

U.S. LAWSHIELD® LEGAL SERVICE CONTRACT
1020 Bay Area Boulevard, Suite 220 | Houston, Texas 77058 | (877) 448-6839

I. DEFINITIONS

- A. “Accidental Discharge.” The unintentional and involuntary discharge of a firearm or other lawful weapon.
- B. “Bystander Incident.” Any incident where the Member is alleged to have been a witness to, or possesses evidence regarding, another party’s threat of force, use of force, or use of deadly force, without regard to the weapon used by another party in the incident.
- C. “Effective Date.” The effective date of the legal services and benefits provided herein is the date and time the person becomes a Member. For resident family member(s), such as a spouse and/or children, the Effective Date is when the primary Member becomes a Member under the appropriate plan which includes coverage for such individuals.
- D. “Good Samaritan Incident.” Any incident where the Member helps or assists another person using emergency first aid in an attempt to save an injured person’s life after (1) a self-defense incident, regardless of the weapon involved, or (2) any accidental discharge of a firearm. This term does not include help or assistance for which the Member receives, or expects to receive, compensation or remuneration for such services.
- E. “Independent Program Attorney.” An independent, third-party, licensed attorney that U.S. LawShield contracts with to provide legal services for the Member under this Legal Service Contract. This definition shall apply throughout the entirety of this Agreement and shall include any references herein to Program Attorney, Independent Program Attorney, attorney, contracting attorney, legal services, legal defense, and other similar terms, unless otherwise specified.
- F. “Legal Service Contract” or “Agreement.” The present agreement entered into between the Member and U.S. LawShield for consideration and under which U.S. LawShield will obtain legal services for the Member through an Independent Program Attorney.
- G. “Lost Firearm.” A firearm unintentionally and involuntarily separated from a Member, the whereabouts of which are unknown to the Member after the Member has taken reasonable attempts to locate the firearm, or a firearm that cannot be located after a diligent search.
- H. “Member.” A person who (1) purchased the Legal Service Contract and whose payments are current; or (2) is designated to receive benefits under the Legal Service Contract and whose payments are current; or (3) is designated to receive benefits under the Legal Service Contract by a person who purchased the Legal Service Contract for additional consideration and whose payments are current.
- I. “Misidentification.” A Member whose personal identity is mistaken, incorrectly identified, or who is identified as someone else by the federal or a state government, any of their agencies, or a local law enforcement agency.
- J. “Red Flag Law Incident.” Any incident where the Member has been lawfully served with a red flag law order, which includes but is not limited to: an extreme risk protection order, risk warrant, or gun violence restraining order. Red Flag Law Incident does not include actions pursuant to a civil protective order, a domestic violence protective order, or any other lawful court order that contains prohibitions beyond the scope of a red flag action.
- K. “Use of a Firearm or Lawful Weapon.” Any incident where the Member discharged or displayed a firearm or used any other lawful weapon to stop a threat, whether the Member actually pulled the trigger or not, discharged or accidentally discharged the firearm, or actually used a lawful weapon.

II. PARTIES

- A. This Legal Service Contract is provided and administered by U.S. Law Shield of New Jersey (“U.S. LawShield”), which shall provide the Member with an Independent Program Attorney for any incident covered by this Legal Service

Contract. U.S. Law Shield of New Jersey shall offer the Legal Service Contract in the State of New Jersey. **This Legal Service Contract provides for legal services and benefits within the Residence (defined below) in the State of New Jersey only.** Independent Program Attorneys shall perform the legal services described herein.

- B. The benefits provided under this Legal Service Contract shall be available to the Member who is in good standing and whose payments are current.
- C. _____ is the sales representative who sold or solicited this Legal Service Contract on behalf of U.S. LawShield.
- D. _____ is the Legal Service Contract Holder.

III. ELIGIBILITY AND EFFECTIVE DATE

- A. A Member who enrolls, tenders the appropriate fee under the Legal Service Contract and is in good standing shall receive the legal services described herein as of the Effective Date. The initial term of this Agreement is twelve (12) months from Effective Date.
- B. **THE TERM OF THIS LEGAL SERVICE CONTRACT SHALL AUTOMATICALLY RENEW AND EXTEND FOR TWELVE (12) MONTHS ON EACH ANNIVERSARY OF THE EFFECTIVE DATE, UNLESS THE LEGAL SERVICE CONTRACT IS LAWFULLY TERMINATED PURSUANT TO THE TERMS OF THIS AGREEMENT.**
- C. The legal services described herein shall be available to the primary Member and such Member's resident family member(s). To be eligible for the provision of any legal services and benefits described in this Agreement, the precipitating incident **must have occurred within the Residence**. For purposes of this Agreement, a "Residence" means:
 - 1. The permanent or principal home or dwelling unit of the primary Member for the majority of the year;
 - 2. If such Residence is a family home, it shall include the surrounding curtilage and non-commercial premises and appurtenant structures;
 - 3. If such Residence is an apartment, rented room, home occupied by multiple tenants, or similar, it is limited to the enclosed space comprising the unit under the exclusive control of the Member; and
 - 4. A Residence shall not include: premises or structures used primarily for business, retail, governmental, or professional purposes; or "common areas" or areas otherwise regularly accessible to other tenants.

If applicable, the primary Member's resident family member(s) shall be entitled to the same legal services and benefits described herein and subject to the same limitations and exclusions provided in this Agreement.

IV. LEGAL SERVICES AND BENEFITS

A Member who enrolls, tenders the appropriate fee, and is in good standing is entitled to the following legal services and benefits by an Independent Program Attorney:

- A. Legal representation by an Independent Program Attorney in defense of any criminal or civil proceeding arising from an incident involving the Use of a Firearm or Lawful Weapon by a Member at the Residence where the Member is legally permitted to possess his or her firearm or lawful weapon. Coverage for independent legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal and a further appeal to the highest court of appeals in such jurisdiction. This Agreement shall not provide coverage for an appeal that is frivolous, in bad faith, or solely for the purposes of delay or harassment.
- B. Bystander Coverage. Legal representation by an Independent Program Attorney in any criminal or civil proceeding arising out of a Bystander Incident. Coverage for legal representation for these matters shall extend to criminal or civil proceedings where the Member's appearance is required by law. Such matters shall include but are not limited to representation for witness statements and testimony, depositions requiring the Member's appearance, court

appearances, and other legal proceedings where attorney representation for a witness is customarily required. In no event will this Agreement provide coverage for litigation initiated by or on behalf of the Member (*i.e.*, filing suit as a plaintiff).

- C. **Red Flag Coverage.** Legal representation, by an Independent Program Attorney, in any legal proceeding involving a Red Flag Law Incident. This Agreement shall not provide benefits for representation if the Member's firearm(s) or the Member's ownership or possession of the firearm(s) was unlawful, or the Red Flag Law Incident arises from an incident where the Member is criminally charged for the commission of any crime for which justification under state law is inapplicable. This Agreement shall not provide benefits for any failure to comply with a valid red flag order, nor shall benefits extend to an appeal of any order entered by the court after a contested hearing or by agreement.
- D. **Accidental Discharge Coverage.** Legal representation by an Independent Program Attorney in any criminal or civil proceeding arising from an incident involving an Accidental Discharge by the Member, subject to the limitations and exclusions under this Legal Service Contract.
- E. **Good Samaritan Coverage.** A Member who enrolls and completes the U.S. LawShield Training and Credentialing Program and obtains a U.S. LawShield Certificate of Training Completion is eligible to receive the legal services described in this section while the Legal Service Contract is in effect. Eligibility for the legal services commences on the date inscribed on the Certificate of Training Completion provided to the Member by U.S. LawShield. Issuance of the U.S. LawShield Certificate of Training Completion entitles the Member to the following legal services by an Independent Program Attorney, subject to the limitations and exclusions under this Legal Service Contract:
 - 1. Legal representation of the Member in the defense of any criminal or civil proceeding directly arising from a "Good Samaritan Incident," as defined in this Legal Service Contract, at the Residence. Legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal, and a further appeal to the highest court of appeals in such jurisdiction. This Agreement shall not provide coverage for an appeal that is frivolous, in bad faith, or solely for the purposes of delay or harassment. Nothing herein shall be construed to provide legal representation for any civil claims or criminal charges unrelated to or not directly arising out of a Good Samaritan Incident.
- F. **Minor Children Coverage.** The Member's minor children shall be entitled to legal services and benefits described herein, unless otherwise specified, subject to the same limitations and exclusions provided herein. A minor child is a person aged seventeen (17) or under, who is the child of the Member or for whom the Member is responsible as the child's legal guardian.
- G. **Bail Bond Coverage.** The Member shall pay no additional fee to the Independent Program Attorney for bail bond legal services, including Program Attorney-offered bail bond services, with protection for bail up to \$100,000 (not to exceed \$10,000 bail bond fee) for a covered incident. In the event the Member makes arrangements for bail that do not involve a bail bond fee, U.S. LawShield reserves the right to adjust or deny the amount under Bail Bond Coverage. With respect to bail bonds, the Member shall be responsible for all other requirements to obtain such a bond from a licensed bondsman, including collateral, guarantors, overages, *etc.* Under no circumstances will U.S. LawShield or the Independent Program Attorney act as surety for the Member, and the Member agrees that this is not a surety agreement.
- H. **Private Investigator and Expert Witness Coverage.** The Member shall pay no additional fee to the Independent Program Attorney for additional services including, as applicable, a private investigator or expert witness for a covered incident. With respect to Private Investigator and Expert Witness Coverage, if the Independent Program Attorney determines a necessity for a private investigator or an expert witness, the Member shall be provided with such investigator or expert who has agreed to U.S. LawShield's standard terms of engagement. Such expert witness shall be one who may testify in the area of reasonableness and justification of the use of force or deadly force under the law, or area otherwise applicable to the covered incident. The Member may at all times employ any other investigator or expert witnesses, different than any provided under this Legal Service Contract; however, the Member shall be responsible for all fees, costs, and expenses of any different investigator or expert witnesses and shall receive no reimbursement under this Legal Service Contract.

- I. **Gun Owner Identity Theft Coverage.** As part of Gun Owner Identity Theft Coverage, the Member shall receive the following legal services and benefits:
1. **Lost or Stolen Firearm Protection.** If the Member's firearm is lost or stolen (as defined in this Legal Service Contract), U.S. LawShield will provide an Independent Program Attorney, at no additional charge to the Member, to assist the Member for reasonable and necessary services for the following items listed below:
 - i. Consultation, advice, and, if appropriate, legal representation by an Independent Program Attorney in the defense of any criminal or civil actions arising directly from the lost or stolen firearm;
 - ii. Identification, notification, documentation, and filing of police report(s) on behalf of the Member of the lost or stolen firearm to the appropriate law enforcement agencies, federal, state, and local authorities, and any other necessary party, if the Member so desires;
 - iii. Representation of the Member by an Independent Program Attorney for any examination and/or investigation of the Member by police or other governmental agencies, or charges brought by police or other governmental agencies, regarding the Member's lost or stolen firearm;
 - iv. Consultation, advice, and representation by an Independent Program Attorney to place or register the Member's lost or stolen firearm in the appropriate database(s) for lost or stolen firearms, including, but not limited to, any database maintained by the National Crime Information Center (NCIC) or state database, if the Member so desires;
 - v. Assistance by an Independent Program Attorney to notify and prepare appropriate documentation required by the Member's insurance carrier(s) for the Member to submit a claim documenting a lost or stolen firearm with the Member's insurance carrier(s), if the Member so desires;
 - vi. If appropriate, representation of the Member by an Independent Program Attorney to assist in the defense of any criminal or civil proceedings in which it is alleged that the Member's lost or stolen firearm was subsequently used in a criminal incident by someone other than the Member who is the subject of the criminal or civil proceeding; and
 - vii. If appropriate, representation of the Member by an Independent Program Attorney for any allegations, civil or criminal, involving a firearm prior to the Member purchasing, owning, or possessing the firearm that may be the subject of such proceeding(s).
 2. **Firearm Identity Theft Protection.** If the Member's identity is stolen or compromised, including, but not limited to, theft of their government-issued license or permit to possess a firearm, driver's license, or other identification, U.S. LawShield will provide an Independent Program Attorney, at no additional charge to the Member, to assist the Member for any reasonable and necessary services including consultation, advice, and if appropriate, representation of the Member by an Independent Program Attorney regarding the following items listed below:
 - i. Proper identification, notification, documentation, and filing of police report(s) of the theft or loss of the identification of the Member to any appropriate law enforcement agencies, federal, state, and local authorities, and any other necessary party, if the Member so desires;
 - ii. Representation of the Member to assist in the preparation and submission of an appropriate "Not Me Letter," and the obtaining of a similar letter issued by a clerk's office or other appropriate government official, if such remedy is available. Services may include, but are not limited to, assisting in preparing required evidence, appropriate documentation with clerks and law enforcement agencies, and assistance in obtaining and presenting fingerprints to appropriate authorities, for purposes of showing "Not Me" status of the Member; and
 - iii. Assistance in filing and preparing appropriate and required documentation for the Member to obtain a Unique Personal Identification Number ("UPIN") from the Federal Bureau of Investigation, or other agencies for

purposes of legally purchasing a firearm as well as services under Section IV(I)(4), “Lawful Purchase Assistance,” of this Legal Service Contract, if appropriate.

3. Wrongful Confiscation Assistance. If the Member’s firearm is involuntarily confiscated or under investigation by another person or law enforcement agency (including the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”)) due to misidentification of the Member, U.S. LawShield will provide an Independent Program Attorney, at no additional charge to the Member, for the following listed services:
 - i. Establishing Member’s identity. The Independent Program Attorney will assist the Member, if appropriate, in investigating and clarifying the reason for the confiscation and providing to the confiscating person or law enforcement agency the information and/or documentation necessary to establish the Member’s actual identity and ownership of the confiscated firearm.
 - ii. Representation to retrieve the confiscated firearm. If the investigation reveals that the Member’s firearm was wrongfully confiscated due to misidentification of the Member, the Independent Program Attorney will (a) consult and advise the Member on the options available to secure the return of the Member’s confiscated firearm from the confiscating person or law enforcement agency; (b) assist the Member in preparing and filing necessary documentation to seek the return of the Member’s confiscated firearm by informal means; and (c) if applicable, provide representation to the Member in appropriate court or administrative proceeding(s) to assist the Member in the return of the Member’s wrongfully confiscated firearm.
4. Lawful Purchase Assistance. If the Member, after the Effective Date of this Legal Service Contract, has been denied the right to lawfully purchase a firearm, and the Member wishes, U.S. LawShield will provide an Independent Program Attorney to assist the Member to determine if the denial was legally valid or not. If the investigation reveals that the Member’s denial was legally invalid, U.S. LawShield will provide, at no cost to the Member, an Independent Program Attorney to assist and represent the Member in any reasonable and appropriate proceeding to assist the Member in establishing that the denial was legally invalid.
5. Carry Licensure Assistance. U.S. LawShield will provide an Independent Program Attorney, at no additional charge, to represent the Member and assist in investigating and clarifying any misidentification of the Member if:
 - i. The Member is denied issuance of a firearm carry license or permit by the issuing authority;
 - ii. The Member’s firearm carry license or permit is revoked or suspended by the issuing authority; or
 - iii. The Member’s firearm carry license or permit is delayed, denied, or revoked based on a clerical or scrivener’s error.
- J. An emergency hotline maintained and answered 24/7/365 by an Independent Program Attorney for an emergency involving a potentially covered incident. The emergency hotline may be accessed by calling the emergency hotline number provided to the Member on the membership card and/or mobile application.
- K. Upon request, legal advice by an Independent Program Attorney regarding the use and carrying of firearms, other lawful weapons, self-defense law, and any other firearm-related legal matter. The Member can access this service by calling the non-emergency business line number provided to the Member on the membership card and/or mobile application.
- L. The Member may also receive:
 - i. Periodic updates on topics affecting firearm owners and personal safety;
 - ii. A personal safety kit, educational material concerning personal safety, gun ownership, gun rights and the law;
 - iii. A membership card with a unique member number and emergency hotline telephone number;
 - iv. Access to a Member Portal, an exclusive online account that gives the Member access to the Member account information, perks and benefits; and

- v. Access to a mobile application, along with the ability to sign up for access to select U.S. LawShield events which promote personal safety, responsible gun ownership, gun rights, and the law, including but not limited to workshops, webinars, concerts, seminars, *etc.*

V. DEDUCTIBLES OR COPAYMENTS

- A. There are no deductibles or copayments under this Legal Service Contract.

VI. LIMITATIONS AND EXCLUSIONS

- A. Coverage Eligibility Limited to Residence. Pursuant to the terms of this Legal Service Contract, it is expressly understood that coverage is specifically limited to incidents within the Residence, as defined above in Section III, Eligibility and Effective Date; and neither U.S. LawShield nor any Independent Program Attorney(s) will have any obligation under this Legal Service Contract to provide legal services and benefits, including legal representation, to a Member for any incident which occurs at, in, or on any location other than the Residence. This exclusion does not apply to Section IV(I)(2), (4), and (5) (the “Firearm Identity Theft Protection,” “Lawful Purchase Assistance,” and “Carry Licensure Assistance” provisions of Gun Owner Identity Theft Coverage), or as otherwise specifically provided herein.
- B. This Legal Service Contract specifically excludes all legal services and benefits, including legal representation by an Independent Program Attorney in any criminal or civil actions, if the incident or alleged incident which gives rise to the request for the provision of legal services and benefits described hereunder originates from any dispute, altercation, struggle, or similar interaction between any combination of the Member, resident family member(s), or any invited guest(s).
- C. In order for the Member to receive the legal services and benefits described in this Legal Service Contract for an incident involving the Use of a Firearm or Lawful Weapon or Accidental Discharge, the Member must have, at the time of the incident, been in legal possession of the firearm or lawful weapon and must have been in a location where the Member could legally possess the firearm or lawful weapon, in accordance with local, state, and federal laws or regulations. However, any incident where the Legal Service Contract Holder is criminally charged with a violation of N.J.S.A. 2C:39-3 or N.J.S.A. 2C:39-5 involving a firearm, weapon, ammunition or large capacity magazine will be eligible for coverage.
- D. Neither U.S. LawShield, nor any Independent Program Attorney(s), will have an obligation under this Legal Service Contract to provide legal representation to a Member if, at the time the Member has a Use of a Firearm or Lawful Weapon or Accidental Discharge, the Member was not in lawful possession of the firearm or lawful weapon, or was in a location, without legal justification, where possession of the firearm or lawful weapon is illegal under local, state, or federal, law or regulations.
- E. This Legal Service Contract specifically excludes legal representation by an Independent Program Attorney in any criminal or civil actions for conduct that is not directly and specifically related to the Member’s Use of a Firearm or Lawful Weapon, for which justification is available as a defense. This exclusion does not apply to a Red Flag Law Incident, Bystander Incident, Accidental Discharge, Good Samaritan Incident, Gun Owner Identity Theft Coverage, or as otherwise specifically provided herein.
- F. This Legal Service Contract specifically excludes all legal services and benefits, including legal representation by an Independent Program Attorney, if at the time of the incident, or alleged incident, the Member was engaged, or alleged to have engaged, in the commission of any crime for which justification under state law is inapplicable.
- G. This Legal Service Contract specifically excludes legal representation by an Independent Program Attorney for the Member’s Bystander Incident, if at the time of the Bystander Incident, the Member was a party to the incident or otherwise engaged, or alleged to have engaged, in any criminal activity, or the Member was under community supervision or a similar supervision program (including probation or parole).
- H. This Legal Service Contract specifically excludes legal services and benefits, including legal representation by an Independent Program Attorney for the Member’s Red Flag Law Incident, if the Member’s possession or ownership

of the firearm(s) subject to the red flag law proceeding was prohibited under local, state, or federal law, or the Red Flag Law Incident arises from an incident where the Member is criminally charged for the commission of any crime for which justification under state law is inapplicable. No legal services and benefits for a Red Flag Law Incident, including legal representation by an Independent Program Attorney, shall extend to any failure to comply with a valid red flag order or any appeal of any order entered by the court after a contested hearing or by agreement. In the event that an eligible minor child has a Red Flag Law Incident, in addition to the exclusions and limitations under this Agreement, a request for coverage must be made and approved by the primary Member.

- I. This Legal Service Contract specifically excludes legal services and benefits, including legal representation by an Independent Program Attorney, for the Member's Accidental Discharge, if at the time of the Accidental Discharge incident, information suggests that the Member was: hunting or involved in any hunting-related activity; under the influence of alcohol, intoxicants, narcotics, or any other mind-altering substance; or otherwise engaged, or alleged to have engaged, in any criminal activity surrounding the incident.
- J. This Legal Service Contract specifically excludes legal representation or assistance under Gun Owner Identity Theft Coverage if: the Member is engaged in the business of importing, manufacturing, or dealing in firearm(s), or importing or manufacturing ammunition, as defined in 18 U.S.C. § 923(a), regardless if the Member has a license to do so; the Member's firearm(s) had the importer's or manufacturer's serial number removed, obliterated, or altered at the time the firearm(s) was lost or stolen; the Member is allegedly engaged in criminal activity, including, but not limited to: organized crime, engaging in organized criminal activity, racketeering, including RICO, or illegal transfer(s) or sale(s) of firearm(s), including but not limited to those conducted in violation of 18 U.S.C. §§ 922, 923; the importation of certain defense articles to include certain firearm(s), firearm(s) parts, ammunition and certain other military equipment subject to the provisions of the Arms Export Control Act of 1976; the importation of certain firearms, including but not limited to, machine guns, silencers/suppressors, certain weapons made from rifles or shotguns, and destructive devices also restricted under the National Firearms Act (26 U.S.C. Ch. 53) or the Gun Control Act of 1968; illegally dealing firearm(s) and/or illegally possessing, receiving, shipping, or transporting any firearm(s) in interstate or foreign commerce; or buying, selling, or trading firearm(s) or other legal weapon(s) commercially or for profit, such as an individual who holds a Federal Firearms License issued by the ATF.
- K. This Agreement provides no benefit for any incident that took place prior to the Effective Date of this Legal Service Contract or after its termination, except for an incident as described in Section IV(I)(1)(vii).
- L. Coverage is expressly limited to the services described herein. No portion of this Legal Service Contract provides any property or casualty coverage. Legal representation for a property and casualty loss or claim against the Member's insurance carrier(s), including such loss or claim related to a Member's stolen or lost firearm, is specifically excluded. No reimbursement or replacement, monetary or otherwise, shall be made to the Member for or regarding a lost, stolen, damaged, or otherwise defective firearm or lawful weapon.
- M. U.S. LawShield reserves the right to terminate or limit coverage under this Legal Service Contract if a Member is advised of a federal, state, or local law or regulation with which the Member must comply, and the Member fails to or refuses to comply with such requirement.
- N. A Member whose Legal Service Contract is terminated or otherwise cancelled pursuant to the terms contained herein is no longer a Member, and all obligation to provide legal services by an Independent Program Attorney or other benefits pursuant to this Legal Service Contract is terminated.
- O. Neither U.S. LawShield, nor any Independent Program Attorneys, will have an obligation under this Legal Service Contract to provide legal representation to a Member if the Member fails to notify U.S. LawShield of the incident involving the Use of a Firearm or Lawful Weapon, Bystander Incident, Red Flag Law Incident, or any additional incident requiring legal representation as soon as practicable after being arrested, criminally charged, or otherwise provided with legal service or notice to appear, whichever is earliest.
- P. Neither U.S. LawShield nor the Independent Program Attorney will provide coverage, render assistance, or provide legal representation to a Member under the Legal Service Contract if such assistance or representation would be illegal or contrary to public policy.

- Q. NOTHING HEREIN SHALL BE CONSTRUED OR DEEMED TO PROVIDE THE MEMBER WITH INDEMNIFICATION FOR PAYMENT OF ANY CLAIMS OR DAMAGES THAT MAY BE ASSERTED AGAINST THE MEMBER, NOR FOR ANY FINES, LEVIES, FEES, DAMAGES, LOSS OF PROPERTY, OR ANY OTHER COSTS THAT MAY BE ASSESSED AGAINST THE MEMBER.**

VII. REIMBURSEMENT

- A. Unless as otherwise provided in this Agreement, this Legal Service Contract shall provide no amount of reimbursement of costs, fees, or expenses.

VIII. CANCELLATION OF LEGAL SERVICE CONTRACT AND REINSTATEMENT

- A. A Member may terminate this Legal Service Contract by providing U.S. LawShield with written notice of the Member's intent to terminate this Legal Service Contract not later than the seventh day after the date the Member makes the first payment under this Legal Service Contract.
- B. If this Legal Service Contract is terminated by the Member in accordance with Section VIII(A), above, and the Member has not sought legal services under this Legal Service Contract before termination, this Legal Service Contract is void and U.S. LawShield shall refund the Member or credit the Member's account the full purchase price of this Legal Service Contract.
- C. U.S. LawShield may cancel this Legal Service Contract by mailing a written notice of cancellation to the Member at the Member's last known address or electronic mail according to the records of U.S. LawShield. U.S. LawShield must mail the notice to the Member by regular mail or electronic means before the fifth day preceding the date of the cancellation. The notice must state the effective date of the cancellation and the reason for cancellation.
- D. U.S. LawShield is not required to provide prior notice of cancellation if this Legal Service Contract is canceled due to:
- i. Nonpayment;
 - ii. A material misrepresentation by the Member to U.S. LawShield;
 - iii. A substantial breach of a duty by the Member; or
 - iv. Cancellation of the Legal Service Contract by the Member.
- E. Members shall have a 31-day grace period to reinstate this Legal Service Contract, with full rights and benefits, provided this Legal Service Contract is not terminated pursuant to Section VIII(D)(ii) or (D)(iii), above, and provided the Member remits to U.S. LawShield within a 31-day period all fees necessary to bring the account to a current status, and provided no incident involving the Use of a Firearm or Lawful Weapon, Bystander Incident, Red Flag Law Incident, Accidental Discharge, or any additional incident requiring legal representation has occurred during such 31-day period.

IX. DUTIES OF MEMBER

- A. The Member has a duty to promptly notify U.S. LawShield when an incident involving the Use of a Firearm or Lawful Weapon, Bystander Incident, Red Flag Law Incident, Accidental Discharge, or any additional incident described herein has occurred.
- B. The Member agrees to fully cooperate with the Independent Program Attorney in connection with, and at all times throughout the course of all legal proceedings related to, any incident involving the Use of a Firearm or Lawful Weapon, Bystander Incident, Red Flag Law Incident, Accidental Discharge, or any additional incident requiring legal representation, including but not limited to the Member's defense at any legal proceeding, attendance at any and all court dates, court hearings, and other official appearances, keeping all appointments with the Independent Program Attorney, and promptly notifying them of any scheduling conflicts.
- C. The Member agrees to promptly inform U.S. LawShield in writing, or by calling U.S. LawShield, of all changes in his or her mailing address, telephone number, or email address. U.S. LawShield and the Independent Program

Attorney(s) are not responsible for any missed communications due to a Member's incorrect or incomplete contact information or mailing address.

- D. A Member must initiate a request for coverage for legal services by calling the U.S. LawShield emergency hotline or phoning the office at (877) 448-6839. If the Member does not initiate a prompt request for coverage, the Member will not be provided with representation by an Independent Program Attorney and there shall be no provision of legal services by an Independent Program Attorney.
- E. The Member acknowledges that any abuse of the emergency hotline is impermissible, as it could prevent other Members from receiving prompt legal assistance for matters eligible for coverage, as specified herein. The Member agrees that he or she will not engage in any abuse of the emergency hotline.
- F. The Member agrees to refrain from engaging in any conduct toward U.S. LawShield, any representative thereof, or any Independent Program Attorney that is in any way threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior.

X. NOTICE TO CONSUMERS

- A. **Items Not Covered Under This Legal Service Contract.** It is expressly understood that any expenses associated with investigators, expert witnesses, witnesses' attendance, or other persons necessary to assist in the defense of a Member's case, bail, including bail bonds, or other court fees shall be solely the responsibility of the Member and paid directly by the Member, unless otherwise specified herein. This Legal Service Contract shall not cover expenses related to securing the testimony or evidence of any investigator, witness, or expert witness, including but not limited to investigator or witness fees, investigator or witness travel expenses, and/or lodging, and shall not cover court costs, bail, bonds, or expenses related to appeals, records, and transcripts, except as provided by membership plans which include Bail Bond Coverage and Private Investigator and Expert Witness Coverage.
- B. **Administration of Certain Legal Services Under the Agreement.** Certain legal services and benefits offered under or in conjunction with this Legal Service Contract may be administered by third parties. The Member acknowledges and agrees to such administration and waives prior notice, if any is required to be given to the Member by U.S. LawShield.
- C. **Marketing/Advertising/Promotional Fees.** The Member acknowledges and agrees that one or more third parties may receive compensation in connection with the marketing, sale, or advertising of this Legal Service Contract, including marketing or advertising fees, salaries, contract payments, facility lease payments, commissions and/or passive commissions as authorized by applicable statutes, laws, and rules.
- D. **Independence of Program Attorneys.** U.S. LawShield is not a law firm. All legal services are provided to the Member by Independent Program Attorneys. If the Member seeks coverage for a covered event under this Legal Service Contract, the Member will have an attorney-client relationship solely with the Independent Program Attorney and there shall be no interference with that attorney-client relationship by U.S. LawShield. This Legal Service Contract does not limit or impair the ability of the Member to address the conduct of an Independent Program Attorney with the attorney regulatory body of any jurisdiction in which the Independent Program Attorney maintains an office for the practice of law and legal services are provided hereunder ("State Bar"). All complaints about the legal services provided, professional misconduct, or claims based on the services provided, as the case may be, by an Independent Program Attorney, are required by this Legal Service Contract to be addressed solely with the Independent Program Attorney and the State Bar, if the Member so desires. The Member acknowledges that some owners, officers, or employees of U.S. LawShield may be licensed attorneys; however, such individuals are NOT Independent Program Attorneys under this Agreement, will not be providing legal services to the Member, and will not have an attorney-client relationship with the Member at any time.
- E. **Retaining Other Counsel.** The Member may at all times retain counsel other than the Independent Program Attorney provided under this Legal Service Contract, however the Member shall be responsible for all attorneys' fees, costs, and expenses of this different counsel and shall receive no reimbursement under this Legal Service Contract, monetary or otherwise.

- F. No Promises or Guarantees. U.S. LawShield and the Independent Program Attorney(s) make NO PROMISES OR GUARANTEES as to the outcome of any covered incident (past, current, or future). It is further expressly agreed and understood that no other representations have been made to the Member by U.S. LawShield and the Independent Program Attorney(s), except for those set out in this Legal Service Contract.

XI. THIRD-PARTY SERVICES

- A. The membership program with U.S. LawShield may include access to certain and/or additional products offered by third parties. To offer such other products to the Member, U.S. LawShield may have to disclose certain information about the Member to third parties. Unless the Member expressly opts out in writing, the Member consents to and authorizes U.S. LawShield to disclose member information to third parties, as necessary.
- B. Relationships, Transactions, Affiliations, and Interactions with Third Parties. U.S. LawShield will treat the Member's account information in a confidential manner. However, payment information or information necessary to establish or render a service or product offered in conjunction with this Legal Service Contract may be collected by a third-party entity and/or allocated to a third-party entity. Accordingly, the Member consents to and authorizes U.S. LawShield to disclose member information to third parties as necessary about the Member's account, membership, or the transactions, including, but not limited to, the following situations:
1. Any account inquiry;
 2. Any changes to account or membership status;
 3. When necessary for conducting transactions for services, including, but not limited to transactions conducted by a third party or to a third party;
 4. When necessary for adding, removing, or changing services;
 5. To verify the existence and condition of the account to a third party;
 6. To provide the Member with the legal services described in this Legal Service Contract; or
 7. To comply with governmental agency or court orders.
- C. U.S. LawShield may receive compensation from a third party which provides non-attorney related services to the Member as part of or in conjunction with the Member's membership with U.S. LawShield.
- D. If the Member decides to participate in any third-party service, the Member does so at the Member's own initiative, assumes all risk, and is solely responsible for compliance with applicable laws relating to the use of such service. U.S. LawShield does not warrant the accuracy, completeness, and/or validity of any products, services, or solutions provided by third parties, and is not responsible for any losses, errors, injuries, expenses, claims, attorneys' fees, or other damages, whether direct or indirect, caused by Member's use of, or reliance upon, such third-party services. U.S. LAWSHIELD IS NOT AFFILIATED WITH THE THIRD PARTIES AND WILL NOT PERFORM ANY SERVICES UNDER ANY AGREEMENT THE MEMBER HAS WITH A THIRD PARTY. THE MEMBER'S CONTRACT WITH A THIRD PARTY WILL BE SUBJECT TO THE THIRD PARTY'S TERMS AND CONDITIONS. NEITHER U.S. LAWSHIELD, NOR ANY INDEPENDENT PROGRAM ATTORNEY, PROVIDES ANY OF THE THIRD-PARTY SERVICES.
- E. Notwithstanding the foregoing, additional policies or contracts held by the Member, if any, are subject to specific policy terms and conditions contained in such policies or contracts.

XII. MISCELLANEOUS PROVISIONS

- A. Assignability. Where permitted by law, U.S. LawShield may transfer or assign any or all of its rights and obligations under the Legal Service Contract to any of its designated parties, whether natural person or legal entity, at any time, and without prior notice to the Member. In such circumstances, the transferee or assignee shall have the same rights and obligations of U.S. LawShield. If requested, the Member shall execute any relevant agreements and/or documents with respect to such transfer or assignment. The Member shall not have the right to assign any of its rights or obligations hereunder without the prior written consent of U.S. LawShield.
- B. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

- C. **Changes or Waivers Must Be in Writing.** Any change(s) or waiver(s) to any provisions of this Agreement must be in writing and signed by both parties. To be valid, a change or waiver in the Legal Service Contract must be approved by an executive officer of U.S. LawShield, and such change or waiver must be endorsed or attached to the Legal Service Contract.
- D. **Governing Law.** This Agreement shall be interpreted and construed exclusively in accordance with the laws of the State of Texas. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal and state courts located in Harris County, Texas.
- E. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- F. **Liberalization Clause.** If U.S. LawShield makes any change which broadens coverage under this Legal Service Contract without instituting any change in cost in accordance with the terms of this Agreement, such change(s) will automatically apply to the Member's Legal Service Contract as of the date U.S. LawShield implements such change(s).
- G. **Listed Members.** Coverage shall only be provided for identified Member and resident family members. U.S. LawShield may at all times require the identifications of such persons.
- H. **Notices.** All notices U.S. LawShield is required to give the Member under this Agreement, including transmission thereof, will be sufficient if provided to the Member electronically, including via email, to the Member's last known email address, or by any other acceptable electronic medium, or by facsimile to the Member's last known facsimile number, or furnished in writing and sent by mail to the Member's last known address, without further authorization. For notices U.S. LawShield is required to give the Member under this Agreement, proof of transmission or mailing will be sufficient proof of notice. All notices the Member is required to give U.S. LawShield under this Agreement will be sufficient if sent by certified mail to the principal office of U.S. LawShield and to the attention of the Legal Department, located at 1020 Bay Area Boulevard, Suite 220, Houston, Texas 77058.
- I. **Prior Agreements Superseded.** This Agreement constitutes the entire Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
- J. **Subrogation Rights.** There are no subrogation rights under this Legal Service Contract.
- K. **Successors and Assigns.** This Agreement is binding upon the Member's heirs, executors, administrators, and other legal representatives and will be for the benefit of U.S. LawShield and its successors and assigns.
- L. **Rates.** The rates in effect are valid for the initial twelve months of a Member's membership. Thereafter, the rates may be subject to change upon renewal of the Legal Service Contract on each anniversary of the Effective Date.
- M. **Resolution of Disputes/Arbitration.** Most concerns can be resolved quickly and satisfactorily by contacting our customer care department at (877) 448-6839. However, should any complaints, claims, causes of action, suits, disputes, or any other legal assertions between the Member and U.S. LawShield or any of its employees, agents, owners, officers, directors, successors, or affiliates arise out of or under the Legal Service Contract, directly or indirectly, that cannot be resolved through informal methods, such complaint, claim, cause of action, suit, dispute, or other legal assertion shall be and must be submitted to binding arbitration in Harris County, Texas, pursuant to the terms and provisions of the American Arbitration Association ("AAA"). The Member expressly waives the right to proceed with any legal action, including a jury trial, change of venue, or other legal proceeding, and affirmatively elects to forego pursuit of all legal remedies, whether in law or in equity, in favor of an arbitration proceeding described herein. **THE MEMBER SPECIFICALLY WAIVES THE RIGHT TO PROCEED WITH A CLASS ACTION OR A CLASS-WIDE ARBITRATION, AND EXPRESSLY WAIVES THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.**

- N. Waiver of Breach or Violation Not Deemed Continuing. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

U.S. Law Shield of Georgia, LLC, a Georgia limited liability company, offers this Legal Service Contract in the State of New Jersey and conducts business as a prepaid legal plan under the name U.S. Law Shield of New Jersey. This Legal Service Contract is not an insurance contract or policy.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, THAT YOU UNDERSTAND ALL OF ITS TERMS, THAT ALL AGREEMENTS BETWEEN YOU AND COMPANY RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT, AND THAT YOU HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE UPON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH YOUR PRIVATE LEGAL COUNSEL.

LEGAL SERVICE CONTRACT PRICING

“Defend” Legal Service Contract Price

The Legal Service Contract you have purchased is the “Defend” Legal Service Contract. This is the pricing for your contract:

Defend*: \$419.40/year or \$34.95/month

Coverage Plan Options**

Optional coverages are available at the following pricing:

Discover: \$299.40/year or \$24.95/month**

Explore: \$419.40/year or \$34.95/month**

Defend: \$419.40/year or \$34.95/month

***There is a one-time start-up fee of \$24.95 upon sign-up, which includes a New Member Packet.**

****A secondary member may be added to any qualifying plan for \$239.40/year or \$19.95/month. The eligible secondary member must be age eighteen (18) or older and live in the same household as the primary member. The secondary member shall be entitled to the same legal services and benefits described herein and subject to the same limitations and exclusions provided in this Legal Service Contract.**