

ONLINE TERMS AND CONDITIONS OF SALE, LIMITED PRODUCT WARRANTY, AND DISPUTE RESOLUTION/ARBITRATION AGREEMENT

The Terms and Conditions of Sale, Limited Product Warranty, and Dispute Resolution/Arbitration Agreement (collectively, "the Agreements") below are binding agreements between you and Roomstogo.com, Inc., which is referred to as "RTG," "we" or "us." Except in the Limited Product Warranty, "you" means any person or entity who makes this purchase or on whose behalf the purchase is made and any privies, and any person or entity who receives, accepts, or uses the purchased products or services. All such persons and entities are expressly intended beneficiaries of the Dispute Resolution/Arbitration Agreement. For purposes of the Limited Product Warranty, "you" means solely the original consumer purchaser. The Agreements are expressly intended for the benefit of all affiliates of RTG and any third party delivery service provider that delivers or attempts to deliver your merchandise and its or their parent companies, subsidiaries, divisions, shareholders, members, directors, officers, employees, representatives, predecessors, successors, and assigns. The Agreements may not be changed except by a written agreement signed by you and us. If any part of any of the Agreements is found invalid or unenforceable, then the other parts shall remain in full force and effect, except that if any part of Section 2 of the Dispute Resolution/Arbitration Agreement is found invalid or unenforceable, then Sections 1 and 3 of the Dispute Resolution/Arbitration Agreement shall be null and void.

BY PURCHASING MERCHANDISE THROUGH ROOMSTOGO.COM OR ROOMSTOGOKIDS.COM, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, WHICH INCORPORATE OUR [TERMS OF USE](#) AND OUR [PRIVACY NOTICE](#). YOU ACKNOWLEDGE THAT RTG MAY COLLECT, RECORD, USE, SHARE, AND OTHERWISE PROCESS YOUR PERSONAL INFORMATION, INCLUDING THROUGH THE USE OF AUTOMATED TECHNOLOGIES, AS DESCRIBED IN THE PRIVACY NOTICE. IF YOU DO NOT AGREE WITH THESE TERMS AND OUR [TERMS OF USE](#) AND OUR [PRIVACY NOTICE](#), DO NOT ORDER MERCHANDISE USING [ROOMSTOGO.COM](#) OR [ROOMSTOGOKIDS.COM](#). PLEASE READ THESE TERMS CAREFULLY.

TERMS AND CONDITIONS OF SALE

1. CANCELLATION POLICY. Online sales may be cancelled only up until Merchandise is loaded on the truck for delivery, generally three days prior to the delivery date. Express/Next Day Delivery orders are not eligible for cancellation. Once merchandise is loaded, the order cannot be cancelled and will be treated as a return. Refunds may take up to 10 business days to process.
2. RETURN POLICY. Returns of items purchased online are permitted within 48 hours of delivery if the merchandise was not as expected. Refunds will be made for the purchase price of the merchandise plus tax, but not the delivery charge. To initiate a return, please contact Internet Sales Support at 1-888-709-5380, and they will provide instructions for returning your merchandise. Please include your original sales order number when contacting Internet Sales Support. You are responsible for returning the merchandise in the condition in which it was delivered. Items delivered via UPS must be returned via UPS at the customer's expense. Once the merchandise has been returned to us, refunds may take up to 10 business days to process.

3. We reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged.
4. You must make any change of the delivery address or change in the order by telephone and the change will be binding only if we confirm the change before delivery. Changes may delay the delivery date.
5. If You purchase merchandise that is marked "Partial Assembly Required" (disassembled) or "Assembly Required," or if you select "Doorway Delivery," your merchandise will be delivered for assembly by You. IF YOU PURCHASE MERCHANDISE TO BE DELIVERED FOR ASSEMBLY BY YOU, YOU ARE SOLELY RESPONSIBLE FOR ASSEMBLING THE MERCHANDISE. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FOR ANY AND ALL DAMAGE/INJURY TO YOU OR OTHER PEOPLE, YOUR MERCHANDISE, YOUR HOME, AND YOUR OTHER BELONGINGS RELATING TO ASSEMBLY.
6. We retain title to all furnishings until delivered to you and paid for in full.
7. Certain returns and exchanges, including for mattresses and box springs, may require that you pay a "pickup and redelivery fee" or other fee to cover costs of pickup and delivery from your home or re-stocking.
8. Limitation of Damages for Delivery Services: RTG will use a third party delivery service provider ("the delivery service provider") to deliver your merchandise. The delivery service provider is expressly intended as a third party beneficiary of this Limitation of Damages. THE AGGREGATE LIABILITY OF RTG AND ANY THIRD PARTY DELIVERY SERVICE PROVIDER AND ITS OR THEIR AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, RELATING IN ANY WAY TO THE DELIVERY SERVICES SHALL NOT EXCEED TWO TIMES THE TOTAL AMOUNT YOU PAID TO RTG FOR DELIVERY OF YOUR MERCHANDISE, WHETHER YOU CLAIM DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGE TO REAL OR PERSONAL PROPERTY) RELATING TO BREACH OF CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL RTG OR ANY THIRD PARTY DELIVERY SERVICE PROVIDER THAT DELIVERS OR ATTEMPTS TO DELIVER YOUR MERCHANDISE AND ITS OR THEIR AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO YOUR DELIVERY SERVICES. This limitation of liability shall not apply to (a) liability resulting from RTG or the delivery service provider's gross negligence or willful misconduct and (b) death or bodily injury resulting from RTG or the delivery service provider's negligent acts or omissions. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
9. If we have to pay any monies or hire an attorney to collect payment from you, we can recover from you all of our collection costs including the fees of our attorney.
10. Merchandise purchased for commercial settings or used for commercial purposes in any manner, including but not limited to third party rental properties, is not covered by the Limited Product Warranty below or any other warranty, express or implied.
11. FOR PICKUP ITEMS, YOU ARE SOLELY RESPONSIBLE FOR LOADING/TRANSPORTING/UNLOADING MERCHANDISE. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FOR ANY AND ALL DAMAGE/INJURY TO VEHICLES, MERCHANDISE, YOU OR OTHERS DURING LOADING/TRANSPORT/UNLOADING.
12. RTG may share and use information you provide to us with RTG's affiliates and third parties for purposes including, without limitation, processing and servicing your order, arranging delivery, marketing, financing, conducting surveys (including satisfaction surveys) and researching and improving products. This information may include your name, contact information, and purchase history. By voluntarily providing your information to us, you consent to our use of your information as described.
13. CUSTOMER COMMUNICATIONS: Notwithstanding the context in which you provide your e-mail address or telephone number, any prior consents you may have provided to receive marketing and/or non-marketing telephone calls/SMS/MMS messages, any revocation of said consent and any request to be placed on a federal, state or internal do-not-call list, you

consent to RTG, its affiliates, any other intended beneficiary of the Agreements, and any third-party service providers, including, but not limited to, delivery service providers and survey/research companies, contacting you using any e-mail address or any telephone number that you provide. You agree that any SMS/MMS messages and/or telephone calls may be sent or placed using an automatic telephone dialing system or prerecorded or artificial voice. You agree that such communications may be made for any purpose including, without limitation, processing and servicing your order, arranging delivery, conducting surveys (including satisfaction surveys), researching and improving products, and marketing. You agree that RTG, its affiliates, any other intended beneficiary of the Agreements, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. You further agree that each short code and/or telephone number used to communicate with you is an independent message campaign, separate from any other communication campaign you may receive from or on behalf of RTG, its affiliates, any other intended beneficiary of the Agreements, and any third-party service providers. To stop, unsubscribe or otherwise revoke your consent to receive messages from a specific campaign, you must text "STOP" to each individual campaign you no longer wish to receive messages from. You agree that that by texting "STOP" to a given message campaign, you will ONLY be unenrolled from text messages from that specific message campaign. If you wish to opt out of ALL message campaigns, you must text "STOP" to each message campaign. Alternatively, to opt out, you may call RTG at: (800) 766-6786 or send notice of your request to: ATTN Corporate Legal Department, 11540 US Hwy 92 E, Seffner, FL, 33584. Any other attempt to revoke consent shall be invalid and of no effect. You further agree that the methods of revocation described in this paragraph are reasonable. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. RTG may use such means of communication described in this section even if you will incur costs to receive such messages, text messages, e-mails or other means, which may occur. If you want to start receiving messages again, sign up as you did the first time. If you need help, text "HELP" to any message you receive from us. For customer support please call us at 800-766-6786. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages. You agree that the terms of these Agreements were arrived at by a mutually agreed, bargained-for exchange and that all terms are essential to the Agreements.

14. You agree that we may take or cause to be taken photos on delivery, attempted delivery, or merchandise set-up, and use the photos to help resolve merchandise, delivery, set-up, damage or customer service issues. We may also use the photos to verify delivery location or audit for quality purposes.

LIMITED PRODUCT WARRANTY ("LIMITED WARRANTY")

This Limited Warranty is non-transferrable and applies only to the original consumer purchaser, and for merchandise which has remained at the original non-commercial delivery site. RTG warrants that the purchased merchandise will be free from defects in material and workmanship for a period of **ONE (1) YEAR from the date of delivery**. To obtain service under this Limited Warranty, the purchaser must give notice of the defect within the one (1) year warranty period to RTG at Customer Service in writing at 11540 Highway 92 East, Seffner, Florida 33584, or by telephone at 1-800-766-6786. This Limited Warranty does not cover: 1) wear, fading, or shrinkage of fabrics; 2) damage due to alterations, misuse, abuse, or accidents; 3) damage or discoloration caused by light; 4) natural variations in the color or graining of products; 5) ridges or rough areas in wicker, marble, and natural stone; 6) mold, mildew, dirt, or pilling; 7) fading/oxidized paint or rust; 8) imperfections, small cracks, and teak oil in new and reclaimed teak; and 9) damage due to wind, fire, rain, hurricane, and other weather or climatological causes or natural disasters. Failure to follow care instructions, including but not limited to properly draining outdoor cushions and closing umbrellas when unattended, shall void the Limited Warranty.

If you provide notice during the Limited Warranty period that the purchased merchandise is not free from defects in material and workmanship for the duration of this Limited Warranty, we will, at our option, (i) repair any non-conforming component(s) or merchandise, (ii) replace the non-conforming merchandise in exchange for return of the merchandise, or (iii) refund the purchase price in exchange for return of the merchandise.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. All disputes arising under this Limited Warranty are subject to the Dispute Resolution/Arbitration Agreement below.

DURATION OF IMPLIED WARRANTIES: RTG EXPRESSLY LIMITS THE DURATION OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE LIMITED WARRANTY PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY. RTG HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AFTER EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

A hard copy of the Limited Warranty will be made available free of charge upon request by calling Customer Service at 1-800-766-6786.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT:

READ CAREFULLY - THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

1. Mandatory Arbitration: YOU AND ANY "ARBITRATING ENTITY" (WHICH INCLUDES RTG, ANY THIRD PARTY DELIVERY SERVICE PROVIDER THAT DELIVERS OR ATTEMPTS TO DELIVER YOUR MERCHANDISE, AND ANY OF ITS OR THEIR AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, OR ASSIGNS) AGREE THAT ANY DISPUTE OR CLAIM BETWEEN YOU AND ANY ARBITRATING ENTITY, INCLUDING BUT NOT LIMITED TO ANY DISPUTE OR CLAIM THAT RELATES IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD OR DISTRIBUTED BY ANY ARBITRATING ENTITY, TO ANY TRANSACTION WITH ANY ARBITRATING ENTITY, TO ANY WARRANTY MADE BY ANY ARBITRATING ENTITY, TO THE TERMS AND CONDITIONS OF SALE, TO THE FINANCING OF ANY PURCHASE FROM ANY ARBITRATING ENTITY, TO THE DELIVERY, ATTEMPTED DELIVERY, OR INSTALLATION OF YOUR MERCHANDISE, TO THE USE, COLLECTION OR STORAGE OF PERSONAL INFORMATION, OR TO THE [TERMS OF USE](#) OR THE [PRIVACY NOTICE](#), INCLUDING DISPUTES OR CLAIMS UNDER FEDERAL OR STATE STATUTES, COMMON LAW, OR TORT LAW, WHETHER LEGAL OR EQUITABLE ("DISPUTE"), MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, EXCEPT THAT YOU OR ANY ARBITRATING ENTITY MAY RESOLVE A DISPUTE IN SMALL CLAIMS COURT IF THE DISPUTE QUALIFIES FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. This Dispute Resolution/Arbitration Agreement ("Agreement") applies to Disputes arising before, on, or after the date of your purchase, regardless of whether any warranty is in effect, and it survives the cancelation of your order or other termination of the Agreements.

You and any Arbitrating Entity waive the right to a trial by jury and any right to have a Dispute heard in court. In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction

thereof. A single arbitrator with the American Arbitration Association (“AAA”) will conduct the arbitration, and the amount and nature of the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA’s Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA’s Commercial Arbitration Rules will apply. The AAA’s rules and a form that can be used to initiate arbitration proceedings are available at www.adr.org. You and Arbitrating Entity agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Agreement.

Delegation/Arbitrability. The Federal Arbitration Act (“FAA”) applies to this Agreement exclusively and governs its interpretation and enforcement. The arbitrator, and not any federal, state, or local court or agency, shall have the authority to decide, and shall decide, all issues or disputes relating to the meaning, validity, formation, enforceability, interpretation, scope, and application of this Agreement (including “gateway” issues of arbitrability), the Terms and Conditions of Sale, and the Limited Warranty, the Terms of Use, and the Privacy Notice, except that a court will resolve any question regarding the meaning, validity, or enforceability of Section 2 of the Agreement. The term “Dispute” and the requirement to arbitrate will be broadly interpreted. The Agreement will survive termination of the Limited Warranty.

2. Arbitration Class Action Waiver: You and any Arbitrating Entity agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery conducted by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section 2 invalid or unenforceable, then Sections 1 and 3 of the Agreement will be null and void.

3. Fees and Costs Relating to Arbitration: If your total damage claims are \$25,000 or less, not including your attorneys’ fees: (1) the arbitrator may award you your reasonable attorneys’ fees, expert fees, and costs if you prevail in the arbitration; (2) the arbitrator may not award any Arbitrating Entity its attorneys’ fees, expert fees, or costs unless the arbitrator determines that your claim was frivolous or brought in bad faith; and (3) Arbitrating Entity will bear all filing fees and administrative fees and either reimburse you for any such fees that AAA requires you to pay upon initiating arbitration or, if you send a written request to Legal Department, 11540 Highway 92 East, Seffner, FL 33584 before you initiate arbitration, Arbitrating Entity will pay to AAA any such fees that AAA requires to be paid upon initiation of arbitration. If your total damage claims are more than \$25,000, not including your attorneys’ fees, then the arbitrator may award the prevailing party all or a portion of its reasonable attorneys’ fees, expert fees, and costs. In arbitrations conducted under AAA’s Consumer Arbitration Rules, (a) Arbitrating Entity will bear the arbitrator’s fees and expenses, and (b) where no disclosed claims or counterclaims exceed \$25,000, the Dispute shall be resolved by the submission of documents only/desk arbitration, except that any party may ask for a hearing or the arbitrator may decide that a hearing is necessary. Except as otherwise provided herein, all filing fees, administrative fees, and arbitrator fees and expenses will be paid in accordance with the applicable AAA rules.

If You or any Arbitrating Entity files or causes to be filed in any court, agency, or other non-arbitral tribunal a Dispute that is subject to arbitration under this Agreement (an “Arbitrable Suit”), the defendant/respondent may provide written notice to the plaintiff/claimant (or its attorney) of its duty to arbitrate the Arbitrable Suit under this Agreement. If the plaintiff/claimant does not dismiss the Arbitrable Suit within 14 calendar days of such notice, and the defendant/respondent successfully moves to compel arbitration, the plaintiff/claimant shall be responsible for paying the reasonable attorneys’ fees and other costs incurred by the defendant/respondent in responding to and moving to compel arbitration of the Arbitrable Suit. Any request for such fees and costs shall be addressed to and decided by an arbitrator as if it were a Dispute and otherwise in accordance with this Agreement. Should any court, agency, arbitrator, or other tribunal determine that this paragraph is void, invalid, or otherwise unenforceable, it shall be severed from and not affect the validity of the agreement to arbitrate.

4. Non-Arbitration Class Action and Jury Waiver: You and any Arbitrating Entity agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and any Arbitrating Entity waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor any Arbitrating Entity may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

5. Severability. If any part of this Agreement is found invalid or unenforceable, then the other parts of the Agreement shall remain in full force and effect, except that if any part of Section 2 is found invalid or unenforceable, then Sections 1 and 3 of the Agreement will be null and void, and the other parts of the Agreement shall remain in full force and effect.

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Para encontrar la traducción de estos términos y condiciones, incluyendo el acuerdo de resolución de disputa, por favor haga clic [aquí](#).