

**U.S. LAW SHIELD OF NORTH DAKOTA LEGAL SERVICE CONTRACT**  
**1020 Bay Area Boulevard, Suite 220 | Houston, Texas 77058 | (877) 474-7184**

**I. DEFINITIONS**

- A. “Independent Program Attorney.” An independent, third-party, licensed attorney that U.S. Law Shield of North Dakota 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.
- B. “Use of a Firearm or Other Lawful Weapon.” Any incident where the Member discharges or displays a firearm or uses any other lawful weapon to stop a threat, whether the Member actually pulls the trigger or not, discharges or accidentally discharges the firearm, or actually uses the other lawful weapon. This term does not include taking a firearm or other lawful weapon to a location that is prohibited by federal, state, or local law.
- C. “Legal Service Contract” or “Agreement.” The present agreement entered into between Member and U.S. Law Shield of North Dakota for consideration and under which U.S. Law Shield of North Dakota will obtain legal services for the Member through an Independent Program Attorney.
- D. “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; or (4) is designated to receive benefits under the Legal Service Contract by U.S. Law Shield of North Dakota.
- E. “Good Samaritan Incident.” Any incident where the Member helps or assists another person using emergency First Aid in an attempt to save an injured person’s life after (1) a self-defense incident, regardless of the weapon involved, or (2) any accidental discharge of a firearm. This term does not include help or assistance for which the Member receives, or expects to receive, compensation or remuneration for such services.
- F. “Hunting Activity.” The act of hunting, or an event or location within the State of North Dakota involving the lawful use of: (1) a firearm for skeet, clay and trap shooting, target practice, and competitive shooting events in locations where such activity is lawful; and/or (2) bow and arrow, crossbow, or spear for hunting, target practice, or competitive archery events in locations where such activity is lawful.
- G. “Fishing Activity.” The act of fishing, or an event or location within the State of North Dakota involving the lawful act of fishing in any location where such activity is lawful.
- H. “Lost” Firearm. A firearm unintentionally and involuntarily separated from a Member, the whereabouts of which are unknown to the Member after the Member has taken reasonable attempts to locate the firearm, or a firearm that cannot be located after a diligent search.
- I. “Misidentification.” A Member whose personal identity is mistaken, or who is incorrectly identified as someone else by the federal or a state government, any of their agencies, or a local law enforcement agency.
- J. “Effective Date.” The day when the Member makes the first payment. For minor children or a secondary or additional Member, the Effective Date is when the Member makes the first payment on their behalf as additional consideration for the services and benefits under the Legal Service Contract.

**II. PARTIES**

- A. This Legal Service Contract is administered by U.S. Law Shield of North Dakota who shall provide Member with an Independent Program Attorney for any incident covered by this Legal Service Contract. U.S. Law Shield of North Dakota shall offer the Legal Service Contract in the State of North Dakota. The Independent Program Attorney 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. Law Shield of North Dakota.
- D. \_\_\_\_\_ is the Legal Service Contract Holder.

### III. ELIGIBILITY & EFFECTIVE DATE

- A. A Member who enrolls, tenders the appropriate fee under the Legal Service Contract and is in good standing shall receive the legal services described herein as of the Effective Date. The initial term of this Agreement is 12 months from Effective Date.
- B. **THE TERM OF THIS LEGAL SERVICE CONTRACT SHALL AUTOMATICALLY RENEW AND EXTEND FOR 12 MONTHS ON EACH ANNIVERSARY OF THE EFFECTIVE DATE, UNLESS THE LEGAL SERVICE CONTRACT IS LAWFULLY TERMINATED PURSUANT TO THE TERMS OF THIS AGREEMENT.**
- C. The legal services described herein shall be available to Member's dependents such as minor children, spouse, or other listed secondary Member if Member selects and tenders separate consideration to include protection for such minor children, spouse, or other listed secondary Member. The Effective Date of the legal services for minor children, spouse, or other listed secondary Member is the day when the Member makes the first payment on their behalf as additional consideration for the services and benefits under the Legal Service Contract.

### IV. LEGAL SERVICES & BENEFITS

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

- A. Legal representation by an Independent Program Attorney in defense of any criminal or civil proceeding arising from an incident involving the Member, in good standing, who makes Use of a Firearm or Other Lawful Weapon in a place within the State of North Dakota where Member is legally permitted to possess his or her firearm or other lawful weapon. Coverage for independent legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal and a further appeal to the highest court of appeals in such jurisdiction. This Agreement shall not provide coverage for an appeal that is frivolous, in bad faith, or solely for the purposes of delay or harassment.
- B. An emergency hotline maintained and answered 24/7/365 by an Independent Program Attorney for an emergency involving a potentially covered incident. The emergency hotline may be accessed by calling the emergency hotline number provided to the Member on the membership card.
- C. Upon request, legal advice by an Independent Program Attorney regarding the use and carrying of firearms, other lawful weapons, self-defense law, and any other firearm-related legal matter. Member can access this service by calling the non-emergency business line number provided to Member on the membership card.
- D. The Member will also receive:
  - i. Periodic updates on topics affecting gun owners;
  - ii. Educational material concerning gun ownership, gun rights and the law;
  - iii. A membership card with a unique member number and emergency hotline; and
  - iv. Access to Member Portal, an exclusive online account that gives Member access to Member account information, Perks, benefits, and discounts.

## V. OPTIONAL LEGAL SERVICES AND BENEFITS

- A. Multi-State Protection. If the Member selects and tenders separate consideration for Multi-State Protection provided by U.S. Law Shield of North Dakota, the Member shall be entitled to the same legal services and benefits as described herein for all 50 states, the District of Columbia, and Puerto Rico. Multi-State Protection applies to all legal services and benefits described herein, including optional legal services and benefits and is subject to the limitations and exclusions provided herein.
- B. Minor Children Protection. If the Member selects and tenders separate consideration to include protection for minor children, the Member's minor children shall be entitled to legal services and benefits described herein in the event the Member's minor child is involved in a Use of a Firearm or Other Lawful Weapon. A minor child is a child age seventeen or under. Minor children are Members who are subject to the same limitations and exclusions provided in this Agreement.
- C. Bail Bond/Expert Witness Protection. If the Member selects and tenders appropriate Premiums for Bail Bond/Expert Witness Protection, the Member shall pay no additional fee for additional services including, as applicable to the particular program: an expert witness, and/or depositions, and/or Independent Program Attorney offered bail bond services, with bail up to \$50,000.00 (\$5,000.00 bond fee). With respect to bail bonds, the Member shall be responsible for all other requirements to obtain such a bond from a licensed bondsman, including collateral, guarantors, overages, etc. Enrollment in Bail Bond/Expert Witness Protection is not an offer for U.S. LawShield of North Dakota, or the Independent Program Attorney to act as surety for the Member and the Member agrees that this is not a surety agreement. Under Bail Bond/Expert Witness Protection, if the Independent Program Attorney determines a necessity for an expert witness, the Member shall be provided with an expert who has agreed to U.S. Law Shield of North Dakota's standard terms of engagement in the area of reasonableness and justification of the use of force or deadly force under the law. The Member may at all times employ any other expert witnesses, different than any provided under this Policy, however the Member shall be responsible for all fees, costs, and expenses of any different expert witnesses and shall receive no reimbursement under this Policy.
- D. HunterShield. If the Member selects and tenders separate consideration for HunterShield, the Member shall receive the following legal services and benefits:
1. Defense of any criminal charges against the Member by an Independent Program Attorney alleging a violation of the North Dakota Game and Fish Department Regulations as it pertains to Hunting Activity or Fishing Activity;
  2. Defense of any criminal charges against the Member by an Independent Program Attorney alleging a violation of Title 16 of the U.S. Code, or Title 50 of the Code of Federal Regulations as they pertain to Hunting Activity or Fishing Activity; and
  3. Defense of any civil claims against the Member by an Independent Program Attorney that arise as a direct result of Member's Hunting Activity or Fishing Activity in North Dakota.
  4. Limitations and Exclusions. Neither U.S. Law Shield of North Dakota nor the Independent Program Attorneys shall have any obligation under the provisions of HunterShield to provide legal representation or legal defense if:
    - i. at the time of the occurrence giving rise to a claim, the Member is engaged in a criminal act other than an offense alleging a violation of the North Dakota Game and Fish Department Regulations Code or Title 16 of the U.S. Code, or Title 50 of the Code of Federal Regulations, as they relate to Hunting Activity or Fishing Activity;
    - ii. Member was not in lawful possession of the firearm or other legal weapon that is the subject of the criminal charges or civil claims brought against the Member, or was not within the borders of the State of North Dakota; or
    - iii. the charges involve the operation of a motor vehicle.

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

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

3. Wrongful Confiscation Assistance. If Member's firearm is involuntarily confiscated by another person or law enforcement agency due to misidentification of the Member, U.S. Law Shield of North Dakota will provide an Independent Program Attorney, at no additional charge to Member, for the following listed services:
  - i. Establishing Member's identity. The Independent Program Attorney will assist the Member, if appropriate, in investigating and clarifying the reason for the confiscation and providing to the confiscating person or law enforcement agency the information and/or documentation necessary to establish Member's actual identity and ownership of the confiscated firearm.
  - ii. Representation to retrieve the confiscated firearm. If the investigation reveals that Member's firearm was wrongfully confiscated due to misidentification of the Member, the Independent Program Attorney will (a) consult and advise Member on the options available to secure the return of Member's confiscated firearm from the confiscating person or law enforcement agency; (b) assist Member in preparing and filing necessary documentation to seek the return of the Member's confiscated firearm by informal means; and (c) if applicable, provide representation to Member in appropriate court or administrative proceeding(s) to assist Member in the return of Member's wrongfully confiscated firearm.
4. Lawful Purchase Assistance. If Member, after the Effective Date of this Legal Service Contract, has been denied the right to lawfully purchase a firearm, and the Member wishes, U.S. Law Shield of North Dakota will provide an Independent Program Attorney to assist Member to determine if the denial was legally valid or not. If the investigation reveals that Member's denial was legally invalid, U.S. Law Shield of North Dakota will provide, at no cost to Member, an Independent Program Attorney to assist and represent Member in any reasonable and appropriate proceeding to assist Member in establishing that the denial was legally invalid.
5. Concealed Weapon License Assistance. U.S. Law Shield of North Dakota will provide an Independent Program Attorney, at no additional charge, to represent Member and assist in investigating and clarifying any misidentification of Member if:
  - i. Member is denied issuance of a Concealed Weapon License by the North Dakota Bureau of Criminal Investigation;
  - ii. Member's Concealed Weapon License is revoked or suspended by the North Dakota Bureau of Criminal Investigation; or
  - iii. Member's Concealed Weapon License is delayed, denied, or revoked based on a clerical or scrivener's error.
6. Limitations and Exclusions. The following limitations and exclusions apply to the Gunowner Identity Theft Coverage:
  - i. Gunowner Identity Theft Coverage does not cover any incident that took place prior to the Effective Date of this Legal Service Contract or after its termination, except for an incident described in Section V(D)(1)(vii), above.
  - ii. This Legal Service Contract specifically excludes legal representation or assistance if: the Member is engaged in the business of importing, manufacturing, or dealing in firearm(s), or importing or manufacturing ammunition, as defined in 18 U.S.C. § 923(a), regardless if Member has a license to do so; the Member's firearm(s) had the importer's or manufacturer's serial number removed, obliterated, or altered at the time the firearm(s) was lost or stolen; the Member is allegedly engaged in criminal activity, including, but not limited to organized crime, engaging in organized criminal activity, racketeering, including RICO, illegal transfer(s) or sale(s) of firearm(s), including but not limited to those conducted in violation of 18 U.S.C. §§ 922, 923; the importation of certain defense articles to include certain firearm(s), firearm(s) parts, ammunition and certain other military equipment subject to the provisions of the Arms Export Control Act of 1976; the importation of certain firearms, including but not limited to, machine guns, silencers, certain weapons made

from rifles or shotguns, and destructive devices also restricted under the National Firearms Act (26 U.S.C. Ch. 53); the Gun Control Act of 1968; illegally dealing firearm(s) and/or illegally possessing, receiving, shipping, or transporting any firearm(s) in interstate or foreign commerce; buying, selling or trading firearm(s) or other legal weapon(s) commercially or for profit such as an individual who holds a Federal Firearms License issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives;

- iii. Coverage herein is expressly limited to the services described in the Gunowner Identity Theft Coverage optional legal services and benefits. Neither this, nor any portion of this Legal Service Contract, provides any property or casualty coverage. Legal representation for a property and casualty loss or claim against Member's insurance carrier(s) based on a Member's stolen or lost firearm is specifically excluded. No monetary reimbursement shall be made to Member based on a stolen or lost firearm;
  - iv. **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;**
  - v. U.S. Law Shield of North Dakota 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 with which Member must comply and Member fails to or refuses to comply with such requirement;
  - vi. Neither U.S. Law Shield of North Dakota nor the Independent Program Attorneys will provide coverage, render assistance, or provide legal representation to a Member under the Legal Service Contract if such assistance or representation would be illegal or contrary to public policy;
  - vii. In a covered event, Gunowner Identity Theft Coverage provides coverage for the Member within the Member's state of residence unless the Member has also purchased the optional Multi-State Protection, in which case coverage is extended to the 50 United States, Washington, D.C., and Puerto Rico.
- F. Good Samaritan Coverage. A Member who enrolls and completes the U.S. LawShield Training and Credentialing Program and obtains a U.S. LawShield Certificate of Training Completion is eligible to receive the legal services described in this section while the Legal Service Contract is in effect. Eligibility for the legal services commences on the date inscribed on the Certificate of Training Completion provided to the Member by U.S. Law Shield of North Dakota. Issuance of the U.S. LawShield Certificate of Training Completion entitles the Member to the following legal services by an Independent Program Attorney:
- 1. Legal representation of the Member in the defense of any criminal or civil proceeding directly arising from a "Good Samaritan Incident" as defined in this Legal Service Contract, in the State of North Dakota. Legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal, and a further appeal to the highest court of appeals in such jurisdiction. This Agreement shall not provide coverage for an appeal that is frivolous, in bad faith, or solely for the purposes of delay or harassment. Nothing herein shall be construed to provide legal representation for any civil claims or criminal charges unrelated to or not directly arising out of a Good Samaritan Incident.
  - 2. Limitations and Exclusions. All limitations and exclusions under this Legal Service Contract shall apply to the Good Samaritan Coverage.

## VI. DEDUCTIBLES OR COPAYMENTS

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

## VII. LIMITATIONS AND EXCLUSIONS

- A. In order for the Member to receive the legal services and benefits described in this Legal Service Contract, when an incident occurs with the Use of a Firearm or Other Lawful Weapon, the Member must be in legal possession of a

firearm or in legal possession of the other lawful weapon, and at the time of the Use of a Firearm or Other Lawful Weapon, the Member must be in a location where the Member could legally possess a firearm or the other lawful weapon.

- B. Neither U.S. Law Shield of North Dakota, nor any Independent Program Attorneys will have an obligation under this Legal Service Contract to provide legal representation to defend a Member if at the time the Member has a Use of a Firearm or Other Lawful Weapon, the Member was not in lawful possession of the firearm or other lawful weapon, or was in a location, without legal justification, where possession of a firearm or other lawful weapon is illegal under state, federal, or local law.
- C. This Legal Service Contract specifically excludes legal representation in any criminal or civil actions for conduct that is not directly and specifically related to the Member's Use of a Firearm or Other Lawful Weapon for which justification is available as a defense. This exclusion does not apply to the following Optional Legal Services and Benefits: (1) HunterShield, (2) Gunowner Identity Theft Coverage, and (3) Good Samaritan Coverage.
- D. This Legal Service Contract specifically excludes legal representation for the Member's Use of a Firearm or Other Lawful Weapon, if at the time of the use of the firearm or other lawful weapon, the Member was in the commission of any crime for which justification under state law is inapplicable.
- E. This Agreement provides no benefit for any incident that took place prior to the Effective Date of this Legal Service Contract or after its termination, except for an incident as described in Section V(D)(1)(vii).
- F. **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.**

#### VIII. REIMBURSEMENT

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

#### IX. CANCELLATION OF LEGAL SERVICE CONTRACT & REINSTATEMENT

- A. A Member may terminate this Legal Service Contract by providing U.S. Law Shield of North Dakota 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 IX(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. Law Shield of North Dakota shall refund the Member or credit the Member's account the full purchase price of this Legal Service Contract.
- C. U.S. Law Shield of North Dakota 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. Law Shield of North Dakota. U.S. Law Shield of North Dakota 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. Law Shield of North Dakota is not required to provide prior notice of cancellation if this Legal Service Contract is canceled because of:
  - i. Nonpayment;
  - ii. A material misrepresentation by the Member to U.S. Law Shield of North Dakota;
  - iii. A substantial breach of a duty by the Member; or
  - iv. Cancellation of the Legal Service Contract by the Member to U.S. Law Shield of North Dakota.

- 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 IX(D)(ii) or (D)(iii), above, and provided the Member remits to U.S. Law Shield of North Dakota within a 31-day period all fees necessary to bring the account to a current status, and provided no incident involving the Use of a Firearm or Other Lawful Weapon, or any incident as described under any Optional Legal Services and Benefits has occurred during such 31-day period.

#### X. DUTIES OF MEMBER

- A. Member has a duty to promptly notify U.S. Law Shield of North Dakota when an incident involving the Use of a Firearm or Other Lawful Weapon has occurred.
- B. The Member agrees to fully cooperate with the Independent Program Attorney in connection with the incident involving the Use of a Firearm or Other Lawful Weapon, including but not limited to the Member's defense at any legal proceeding, attendance at any and all court dates, court hearings, and other official appearances, keeping all appointments with U.S. Law Shield of North Dakota and the Independent Program Attorney, and promptly notifying them of an unexpected conflict which prevents keeping a scheduled appointment.
- C. The Member agrees to promptly inform U.S. Law Shield of North Dakota in writing of all changes in his or her mailing address, telephone number, or email address.
- D. Member must initiate a request for legal services by calling U.S. Law Shield of North Dakota's emergency hotline or phoning the office at at [877-448-6839](tel:877-448-6839), or through email at [memberservices@texaslawshield.com](mailto:memberservices@texaslawshield.com). If the Member does not call or write, there shall be no provision of legal services and the Member will not be provided with an Independent Program Attorney.

#### XI. NOTICE TO CONSUMERS

- A. Items Not Covered Under This Legal Service Contract. It is expressly understood that any expenses associated with investigators, expert witnesses, witnesses' attendance, or other persons necessary to assist in the defense of a Member's case, bail bonds, or other court fees shall be solely the responsibility of the Member and paid directly by the Member. This Policy shall not cover expenses related to securing the testimony or evidence of any witness or expert witness, including but not limited to witness fees, witness travel expenses, and/or lodging, and shall not cover court costs, bonds and expenses related to appeals, records, and transcripts, except as provided in the Bail Bond/Expert Witness Protection additional optional coverage under Section V(C), if Member has purchased such optional coverage prior to any covered incident.
- B. Administration of Optional Legal Services Under the Agreement. Certain optional legal services and benefits offered under this Legal Service Contract may be administered by third parties. Member acknowledges and agrees to such administration and waives prior notice, if any is required to be given to Member by U.S. Law Shield of North Dakota.
- C. Marketing/Advertising/Promotional Fees. Member acknowledges and agrees that one or more third-parties may receive compensation in connection with the marketing, sale, or advertising of this Legal Service Contract, including marketing or advertising fees, salaries, contract payments, facility lease payments, commissions and/or passive commissions as authorized by applicable statutes, laws, and rules.
- D. Independence of Program Attorneys. U.S. Law Shield of North Dakota is not a law firm. Any legal services are provided to Member by independent, third-party contracting attorneys. If the Member seeks coverage under this Agreement 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. Law Shield of North Dakota. This Legal Service Contract does not limit or impair the ability of Member to address the conduct of an Independent Program Attorney with the State Bar of North Dakota. 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 of North Dakota, if Member so desires. Member acknowledges that some owners or employees of U.S. Law Shield of North Dakota are licensed attorneys, are NOT Independent Program



Attorneys under this Agreement, will not be providing legal services to Member, and will not have an attorney-client relationship with Member at any time.

- E. Retaining Other Counsel. Member may at all times retain counsel other than the Independent Program Attorney provided under this Legal Service Contract, however 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.
- F. No Promises or Guarantees. U.S. Law Shield of North Dakota 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. Law Shield of North Dakota and the Independent Program Attorney(s), except for those set out in this Legal Service Contract.

## XII. THIRD-PARTY SERVICES

- A. The membership program with U.S. Law Shield of North Dakota may include access to certain and/or additional products offered by third parties. To offer such other products to Member, U.S. Law Shield of North Dakota may have to disclose certain information about Member to third parties. Unless Member expressly opts out in writing, Member consents to and authorizes U.S. Law Shield of North Dakota to disclose Member information to third-parties, as necessary.
- B. Relationships, Transactions, Affiliations, and Interactions with Third Parties. U.S. Law Shield of North Dakota will treat Member's account information in a confidential manner. However, payment for the Legal Service Contract may be collected by a third-party entity and/or allocated to a third-party entity. Accordingly, Member consents to and authorizes U.S. Law Shield of North Dakota to disclose Member information to third parties 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 Member with the legal services described in this Legal Service Contract;
  - 7. To comply with governmental agency or court orders.
- C. If the Member decides to participate in any third-party service, 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. Law Shield of North Dakota 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 other, caused by Member's use of, or reliance upon, the third-party services.
- D. U.S. Law Shield of North Dakota may receive compensation from any third-party that provides services to Member as part of the Member's membership with U.S. Law Shield of North Dakota. Member contracts separately with these third parties at Member's sole discretion and any agreement with a third-party will be serviced by said third-party.
- E. U.S. LAW SHIELD OF NORTH DAKOTA 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. LAW SHIELD OF NORTH DAKOTA, NOR ANY INDEPENDENT PROGRAM ATTORNEY, PROVIDES ANY OF THE THIRD-PARTY SERVICES.

## XIII. MISCELLANEOUS PROVISIONS

- A. Changes Must Be in Writing. Any changes to this Agreement must be in writing and signed by both parties. To be valid, a change in the Legal Service Contract must be approved by an executive officer of U.S. Law Shield of North Dakota and such change must be endorsed or attached to the Legal Service Contract.

- B. Rates. The rates in effect are valid for the initial twelve months of a Member's membership. Thereafter, the rates may be subject to change upon renewal of the Legal Service Contract on each anniversary of the Effective Date.
- C. Assignability. Where permitted by law, U.S. Law Shield of North Dakota 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. Law Shield of North Dakota. 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. Law Shield of North Dakota.
- D. Subrogation rights. There are no subrogation rights under this Legal Service Contract.
- E. 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.
- F. 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.
- G. 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.
- H. Successors and Assigns. This Agreement is binding upon Member's heirs, executors, administrators, and other legal representatives and will be for the benefit of U.S. Law Shield of North Dakota and its successors and assigns.
- I. Notices. All notices U.S. Law Shield of North Dakota is required to give Member under this Agreement will be sufficient if furnished in writing, sent by certified mail to the Member's last known address or to the Member's last known e-mail address on file. All notices Member is required to give U.S. Law Shield of North Dakota under this Agreement will be sufficient if sent by certified mail to U.S. Law Shield of North Dakota's principal office in Houston, Texas.
- J. Governing Law. This Agreement shall be interpreted and construed exclusively in accordance with the laws of the State of Texas.
- K. Resolution of Disputes/Arbitration. Any complaints, claims, causes of action, suits, disputes, or any other legal assertions between Member and U.S. Law Shield of North Dakota or any of its employees, agents, officers, directors, successors, or affiliates arising out of or under the Legal Service Contract shall be and must be submitted to binding arbitration in Harris County, Texas, pursuant to the terms and provisions of the American Arbitration Association. 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.

**U.S. Law Shield of Oklahoma, LLC offers this legal service plan in the State of North Dakota and conducts business as a prepaid legal plan under the name U.S. Law Shield of North Dakota.**

**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.**