

GUARD IT

RESIDENTIAL FURNITURE PROTECTION PLAN

TERMS AND CONDITIONS

(Includes Dispute Resolution/Arbitration Agreement and Class Action Waiver)

FOR ONLINE CLAIMS: [www.gppclaims.com]

HOW TO FILE A CLAIM:

1. BEFORE YOU GO ONLINE OR CALL –

ARE YOU STILL UNDER YOUR MANUFACTURER/STORE WARRANTY?

Check Your manufacturer/store warranty to see if You are still covered. You can call Your Retailer for a copy, and they will assist You if You are covered. **This Plan does not provide coverage, administration or service for any repairs or replacements that are still covered by a manufacturer/store warranty coverage.** However, if there is any gap in such warranty (for example, if the manufacturer's warranty does not cover labor, or does not cover certain parts), this Plan may cover such gaps if the coverage is provided in "WHAT'S COVERED?".

IS THIS DELIVERY DAMAGE?

Please contact Your Retailer directly for all delivery damages. **This Plan does not cover any damage during delivery or set-up of the covered Furniture Items.**

DO I HAVE THE REQUIRED INFORMATION? (Failure to provide all information may result in denial of coverage.)

Check that You have all Plan documents, the itemized receipt, photographs of the affected area, and can describe the damage and its cause. All claims must be filed within 30 days of the incident.

DO NOT ATTEMPT TO CLEAN OR CALL A TECHNICIAN – Unauthorized cleaning/repairs may void coverage. For covered stains, We may require that You attempt as soon as possible to clean the stain with the cleaning solution provided to You at the time of Your purchase if any, or the cleaning solution We may send to You.

2. Go online to [www.gppclaims.com] and follow the prompts or call [1-877-680-2620] to file claim.

IMPORTANT DETAILS:

The following documents together constitute the entire agreement between You and Us: (i) this Plan, and (ii) Your receipt from the Retailer containing the Furniture Items covered by this Plan, and the Plan's cost. To fulfill Your claim, We may provide repair advice and/or products or You may receive a no-charge in-home visit by a professional technician who will attempt to clean the stain and/or repair the damage. Your Furniture Item will be repaired or replaced at Our sole discretion. Non-original manufacturer's parts may be used. Credit for any replacement item will be offered at the Retailer where the Plan was purchased, subject to the Limit of Liability, and will exclude all taxes and delivery/shipping costs. If You move outside of the Retailer's delivery area, You will be responsible for all additional delivery/shipping costs.

We have the right to deny service should You refuse Our attempts to repair or service Your Furniture Item. You also must provide a safe, non-threatening environment for Our technicians to perform service. You must be present for any scheduled technician visit.

We will not be responsible or otherwise service matching pieces of Furniture Items that are not damaged, and We are not responsible for and will take no action to correct dye lot, texture or any other variations arising from service or replacement of a part or entire Furniture Item. This Plan does not transfer to replacement furniture. If replacement of the damaged Furniture Item is necessary, We cannot guarantee that the replacement will exactly match the Furniture Item, especially if the Furniture Item has been discontinued by the manufacturer.

DEFINITIONS:

Throughout this Plan the words (1) "You" and "Your" refer to the purchaser of this Plan as shown on the receipt, and includes the Lessee if the Furniture Item was acquired under a rent-to-own or lease-purchase transaction (collectively, "RTO Transaction"); (2) "We," "Us," "Our" or "Obligor" refer to the company obligated under this Plan, which is: (a) CNA Warranty Services, Inc. in all states except Florida; and (b) In Florida, CNA Warranty Services of Florida, Inc.; (3) "Administrator" refers to Guardian Protection Products, Inc. ("Guardian"), 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, [1-877-680-2620]; (4) "Furniture Item(s)" refers to indoor or outdoor furniture constructed of upholstered fabric or leather/vinyl or wood, stone or faux stone, marble, tile, granite, or other hard surfaces that You purchased concurrently with this Plan and are shown as covered Furniture Item(s) on Your receipt; (5) "Retailer" refers to the Rooms To Go entity from which You purchased the Furniture Item(s) and this Plan; (6) "Breakdown" refers to mechanical or electrical failure of or damage to a Furniture Item due to a defect in materials or workmanship; (7) "Breakage" refers to accidental damage to the structural components of a Furniture Item, but does not include a Breakdown.

DEDUCTIBLE: No deductible is required.

WHAT'S COVERED?

This Plan covers the following accidental stains or damages from a specific incident or Breakdown, subject to the What's Not Covered and other Plan conditions:

ALL FURNITURE ITEMS, EXCEPT FOR ADJUSTABLE BASES:

1. BREAKDOWNS:
 - a. Cracking or peeling of the finish on solid wood, wood veneer, wood laminate, stone or faux stone, marble, tile, or granite furniture;
 - b. Warping, cracking, breaking or separation of frame and frame components (such as braces, legs, panels, trim and base molding), drawers and drawer guides, leaf and leaf tracks, tension supports, arms, aprons, pedestal and trestle base and legs, spindles and beams;
 - c. The breaking or bending of mechanisms, springs and coils; and
 - d. Breakdown or Breakage of electrical components including, but not limited to, clocks and motors.
2. STAINS AND OTHER DAMAGES:
 - a. Stains to fabric, vinyl or leather furniture (except nubuck, suede and buffed leather) and umbrellas as a result of normal spills from food and beverages, pet biological stains, ball point pen ink, and nail polish. Stains caused by any other substance or means are not covered;
 - b. Seam separation, punctures, cuts or rips to wicker, fabric, leather or vinyl;
 - c. Chipping, gouges to wood and other case good surfaces (including stone or faux stone, marble, tile, and granite) that penetrate the finish exposing the substrate;
 - d. Breakage and loss of silvering to mirrors; Breakage of glass and lamps (excluding bulbs);
 - e. Minor burn marks caused solely by cigarette, cigar or a tobacco pipe;
 - f. Liquid marks or rings to wood, wood veneer, wood laminate, stone or faux stone, marble, tile, or granite surfaces from household food and beverages;
 - g. Heat and burn marks on solid wood, wood veneer, wood laminate, stone or faux stone, marble, tile, or granite surfaces from normal household items. "Heat and burn marks" means the discoloration, blistering or bubbling due to heat or burns, and does not include char, scorch or singe marks; and
 - h. One-time Breakage or Breakdown of umbrella or umbrella mechanism.

WHAT'S NOT COVERED?:

1. We will not cover the following:
 - a. Any damage not specifically listed under "WHAT'S COVERED?" (no other stain, loss, Breakdown, Breakage, defect or damage will be covered under this Plan);
 - b. Furniture Items sold used, damaged, "Pre-Owned," "Final Sale" or "AS-IS";
 - c. Any Furniture Items used in a commercial setting or for communal use, including, without limitation, third party rental properties;
 - d. Damages that occur, and claims made for service, repair or replacement from outside of the 50 United States and the District of Columbia;
 - e. Damage of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets, remotes, accessories used in conjunction with the Covered Product such as pillows and buttons;
 - f. Odors;
 - g. Pictures or accessories;
 - h. Brass or other plating;
 - i. Decorative stitching; loss of foam resiliency in cushion cores, backs and arms;
 - j. Compressed paper-board, paper veneer and paper laminate surfaces;
 - k. Mattresses, box springs and bunkie boards;
 - l. Area rugs;
 - m. Indentations from writing on wood surfaces or any type of surface abrasion; and
 - n. Scratches, rips, cuts, gouges, and scuff marks of any type that do not clearly penetrate through upholstery or the clear-coat finish on wood, exposing the bare wood.
2. We will not cover damage caused by or related to the following:
 - a. PRE-EXISTING CONDITIONS OR DAMAGES to a Furniture Item that occur prior to You taking possession of the Furniture Item;
 - b. Damage caused by normal wear and tear;
 - c. Damage caused by You in the assembly of RTA (ready-to-assemble) furniture (whether partial or full assembly is required);
 - d. Except as noted in "WHAT'S COVERED?," damage from abuse, misuse, mishandling, introduction of foreign objects into, on or about the Covered Product, modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; external causes of any kind, including without limitation, third party actions, fire, smoke, burglary, vandalism, theft, insects and animals; extreme temperature, windstorm, hail, earthquake, flood;
 - e. Unauthorized repairs and/or parts; and
 - f. Damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion.
3. We will not cover the cost of, or losses related to, the following:
 - a. Product repairs that are covered by the manufacturer's or Retailer's warranty, or are a result of recall, regardless of the manufacturer's or Retailer's ability to pay for such repairs;
 - b. Periodic checkups, preventive maintenance, lubrication and general cleaning as directed by the manufacturer; consumables, such as batteries or bulbs;
 - c. Service where no problem can be found; noises or squeaks; any malfunction, damage or disrepair not occurring within the Term of coverage for each Furniture Item; and
 - d. Bodily injury; damage to personal property, other than damage to Furniture Items covered by this Plan.

4. **NOT COVERED, SPECIFIC TO BREAKDOWNS:** The following are not covered by this Plan with respect to Breakdowns: (a) Furniture Items not originally covered by a manufacturer's or retailer's warranty; (b) graining or markings on wood or leather (including bonded, blended, bicast, nubuck, suede, or split), including but not limited to scars, insect bites, brand marks, embossing, wrinkles; (c) cracking, peeling, stress tears, or scaling of leather (including bonded, blended, nubuck, suede, split and bicast), wicker and vinyl; (d) except as noted in "WHAT'S COVERED?," fabric tears and wear-through, punctures, scratches, dents, burns, dirt, color-fading or discoloration; (e) zippers; (f) shrinkage from cleaning; (g) Rust or corrosion; and (h) design flaws.
5. **NOT COVERED, SPECIFIC TO STAINS AND OTHER DAMAGES:** The following are not covered by this Plan with respect to stains and other damages: (a) damage resulting from dye, bleach, paint, acid or corrosive products; nail polish remover; chewing gum; accumulation and buildup of stains and soil over time, including darkened areas where the body comes into contact with the upholstery and other accumulated stains that cannot be attributed to a single incident; perspiration and body or hair oils; fading; except as noted in "WHAT'S COVERED?," soiling or damage caused by pets or other animals (repeated pet biological stains are not considered accidental); human biological stains; damage from use of cleaning products not approved by the manufacturer or Us; damage caused by exposure to freezing temperatures; normal soiling; mold and mildew; damages of unknown origin; non-colorfast fabrics and leather; damage to the material caused by the owner's failure to use reasonable caution and care to protect the Covered Product; (b) damage occurring prior to and during delivery or setup of Your Covered Product, or when the product is in storage, or being moved into or out of storage, or between residences; (c) damage caused by independent contractors or maintenance personnel; and (d) damage from leaks in appliances, sky lights or roof.
6. **NOT COVERED, SPECIFIC TO FURNITURE ITEMS DESIGNED FOR OUTDOOR USE:** The following are not covered by this Plan with respect to Furniture Items designed for outdoor use: (a) damage from power washing or exposure to salt water; (b) pollen, tree sap and lotions; and (c) wicker fraying not caused from a single incident.
7. **NOT COVERED, SPECIFIC TO FURNITURE ITEMS DESIGNED FOR INDOOR USE:** The following are not covered by this Plan with respect to Furniture Items designed for indoor use: Damage caused by exposure to normal weather conditions, moisture, sand, dirt and water.

GENERAL PROVISIONS: This is a legal contract (herein referred to as the "Plan"). By purchasing it, You understand that it is a legal contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. Coverage under this Plan is limited to damage that occurs in the 50 states of the United States, including the District of Columbia, and is only valid for new furniture item(s) purchased concurrently with this Plan and shown on Your receipt. All coverages are for covered damage from a single incident. Furniture used for commercial purposes, including, but not limited to, furniture located in multi-user organizations, multi-family housing, and public rentals are ineligible under this Plan. You are not required to purchase this Plan as a condition of a loan or purchase of any property. **This Plan contains an Arbitration Agreement and Class Action Waiver.**

NOTE: This Plan is not an insurance policy, or a cleaning or maintenance contract. This Plan covers accidental damage from normal household use as described herein and, if specified in What's Covered and not excluded under What's Not Covered, defects in workmanship and/or material of Your covered Furniture Item(s).

TERM:

Coverage under the Plan for each Furniture Item begins the date You take possession of the Furniture Item and lasts for three (3) years. This Plan is not renewable and is not transferable to another owner.

RTO TRANSACTIONS:

Where a Furniture Item was initially acquired under an RTO Transaction, any cash settlement or refund will be paid to the owner of the Furniture Item at the time the settlement is made. This will be the lessor ("Lessor") if You have not yet acquired ownership of the Furniture Item. In all other respects, the Lessee ("Lessee") will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the Furniture Item shall be the responsibility of the Lessee during the term of any RTO Transaction, except as provided by law. Any reference to "purchased," "sold," or similar terms shall include "rented" and "leased" and their derivatives. Except as stated herein, any reference to "purchaser" shall mean the Lessee under the RTO Transaction and not the Lessor.

LIMIT OF LIABILITY:

For any single claim, the limit of liability under this Plan is the lesser of the cost of: (1) authorized service/repairs; (2) replacement of affected Furniture Item with a new replacement piece of equal value; and (3) the price that You paid for the Furniture Item, excluding taxes and delivery/shipping fees.

The total liability under this Plan for all repairs or replacement of a Furniture Item is the purchase price You paid for the Furniture Item, excluding taxes and delivery/shipping fees, but not to exceed the full purchase price shown on Your receipt. In the event that the aggregate of all authorized service/repairs exceeds the purchase price paid for the Furniture Item or We replace the Furniture Item with a new piece of comparable value, We shall have satisfied all obligations owed under this Plan for the Furniture Item.

If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan, less paid claims. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ANY DELAY IN RENDERING SERVICE UNDER THIS SERVICE CONTRACT, LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT, OR WHILE OTHERWISE AWAITING PARTS.

CANCELLATION:

This Plan may be cancelled by Us for any reason. If We cancel for fraud, material misrepresentation, non-payment of Our fee, or a substantial breach of Your duties under this Plan, cancellation will become effective immediately and You will receive no prior notice. If We cancel for any other reason, written notice of cancellation stating the effective date and reasons for the cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective.

This Plan may be cancelled by You at any time for any reason by providing notice of cancellation. If the Plan is cancelled: (a) within ninety (90) days of Your

receipt of this Plan, You shall receive a full refund of the price paid for the Plan, less the cost of any service, claim paid, or replacement received or pending; or (b) after ninety (90) days after Your receipt of this Plan and prior to the earliest date You take possession of a Furniture Item, You will receive a full refund of the price of the Plan; or (c) after ninety (90) days after Your receipt of this Plan and on or after the earliest date You take possession of a Furniture Item, You will receive a pro rata refund, less the cost of any service received, claim paid, or replacement received or pending. The pro rata refund will be based on the period starting with the earliest date You take possession of a Furniture Item and ending three (3) years later. If You financed the purchase of this Plan, at Our discretion any refund due will be paid directly to the lender of record. With respect to cancellation of this Plan by a Lessee in an RTO Transaction, such refund shall be payable to the Lessor, unless You have taken ownership of the Furniture Item. Unless a different penalty is required by state regulations, We will add a ten (10) percent penalty per month to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. Upon Cancellation, the below dispute resolution/arbitration agreement and class action waiver remains in effect.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER/THIRD PARTY BENEFICIARIES:

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER ("DISPUTE RESOLUTION/ARBITRATION AGREEMENT"), INCLUDING THE THIRD PARTY BENEFICIARY AND OPT-OUT PROVISIONS, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

For the purpose of this dispute resolution/arbitration agreement only, references to "We" and "Us" include the Obligor and the Administrator, as well as the Retailer from which You purchased this Plan. The parties agree that the Retailer, its affiliates and any of their owners shareholders, members, partners, parents, subsidiaries, divisions, directors, officers, employees, representatives, successors and assigns (collectively "third party beneficiary" or "third party beneficiaries") are and are expressly intended to be direct and primary beneficiaries of this dispute resolution/arbitration agreement and that each third party beneficiary shall be entitled to require and participate in arbitration under the dispute resolution/arbitration agreement.

1. **Mandatory Arbitration:** YOU AND WE AGREE TO RESOLVE ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING UNDER OR RELATING IN ANY WAY TO THE PLAN, INCLUDING BUT NOT LIMITED TO, THESE TERMS AND CONDITIONS, ANY PLAN-RELATED DOCUMENTS, THE SALE, SERVICE, OR FULFILLMENT OF THE PLAN OR THE UNDERLYING TRANSACTION, AND CLAIMS AGAINST ANY THIRD-PARTY BENEFICIARIES (INCLUDING THE RETAILER) ARISING UNDER OR RELATING IN ANY WAY TO THE PLAN OR THE SALE, SERVICE, OR FULFILLMENT OF THE PLAN OR THE UNDERLYING TRANSACTION (COLLECTIVELY, "CLAIMS"), EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A COURT OR JURY, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. This dispute resolution/arbitration agreement applies to Claims arising on or after the date of the Plan, regardless of whether the Plan is in effect (the agreement survives termination or cancellation of the Plan). Claims shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against the Obligor, Administrator, or third party beneficiaries. The requirement to arbitrate will be broadly interpreted.

YOU AND WE WAIVE THE RIGHT TO A TRIAL BY A JUDGE OR A JURY. NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. Claims 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 the 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. The arbitration shall be conducted before a single arbitrator and administered by the American Arbitration Association ("AAA") and 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. The parties 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.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues relating to the enforcement, applicability (including issues of arbitrability), scope, validity, and interpretation of this dispute resolution/arbitration agreement, including but not limited to any unconscionability challenge or any other challenge that the dispute resolution/arbitration agreement is void, voidable or otherwise invalid.

Notwithstanding this agreement to arbitrate, each of the parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Plan.

If Your dispute is for \$25,000.00 or less (not including attorney's fees), the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000.00, the right to a hearing will be determined by the AAA rules.

The Federal Arbitration Act ("FAA") applies to this agreement and governs its interpretation and enforcement. To the extent the FAA does not apply, the laws of the state where You purchased this Plan apply.

2. **Class Action Waiver:** You and We agree that the arbitration will be conducted solely on an individual basis and not on or as a class, representative, collective, consolidated private attorney general action or on behalf of the general public or similar proceeding (collectively "Class Action"). A Claim may not be consolidated with the Claim or discovery of any other party. 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. Notwithstanding anything to the contrary, a court will resolve any question regarding the meaning, validity or enforceability of this Class Action Waiver. If a court deems any portion of this Section 2 Class Action Waiver invalid or unenforceable, then Sections 1 and 3 of this dispute resolution/arbitration agreement will be null and void and any Claims shall proceed in a court and not in arbitration.
3. **Fees and Costs in Arbitration:** We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous, filed in bad faith, or for the purpose of harassment. In that case, the AAA rules govern payment of such fees. Any award of attorney's fees and costs to You shall be at the discretion of the arbitrator, except that: (1) the arbitrator may not award fees and costs to Us for an arbitration where the claimed damages are less than twenty-five thousand dollars (\$25,000.00), unless the arbitrator determines that Your claim was frivolous or brought in bad faith or for the purpose of harassment.

4. **Non-arbitration Class Action and Jury Waiver:** You and We agree that if for any reason a Claim proceeds in court rather than arbitration: (a) You and We waive any right to a jury trial; (b) the Claim will proceed solely on an individual, non-class, non-representative, non-collective, basis, and (c) neither You nor We may be a class representative or class member or otherwise participate in any class, representative, collective, consolidated, or private attorney general proceeding.
5. **Severability:** If any part of this dispute resolution/arbitration 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 (Class Action Waiver) is found invalid or unenforceable, then Sections 1 and 3 of the dispute resolution/arbitration agreement will be null and void and the other parts of the agreement shall remain in full force and effect.
6. **Opt-Out:** YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THE PLAN (THE DATE OF PURCHASE BEING INDICATED ON YOUR RECEIPT). To opt out, You must send written notice to the Administrator, Guardian Protection Products, Inc., P.O. Box 300, Hickory, NC 28603-0300, with the subject line, "Arbitration Opt Out." You must include: (a) Your name and address; (b) the date You purchased this Plan; and (c) the Retailer's name. If You properly and timely opt out, then all claims may be resolved in court rather than arbitration. Where the Furniture Item was acquired under an RTO Transaction, only the Lessee (and not the Lessor) under the RTO Transaction may opt-out pursuant to the terms of this provision, and the Lessor shall be bound by the Lessee's decision whether to opt out.

INSURANCE SECURING THIS PLAN: This is not an insurance policy. This Plan is secured by contractual liability policies provided by Continental Casualty Company, which can be contacted at 151 N Franklin St., Chicago, IL 60606, 1- 800-831-4262. If within sixty (60) days We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Plan when sending correspondence to the insurance company.

You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, [1-866-298-3372].

STATE SPECIFIC REQUIREMENTS:

This form is not available to residents of the following jurisdictions: ARIZONA, CALIFORNIA, CONNECTICUT, GUAM, ILLINOIS, KENTUCKY, MINNESOTA, NEVADA, OKLAHOMA, OREGON, PUERTO RICO, UTAH, U.S. VIRGIN ISLANDS, WISCONSIN

The following state-specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:

Alabama Residents: You may cancel this Plan within thirty (30) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after thirty (30) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

All arbitration under the Arbitration section of the Plan will take place in Alabama in the county in which You reside.

Florida Residents: In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, You will receive a refund based on 100% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return purchase price is based upon 100% of the unearned pro rata purchase price. If We determine in Our sole discretion that Your Furniture Item cannot be repaired or Your Furniture Item requires replacement instead of repair, We will replace Your Furniture Item with an item of like kind and quality that is of comparable performance, or, reimburse You for replacement of the Furniture Item with a check, at Our discretion, equal to the original purchase price of the Furniture Item, as determined by Us, not to exceed the original purchase price of the Furniture Item, including all applicable taxes. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: If You cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale, We will refund You one hundred percent (100%) of the Plan price, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan to Us. If You cancel after this time period, We shall refund You one hundred percent (100%) of the unearned pro rata Plan price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Plan price. We may cancel this Plan for non-payment of the Plan price, material misrepresentation or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for and effective date of the cancellation. If We cancel this Plan, We shall refund You one hundred percent (100%) of the unearned pro rata Plan price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Plan price. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You.

As stated in the Arbitration section of this Plan, either party may bring an individual action in small claims court. The Arbitration section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration section shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to OCGA 33-7-6.

The last paragraph of the LIMIT OF LIABILITY section is deleted and replaced by the following: If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, We shall refund to You the unearned pro rata purchase price, less any claims paid. An administrative fee not to exceed ten (10) percent of the purchase price paid by You may be charged by Us. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by Us, You will be refunded 100%

of the unearned pro rata purchase price paid by You, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us. You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

Maryland Residents: The expiration date of the Plan is automatically extended until We have performed services under the Plan. We shall provide service under the Plan within a reasonable period of time and We will provide on Your request a brief written explanation of the reasons for any delay.

Michigan Residents: If the performance for this Plan is interrupted because of a strike or work stoppage at the Our place of business, the expiration period of the Plan shall be extended for the period of the strike or work stoppage.

New Hampshire Residents: Contact Us at [1-866-298-3372] with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in New Hampshire.

New Jersey Residents: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller

New Mexico Residents: If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period based on purchase price shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Plan. If this Plan has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engaged in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. No cancellation will be effective until at least fifteen days after notice of cancellation is mailed to You.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

This service contract is insured by Continental Casualty Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York Residents: You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered at the time of the purchase or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation, unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by You relating to the Furniture Item or its use.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event We do not provide covered service within sixty (60) days of filing a claim by You, You are entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of Your claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Tennessee Residents: When there is a failure of the product under the Plan, the Plan shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (2) two (2) additional working days.

Texas Residents: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. A ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation.

You may cancel the Plan at any time. If You cancel the Plan before the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan; and (2) may not impose a cancellation fee. If You cancel the Plan on or after the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the Plan; and (2) may impose a reasonable cancellation fee not to exceed \$50. If We do not pay the refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, We will pay You a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the Plan that is owed to You. The right to cancel a service contract is not transferable to a subsequent holder of the Plan.

We may cancel the Plan by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Plan is canceled because of: (1) nonpayment of the consideration for the Plan; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the Furniture Item or its use. You are entitled to a prorated refund of the purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the contract. We may not impose a cancellation fee.

Texas License Number of the Administrator: 217

Vermont Residents: If You are the original purchaser of this Plan, You have the right to return the Plan within at least twenty (20) days of the receipt of the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Vermont.

Virginia Residents: If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture, Office of Charitable and Regulatory Programs, at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington Residents: Our obligations under this Plan are backed by Our full faith and credit. If You are the original purchaser of the Plan, You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. If We cancel this Plan, We shall mail a written notice to You at Your last known address contained in Our records at least twenty-one days prior to cancellation Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Washington at a location in closest proximity to Your permanent residence. A person, such as a bank, savings and loan association, lending institution, manufacturer, or seller shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

Wyoming Residents: This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us a) within 20 days after the date We have mailed the Plan to You, b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to Us. This right to void the Plan applies only to the original Plan purchaser and is not transferable. The Arbitration provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, references to "We" and "Us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

