1. DEFINITIONS: Throughout this Service Contract (“Plan”) the words (1) “you” and “your” refer to the purchaser of this Plan as shown on the invoice or cash register receipt including the Lessee, if the product was acquired under a rental or lease-purchase transaction, (2) “we”, “us”, and “our” refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) “product” refers to furniture sold and used for residential purposes (personal, family or household use) that is constructed of upholstered fabric, microfiber, coated fabrics, A & P leather, bonded leather, bycast leather, bassist leather, vinyl, wood, fabrics, lamps, mirrors, hardware, metal, stone, glass and any other materials used with the product(s); (4) “retailer” indicates the store or outlet where you purchased the product(s) and this Plan.

2. PROVIDER: The Provider of this Plan depends on the state in which you purchased the Plan. If you purchased this Plan in the following states, the meaning is the Lessee under the RTE Transaction and not the lessor:

A. Alabama, AK, AZ, AR, CA, CO, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MT, NE, ND, NH, NJ, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WI, WV, WY, then the Provider of this Plan and the entity responsible for fulfilling the terms of this Plan is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida 33401, in Florida, (800) 33401, in the District of Columbia, (877) 429-2938, in the District of Columbia.

B. The Administrator means Palladio, LLC, 1700 Palm Beach Lakes Blvd, Suite 1100, West Palm Beach, FL 33401, (877) 429-2938.

C. If you want to make a claim or have questions about this Plan please call us at (877) 429-2938.

3. AGREEMENT: In return for your purchase of this Plan, we agree to provide you the benefits stated herein during the term as described below. THIS PLAN IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY, BUT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY. FOR allembesten BENEFITS DURING THE TERM OF THE MANUFACTURER’s WARRANTY. COVERED BY THIS PLAN ARE NOT COVERED UNDER THIS PLAN AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.

4. FURNITURE COVERED BY THIS PLAN: New Upholstered Fabric, Microfiber, Coated Fabrics, A & P Leather, Bonded Leather, Bycast Leather, Bassist Leather, Vinyl, Wood, Laminates, Metal, Stone, and other hard surface furniture sold as replacement relax or to see furniture sold as replacement relax or to see furniture sold as replacement relax or to see furniture sold as replacement relax or to see Furniture Protection Up to $500 - RG47.02

5. COVERAGE: Five (5) years from the date you take delivery of your new furniture; this Plan provides you coverage for products no longer in your possession; (2) “we”, “us”, “our” refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) “product” refers to furniture sold and used for residential purposes (personal, family or household use) that is constructed of upholstered fabric, microfiber, coated fabrics, A & P leather, bonded leather, bycast leather, bassist leather, vinyl, wood, fabrics, lamps, mirrors, hardware, metal, stone, glass and any other materials used with the product(s); (4) “retailer” indicates the store or outlet where you purchased the product(s) and this Plan.

6. YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN: Proof of Purchase: Each time you request service from us, this Plan, along with the original dated invoice and/or cash register receipt that clearly indicates your purchase of this Plan, and the product to be covered by this Plan. These documents will confirm your eligibility to receive service under this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), will be required at any time during the term of this Plan to receive service under this Plan. If you fail to present a receipt or other proof of purchase for the product, you may elect to directly transfer our obligations to another entity. The MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER’s WARRANTY. COVERED BY THIS PLAN ARE NOT COVERED UNDER THIS PLAN AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.

7. WHAT IS NOT COVERED: Nothing specifically listed in the “EXCLUSIONS” section of this Service Plan is excluded. Service or replacement is limited to the damaged product(s) only. The total value of such replacement is limited to the purchase price of your covered item(s) with a maximum of $500. This Plan does not cover:

• damage caused by improper cleaning methods or improper cleaning materials;
• damage caused by the application of topical treatments that damages the product(s);
• damage resulting from cleaning methods or products other than those recommended by us and our manufacturer;
• secondary and/or collateral damage;
• any costs or damage from repair and/or cleaning by anyone without written authorization from us;
• damage caused by service, maintenance personnel or contractors;
• loss of receipt;
• damage caused by travel, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
• any costs or damage from preventive maintenance, mold or mildew, fading, color discoloration, and/ or any costs or damage from repair and/or cleaning by anyone without written authorization from us;
• damage caused by service, maintenance personnel or contractors;
• loss of receipt;
• damage caused by travel, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
• any costs or damage from preventive maintenance, mold or mildew, fading, color discoloration, and;
• any costs or damage from repair and/or cleaning by anyone without written authorization from us;
• damage caused by service, maintenance personnel or contractors;
• loss of receipt;
• damage caused by travel, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
• any costs or damage from preventive maintenance, mold or mildew, fading, color discoloration, and;
• any costs or damage from repair and/or cleaning by anyone without written authorization from us;
• damage caused by service, maintenance personnel or contractors;
• loss of receipt;
• damage caused by travel, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
• any costs or damage from preventive maintenance, mold or mildew, fading, color discoloration, and;
12. WHAT YOU MUST DO: You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer’s owner’s manual. Should your covered product become stained or damaged, you must submit a claim for coverage within Thirty (30) days from the date you discovered the stain or damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical claims must be processed by a qualified technician or service personnel as described in the manufacturer’s instruction manual for the covered product(s) is your responsibility.

13. RENEWALS: This Plan is non-renewable.

14. TRANSFER: This Plan is not transferable.

15. Arrowhead Pointing Notice of Indemnification: If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. A failure to exercise rights by us does not waive those rights.

We do not assume responsibility for statements, stains, or damage by technicians, or any other person or entity not authorized by the Plan Provider. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

16. OUR OBLIGATIONS UNDER THIS PLAN ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR INDIRECT CONSEQUENCES OF ANY KIND!

17. CANCELLATION: If you do not cooperate with the reasonable requests of Plan Provider, the following conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration will be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will be binding and final. The arbitration is to be held at a place in the State of Florida according to the provisions of the Code. The arbitration is to be held at a place in the State of Florida according to the provisions of the Code.

18. ARBITRATION: PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION. Arbitration is a method of resolving any claim, dispute or controversy without going to court. In this Arbitration Provision, You, We, and the Administrator (the “Parties”) are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. You agree to the terms, and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce and the Federal Arbitration Act (“FCA”) applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively “Claims”) related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim 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 this Agreement.

You agree and hereby expressly waive any right you may have to litigate in small claims court, State, county, federal or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, as a private attorney general, or to otherwise pursue any claim in a class-action in small claims, State, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this class action waiver prohibiting you from participating in or filing a class-action in any court shall be determined exclusively by the Administrator and shall be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have the arbitration hearing held in the closest AAA location to your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If you initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time you initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator’s services. If we initiate arbitration against You, We will pay your filing fee and all costs associated with the arbitration. We shall bear the expense of Your reasonable and actual attorney’s fees regardless of which party prevails in the arbitration; provided however, that for arbitrations initiated by the Plan Provider to remove or repair a stain under this Plan, any attorney’s fees of the Plan Provider shall be paid by You, by the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitation period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

Nothing herein should be construed as consent or agreement to class arbitration or representative arbitration. The Parties agree and acknowledge that THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM OR DISPUTE AGAINST US OR OUR AGENTS OR REPRESENTATIVES UNDER ANY CIRCUMSTANCES. If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding your waiver of class-action rights or the Parties’ acknowledgment of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalid and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other terms and conditions of this Agreement, these terms and conditions shall prevail. You shall have the right to opt out of this Agreement to arbitrate by providing written notice of your intention to do so to us via certified mail within thirty (30) days of the purchase of this Agreement. This Plan is not a contract of insurance. The purchase of this Plan is not required to either purchase your product or to obtain financing.

The following state specific requirements are added to and become part of your Service Plan and supersede any other provision to the contrary.

Alabama Residents: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

Arizona: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Attorney General’s Office or the Better Business Bureau.

Arkansas: CANCELLATION section is amended as follows: You shall have the right to opt out of this Agreement to arbitrate by providing written notice of your intention to do so to us via certified mail within thirty (30) days of the purchase of this Agreement.

California: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

Florida: This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. If you cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairing the product. If the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of the Service Plan. If the Agreement is cancelled after sixty (60) days of receipt of this Agreement but before the expiration of the Service period, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact the BEAR by calling (800) 982-8888. You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bear.ca.gov. Informal dispute resolution is not available.

Connecticut: If you purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between you and the provider of this Agreement, you may mail your complaint to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if you return the product or the product is sold, lost, stolen, or destroyed. You agree and hereby expressly waive any right you may have to litigate in small claims court, State, county or federal court any claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, as a private attorney general, or to otherwise pursue any claim in a class-action in small claims, State, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this class action waiver prohibiting you from participating in or filing a class-action in any court shall be determined exclusively by the Administrator and shall be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have the arbitration hearing held in the closest AAA location to your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If you initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time you initiate arbitration.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer’s warranty. CANCELLATION section is amended as follows: If you cancel after thirty (30) days of receipt of your Agreement, you will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.
This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the company. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**EMERGENCY SERVICE:** If after 5pm Eastern Time, You are unable to reach the Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in your phone book or online. You are required to contact the Administrator on the next business day. Mail Your original repair bill along with the technician’s report and a copy of the Agreement to the Administrator. All coverage and exclusions in this Agreement will apply.

**Washington:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. We may not cancel this Agreement without providing You with written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. ARBITRATION section of this Agreement is removed. You, the Service Agreement Holder may apply for reimbursement directly to the provider. ARBITRATION section of this Agreement is removed.

**Wisconsin:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If You are unable to contact the provider by phone or mail, You must file a claim directly with the insurer. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If You are unable to contact the provider by phone or mail, You must file a claim directly with the insurer.

**Wyoming:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If You are unable to contact the provider by phone or mail, You must file a claim directly with the insurer.