

## TERMS OF USE

PLEASE READ THESE TERMS OF USE (THESE "TERMS OF USE") CAREFULLY. THESE TERMS OF USE GOVERN YOUR ACCESS TO OR USE OF ALL OR PART OF ANY WEBSITE OR MOBILE APPLICATION OF ROOMSTOGO.COM, INC. OR ITS AFFILIATES (COLLECTIVELY, "RTG," "WE," "US," OR "OUR"), INCLUDING ROOMSTOGO.COM, ROOMSTOGO.SERVICE-NOW.COM AND ANY OTHER SITE, MOBILE APPLICATION OR ONLINE SERVICE, INCLUDING ANY SHOPPING CART FUNCTIONALITY INCLUDED ON SUCH SITES WHERE THESE TERMS OF USE ARE POSTED (COLLECTIVELY, THE "SITE"). THESE TERMS OF USE DO NOT AMEND ANY OTHER AGREEMENT YOU MAY HAVE WITH RTG FOR PRODUCTS OR SERVICES.

PLEASE NOTE: THESE TERMS OF USE CONTAIN A MUTUAL DISPUTE RESOLUTION/ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. THESE PROVISIONS AFFECT HOW DISPUTES ARE RESOLVED. YOU AGREE TO 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.

PLEASE NOTE: If any part of any of these Terms of Use 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.

1. **Changes to Terms/Site.** We reserve the right to modify or amend these Terms of Use, as well as any aspect of the Site, at any time. All changes will be effective immediately upon posting to the Site. By accessing or using the Site after changes are posted, you agree to and accept those changes.

2. **Third-Party Web Sites.** The Site may link to, or be linked to, websites not maintained or controlled by RTG. Those links are provided as a convenience, and RTG is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party web site or any products or services made available through those web sites. Please take care when leaving the Site to visit a third-party web site. You should read the terms of use and privacy policy for each web site that you visit.

3. **Intellectual Property Rights.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, other content, software, computer code, data, trademarks, logos, slogans, names of products and services, documentation, other components, and the design, selection, and arrangement of content is exclusively the property of RTG or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, or any other intellectual property belonging to RTG or any third party is strictly prohibited and may be prosecuted to the maximum extent of the law. The Site may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. All rights not expressly granted herein are reserved by RTG and its licensors.

4. **Use of the Site; Compliance.** You may download and print one copy of the Site's visible content for your personal and noncommercial use, provided you do not modify or delete any copyright, trademark, or other proprietary notices. You may not otherwise copy, reproduce, display, duplicate, sell, publish, post, license, distribute, or create derivative works of the Site or any part of the Site without the prior written consent of RTG. For example, you may not copy, reproduce, publish, upload to another web site, or otherwise distribute any of the images on the Site. You may not use the Site for unlawful purposes. You may not access, use, or copy any portion of the Site or its content through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or

mechanisms. User activities that aim to render the Site or associated services inoperable or to make their use more difficult are forbidden. You are responsible for complying with all local, state, and federal laws and regulations that apply to your use of the Site. You may not upload to, distribute or otherwise publish through the Site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Site. Some features on the Site may require you to register or create an online account ("Account"). You agree to provide true, accurate, current and complete information about yourself. You are responsible for protecting and maintaining the confidentiality of your login credentials and password and for restricting access to your computer or other device used to access your Account. You agree that you will be responsible for any and all statements made, and acts or omissions that occur on or through the Site, through the use of your online account and password, whether or not authorized by you. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, you agree to notify RTG immediately at 888-709-5380 or [internetsalessupport@roomstogo.com](mailto:internetsalessupport@roomstogo.com). RTG may terminate your account and suspend your use of the Site for any reason without prior notice to you, including but not limited to if RTG suspects that your account is being used in an unauthorized manner or that you are in violation of these Terms of Use.

**5. Feedback.** RTG welcomes comments regarding the Site, including any products or services available through the Site ("Feedback"). If you submit any Feedback to us regarding the Site, you are granting to RTG a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) such Feedback, in any medium or format, and that such Feedback will not be considered or maintained as confidential. We may use any feedback that you send us in our discretion and without attribution or compensation to you.

**6. Privacy.** Your use of the Site is subject to our Privacy Notice, which is specifically incorporated by reference. You may obtain a copy of our Privacy Notice by clicking [here](#). You consent to being contacted by phone or text message to any telephone number You have previously provided to RTG. You acknowledge that RTG may collect, record, use, share, and otherwise process your personal information, including through the use of automated technologies, as described in the [Privacy Notice](#).

**7. Customer Communications.** Notwithstanding the context in which you provide your e-mail address or telephone number, any prior consents you may have provided to receive marketing and/or non-marketing telephone calls/SMS/MMS messages, any revocation of said consent and any request to be placed on a federal, state or internal do-not-call list, you consent to RTG, its affiliates, any other intended beneficiary of your agreements with RTG, and any third-party service providers, including, but not limited to, delivery service providers and survey/research companies, contacting you using any e-mail address or any telephone number that you provide. You agree that any SMS/MMS messages and/or telephone calls may be sent or placed using an automatic telephone dialing system or prerecorded or artificial voice at any time of day. You agree that such communications may be made for any purpose including, without limitation, processing and servicing any order, arranging delivery, conducting surveys (including satisfaction surveys), researching and improving products, providing customer service and marketing. You agree that RTG, its affiliates, any other intended beneficiary of your agreements with RTG, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. You further agree that each short code and/or telephone number used to communicate with you is an independent message campaign, separate from any other communication campaign you may receive from or on behalf of RTG, its affiliates, any other intended beneficiary of your agreements with RTG, and any third-party service providers. To stop, unsubscribe or otherwise revoke your consent to receive messages from a specific campaign, you must text "STOP" to each individual campaign you no longer wish to receive messages from. You agree that that by texting "STOP" to a given message campaign, you will ONLY be unenrolled from text messages from that specific message campaign. If you wish to opt out of ALL message campaigns, you must text "STOP" to each message campaign. Alternatively, to opt out, you may call RTG at: (800) 766-6786 or send notice of your request to: ATTN Corporate Legal Department,

11540 US Hwy 92 E, Seffner, FL, 33584. Any other attempt to revoke consent shall be invalid and of no effect. You further agree that the methods of revocation described in this paragraph are reasonable. You certify, warrant and represent that any telephone numbers you provide to us are your contact numbers and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. RTG may use such means of communication described in this section even if you will incur costs to receive such messages, text messages, e-mails or other means, which may occur. If you want to start receiving messages again, sign up as you did the first time. If you need help, text "HELP" to any message you receive from us. For customer support please call us at 800-766-6786. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages. You agree that the terms of your agreements with RTG were arrived at by a mutually agreed, bargained-for exchange and that all terms are essential.

**8. Purchase Information.** If you submit payment information that is incorrect or invalid, your payment will not be processed. We have no responsibility or liability if your payment method is declined by your financial institution or any third party financing company. Payments are processed by our third-party payment processor. Refunds, if available, are solely the responsibility of RTG and are at RTG's sole discretion.

**9. Merchandise Availability.** The prices and availability of merchandise on the Site may change at any time without notice to you. Merchandise prices and selection may vary from region to region and differ between the Site and stores. Availability of merchandise may be limited and merchandise may not be available for immediate delivery.

**10. NO WARRANTY.**

A. SOME MERCHANDISE SOLD VIA THE SITE COMES WITH A LIMITED PRODUCT WARRANTY. SEE OUR "[Online Terms and Conditions of Sale, Limited Product Warranty, and Dispute Resolution/Arbitration Agreement](#)" FOR WARRANTY DETAILS.

B. THE SITE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. ACCURACY OF INFORMATION ON THE SITE CANNOT BE GUARANTEED. RTG DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE. RTG DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

C. RTG IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SITE. WE RESERVE THE RIGHT TO REVOKE ANY STATED OFFER AND TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS INCLUDING AFTER AN ORDER HAS BEEN SUBMITTED AND WHETHER OR NOT THE ORDER HAS BEEN CONFIRMED AND YOUR CREDIT CARD CHARGED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RTG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT. IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

D. RTG HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION. YOUR USE OF THE SITE IS AT YOUR OWN RISK AND YOU ALONE ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SITE, AND FOR ANY OTHER DAMAGE THAT MAY BE INCURRED. WE MAKE NO REPRESENTATION THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. IF YOU CHOOSE TO

ACCESS THE SITE FROM LOCATIONS OTHER THAN THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM RTG OR IN ANY MANNER FROM THE SITE CREATES ANY WARRANTY.

#### 11. **NO LIABILITY.**

A. IN NO EVENT WILL RTG OR ANY OF ITS PARENTS, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, LICENSORS, PREDECESSORS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR DIRECT OR INDIRECT USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE INPUT OF PERSONALLY IDENTIFIABLE AND OTHER INFORMATION INTO THE SITE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF RTG HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE.

B. WITHOUT LIMITING THE FOREGOING, IF RTG IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THESE TERMS OF USE, THE MAXIMUM LIABILITY FOR ALL OF THOSE CLAIMS AND OTHER MATTERS WILL NOT EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTICE OF ANY CLAIM MUST BE PROVIDED WITHIN ONE YEAR OF ITS ACCRUAL OR IT IS FOREVER WAIVED AND TIME BARRED.

C. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF PURSUANT TO APPLICABLE STATE LAW, THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT PERMITTED, THE LIABILITY OF ROOMS TO GO, THIRD PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS, SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF NEW JERSEY LAW APPLIES, EXCLUSIONS AND LIMITATIONS OF LIABILITY FOR INTENTIONAL OR RECKLESS ACTS, GROSS NEGLIGENCE, NEGLIGENCE, AND STRICT LIABILITY DO NOT APPLY.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless RTG, and each of its parents, subsidiaries, shareholders, members, directors, officers, employees, representatives, consultants, agents, suppliers, licensors, predecessors, successors and assigns, from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs) that arise out of or in connection with your access to or use of the Site, your misuse of any material, data, or other information downloaded or otherwise obtained from the Site, your order of merchandise through the Site, or your violation of these Terms of Use. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you, in which event you will assist and cooperate with RTG in asserting any available defenses. This provision does not apply to intentional or reckless acts or gross negligence on the part of RTG. If New Jersey law applies, this provision also does not apply to negligence or strict liability on the part of RTG.

13. **Copyright.** RTG asks that its users respect the rights of intellectual property owners. If you believe that your work has been copied on the Site in a way that constitutes infringement, you agree to provide RTG the following information in the form prescribed by Section 512 of Title 17, United States Code:

A. A description of the copyrighted work or works that you claim have been infringed;

- B. A description of the allegedly infringing material, including its location on the Site;
- C. Your address, telephone number, and email address;
- D. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- E. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- F. An electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

RTG's Copyright Agent for notice of claims of copyright infringement on the Site is: [copyrightagent@roomstogo.com](mailto:copyrightagent@roomstogo.com); Copyright Agent, Rooms To Go Internet Sales Support, 11540 Highway 92 East, Seffner, FL 33584.

**14. Linking to the Site.** If you operate a web site and are interested in linking to the Site: you agree that (i) the link must be clearly marked; (ii) the link and its use must be in connection with a web site of appropriate subject matter; (iii) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with RTG's names and trademarks; (iv) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by RTG; and (v) the link, when activated by a user, must display the Site full-screen and not within a "frame." RTG reserves the right to revoke consent to link to the Site at any time in its sole discretion, either by amending these Terms of Use or through other notice.

**15 Governing Law and Venue.** These Terms of Use 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 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.

**16. Assignment.** We may assign our rights and delegate our duties under these Terms of Use at any time to any party without notice to you. You may not assign these Terms of Use without our prior written consent.

**17. Interpretation.** These Terms of Use, and, as applicable, our Online Terms and Conditions of Sale, are the entire agreement between you and RTG with respect to your access to and use of the Site. RTG's failure to enforce any provision in these Terms of Use will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by RTG. If any provision of these Terms of Use 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 Terms of Use are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of RTG's successors and assigns.

**18. Survival.** Any provisions of these Terms of Use 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 Terms of Use or of your access to the Site.

19. **Electronic Communications.** These Terms 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.

**DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER). READ CAREFULLY – THIS SECTION (INCLUDING PARAGRAPHS 20-28 SET FORTH BELOW) AFFECTS YOUR LEGAL RIGHTS.** AS SET FORTH ABOVE, 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.**

20. **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](mailto: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.

21. **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](http://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 Terms of Use 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.

**22. Delegation/Arbitrability.** You and we agree that these Terms of Use 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 Terms of Use; (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.

**23. 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 Terms of Use.

**24. 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 Terms of Use, 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 Terms of Use.

**25. 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](mailto: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.

**26. 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.**

**27. 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.

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

**Contact Us.** If you have any other questions or concerns regarding these Terms of Use, please contact us by mail at: Rooms To Go Internet Sales Support, 11540 Highway 92 East, Seffner, FL 33584, or by email: [internetsalesupport@roomstogo.com](mailto:internetsalesupport@roomstogo.com).