

SmartOne Terms & Conditions 5 Year Furniture Protection Plan

This Protection Plan ("Protection Plan", or "Plan") is administered by Zucora Inc. ("us", "our", "we" or "ZucoraHome") and is effective for a period of up to five (5) years from the date of delivery ("Effective Date"), for the item(s) covered by this Protection Plan ("Covered Products"), for the benefit of the owner ("you", "your" or "Owner") of the Covered Products. This Protection Plan is an agreement between ZucoraHome and you the Owner, and is subject to compliance with the provisions hereof and the exclusions set out below and represents the entire agreement between the parties. No representation, promise or condition not contained herein shall modify these terms. Coverage as listed below is available in part or full, depending on the Protection Plan you purchased as confirmed by your sales receipt and plan activation card.

OBLIGATIONS OF ZUCORAHOME TO OWNER OF ITEMS COVERED BY THIS PROTECTION PLAN:

1.0 COVERAGE FOR UPHOLSTERED FURNITURE

In the event the Covered Product is fabric, full or top grain leather, leather-look, bi-cast leather, bonded leather, or vinyl furniture and becomes accidentally stained from a specific incident by:

- a) Common household foods and beverages;
- b) Human and pet bodily fluids (not including perspiration);
- c) Household food oil and grease;
- d) Cosmetics or nail polish;
- e) Ballpoint pen ink or crayon;
- f) Dye transfer (newsprint and denim only);
- g) Rip, tear or cigarette burn(s);
- h) Frame, springs, joints, or mechanisms.

ZucoraHome agrees to provide the Plan Services outlined in **section 5.0** with respect to the stained or damaged area. **section 2.0** is provided for show wood of the upholstered furniture. For a list of what is not covered by the Plan Services, see **section 8.0**.

2.0 COVERAGE FOR WOOD FURNITURE

In the event the Covered Product is finished wood furniture and becomes accidentally stained or damaged from a specific incident by:

- a) Common household foods and beverages;
- b) Liquid marks or rings, heat marks;
- c) Scratches which penetrate the finish;
- d) Warping, lifting or bubbling of veneers from foods and beverages;
- e) Any glass or mirror component that becomes chipped or broken from a specific incident.

ZucoraHome agrees to provide the Plan Services outlined in **section 5.0** with respect to the stained or damaged area. Additional coverage as listed in **section 1.0** is provided for upholstered seats and backs of wood dining chairs and benches.

3.0 ACTIVATION AND ELIGIBILITY

In the event the Covered Product is a powered motion upholstered product or an adjustable base bed frame and the Covered Product experiences a mechanical or electrical failure; we agree to provide the Plan Services outlined in **section 5.0** to restore the Covered Product to normal operating condition. The Power Motion Coverage includes failed motors, gear units/pistons, control modules, transformers (backup batteries excluded), switches, remotes, massage units, heat units and wiring connectors. This coverage is limited to manufacturing and material defects that appear under normal use and operation in accordance with the manufacturer's guidelines. Plan coverage starts after the manufacturer's warranty expires.

4.0 COVERAGE FOR AREA RUGS

In the event the Covered Product becomes accidentally stained from a specific incident by common household foods and beverages, or human and pet bodily fluids (excluding odours); ZucoraHome agrees to provide the Plan Services outlined in **Section 5.0** with respect to the stained area.

5.0 AVAILABLE PLAN SERVICES

All service repairs must be approved by ZucoraHome before work is performed.

- a) If the accidental damage or stain persists, we will arrange to have the Covered Product serviced at your location by a professional technician at no additional charge to you.
- b) If the technician determines that stain removal or damage repair must be made away from your location, the Covered Product will be removed, cleaned or repaired and returned at no additional charge to you.
- c) If the technician cannot remove the stain or repair the accidental damage, we will replace the damaged portion subject to the availability of the replacement parts.
- d) If replacement parts are not available, or the accidental damage or mechanical or electrical failure to the Covered Product cannot be repaired, ZucoraHome agrees to exchange the Covered Product with a similar item of comparable value of the original purchase price (excluding taxes and delivery). Any cost difference is your responsibility. Replacement applies to the stained or damaged Covered Product only, and does not provide for replacement of multiple pieces or sets of furniture that may have been purchased at the same time as the Covered Product. The original Covered Product must be returned to the retailer from which it was purchased. ZucoraHome will issue to the Owner a Return Authorization to exchange the Covered Product with a replacement item obtained from the retailer where the original Covered Item was purchased.. The exchange must be completed within thirty (30) days of issuance, otherwise the maximum liability is the amount paid by you for this Protection Plan (excluding taxes).
- e) ZucoraHome is not responsible for variations in dye lot of any replacement items, materials or products.
- f) With the replacement of any Covered Product, the obligations of ZucoraHome under this Protection Plan for the replaced Covered Product will have been fulfilled and no further service will be provided.

6.0 ACTIVATION AND ELIGIBILITY

To be eligible for Plan Services, this Protection Plan requires the Owner to activate the Plan online at: activate.zucora.com. A unique SmartOne Activation Code will be provided to you by the Retailer upon purchasing this Protection Plan. You will need access to the Internet, the Activation Code, the Retailer ID and the invoice number to activate the Plan and to be eligible for Plan Services.

The Owner acknowledges, approves and permits the collection, use and disclosure and/or dissemination of information regarding the Owner and this Protection Plan to ZucoraHome for the purposes of carrying out our

responsibilities under the Protection Plan.

Protection Plans are not refundable or renewable beyond the registered coverage period and are limited to the Covered Product's original Owner.

7.0 TO OBTAIN ZUCORAHOME PLAN SERVICE

Claims for Plan Services must be made to ZucoraHome, within 14 days of the occurrence of the accidental stain or accidental damage to the Covered Product under this Plan, by contacting us at 1.800.388.2640 during normal business hours or by submitting a request at service.zucorahome.com. To assist in providing the best solution for you, we might request photos of the stained or damaged area; and we may, at our discretion, deliver a cleaning product designed for the reported stain.

Claims will only be considered subject to the following:

- (a) This Protection Plan shall be activated online by the Owner
- (b) Owner shall supply ZucoraHome with an original sales receipt, plan activation number and proof of purchase for the original Covered Product prior to obtaining services from us.
- (c) Covered Products are delivered to the Owner damage free.
- (d) Repair of the Covered Product is performed only as directed from ZucoraHome.

8.0 PLAN EXCLUSIONS

Requests for plan services cannot be accepted by ZucoraHome for any of the following:

- a) Anything not specifically identified and included as covered by this Protection Plan;
- b) Failure to comply with the manufacturer's instructions for use, cleaning or maintaining the Covered Product;
- c) Power Motion Component Coverage only: damage resulting from improper installation, moisture, liquid spills, lightning, power failures and/or power surges, or physical damage;
- d) Abuse or misuse of the Covered Product;
- e) Wear and tear caused by repeated use, scratches, scuffs, accumulated soiling, build-up of perspiration and body or hair oils, mold, mildew, fading or any colour variation, or odours of any kind;
- f) Motor oil and mechanical grease;
- g) Natural markings or characteristics in leather that cause appearance variations;

- h) Damage caused by animals (other than staining by pet bodily fluids);
- i) Separating or stretching of the covering material, stress tear, seam separation, material flaws, fabric pulls, fabric pilling or deterioration of any material components;
- j) Cracking or peeling of any material;
- k) Covered Products damaged in transit, damaged during moving inside or outside
- l) Paint, bleach, permanent dyes, corrosives, nail polish remover, acids, permanent inks, or gum;
- m) Non-colourfast materials, shagreen or faux shagreen materials;
- n) Any X-coded fabrics or products made of natural materials such as silk, virgin wool or natural, unfinished/ nubuck or naked leathers;
- o) Any unfinished natural wood, ceramic, quartz, marble or similar materials;
- p) Any Covered Product sold in an "as-is" condition;
- q) Use of Covered Products in public areas, rental or commercial uses;
- r) Damage covered by any manufacturer warranty, other protection/service plan or insurance program;
- s) Acts of God, fraud, intentional acts, war or hostilities of any kind if arising from illegal activity.

9.0 NOTE TO OWNER

This Protection Plan is provided by ZucoraHome. All claims and/or inquiries must be submitted directly to us. Retailer is not responsible for any claims or service obligations provided under this Protection Plan. The maximum coverage liability of this Protection Plan shall not exceed the original purchase price of the Covered Product(s).

The Owner shall reasonably cooperate with ZucoraHome in its efforts to provide the services under this Protection Plan. Any provision contained herein which is found to be contrary to any local law shall be deemed null and void; however, the remaining provisions shall continue in full force and effect.

By registering, or authorizing the registration of this agreement with ZucoraHome, the Owner agrees that the obligations provided in this agreement shall constitute the full and only remedies for any failure of the ZucoraHome product or service to function as warranted. In no event shall the Owner have any other remedy at law or equity for any direct or indirect consequences of the failure of our product or service to perform.



ZUCORAHOME

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