

**ADJUSTABLE BASE FOUNDATION PROTECTION PLAN
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: "Plan" refers to the Furniture Protection Plan. "Retailer" means the authorized entity selling You the Plan. "Furniture" means the qualifying adjustable base foundation described below and purchased concurrently with this Plan. Please retain a copy of your receipt and this Plan as they may be required to obtain service. The "Obligor", "We", "Our", "CWS" or "Us", means CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states). "Administrator" or "ProtectAll" means ProtectAll USA, LLC, whom can be contacted at 9151 Boulevard 26, Ste 150A, North Richland Hills, Texas, 76180, **1-888-2168519**, and is authorized to process claim payments or cancellation refunds on Our behalf. "You" or "Your" means the person or persons named on the sales receipt for the Plan or the Welcome Letter attached to the Plan, including the lessor of the Furniture ("Lessor"), if the Furniture was acquired under a lease-to-own arrangement ("LTO Arrangement"). **PLAN TERM:** The coverage period for this Plan is Ten (10) years, with the beginning date commencing on the date of Furniture delivery. Please retain a copy of this Plan and the original receipt for the furniture as it is needed to obtain service.

QUALIFYING FURNITURE: Adjustable base foundation. This Plan is available for a single, new Furniture item only (excluding floor or display models) that is sold through a Retailer and used for normal residential purposes. Furniture covered by this Plan must first be received by You from the Retailer free of any damage.

PLAN COVERAGE: The manufacturer of the Furniture may supply a warranty that provides one year or more of coverage for defects in materials and workmanship to bed bases, electrical parts (electronics, electrical components, massage motors, and lift motors) and mechanical parts (other than electrical parts). Such warranty may cover the cost of parts and labor to correct the defect to your adjustable base foundation. Commencing after the expiration of any manufacturer's warranty, this Plan will provide for the repair or replacement of the Furniture's base motor, mechanisms, electrical components, and controllers if damaged due to a defect in materials or workmanship arising out of normal residential use. **Power Surge Protection:** This Agreement provides power surge protection from the date of delivery in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein. To the extent that damages are covered or should be covered under the manufacturer's warranty, they will not be covered by this Plan. Damage to Furniture must be reported within thirty (30) days of discovery to the Administrator in order to be covered.

LTO ARRANGEMENTS: If the Furniture is acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Furniture, however, You will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to You. Any of Your obligations under the Plan shall remain Your responsibility during the term of any LTO Arrangement, except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean You under the LTO Arrangement and not the Lessor.

HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using procedures provided by Us, ProtectAll or the Retailer, the affected area or damaged part will be repaired or replaced. You may be required to ship the damaged part to a designated facility at your cost. We will pay for any shipping or transportation cost to send the repaired or new part back to you. At our sole discretion, if We cannot repair the damage or replace a damaged part, the complete piece of Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to any Furniture received as a replacement under this Plan. This Plan will not pay any shipping or transportation costs associated with this replacement. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility. **NOTE: This is not a cleaning or maintenance contract.**

TO OBTAIN SERVICE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting the Administrator's customer service department at **1-888-216-8519** or online at www.myProtectAll.com. You must have Your: (1) original receipt showing Your purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, the Administrator or Retailer will provide repair advice and/or Products to aid in the repair of the damage. If the damage persists, at the Administrator's discretion, You may receive a no charge in-home visit by a professional technician. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not otherwise responsible for, and will take no action to correct dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the Retailer's original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery/service area, this Plan will be limited to repair service only or You may request the Plan be terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan or 55% of the purchase price of the Plan, whichever is more, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the Furniture.

IMPORTANT EXCLUSIONS: We will not cover the following:

- Any equipment located outside the United States of America
- Equipment sold without a manufacturer's warranty
- Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal residential use and operation of the Furniture in accordance with the manufacturer's specifications and owner's manual, including but not limited to: theft, exposure to weather conditions, water, water leaks, operator negligence, outside contractors, misuse, intentional damage or willful abuse, improper electrical/power supply, etc.
- Furniture purchased for group homes, assisted living residences, nursing homes, or similar group settings that are used by the general public for short term use
- "As is", "pre-owned", showroom-displayed, or rental (other than an LTO Arrangement) furniture
- Damage from exceeding weight limit restrictions and guidelines for proper distribution of weight as set forth in the user's manual
- Unauthorized repairs, improper installation or attachments
- Cosmetic damage to case or cabinetry or other non-operating parts or components
- Damages as a result of lack of manufacturer specified maintenance, improper or unauthorized equipment modifications, vandalism, pet or animal damage, rodent or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other peril originating from outside the Furniture
- Any and all pre-existing conditions that occur prior to the effective date of this contract
- Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements
- Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used
- Failures to Furniture caused by any installation that prevents normal service
- Failure to use reasonable means to protect your Furniture from further damage after damage occurs
- Mattresses, futons, inflatable mattresses, frames, cabling, cords or items supplied by the Retailer, as well as consumables such as batteries
- Furniture with removed or altered serial numbers
- Repairs recommended by a repair facility not necessitated by mechanical or electrical breakdown

- Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer
- DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED OR SHOULD BE COVERED BY MANUFACTURER OR STORE WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER OR RETAILER IS DOING BUSINESS AS AN ONGOING ENTERPRISE) • Cleaning or preventive maintenance
- Damages covered by insurance or another service contract
- Consequential damages or delay in rendering service under this contract or loss of use during the period that the Furniture is at the repair center or otherwise awaiting parts
- Consumer educational purposes or unsatisfactory power connections
- Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer
- Custom installations. (Furniture installed in cabinetry and other types of built-in applications are eligible for service as long as you make the Furniture accessible to the service technician. We are not responsible for dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced Furniture into a custom installation.)
- Charges related to "no problem found" diagnosis. Non failure problems, including but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not Furniture failures.

LIMIT OF LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of (1) the cost of authorized repairs or (2) replacement of the Furniture with a furniture item of equal or similar features and functionality. In no event will Our total liability for repairs or replacement exceed the lesser of (1) the original purchase price of the Furniture excluding tax and delivery costs paid during the purchase of the Furniture (or) (2) \$10,000.

PROTECTION PLAN PROVISIONS: This Plan is not renewable or transferable and does not supersede any applicable manufacturer's or retailer's warranty. You are the only person eligible for coverage under this Plan. If You do not cooperate with the reasonable requests of Our representative or the Administrator, this Plan becomes void and You will be entitled to receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise any rights under this Plan does not waive those rights. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights.

CANCELLATION: This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at 1-888-216-8519. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price of the Plan. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within forty-five (45) days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. 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. Prior notice is not required if the reason for cancellation is nonpayment of Our fee, material misrepresentation or a substantial breach of duties by You relating to the covered Furniture or its use. If a Plan is cancelled by Us for any reason other than the nonpayment of Our fee, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. **If You financed the purchase of this Plan, any refund due as a result of the cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

ARBITRATION: If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Plan.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

Insurance Securing this Plan: This Plan is not an insurance policy. It is secured by a contractual liability policy provided by Continental Casualty Company, which may be contacted at 151 N Franklin, 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.

You may contact the Obligors at 151 N Franklin, Chicago, IL 60606, 1-866-298-3372.

You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS, THE WELCOME LETTER, AND YOUR RECEIPT SHOWING THE PURCHASE OF THIS PLAN AND THE COVERED FURNITURE.

STATE SPECIFIC REQUIREMENTS: The following state variations shall control if inconsistent with any other terms and conditions of this Plan:

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

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. 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 covered product 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: 300