the Device: identification information (e.g., device ID, OS information, and country information) and license key information. We use this information only for the purpose of license authentication and license management.
- (v) Epson collect information and measure usage trends of the Software only if you consent to participate in the usage survey of the Software (hereinafter referred to as the "Usage Survey"). Should you take part in the Usage Survey, the Privacy Statement for Usage Survey, attached hereto, shall apply.

Table A

RC+ 8.0 Version 8.1.x.x Trial
RC+ 8.0 Express Edition Version 1.1.3.x
RC+ 8.0 Express Edition Trial Version 1.1.3.x
RC+ 8.0 Version 8.1.x.x Lite Edition
RC+ 8.0 Version 8.1.x.x Basic Edition
RC+ 8.0 Version 8.1.x.x Standard Edition
RC+ 8.0 Version 8.1.x.x Premium Edition

Table B1

External Control Point 8.0
RC+ API 8.0
Vision Guide 8.0

OPC UA for Robotics Part1 8.0
Conveyor Tracking 8.0
GUI Builder 8.0
OCR 8.0
Fieldbus Master 8.0
Part Feeding 8.0
RC+ Express Advanced 8.0
FC 8.0 for 3rd party sensor
Arm Length Calibration 8.0
PLC function block 8.0
Safety Function 8.0 (SLS/SLP)
Vibration Reduction Technology 8.0 LIC
Real Time Motion Control 8.0 LIC

Table B2

ECP 8.0 for USB Key
RC+ API 8.0 for USB Key
Vision Guide 8.0 for USB Key
OPC UA for RB Pt1 8.0 for USB Key
Conveyor Tracking 8.0 for USB Key
GUI Builder 8.0 License for USB Key
OCR 8.0 License for USB Key
Fieldbus Master 8.0 for USB Key
Part Feeding 8.0 License for USB Key
RC+ Express Advanced 8.0 for USB Key
FC 8.0 LIC for 3rd party for USB Key
Safety 8.0 LIC (SLS/SLP) for USB Key

VRT 8.0 for USB Key
Real Time Motion 8.0 LIC for USB key

Table C

RC+ 8.0 Version 8.1.x.x Education Edition

[RC+8 custom Ver1.2/2025]

PRIVACY STATEMENT FOR DATA COLLECTION: USAGE SURVEY: | EPSON RC+ | FOR CUSTOMERS OUTSIDE THE AMERICAS AND CHINA

Version of August/2025 (application includes Europe, Middle East and UK)

For Personal Data held in Epson's CRM (Customer Relationship Management) records in Europe, Middle East and Africa, "the Privacy Statement | Epson Rc+ | For Customers In Europe, Middle East And Africa" attached hereto will apply.

Introduction

This Privacy Statement (hereinafter referred to as "this Statement") provides information about the privacy and data usage practices of Seiko Epson Corporation and its subsidiaries and affiliates (hereinafter referred to as "Epson," "we," or "us") concerning the Epson RC+ application (hereinafter referred to as "this Application") and other application products or application features that reference, link to, or include this Statement (collectively referred to as "Services"). This Statement is for customers outside the United States and does not apply to other Epson websites, applications, or services. Please read this Statement carefully.

Information Collected Through the Application and Feature Availability Based on User Consent

We collect information and measure usage trends of this application and services only if the user consents to participate in the usage survey of this application (hereinafter referred to as the "Usage Survey").

We use Google Analytics, provided by Google LLC, for this information collection. This Usage Survey does not collect personally identifiable information.

Lite Edition and Basic Edition

In the Lite Edition, an upgrade to the Basic Edition is available only during the period in which the user has consented to the Usage Survey. Even if the user does not consent to the Usage Survey, the Lite Edition remains available. Additionally, the Basic Edition can be used by purchasing a separate license. The user may change their consent to the Usage Survey at any time through the application.

Standard Edition

From the Basic Edition, the Standard Edition or the Standard Edition Pilot License is available under the following options:

Option 1: By consenting to the Usage Survey, the user may use the Standard Edition during the period of consent and until 31 March 2027.

As an exception, if the user activates a Basic Edition license between 1 March 2026 and 31 March 2026 and consents to the Usage Survey, the user may use the Standard Edition for one year and one month from the date of License Activation, and only while the user continues to consent to the Usage Survey.

After this period, the user will have the option to:

- i)** Purchase the Standard Edition license; or
- ii)** Return to the Basic Edition.

Option 2: If the user does not consent to the Usage Survey, they may register the Standard Edition Pilot License and receive free access until the later of one month after the date of License Activation or 31 March 2026.

After this period, the user will have the option to:

- i)** Consent to the Usage Survey after purchasing a Basic Edition license (valid during the period of consent and for one year from the first consent); or
- ii)** Purchase the Standard Edition license; or
- iii)** Use the Lite Edition, or, if a Basic Edition has been purchased, use the Basic Edition.

*The Standard Edition and the Standard Edition Pilot License offer the same functions and operability. The only difference is that the free usage period of the Pilot License ends on the later of one month after the date of License Activation or 31 March 2026.

*Free licenses provided are subject to the applicable terms of use, and the Company reserves the right to revoke access upon notice.

Premium Edition

The Premium Edition is available through the Premium Edition Pilot License as follows:

By registering the Premium Edition Pilot License, the user may receive free access to the Premium Edition until the later of one month after the date of License Activation or 31 March 2026.

After this period, the user will have the option to:

- i) Consent to the Usage Survey after purchasing a Standard Edition license (valid during the period of consent and for one year from the first consent); or
- ii) Purchase the Premium Edition license; or
- iii) Use the Lite Edition, or, if a Basic Edition has been purchased, use the Basic Edition.

*Free licenses provided are subject to the applicable terms of use, and the Company reserves the right to revoke access upon notice.

Information Collected in The Usage Survey

System Information:

- OS, processor, memory capacity, locale settings, network interface information, GPU information

RC+ Operation, Settings, and Usage Information:

- Participation consent and related information for the usage survey
- RC+ version, RC+ startup and shutdown, RC+ error occurrence information
- Processing time of various RC+ operations, operations of each screen element (e.g., clicks, menu selections)
- RC+ license and its authentication information
- Command execution information in the command window, RC+ API, LabView call information
- PC and controller connection settings, system settings
- Development environment settings, language settings, window layout settings, license settings
- Simulator, Operator mode, Security settings (e.g., number of users per group, operation permissions assigned to each group)

Project Settings and Usage Information:

- Projects, programs, IO labels, user-defined errors, point files, macros, build simulators, Diagnostics

Options and their related Settings and Usage Information:

- Vision Guide, Force Guide, Conveyor Tracking, GUI Builder, Part Feeding, RC+API, OPC UA, Library Builder

Controller Settings and Usage Information:

- Controller model, firmware version
- Controller settings, robot setting, robot parameters (e.g., tool, local), controller option usage status
- Safety function, Operational Information (e.g., cumulative operating time)
- Statistical information on system history (e.g., error occurrences and frequencies)

Considerations for Personal and Technical Information in This Usage Survey:

In this Usage Survey, we do not collect the following information that could lead to the user's personal or technical information. Instead, we collect it in a pseudonymized or statistical form:

- Details of processes such as programs, vision sequences, and force sequences created by the user
- Names of files, functions, labels, comments, and other user-defined strings set by the user
- GUI screens and image data created by the user, CAD data
- Identifiers for identifying the customer, their operating environment, and hardware (serial number, hardware ID)

Purpose of Information Use

Epson uses the above information to understand how users interact with their devices and this Application, continuously improve services, diagnose and fix technical issues, and develop and evaluate new features. Aggregated information may be shared within Epson's affiliated companies. For a list of Epson's affiliated companies, please visit: (https://global.epson.com/company/global_network/). For information on how Google LLC uses the above information, please visit: (<https://policies.google.com/technologies/partner-sites>).

Information Storage Method

Usage Survey data is stored and processed by Google LLC, and Epson uses and analyzes this data. This information may be stored and processed in Japan.

International Transfers

Seiko Epson is based in Japan and has operations worldwide. As a result, your information may be transferred, processed, and stored in Japan. Your use of the Services or provision of any information to Epson constitutes your consent to the cross-border transfer of your information. **Furthermore, if the**

laws of your location restrict the cross-border transfer on certain categories of important data or personal information, please ensure you do not provide such information to us through this software.

Contact Information

If you have any questions about this Statement, our practices, or your dealings with the Services, please contact the sales company listed in the privacy and information processing link of the EULA (End User License Agreement).

PRIVACY STATEMENT FOR DATA COLLECTION: USAGE SURVEY: | EPSON RC+ | FOR CUSTOMERS IN CHINA

Version of August/2025

Introduction

This Privacy Statement (hereinafter referred to as "this Statement") provides information about the privacy and data usage practices of Seiko Epson Corporation and its subsidiaries and affiliates (hereinafter referred to as "Epson," "we," or "us") concerning the Epson RC+ application (hereinafter referred to as "this Application") and other application products or application features that reference, link to, or include this Statement (collectively referred to as "Services"). This Statement is for customers outside the United States and does not apply to other Epson websites, applications, or services. Please read this Statement carefully.

Information Collected Through the Application and Feature Availability Based on User Consent

We collect information and measure usage trends of this application and services only if the user consents to participate in the usage survey of this application (hereinafter referred to as the "Usage Survey").

We use Google Analytics, provided by Google LLC, for this information collection. This Usage Survey does not collect personally identifiable information.

Lite Edition and Basic Edition

In the Lite Edition, an upgrade to the Basic Edition is available only during the period in which the user has consented to the Usage Survey. Even if the user does not consent to the Usage Survey, the Lite Edition remains available. Additionally, the Basic Edition can be used by purchasing a separate license. The user may change their consent to the Usage Survey at any time through the application.

Standard Edition

From the Basic Edition, the Standard Edition or the Standard Edition Pilot License is available under the following options:

Option 1: By consenting to the Usage Survey, the user may use the Standard Edition during the period of consent and until 31 March 2027.

As an exception, if the user activates a Basic Edition license between 1 March 2026 and 31 March 2026 and consents to the Usage Survey, the user may use the Standard Edition for one year and one month from the date of License Activation, and only while the user continues to consent to the Usage Survey.

After this period, the user will have the option to:

- i) Purchase the Standard Edition license; or
- ii) Return to the Basic Edition.

Option 2: If the user does not consent to the Usage Survey, they may register the Standard Edition Pilot License and receive free access until the later of one month after the date of License Activation or 31 March 2026.

After this period, the user will have the option to:

- i) Consent to the Usage Survey after purchasing a Basic Edition license (valid during the period of consent and for one year from the first consent); or
- ii) Purchase the Standard Edition license; or
- iii) Use the Lite Edition, or, if a Basic Edition has been purchased, use the Basic Edition.

*The Standard Edition and the Standard Edition Pilot License offer the same functions and operability. The only difference is that the free usage period of the Pilot License ends on the later of one month after the date of License Activation or 31 March 2026.

*Free licenses provided are subject to the applicable terms of use, and the Company reserves the right to revoke access upon notice.

Premium Edition

The Premium Edition is available through the Premium Edition Pilot License as follows:

By registering the Premium Edition Pilot License, the user may receive free access to the Premium Edition until the later of one month after the date of License Activation or 31 March 2026.

After this period, the user will have the option to:

- i) Consent to the Usage Survey after purchasing a Standard Edition license (valid during the period of consent and for one year from the first consent); or
- ii) Purchase the Premium Edition license; or
- iii) Use the Lite Edition, or, if a Basic Edition has been purchased, use the Basic Edition.

*Free licenses provided are subject to the applicable terms of use, and the Company reserves the right to revoke access upon notice.

Information Collected in The Usage Survey

System Information:

- OS, processor, memory capacity, locale settings, network interface information, GPU information

RC+ Operation, Settings, and Usage Information:

- Participation consent and related information for the usage survey
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- RC+ license and its authentication information
- Command execution information in the command window, RC+ API, LabView call information
- PC and controller connection settings, system settings
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- Simulator, Operator mode, Security settings (e.g., number of users per group, operation permissions assigned to each group)

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- Projects, programs, IO labels, user-defined errors, point files, macros, build simulators, Diagnostics

Options and their related Settings and Usage Information:

- Vision Guide, Force Guide, Conveyor Tracking, GUI Builder, Part Feeding, RC+API, OPC UA, Library Builder

Controller Settings and Usage Information:

- Controller model, firmware version
- Controller settings, robot setting, robot parameters (e.g., tool, local), controller option usage status
- Safety function, Operational Information (e.g., cumulative operating time)
- Statistical information on system history (e.g., error occurrences and frequencies)

Considerations for Personal and Technical Information in This Usage Survey:

In this Usage Survey, we do not collect the following information that could lead to the user's personal or technical information. Instead, we collect it in a pseudonymized or statistical form:

- Details of processes such as programs, vision sequences, and force sequences created by the user
- Names of files, functions, labels, comments, and other user-defined strings set by the user
- GUI screens and image data created by the user, CAD data

- Identifiers for identifying the customer, their operating environment, and hardware (serial number, hardware ID)

Purpose of Information Use

Epson uses the above information to understand how users interact with their devices and this Application, continuously improve services, diagnose and fix technical issues, and develop and evaluate new features. Aggregated information may be shared within Epson's affiliated companies. For a list of Epson's affiliated companies, please visit: (https://global.epson.com/company/global_network/). For information on how Google LLC uses the above information, please visit: (<https://policies.google.com/technologies/partner-sites>).

Information Storage Method

Usage Survey data is stored and processed by Google LCC, and Epson uses and analyzes this data. This information may be stored and processed in Japan.

International Transfers

Seiko Epson is based in Japan and has operations worldwide. As a result, your information may be transferred, processed, and stored in Japan. Your use of the Services or provision of any information to Epson constitutes your consent to the cross-border transfer of your information. **Furthermore, if the laws of your location restrict the cross-border transfer on certain categories of important data or personal information, please ensure you do not provide such information to us through this software.**

Contact Information

If you have any questions about this Statement, our practices, or your dealings with the Services, please contact Epson (China) Co.,Ltd
Email: privacy@ecc.epson.com.cn

PRIVACY STATEMENT | EPSON RC+ | FOR CUSTOMERS IN THE AMERICAS

Version of August/2025

Introduction

This Privacy Statement (hereinafter referred to as "this Privacy Statement" or "Statement")) provides information about the privacy and data usage practices of Seiko Epson Corporation and its subsidiaries and affiliates (hereinafter referred to as "Epson," "we," or "us") concerning the Epson RC device ("Epson Device(s)") and respective software application ("the Application") and other application products or application features that reference, link to, or include this Statement (all of the aforementioned are collectively referred to as "Services"). This Statement does not apply to other Epson websites, applications, or services.

Please read this Privacy Statement carefully, it contains important information about the personal information Epson processes, how Epson processes it, and for what purposes.

This Privacy Statement is intended to apply to the collection and processing of personal information from customers and individuals residing or based in the United States only. If you have questions or concerns regarding this Statement or wish to exercise your rights and choices as provided herein, contact Epson's Privacy Coordinator by sending an email to: epson.privacy@ea.epson.com. You can also fill out our [online privacy feedback form](#) available on our website, or send a letter to:

*Epson America, Inc.,
Attn: Privacy Coordinator,
3131 Katella Avenue,
Los Alamitos, CA 90720.*

1. How We Collect Information

Epson collects information you provide directly to Epson via your interactions with us and your use of our Services. For example, Epson collects information when you create an account with us, subscribe to Epson's communications, use our software products, or engage with Epson's representatives for customer support and other purposes. The information Epson collects may include Personal Information. "Personal Information" is information that identifies, relates to or may be linked to an individual, such as first and last name, email address, IP address and other information.

Some information is collected automatically through your use and interactions with the Services, such as device information, log information, and usage information. Please note that certain information collection will be used to find, understand, fix issues, and improve performance of the Services. Below we indicate the different categories of information we collect.

- i. Contact Information: includes information such as your first and last name, email address, postal address, phone number and other similar contact information.
- ii. Account Information: includes information you provide when you create an account with us, such as an Epson Global ID, and may include your IP address, passwords, security information

used for authentication and access to the Application, your preferred language for use of the Application, and your time zone.

- iii. Payment Information: includes information about your payment methods and billing address.
- iv. User Information: includes information about the Services users and who will register under your account, including their contact information, such as name and email.

Epson may use aggregated or anonymized information derived from your use of the Services, such as, without limitation, device performance and settings information, internet provider, carrier, operating system; hardware information; localization information; date and time spent on the Services, metrics and statistics, and other similar information for its legitimate business purposes, including to improve its Services. Epson also collects information from you when you participate in Usage Surveys. Aggregated or anonymized information does not qualify as personal information, and will be used within Epson, so we can conduct analytics and research, diagnose and fix technical issues, and improve our products and services. Epson uses Google Analytics to collect information about your use of the Services. Information collected via Google Analytics does not identify you. Please see Section 4 below for more information. If we combine aggregated or anonymized information with personal information, we will treat the combined information as personal information pursuant to this Statement. Aggregated or anonymized information may be shared with Epson's affiliated companies. For a list of Epson's affiliated companies, please visit: (https://global.epson.com/company/global_network/).

Information Collected From Third Parties. Epson may also obtain information from third parties, and Epson will protect such information as described in this Privacy Statement and pursuant to any additional restrictions imposed by the source of the information. These third-party sources vary over time and may include (i) Epson partners, with which we offer Epson products, services, or engage in co-marketing activities; (ii) Data brokers from which we purchase demographic data to supplement the data we collect; (iii) Third-party services that make user-generated content from their service available to others, such as local business reviews or public social media posts; (iv) Communication services, including email providers and social networks, when you give us permission to access your information on such third-party services or networks; (v) Service providers that help us determine your device's location; (vi) Partners with which we offer co-branded services or engage in joint marketing activities; (vii) Publicly-available sources, such as social media, open public sector, academic, and commercial information sets and other data sources.

To the extent Epson combines such third-party sourced information with personal information collected directly from you, Epson will treat the combined information as personal information under this Privacy Statement. Epson is not responsible for the accuracy of the information provided by third parties or third-party practices. Epson uses this information for its legitimate business purposes, which may include providing and improving Epson products and services, as well as offering you other products, services and features you may be interested in. You can unsubscribe from Epson's marketing communications at any time.

2. How We Use Information

Epson uses the information it collects to provide the Services to you, which includes updating, securing, troubleshooting, as well as providing support. We also use information for other legitimate business purposes, including operating our business, analyzing Services performance, and doing research. Below we provide further details about how and why we use the information we collect.

- Manage your account when you create an account with Epson;
- Conduct ordinary business operations related to the Services and your use of the Services;
- Provide customer service and support for the Services;
- Transact and communicate with you, respond to your comments, questions and requests, send you informational notices, and contact you if we need to obtain or provide additional information from you;
- Facilitate, manage, personalize and improve the Services;
- Conduct research and analysis, including focus groups and surveys for product development and improvement;
- Engage in marketing activities, including sending direct marketing to customers, such as advertisements and communications about the Services, offers, promotions, rewards, events, and other Epson products and services. You may opt-out from receiving marketing communications at any time.
- Prevent and address fraud, breach of policies or terms and threats or harm.
- Maintain and protect the safety, integrity, and security of the Services; and
- Meet our legal obligations and comply with the law.

3. How We Share Information

Epson's agents, vendors, consultants, and other service providers (collectively "Service Providers") may receive limited access to your information in connection with their work on our behalf. These Service Providers are contractually prohibited from using Personal Information for any purpose other than providing such work. Epson may share information about you and your use of the Services with Epson's +affiliated companies located in different countries. Epson may also share information with its channel partners, resellers, and distributors for legitimate business purposes. When we share your information, we require the recipient to abide by our data privacy and security requirements, and we contractually prohibit the use of Personal Information for any purpose other than as indicated in this Privacy Statement. Epson may also share information about you as follows:

- To comply with the law, law enforcement or other legal process, and except as prohibited by applicable law, in response to a government request;
- To protect the rights, property, life, health, security and safety of Epson, the Services or any third party; and
- In connection with, or during negotiations of, any proposed or actual merger, purchase, sale or any other type of acquisition or business combination of all or any portion of Epson's assets, or transfer of all or a portion of Epson's business to another company.

4. Use of Cookies

Epson uses cookies, pixels, web beacons, and other similar technologies (collectively, "Cookies") when you visit our website ("Site"), and use any of the services provided through our Site. We also engage certain providers (such as advertising networks, analytics providers and social media platforms and networks) to use Cookies. Under the various Privacy Laws, consumers have the right to opt-out of processing of personal information for "targeted advertising" and activities that are classified as a "sale" and/or "sharing," which may include data collection by Cookies. Epson allows you to enable or disable Cookies. For example, you can use controls in your internet browser to limit the use of Cookies, you can change our default settings by using the toggles we provide, and you can withdraw your consent by clearing or blocking Cookies. Please note, some features of our websites may not be available to you as a result. For Google Analytics, at your end, you may exercise an opt out going to tools.google.com/dlpage/gaoptout or downloading the Google Analytics Opt-out Browser Add-on. You may adjust your Google advertising settings by visiting adssettings.google.com. You can also enable Global Privacy Control on your browser.

5. For How Long We Retain Information

Epson retains personal information, including information about your use of the Services, for as long as necessary to provide the Services to you, to provide support for the Services, meet its legitimate business purposes, comply with legal obligations, resolve disputes, and enforce our agreements, as allowed by applicable laws. When personal information is no longer required to meet our legitimate business purposes, we will destroy or delete the information.

6. Additional Disclosure for California Residents and Other U.S. State Residents

These additional disclosures apply only to individuals who reside in U.S. states that have passed comprehensive privacy laws, including California. California law requires us to disclose information with respect to our privacy practices. If you are a California resident, this section applies to you in addition to the other provisions of this Privacy Statement. The California Consumer Privacy Act of 2018 ("CCPA") provides California consumers the right to know, correct, delete, and opt out of the sale and sharing of their personal information, and requires businesses collecting or disclosing personal information to provide notices and means to exercise rights. Epson will process your information in accordance with the applicable privacy law.

A. Notice of Collection

In the past 12 months, we have collected directly or indirectly the following categories of personal information enumerated in the CCPA:

- **Identifiers**, including name, email address, account name, IP address, and an ID or number assigned to customer accounts.
- **Customer records**, including name, email address.
- **Internet activity**, including interactions with our Service.
- **Device Information**, including device serial number and configuration information

- **Device and Usage Data**, data about the type of device or browser used, operating software, your device's regional and language settings, and device identifiers such as IP address.

For more information on information we collect, including the sources we receive information from, please review Section 1 above. We use these categories of personal information for the business purposes described in Section 2 above, including to provide and manage the Services. We use and partner with different types of entities to assist with our daily operations and management of the Service and therefore share information with them. Please review Section 3 above for more details about the parties we have shared information with. In Section 5 above, we explain our information retention practice.

B. Your Privacy Rights

If you are a California resident, you have the right to correct, delete the personal information we have collected from you and the right to know certain information about our data practices in the preceding 12 months. You also have non-discrimination right for exercising your privacy rights. You have the right to request the following from us:

- The categories of personal information we have collected about you;
- The categories of sources from which personal information was collected;
- The categories of personal information about you we disclosed for a business purpose or sold;
- The categories of third parties to whom the personal information was disclosed for a business purpose or sold;
- The business or commercial purpose for collecting or selling personal information; and
- The specific pieces of personal information we have collected about you.

Privacy laws also allow you to request the transfer of your personal information to another party in a digital form. Where you have provided your consent to our information processing, you have the right to withdraw it at any time. To exercise any of these rights, please submit a request through our online form available at <https://dsar.goepson.com> or call our U.S. toll free number at 1-800-822-0313. In the request, please specify which right you are seeking to exercise. We will confirm receipt of your request within the timelines set by law. For requests to know, correct, or delete, we may require specific information from you to help us verify your identity and process your request. If we are unable to verify your identity, we may deny your requests to know, correct, or delete.

C. Authorized Agent

You can designate an authorized agent to submit requests on your behalf. As authorized by the CCPA, we may require written proof of the agent's permission to do so.

D. Shine the Light

Customers who are residents of California may request (i) a list of the categories of personal information disclosed by us to third parties during the immediately preceding calendar year for those third parties' own direct marketing purposes; and (ii) a list of the categories of third parties to whom we disclosed such information. To exercise a request, please write us at the email or postal address set out in "Contact Us" above and specify that you are making a "California Shine the Light Request." We may require additional information from you to allow us to verify your identity and are only required to respond to requests once during any calendar year.

Nevada consumers may submit requests directing businesses not to sell certain kinds of personal

information that the business has collected or will collect about the consumer. A sale under Nevada law is the exchange of personal information for monetary consideration by the business to a third party for the third party to license or sell the personal information to other third parties. If you are a Nevada consumer and wish to obtain information about our compliance with Nevada law, please contact us at privacy.contact@ea.epson.com.

7. Children's Privacy

The Services are not intended for nor targeted toward children under the age of thirteen (13). Epson does not knowingly collect personal information as defined by the U.S. Children's Privacy Protection Act ("COPPA") from children under the age of thirteen (13), and if Epson learns that it has collected such information, Epson will delete the information in accordance with COPPA. If you are a child under the age of thirteen (13), you are not permitted to use the Services and should not send any information about yourself to Epson. If you are a parent or guardian and believe Epson has collected information in a manner not permitted by COPPA, please contact Epson using the information provided above.

8. Data Security

Epson takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Nevertheless, please be aware that information transmission via the Internet is not completely secure, and when connected to the Internet, we cannot fully guarantee the security of your information we have collected about you.

9. International Transfers

Seiko Epson is based in Japan and has operations worldwide. Seiko Epson has affiliates based in the United States, and other countries. As a result, your information may be transferred, processed, and stored in the United States, Japan, and other countries we operate and will receive the legal protections granted by the applicable laws. If you are accessing the Service from outside of the U.S., please be aware that information collected through the Service may be transferred to, processed, stored and used in the United States. Your use of the Services or provision of any information to Epson constitutes your consent to the transfer to and from, processing, usage, sharing and storage of your information, including Personal Information, in the United States and/or Japan.

10. Changes to this Privacy Statement

Epson reserves the right to revise and reissue this Privacy Statement at any time. Any changes will be effective immediately upon posting the revised Privacy Statement on our website. You agree to review any updated Privacy Statement, Subject to applicable law, your continued use of the Services indicates your consent to the updated Privacy Statement. If the changes are material, Epson may provide you with additional notice, to your e-mail address.

11. How to Contact Epson

For any requests relating to your Personal Information, or if you have any questions about this Privacy

Statement, you can send an email to: epson.privacy@ea.epson.com. You can also contact Epson by mail. Our address is: 3131 Katella Ave, Los Alamitos, CA 90720

CALIFORNIA RESIDENTS: To submit a request to exercise your Consumer privacy rights, or to submit a request as an authorized agent, use our [Consumer Rights Request Portal](#), or call us at 1-800-822-0313, and respond to any follow-up inquiries we make. Please be aware that we do not accept or process requests through other means (e.g., via fax, chats, social media etc.).

OREGON RESIDENTS: Epson is currently registered in the state of Oregon as *Epson America, Inc.*

Applicable Countries

This Privacy Statement applies to the following countries.

North America

Canada
United States
Mexico

Central America

Belize
Costa Rica
El Salvador
Guatemala
Honduras
Nicaragua
Panama

South America

Argentina
Bolivia
Brazil
Chile
Colombia
Ecuador
Guyana
Paraguay
Peru
Suriname
Uruguay

Venezuela

Caribbean Countries (Geographically part of North America)

Antigua and Barbuda

Bahamas

Barbados

Cuba

Dominica

Dominican Republic

Grenada

Haiti

Jamaica

Saint Kitts and Nevis

Saint Lucia

Saint Vincent and the Grenadines

Trinidad and Tobago

Puerto Rico

· PRIVACY STATEMENT | EPSON RC+ | FOR CUSTOMERS IN EUROPE, MIDDLE EAST AND AFRICA

Privacy Information Statement

Personal Data

held in Epson's CRM (Customer Relationship Management) records

Edition 2.0 01/04/2024

Epson cares about your privacy and by this statement gives information about your personal data, held in Epson's CRM records and associated systems.

What personal data Epson collects and holds

Most information in Epson's CRM records relates to organisations with whom Epson companies do (or seek to do) business. However, Epson also holds (and will hold in the future) some information about you as an individual associated with such an organisation.

- Basic contact information such as your name, e-mail address, telephone number or extension, and job role within your company. This may have been provided by you (or by your organisation) or an Epson partner or obtained from publicly available records such as websites or trade directories.
- Any additional information you have told Epson companies or staff about yourself.

- Information added by Epson staff concerning contacts made with you and about the extent of your interest in Epson products.

The Controller

Epson Europe B.V. is the controller of your personal data.

Epson Europe B.V.
Azië Building, Atlas Arena
Hoogoorddreef 5
1101BA Amsterdam Zuid
The Netherlands.

The purpose for processing personal data about you

(‘Processing’ means anything Epson does with the information about you including gathering it, holding it, using it and disclosing it.)

The only purpose for which Epson will process your personal data is enabling contact (by Epson and its subsidiary companies) with your organisation.

The legal basis for this is that it is necessary for the legitimate interests of Epson or companies within the Epson group in making and maintaining contact with your organisation.

If you choose to give information beyond that which Epson requires you to provide, the basis for processing that information is your consent, as demonstrated by your voluntarily providing it. You have the right to withdraw that consent at any time. You can do this by writing to Epson at the address shown above or following instructions in the paragraph **“Contacting Epson to exercise your rights”**.

If, in the future, Epson wishes to process your data for some other purpose it will first provide you with information about that other purpose.

If you are an existing customer: Epson may also use your personal data for the purpose of electronic marketing communications to your organisation, (normally by e-mail to you). which may include:

- conducting surveys and asking your organisation’s opinion on our products and services
- notifying your organisation of products or offers that may be of interest to it
- notifying your organisation of promotions such as free gifts, contests and prize draws.
- marketing analysis and customer profiling
- invitations to events

You can opt out of this additional purpose (independently of your right to object to Epson processing data for the general purposes described above) at any time by writing to Epson at the address shown above, or following instructions in the paragraph **“Contacting Epson to exercise your rights”**.

If you are not an existing customer: Epson is unable to use your personal data for the purpose of sending electronic marketing communications to the organisation you represent, without your specific consent.

How long Epson will hold my data for sales activities

Epson will hold your personal data while your organisation is recorded in Epson's records. When this ceases to be the case your information will only be kept as an archive record.

Personal data may be held for longer periods where extended retention periods are required by law or regulation and in order to establish, exercise or defend Epson's legal rights.

What personal information Epson shares with third parties and transfers outside the EEA

Epson uses third parties to perform some processing activities on its behalf. Some or all of your personal data may be disclosed to them, but they are only permitted to use the disclosed data for the purposes for which Epson holds your data and in accordance with Epson's directions.

Some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Epson shares your personal data within Epson's companies. This involves transferring your personal data outside the European Economic Area (EEA).

If you are located in a country outside the EEA, your personal data will be also transferred to that country.

Whenever Epson transfers your personal data outside the EEA, Epson ensures that a similar degree of protection is afforded to it by the implementation of at least one of the following safeguards:

Epson will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.

When Epson shares your personal data within Epson's companies or uses certain third parties, Epson uses the Model contracts for the transfer of personal data to third countries approved by the European Commission, which give personal data the same protection it has in Europe.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data outside the EEA.

Data Security

Epson has security measures in place to protect your information and prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, Epson gives access to your personal data to those employees, agents, contractors and other third parties based on "need to know" principle. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

Epson has procedures in place to deal with any suspected personal data breach and will notify you and any applicable authority of a breach where we are legally required to do so.

Contacting the Epson Data Protection Officer

The controller of the information and its European Data Protection Officer may be contacted by writing to:

The EDPO

Epson Europe B.V.

Azië Building, Atlas Arena

Hoogoorddreef 5

1101BA Amsterdam Zuid

The Netherlands.

or, using E-mail: edpo@epson.eu

Contacting Epson to exercise your rights

As a “data subject” you have statutory rights to request from Epson access to and rectification or erasure of personal data or restriction of processing concerning yourself or to object to processing as well as the right to data portability and the right to lodge a complaint with a supervisory authority.

Please provide Epson with your personal details in this form so we can verify your identity. In some circumstances we may request additional forms of ID from you, such as your passport or driving license.

You can exercise your statutory rights at any time by writing at the contacts above or using the link [Contact us about your data | Epson United Kingdom](#).

[End of Privacy Statement]