

## **LEGAL SERVICE BENEFIT CONTRACT**

This is a contract by and between Firearms Legal Protection, LLC, a Texas Limited Liability Company (also referred to as "FLP"; "our"; "we"; or "us") and the Primary Member, \_\_\_\_\_, (also referred to as "you" or "your"), for the Legal Services Benefit and Other Benefits described herein. Along with the Terms of Use that govern your use of the FLP website, this contract ("Contract") constitutes a legal agreement between you and FLP detailing the Legal Services Benefit and Other Benefits provided under this Contract. By enrolling and paying the required fee you accept the terms of this Contract. Please read this Contract carefully.

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions.**

For the purposes of this Contract, the following definitions apply:

"Applicable Law" – means all federal, state and local laws, rules and regulations applicable to the possession or use of a Legal Weapon or Illegal Weapon, Use of Weapon Incident, or the Legal Services Benefit and Other Benefits provided under this Contract.

"Contracting Attorney" – means a licensed attorney with whom we contract to provide the Legal Services Benefit under this Contract.

"Facilitate" or "Facilitation" – means coordinating the obtaining of benefits from federal, state or local governmental entities via phone, fax or email on behalf of a Member involved in a Use of Weapon Incident. Facilitation of benefits by us does not guarantee an award of any benefits from any government entity. A Member's failure to assist us in any Facilitation will waive the Member's right to claim benefits that require Facilitation by us.

"Firearm" – means a weapon designed to expel a projectile, as defined by Applicable Law which a Member Legally Possesses at the time and place of a Use of Weapon Incident.

"Illegal Weapon" means any object recognized by Applicable Law as illegal to possess or use.

"Legally Possesses" – means possession that is in strict compliance with Applicable Law.

"Legal Services Benefit" – means legal services described in Sections 2.1 and 2.2 below and provided by a Contracting Attorney to a Member arising from a Use of Weapon Incident.

"Legal Weapon" means a weapon that is recognized by Applicable Law as legal to possess or use. For the purposes of this Agreement, a Legal Weapon does not include any part of the human body, such as head, fingers, hands, fists, elbows, knees, legs, feet or toes.

"Member" – If your subscription hereunder is for an individual plan, Member means the Primary Member who purchased the Contract. If your subscription is for a premium family plan, then Member means the Primary Member, the Primary Member's spouse, and any minor children under the age of eighteen years who are permanent residents in the Primary Member's home at the time of a Use of Weapon Incident.

"Other Benefits" – means the other benefits described in Section 2.3 below.

“Primary Member” – means the principal individual listed in our records on the Effective Date of this contract and at the time of a Use of Weapon Incident.

“Physical Force” – means the projection of force delivered by direct contact between two persons and which does not involve a Legal or Illegal Weapon.

“Self-Defense” – means an act of self-defense as defined by Applicable Law when a Use of Weapon Incident arises out of a Member’s fear of severe bodily injury or death, according to Applicable Law.

“Use of Weapon Incident” – means any incident where a Member either displays or utilizes any Legal Weapon, including a Firearm, for the purpose of using the Legal Weapon in Self-Defense or as a weapon to address a threat of serious bodily harm to a Member or others, or the protection of Member’s lawfully owned or possessed property, but only to the extent the use of the Legal Weapon in that manner is allowed by Applicable Law. A Use of Weapon Incident does not include any event or incident caused by the application or use of Physical Force.

### 1.2 Acceptance.

We reserve the right to accept or refuse any Member’s right to benefits in this Contract. We will give you written notice of our acceptance or rejection of your application.

### 1.3 Effective Date.

The Effective Date for the Contract described herein for a Primary Member shall be at the time your subscription hereunder has been accepted and approved by us in writing and the applicable fees are paid in accordance with payment terms prescribed by us. The Effective Date for a Member other than the Primary Member shall be the date and time at which we accept and approve such Member in writing and all amounts owing for you and any additional Member are paid in accordance with payment terms prescribed by us.

### 1.4 Deductibles or Copayments.

There are no deductibles or copayments under this Contract.

### 1.5 Subrogation Rights.

FLP retains all subrogation rights, whether in equity or law. If FLP chooses to exercise its subrogation rights, you agree to cooperate fully with FLP in the processing or prosecuting of these subrogation rights.

## **2. LEGAL SERVICES BENEFIT and OTHER BENEFITS**

The following Legal Services Benefit and Other Benefits will be provided to a Member in the event a Use of Weapon Incident occurs in the state the Member is a resident, and other states to the extent allowed by Applicable Law, during the term of this Contract. A request for Legal Services may be initiated by calling our office at 1-844-357-9400 or by email to [members@firearmslegal.com](mailto:members@firearmslegal.com).

### 2.1 Legal Services.

We will provide a Member the Legal Services Benefit described in this Section 2.1 by a Contracting Attorney for a criminal investigation or proceeding or civil lawsuit arising from a Use of Weapon Incident. This legal representation shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction. This Legal Service Benefit pays the legal fees of the Contracting

Attorney. It does not include court costs, court reporter fees or other fees, costs or expenses. It does not include appeal of a trial court's judgment nor any legal fees or other costs associated therewith. Nothing in this Contract shall be construed to limit the right of a Member to retain, at his or her own expense, an additional attorney to advise or represent the Member.

## 2.2 Legal Services Hotline.

A Member may call the legal services hotline in the event of a Use of Weapon Incident for legal advice by a Contracting Attorney following a Use of Weapon Incident. That emergency legal services hotline is 1-844-357-4911. The legal services hotline is only to be used in the event of a Use of Weapon Incident by a Member; it is not to be used for any other purpose. Your credit card or alternative method of payment will be charged and you agree to pay us \$50.00 if you or a Member contact the legal services hotline for any reason other than a Use of Weapon Incident by a Member.

Do not call the legal services hotline from a phone with a blocked number, as it will be more difficult to verify you as a Member; and, should the call be interrupted by a phone or provider issue, we may not be able to call you back.

## 2.3 Other Benefits.

In the event of a Use of Weapon Incident, the following Other Benefits may be available if a premium individual or premium family plan is chosen and additional consideration paid for by the Primary Member:

### 2.3 (a) Expert Witness/Investigator Fee.

If the Contracting Attorney determines a necessity for an expert witness or investigator, we will pay up to a total of \$5,000 towards expert witness fees and expenses in the event any Court is requested, but fails to authorize a grant, benefit or award resulting in any federal, state or local government funding of expert witness fees and expenses pursuant to Applicable Law (the "Expert Benefits"). The Contracting Attorney will be authorized to request from the court Expert Benefits on the Member's behalf, and shall submit or request Expert Benefits during the course of the Member's representation in accordance with local practice and procedure. A determination by the Court denying federal, state or local government Expert Benefits must be provided to us prior to any payments from us for this Benefit. The Contracting Attorney will engage the expert witness or investigator pursuant to standard terms of engagement we will provide and be selected from our list of approved providers. The expert witness fees, costs and expenses covered hereunder are exclusively for an expert to testify in his or her area of expertise to allow the finder of fact to determine the reasonableness and justification of the Use of Weapon Incident by the Member under Applicable Law. The Member may employ any other expert witness or investigator; however, the Member will be responsible for the corresponding fees, costs and expenses.

### 2.3 (b) Bail Bond.

We will pay the premium for a bail bond from a licensed bail bond service for a bail bond with a face value up to \$250,000. The Member will be responsible for meeting all other requirements to obtain a bond, including requirements for a bond of any larger size. Neither FLP nor the Contracting Attorney agrees to act as surety for the Member.

### 2.3 (c) Lost Wages.

We will Facilitate on your behalf any claim or request for the payment to a Member of wages that the Member lost arising out of the time that a Member is required by a court or tribunal to attend trial regarding a Use of Weapon Incident. The Member must provide proof of lost wages. If we are unable to Facilitate such a benefit, then we will pay the Member up to \$300 a day for lost wages, up to a maximum of \$1,500.

2.3 (d) Incident Scene Clean Up.

We will Facilitate on your behalf the clean up of any biological hazards (i) at a Member's place of residence if the residence was the scene of a Use of Weapon Incident, or (ii) away from a Member's residence if the Member is legally responsible for cleaning up biological hazards at the scene of a Use of Weapon Incident. If we are unable to Facilitate such a benefit, then we will pay on behalf of the Member for the reasonable and necessary cleaning of biological hazards at a Use of Weapon Incident up to a maximum of \$2,500.

2.3 (e) Firearm Confiscation.

In the event a Member's Firearm is confiscated by law enforcement as a result of Use of Weapon Incident, we will pay for a replacement Firearm up to \$1,000. To obtain this benefit, the Member must first take all necessary steps under Applicable Law to seek recovery of the Firearm in a timely manner. If it becomes reasonably apparent that the Firearm will not be returned by the authorities within one year of the Use of Weapon Incident, we will pay the Member the fair market value of the confiscated Firearm at the time of confiscation up to a maximum of \$1,000, excluding custom modifications and accessories. We will not pay for a Member's costs, fees or expenses to recover the Firearm.

### 2.3 (f) Multi-state Coverage

We will extend the Legal Services Benefit and Other Benefits to the Member in other states to the extent allowed by Applicable Law in the event a Use of Weapon Incident occurs outside of the state the Member is a resident, during the term of this Contract. All other Limitations and Exclusions contained in the Contract are applicable.

### 2.3 (g) Counseling Benefit

If requested by the Member involved in a Use of Weapon Incident or the Member's Contracting Attorney, we will Facilitate mental health counseling services for the Member in regard to the Member's involvement in a Use of Weapon Incident. If we are unable to Facilitate such a benefit, then we will pay for the Member's requested mental health counseling services up to \$125 per counseling session, subject to a maximum benefit for all Members of \$2,500. For this benefit to apply, all mental health counseling services must be performed by a licensed psychiatrist, psychologist or social worker. No benefits are provided for any other medical or counseling services, including medications.

We may, in our discretion, also provide you, at no cost to you, with periodic updates on topics affecting Firearm owners, educational material concerning Firearm ownership and Applicable Laws, and a membership card noting an identifying number unique to each Member along with our business telephone number, e-mail address and the legal services hotline telephone number.

## **3. LIMITATIONS AND EXCLUSIONS**

### 3.1 Time of Incident.

This Contract provides no Legal Services Benefit or Other Benefits for any Use of Weapon Incident that occurs prior to the applicable Effective Date or after termination of this Contract.

### 3.2 Excluded Conduct.

This Contract provides no benefits:

- (i) for any conduct by a Member unless such conduct is directly related to a Use of Weapon Incident by the Member;
- (ii) for a Use of Weapon Incident by a Member that occurs during, arises out of, or is incident to the commission of any crime or unlawful activity by such Member;
- (iii) for a Use of Weapon Incident in any location where possession of a Firearm is prohibited by Applicable Law;
- (iv) for use of Physical Force;
- (v) for any Use of Weapon Incident that includes negligent or unintended discharges or displays of a Firearm; or
- (vi) for a Use of Weapon Incident that occurs when the Member is intoxicated, under Applicable Law.

### 3.3 Commercial Use Excluded.

This Contract provides no Legal Services Benefit or Other Benefits for a Use of Weapon Incident related to a Member's scope of employment or work, including, but not limited to work as a peace officer, security guard or private investigator. The Contract will provide the Legal Services Benefit or Other Benefits to peace officers, security guards and private investigators who have a Use of Weapon Incident that is not related to their work or employment.

### 3.4 Family Violence Exclusion.

This Contract provides no Legal Services Benefit or Other Benefits for any incident, including but not limited to a criminal investigation or prosecution, arising from the Use of Weapon by a Member against that Member's current or former family member, household or dating relationship as defined by Applicable Law.

### 3.5 Appeals Exclusion.

This Contract does not provide Legal Services Benefit or Other Benefits for any criminal or civil appeals in any courts of appeal or other tribunal.

### 3.6 Costs & Fee Exclusion.

This Contract only provides for the Legal Services Benefit and Other Benefits specified herein. It does not provide payment or indemnification for court costs, court reporter fees or costs, videography, civil or criminal penalties and fines, sanctions, polygraphs, filing fees, transcription, records cost or other costs, fees or expenses. This Contract does not provide for the payment of a Member's costs, fees or expenses regarding efforts to recover a Firearm.

## **4. REQUIREMENTS OF MEMBERS**

To obtain services or benefits under this Contract, Members must comply with the following provisions:

### 4.1 Forty-Eight (48) Hour Notice.

A Member must notify us within 48 hours of a Use of Weapon Incident by a Member. Failure to notify us within this timeframe will relieve us of any and all obligation to provide a Legal Service Benefit or Other Benefits.

### 4.2 Cooperation.

A Member must fully cooperate with the Contracting Attorney in the Member's defense at all times. Member must inform the Contracting Attorney of any notification or service of process issue(s) in a timely manner, but no later than 48 hours after receipt as well as attend any and all court dates, court hearings, and other official appearances in connection with criminal charges or a civil action brought in connection with a Use of Weapon Incident. The Member must keep all appointments with the Contracting Attorney and, if an unexpected event occurs that prevents keeping an appointment, the Member must immediately notify the Contracting Attorney.

### 4.3 Address Changes.

You must promptly inform FLP and, if a Contracting Attorney has been assigned, the Contracting Attorney of all changes in your home address, e-mail address and telephone number. Failure to notify us of these changes may affect your case.

## **5. TERM, PAYMENT, RENEWAL AND TERMINATION**

### 5.1 Term of This Contract.

This Contract shall be for a term of one year from the Effective Date and will renew for successive one year terms unless terminated sooner.

### 5.2 Billing and Payment of Fees.

For us to approve and accept you as a Primary Member under this Contract, your valid credit card information is required at the time of purchase. You will be charged in accordance with the billing terms in effect at that time. You may pay the annual fee in advance or pay on a monthly basis, and your credit card will be charged accordingly. If you add family members after the initial Effective Date, the associated costs and fees will be prorated and charged for the remaining term. If you do not make a monthly payment or the required payment on automatic renewal, you will have a grace period of thirty-one (31) days to make that payment.

### 5.3 Automatic Renewal Unless Terminated.

Unless terminated by you or us, this Contract will renew automatically at the end of the initial one year term and at the end of each one year term thereafter. You will be charged in accordance with the billing terms in effect at the time of renewal.

### 5.4 Cost and Fee Adjustments.

We may change the cost and fees this Contract at the end of its one year term.

If you attended a class or presentation that provided for a “price lock” on your membership fee, there will be no increases to your costs or fees for the prescribed “price lock” term.

### 5.5 Termination by FLP.

(a) Whether you elect to pay the full annual fees in advance or on a monthly basis, this Contract will not be effective until the fees are processed with a valid credit card. If you fail to make any payment to us promptly when due, including but not limited to, a monthly payment or payment to automatically renew, this Contract will terminate as of the payment due date, provided, however, you will have a grace period of thirty-one (31) days to make the required payment. If you make the required payment within that time, we will reinstate this Contract as of the original payment due date.

(b) We may also terminate this Contract at any time by giving you not less than five (5) days’ written notice to the home address or email address of record for your account. In that event, we will refund any unearned costs or fees paid by you and received by us on a pro rata basis. Provided however, if we terminate this Contract while a Legal Services Benefits or Other Benefits for a Use of Weapon Incident are pending, we will continue to provide and pay for those benefits for that Use of Weapon Incident. Notwithstanding the prior sentence, we may terminate this Contract immediately, with no further obligation of FLP, if you materially fail to cooperate with the Contracting Attorney.

(c) We are not required to give notice of cancellation if the Contract is canceled because of nonpayment, a material misrepresentation by the Member to FLP, or a substantial breach of a duty by the Member.

### 5.6 Termination by Primary Member.

(a) You may terminate this contract within seven (7) days of the date you receive this contract if you are not satisfied with this Contract. Any costs or fees paid hereunder by you and received by us will be refunded to you provided you have not sought or received a Legal Service Benefit or Other Benefits specified in Section 2 at any time during the term of this Contract prior to termination. This Contract will then be void from the beginning as if it had never been entered into with no duty or obligation owing from either you or us.

(b) You may also terminate this Contract at any time or remove family members by giving us thirty-one (31) days' advance written notice. Any unearned costs or fees paid hereunder by you and received by us will be refunded to you on a prorated basis.

(c) FLP is not required to provide notice of cancellation under 5.6(a) or 5.6(b).

### 5.7 Effect of Termination.

In the event of termination hereunder by either you or us, this Contract will cancel on the effective date of termination and shall have no further force or effect (unless we are required to provide a Legal Services Benefits or Other Benefits for a pending Use of Weapon Incident).

## **6. MISCELLANEOUS PROVISIONS**

### 6.1 Coverage Territory.

The Legal Service Benefit and other benefits as applicable under this Contract are available only for a Use of Weapon Incident by a Member in the state in which the Member is a resident unless section 2.3(f) is applicable.

### 6.2 Notices.

If you are required to give us written notice under this Contract, you may provide this:

- (i) by e-mail to [members@firearmslegal.com](mailto:members@firearmslegal.com); or
- (ii) by U.S. Mail to Firearms Legal Protection, LLC, 13455 Noel Road, Suite 2100, Dallas, Texas 75240.

These notices will be effective upon receipt by us.

If we are required to give you written notice under this Contract, we can send it by U.S. Mail to your home address or e-mail address we have on record for your account. These notices will be effective when sent by FLP.

### 6.3 Contracting Attorneys.

Contracting Attorneys providing professional services for Members under the terms of this Contract are not agents or employees of FLP. Any Contracting Attorney who renders professional services to you under this Contract is required to maintain the attorney-client relationship with you, and is solely responsible to you for all professional services provided. It is within the discretion of the Member and the Contracting Attorney to determine how claims or defenses pertaining to a Use of Weapon Incident by a Member are to be handled. FLP will not influence or attempt to affect the rendering of a professional service of the Contracting Attorney. Neither FLP nor the Contracting Attorney guarantees the outcome of any legal proceeding.



#### 6.4 Waiver.

Both the Member and FLP waive the right to seek punitive, treble, exemplary or consequential damages for any claim arising out of this Contract.

#### 6.5 Complaints and Grievances/ARBITRATION REQUIRED.

If a Member has a complaint or grievance arising out of this Contract, the Member shall call our Customer Service Center or send us an e-mail to tell us about this. The Member and FLP will cooperate in good faith to resolve the dispute. If the dispute cannot be resolved by this method, within thirty (30) days of Members' notice to FLP hereunder, the parties agree to jointly select and pay a mediator to help resolve it. If no timely resolution of the dispute occurs through mediation, the dispute shall be resolved by binding arbitration to be held in Dallas County, Texas, and administered by the American Arbitration Association with one arbitrator in accordance with its Consumer Arbitration Rules. Any party may demand the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **YOU WAIVE THE RIGHT TO PROCEED WITH ARBITRATION IN THE NATURE OF A CLASS ACTION OR A CLASS-WIDE ARBITRATION, AND EXPRESSLY WAIVE THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.**

#### 6.6 Not Insurance.

This Contract is not a contract of insurance or indemnification of any kind. FLP is not an insurance company. FLP is not a law firm. FLP does not provide any Legal Services. Only an attorney can provide Legal Services.

#### 6.7 Repayment Rights.

In the event of any material breach of this Contract by you, you agree to repay us any and all amounts paid by us on your behalf within ten (10) days of written demand from us to you. If you fail to repay any amounts demanded hereunder, we may exercise all rights and remedies available at law or in equity including seeking the recovery of reasonable attorney's fees and costs.

#### 6.8 Insurance Coverage-Other Sources.

In the event a Member has insurance or other coverage or benefits such as employer, union or association provided benefits that provide coverage or other benefit to pay for services identical or substantially similar to the Legal Services Benefit or Other Benefits described herein, that coverage or other benefit shall be primary and the payments for the Legal Services Benefit and Other Benefits hereunder shall be excess of and secondary thereto. You agree to provide us information about any such coverage or benefits that we reasonably request, including copies of any applicable insurance policies, and assist us in the event of an attempt to recover such benefits. We will be entitled to seek a recovery from any potential source of any funds in order to recoup amounts we spent on a Member's behalf under this Contract.

#### 6.9 Member Bound/Contract Not Assignable.

Each Member afforded benefits under this Contract is bound by the terms of this Contract. This Contract and the Legal Services and Other Benefits provided hereunder are not assignable by you or any other Member.

#### 6.10 Entire Agreement/Changes to This Contract.

This Contract contains the entire agreement between you and FLP. No changes to this Contract are valid until the change has been approved by an executive officer of FLP and endorsed or attached to this Contract.

THIS LEGAL SERVICE CONTRACT IS NOT AN INSURANCE CONTRACT.

YOU MAY CONTACT FIREARMS LEGAL PROTECTION, LLC AT:

13455 Noel Rd. Suite 2100  
Dallas, TX 75240  
844-357-9400 OFFICE  
Office Hours: 8am-5pm  
members@firearmslegal.com  
www.firearmslegal.com