

ESSENTIALS FAMILY LEGAL PLAN

Dear Member:

The Member and all Covered Persons will receive the Services as outlined in this Contract. This is in return for your payment of the membership fee (plus applicable taxes) and compliance with the terms and conditions of this Contract. The Services will be provided by lawyers appointed by the Company, who are licensed lawyers (referred to as the Provider Law Firm). All requests for Services must be directed to the Provider Law Firm in your state of residence. For legal matters that arise within the United States and outside your state of residence, the Provider Law Firm may assign a lawyer who is licensed in the appropriate jurisdiction.

SECTION I – DEFINITIONS

- A. **Commercial Motor Vehicle:** A Commercial Motor Vehicle is any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.
- B. Company: Shall refer to Pre-Paid Legal Services, Inc., dba LegalShield.
- C. **Contract:** This legal service contract, which includes any endorsements or supplements, between the Company and the Member.
- D. Covered Person: Shall include:
 - 1. The Member.
 - 2. The Member's Spouse.
 - 3. Never married Dependents under 26 years of age who are permanent residents of the Member's household or full-time students.
 - 4. Children under 18 years of age for whom the Member, or the Member's Spouse, is the legal guardian.
 - 5. Any Dependent, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is:
 - a. unable to be employed.
 - b. 51% or more financially dependent upon the Member or Member's Spouse; and
 - c. lives at home with the Member or Member's Spouse.

Proof may be required by the Company or the Provider Law Firm before legal services may be given.

- E. **Consumer Credit Issue:** Credit issues of a personal nature relating directly to the Covered Person including, but not limited to, credit reporting matters and debt issues.
- F. **Dependent:** The natural or adopted child of the Member, or Member's Spouse, unless otherwise stated in this Contract.
- G. **Detained:** Being restrained, searched, or deprived of instant freedom by a Law Enforcement Officer.
- H. **Effective Date:** Effective Date is the inception date of the Contract.

- I. **Eligibility Period:** The period that starts on the Effective Date of the Contract and ends on the date the Contract is terminated, cancelled, nonrenewed, or expires.
- J. Law Enforcement Officer: Any agent of any federal, state, or local law enforcement agency acting in the course of such person's employment. This includes any private security personnel acting in the course of his or her employment.
- K. **Licensed Motor Vehicle:** A vehicle, which is properly licensed, insured, registered, and inspected. The vehicle must have properly working equipment. A Commercial Vehicle is not included in the definition of a Licensed Motor Vehicle.
- L. **Member:** The person to whom this Contract is issued, who shall be a natural person. The Member must be a citizen or legal resident of the country in which this Contract is issued.
- M. **Member's Spouse:** The legal spouse or the domestic partner of the Member.
- N. Membership Year: The period starting on the Effective Date of the Contract and ending one year after.
- O. **Pre-existing Events for IRS Audit Legal Services:** An inquiry, investigation, or notice from the IRS that was started or sent prior to the Effective Date.
- P. **Pre-existing Events for Motor Vehicle Related Services:** An act or event which results in a citation, ticket, or the filing of a criminal charge where the date of the act or event is prior to the Effective Date of this Contract.
- Q. **Pre-existing Events for Trial Defense Services:** An act or event which results in the filing of a civil action where the date of the act or event is prior to the Effective Date of this Contract.
- R. **Pre-Trial Time:** Provider Law Firm time rendered prior to the date of jury selection, or prior to the date of opening statements if a non-jury trial.
- S. **Provider Law Firm:** The Provider Law Firm is a lawyer or law firm who has contracted with the Company to provide the Services in this Contract in the Member's primary state of residence. The Provider Law Firm or the Company, under certain circumstances, may refer matters to a referral lawyer (a **"Referral Law Firm"**). Referral Law Firm and Provider Law Firm may be collectively referred to in this Contract as the Provider Law Firm.
- T. Services: The legal services in Section II Schedule of Services, unless not covered or excluded by this Contract.
- U. **Standard Hourly Rate:** The hourly rate charged by the Provider Law Firm to non-Covered Persons for a certain legal service.
- V. **Trial Time:** Provider Law Firm time rendered starting with the date of jury selection, or the date of opening statements if a non-jury trial, and ending on the date of the verdict, bench decision or other conclusion.
- W. **Uncontested Adoption:** An adoption where all parties have agreed in writing to the adoption. All consents must be obtained before filing. The adoption must be unchallenged.
- X. **Uncontested Divorce:** A divorce where legal counsel does not represent the Member or the Member's Spouse. Both parties must agree on all terms in writing without assistance from the Provider Law Firm. The net marital assets must be less than \$500,000.
- Y. **Uncontested Legal Separation or Uncontested Civil Annulment:** A separation or annulment where legal counsel does not represent the Member or the Member's Spouse. Both parties must agree on all issues in writing without assistance from the Provider Law Firm.
- Z. **Uncontested Name Change:** A name change where all consents are obtained before filing. The name change must be uncontested.

SECTION II - SCHEDULE OF SERVICES

These Services will be provided by the Provider Law Firm.

CONSULTATION SERVICES

- A. Phone Calls. A Covered Person may receive toll-free phone calls for an unlimited number of personal legal matters. Consultations are available to the extent the Provider Law Firm deems it necessary to adequately advise the Covered Person on the personal legal matter. Additionally, the Provider Law Firm may provide up to one hour of legal research concerning the matter.
- B. <u>Letter or Phone Call.</u> If the Provider Law Firm determines from the phone call with the Covered Person that either a phone call or a letter would be of aid to the Covered Person, then the letter or phone call will be provided. Only one letter or phone call will be provided for each unrelated personal legal matter.

DOCUMENT REVIEW SERVICES

A. <u>Document Review.</u> After consultation, the Covered Person may send for review one personal legal document of 15 pages or less. The Covered Person must also be a contracting party. The Covered Person must send only a copy of the document to be reviewed. The Covered Person should keep all originals of the document. The Provider Law Firm will review the copy and advise the Covered Person by phone call. Advice is provided on any areas of concern, the legal implications of those provisions and their compliance with state and federal law.

Document Review Services Exclusions:

- Documents in ongoing court proceedings or lawsuits are not covered. Examples of documents that are not covered include, but are not limited to, petitions, complaints, and requests or motions for court determination.
- 2. Revisions or amendments to, or negotiations of, the documents reviewed by the Provider Law Firm are not covered.
- 3. Any matter for which Services are provided under other provisions of this Contract are not covered.

ESTATE PLANNING SERVICES

- A. <u>Last Will & Testament ("Will").</u> A Covered Person has the right to (i) have a Will prepared by the Provider Law Firm, or (ii) have a review of, and amendment to, an existing Will by the Provider Law Firm. The Covered Person desiring a Will must provide all requested information to complete the Will. The Will may include a codicil or amendment and may include the creation of a testamentary children's trust.
- B. <u>Durable Power of Attorney.</u> A Covered Person has the right to (i) have a Durable Power of Attorney prepared by the Provider Law Firm or (ii) have a review of, and amendment to, an existing Durable Power of Attorney by the Provider Law Firm.
- C. <u>Physician's Directive/Living Will.</u> A Covered Person has the right to (i) have a Physician's Directive/Living Will prepared by the Provider or (ii) have a review of, and amendment to, an existing Physician's Directive/Living Will by the Provider Law Firm.

The Covered Person has the right to each of these Services once per Membership Year. Execution and storage of the Will, Durable Power of Attorney, and Physician's Directive/Living Will shall be the responsibility of the Covered Person.

Estate Planning Services Exclusions:

1. Provisions in the Will regarding planning for estate taxes, distribution of any assets outside of the United States and trusts (except for a Section A testamentary children's trust) are not covered.

RESIDENTIAL LOAN DOCUMENT SERVICES

- A. The Provider Law Firm will prepare all residential loan documents required by law, or by a lending institution, for a Member or the Member's Spouse for the purchase of their primary residence once per Membership Year. All information needed for the preparation of the loan documents must be received by the Provider Law Firm at least five business days prior to the closing date.
- B. Any documents prepared by a seller, lender, or a third party will be reviewed by the Provider Law Firm prior to closing if the documents are received by the Provider Law Firm at least five business days prior to the closing date. This review is only once per Membership Year.

Residential Loan Document Services Exclusions:

1. This Service does not include a review of the abstract, the preparation of a title opinion, or the Provider Law Firm's attendance at closing.

FAMILY & DOMESTIC RELATED SERVICES

- A. <u>Uncontested Legal Separation or Uncontested Civil Annulment.</u> The Member has the right to Services from the Provider Law Firm to obtain an Uncontested Legal Separation or Uncontested Civil Annulment if allowed in the Member's state of residence.
 - If an Uncontested Legal Separation or Uncontested Civil Annulment becomes contested, any further Services will be provided at a 25% discount to the Standard Hourly Rate.
- B. <u>Uncontested Divorce</u>. The Member has the right to Services from the Provider Law Firm to obtain an Uncontested Divorce. If a court or third party changes or denies any terms already agreed to by the Member and the Member's Spouse, the divorce is deemed contested and any further Services will be provided at a 25% discount to the Standard Hourly Rate unless both parties agree to the changes.
 - If the Provider Law Firm determines an uncontested divorce becomes contested, any further Services will be provided at a 25% discount to the Standard Hourly Rate.
- C. <u>Uncontested Adoption</u>. A Covered Person has the right to Services from the Provider Law Firm to obtain an uncontested adoption.
 - If an Uncontested Adoption becomes contested, any further Services will be provided at a 25% discount to the Standard Hourly Rate.
- D. <u>Uncontested Name Change</u>. A Covered Person has the right to Services from the Provider Law Firm to obtain an uncontested name change. This includes preparation and attendance at the initial hearing to obtain the change in name. Preparation of any required notices and/or any official documentation, such as fingerprints and/or background checks will be provided at a 25% discount to the Standard Hourly Rate.

Family and Domestic Related Services Exclusions:

- 1. Family and Domestic Related Services will not be provided to the Covered Person until the Contract has been active for at least 90 consecutive days.
- 2. Family and Domestic Related Services will not be provided to the Covered Person for proceedings that commenced prior to the Effective Date.
- 3. Division of retirement benefits calculations or determination of a Qualified Domestic Relations Order are not covered.
- 4. Preparation and filing of documents affecting the property ownership or encumbrances on property are not covered.

MOTOR VEHICLE RELATED SERVICES

- A. <u>Defense of Violations</u>. A Covered Person has the right to receive a defense from the Provider Law Firm when the Covered Person, while driving any Licensed Motor Vehicle with the express consent and permission of the Licensed Motor Vehicle's owner, is issued a moving traffic violation arising from the use of the Licensed Motor Vehicle.
- B. <u>Defense of Criminal Charges.</u> A Covered Person has the right to receive a defense from the Provider Law Firm when the Covered Person, while driving any Licensed Motor Vehicle with the express consent and permission of the Licensed Motor Vehicle's owner, is charged with Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide arising from the use the License Motor Vehicle.
- C. <u>Reinstatement</u>. A Covered Person has the right to legal assistance with any appeal available pursuant to applicable law when the Covered Person has been denied a driver's license or their driver's license has been cancelled, suspended, or revoked.
- D. <u>Maintenance.</u> A Covered Person has the right to legal assistance with maintaining their driver's license.
- E. <u>Property Damage Claim.</u> A Covered Person has the right to legal assistance to collect for property damage incurred when the Covered Person was a driver of or a passenger in or was struck by a motor vehicle.

Motor Vehicle Related Services Exclusions:

- 1. Services listed in paragraph B, C, D and E are limited to 2.5 hours of Provider Law Firm time per occurrence.
- 2. Services listed in paragraph E do not include assistance with the filing of or representation in any lawsuit.
- 3. Services listed in paragraph E are limited to occurrences where the property damage does not exceed \$5,000.
- 4. Traffic tickets must be sent to the Provider Law Firm at least five working days prior to the appearance date to receive Services.
- 5. Pre-existing Events for Motor Vehicle Related Services are not covered.
- 6. Matters in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals, or medicines, whether prescribed or not, are not covered.
- 7. Matters where, in the Professional Judgment of the Provider Law Firm, a claim, defense, or legal position cannot prevail in court are not covered. This includes matters that are considered frivolous, groundless, or without merit.
- 8. Matters involving a Commercial Vehicle are not covered.
- 9. Matters involving hit-and-run related charges, leaving the scene of an accident or similar charges are not covered.
- Matters involving misdemeanor or felony criminal charges, except as provided in paragraph B above, are not covered.
- 11. Matters, tickets, or violations which do not adversely impact the Covered Person's driving record or motor vehicle record are not covered.

- 12. Matters involving charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration, inspection, or properly working equipment are not covered.
- 13. These Motor Vehicle Related Services are applicable only in the court of original jurisdiction. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review, are not covered.

TRIAL DEFENSE SERVICES

A. The Member and the Member's Spouse have the right to receive a defense, subject to the schedule below, from the Provider Law Firm if the Member and/or Member's Spouse is named as a defendant in a civil action filed in a state trial level court or a federal district court.

Schedule:

- 1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.
- 2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
- 3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
- 4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
- 5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

Trial Defense Services Exclusions:

- 1. Trial Defense Services for any criminal charge are not covered.
- 2. Trial Time is limited to 8 hours per day and may include Provider Law Firm time both in and out of the courtroom.
- 3. The hours are available to use on all civil actions filed during a Membership Year. If more than one civil action is filed against a Member and/or the Member's Spouse in a Membership Year, the unused hours remaining at the conclusion of each civil action may be used for any later civil action. Hours that are not used during the Membership Year expire and do not roll over to any later Membership Year. The Member must continue their membership while any civil action is pending to receive Services.
- 4. The hours in the schedule above for later Membership Years are only available for consecutive years of membership.
- 5. Civil actions related to IRS or bankruptcy proceedings, including adversary proceedings are not covered.
- 6. Civil actions related to dissolution of marriage, separation, annulment, child custody, or other divorce or domestic related issues are not covered.
- 7. Civil actions related to garnishment, attachment, collection, appeal, or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review are not covered.
- 8. Civil actions containing allegations of (i) dependency on, or abuse of, alcohol, drugs, chemicals, or the use of medicines (whether prescribed or not) or (ii) hit-and-run or leaving the scene of an accident, are not covered.
- 9. Any dispute resolution process, including but not limited to arbitrations, mediations, administrative proceedings, or other process that is outside a court of law and before a third-party decision maker, is not covered.

- 10. Counterclaims where the Member or Member's Spouse started the original civil action are not covered.
- 11. Class actions, amicus curiae filings, or interventions filed are not covered and are not eligible for the 25% Discount to the Standard Hourly Rate.
- 12. Civil actions where a Member or the Member's Spouse is acting on behalf of or representing another party (for example: executor, administrator, guardian, or trustee) are not covered.
- 13. Pre-existing Conditions for Trial Defense Services are not covered.
- 14. Civil actions where, in the Professional Judgment of the Provider Law Firm, a claim, defense, or legal position is not likely to prevail in court are not covered and are eligible for the 25% Discount to the Standard Hourly Rate. While the civil action may not be covered, the Provider Law Firm may, in his or her discretion, provide assistance in the matter at a 25% Discount to the Standard Hourly Rate.
- 15. Hours available are limited to the schedule above for the Member and the Members spouse combined.

IRS AUDIT RELATED LEGAL SERVICES

- A. A Covered Person has the right to the Services outlined below from the Provider Law Firm if the Covered Person is notified by the Internal Revenue Service (the "IRS") of an audit, investigation, or examination of their personal tax return or is requested to appear at the offices of the IRS concerning their personal tax return.
- Consultation, Advice, Audit Representation and Pre-Trial Negotiation: A Covered Person has the right to 3.5 hours of Pre-Trial Time for consultation, advice, audit representation and pre-trial negotiation if the Covered Person is notified by the IRS of an audit, investigation, or examination of their personal tax return or is requested to appear at the offices of the IRS concerning their personal tax return.
- 2. <u>Trial Time</u>: A Covered Person has the right to 46.5 hours of Trial Time. Trial Time only applies when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

IRS Audit Related Legal Services Exclusions:

- 1. Trial Time is limited to up to 8 hours per day and may include Provider Law Firm time both in and out of the courtroom.
- 2. Hours available for IRS Legal Services are limited to a total of 50 hours per Membership Year for all Covered Persons.
- 3. IRS Legal Services are only available for any tax return originally due on April 15th of the same year as the Effective Date.
- 4. The hours included are available to use in response to any notification received during the Membership Year. If more than one notification is received by a Covered Person in a Membership Year, the unused hours remaining at the conclusion of each matter may be used for any later notification. Hours that are not used during the Membership Year expire and do not roll over to any later Membership Year.
- 5. IRS actions related to garnishment, attachment, or any other post judgment relief action are not covered.
- 6. IRS actions or charges of tax fraud or income tax evasion are not covered.
- 7. Matters involving or related to trust returns, business and/or corporate tax returns, payroll and information returns, business related income, or matters related thereto that are included in the Covered Person's personal tax return are not covered.

- 8. Pre-existing Events for IRS Audit Legal Services are not covered.
- 9. IRS actions where representation is available from a professional preparer or an IRS enrolled agent are not covered.
- 10. Requests by the IRS asking for more information to be supplied by mail or phone before written notification of an audit, investigation, or examination is received are not covered.
- 11. Any matter for which Services are provided under other provisions of this Contract are not covered.
- 12. The Member must continue their membership while any IRS action is pending to receive Services.
- 13. Services related to any IRS notification that is sent to the Provider Law Firm more than 30 days after receipt by the Covered Person, are not covered.

CONSUMER CREDIT SERVICES

- A. <u>Phone Calls</u>. A Covered Person may receive toll-free phone call for an unlimited number of Consumer Credit Issues. Consultations are available to the extent the Provider Law Firm deems it necessary to adequately advise the Covered Person on the Consumer Credit Issue. Additionally, the Provider Law Firm, may provide up to one hour of legal research concerning the matter.
- B. <u>Letter or Phone Call.</u> If the Provider Law Firm determines from the phone call with the Covered Person that either a phone call or a letter would be of aid to the Covered Person regarding the Consumer Credit Issue, then the letter or phone call will be provided. Only one letter or phone call will be provided for each unrelated Consumer Credit Issue.
- C. <u>Document Review</u>. After consultation, the Covered Person may send for review one document of 15 pages or less relating to the Consumer Credit Issue that was the subject of the consultation. The Covered Person must send only a copy of the document to be reviewed. The Covered Person should keep all originals. The Provider Law Firm will review the copy and advise the Covered Person by phone call on any areas of concern, the legal implications of the provisions of the document and their compliance with state and federal law.

Consumer Credit Services Exclusions:

- Documents in ongoing court proceedings or lawsuits are not covered. Examples of documents that are not covered include but are not limited to petitions, complaints, and requests or motions for court determination.
- 2. Revisions or amendments to, or negotiations of, the documents reviewed by the Provider Law Firm are not covered.

25% DISCOUNT

A Covered Person has the right to receive a 25% discount to the Standard Hourly Rate for personal legal services that are not provided by this Contract. The 25% discount is available during the Eligibility Period unless this Contract explicitly states that it is not available. The 25% discount is not available for contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Law Firm.

24/7 EMERGENCY ACCESS

A. The Covered Person may receive toll-free phone access to the Provider Law Firm 24-hours per day. The Covered Person must call this emergency number <u>1-877-825-3797</u> to consult with the Provider Law Firm only when:

- 1. The Covered Person is Detained or questioned by a Law Enforcement Officer acting in their official role.
- 2. The Covered Person is being Detained or questioned by an agent of a federal, state, or local child

welfare agency regarding a minor child in the Covered Person's custody or control, or Dependent of the Covered Person.

- 3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
- 4. The Covered Person is served with a warrant.

24/7 Emergency Access Exclusions:

- 1. The Covered Person will not receive emergency services for making, posting, obtaining bond, bail, or other security required for release.
- 2. Phone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Law Firm from communicating with the Covered Person on an immediate basis.

SECTION III – GENERAL PROVISIONS AND EXCLUSIONS

- A. Entire Agreement: This Contract is the entire agreement between the Member and the Company.
- **B.** Availability of Services: A Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.
- C. Provider Law Firm's Professional Judgment: It is in the sole discretion of the Provider Law Firm to determine whether claims or defenses, pertaining to any matter under this Contract, are frivolous or otherwise unmeritorious, including decisions to take any contingency case, appeal any judgment, or appeal any decision. The Provider Law Firm reserves the right to make independent professional judgments about the provision of any Services under this Contract. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Law Firm.
- D. Attorney-Client Contract and Representation: Any payment of additional costs or payment of a retainer to the Provider Law Firm to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an attorney-client contract. The Company is not a party to this attorney-client contract. This attorney-client contract is to be agreed upon by the Covered Person and the Provider Law Firm prior to the time services are rendered. Any retainer and/or additional costs to be incurred shall be at the sole discretion of the Provider Law Firm. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and additional costs prior to commencement of legal representation. The Provider Law Firm has no duty or relationship under this Contract beyond the specified Services.
- **E. Geographical Area of Coverage:** This Contract only provides for Services in the 50 states of the United States, except where prohibited.
- **F. General Exclusions:** The following items are specifically excluded from this Contract, are not eligible for the 25% Discount, and shall not be interpreted as included Services under any provision of the Contract:
 - 1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), including but not limited to:
 - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
 - 2. The payment of fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and any out-of-pocket expenses.
 - 3. Any matter involving a person or entity who starts or takes part in a lawsuit against the Company or any of its subsidiaries or affiliates, or any matter involving a person or entity that is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the Services of this Contract, during the pendency of such lawsuit or until its resolution.

- 4. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Law Firm or the Covered Person and the Company.
- 5. Any matter which the Provider Law Firm determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
- 6. Any matters which are covered by any insurance policy or any other legal service plan.
- 7. Any matters related to Native or First American tribes and tribal governments including but not limited to legal issues before federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.
- **G. Conflict for Services:** For any matter where a conflict arises between a Member and a Covered Person, only the Member is entitled to Services.
- **H. Duplication of Coverage:** A Covered Person may not secure Services from the Provider Law Firm for the same matter under more than one contract and is not entitled to the Services of more than one Provider Law Firm on the same matter.
- I. Examination Right: The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice requesting the Contract be rescinded and their membership fee refunded. The Member may deliver written notice of rescission of the Contract to the Company or the agent through whom it was bought. The Company will void the Contract from the beginning and the parties shall be in the same position as if this Contract had not been issued.
- J. Cancellation or Non-renewal of Contract: The Company may cancel this Contract for misrepresentation or fraud. The Company may cancel this Contract if the Provider Law Firm determines that access to and necessary interaction with the Member is severely limited. The Company may cancel this Contract if the Provider Law Firm determines that the Member is unable, unwilling, or incapable of accepting or understanding legal advice and Services. The Company will provide written notice to the Member of any such cancellation. The Company may cancel this Contract for non-payment of membership fees by providing written notice to the Member 10 days prior to the cancellation date. If the Company cancels the Contract, Services will only be provided for those events reported in writing to the Provider Law Firm during the Eligibility Period.

The Member may cancel the Contract at any time by giving written notice to the Company.

The Member has the right to be reimbursed by the Company the unused part of the membership fees paid for this Contract. The total refund will be calculated on a pro-rata basis over the payment period. Enrollment fees are earned when paid and will not be refunded should the Member cancel this Contract.

All services will automatically cease at the end of the Eligibility Period.

The Company may, at its option, non-renew this Contract by providing written notice to the Member.

- K. Reinstatement Procedure: If the Company cancels this Contract for nonpayment of premium or the Contract lapses for nonpayment of premium the Member may request the Contract be reinstated. The Member must request the reinstatement within 45 days of the cancellation or lapse and confirm that no events have occurred for which Services will be requested. A reinstatement fee may apply.
- **L. Change of Contract**: No change in the Contract shall be valid until approved by an officer of the Company and added via endorsement or supplement to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions.
- M. Duty to Report Changes: Any correspondence relating to this Contract will be sent to the Member using the Member's contact information on file with the Company. The Member shall report to the Company all changes to their contact information within 30 days of a change via the Company Contact Information below. Should you move to a new state, your membership Contract and Provider Law Firm may switch based on your new state of residence.

- N. Contact Information: Any correspondence relating to this Contract to the Company should be sent to Attn: Member Service at One Pre-Paid Way, Ada, OK 74820, memberservice@legalshield.com or (800)654-7757.
- O. Settlement of Disputes: All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between any Covered Person, the Company and any of the Company's officers, directors, employees, or affiliates, whether in tort or contract; shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. If agreed upon, the Covered Person and the Company may use other processes to settle the disputes or claims. Any Covered Person that files a claim or counterclaim against the Company or any of its officers, directors, employees, or affiliates may only participate in arbitration on an individual basis and not with any other member or as part of a class action.
- P. Severability: If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not change the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.
- Q. Subrogation: If the Company or Provider Law Firm makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company or Provider Law Firm shall be subrogated to that right.
- R. Release of Information: If a Covered Person files a complaint with the Company about a Provider Law Firm and requests help, the Covered Person authorizes the Provider Law Firm to share to the Company all communications between the Covered Person and the Provider Law Firm that are relevant to the complaint. A Covered Person should contact Member Services at 1-800-654-7757 with a complaint. A written release may be required by the Provider Law Firm prior to the disclosure of any communications between the Covered Person and the Provider Law Firm.
- S. Adequate and Timely Notice: The failure by the Covered Person to timely send to the Provider Law Firm adequate facts, necessary documents, authorizations, or act per the instructions of Provider Law Firm shall make any obligation of the Provider Law Firm to provide the Services null and void.
- T. Prevailing Language: The English language version of this Contract shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

Chief Executive Officer