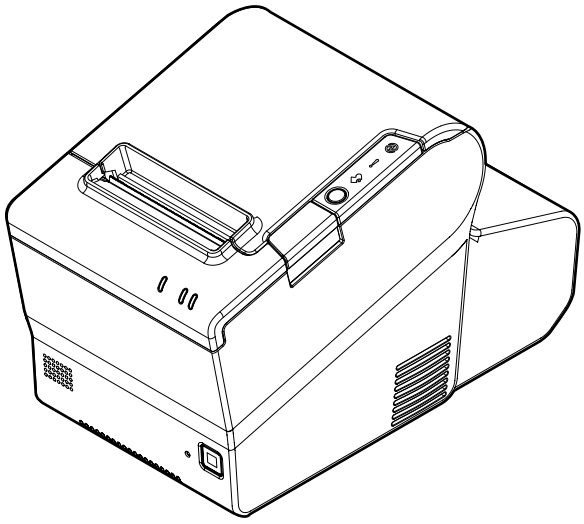
EPSON
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TM-T88VI-DT2

User's Manual

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M00112601EN

Important Safety Information

This manual presents important information intended to ensure safe and effective use of this product. Read this manual carefully and store it in an accessible location.

For information on development of a system with this product and setup, see also *Technical Reference Guide*. You can access *Technical Reference Guide* from the included *Manual CD*.

If Windows Embedded POSReady7 or Windows Embedded POSReady 2009 is installed on your model, be sure to read "MICROSOFT SOFTWARE LICENSE TERMS" at the end of this manual before you start using the product. If you do not accept any one of the terms, do not use the product.

Key to Symbols

The symbols in this manual are identified by their level of importance, as defined below. Read the following carefully before handling the product.

⚠ WARNING:

Warnings must be observed carefully to avoid serious bodily injury.

⚠ CAUTION:

Cautions must be observed to avoid minor injury to yourself, damage to your equipment, or loss of data.

Note:

Notes have important information and useful tips on the operation of your product.

Safety Precautions

⚠ WARNING:

- ***If this product produces smoke, a strange odor, or unusual noise, immediately unplug the AC cable, and contact qualified service personnel. Continued use may lead to fire or electric shock.***
- ***Do not use this product with any voltage other than the specified one. Doing so may lead to fire or electric shock.***
- ***Be sure to use the specified AC adapter. Connection to an improper power source may cause fire.***
- ***Use only the power cable supplied with this product. In addition, use the supplied power cable only for this product. Other use may cause electric shock or fire.***
- ***Do not connect the cables in ways other than those specified in the manuals. Different connections may cause equipment damage or fire.***
- ***Do not block the openings of this product. This may cause overheating inside the product and lead to fire.***
  - ***Do not place the product in an unventilated narrow location, such as a bookshelf.***
  - ***Do not place the product on carpet.***
  - ***Do not cover the product with any fabric.***

- ❑ ***Do not use this product where inflammable fumes of gasoline, benzine, thinner, or other inflammable liquids may be in the air. Doing so may cause an explosion or fire.***
- ❑ ***Do not use aerosol sprayers containing flammable gas inside or around this product. Doing so may cause fire.***
- ❑ ***If water or other liquid spills into this product, immediately unplug the AC cable, and contact qualified service personnel. Continued use may lead to fire or shock.***
- ❑ ***Do not allow foreign objects to fall into this product. Penetration by foreign objects may lead to fire or electric shock.***
- ❑ ***Never attempt to repair this product yourself. Improper repair work can be dangerous.***
- ❑ ***Never disassemble or modify this product. Tampering with this product may result in injury, fire, or electric shock.***
- ❑ ***Do not attempt to open or disassemble the internal lithium battery. This could result in burns or release of hazardous chemicals.***
- ❑ ***Do not leave the internal lithium battery in a hot place such as near a fire or a heater because it could overheat and ignite.***

⚠ *CAUTION:*

- ❑ *Do not use this product in locations subject to high humidity or dust levels. Excessive humidity and dust may cause paper jams and other problems, such as fire, or electric shock.*
- ❑ *Be sure to set this product on a firm, stable, horizontal surface. The product may break or cause injury if it falls.*
- ❑ *Do not stand on or place heavy objects on top of this product. Equipment may fall or collapse, causing breakage and possible injury.*
- ❑ *Be sure to use this product with the connector cover attached. If it is not attached, foreign objects may enter this product, causing fire or equipment damage.*
- ❑ *When you move this product, be sure to hold the main body. If you hold only the connector cover, it may come off and the main body may break or cause injury if it falls.*
- ❑ *The print head can be very hot during and immediately after printing. If you need to touch it, such as for cleaning, wait until it cools down. Touching it before that may cause burns.*
- ❑ *Be careful of the cutter blades of the printer.*
- ❑ *Make sure that the total power requirements of all devices receiving power from this product do not exceed the power supplying capability of the product. Otherwise, the devices may be damaged.*
- ❑ *Connecting an outdoor overhead LAN cable directly to this product may lead to lightning damage. If you need to connect such a cable to the product, the cable must be protected against an electrical surge between the cable and the product. You should avoid connecting the product to a non-surge protected outdoor overhead LAN cable.*
- ❑ *Do not connect a telephone line to the drawer-kick connector of this product. The telephone line or product may become damaged.*
- ❑ *To ensure safety, unplug this product before leaving it for an extended period.*
- ❑ *Confirm the rated current of the external devices by checking the descriptions on the devices or manuals. Do not use a device whose rated current is unclear.*

❏ *Connect the external devices only when those total rated current is less than 4.2 A.*

❏ *To power off the product, use the application or OS function. Do not use the operations shown below unless the product cannot be turned off due to an application or OS problem. Doing so may cause loss of unsaved data, require OS recovery, or damage the SSD or other hardware.*

- *Forced termination by holding down the power button for approx.4 sec.*
- *Power shutdown by turning off the circuit breaker on the distribution board or by disconnecting the AC cable/DC cable*

The same phenomenon may also occur due to power shutdown caused by power failure/ temporary power failure.

Caution Labels

The caution label on the product indicates the following precautions.

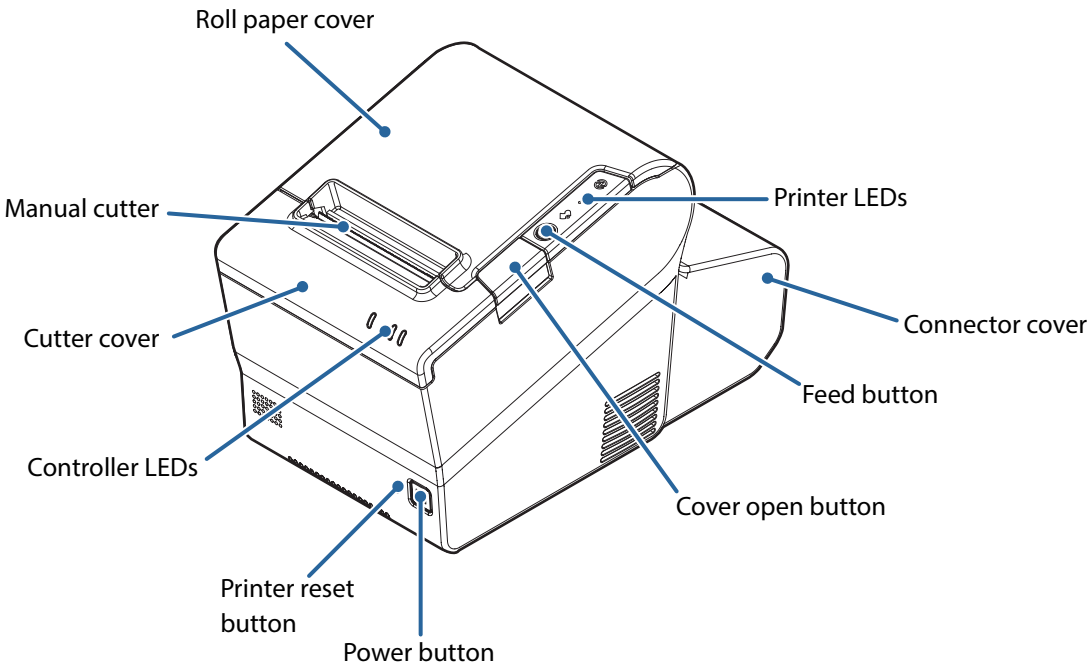
⚠⚠CAUTION:

Do not touch the thermal head and the frame on its side because they can be very hot after printing.

Caution about Warranty

This product assumes that the customer uses the software provided by Epson. If the customer modifi es the software, any repairs for malfunctions that occur may be charged, even if they occur during the warranty period, and we may not be able to respond to product inquiries. If installing any software, be sure to thoroughly evaluate it and use it at your own discretion.

Part Names and Functions



Roll paper cover

Open this cover to install/replace the roll paper.

Manual cutter

Use this cutter when you cut the roll paper manually.

Cutter cover

Open this cover to unlock the autocutter blade when the roll paper cover does not open due to a paper jam. ("The roll paper cover will not open" on page 27)

Printer reset button

Keep pressing this button with a pointed object (such as a pen) until the (Power) LED goes off to reset the printer.

Power button

Press this button to turn on or shut down the product. Keep pressing the button to turn off the product forcibly. ("Forced Termination" on page 22)

Note:

If the power button is disabled by settings on the operating system, the product will not shut down even if you press the power button.

Cover open button

Press this button to open the roll paper cover.

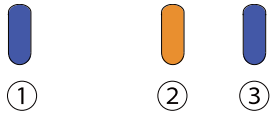
Feed button

Press this button to feed the roll paper.

Connector cover

Use the product with this cover attached to protect cables. ("Attaching/Removing the Connector Cover" on page 11)

Controller LEDs



The storage access LED (①) turns on during storage access.

The status LEDs (② and ③) indicate the product status with a combination of turning on and flashing.

① **Storage access LED (Blue)**	② **Status LED (Orange)**	③ **Status LED (Blue)**	**Product status**
-	Flashing (with approx. 1 sec. intervals)	On	Booting Updating software
-	Off	On	Power is on. (Normal status)
-	Off	Flashing (with approx. 1 sec. intervals)	Standby.
-	Off	Off	Power is off.
-	Flashing (with approx. 600 msec. intervals)	On	CPU overheating (95°C or higher) USB overcurrent detected Backup battery error
On	-	-	Accessing storage.

Printer LEDs

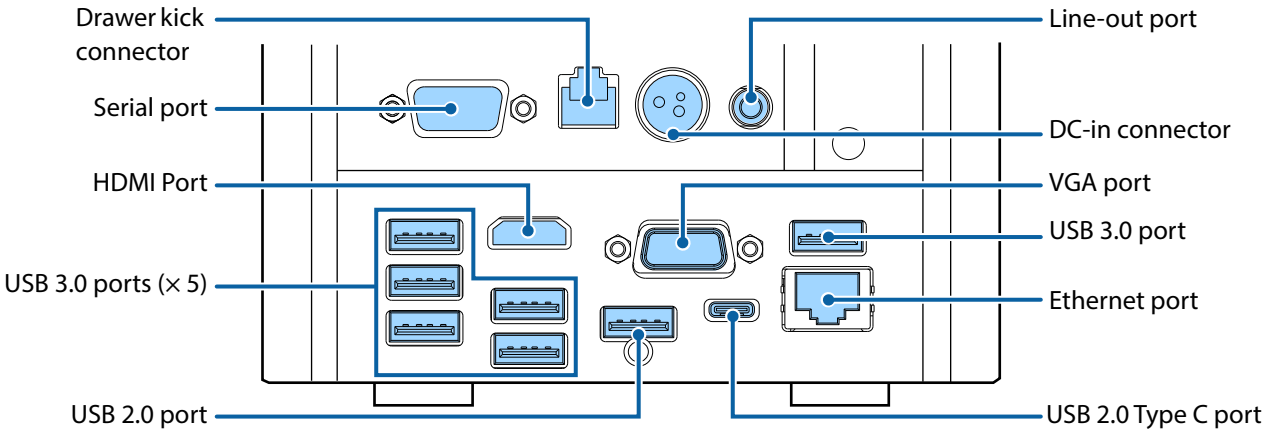
Indicates the printer status.



LED	**LED status**	**Meaning**
① (Power) LED (Blue)	On	Power is on.
	Off	Power is off.
② ! LED (Orange)	On	Offline
	Flashing	An error has occurred.
	Off	In normal status.
③ LED (Orange)	On	Roll paper near-end.
	Flashing	Waiting for the self-test printing to be continued.
	Off	There is a sufficient amount of roll paper remaining.

Interface

All the ports and connectors are located on the back of the product



Note:

If the connector cover is attached, detach it to access the ports or connectors. ("Removing the connector cover" on page 13)

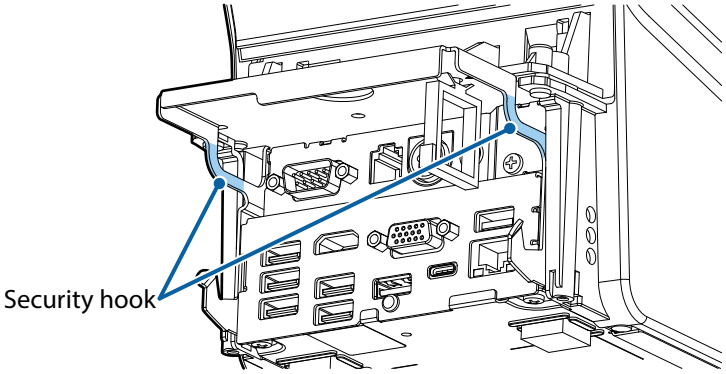
Setup

Installing the Product

Install the product horizontally on a firm, stable surface.

Note:

❏ *The security hook on the back of the product allows you to attach a commercially available antitheft wire.*



❏ *A tape for fixing the product (DF-10) is available as an option.* (☞ "Securing the Product" on page 19)

Connecting the AC Adapter

Follow the steps below to connect the AC adapter.

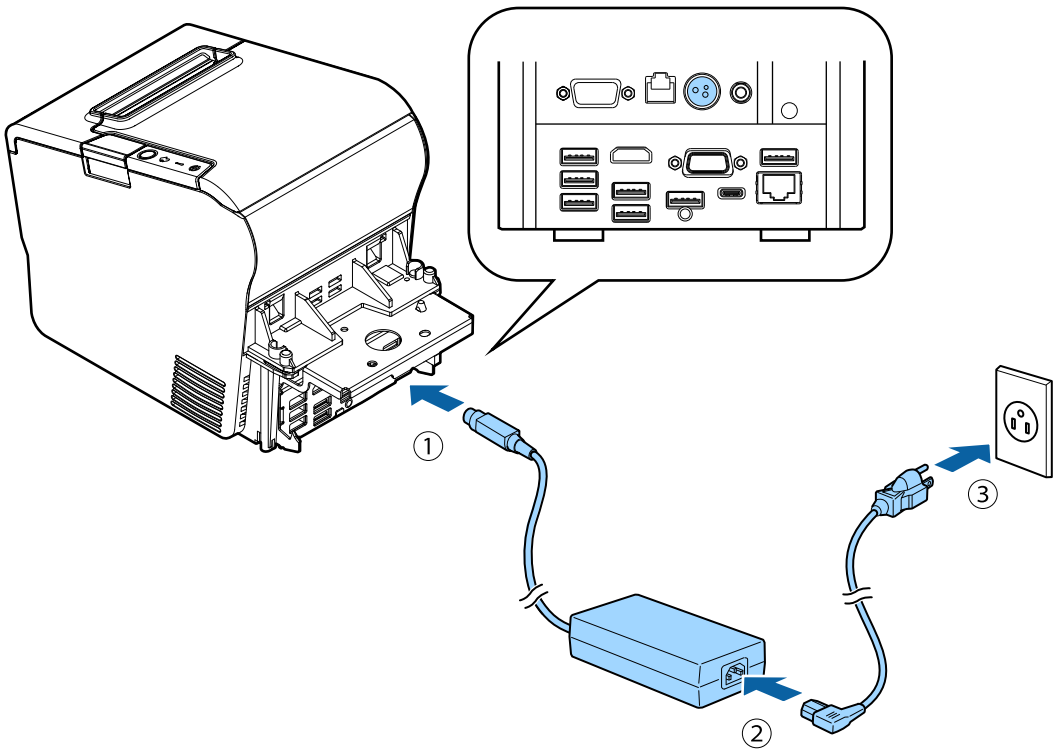
⚠ WARNING:

Be sure to use the specified AC adapter [AC Adapter, T1(Model: M284B)] only.

⚠ CAUTION:

Be sure to leave a space between the AC adapter and the main unit.

1. Firmly insert the DC connector of the AC adapter all the way into the DC-in connector on the product. (① in the illustration)
2. Firmly insert the connector of the AC cable all the way into the AC inlet on the AC adapter. (② in the illustration)
3. Firmly insert the plug all the way into the grounded wall outlet. (③ in the illustration)
4. Set the AC adapter so that its label side is facing down.

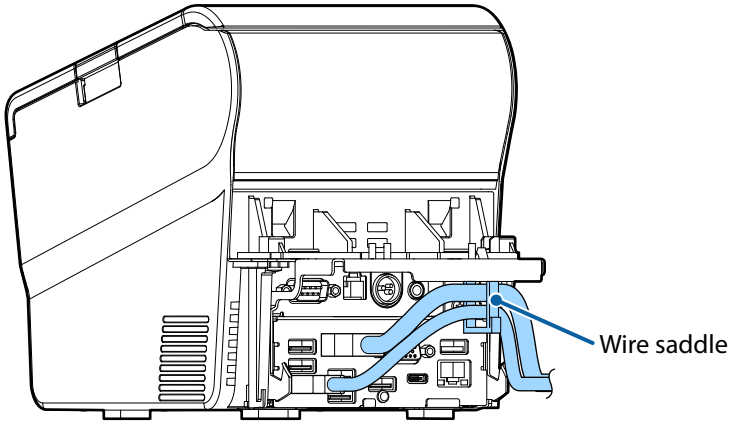


Connecting External Devices

If you connect external devices, turn off the product and then connect each cable to the port/connector on the back of the product. ("Interface" on page 7)

Note:

When connecting the cables whose connectors do not lock themselves (USB cables and line-out cable, etc.), you can pass the cables through the wire saddle to prevent them from coming off.



Attaching/Removing the Connector Cover

Attaching the connector cover

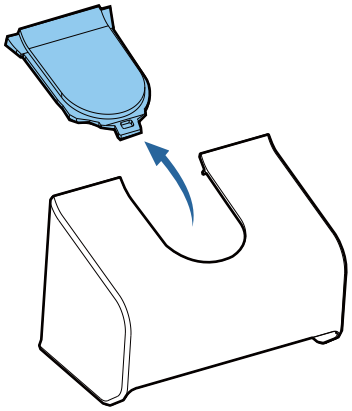
⚠CAUTION:

Be sure to hold both sides of the connector cover when attaching it, or it may become damaged.

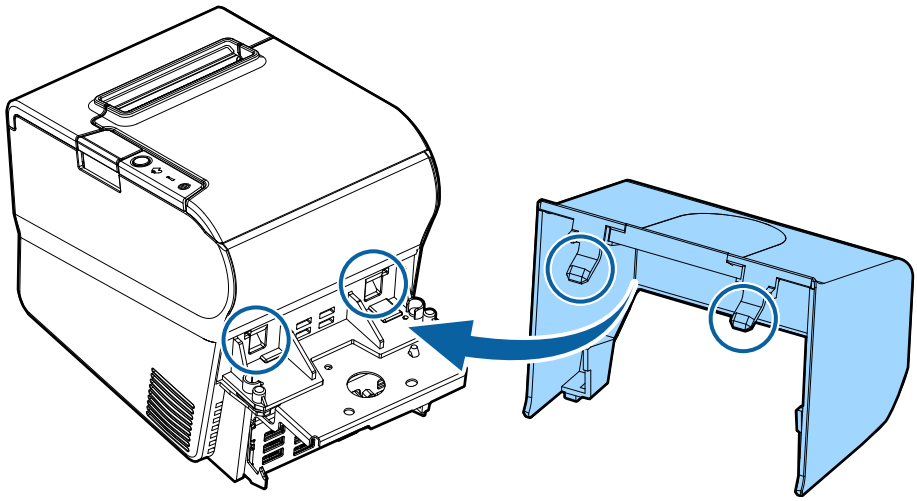
Follow the steps below to attach the connector cover to protect cables.

Note:

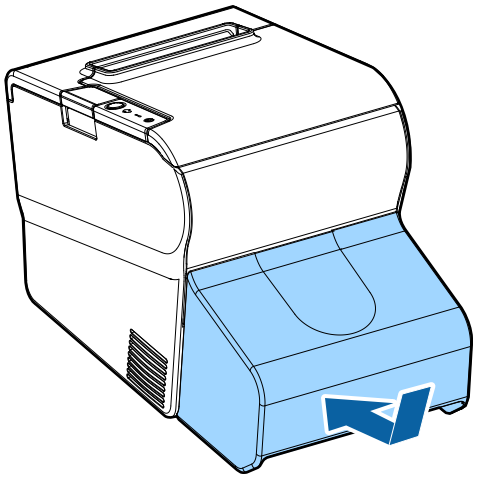
If you use the product with the optional customer display (Model: DM-D110), remove the U-shaped part from the connector cover.



1. Align the hooks on the connector cover with the dents on the main body.



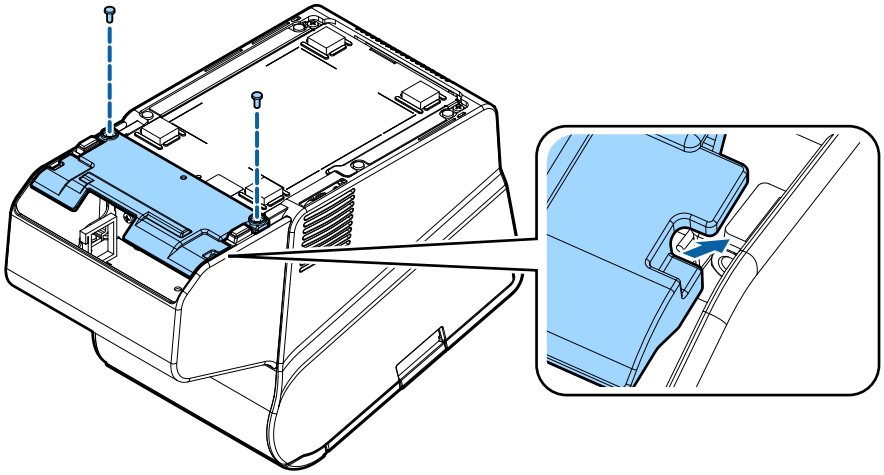
2. Push the connector cover to click onto the main body.



3. Make sure the cables are not pinched.

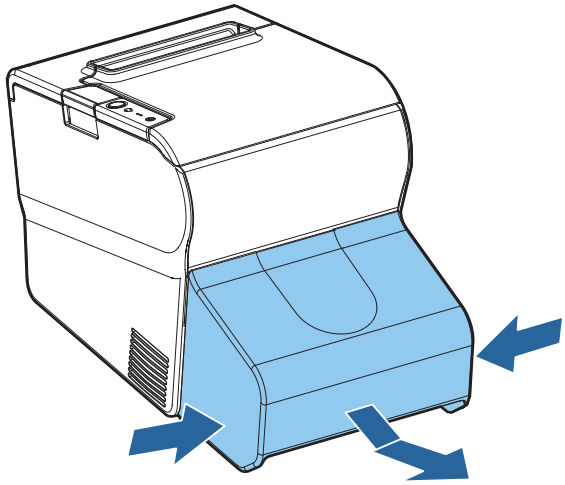
Note:

You can also attach bottom cover to hide connectors.



Removing the connector cover

Push the connector cover down while pushing the lower part of the both sides of it inward to detach the hooks from the main body.



Note:

If the connector cover (bottom) is attached, first remove the connector cover (bottom).

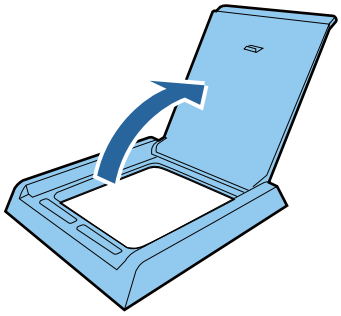
Attaching the Power Button Cover

Attaching the power button cover that comes with the product onto the power button prevents accidental operation of the power button. Follow the steps below to attach the power button cover.

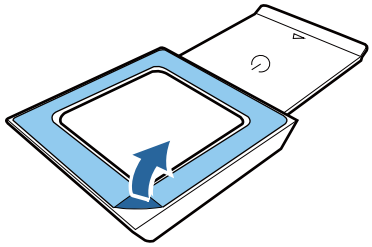
Note:

It is recommended to clean any dirt around the power button before you attach the cover.

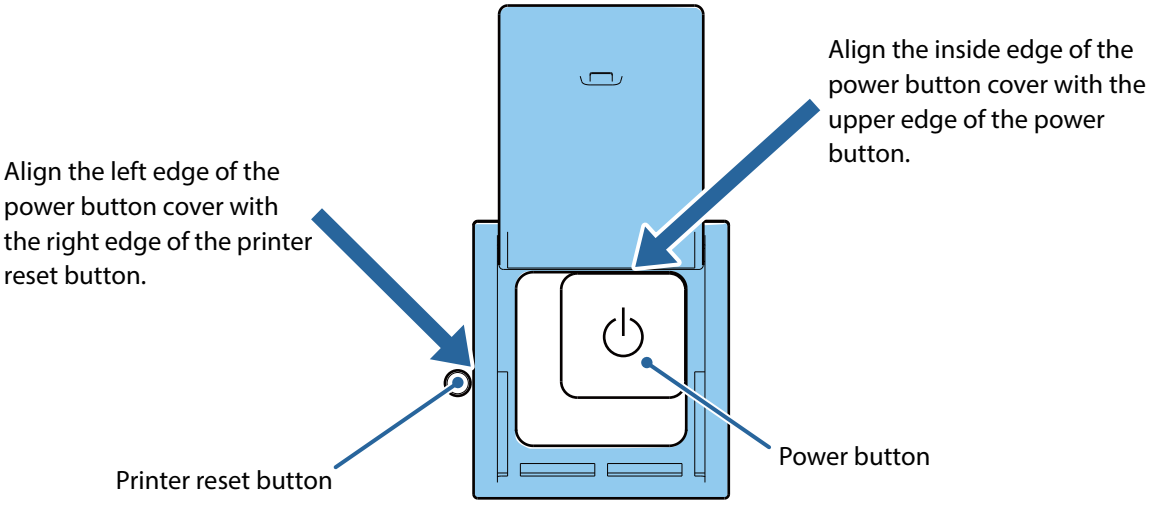
1. Open the power button cover.



2. Peel off the backing paper.



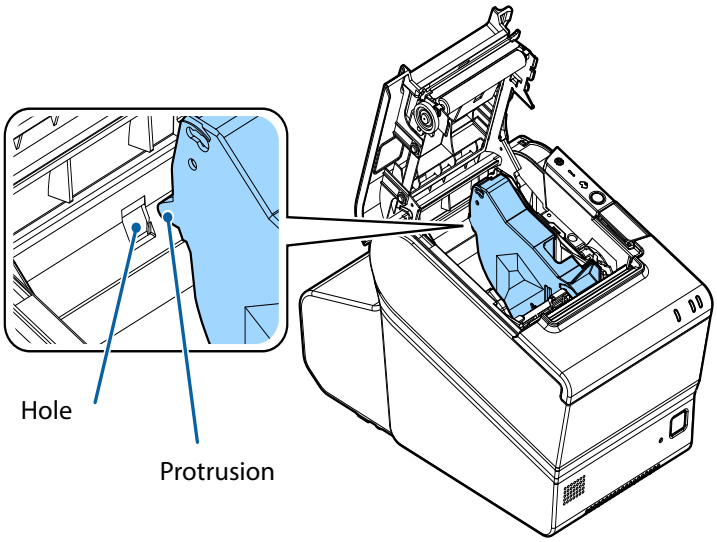
3. Attach the power button cover as shown in the illustration.



Changing the Paper Width

You can change the paper width from 80 mm to 58 mm by installing the roll paper guide. Follow the steps below to change the paper width.

1. Turn off the printer.
2. Open the roll paper cover.
3. Install the roll paper guide so that the protrusion on the roll paper holder is aligned with the hole on the printer.



Note:
You can use the enclosed screw to fix the roll paper guide.

4. Install the roll paper correctly.
5. Close the roll paper cover.

CAUTION:

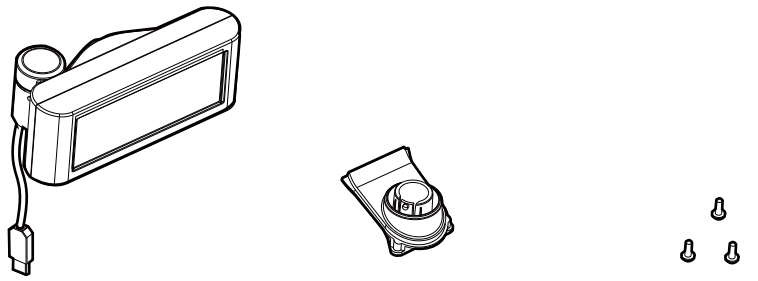
- *If you once use the printer with 58 mm paper roll, you cannot change it back to 80 mm.*
- *You need to set with the memory switch (customized values) for the paper width in Software Setting mode. For information about the memory switch, see the Technical Reference Guide.*

Installing the Customer Display

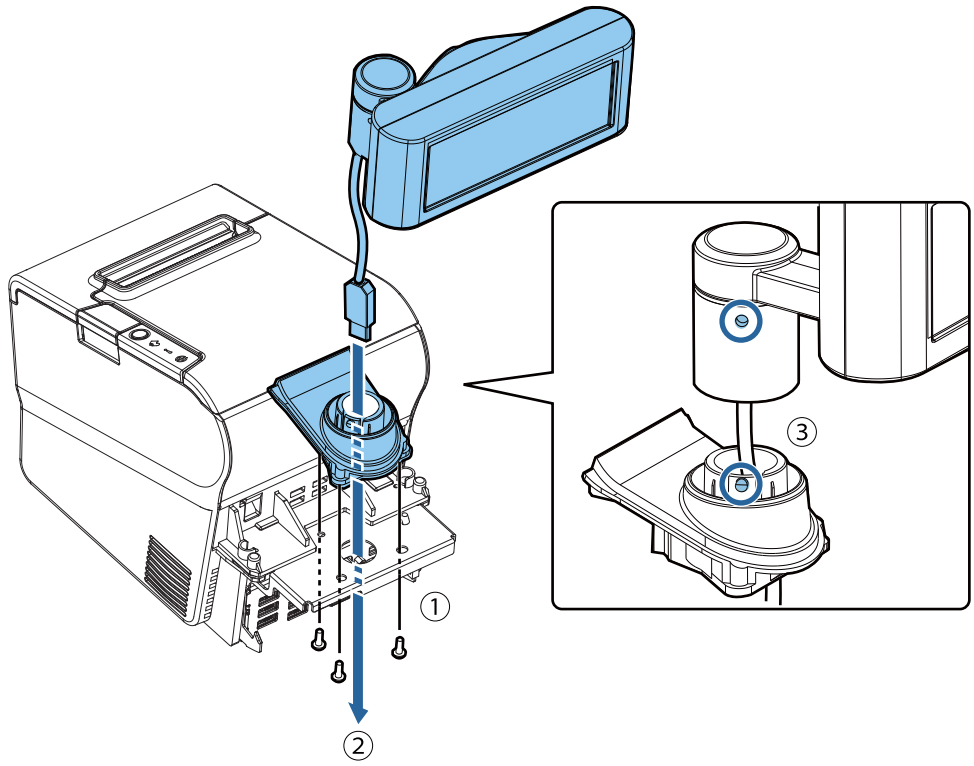
If you use the product with the optional exclusive customer display (Model: DM-D110), follow the steps below to install it.

For models without a pole

Use the following items. The base and screws are included with the customer display.

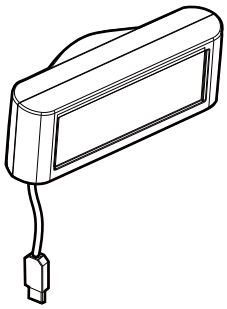


1. Attach the base on the TM-T88VI-DT2 with the three screws. (① in the illustration)
2. Pass the USB cable of the customer display through the base. (② in the illustration)
3. Align the dowel hole in the customer display and the dowel on the base to attach the customer display on the base. (③ in the illustration)
4. Connect the USB cable to the USB port. ("Interface" on page 7)

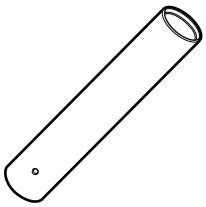


For models with a pole

Use the following items. The pole, base, and screws are included with the customer display.



Customer display



Pole



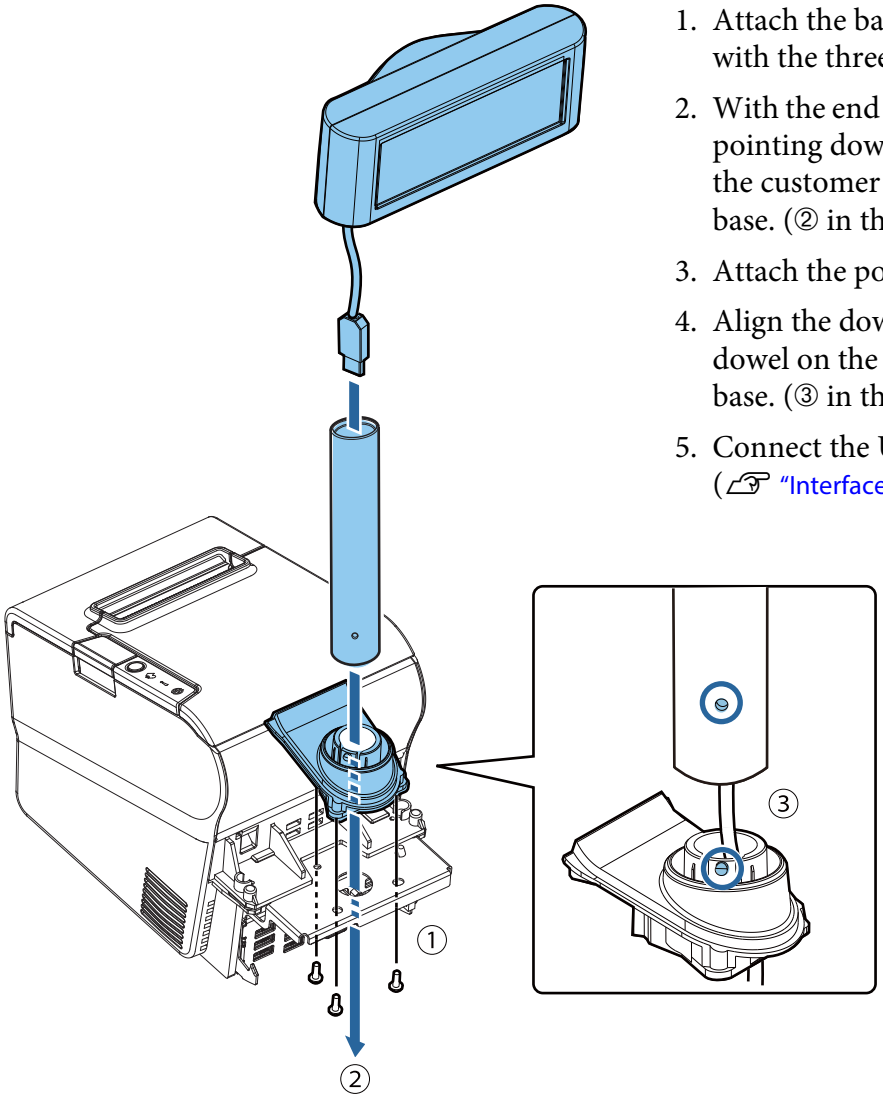
Base



Screws

⚠ *CAUTION:*

The pole does not come out of the customer display once it is attached to it. Be sure of its orientation when attaching it to the customer display.



1. Attach the base on the TM-T88VI-DT2 with the three screws. (① in the illustration)
2. With the end of the straight pole with a hole pointing downward, pass the USB cable of the customer display through the pole and base. (② in the illustration)
3. Attach the pole with the customer display.
4. Align the dowel hole in the pole and the dowel on the base to attach the pole on the base. (③ in the illustration)
5. Connect the USB cable to the USB port. ("Interface" on page 7)

Changing the orientation of the display

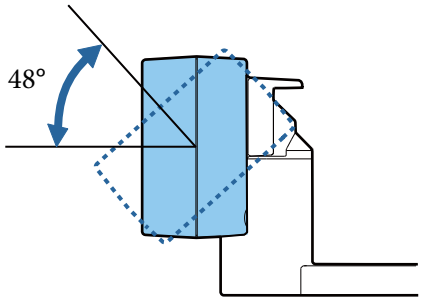
Hold the TM-T88VI-DT2 with your hand and move the display or arm to change the direction or angle.

⚠ *CAUTION:*

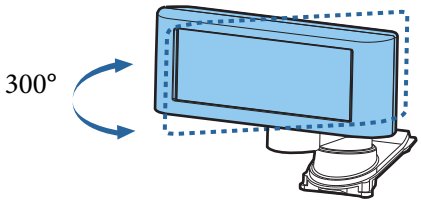
Do not rotate the display with excessive force. Doing so may break it.

The mobile range of the display is as follows.

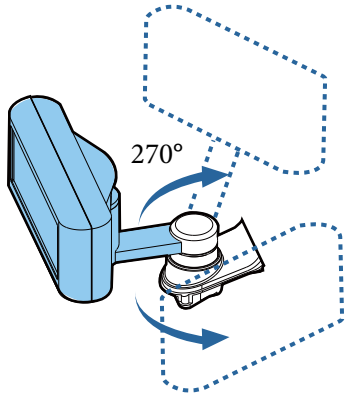
- Display tilt: Maximum angle of 48° (5 levels)



- Display rotation: Maximum angle of 300°



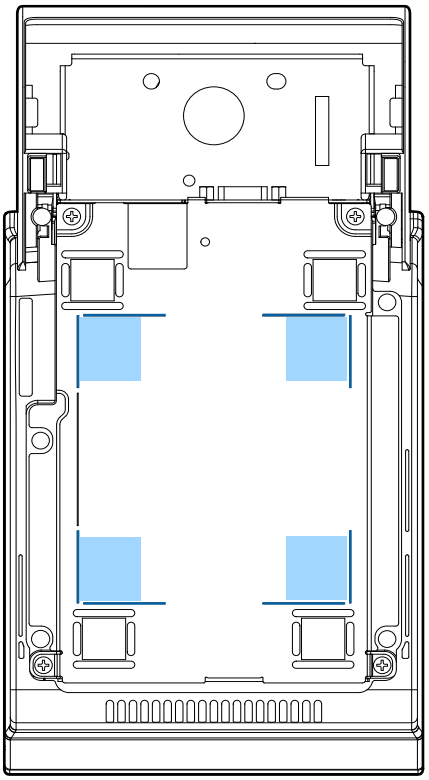
- Arm rotation: Maximum angle of 270° (only for models without a pole)



Securing the Product

Using the optional affixing tape (Model: DF-10) secures the product to the installation surface. Follow the steps below to use the affixing tape.

1. Turn over the product so that you can see its bottom.
2. With two pieces of the affixing tape combined, peel off the backing paper of a pair on one side, and paste it to one of the specified positions on the bottom of the product.
3. In the same way, paste other three pairs of tape in the specified positions.
4. Peel off the backing paper of each pair on the other side of the affixing tape, turn over the product back on its bottom, and place and secure it firmly to the installation surface.



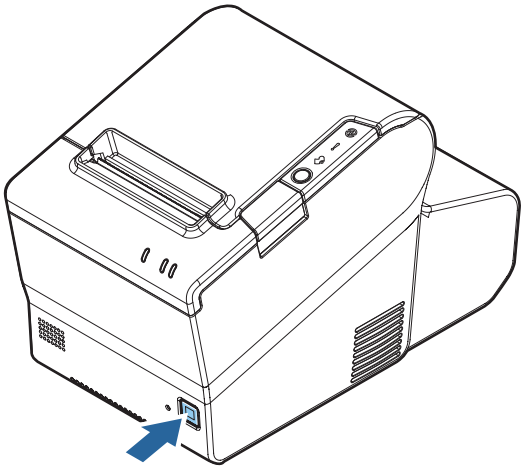
Basic Operations

Turning Power On/Off

⚠ CAUTION:

- ❏ *If you turn the product off, wait more than 10 seconds before you turn it on again.*
- ❏ *When the product is turned off or when it is in the standby mode, do not hold down the power button longer than 4 seconds.*

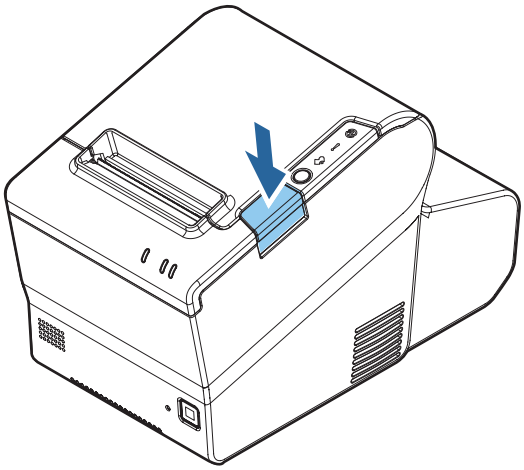
Press the power button to turn on/off the product.



Opening the Covers

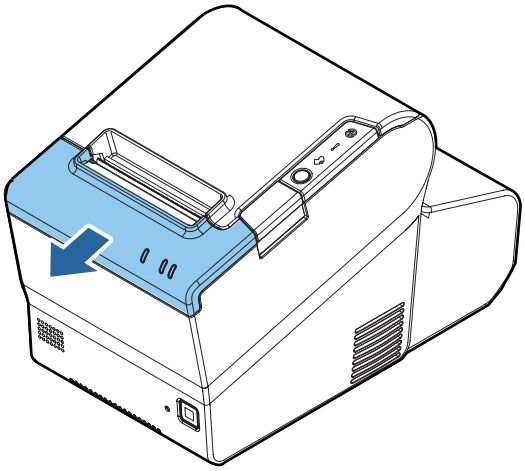
Opening the roll paper cover

Press the cover open button to open the roll paper cover.



Opening the cutter cover

Slide the cutter cover toward front to open it.



Controlling the Speaker Volume

You can control the speaker volume through the product's operating system.

Forced Termination

⚠CAUTION:

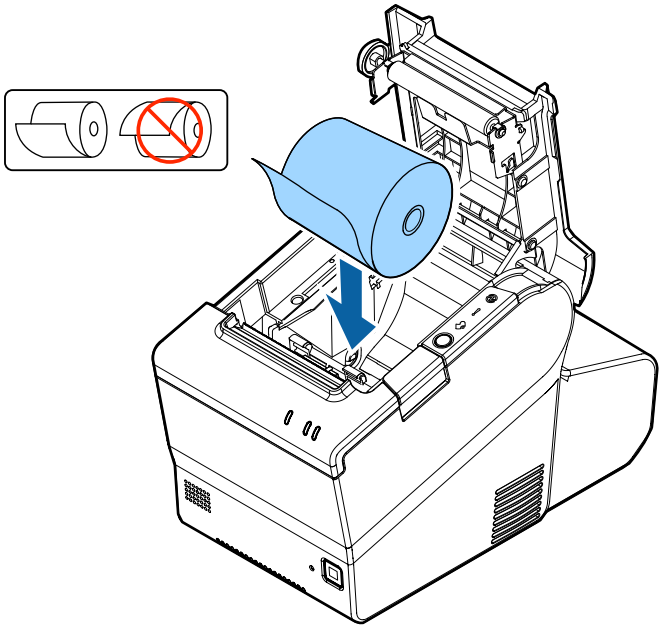
When forced termination is executed, all unsaved data is lost and recovery of the operating system may be required.

If you cannot turn the product off using applications or the operating system, you can execute forced termination as a last resort by pressing the power button for approximately 4 seconds.

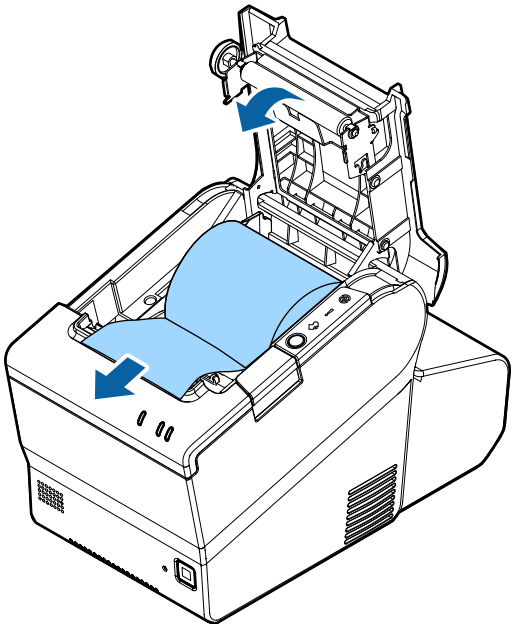
Installing/Replacing the Roll Paper

Follow the steps below to install/replace the roll paper.

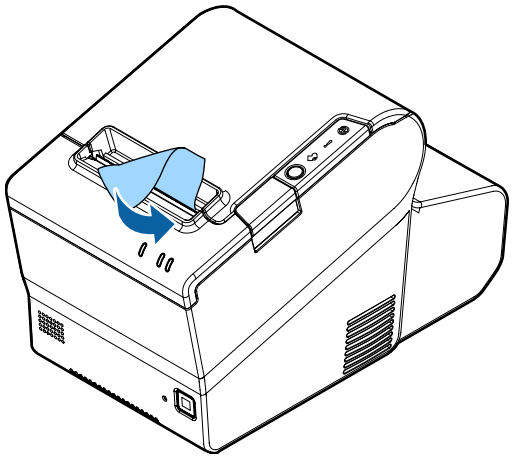
1. Open the roll paper cover. ("Opening the roll paper cover" on page 21)
2. Remove the used roll paper core if there is one.
3. Insert the roll paper in the correct direction.



4. Pull out some paper, and close the roll paper cover.



5. Tear off the paper.



Cleaning

Cleaning the Product Case

Be sure to turn off the product, and wipe the dirt off the product case with a dry cloth or a damp cloth. For persistent dirt, use a cloth slightly moistened with mild neutral detergent.

⚠ CAUTION:

Never clean the product with alcohol, benzine, thinner, or other such solvents. Doing so may damage or break the parts made of plastic and rubber.

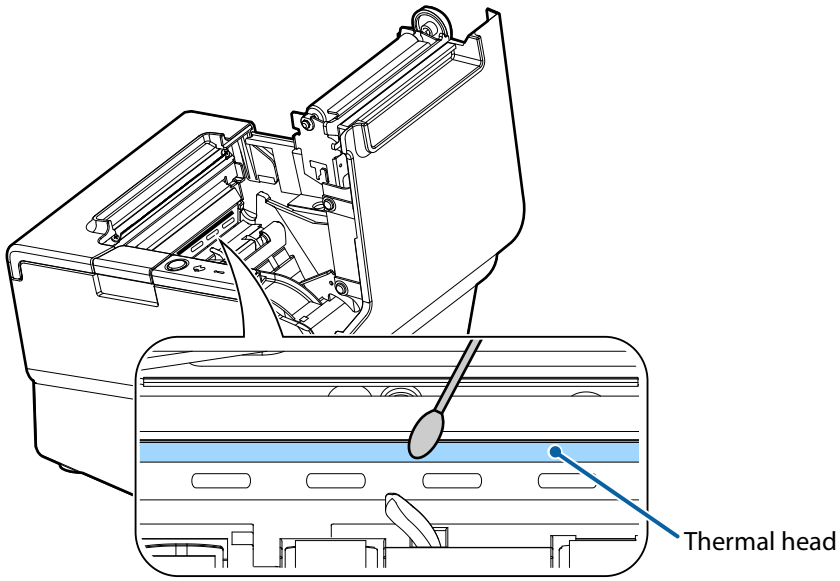
Cleaning the Thermal Head

To maintain print quality, Epson recommends cleaning the thermal head periodically (generally every 3 months) by following the steps below.

⚠ CAUTION:

- ❏ *The thermal head and the frame on its side can be very hot after printing. Be careful not to touch them and to let them cool before you clean it.*
- ❏ *Do not damage the thermal head by touching it with your fingers or any hard object.*

1. Turn off the product. (☞ "Turning Power On/Off" on page 20)
2. Open the roll paper cover. (☞ "Opening the roll paper cover" on page 21)
3. Clean the thermal elements of the thermal head with a cotton swab moistened with an alcohol solvent (ethanol or IPA).



Troubleshooting

(Power) LED does not light

Check whether the AC adapter is correctly connected. ("Connecting the AC Adapter" on page 9)

! LED is on

- ❏ Check whether the roll paper cover is correctly closed.
- ❏ If the LED is on, check whether the roll paper is correctly installed and any roll paper remains. ("Installing/Replacing the Roll Paper" on page 23)

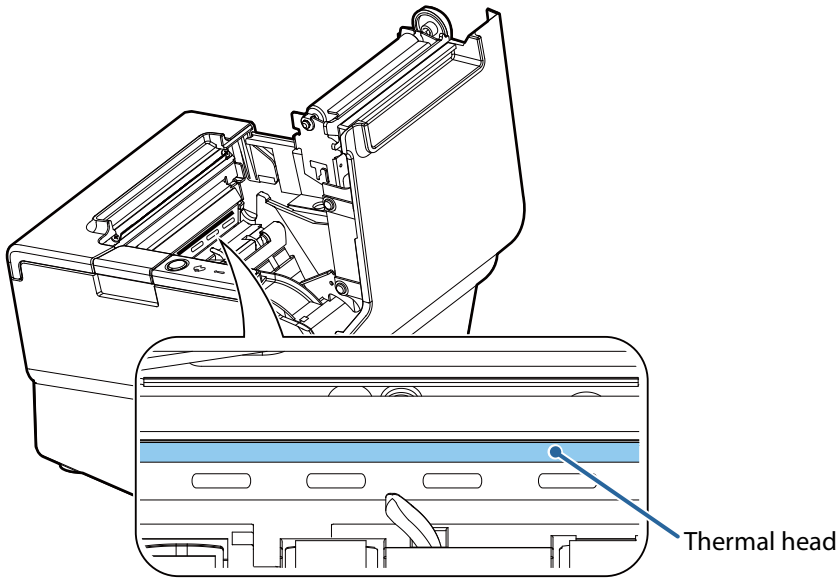
! LED is flashing

- ❏ Check whether paper is jammed. If it is jammed, remove it. ("Paper is jammed" on page 26)
- ❏ Printing stops if the thermal head overheats and resumes automatically when it cools.
- ❏ For other cases, turn the product off, and after 10 seconds, turn it back on.

Paper is jammed

CAUTION:

Do not touch the thermal head and the frame on its side because they can be very hot after printing.

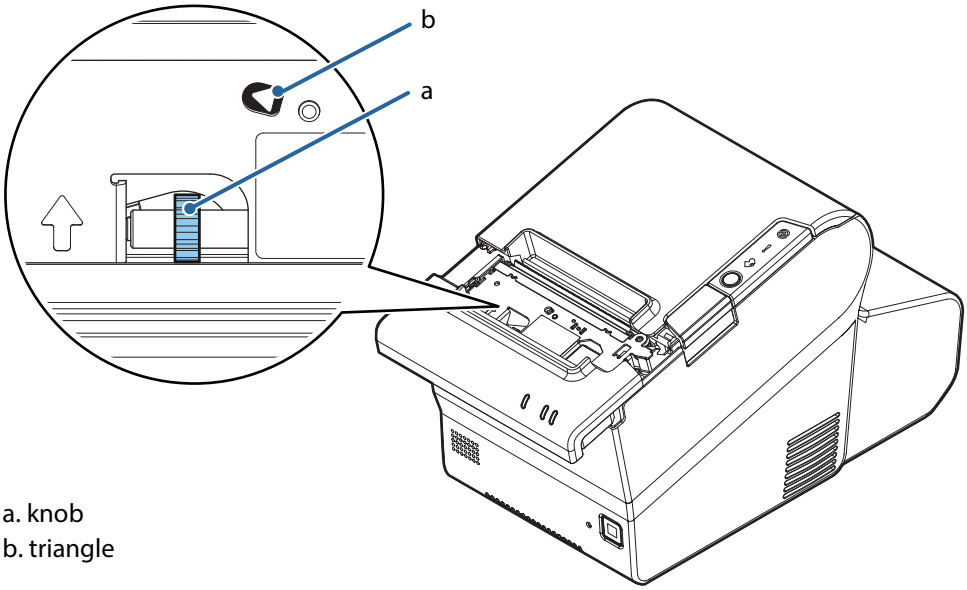


When paper is jammed, never pull out the paper forcibly. Open the roll paper cover ("Opening the roll paper cover" on page 21), and then remove the jammed paper.

The roll paper cover will not open

When the autocutter blade is locked, the roll paper cover will not open. Follow the steps below to return the autocutter blade to the normal position.

1. Turn off the product ("Turning Power On/Off" on page 20)
2. Open the cutter cover. ("Opening the cutter cover" on page 21)
3. Turn the knob until you see a triangle in the opening. This returns the cutter blade to the normal position. There is a label near the cutter to assist you.



a. knob
b. triangle

4. Close the cutter cover.
5. Open the roll paper cover. ("Opening the roll paper cover" on page 21)

Specifications

Item		Specification
CPU		• Celeron model Intel® Celeron 3965U 2.20 GHz (2 MB SmartCache) • Core™ i3 model Intel® Core™ i3-7100U 2.40 GHz (3 MB SmartCache) • Core™ i5 model Intel® Core™ i5-7300U 2.60 GHz, 3.50 GHz during burst (3 MB SmartCache)
Main memory		4 GB, DDR4-2133, SO-DIMM slot
Backing storage		SATA SSD*1
Interface	Ethernet	10BASE-T/100BASE-TX/1000BASE-T
	USB 3.0 (× 6)*2	USB 3.0 (Type A) Power supply: DC 5 V, 900 mA
	USB 2.0 (× 2)*2	• USB 2.0 (Type A) ×1 Power supply: DC 5 V, 500 mA • USB 2.0 (Type C) ×1 Power supply: DC 5 V, 3 A
	Serial	D-sub 9 pin male
	VGA	D-sub 15 pin female
	HDMI	Standard HDMI connector type A 19 pin, female
	Drawer kick	RJ12 6 pin Power supply: DC 24 V, 1 A
	Line-out	φ 3.5 mm Mini-jack
RTC/CMOS Backup battery		Lithium battery for RTC/CMOS backup
Sound function		Built-in monaural speaker
Print method		Thermal line printing
Maximum print speed		350 mm/s
Roll paper	Paper width*3	79.5 mm ± 0.5 mm {3.13" ± 0.02"} or 57.5 mm ± 0.5 mm {2.26" ± 0.02"}
	Diameter	83 mm {3.27"} at maximum
	Roll paper core	Inside diameter: 12 mm {0.47"} Outside diameter: 18 mm {0.71"}
Software	OS	Windows10 IoT Enterprise LTSB 2016
	Device control software	ePOS-Device
Temperature	Operating	5 to 40°C {41 to 104°F}
	Storage	–10 to 50°C {14 to 122°F}
Humidity	Operating	10 to 90 %RH (No condensation)
	Storage	10 to 90 %RH (No condensation)
Elevation		0 to 3000 m {0 to 9842.52 ft.} above sea level
Overall dimensions (including connector cover)		W × D × H: 145 mm × 279 mm × 183 mm {5.71"× 10.98" × 7.20"}
Mass (excluding roll paper)		Approx. 2.8 kg {6.17 lb}

*1: The capacity differs depending on the model.

*2: The maximum current capacity that can be supplied is 4.2 A as a total for all USB ports.

*3: 58 mm width paper (57.5 ± 0.5 mm) is also available. For information on how to change paper width, see *Technical Reference Guide*.

Appendix

Restriction of Use

When this product is used for applications requiring high reliability/safety, such as transportation devices related to aviation, rail, marine, automotive, etc.; disaster prevention devices; various safety devices, etc.; or functional/precision devices, etc.; you should use this product only after giving consideration to including fail-safes and redundancies into your design to maintain safety and total system reliability. Because this product was not intended for use in applications requiring extremely high reliability/safety, such as aerospace equipment, main communication equipment, nuclear power control equipment, or medical equipment related to direct medical care, etc., please make your own judgment on this product's suitability after a full evaluation.

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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1. **Overview.**
   - a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
   - b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
     - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
     - (ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.
     - (iii) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
     - (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party program can be view at (aka.ms/thirdpartynotices).
2. **Installation and Use Rights.**
   - a. **License.** The software license is permanently assigned to the device with which you acquired the software. You many only use the software on that device.
   - b. **Device.** In this agreement, "device" means a physical hardware system) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
   - c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
     - (i) use or virtualize features of the software separately;
     - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
     - (iii) transfer the software (except as permitted by this agreement);
     - (iv) work around any technical restrictions or limitations in the software;
     - (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;

(vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and

(vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

d. Multi use scenarios.

(i) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

(ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.

(iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

(iv) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

(v) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

(vi) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.

(vii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.

(viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.

e. Specific Use. The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

f. Backup copy. You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

3. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. Transfer

a. Software preinstalled on device. If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

b. Stand-alone software. If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the

software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

5. **Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.
6. **Updates.** You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
7. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).
8. **Support and Refund Procedures.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
9. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**
   We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.
   a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
   b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
   c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business–King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
   d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is $75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving $25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may

award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. Arbitration fees and payments.

(i) **Disputes involving $75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or $1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.

(ii) **Disputes involving more than $75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

(iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 9.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.

h. Conflict with AAA rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law. The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

11. Consumer Rights, Regional Variations. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.
In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. European Union. The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

d. Germany and Austria.

(i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

(ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations,

the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

12. **Additional Notices.**

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