

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

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION/ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECTS YOUR RIGHTS. THESE PROVISIONS AFFECT HOW DISPUTES ARE RESOLVED. YOU WILL BE BOUND BY THESE PROVISIONS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE REVIEW THESE PROVISIONS 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 otherwise specifically provided herein.

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 foundation/box springs. Mattresses and foundation/box springs may be subject to the RTG Sleep Trial Policy or Height Preference Exchange Policy provided with your purchase and available at <https://www.roomstogo.com/90-night-sleep-trial-policy>.
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.
9. Governing Law and Venue. These Agreements are governed by the laws of the State of Florida, without regard to its

conflict of law principles, except to the extent that the Federal Arbitration Act governs the Dispute Resolution/Arbitration Agreement, as stated below. The United Nations Convention for the International Sale of Goods does not apply. If the Arbitration Agreement is ever deemed unenforceable or void, or a dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts that encompass Hillsborough County, Florida, and you waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (i) inconvenient forum or (ii) any other basis or any right to seek to transfer or change venue of any such action to another court.

10. Assignment. We may assign our rights and delegate our duties under these Agreements at any time to any party without notice to you. You may not assign these Agreements without our prior written consent.
11. Interpretation. These Agreements are the entire agreement between you and RTG with respect to your purchase of merchandise. RTG's failure to enforce any provision in these Agreements will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Agreements will be effective only if in writing and signed by RTG. If any provision of these Agreements is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect, except as otherwise specifically set forth herein (i.e., in connection with the Dispute Resolution section (including the Arbitration Agreement)). The headings in these Agreements are for convenience only and do not affect the interpretation of these Agreements. These Agreements will inure to the benefit of RTG's successors and assigns.
12. Survival. Any provisions of these Agreements that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, choice of law and venue, and the Dispute Resolution section, including the Arbitration Agreement, class action waiver, and jury trial waiver) will continue in effect beyond any termination of these Agreements.
13. Electronic Communications. These Agreements and any other documentation, agreements, notices, or communications between you and RTG may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
14. **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.

15. DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER). READ CAREFULLY – THIS SECTION (INCLUDING PARAGRAPHS 16-24 SET FORTH BELOW) AFFECTS YOUR LEGAL RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST PROVIDE NOTICE TO US, PURSUANT TO THE PROCEDURES SET FORTH IN THIS DISPUTE RESOLUTION SECTION, OF ANY CLAIM WITHIN ONE YEAR OF ITS ACCRUAL OR YOUR CLAIM SHALL BE WAIVED AND TIME-BARRED.

Arbitration Agreement.

16. 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 first 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 the claimant's name, address, telephone number, email address, sufficient information to identify any transaction at issue; and a detailed description of (i) the Dispute, (ii) the nature and basis of the claims, and (iii) the nature and basis of the relief sought with a calculation for it. The Notice must be personally signed by the party initiating the Dispute (and counsel if represented). You must 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 for you. After a fully completed 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 the party receiving the Notice makes such a request. If such a request is made, you and a representative of the Arbitrating Entity must personally appear at and participate in the telephone conference (if the parties are represented by counsel, counsel may also participate). Completion of this Mandatory Informal Dispute Resolution Process is a condition precedent to initiating a claim in arbitration. If the sufficiency of a Notice or compliance with this Mandatory Informal Dispute Resolution Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and during such court proceeding any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek damages or other relief in arbitration for noncompliance with this Mandatory Informal Dispute Resolution Process. All applicable limitations periods (including statutes of limitations) shall be tolled from the date of receipt of a completed Notice through the conclusion of this Mandatory Informal Dispute Resolution Process. You or we may commence arbitration only if the Dispute is not resolved through this Mandatory Informal Dispute Resolution Process.

17. Arbitration Procedures. After exhaustion of the Mandatory Informal Dispute Resolution Process, You and any "Arbitrating Entity" (which is referred to as "We," "Us" and "Our" for purposes of this dispute resolution section and includes RTG, any third party delivery service provider 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 between You and any Arbitrating Entity, including but not limited to any dispute 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, servicing, or installation of your merchandise, to the use, transmission, collection or storage of personal information, or the Terms of Use or the Privacy Notice, including disputes under federal or state statutes, common law, or tort law, whether legal or equitable ("Dispute") must be resolved exclusively through final and binding individual arbitration with the limited exception set forth below. The term "Dispute" and the requirement to arbitrate will be broadly interpreted. Notwithstanding the foregoing, You or any Arbitrating Entity may elect to have a Dispute heard in small claims court so long as the matter proceeds only on an individual (not a class or representative) basis and seeks individual relief, and 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 before or after an arbitrator is appointed consistent

with AAA Rule 9. Notwithstanding the foregoing, you and any Arbitrating Entity may bring suit in court to enjoin infringement or other misuse of intellectual property rights. This Arbitration Agreement applies to disputes arising before, on, or after the date of Your visit to the site or the date of Your purchase, regardless of whether any warranty is in effect, and it survives cancellation of Your order or other termination of any agreement You may have with any Arbitrating Entity along with the remainder of the Dispute Resolution Section.

The arbitration shall be administered by and conducted in accordance with the applicable rules of the American Arbitration Association (“AAA”), including the AAA’s Consumer Arbitration Rules (where appropriate) (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org. You and We agree that the AAA’s administrative determination to register this Arbitration Agreement means it comports with the Consumer Due Process Protocol and that neither a court nor an arbitrator may revisit that decision. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree on an administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an administrator that will do so. An arbitration demand must be accompanied by a certification of compliance with the Mandatory Informal Dispute Resolution Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the party and counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 against represented parties and their counsel. You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking \$25,000 or more or injunctive relief shall have an in-person or video hearing unless the parties agree otherwise. Both parties reserve the right to request a hearing in any matter from the arbitrator. You and an Arbitrating Entity representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually agreed location. If requested by either party, You and an Arbitrating Entity representative shall personally appear (with counsel if represented) at an individualized telephone case management conference with the AAA before an arbitrator is appointed. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the maximum extent permitted by applicable law, You and We agree that each may bring claims against the other only in Your or Our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both You and We agree otherwise, an arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce these Agreements as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated. The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered in any court. An award shall have no preclusive effect in any other arbitration or proceeding in which You are not a named party.

18. Delegation/Arbitrability. You and we agree that these Agreements evidence a transaction in interstate commerce and the Federal Arbitration Act (“FAA”) applies to this Arbitration Agreement exclusively and governs its interpretation and enforcement. The arbitrator shall decide all issues **except** the following, which are for a court of competent jurisdiction to decide: (i) issues that are reserved for a court in these Agreements; (ii) issues that relate to the scope, validity, and enforceability of the Arbitration Agreement, class action waiver, jury trial waiver, or any of the provisions of this Dispute Resolution section; and (iii) issues that relate to the arbitrability of any Dispute.

19. Costs of Arbitration. (A) Arbitration fees will be governed by the applicable AAA Rules and fee schedule. You and We agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, You or We

may elect to engage with the AAA regarding arbitration fees, and agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

(B) 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 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 and to comply with the Mandatory Informal Dispute Resolution Process set forth above. 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 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 to the maximum extent permitted by applicable law. Any request for such fees and costs shall be addressed to and decided by an arbitrator as if it were a Dispute and otherwise addressed in accordance with these Agreements.

20. Additional Procedures for Mass Arbitration. You and We agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this Arbitration Agreement) shall apply if You choose to participate in a Mass Arbitration. If 25 or more similar Disputes (including Yours) are asserted against an Arbitrating Entity by the same or coordinated counsel or are otherwise coordinated ("Mass Arbitration"), You understand and agree that the resolution of Your Dispute might be delayed and ultimately proceed in court. If Your Dispute is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for Your Dispute from the time that your Dispute is first submitted to the AAA until Your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

STAGE ONE: If at least 50 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for the Arbitrating Entity shall each select 25 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage One). Each of the 50 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a mediator jointly selected by counsel for the parties in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and the Arbitrating Entity shall pay the mediator's fee.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for the Arbitrating Entity shall each select 25 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage Two). No more than three cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a mediator jointly selected by counsel for the parties in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and the Arbitrating Entity shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Agreements, including the remaining provisions of this Dispute Resolution section. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent

with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Arbitration, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. The Additional Procedures for Mass Arbitration provision and each of its requirements are essential parts of this Arbitration Agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration apply to Your Dispute and are not enforceable, then Your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of these Agreements.

21. **Future Changes to Arbitration Agreement.** If we make any future changes to this Arbitration Agreement (other than a change to our contact information), You may reject any such change by sending a personally signed, written notice to the following address within 30 days of the change with a clear statement describing the changes to the Arbitration Agreement that you wish to opt out: by email to legalnotices@roomstogo.com or by mail to Legal Department, 11540 Highway 92 East, Seffner, FL 33584. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, You are agreeing that You will arbitrate any Dispute between You and the Arbitrating Entities (defined above) in accordance with this version of the Arbitration Agreement.

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

Class Action Waiver; Jury Trial Waiver.

23. **Class Action Waiver.** YOU AND WE EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN LITIGATION, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. YOU AND WE AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN ARBITRATION OR IN COURT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

24. **Jury Trial Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL.