

TERMS AND CONDITIONS OF SALE, LIMITED PRODUCT WARRANTY, AND DISPUTE RESOLUTION/ARBITRATION AGREEMENT
THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION/ARBITRATION AGREEMENT, INCLUDING A CLASS ACTION
WAIVER THAT AFFECTS YOUR RIGHTS. IT AFFECTS HOW DISPUTES ARE RESOLVED. YOU WILL 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 CAREFULLY.

You can also read the Agreements at roomstogo.com/terms; Para leer los Acuerdos, favor dirigirse a roomstogo.com/terms

The Terms and Conditions of Sale, Limited Product Warranty, and Dispute Resolution/Arbitration Agreement (“Agreements”) below are binding agreements between you and the Rooms To Go entity making this sale (“RTG,” “we” or “us”). Except in the Limited Product Warranty, “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. In 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 that delivers, services or attempts to deliver or service your merchandise and its or their parents, subsidiaries, divisions, shareholders, members, managers, partners, directors, officers, trustees, 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 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. **Refund/cancellation**: No cancellations or refunds after merchandise has been delivered or for Express/Next Day Delivery. You are eligible for a full refund if you cancel within 48 hours of the order and for an 80% refund if you cancel after 48 hours but before delivery. You may incur a pickup, redelivery, restocking, or other fee for certain returns and exchanges, including Doorway Delivery, mattresses, and box springs.

2. Merchandise will be delivered for assembly by You if it is marked “Assembly Required” or if you select “Doorway Delivery.” YOU ARE SOLELY RESPONSIBLE FOR ASSEMBLING SUCH MERCHANDISE. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FOR ANY AND ALL DAMAGE/INJURY TO YOU OR OTHERS, YOUR MERCHANDISE, HOME, AND OTHER BELONGINGS RELATING TO ASSEMBLY.

3. **Limitation of Damages for Delivery Services**: If you purchase delivery services, RTG will use a third party 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 AND ALL OF ITS OR THEIR PARENTS, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS, PARTNERS OFFICERS, TRUSTEES, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS (“RTG and TP Provider”), 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, TORT OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL RTG OR TP Provider BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. This limitation of liability shall not apply to (a) liability resulting from RTG’s or TP Provider’s gross negligence or willful misconduct or (b) death or bodily injury resulting from RTG’s or TP 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.

4. **Customer Pickup**: Customer pickup times may vary by location. It is your responsibility to verify the location’s pickup hours. Your merchandise may or may not be pulled before your arrival. You must have a valid government-issued photo identification to pick up your merchandise. Always remain in your vehicle. To avoid damage to your merchandise 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 your loaded items; RTG will not supply these materials. YOU ARE SOLELY RESPONSIBLE FOR LOADING, UNLOADING, AND TRANSPORTING YOUR MERCHANDISE. YOU AGREE TO INDEMNIFY AND HOLD RTG HARMLESS FOR ANY AND ALL DAMAGE OR INJURY TO VEHICLES, MERCHANDISE, OR OTHERS DURING LOADING, UNLOADING, AND TRANSPORT.

5. Information Sharing: RTG may use your information or share it with RTG's affiliates and third parties to process and service your order, arrange delivery, for marketing, financing, conducting surveys (including satisfaction surveys) and researching and improving products, among other purposes. This may include your name, contact information, and purchase history. By voluntarily giving your information to us, you consent to our use and sharing of your information as described.
6. Customer Communications: Notwithstanding the context in which you provide your e-mail address or phone number, any prior consents you may have provided to receive calls/SMS/MMS messages, any revocation of said consent or any request to be placed on a federal, state or internal do-not-call list, you consent to RTG, its affiliates, intended beneficiaries 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 phone number that you provide. You agree that any calls/SMS/MMS messages may be sent/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, intended beneficiaries of the Agreements, and any third-party service providers may call or send you messages regarding any topic and that such messages or calls may be made or placed using different phone numbers or short codes. You acknowledge that each short code or phone number used to communicate with you is an independent communication campaign, separate from any other campaign you may receive from or on behalf of RTG, its affiliates, intended beneficiaries 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 agree that by texting "STOP" to a given message campaign, you will ONLY be unenrolled from messages from that specific 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 to: Legal Department, 11540 US Hwy 92 E, Seffner, FL 33584. Any other attempt to revoke consent shall be invalid and of no effect. You agree that the methods of revocation described in this paragraph are reasonable. 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. You certify, warrant and represent that the phone number you have given is yours and not someone else's. You represent that you are permitted to receive calls and messages at the phone number you have given. You agree to promptly alert us whenever you stop using a phone number. RTG may use the means of communication described in this section even if you will incur costs to receive such communications. For customer support please call 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 in this paragraph are essential to the Agreements.
7. Photos: You agree that we may take or cause to be taken photos on delivery, attempted delivery, merchandise set-up, or service appointments, and use the photos to help resolve merchandise, delivery, set-up, damage or customer service issues and to verify delivery location or audit for quality purposes.
8. General: Changes to delivery address may delay delivery and are valid only if we confirm the change. Merchandise purchased for commercial settings or used for commercial purposes or sold "AS IS" is not covered by the Limited Product Warranty below or any other warranty, express or implied, where allowed by law. Merchandise sold "AS IS" is Final and not eligible for return, exchange, refund or service. We retain title to all merchandise until delivered and paid in full and merchandise is not guaranteed to be in stock or available until paid in full and delivery scheduled. You are liable to us for any collection costs including attorneys' fees if we must collect payment from you. We can correct mistakes in pricing or arithmetic at any time.

LIMITED PRODUCT WARRANTY ("LIMITED WARRANTY")

This Limited Warranty is non-transferable and applies only to the original consumer purchaser of the merchandise, and to merchandise that 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 YEAR from the date of delivery or pickup**. To obtain service under this Limited Warranty, the purchaser must give notice of the defect within the warranty period in writing at 11540 Hwy 92 E, Seffner, Florida 33584, or by phone at 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, shall void the Limited Warranty. If you provide notice during the warranty period that merchandise is defective, we will, at our option, (i) repair nonconforming component(s) or merchandise, (ii) replace nonconforming merchandise in exchange for its return, or (iii) refund the purchase price in exchange for return of the merchandise. Commercial and AS IS Merchandise are not covered by this Limited Product Warranty or any other warranty, express or implied, where allowed by law.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY APPLICABLE 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 WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE LIMITED WARRANTY PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY OR PICKUP. RTG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND 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.

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

IRRESPECTIVE OF ANY LAW TO THE CONTRARY, YOU MUST GIVE US NOTICE AS 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" must be sent to the other party that describes the Dispute. The Notice must include the claimant's name, address, telephone number, email address, sufficient information to identify any transaction at issue; and a detailed description of (1) the Dispute, (2) the nature and basis of the claims, and (3) the nature and basis of the relief sought. The Notice must also verify that the information provided is true and accurate. The claimant must personally sign the Notice. You may send the Notice by email to: legalnotices@roomstogo.com or by mail to: Legal Department, 11540 Highway 92 East, Seffner, FL 33584. 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 THAT DELIVERS, SERVICES OR ATTEMPTS TO DELIVER OR SERVICE YOUR MERCHANDISE, AND ANY OF ITS OR THEIR AFFILIATES, AND ALL OF ITS OR THEIR 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 of 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 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 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 and that your claim, and all Mass Claims, shall be subject to the AAA Multiple Consumer Case Filing Fee Schedule at the time the claims are selected for bellwether proceedings. Counsel for the claimants and counsel for the Arbitrating Entities shall each select ten cases to proceed first in arbitration in individual bellwether proceedings. 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 proceedings, each side shall select another ten cases to proceed to arbitration for a second set of bellwether proceedings. 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.

9. **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.

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