

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

I. DEFINITIONS

- A. “Effective Date.” The effective date of the legal services and benefits provided herein is thirty (30) days after the date and time the person tenders the appropriate consideration and becomes a Member, unless an additional fee is paid by the Member to expedite coverage eligibility (“expedited coverage eligibility fee”). If such fee is paid, the effective date of the legal services and benefits provided herein is the date and time the person becomes a Member. For an eligible secondary Member or minor child, the Effective Date is thirty (30) days after the date and time the Member adds such secondary Member or minor child to the Member’s EmergencyShield plan. If an expedited coverage eligibility fee is paid for the secondary Member or minor child, the effective date of the legal services and benefits provided herein is the date and time the minor child is added to the Member’s plan. For pricing and costs, please refer to the Legal Service Contract Pricing section herein.
- B. “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.
- C. “Legal Emergency Matter.” A situation involving facts, circumstances, actions, or allegations arising from circumstances occurring after the Member enrolled in the service, and where: the Member earnestly and reasonably believes criminal authorities (*e.g.*, law enforcement, including police, constable, sheriff, *etc.*) have already, or may intervene imminently; the Member earnestly and reasonably believes that immediate legal counsel is required to advise the Member about potential civil or criminal matter or liability for such Member; or the Member earnestly and reasonably believes that immediate legal counsel is required to preserve such Member’s civil or criminal liability against a third party. Such Legal Emergency Matter includes the period immediately following the Time of the Legal Emergency Matter (defined below), for up to 72 hours. “Legal Emergency Matter” specifically excludes situations arising primarily from business- or commercial-related matters.
- D. “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.
- E. “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.
- F. “Time of the Legal Emergency Matter.” The latter of: (1) the time of the facts and events giving rise to the Legal Emergency Matter; (2) the time that Member first discovers or learns of the facts and events giving rise to the Legal Emergency Matter; or (3) the first occurrence of the Member or Member’s representative contacting U.S. LawShield regarding the Legal Emergency Matter and speaking to an Independent Program Attorney, pursuant to the terms of this Agreement. The Member is obligated and required to promptly notify U.S. LawShield of any Legal Emergency Matter which may be eligible for coverage under EmergencyShield.

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 Member with an Independent Program Attorney for any incident covered by this Legal Service Contract. U.S. LawShield shall offer the Legal Service Contract in the State of New Jersey. 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 (defined above). The initial term of this Agreement is twelve (12) months from when the Member tenders the appropriate consideration and becomes a Member.
- B. **THE TERM OF THIS LEGAL SERVICE CONTRACT SHALL AUTOMATICALLY RENEW AND EXTEND FOR TWELVE (12) MONTHS ON EACH ANNIVERSARY OF THE DATE ON WHICH THE MEMBER TENDERED THE APPROPRIATE CONSIDERATION AND BECAME A MEMBER, UNLESS THE LEGAL SERVICE CONTRACT IS LAWFULLY TERMINATED PURSUANT TO THE TERMS OF THIS AGREEMENT.**
- C. The legal services and benefits described herein shall be available to the Member, other listed secondary Member, and such Member's minor child, if the Member selects and tenders separate consideration for a secondary Member and/or each minor child added to the EmergencyShield plan. An eligible secondary Member must be age eighteen (18) or older and live in the same household as the primary Member. 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. If applicable, the secondary Member and/or minor child shall be entitled to the same legal services and benefits described herein and subject to the same limitations and exclusions provided in this Agreement.
- D. Thirty (30)-Day Activation Period. **Coverage begins thirty (30) days after purchase:** the Effective Date for coverage eligibility (*i.e.*, when a Member, secondary Member, or minor child has access to and is entitled to the legal services and benefits described in this Agreement) is thirty (30) days after the date and time such individual tendered the appropriate consideration and became a Member, secondary Member, or minor child, unless an additional expedited coverage eligibility fee(s) was tendered to expedite coverage eligibility to the date and time the Member became a Member and/or the date and time the applicable secondary Member or minor child was added. The expedited coverage eligibility fee may be tendered upon sign-up or at any time during the initial thirty (30)-day period.

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. A hotline maintained and answered 24/7/365 for an emergency that involves a Legal Emergency Matter eligible for coverage. The hotline may be accessed by calling the hotline number provided to the Member on the membership card and/or mobile application. Access to an Independent Program Attorney for any Legal Emergency Matter may also be available via other electronic means, dependent upon availability and technical and capabilities of the parties.
- B. Unlimited legal consultation regarding and during the Legal Emergency Matter and the succeeding 72-hour period.
- C. 24/7/365 Access to an Independent Program Attorney for consultation and assistance in a covered Legal Emergency Matter under the following terms and conditions:
 - 1. If the Member is in imminent prospect of being interviewed, questioned, detained, or arrested by police or governmental authorities.
 - 2. If the Member is arrested, detained, or taken into custody, such Member may receive representation by an Independent Program Attorney at the Member's initial bail hearing at no additional cost. With respect to the

bail hearing, the Independent Program Attorney will consult with the Member, and/or their representative, regarding appropriate representation during the hearing, if possible; and after such consultation, an Independent Program Attorney will be provided if requested, reasonably necessary, and such representation is possible depending upon the existing circumstances. The Member acknowledges and understands that, despite the best efforts of an Independent Program Attorney, representation at a bail hearing may not be feasible, for example, depending upon the matter, scheduling, location, jurisdiction, or timing the Legal Emergency Matter was reported.

3. The Independent Program Attorney(s) will provide consultation and assistance in stabilizing the covered Legal Emergency Matter for up to 72 hours from the time of the Time of the Legal Emergency Matter. For purposes of this Agreement, “stabilizing” the Legal Emergency Matter refers to legal consultation and/or guidance from an Independent Program Attorney, as reasonably necessary, regarding the Legal Emergency Matter (*e.g.*, advising the Member on the invocation and preservation of such Member’s rights and or navigating the immediate Legal Emergency Matter).
- D. After any consultation, assistance, guidance, and/or bail hearing representation described in Section IV(C)(1)-(3), the Member will have access to an Independent Program Attorney for advice regarding the evaluation of legal options for further proceedings.
- E. **Consultation and, if applicable, any representation described herein by the Independent Program Attorney will terminate after the Legal Emergency Matter. In no event will such consultation and representation extend beyond 72 hours from the Time of the Legal Emergency Matter.** This 72-hour period shall be extended 24 hours (for a total of 96 hours) for any Legal Emergency Matter where any portion of the 72-hour period includes a Federal holiday, as defined in 5 U.S.C. § 6103, or a comparable state holiday on which all state and local government and court offices are closed. The Member acknowledges and expressly agrees that such consultation and representation will be limited solely to the particular legal matter constituting the Legal Emergency Matter, and no others. In the event that the Independent Program Attorney enters an appearance in any legal proceeding during the Legal Emergency Matter, the Member agrees to consent to the withdrawal of the Independent Program Attorney after any hearing described herein.
- F. Multi-State Coverage. The Member is entitled to the same legal services and benefits described hereunder for all fifty (50) states and the District of Columbia. Multi-State Coverage applies to all legal services and benefits described herein, and is subject to the same limitations and exclusions provided in this Agreement.
- G. Optional Minor Child Coverage. If the Member selects and tenders separate consideration per minor child, that minor child shall be entitled to legal services and benefits described herein in the event such minor child is involved in a Legal Emergency Matter. 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. A minor child is a Member who is subject to the same limitations and exclusions provided in this Agreement.
- H. The Member may also receive:
1. Periodic updates on topics relating common legal issues faced by New Jersey residents;
 2. A membership card with a unique member number and emergency hotline telephone number;
 3. Access to a Member Portal, an exclusive online account that gives the Member access to the Member account information, perks and benefits; and
 4. Access to a mobile application, along with the ability to sign up for access to select U.S. LawShield events, 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. This Legal Service Contract specifically excludes all legal services and benefits pertaining to or arising out of business and commercial matters.

- B. Pursuant to the terms of this Legal Service Contract, it is expressly understood that consultation and, if applicable, any representation described herein by the Independent Program Attorney will terminate after the Legal Emergency Matter. In no event will such consultation and representation extend beyond 72 hours from the Time of the Legal Emergency Matter, unless such 72-hour period is extended pursuant to the terms of this Agreement.
- C. Many Legal Emergency Matters cannot be resolved, evaluated, or fully analyzed by an Independent Program Attorney during an initial phone call. Many issues will require research, further meetings, and analysis, and accessing resources that may not be available outside of normal business hours. The timing, scheduling, and coordination of legal services during the Legal Emergency Matter are within the sole discretion of the Independent Program Attorney and based on such Program Attorney's professional judgment, knowledge, and experience.
- D. Upon the conclusion of the Legal Emergency Matter or such 72-hour period, it is expressly understood that the Member will not have the option to retain the Independent Program Attorney(s) in subsequent legal proceedings or for subsequent legal services related to the Legal Emergency Matter. If applicable, the Member may receive advice from the Independent Program Attorney regarding the evaluation of legal options for further proceedings; and, if permissible under the rules of the applicable State Bar (defined below), may receive referral(s), if applicable, from the Independent Program Attorney regarding legal representation options for further proceedings.
- E. Pursuant to the terms of this Legal Service Contract, it is expressly understood that, despite the best efforts of an Independent Program Attorney, representation at a bail hearing may not be feasible, for example, depending upon the matter, scheduling, location, jurisdiction, or timing the Legal Emergency Matter was reported.
- F. **This Agreement provides no benefit for any legal proceeding filed, commenced, or existing prior to the Effective Date of this Legal Service Contract or after its termination (legal proceedings include, but are not limited to, lawsuits, criminal charges, governmental or administrative proceedings, and court proceedings and appeals thereof).**
- G. 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) is specifically excluded. No reimbursement or replacement, monetary or otherwise, shall be made to the Member for or regarding any lost, stolen, damaged, or otherwise defective property.
- H. 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.
- I. 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.
- J. Neither U.S. LawShield, nor any Independent Program Attorneys, will have an obligation under this Legal Service Contract to provide consultation or, if applicable, legal representation to a Member if the Member fails to notify U.S. LawShield of any Legal Emergency Matter as soon as practicable after coming aware of such Legal Emergency Matter.
- K. Neither U.S. LawShield nor the Independent Program Attorney will provide consultation, render assistance, or, if applicable, provide legal representation to a Member under the Legal Service Contract if such assistance or representation would be illegal or contrary to public policy.
- L. **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:
 - 1. Nonpayment;
 - 2. A material misrepresentation by the Member to U.S. LawShield;
 - 3. A substantial breach of a duty by the Member; or
 - 4. 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)(2) or (D)(3), 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 a Legal Emergency Matter, or any additional incident requiring legal consultation or representation has occurred during such 31-day period.
- F. Upon turning the age of eighteen (18), a minor child previously covered under this Legal Service Contract shall have a 31-day grace period to become a Member, with full rights and benefits, as either a Member under their own plan or, if eligible, a secondary Member, provided their membership was not terminated pursuant to Section VIII(D)(2) or (D)(3), above, and provided they remit to U.S. LawShield within a 31-day period all fees necessary to activate their own plan or, as eligible, secondary membership. Such individual (and/or the Member) may also enroll in the Legal Defense for Self Defense[®] Program under a qualifying membership plan of their choice at the applicable price by contacting U.S. LawShield at (877) 448-6839, visiting uslawshield.com, or utilizing the U.S. LawShield mobile application.

IX. DUTIES OF MEMBER

- A. The Member has a duty to promptly notify U.S. LawShield when an incident involving a Legal Emergency Matter, 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 any consultation and, if applicable, all legal proceedings related to a Legal Emergency Matter, or any additional incident described herein, including but not limited to the appearance on behalf of Member at any legal proceeding, 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 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 consultation from and, if applicable, 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 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 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 legal representation beyond that specifically noted herein, 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.
- B. **Transfer of Information.** Upon conclusion of the Legal Emergency Matter or the subsequent 72-hour period, the Independent Program Attorney will deliver the Member's file (other than the Independent Program Attorney's personal notes, briefs, and work product that such Independent Program Attorney elects to retain), if any, upon request by such Member to the Member.
- C. **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.
- D. **Marketing/Advertising/Promotional and Fees.** The Member acknowledges and agrees that U.S. LawShield may contact the Member via the phone number provided by the Member, including by mobile message, for reasons that include, but are not necessarily limited to, the Member's account, billing, coverage, claims, and other service-related matters. The Member further 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.
- E. **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.

- F. **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.
- G. **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. Comments made by the Independent Program Attorney(s) about a Member's matter, including the anticipated outcome thereof, if any, are expressions of opinion only.

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, if applicable, identified secondary Member and/or minor child or minor children. 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 date and time the Member tendered the appropriate consideration and became a Member.

- 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

“EmergencyShield” Legal Service Contract Price

The Legal Service Contract you have purchased is the EmergencyShield Legal Service Contract.* This is the pricing for your contract:

One Adult*:	\$19.95/month or \$239.40/year
Second Adult**:	\$19.95/month or \$239.40/year
Minor child (each)***:	\$14.95/month or \$179.40/year

Coverage Plan Options**

Optional coverage plans are also available at the following pricing. For more information, please contact U.S. LawShield at (877) 448-6839, visit uslawshield.com, or utilize the U.S. LawShield mobile application.

Discover:	\$299.40/year or \$24.95/month**
Explore:	\$419.40/year or \$34.95/month**
Defend:	\$419.40/year or \$34.95/month

*Coverage eligibility commences thirty (30) days after the date and time an individual tenders the appropriate consideration and becomes a Member. There is an optional one-time expedited coverage eligibility fee of \$49.95 per Member and, if applicable, secondary Member and/or minor child, payable upon sign-up or at any time during the initial thirty (30)-day period, which immediately provides access to the legal services and benefits of the EmergencyShield plan, pursuant to the terms herein, from the date and time such individual becomes a Member. If a secondary Member or minor child is added at a later date, coverage eligibility for such secondary Member or minor child commences thirty (30) days after the date and time the secondary Member or minor child is added, unless such expedited coverage eligibility fee is also tendered upon sign-up or at any time during the initial thirty (30)-day period.

**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 and subject to the same limitations and exclusions described in this Legal Service Contract.

***An eligible 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. A minor child may not have an independent plan and may only be added to the Member’s plan. An eligible minor child shall be entitled to the same legal services and benefits and subject to the same limitations and exclusions described in this Legal Service Contract.