

MATTRESS PROTECTION PLAN

Service Contract Terms and Conditions

Congratulations on the purchase of Your new Mattress, along with this Mattress Stain Protection Service Contract!

Please read this important document to understand how Your Service Contract coverage works. Keep this document along with Your Purchase Receipt. If You have any questions or need to file a Claim, please have these documents available when You contact the Administrator.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning:

“Administrator”, **“Reguard”**: the entity authorized by Us to administer benefits to You in accordance with these Service Contract terms and conditions on Our behalf, Reguard, LLC, whom can be contacted at 1670 E. 8th Ave, Tampa, FL 33605, [1-877-348-2730]

“You” , **“Your”**: the purchaser of this Service Contract, as shown on the Purchase Receipt

“Claim”: a request for service in accordance with this Service Contract sent by You to the Administrator or Us

“Contract Price”: the amount You paid for this Service Contract, as shown on Your Purchase Receipt

“Mattress Price”: the amount You paid for the covered Mattress, excluding any applicable taxes and/or fees, as shown on Your Purchase Receipt

“Mattress”: the single mattress that You purchased concurrently with this Service Contract, as shown on Your Purchase Receipt

“Purchase Receipt”: the document provided to You (via paper or e-mail delivery) by the Seller as proof of Your Mattress and Service Contract

purchase, that confirms the purchase date, Term, Contract Price, and Mattress Price, which together with these terms and conditions, comprise of the complete Service Contract

“Seller”: the dealer or store where You purchased the Mattress and who is authorized by Us to sell this Service Contract to You

“Service Contract”, **“Contract”**: these terms and conditions between You and Us, along with Your Purchase Receipt

“Term”: the period beginning on the latter of (i) the date You purchased the Mattress and this Service Contract, or (ii) the delivery date of the Mattress covered under this Contract, and ending after the number of years shown on the Purchase Receipt, or when Our obligations terminate according to the terms and conditions outlined in this document

“We”, **“Us”**, **“Our”**, **“Obligor”**, **“Provider”**: the entity obligated to provide service under this Service Contract, which is CNA Warranty Services, Inc., except in Florida where it is CNA Warranty Services of Florida, Inc.

WHAT IS COVERED

This Service Contract provides coverage for Your Mattress during normal personal, family or household use, except for what is listed in the “What is Not Covered” section.

Coverage is for stains or damage that are due to any of the following:

- (1) Defects in the stain protective finish of the Mattress fabric (excluding defects covered by the manufacturer’s warranty);

- (2) Accidental household stains attributed to a single occurrence, such as those caused by food and beverages, ballpoint pen ink, nail polish and nail polish remover, human or pet bodily fluids/waste;
- (3) Burns (not cause by a fire), punctures, cuts, tears, or rips, when caused by a specific incident or by a spring or coil;

Please note: This is not a full mattress cleaning or maintenance Service Contract.

YOUR RESPONSIBILITIES

It is Your responsibility to follow the manufacturer's specifications for the use, care, and maintenance of Your Mattress. Please make sure that care and maintenance of Your Mattress is done in accordance with the manufacturer's requirements including but not limited to, when and how frequently maintenance care needs to be provided for Your Mattress. If we determine that damage or failure has occurred as a direct result of You not following the manufacturer's maintenance requirements, any associated Claims may not be covered.

If Your Mattress ever becomes damaged or stained, make sure You take reasonable precautions to protect it against further damage.

HOW TO FILE A CLAIM

No deductible or service fee is required for covered Claims under this Service Contract.

IMPORTANT: The submission of a Claim does not automatically mean that the stain or damage to Your Mattress is covered under this Service Contract. In order for a Claim to be considered, You must contact the Administrator first for Claim approval.

- (1) Claims must be reported to the Administrator within thirty (30) days of discovery.
- (2) You can report Your Claim by contacting the Administrator's customer service department at [1-877-348-2730] or online at [www.reguardprotection.com].
- (3) Please have Your:
 - a. original Purchase Receipt, as defined in these terms and conditions;
 - b. original copy of this Service Contract with the unique registration number printed on this Service Contract;
 - c. the original delivery date of the covered Mattress;
 - d. the discovery date of the damage; and
 - e. photos or other documentation that We may request to show the stain or damage for which You are making a Claim.

You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Service Contract. Failure to comply with the provisions in this Service Contract may result in the denial of Your Claim.

Upon receiving a covered Claim, You will be provided guidance and/or products to aid in stain removal or repair of the damage.

If the stain or damage persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. In-home service will be performed at Your residence, provided the following conditions are met: (1) there is unobstructed access to the covered Mattress; (2) it is a

non-threatening and safe environment; and (3) there is an adult (age 18 or older) present for the entire period of time that Our authorized technician is scheduled for and present on Your property.

We shall not be responsible for dismantling or reinstalling property or obstructions, and in no event shall We be responsible for any damages to Your residence due to such dismantling, reinstallation, or property.

WHAT IS NOT COVERED

This Service Contract does not cover any damage, repair, or loss, in connection with, or resulting from:

- (1) anything covered by a manufacturer's or Seller's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, other protection plan;**
- (2) any breach of an implied or expressed warranty of merchantability or fitness from the manufacturer or Seller, or a Mattress sold without a manufacturer's or Seller's warranty;**
- (3) unauthorized cleaning or repair by others, improper cleaning methods or improper cleaning materials, or caused by the application of topical treatments (other than those provided by Us, Reguard or the Seller specifically for the covered Mattress)**
- (4) anything that is not specifically listed in the "What is Covered" section;**
- (5) failure to use reasonable means to protect Your Mattress from further damage after an incident of damage occurs;**
- (6) box springs, mattress handles, futons, vinyl, inflatable, blow-up, or sofa-sleeper mattresses;**
- (7) general soiling or a gradual buildup or accumulation of dirt, dust, body oils, hair oil, perspiration, darkened body contact areas, incontinence, odors (including odors that remain after a visible stain is cleaned), rodent or insect infestation, and other damage that cannot be attributed to a single occurrence;**
- (8) failure or loosening of threads or splitting of seams, unraveling of edges, stress tears, loss of foam resiliency, damage to zippers, pilling or fraying of cloth fabrics, dye lot or texture variations;**
- (9) any cause other than normal indoor RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse or abuse, acid, bleach, caustic solutions, battery leakage, mildew, mold, or reoccurring damage as a result of lifestyles;**
- (10) failure to comply with the manufacturer's recommended maintenance, inspection, or warranty terms;**
- (11) acts of God, fire, water leaks, windstorm, hail, earthquake, exposure to the sun or other heat source, theft, negligence, riot, outside contractors or any other peril not listed in the "What is Covered" section;**
- (12) initial or subsequent installation, delivery, transit, redelivery, removal, or movement between residences or storage, or while in storage;**
- (13) any indirect, consequential, or incidental damages, from the cleaning or repair of the Mattress;**
- (14) any and all pre-existing conditions that existed prior to the start of coverage;**
- (15) "as is", "pre-owned", showroom-displayed, rental, non-residential, in-home daycare businesses, group homes, assisted living residences, nursing homes, or similar**

group settings that are used by the general public for short term or commercial use, "X" coded and/or non-color fast fabrics, or any fabric that requires dry cleaning;

(16) mattresses located, or damage that occurs, outside the fifty (50) United States and Washington D.C.

(17) ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING LOSS OR DAMAGE TO PERSON OR PROPERTY, ARISING FROM THE USE OF, OR INABILITY TO USE, OR RELATING TO SERVICES PROVIDED UNDER THIS SERVICE CONTRACT. OR ANY MATTRESS COVERED BY THE PLAN

LIMIT OF LIABILITY

The maximum amount We will pay for all Claims covered under this Service Contract is the lesser of: 1) the Mattress Price that You paid, or 2) five thousand (\$5,000) dollars. Once this Limit of Liability has been reached, We will have no further obligations under this Service Contract.

CANCELLATION

This Service Contract may be cancelled by You at any time for any reason, including, but not limited to the covered Mattress being sold, lost, stolen or destroyed. To cancel, contact the Administrator's customer service department at [1-877-348-2730]. Once cancelled, this Service Contract can't be reinstated.

If You cancel this Service Contract within the first thirty (30) days after purchase and no Claims have been paid, You will receive a one hundred percent (100%) refund of the Service Contract Price that You paid. If We do not pay the refund due to You within forty-five (45) days, We will pay to You a penalty for each month the refund amount remains outstanding equal to ten percent (10%) of the refund amount due.

If You cancel this Service Contract after the first thirty (30) days, or if a Claim has been made, You will receive a pro rata refund of the Service Contract Price that You paid based on the time remaining on Your Service Contract, less any Claims paid, and less a cancellation fee of ten percent (10%) of the Service Contract Price that You paid or twenty five (\$25) dollars, whichever is less.

We may cancel this Service Contract, with no less than fifteen (15) days prior notice to You stating the reason for cancellation. If this Service Contract is cancelled by Us for any reason other than the nonpayment of the Service Contract Price, We will provide at least fifteen (15) days prior notice to You stating the reason for cancellation, and You will be refunded one hundred percent (100%) of the unearned pro rata Contract Price that You paid, less any Claims paid.

TRANSFER

This Service Contract can't be transferred to any other person or item.

RENEWAL

This Service Contract can't be renewed once the Term ends according to the number of years shown on the Purchase Receipt, or when Our obligations terminate according to the terms and conditions outlined in this document.

GUARANTY / INSURANCE SECURING THIS SERVICE CONTRACT

This is not an insurance policy, it is a Service Contract. Our obligations are secured by contractual liability policies 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 Service Contract as a condition of a loan or a condition for the sale of any property.

ARBITRATION

- a) The Parties agree to attempt to resolve any dispute concerning or relating to this Contract, whether directly or indirectly, through informal means or through small Claims court. If the dispute is unable to be resolved through informal means or in small Claims court, the dispute will be settled by binding arbitration.
- b) The interpretation and enforcement of this Contract is governed by the Federal Arbitration Act ("FAA") and, where not in conflict with the FAA, by the substantive law of the state where this Contract was sold by the Dealer shown on the Record of Coverage. Unless otherwise agreed upon by the parties, arbitration of disputes shall take place before a single arbitrator in the county in which You live or are headquartered. The arbitration will be administered by the AAA or another nationally recognized arbitration administrator using the American Arbitration Association's Commercial Arbitration Rules.
- c) To begin arbitration, either You or Us must serve a written notice of intent to arbitrate to the other party. The notice must: a) describe the basis of the dispute, and b) set forth the relief sought. If the dispute cannot be resolved within thirty (30) days of receipt through informal means, You or We may commence arbitration.
- d) The expense of the arbitrator shall be shared equally between You and Us, and each Party shall pay their own filing, attorney, and travel fees. This does not prohibit the arbitrator from including the fees and expenses in the award settlement, if any.
- e) The arbitrator may award a Party only its actual damages. The arbitrator shall not award punitive, consequential, special, incidental, or exemplary damages. The arbitrator also may award equitable relief including injunctive relief, but only to the extent reasonably necessary to afford You relief. Any settlement offer made between the Parties prior to the arbitration proceeding shall not be disclosed to the arbitrator until after the arbitrator determines an award amount, if any.
- f) The Parties agree the arbitration proceedings, final judgement, and any relief or award shall remain confidential but may be entered, by the arbitrator, in any court having the jurisdiction to do so.
- g) This arbitration provision prohibits the arbitrator from consolidating any of the disputes or Claims of others into one proceeding. This means an arbitrator shall hear only Claims involving individual Parties and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group in one proceeding to the maximum extent permitted by law.
- h) FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO FILE A COMPLAINT WITH A COURT OF GENERAL JURISDICTION OR TO A TRIAL BY A JURY OR

JUDGE, OR TO PARTICIPATE IN CLASS ACTION LITIGATION, CLASS ARBITRATION, OR ANY COLLECTIVE, CONSOLIDATED ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT.

- i) This arbitration provision shall survive the cancellation or termination of this Contract. To the extent applicable state law prohibits mandatory arbitration, binding arbitration, or arbitration that takes place outside the county or parish where You are headquartered, the provisions of this section of this Contract are amended to conform to state law.

GENERAL PROVISIONS

Subcontract: We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.

Notices: You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

Entire Agreement: This Service Contract; including the Purchase Receipt, terms, conditions, limitations, exceptions and exclusions, constitute the ENTIRE AGREEMENT between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

JURISDICTIONAL SPECIFIC REQUIREMENTS

Regulation of Service Contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the jurisdiction where You reside shall automatically be considered to be modified in conformity with applicable laws and regulations as set forth below. The following jurisdiction specific requirements apply if You reside in one of the following jurisdictions and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama Residents: You may cancel this Service Contract within thirty (30) days of the receipt of this Service Contract. If no Claim has been made under the Service Contract, the Service Contract is void and We shall refund to You the Service Contract Price that You paid. 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 percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Contract. If You cancel this Service Contract after thirty (30) days of receipt of this Service Contract, We shall refund to You the unearned portion of the Service Contract Price that You paid. 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 Service Contract will take place in Alabama in the county in which you reside.

Arizona Residents: If Your written notice of cancellation is received prior to the Service Contract expiration date, the Administrator shall refund the remaining pro-rata of the Service Contract Price that You paid, regardless of prior services rendered under the Service Contract, less an administrative fee of ten (10%) percent of the gross Service Contract Price that You paid or twenty-five (\$25) dollars, whichever is less.

The Service Contract may not be canceled or voided by Us due to Our acts or omissions or those of Our assignees or subcontractors for Our or their failure to provide correct information or to perform the services or repairs provided in a timely, competent and workmanlike manner. We may also not cancel the Service Contract due to preexisting conditions that were known or that reasonably should have been known by Us or the person selling the Service Contract on Our

behalf, prior use or unlawful acts relating to the product, or misrepresentation by either Us or the person selling the Service Contract on Our behalf. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the Service Contract on Our behalf.

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The ARBITRATION section of the Service Contract does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about this process, You may contact the DIFI at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the DIFI against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the DIFI. at 602-364-2499.

None of the exclusions in the WHAT IS NOT COVERED section apply unless the excluded condition occurs after You have taken possession of the Mattress item.

California Residents: For all Mattress items, the CANCELLATION section of the Service Contract is modified as follows: If the Service Contract is cancelled: (a) within sixty (60) days of the receipt of this Service Contract, You shall receive a full refund of the Service Contract Price that You paid provided no Claim has been paid or service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any Claims paid or service received. A ten (10%) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Service Contract.

Connecticut Residents: The expiration date of this Service Contract shall automatically be extended by the duration that the Mattress is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Mattress, the cost of repair of the Mattress, and a copy of the Service Contract.

The Obligor of the Service Contract is CNA Warranty Services, Inc. You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372 .

You have the right to cancel the Service Contract if you return the Mattress or the Mattress is sold, lost, stolen or destroyed.

If within sixty (60) days We have not paid a covered Claim, provided You a refund, or You are otherwise dissatisfied, You may contact the insurance company, Continental Casualty Company, in writing at 151 N Franklin St., Chicago, IL 60606 . The written complaint must contain a description of the dispute, the purchase price of the Mattress, the cost of repair of the Mattress, and a copy of the Service Contract.

Florida Residents: The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. This Service Contract can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Service Contract is cancelled by You: (a) within thirty (30) days of the receipt of the Service Contract and no Claim has been paid or service has been performed, You shall receive a one hundred percent (100%) refund of the Service Contract Price that You paid, otherwise (b) You will receive a refund based on ninety percent (90%) of the unearned pro rata Service Contract Price that You paid less any Claims that have been paid or less the cost of repairs made by Us. If We cancel the Service Contract, the refund shall be based upon one hundred percent (100%) of the unearned pro rata Service Contract Price that You paid.

Georgia Residents: If You cancel this Service Contract within thirty (30) days of the receipt of this Service Contract, We will refund You one hundred percent (100%) of the Service Contract Price that You paid, 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 Service Contract to Us. If You cancel after thirty (30) days, We shall refund You one hundred percent (100%) of the unearned pro rata Service Contract Price that You paid, less any Claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Service Contract Price that You paid.

We may cancel this Service Contract for non-payment of the Service Contract 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 Service Contract, We shall refund You one hundred percent (100%) of the unearned pro rata Service Contract Price that You paid, less any Claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Service Contract Price that You paid.

This Service Contract excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You.

The sentence "Failure to comply with the provisions in this Service Contract may result in the denial of Your Claim." in the HOW TO FILE A CLAIM section is deleted in its entirety and replaced by the following: "If You do not cooperate with the reasonable requests of Our representative or the Administrator, coverage under this Service Contract may be denied."

As stated in the ARBITRATION section of this Service Contract, 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 Service Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

If the Service Contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of your submission of a valid Claim, You may submit your Claim directly against the insurer.

Illinois Residents: You may cancel this Service Contract for any reason at any time. If You cancel within thirty (30) days of the Service Contract purchase, and We have not paid a Claim, You will receive a full refund, less a cancellation fee of fifty (\$50) dollars or ten percent (10%) of the Service Contract Price that You paid. If You cancel after thirty (30) days or any time after We pay a Claim, You will receive a pro-rata refund of the Service Contract Price that You paid based on the days remaining, less any Claims that have been paid, less a cancellation fee of fifty (\$50) dollars or ten percent (10%) of the Service Contract Price that You paid, whichever is less.

Maine Residents: If You cancel this Service Contract within thirty (30) days of the receipt of this Service Contract and no Claim has been made under the Service Contract, the Service Contract is void and We shall refund to You the full Service Contract Price that You paid. 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. If You cancel this Service Contract after thirty (30) days or if a Claim has been made, We shall refund to You the unearned pro rata purchase price, less any Claims paid. An administrative fee not to exceed ten percent (10%) 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 fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Service Contract is cancelled by Us, You will be refunded one hundred percent (100%) of the unearned pro rata Service Contract Price that You paid, less any Claims paid. An administrative fee not to exceed ten percent (10%) of the purchase price paid by You may be charged by Us. You are not required to purchase this Service Contract as a condition of a loan or a condition for the sale of any property.

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

Michigan Residents: If the performance for this Service Contract is interrupted because of a strike or work stoppage, the expiration period of the Service Contract shall be extended for the period of the strike or work stoppage.

Minnesota Residents: If no Claim has been made and You cancel this Service Contract within thirty (30) days of the receipt of this Service Contract, the Service Contract is void and We shall refund to You the full Service Contract Price that You paid. 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 percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Contract. We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before cancellation by Us stating the effective date of the cancellation and the reason for the cancellation.

Purchase of a Service Contract is optional and is not a condition of a loan or a condition for the sale of any property. Insurers issuing reimbursement insurance to providers are deemed to have received the premiums for the insurance upon the payment of provider fees by consumers for Service Contracts issued by the insured providers.

Nevada Residents: If the Service Contract is canceled, no Claims paid will be deducted from any refund to You. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the Service Contract Price that You paid or twenty five (\$25) dollars, whichever is less. If no Claim has been made under the Service Contract and You request cancellation within thirty (30) days, the Service Contract is void and We shall refund to You the full Service Contract Price that You paid. 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 percent (10%) penalty per each thirty (30) day period shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Contract. If We cancel this Service Contract, no cancellation fee will be imposed. A Service Contract that has been in effect for at least seventy (70) days may not be cancelled by Us before the expiration of the agreed term or one (1) year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a Claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. No cancellation of a Service Contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. Arbitration doesn't apply to Nevada Residents. There is no deductible that You are required to pay under this contract. Any exclusion for damages covered by insurance or another Service Contract in this contract is deleted. Coverage under this Service Contract is excess over coverage from any insurance or Service Contract available to You.

The sentence "Failure to comply with the provisions in this Service Contract may result in the denial of Your Claim." in the HOW TO FILE A CLAIM section is deleted in its entirety.

If You are not satisfied with the manner in which We are handling Your Claim on the Service Contract, You may contact the Commissioner at 1-888- 872-3234.

New Hampshire Residents: Contact Us at 1-866-298-3372 with, questions, concerns, or complaints about the Service Contract. In the event You do not receive satisfaction under this Service Contract, 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 Service Contract can be brought in New Hampshire.

New Mexico Residents: If You cancel this Service Contract within thirty (30) days and no Claim has been made under the Service Contract, the Service Contract is void and We shall refund to You the full Service Contract Price that You paid. 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 percent (10%) penalty per each thirty (30) day period based on the Service Contract Price that You paid shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Service Contract. If this Service Contract has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Service Contract 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 Service Contract; (3) You engaged in fraud or material misrepresentation in obtaining this Service Contract; (4) You commit any act, omission, or violation of any terms of this Service Contract after the effective date of this Service Contract which substantially and materially increase the service required under this Service Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Service Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Service Contract. No cancellation will be effective until at least fifteen (15) 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 sixty (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 New Mexico Office of Superintendent of Insurance at 855-427-5674.

New York Residents: You have the right to return the Service Contract at any time. If You request cancellation within thirty (30) days and no Claim has been made under the Service Contract, the Service Contract shall be void and We shall refund to You the full Service Contract Price that You paid, 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 Service Contract 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 covered product or its use.

Oklahoma Residents: This Service Contract is a service warranty and is not an insurance policy. Obligations of the provider under this Service Contract are insured under a service contract reimbursement insurance policy. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

In the event the Service Contract is canceled by You within thirty (30) days and no Claim was made, We will return the full Service Contract Price that You paid. In the event the Service Contract is canceled by You after thirty (30) days or if a Claim was made, We will return the ninety percent (90%) of the unearned pro rata Service Contract Price that You paid less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata Service Contract Price that You paid less the actual cost of any service provided.

You may initiate an emergency repair (where the damage to the covered Mattress poses a risk of loss to life or health, or serious damage to other property) without Our knowledge outside of normal business hours, however, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Service Contract. In no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Contract.

While arbitration is mandatory, the outcome of any arbitration shall be nonbinding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

The Service Warranty Association license number for CNA Warranty Services, Inc.: 44201034

Oregon Residents: Any arbitration occurring under this Service Contract shall be voluntary, mutually agreed to, take place in Oregon, and administered in accordance with Oregon law and court rulings. Any award rendered in accordance with this Service Contract's Arbitration provision shall be a nonbinding award against You, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Your right to a jury trial is not restricted.

If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Contract; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Contract. There is no deductible that applies to any service or repair under this Service Contract.

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 Service Contract, the Service Contract shall be extended as follows: (a) the number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (b) two (2) additional working days.

Texas Residents: If You purchased this Service Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Service Contract 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 Service Contract is returned to the provider

You may cancel the Service Contract at any time. If You cancel the Service Contract before the thirty-first (31st) day after the date of purchase, We: (1) shall refund to You or credit to Your account the full Service Contract Price that You paid, decreased by the amount of any Claims paid under the Service Contract; and (2) may not impose a cancellation fee. If You cancel the Service Contract on or after the thirty-first (31st) day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated Service Contract Price that You paid reflecting the time remaining in the term of the Service Contract, decreased by the amount of any Claims paid under the Service Contract; and (2) may impose a reasonable cancellation fee not to exceed fifty (\$50).

We may cancel the Service Contract 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 (5th) 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 Service Contract is canceled because of: (1) nonpayment of the consideration for the Service Contract; (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. If We cancel the Service Contract, You are entitled to a prorated refund of the Service Contract Price that You paid reflecting the time remaining in the term of the Service Contract, decreased by the amount of any Claims paid under the Service Contract. We may not impose a cancellation fee.

Texas License Number of the Administrator: 344

Utah Residents: NOTICE. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Utah Property and Casualty Guarantee Association.

The following replaces the conditions pertaining to cancellation of the Service Contract by Us in the CANCELLATION section: This Service Contract may be cancelled by Us only due to nonpayment of premium or, if the Service Contract has not been previously renewed or has not been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered, We may cancel the Service Contract due to: a) material misrepresentation; b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Contract; or c) substantial breaches of contractual duties, conditions, or warranties. If We cancel this Service Contract due to nonpayment, cancellation will be no sooner than ten (10) days after the delivery or first class mailing of written notice. Otherwise, cancellation will be no sooner than thirty (30) days after the delivery or first class mailing of written notice. Cancellation notice will include the reasons for the cancellation.

The following are added to the HOW TO FILE A CLAIM section: Failure to notify Us within the prescribed time will not invalidate the Claim if You can show that notification was not reasonably possible. If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Contract; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Contract. The exclusion for unauthorized repairs does not apply to emergency repairs.

All service repairs will be made using manufacturer's parts. If not reasonably available, non-manufacturer's parts will be used.

The "GUARANTY / INSURANCE SECURING THIS SERVICE CONTRACT" section is deleted and replaced by the following: INSURANCE SECURING THIS SERVICE CONTRACT: This is not an insurance policy. This Service Contract is secured by a contractual liability policy provided by Continental Casualty Company, 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should We fail to pay or provide service on any Claim within sixty (60) days after proof of loss has been filed, You are entitled to make a Claim directly against the Insurance Company.

The ARBITRATION section is replaced by the following: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. 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.

The following is added to the HOW TO FILE A CLAIM section: Our cost and liability to provide service, repair or replacement under this Service Contract are not subject to any deductible payable by You.

The sentence "Failure to comply with the provisions in this Service Contract may result in the denial of Your Claim." in the HOW TO FILE A CLAIM section is deleted in its entirety.

Vermont Residents: If You request cancellation within thirty (30) days of the receipt of the Service Contract and no Claim has been made under the Service Contract, the Service Contract shall be void and We shall refund to You the full Service Contract Price that You paid. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Contract can be brought in Vermont.

Washington Residents: Our obligations under this Service Contract are backed by Our full faith and credit. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address contained in Our records at least

twenty-one (21) days prior to cancellation by 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 Service Contract can be brought in Washington at a location in closest proximity to Your permanent residence.

Purchase of a Service Contract is optional and is not a condition of a loan or a condition for the sale of any property.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Contract shall not be cancelled due to unauthorized repair of the Mattress, unless We are prejudiced by Your failure to obtain such authorization. We will not deny Your Claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

In the event of a total loss of the Mattress covered by this Service Contract that is not covered pursuant to the terms of this Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund of any unearned provider fee, less any Claims paid.

For any reason other than the above, You have the right to return the Service Contract within at least thirty (30) days and if no Claim has been made under the Service Contract, the Service Contract shall be void and We shall refund to You the full Service Contract Price that You paid, plus 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 Service Contract to Us for cancellation. After thirty (30) days or if a Claim has been made under the Service Contract, You have the right to cancel the Service Contract and receive a refund of the unearned Service Contract Price that You paid, less any Claims paid, and less a reasonable fee for the cancellation, which may not exceed ten percent (10%) of the Service Contract Price that You paid.

This Service Contract may be cancelled by Us only for nonpayment of our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Mattress or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You one hundred percent (100%) of the unearned Service Contract purchase price, less any Claims paid.

Obligations of the Obligor under this Service Contract are insured under a Service Contract reimbursement insurance policy. If We do not provide, or reimburse or pay for, a service that is covered under this Service Contract within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a Claim directly with the Service Contract reimbursement insurer, Continental Casualty Company, for reimbursement, payment, or provision of service. You can do this by phoning or mailing Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

There is no deductible that You are required to pay under this Service Contract.

Wyoming Residents: This Service Contract will be considered void and We will refund You the full purchase price of the Service Contract or credit Your account if You have not made a Claim under this Service Contract and You have returned the Service Contract to Us within thirty (30) days.

The Arbitration provision in this Service Contract 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 Service Contract Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, Service Contract insurers, agents, employees, successors, and assigns.

Purchase of a Service Contract is optional and is not a condition of a loan or a condition for the sale of any property.