

TERMS AND CONDITIONS OF SALE AND DISPUTE RESOLUTION/ARBITRATION AGREEMENT

The Terms and Conditions of Sale and Dispute Resolution/ Arbitration Agreement below are binding agreements between you and the Rooms To Go entity making this sale, which is referred to as "RTG," "we" or "us." The Terms and Conditions of Sale and Dispute Resolution/Arbitration Agreement 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. "You" means any person or entity who signs this Sales Order or on whose behalf it is signed 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. These agreements may not be changed except by a written agreement signed by you and us. If any part of any of these 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.

PLEASE NOTE: THESE TERMS AND CONDITIONS CONTAIN A MUTUAL DISPUTE RESOLUTION/ARBITRATION AGREEMENT THAT INCLUDES A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS. IT AFFECTS HOW DISPUTES ARE RESOLVED. YOU AGREE TO BE BOUND BY THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE REVIEW THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT CAREFULLY.

PLEASE NOTE: If any part of any of the Agreements is found invalid or unenforceable, then that part shall be stricken and all other parts shall remain in full force and effect, except as specifically provided in the Dispute Resolution/Arbitration Agreement.

TERMS AND CONDITIONS OF SALE

1. All merchandise sold at Rooms To Go Outlet Stores is sold "As Is." "As Is" sales are FINAL and are not eligible for return, exchange, allowance, refund or service. "As Is" merchandise is sold without any warranty of any kind, either express or implied, including without limitation, those of merchantability and fitness for a particular purpose, where allowed by law.

2. RTG may share and use information you provide to us at the time of sale 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.

3. 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.

4. You must pick up your merchandise or schedule a delivery within 24 hours of your purchase being made. All orders that do not comply with this strict 24 hour policy are subject to cancellation. If your order is cancelled you will be issued a merchandise certificate as a refund for any payments or deposits. Please direct any further questions you may have to the Outlet Store where your purchase was made.

5. Pick up: Customer pick up operates on a first come basis. It is your responsibility to verify the location's pick-up hours. Your merchandise will not be pulled prior to your arrival. You must have your receipt and proper photo identification in order to pick up your merchandise. Always remain with your vehicle while in the customer pick up area. To avoid damage to your merchandise and/or vehicle, you must arrive with a vehicle large enough to accommodate the merchandise being picked up. It is your responsibility to arrive with the appropriate material for securing loaded merchandise; RTG will not supply these materials. YOU ARE SOLELY RESPONSIBLE FOR LOADING, UNLOADING, AND TRANSPORTING MERCHANDISE. YOU AGREE TO INDEMNIFY AND HOLD RTG HARMLESS FOR ANY AND ALL DAMAGE OR INJURY TO VEHICLES, MERCHANDISE, YOU OR OTHERS DURING LOADING, UNLOADING, AND TRANSPORT.

6. Delivery Service: Merchandise delivery may be available for a charge, although delivery areas may be limited. Rescheduling of a delivery on the scheduled day may result in additional charges. If you cancel your order on the day of delivery and request a refund, any payments or deposits will be refunded by merchandise certificate only. RTG Outlet Store deliveries are a drop-off service. Some items may require partial assembly by you. IF YOU PURCHASE MERCHANDISE TO BE DELIVERED AS A DROP-OFF OR 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. Once a delivery is signed for, you assume full responsibility for the merchandise. If you purchase delivery service directly from a third party (and not from or through RTG), then RTG will not be responsible or liable for any damage or injury to you, the merchandise, or your personal or real property in any way relating to those delivery services.

7. Limitation of Damages for Delivery Services: If you purchase delivery services from or through RTG, RTG will use a third party delivery service provider ("the delivery service provider"). 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 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, RELATING IN ANY WAY TO THE DELIVERY SERVICES SHALL NOT EXCEED TWO TIMES THE TOTAL AMOUNT YOU PAID 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's or the delivery service provider's gross negligence or willful misconduct and (b) death or bodily injury resulting from RTG's 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.

8. You agree that we may take or cause to be taken any 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.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT: READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

IRRESPECTIVE OF ANY LAW TO THE CONTRARY, YOU MUST PROVIDE NOTICE TO US, PURSUANT TO THE PROCEDURES SET FORTH IN THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT, OF ANY CLAIM WITHIN ONE YEAR OF ITS ACCRUAL OR YOUR CLAIM SHALL BE WAIVED AND TIME-BARRED, TO THE FULLEST EXTENT PERMITTED BY LAW.

1. **Mandatory Informal Dispute Resolution Process.** If you and any Arbitrating Entity (defined below) have a Dispute (defined below), the parties to the Dispute agree that they will make a good faith effort to resolve it informally. This process should lead to a resolution. In connection with any Dispute, a notice ("Notice") must be sent to the other party that describes the Dispute. The Notice must include your name, address, telephone number, email address, sufficient information for the Arbitrating Entity to identify any transaction at issue; and a detailed description of (1) your Dispute, (2) the nature and basis of your claims, and (3) the nature and basis of the relief sought. The Notice must also verify that the information provided is true and accurate. You may send the Notice by email to: legalnotices@roomstogo.com or by mail to: Legal Department, 11540 Highway 92 East, Seffner, FL 33584. You must personally sign the Notice. If an Arbitrating Entity has a Dispute with you, it will send the Notice to the address on file. After a Notice is received, you and the Arbitrating Entity agree to negotiate in good faith, including through an informal and individualized telephone conference between you and the Arbitrating Entity. If requested by the Arbitrating Entity, you must personally appear at and participate in the telephone conference (if you are represented by counsel, your counsel may also participate). If the Dispute is not resolved within sixty (60) days after receipt of the Notice (which period can be extended by agreement of the parties), you and the Arbitrating Entity agree to the further dispute resolution provisions below. Compliance with and completing this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal dispute resolution process. If the sufficiency of a Notice or compliance with this informal dispute resolution process is at issue, it shall be decided by a court prior to the filing of any demand for arbitration.

2. **Mandatory Arbitration:** AFTER EXHAUSTION OF THE INFORMAL DISPUTE RESOLUTION PROCESS, 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, MANAGERS, PARTNERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, OR ASSIGNS) AGREE THAT ANY UNRESOLVED DISPUTE OR CLAIM BETWEEN YOU AND ANY ARBITRATING ENTITY, INCLUDING BUT NOT LIMITED TO ANY DISPUTE OR CLAIM THAT RELATES IN ANY WAY TO YOUR RELATIONSHIP WITH ANY ARBITRATING ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCT OR SERVICE SOLD, PERFORMED OR DISTRIBUTED BY ANY ARBITRATING ENTITY, ANY TRANSACTION WITH ANY ARBITRATING ENTITY, ANY WARRANTY MADE BY ANY ARBITRATING ENTITY, THE TERMS AND CONDITIONS OF SALE, TO THE FINANCING OF ANY PURCHASE FROM ANY ARBITRATING ENTITY, THE DELIVERY, ATTEMPTED DELIVERY, OR INSTALLATION OF YOUR MERCHANDISE, TO THE USE, COLLECTION OR STORAGE OF PERSONAL INFORMATION, OR 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. THE TERM "DISPUTE" AND THE REQUIREMENT TO ARBITRATE WILL BE BROADLY INTERPRETED. NOTWITHSTANDING THE FOREGOING, YOU OR ANY ARBITRATING ENTITY MAY ELECT TO 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 AND SEEKS INDIVIDUAL RELIEF SO LONG AS THE ACTION REMAINS IN THAT COURT AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION. THIS ELECTION MAY BE MADE AT ANY TIME PRIOR TO THE APPOINTMENT OF AN ARBITRATOR. YOU AND ANY ARBITRATING ENTITY AGREE THAT WE EACH MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS. THIS DISPUTE RESOLUTION/ARBITRATION 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 CANCELLATION OF YOUR ORDER OR OTHER TERMINATION OF THE AGREEMENTS, INCLUDING, BUT NOT LIMITED TO, THE TERMINATION OF THE LIMITED WARRANTY.

You and any Arbitrating Entity waive the right to a trial by jury and any right to have a Dispute heard in court to the fullest extent permitted by law. 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 in favor or against only the parties to the arbitration, including monetary damages, injunctive relief, and declaratory relief and only to the extent necessary to provide relief warranted by that party's individual claim. Under no circumstances may the arbitrator preside over any class or collective action. The arbitrator must follow the terms of the Agreements as a court would. The arbitrator may not consider any prior settlement offers in making the decision. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitration award shall be binding only among the parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party, provided that the arbitrator may consider rulings in other arbitrations involving different individuals. 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 as modified by this Dispute Resolution/Arbitration Agreement. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply as modified by this Dispute Resolution/Arbitration Agreement. 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 consistent with this Dispute Resolution/Arbitration Agreement, then the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding consistent with the terms of this Dispute Resolution/Arbitration Agreement. The parties further agree that the choice of AAA as a forum is not integral to this Dispute Resolution/Arbitration Agreement.

3. **Delegation/Arbitrability**. The Federal Arbitration Act ("FAA") applies to this Dispute Resolution/Arbitration Agreement exclusively and governs its interpretation and enforcement. Except as specifically provided elsewhere in this Dispute Resolution/Arbitration Agreement, 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 Dispute Resolution/Arbitration Agreement (including "gateway" issues of arbitrability), the Terms and Conditions of Sale, the [Terms of Use](#), and the [Privacy Notice](#), except that a court will resolve any question regarding the meaning, validity, or enforceability of Section 4 of this Dispute Resolution/Arbitration Agreement.

4. **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, collective, 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. This waiver of class actions and collective relief is an essential part of this binding Dispute Resolution/Arbitration Agreement and cannot be severed from it. If a court determines that the class action and collective relief waiver is not enforceable as to a particular claim or request for relief and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief shall proceed in court.

but shall be severed and stayed pending arbitration of the remaining claims.

5. Fees, Costs, and Procedures Relating to Arbitration: 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 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 (collectively up to \$10,000) if you prevail in the arbitration and if your award on your claim (excluding costs and fees) exceeds by 50% the last offer from the Arbitrating Entity, which offer shall not be shared with arbitrator until after the award; and (2) the arbitrator may not award any Arbitrating Entity its attorneys' fees, expert fees, and/or costs, including AAA fees, unless the arbitrator determines that your claim was frivolous or brought for an improper purpose or in bad faith or after application of the provisions of Federal Rule of Civil Procedure 68, which shall apply and be enforced by the arbitrator. 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/or costs, including AAA fees, to the extent such fees and costs could be awarded in court or if the arbitrator determines that a claim or defense was frivolous or brought for an improper purpose or in bad faith or after application of the provisions of Federal Rule of Civil Procedure 68, which shall apply and be enforced by the arbitrator. In arbitrations conducted under AAA's Consumer Arbitration Rules, 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. If requested by the Arbitrating Entity, you shall individually and personally appear (with your counsel if you have one) at an individualized telephone conference with a case manager before an arbitrator is appointed.

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 Dispute Resolution/Arbitration 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 or comply with the informal dispute resolution process under this Dispute Resolution/Arbitration 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 compliance with the terms of this Dispute Resolution/Arbitration Agreement, 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 Dispute Resolution/Arbitration Agreement.

6. Mass Claims: If twenty-five or more similar claims are asserted against one or more Arbitrating Entities by the same counsel or are otherwise coordinated (collectively, "Mass Claims"), you understand and agree that the resolution of your claim might be delayed. You also agree to the following coordinated bellwether process. Counsel for the claimants and counsel for the Arbitrating Entities shall each select ten cases to proceed first in arbitration in a bellwether proceeding. The remaining cases shall not be filed or deemed filed in arbitration until they are selected for a bellwether proceeding. If the parties are unable to resolve the remaining cases after the conclusion of the initial bellwether proceeding, each side shall select another ten cases to proceed to arbitration for a second bellwether proceeding. This process shall continue until the parties are able to resolve all of the claims, either through settlement or arbitration. Only one case may be assigned to each arbitrator as part of this process. The statute of limitations shall be tolled for an individual's claims until the time the individual's case is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing of arbitration demands against the Arbitrating Entities.

7. Non-Arbitration Class Action and Jury Waiver: You and any Arbitrating Entity agree, to the fullest extent permitted by law, 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.

8. **Severability.** Except as specifically provided herein, if any part of this Dispute Resolution/Arbitration Agreement is found invalid or unenforceable, then it shall be stricken and the other parts of this Dispute Resolution/Arbitration Agreement shall remain in full force and effect.

Changes: If we make any future changes to this Dispute Resolution/Arbitration Agreement (other than a change to the Notice Address), they shall not apply to any Dispute for which you have previously provided Notice to any Arbitrating Entity.

Para encontrar la traducción de estos términos y condiciones, incluyendo el acuerdo de resolución de disputa, favor dirigirse a www.roomstogo-outlet.com

vTOS0210928