

PROTECTALL

ADJUSTABLE BED SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

1. Administrator shall mean [ProtectAll USA, LLC 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180] 1-855-409-9118 or Our authorized third-party provider used to process claims payments and/or cancellation refunds. "We", "Us" and "Our" shall mean the Obligor.
 2. Plan Provider or Obligor: The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. ("SUA"). SPS and SUA (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [1-855-438-2390]. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [1-855-438-2390]. "You" or "Your" shall mean the consumer or purchaser of the Adjustable Bed covered by this Service Agreement including the lessor of the Furniture ("Lessor"), if the Adjustable Bed was acquired under a lease-to-own arrangement ("LTO Arrangement"). "Service Agreement" or "Agreement" or "Plan" shall mean this document together with Your original purchase receipt. "Plan" refers to the Adjustable Bed Service Agreement. "Product" means the furniture care kit and other protection and repair products or advice that We may provide. "Retailer" means the authorized entity selling You the Plan. "Adjustable Bed" means the qualifying adjustable bed described below and delivered concurrently with Your purchase of the Plan. There is no deductible under this Service Agreement.
 3. PLAN TERM: The coverage for this Plan ten (10) years, with the beginning date commencing from the date of covered Adjustable Bed delivery.
 4. WHAT IS COVERED:

In consideration of payment of the Service Agreement price. This Service Agreement provides for either the repair or replacement of the Adjustable Bed subject to the terms and conditions below. This Agreement does not cover repair or replacement of the Adjustable Bed for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

 - a) Repair Protection: If Your Adjustable Bed is eligible for repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your Adjustable Bed to its standard operating condition provided the Adjustable Bed, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Replacement Protection: If Your Adjustable Bed is eligible for replacement protection this Agreement provides for a one-time replacement of your Adjustable Bed throughout the term of this Agreement. Replacement Adjustable Bed may be new or refurbished that perform to factory specifications of the original Adjustable Bed. If a like or kind product is unavailable, You may receive the original value of the Adjustable Bed, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the Administrator or Us. You may be required to ship the Adjustable Bed to a designated facility for inspection. If You moved outside of service area You will not be required to ship the Adjustable Bed back.
 - b) Power Surge Protection: This Agreement provides power surge protection from the date of purchase in the absence of any other coverage. If Your product is damaged as a result of a power surge, We will service your Adjustable Bed in accordance with the terms herein.
 - c) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the Adjustable Bed with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at Our sole discretion.
 - d) Adjustable Beds Devices: Coverage against defects or damage under normal residential use in conjunction with the manufacturer's warranty for 10 years from the date of purchase as indicated on your receipt. The covered items are Adjustable Bed Base Motor, Mechanisms, Electrical Components, and Controllers.

Terms:

 - a) Repair Plans: This Service Agreement shall commence upon the date of the Adjustable Bed purchase or delivery, whichever occurs last. The Adjustable Bed manufacturer has primary responsibility for replacement or repair of the covered Adjustable Base during the manufacturer's warranty period.
 - b) Replacement Plans: This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified years for the plan You purchased. All Adjustable Bed replaced under this Plan are the property of Us in their entirety.
 5. LTO ARRANGEMENTS: Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Adjustable Bed at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Adjustable Bed. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the Adjustable Bed shall be the responsibility of the Lessee 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 the Lessee under the LTO Arrangement and not the Lessor.
 6. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Adjustable Bed, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the Adjustable Bed with a new, rebuilt or refurbished Adjustable Bed of equal or similar features and functionality, We will have no further obligations under this Service Agreement.
 7. To Obtain Service: If the covered Adjustable Bed requires service call Administrator at 1-855-409-9118 toll-free or online at [www.myprotectall.com] and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT. We reserve the right to inspect the Adjustable Bed from time to time. Service will be provided during normal business hours and in the USA only.
- Your Responsibilities: You must follow the instructions for use contained in the owner's manual of the Adjustable Bed. You must have the Adjustable Bed maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the Adjustable Bed in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.
- Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Service Agreement. Your Original Purchase Receipt and This Service Agreement Should Be Kept in a Safe Place.
- WHAT IS NOT COVERED:
1. ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
 2. EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY
 3. REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY
 4. MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; ON ADJUSTABLE BEDS DAMAGE FROM EXCEEDING WEIGHT LIMIT RESTRICTIONS AS SET FORTH IN THE USERS MANUAL (350 POUNDS FOR A SINGLE UNIT; 130 POUNDS ON EITHER END (HEAD OR FOOT) WHEN RAISED
 5. UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS
 6. COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS
 7. LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR PET DAMAGE, RODENT OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT
 8. ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION
 9. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE

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EFFECTIVE DATE OF THIS SERVICE AGREEMENT

10. 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

11. 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

12. FAILURES TO ADJUSTABLE BED CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE

13. DEFECTS OF MANUFACTURER MATERIAL AND WORKMANSHIP, ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT

14. FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;

15. MATTRESSES, FRAMES AND CABLING AS WELL AS CONSUMABLES SUCH AS BATTERIES

16. PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS

17. REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN

18. ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER

19. DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE

20. CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION

21. SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT

22. CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS

23. 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

24. CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED ADJUSTABLE BED INTO A CUSTOM INSTALLATION

25. CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS UNRELATED TO A COVERED FAILURE, INTERMITTENT ISSUES ARE NOT ADJUSTABLE FAILURES

26. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THIS SERVICE AGREEMENT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, EXPENSE, FINES, PENALTIES OR ANY OTHER AMOUNT DIRECTLY OR INDIRECTLY CAUSED BY, IN CONNECTION WITH, OR IN ANY WAY INVOLVING OR ARISING OUT OF ANY OF THE FOLLOWING –INCLUDING ANY FEAR OR THREAT THEREOF, WHETHER ACTUAL OR PERCEIVED:

- ANY INFECTIOUS DISEASE, VIRUS, BACTERIUM OR OTHER MICROORGANISM (WHETHER ASYMPTOMATIC OR NOT); OR
- CORONAVIRUS (COVID-19) INCLUDING ANY MUTATION OR VARIATION THEREOF; OR
- PANDEMIC OR EPIDEMIC, AS DECLARED AS SUCH BY THE WORLD HEALTH ORGANIZATION OR ANY GOVERNMENTAL AUTHORITY.

8. **Renewal:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the Adjustable Bed and the

prevailing service cost at the time of the renewal.

9. **Transferability:** This Service Agreement is not transferable.
10. **Cancellation:** You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free at 1-855-409-9118. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less. 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 property. Our failure to exercise rights under this Plan does not waive those rights. Administrator or We may only cancel this Plan for the following reasons: nonpayment by You of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, the Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

11. **Insured Agreement:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Adjustable Bed has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at [1-855-438-2390] or 399 Park Ave 3rd Floor, New York, NY 10022.

Warranty Registration Number Must Be Registered

12. **SPECIAL STATE DISCLOSURES:**
Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

CALIFORNIA only: With respect to California contract holders, the Administrator under Service Agreement is ProtectAll USA, LLC. The Obligor under Service Agreement is Starr Protection Solutions LLC. Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Service Agreement, and cancellation notice is received by the Seller within 60 days of the date You received Service Agreement, and You have made no claims against Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Service Agreement is cancelled by written notice after 60 days from the date You received Service Agreement, You will be refunded a pro-rated amount of Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your Seller.

TEXAS only: You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You or within ten (10) days if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of Service Agreement. In the event We cancel Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. 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 Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.