

Safety Instructions

Read and follow the precautions below before using this device to ensure optimum performance and to avoid potentially dangerous or illegal behaviors.

1. Basic Information

Product name: TourBox Elite Plus

Product model: TBEP

Bluetooth version: Bluetooth 5.0

Bluetooth frequency: 2.402~2.480Ghz

Battery type: LR6/AA/AM3

Battery voltage: 1.5V

Battery capacity: 2500mAh

Temperature of required working environment: 0°C~45°C

Wired: Input: 5V---100mA
System requirement: Windows 7 and above,
macOS 10.11 and above

Wireless: Input: 3V---50mA
System requirement: Windows 10 and above,
macOS 10.11 and above, iPadOS 13 and above

* To ensure a stable Bluetooth connection, please make sure your device is updated to Bluetooth 4.2 and above.

2. Precautions for Applying Situations and Operating Environments

1. The radio waves generated by the device may affect the normal operation of implantable medical devices or personal medical devices, such as pacemakers, hearing aids, etc. If you use these devices, check with the manufacturers for restrictions on the use of this device.
2. The following behaviors are not allowed, including changing the transmission frequency, increasing the transmission power (through radio frequency power amplifier or any other methods), connecting with an external antenna or using other transmission antennas.
3. During use, the device shall not cause harmful interference to any legal radio communication services. Once the interference is found, stop using immediately and take measures to eliminate the interference before continuing.
4. Using this ultra-low power wireless equipment, you may encounter interference from radio services, industrial equipment, scientific and medical devices.
5. Make sure you are abiding by relevant laws and regulations when using this device in occasions such as on the airplanes or in the airports.

3. Declaration of This Ultra-Low Power Short-Range Device

- 3.1 This device is embedded with built-in antenna. Please refer to user manual for more information including the control, switch and others.
- 3.2 You shall not cause harmful interference to other legitimate radio stations, nor to request for protection from harmful interference.
- 3.3 Potential interference includes radiation from legitimate radio stations, industrial equipment, scientific and medical devices.
- 3.4 If there is harmful interference caused to any legal radio communication services, stop using immediately and take measures to eliminate the interference before continuing.
- 3.5 Make sure you abide by the regulations of electromagnetic environmental protection and relevant industry authorities, when using this ultra-low power device in aircraft, airport, electromagnetic environmental protection areas such as radio astronomy observatories, weather radar stations, satellite earth stations (including station for measurement and control, ranging, reception, and navigation), any other military and civilian radio stations that are built according to national and regional laws and regulations.

4. Battery Safety

- 4.1 This device cannot be charged. Please replace the batteries if the power is not enough for Bluetooth connection. Do not disassemble or refill the battery.
- 4.2 Do not expose the pre-installed batteries to extremely high temperature, e.g. strong sunlight, heaters, microwave ovens, etc.
- 4.3 To prevent the battery from leaking, please take out the batteries if it will not be in use for a long time. If the batteries leak and that your skin or eyes come into contact with the leaks, rinse immediately with water and seek medical treatment in the hospital.
- 4.4 Do not throw the batteries into the fire, otherwise it will cause the battery to explode.
- 4.5 Improper handling of the batteries may cause the battery to explode. Please dispose of batteries correctly according to local regulations. Do not just dispose of batteries as household waste.
- 4.6 Do not drop, hit, squeeze or puncture the batteries. High external pressure may cause internal short circuits and overheating.

⚠ Warning

Failure to properly set up, use, and care for this device can increase the risk of serious injury or death, or damage to the device. Read this guide and keep all printed guides for future reference. For replacement guides, please contact us via support@tourboxtech.com.

⚠ Health Warning for Handheld Devices

Improper use of game controllers, keyboards, mice, or any other electronic devices may cause serious injuries or disorders. When using a computer, as with many activities, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. However, if you experience symptoms such as persistent or recurring discomfort, pain, throbbing, aching, tingling, numbness, burning sensation, or stiffness, DO NOT IGNORE THESE WARNING SIGNS and PROMPTLY SEE A QUALIFIED HEALTH PROFESSIONAL, even if symptoms occur when you are not working on your computer. Symptoms like these can be associated with painful and sometimes permanently disabling injuries or disorders of the nerves, muscles, tendons, or other parts of the body. These musculoskeletal disorders (MSDs) include carpal tunnel syndrome, tendonitis, tenosynovitis, and other conditions.

▲ Allergy Warning

Materials used in some devices may cause allergic reactions. If your skin becomes irritated or if you experience an adverse reaction, stop using the device and seek medical attention immediately.

▲ Caution When Traveling with This Device

Before boarding any aircraft or packing a wireless device in luggage that will be checked, turn the wireless device off (if it has an on/off switch). Wireless devices can transmit radio frequency (RF) energy, much like a cellular telephone, whenever it is turned on.

▲ Do Not Attempt Repairs

Do not attempt to take apart, open, repair, or modify the hardware device or its power supply. Behaviors above could bring electric shock or other hazards. Any evidence of any attempt to open or modify the device, including any peeling, puncturing, or removal of any of the labels, will void the warranty.

▲ Choking Hazard



This device may contain small parts which may be a choking hazard to children under 3.
Keep small parts away from children.

▲ Laser and LED Caution

Caution use of controls or adjustments, or performance of procedures other than those specified herein may result in hazardous radiation exposure.

▲ Regulatory Information



201-240421



R-R-TBG-TBEP



IC warning:

This device complies with Industry Canada licence-exempt RSS standard(s).

Operation is subject to the following two conditions: (1) This device may not cause interference, and (2) This device must accept any interference, including interference that may cause undesired operation of the device.

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

- 1) L'appareil ne doit pas produire de brouillage;
- 2) L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

The device has been evaluated to meet general RF exposure requirement.
The device can be used in portable exposure condition without restriction.

le dispositif a été évalué à satisfaire l'exigence générale de l'exposition aux RF.
l'appareil peut être utilisé dans des conditions d'exposition portatif sans restriction.

FCC warning:

Any Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

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

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

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

The device has been evaluated to meet general RF exposure requirement. The device can be used in portable exposure condition without restriction.

▲ Radio and TV Interference Regulations

The TourBox Tech hardware device can radiate radio frequency (RF) energy. If not installed or used in strict accordance with the instructions given in the printed documentation and/or onscreen help files, the device may cause harmful interference with other radio-communications devices (for example AM/FM radios, televisions, baby monitors, cordless phones, etc.). There is, however, no guarantee that RF interference will not occur in a particular installation.

To determine if your hardware device is causing interference to other radio-communications devices, disconnect the device from your computer.

- 1) If the interference stops, it was probably caused by the device.
- 2) If the interference continues after you disconnect the hardware device, turn the computer off and then on again.
- 3) If the interference stopped when the computer was off, check to see if one of the input/output (I/O) devices or one of the computer's internal accessory boards is causing the problem. Disconnect the I/O devices one at a time and see if the interference stops.

If this hardware device does cause interference, try the following measures to fix it.

- 1) Relocate the antenna of the other radio-communications device (for example AM/FM Radios, televisions, baby monitors, cordless phones, etc.) until the interference stops.
- 2) Move the hardware device farther away from the radio or TV, or move it to one side or the other of the radio or TV.
- 3) Plug the computer into a different power outlet so that the hardware device and radio or TV are on different circuits controlled by different circuit breakers or fuses.
- 4) Ask your computer dealer or an experienced radio-TV technician for more suggestions if needed.
- 5) For more information about interference issues, visit FCC at <http://www.fcc.gov/cgb/consumerfacts/interference.html>. You can also call the FCC at 1-888-225-5322 to request Interference and Telephone Interference fact sheets.

Trademark Information

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Adobe and Photoshop are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Mac and macOS are trademarks of Apple Inc., registered in the U.S. and other countries. Windows® and the Windows logo are registered trademarks of Microsoft Corporation in the United States and/or other countries. All rights reserved.

Recycling Information



Proper disposal and recycling can help environment protection. Please appropriately collect the product and packaging for recycling. Contact your local disposal facility or waste management for more information about the product's disposal and recycling.

DEVICE USAGE INSTRUCTIONS

Usage and Cleaning

Use the device only in accordance with these instructions.

- Download TourBox Tech's software to ensure the safe use of the device. You can download the software, as well as any updates, at www.tourboxtech.com/downloads.
- Do not use near any heat sources.
- Use only attachments or accessories specified by TourBox Tech.
- Clean only with dry cloth.
- Do not allow this device to become wet. To reduce the risk of fire or shock, do not expose this device to rain or other types of moisture.
- Keep the device free of dust and debris. Do not clean the device with solvents, toxic chemicals, or strong detergents as they may cause damage to the device.
- The recommended temperature range for use of the device is 0°C to 45°C (+32°F to +113°F). Use of the device at temperatures outside the recommended use temperature range may damage the device and void your warranty.
- Do NOT disassemble or modify the device in any way.
- Do NOT store your device near magnetic fields.
- Do NOT make unauthorized alterations to this device.
- Do NOT let unqualified personnel service your device.
- Do NOT drop or shock the device.

Device Help & Support

For device support, please contact us at support@tourboxtech.com

MANUFACTURER'S LIMITED HARDWARE WARRANTY & AGREEMENT

This Manufacturer's Limited Hardware Warranty & Agreement ("Warranty") is an agreement between you and TourBox Tech Inc. ("TourBox Tech," "we," or "us").

BY PURCHASING OR USING YOUR TOURBOX TECH DEVICE, YOU AGREE TO THIS WARRANTY AND TO THE APPLICABLE TERMS AND CONDITIONS, POLICIES, AND DISCLAIMERS FOUND AT TOURBOX TECH'S WEBSITE. IF YOU DO NOT ACCEPT THIS WARRANTY, 1) DO NOT USE YOUR DEVICE; AND 2) RETURN YOUR DEVICE UNUSED TO TOURBOX TECH FOR A REFUND. IF YOU RETURN IT, THIS WARRANTY WILL GOVERN WHAT OCCURS BEFORE YOUR RETURN.

RELATION TO CONSUMER LAW. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND IS IN ADDITION TO, NOT IN PLACE OF, ANY RIGHTS YOU MAY HAVE UNDER CONSUMER OR OTHER LAWS APPLICABLE TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR BY PROVINCE OR COUNTRY. OTHER THAN AS PERMITTED BY LAW, TOURBOX TECH DOES NOT EXCLUDE, LIMIT, OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT.

CONSENT TO BINDING ARBITRATION AND CLASS ACTION WAIVER. IF YOU LIVE IN, OR ARE A BUSINESS WITH YOUR PRINCIPAL PLACE OF BUSINESS IN, THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION II. IT AFFECTS HOW DISPUTES CONCERNING YOUR DEVICE, ITS PRICE, ADVERTISING, MARKETING, OR COMMUNICATIONS, YOUR PURCHASE TRANSACTION, BILLING, OR THIS WARRANTY IS RESOLVED.

1. Definitions

- 1.1 "Device" means a genuine TourBox Tech hardware device purchased from TourBox Tech or an authorized retailer or reseller.
- 1.2 "Normal Use Conditions" means ordinary consumer use under normal conditions according to the Device Guide and any other support documentation provided by TourBox Tech for the Device.
- 1.3 "Device Software" means the software supplied by TourBox Tech for use with the applicable Device and includes any authorized upgrades or supplements from TourBox Tech for such software.

2. Duration

Without prejudice to any legal (statutory) rights to which you may be entitled under your local law, this Warranty lasts for one year from the original date of purchase from TourBox Tech.

3. Warranty

To the extent permitted under your local law, tourbox tech and its suppliers, distributors, resellers, and content providers make no express or implied warranties, guarantees, or conditions, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, title, or non-infringement other than the following:

- 3.1 TourBox Tech warrants that the Device will not malfunction due to a defect in materials or workmanship under Normal Use Conditions.
- 3.2 Subject to your legal (statutory) rights under your local law (which may include the law of the Province of Quebec) this Warranty is the only guarantee, warranty, or condition TourBox Tech gives for your Device. No one else may give any guarantee, warranty, or condition on TourBox Tech's behalf.
- 3.3 If your local law gives you any implied warranty, including an implied warranty for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, title, or non-infringement, its duration is the same as this warranty. Some states, provinces (which may include the province of Quebec), or countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

4. How to Get Warranty Service

Prior to providing warranty service, TourBox Tech or its agents may require you to provide proof of purchase for the device.

- 4.1 Before starting the warranty process, please make sure the Device Software is up to date at www.tourboxtech.com/downloads.html.
- 4.2 Back up your Data or Programs and Delete Confidential Information. Before sending your Device to TourBox Tech for service, be sure to do the following:
 - a) Keep a copy of any data or programs you want to save. TourBox Tech is not responsible for your data or programs and will erase them.
 - b) Delete anything you consider confidential. TourBox Tech is not responsible for the confidentiality of any information that you leave on your device.
- 4.3 Contact support@tourboxtech.com to file a warranty claim.

5. TourBox Tech's Responsibility

- 5.1 If TourBox Tech determines that the Device malfunctioned under Normal Use Conditions during the warranty period due to a defect in materials or workmanship, TourBox Tech will (at its option) repair or replace it or the defective part, or refund the purchase price in exchange for the return of the Device, unless a mandatory provision of your local law provides otherwise. Unless a mandatory provision of your local law provides otherwise (which may include the law of the Province of Quebec), repair may use new or refurbished parts and replacement may be with a new or refurbished unit. When replacing the unit, TourBox Tech may use either the same unit model or, if unavailable, the model nearest to the original model's form, functionality, and performance, in TourBox Tech's sole discretion. The Device or all parts of your Device that TourBox Tech has replaced become TourBox Tech's property.
- 5.2 Unless a mandatory provision of your local law provides otherwise, after repair or replacement, your Device will be covered by this Warranty for the longer of the remainder of your original warranty period or 90 days after TourBox Tech ships it to you.
- 5.3 UNLESS A MANDATORY PROVISION OF YOUR LOCAL LAW PROVIDES OTHERWISE, TOURBOX TECH'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR DEVICE, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- 5.4 Subject to your local law (which may include the law of the Province of Quebec), if your Device malfunctions after one year (or other time in Section 2) from the date of original purchase or if your Device is otherwise excluded from this Warranty, TourBox Tech may charge you a fee for its efforts (whether successful or not) to diagnose and service any problems with it.

6. Warranty Exclusions

To the extent permitted by your local law, TourBox Tech is not responsible, and this Warranty does not apply (and TourBox Tech may not offer service even for a fee) to:

- 6.1 Any device not purchased from TourBox Tech or an authorized retailer or reseller.
- 6.2 Damage caused by use with products, applications, or services not manufactured, licensed, or supplied by TourBox Tech (including, for example, software and accessories not manufactured or licensed by TourBox Tech, and "pirated" software).
- 6.3 Any device that has had its serial or IMEI number altered or removed.

- 6.4 Damage caused by any external cause (including, for example, by being dropped, exposed to liquid or substance, or used with inadequate ventilation).
- 6.5 Damage caused by use not in accordance with the user manual or any other instruction TourBox Tech provided.
- 6.6 Damage caused by repairs or modifications done by someone other than TourBox Tech or a TourBox Tech authorized service provider.
- 6.7 scratches, dents, other cosmetic damage, or damage reasonably expected as a result of normal wear and tear.
- 6.8 Damage caused by hacking, cracking, viruses or other malware, or by unauthorized access to services, accounts, computer systems, or networks.
- 6.9 Any device that has had its software or hardware modified to alter its functionality or capabilities using malicious code, malware, bots, worms, trojans, backdoors, exploits, cheats, fraud, hacks, hidden diagnostics, or other mechanism.
- 6.10 Any behavior that disables security or content-protection mechanisms.
- 6.11 Any behavior that deceives or defrauds TourBox Tech or others, or that may harm the device or our systems.

This Warranty applies only if your Device is used with software and updates recommended by TourBox Tech.

This Warranty does not apply to (a) consumable parts designed to diminish over time, unless the failure occurred due to a defect in materials or workmanship, or (b) a SIM card or any cellular or other networks or system on which the Device operates.

This Warranty does not cover Device Software, and no warranty of any kind is provided with respect to Device Software. TourBox Tech does not guarantee that your use of the Device will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

7. EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY - WAIVER

UNLESS OTHERWISE PROVIDED UNDER YOUR LOCAL LAW (WHICH MAY INCLUDE THE LAW OF THE PROVINCE OF QUEBEC), TOURBOX TECH IS NOT RESPONSIBLE FOR

- 7.1 ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.
- 7.2 ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS
- 7.3 ANY INABILITY TO USE YOUR DEVICE.

THESE EXCLUSIONS APPLY EVEN IF TOURBOX TECH HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES, PROVINCES, AND COUNTRIES DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY YOUR LOCAL LAW, IF YOU HAVE ANY BASIS FOR A REMEDY BEYOND REPAIR, REPLACEMENT, OR REFUND—SEE SECTION 5(c), TOURBOX TECH'S LIABILITY TO YOU CAN BE NO MORE THAN THE PURCHASE PRICE PAID FOR THE DEVICE (AS APPLICABLE).

YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. Additional Terms

All parts of this Warranty apply to the maximum extent permitted by your local law or unless prohibited by your local law. If a court or arbitrator holds that TourBox Tech cannot enforce a part of this Warranty as written, those parts shall be deemed replaced with similar terms to the extent enforceable under the relevant law (or where a local court or arbitrator will not amend this Warranty, such part will be severed), but the rest of this Warranty will not change. Section 10(g) indicates what will happen if parts of Section 10 (Arbitration and Class Action Waiver) are found to be illegal or unenforceable. Section 10(g) prevails over this section if inconsistent with it. Notwithstanding the foregoing, in the event of a conflict between the terms of this Warranty and the terms of the applicable agreements found on TourBox Tech's website, the agreements found on TourBox Tech's website will control.

9. Choice of Law

If you live in (or, if a business, your principal place of business is in)

the United States, the laws of the State where you live (or, if a business, where your principal place of business is located) govern the interpretation of this Warranty, claims for breach of it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration.

10. 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 cannot resolve our dispute, 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 review under the FAA, Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed; neither is allowed to combine individual proceedings without the consent of all parties.

- 10.1 Disputes Covered—Everything Except IP. The term "dispute" includes any claim or controversy between you and TourBox Tech concerning the Device, its price, advertising, marketing, communications, your purchase transaction, billing, or this Warranty 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.
- 10.2 Mail Notice of Dispute First. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by email to support@tourboxtech.com. Tell us your name, address, how to contact you, what the problem is, and how we can help. We will 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.
- 10.3 Small Claims Court Option. Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or, if a business, your principal place of business) or in Santa Clara County, California, if you meet the court's requirements.
- 10.4 Arbitration Procedure. The AAA will conduct any arbitration

under its Commercial Arbitration Rules (or its Consumer Arbitration Rules if you are an individual and use the Device for personal or household use, or if the value of the dispute is \$75,000 or less regardless of whether you are an individual or how you use the Device). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at aka.ms/us-arbitration to the AAA and mail a copy to TourBox Tech. In a dispute involving \$25,000 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 (or, if a business, your principal place of business) or Santa Clara County, California. 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. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim.

10.5 Arbitration Fees and Payments

- a) Disputes Involving \$75,000 Or Less. TourBox Tech 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, we will do the following: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.
- b) Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- c) 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 11(a)) within one year from when it first could be filed. Otherwise, it is permanently barred.
- d) Severability. If any part of Section 11 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, Section 11 will be unenforceable in its entirety.

- e) Conflict with AAA Rules. This Warranty governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

TourBox Tech
www.tourboxtech.com
Contact Information: support@tourboxtech.com

