

## Terms of Service

CCW Safe is a Legal Services Subscription Plan (“the Plan”) that protects and serves the best interests of our members before, during, and after any Covered Self-Defense Use of Force Incident. The Plan is not an insurance product, a pre-paid legal plan, or a reimbursement plan. All financial benefits paid by CCW Safe under the Plan (on behalf of a member) are paid “up-front” as agreed to in these Terms of Service, with no "out of pocket" expenses required of the member other than the membership fee. In order to receive benefits from CCW Safe, you must have a current Plan membership at the time of a covered incident and maintain your membership in good standing until final resolution of the covered incident. The Plan is an annual subscription plan with either annual or monthly payment options and automatically renews unless canceled by the member. Member authorizes CCW Safe to automatically process the annual or monthly subscription payment from the payment method contained within the member profile during each billing cycle.

### Definitions

**“Automobile”** means any land vehicle, trailer, or semi-trailer designed for travel (including any machinery or apparatus attached thereto).

**“Company”** means CCW Safe. The words “Insured” and “Company” refer to CCW Safe.

**“Covered Location”** means any location where a Covered Member is eligible for Plan services if involved in a Covered Self Defense Use of Force Incident, and is determined by Plan enrollment.

**“Covered Member”** means a member, who meets and has completed the Plan enrollment requirements (including providing the requisite documentation) for his or her selected Plan, and who is involved in a Covered Self-Defense Use of Force Incident which occurred in a Covered Location within the Covered Territory. Throughout this document the words “you” and “your” shall have the same meaning as “Primary Covered Member,” “Covered Member” and “Additional Covered Member.”

**“Covered Self-Defense Use of Force Incident”** a member involved incident which occurs in a Covered Location in the Covered Territory where the legal defense of justifiable use of force may be lawfully raised, and admissible evidence of self-defense or the defense of another exists.

**“Covered Territory”** means the United States of America, excluding New Jersey, Washington and New York; does not include US territories and possessions, the US Virgin Islands, or Puerto Rico. Only residents of Covered Territory are eligible for CCW Safe membership.

**“Covered TSA Violation”** means any unintentional civil violation of the Transportation Security Administration’s (TSA) security regulations involving the possession of a firearm, firearm parts, ammunition, or other weapon belonging to and contained in the member’s carry-on baggage or on the member’s person, discovered during the airport security screening and inspection process; this includes violations such as accidentally leaving a firearm, loaded magazine, loose rounds, knives or any other weapon through airport security screening; does not include criminal proceeding referrals arising from TSA security violations.

**“Extreme Risk Protection Order” (Red Flag Law)** means any law or regulation that permits a third-party to petition a court for an order or similar legal process which seeks the temporary removal of a legal weapon from the possession of a person who may present a danger to others or themselves. An Extreme Risk Protection Order does not include any other forms of court issued personal protection orders restraining any other activities, including but not limited to personal restraining orders relating to harassment, stalking or domestic disputes.

**“Familial Status”** includes individuals under the age of 18 residing in the Residence Premises who are the children or in the legal custodial care of the Primary Member or Primary Member’s Spouse.

**“Firearm”** means any weapon from which a projectile is discharged by gunpowder.

“**LEOSA HR218**” means the Law Enforcement Officer’s Safety Act, often referred to as HR218, which exempts qualified active and retired law enforcement officers from local and State prohibitions on the carrying of concealed firearms.

“**Member’s Permit**” means the Covered Member’s valid concealed carry permit(s) or license(s).

“**Occurrence**” means a Covered Self-Defense Use of Force Incident.

“**Primary Member**” means the initial enrolled member as designated in your member profile who is responsible for Plan selection, enrollment, subscription payment and compliance with this agreement.

“**Property Damage**” means physical injury to or destruction of tangible property during the Subscription Period, including loss of use of that property. Loss of use shall be deemed to occur at the time of the physical injury that caused it.

“**Residence Premises**” means the one family dwelling or unit which is or will be the permanent or principal residence of the Primary Member and Familial Status designees for the majority of the year.

“**Spouse**” is a Primary Member’s significant other, including those in a marriage, civil union or common-law marriage and who resides with the Primary Member.

“**Subscription Period**” means a twelve (12) month period that begins on the date of enrollment for a Covered Member and continues for each twelve (12) month period thereafter.

## **Member Requirements and Resources**

The member must meet the eligibility requirement of the member’s selected Plan. CCW Safe encourages members to review and understand applicable laws and regulations regarding how a member may legally possess, carry, and use a firearm or any other weapon. Additionally, CCW Safe encourages members to utilize the training materials available to all members through the CCW Safe website, podcasts, and newsletters.

Covered Member agrees to provide complete and accurate information at enrollment before becoming a CCW Safe Member. Covered Member agrees to maintain the accuracy of their member profile by supplementing or updating the information contained in the profile, to include updates to home and billing address, email address, phone number, payment information, and permit information (if applicable). Self-service updates may be made by entering updated information via the Covered Member’s member profile at [ccwsafe.com](http://ccwsafe.com).

Any misrepresentations, omissions or other inaccuracies of any kind in the information provided during the enrollment process, including, but not limited to, information regarding the existence or status of Covered Member’s state concealed carry weapon permit, status of ability to carry a weapon without a permit, status under LEOSA-HR218 for law enforcement applicants in all states, except New Jersey and Washington, eligibility to legally possess a firearm, or any other false information may result in termination or forfeiture of Plan membership.

It is the member’s sole responsibility to select the Plan for which the member qualifies (ie: permitted or non-permitted plans). Additionally, the member must provide the required information at the time of enrollment and maintain the information in the member’s profile throughout the subscription period. If at any time, the member is found to have selected a plan for which the member does not qualify, the member’s plan will be reclassified and subject to appropriate financial adjustment.

## **Communications from CCW Safe**

Covered Member agrees to accept any and all communications and/or notifications from CCW Safe by electronic mail, telephone call, text/SMS message, and/or traditional mail.

## **Restricted and Excluded States**

CCW Safe Plans are available only in the Covered Territory. Residents of Washington or New Jersey are not eligible for CCW Safe membership. CCW Safe does not provide services or coverage in Washington or New Jersey.

CCW Safe provides services to New York residents who are active or retired members of law enforcement. These plans have separate terms of service located at [www.nyle.ccwsafe.com](http://www.nyle.ccwsafe.com).

No member will receive benefits for a Covered Self-Defense Use of Force Incident occurring within the states of New Jersey, Washington or New York\*, even if the member is a resident of another state traveling through those states.

\*Members carrying under the legal authority of LEOSA as Qualified Law Enforcement Officer or a Qualified Retired Law Enforcement Officer will receive benefits for Covered Self-Defense Incidents in the State of New York. For details, see your separate terms of service located at [www.nyle.ccwsafe.com](http://www.nyle.ccwsafe.com).

## **Annual Subscription Payments**

Annual subscription payments will be automatically drafted from the payment method provided during enrollment, and will be processed annually on or about the original subscription date. In the event your annual renewal subscription payment fails, payment must be made within 30 days to avoid cancellation.

You may cancel your annual subscription by calling customer service at 855-639-2297 or 405-400-1505 at any time. If more than thirty (30) days are remaining on your annual subscription, you will receive a prorated refund of your annual subscription fee.

## **Monthly Subscription Payments**

Monthly subscription payments are automatically drafted from the payment method provided during enrollment. Monthly subscription payments are drafted approximately every thirty (30) days. In the event your monthly subscription payment fails, payment must be made within 48 hours to avoid cancellation.

You may cancel your monthly subscription by calling customer service at 855-639-2297 or 405-400-1505. Upon cancellation, your subscription membership will terminate on the next scheduled monthly billing date.

## **Member Services & Coverage**

In the event Covered Member is involved in a Covered Self-Defense Use of Force Incident, CCW Safe will pay all reasonable costs to defend Covered Member against criminal charges, civil suits, including pre-indictment investigation and administrative claims against Covered Member's permit arising out of the use of a legal firearm or other legal weapon during a Covered Recognized Self-Defense Use of Force Incident, subject to selected Plan benefits. A Covered Member must maintain his/her subscription while receiving Plan benefits until there is no further need for Plan benefit resources.

## **HR-218 and Law Enforcement Plan Requirements:**

The HR-218 Plan and Law Enforcement Plans (Protector) are for off-duty Covered Self-Defense Use of Force Incidents where the Covered Member is not performing any security type functions, for-pay, or volunteer services where he/she is protecting any person(s), real property, or private property. To qualify for the HR-218 Plan, a member must meet the requirements of 18 U.S.C. § 926B as a Qualified Law Enforcement Officer, or 18 U.S.C. § 926C as a Qualified Retired Law Enforcement Officer. Qualified Law Enforcement Officers are only covered for off-duty Covered Self-Defense Use of Force Incidents. Active Qualified Law Enforcement Officers must provide their agency state, name of agency, and commission/badge number in the space provided on the website form for "permit/license and HR218" information.

A retired law enforcement officer must be a Qualified Retired Law Enforcement Officer under 18 U.S.C. § 926C and provide supporting documentation and be qualified to carry a concealed weapon under LEOSA (HR218) or under a valid concealed carry permit. The identification required by this subsection is the photographic identification issued by the governmental agency for which the individual is employed as a law enforcement officer.

During enrollment, you will need to include in the designated fields "State," "CCW License," and "HR218" any information that shows your status, and send a copy of retired identification to [support@ccwsafe.com](mailto:support@ccwsafe.com) for verification of Qualified Retired Law Enforcement Officer status. (See below).

Information needed:

[STATE RETIRED FROM] for "State"

[NAME OF AGENCY] for "CCW License"

[BADGE NUMBER or COMMISSION NUMBER] for "HR218"

Please be advised that those carrying a concealed weapon under HR218 must be active law enforcement or meet the definition of Qualified Retired Law Enforcement Officers under the LEOSA requirements.

The following occupations DO NOT qualify for the Law Enforcement plan and must join under the standard plan: emergency medical technicians("EMT"), paramedics, firemen, emergency workers that are not law enforcement, corrections officers (that are not under LEOSA), security guards, paid or volunteer security officers, bond agents, body guards, firearms instructors, and any other person that does not fall under the definition of a Qualified Law Enforcement Officer or Qualified Retired Law Enforcement Officer under 18 U.S.C. §926B, 926C or federal LEOSA guidelines. Except as otherwise noted, EMTs, paramedics, firemen, and other emergency workers that respond to emergency scenes are eligible for our Protector Plan with proper identification and a valid concealed carry permit.

## **House of Worship Volunteer Security Team ("VST") Plan Requirements**

The VST Plan is for a volunteer House of Worship ("HOW") security teams with at least three (3) members and must be purchased by a HOW on behalf of the volunteer security team members. This Plan is designed to provide benefits for any criminal, civil or administrative legal action to HOW volunteer security team members for a Covered Self-Defense Use of Force Incident which occurs while providing volunteer security on HOW premises or at official HOW events.

For purposes of this section, "VST Administrator" means the person from a HOW who is responsible for the following: VST Plan enrollment, designating individual volunteer security team members, and

maintaining the HOW member profile. At the time of enrollment, the VST Administrator must designate each member of the VST by first and last name and email address. The VST Administrator is responsible for maintaining the accuracy of the member profile, including designating the VST members, HOW contact information, and form of payment.

Covered Location: The Covered Location for the VST Plan is limited to HOW premises and premises upon which official HOW events are held. Designated HOW VST members are not eligible for any plan benefits beyond this Covered Location. To receive benefits beyond HOW premises or premises of official HOW events, the HOW designated member must purchase an individual Plan.

VST Plan Exclusions: This plan does not provide benefits for those performing for-pay security or for HOW employees whose job duties include providing security for the HOW, or for anyone acting as an “agent” of the HOW. Acting as an agent or security service employee would place you in that “agent” position if it is your permanent responsibility or on any rotating basis (before, during or after church service) to respond to security threats.

No other members of the security team will be covered unless they have been designated by the HOW Administrator within the VST member profile by the HOW Administrator prior to involvement in a Covered Self-Defense Use of Force Incident.

This Plan does not provide benefits to any member of the volunteer security team which does not occur on HOW premises or on the premises of an official HOW event.

This Plan does not provide any benefits whatsoever to the HOW as an entity. Plan benefits extend only to the individual(s) which are designated as VST members at the time of a Covered Self-Defense Use of Force Incident, in an individual capacity only.

### **Comprehensive Plan Benefits**

The following associated costs and expenses are provided to a Covered Member, subject to selected Plan benefits:

- a. Bail bond premiums, as covered by level of plan selected;
- b. Court ordered monitoring device benefit: if Covered Member is required to submit to electronic monitoring as a condition of pre-trial bail, CCW Safe will reimburse Covered Member for all fees, costs, and expenses related to any court ordered electronic monitoring device through the last day of Covered Member’s criminal trial;
- c. Peer support by a former law enforcement officer who has been involved in self-defense shootings when Covered Member is involved in a lethal Covered Self-Defense Use of Force Incident;
- d. Crime scene clean-up within the home and/or vehicle on select plans;
- e. Attorney’s consultation, retainer, and all other necessary attorney’s fees;
- f. Expert witness and expert consultant fees;
- g. Investigator's fees and expenses;
- h. All reasonable expenses incurred by member’s attorney to assist in the investigation or defense of the criminal investigation and/or criminal charges;
- i. Psychological counseling support for Covered Member;
- j. Reimbursement for firearm replacement, where lawful, for the Covered Member until their firearm is returned, as covered by level of plan selected;

- k. Actual loss of Covered Member’s wages while Covered Member is in a criminal or civil trial in accordance with selected Plan benefits;
- l. Where eligible, under prevailing law, legal fees for expungement of the arrest record and/or criminal record following a prosecutorial decline, dismissal or a not guilty verdict;
- m. Attorney’s fees and costs associated with criminal appeals, retrial after appeals and retrial following mistrials; and
- n. Funeral expense benefit when the death of a Covered Member directly arises out of a Covered Self-Defense Use of Force Incident.

**Criminal Defense and Supplementary Payments:** Criminal defense and supplementary payments include attorney’s fees for an experienced criminal defense lawyer, or civil lawyer (as necessary), investigation costs, expert witness fees, and other reasonable and necessary litigation expenses. CCW Safe membership benefits also include the costs of an appeal, retrial and expungement. There is no fixed limit on attorney’s fees or litigation costs.

**Bail/Bond Benefit:** All Plan memberships include a bail bond premium benefit paid for a \$1,000,000, \$1,500,000, or \$2,000,000 bail bond, according to specific Plan benefits and selected Add-On Benefits, provided below:

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	Bond Coverage Add On Benefit	House of Worship Volunteer Security	Spouse Bond Coverage Add On Benefit
\$1,500,000 member & spouse; \$500,000 children	\$1,000,000 member; \$250,000 spouse & children	\$1,000,000 member; \$250,000 spouse & children	\$1,000,000 member; \$250,000 spouse & children	\$1,500,000 member & spouse; \$500,000 children	\$1,000,000 member; \$250,000 spouse & children	\$1,000,000 member; \$250,000 spouse & children	\$1,500,000 or \$2,000,000 (available only on Ultimate or Freedom)	\$1,000,000 each VST Member	\$1,500,000

CCW Safe will coordinate with Covered Member or Covered Member’s family/designee to select a bail bondsman and facilitate making arrangements for obtaining the bail bond. CCW Safe will pay the bail bond premium for Covered Members, up to 10% of the bail bond amount set by the court. CCW Safe does not provide the collateral for the entire bail bond, as this is the responsibility of the Covered Member to coordinate through the bondsman. CCW Safe will facilitate the acquisition of the bail bond and pay the premium, up to 10% of the listed bail bond. For example, if the Covered Member received a \$100,000 bail, CCW Safe would pay up to \$10,000 for the bail bond premium. The rest of that bail bond is secured by collateral of the Covered Member, if required..

**Scene Clean-Up Benefit:** All Plans provide scene clean up benefits. In the event the Covered Self Defense Use of Force Incident requires scene clean up at Covered Member’s Residence Premises or vehicle, CCW Safe will identify, employ and pay for scene clean up services, according to the following selected Plan benefits:

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	House of Worship Volunteer Security Team
\$4,000 in home and vehicle scene clean up	\$3,000 in home scene clean up	\$3,000 in home scene clean up	\$3,000 in home scene clean up	\$4,000 in home and vehicle scene clean up	\$3,000 in home scene clean up	\$3,000 in home scene clean up	\$4,000 scene clean up

**Funeral Expense Benefits:** In the event the death of a Covered Member occurs during a Covered Self Defense Use of Force Incident, CCW Safe provides a funeral expense benefit, according to the following selected Plan benefits:

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	House of Worship Volunteer Security Team
\$15,000 Funeral expense benefit	\$15,000 Funeral expense benefit	No Funeral expense benefit	15,000 Funeral expense benefit	\$15,000 Funeral expense benefit	\$15,000 Funeral expense benefit	\$15,000 Funeral expense benefit	\$15,000 Funeral expense benefit per VST member

**Counseling Benefit:** Covered Member will receive reimbursement for counseling services related to a Covered Self Defense Use of Force Incident according to the following selected Plan benefits:

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	House of Worship Volunteer Security Team
40 sessions Up to \$6,000	10 sessions Up to \$1,500	10 sessions Up to \$1,500	10 sessions Up to \$1,500	40 sessions Up to \$6,000	10 sessions Up to \$1,500	10 sessions Up to \$1,500	20 sessions Up to \$3,000 per VST member

**Lost Wages Benefit:** Covered Member will receive actual lost wage benefits during any criminal or civil trial involving a Covered Self-Defense Use of Force Incident, up to and in accordance with the following selected Plan benefits:

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	House of Worship Volunteer Security Team
up to \$1,000 per day during trial	up to \$750 per day during trial	up to \$250 per day during trial	up to \$750 per day during trial	up to \$1,000 per day during trial	up to \$750 per day during trial	up to \$750 per day during trial	up to \$1,000 per day per VST member during trial
*The Lost Wage Benefit will be based upon Covered Member's actual wages at the time of trial.							

### Civil Liability Coverage Acknowledgement:

All Plan subscriptions include benefits for civil litigation attorney's fees and litigation expenses. However, benefits for civil liability *damages* are only included in the Ultimate and Freedom Plans, or with a Civil Liability Add-On Benefit (see chart below). Civil liability damages coverage provides benefits that financially cover the award of monetary damages assessed against a Covered Member as a result of civil litigation. Civil monetary judgments or fines arising from a Covered Self-Defense Use of

Force Incident awarded or assessed against a Covered Member who has not subscribed to civil liability damages coverage will be the sole responsibility of the Covered Member.

Covered Member acknowledges that this is a Legal Services Subscription Plan and is not an insurance product. In order to receive civil liability benefits related to civil liability damages assessed against a Covered Member arising from a Covered Self-Defense Use of Force Incident, you must subscribe to a Plan or Add-On Benefit that includes a civil liability damages benefit. If a Covered Member has subscribed to a Plan or purchased an Add-On Benefit that includes civil liability damages benefits prior to the Covered Self-Defense Use of Force Incident, the Covered Member will receive Plan benefits related to civil liability damages up to \$2,000,000, in accordance with selected Plan or Add-On Benefit, subject to coverage restrictions discussed below.

Civil Liability Damages	Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense	House of Worship Volunteer Security Team
Included	\$1,500,000 Civil liability damages	None	\$1,000,000 Civil liability damages	None	\$1,500,000 Civil liability damages	None	None	\$1,000,000 per member* <sup>1</sup>
Primary Member Add-On	\$2,000,000 Civil liability damages	\$1,000,000 Civil liability damages	N/A	\$1,000,000 Civil liability damages	\$2,000,000 Civil liability damages	\$1,000,000 Civil liability damages	\$1,000,000 Civil liability damages	
Spouse Add-On	\$1,500,000 or \$2,000,000 Civil liability damages	\$1,000,000 Civil liability damages	\$1,000,000 Civil liability damages	\$1,000,000 Civil liability damages	\$1,500,000 or \$2,000,000 Civil liability damages	\$1,000,000 Civil liability damages	\$1,000,000 Civil liability damages	

\*Subject to the Civil Liability Damages Benefit Exceptions and Limitations below.

Civil Liability Coverage Limitations: CCW Safe maintains an insurance policy, as detailed below, which provides insurance solely to the Company in the event the Company provides a Covered Member civil liability damage benefits related to a Covered Self-Defense Use of Force Incident. For purposes of this section “damages” means the total sum which the Covered Member becomes legally obligated to pay as civil damages, whether by reason of adjudication or settlement, because of “bodily injury” or “property damage” covered by CCW Safe’s policy but not covered by any other valid and collectible insurance, and shall not include expenses incurred by CCW Safe in the investigation, negotiation, settlement, and defense of any claim or suit seeking such damages. The Company’s insurance policy details are below:

<sup>1</sup>\*Civil Liability Damage benefits extend only to the individual designated VST members. The House of Worship does not receive any benefits from the VST Plan.

Named Insured: CCW Safe, LLC – through 2A Insurance Company

2A INSURANCE is a segregated account of MADISON FIRST PROPERTY AND CASUALTY, LTD SAC, a Segregated Accounts Company registered under the Segregated Accounts Companies Act of 2004. This transaction, which is the subject of this document, relates to segregated account 2A INSURANCE.

Damages – Each Claim Limit: \$2,000,000

Damages – Aggregate: \$2,000,000

This is to certify that the policies of insurance referenced above have been issued to the Company, CCW Safe LLC, for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the above referenced policies may be issued or may pertain, the Company's insurance afforded by the above referenced policy is subject to all the terms, exclusions and conditions of such policy.

The Company's civil liability policy provides coverage to the Company on a claims made and reported basis subject to the limits of liability terms and conditions detailed herein. The Company's policy applies only to any claim first made by the Company on behalf of a Covered Member and reported to the insurer during the Company's policy period or any extended reporting that may apply.

The civil liability damage coverage for a Covered Self-Defense Use of Force Incident offers the Covered Member a benefit of up to \$2,000,000 in civil liability damage benefits per Covered Self-Defense Use of Force Incident, and up to \$2,000,000 in the aggregate, in accordance with selected Plan or Add-On Benefits. In addition to the civil liability damage benefit, all Plan subscriptions include coverage for civil litigation fees and expenses as described in the next section.

Some states preclude the assertion of self-defense in defense of a civil claim when a criminal conviction occurs. If Covered Member, as a result of the criminal conviction, is precluded from asserting self-defense in defense of a civil claim, then Civil Liability Damages Protection is limited to \$100,000 per incident and \$100,000 in the aggregate under any Plan or Add-On Benefit.

Civil Defense & Supplementary Payments: Civil defense and supplementary payments include attorney's fees for an experienced civil lawyer, investigation costs, expert witness fees, and other reasonable and necessary litigation expenses. This includes the cost of an appeal. Specifically, this includes the defense of any suit against the Covered Member alleging such bodily injury and/or property damage and seeking damages arising from a Covered Self-Defense Use of Force Incident, even if such suit is groundless, false, or fraudulent; CCW Safe may make such investigation of any claim or suit as may be deemed expedient by CCW Safe.

Civil Appeals: In the event the Covered Member or the Company's insurer elects not to appeal a judgment in excess of the Company's other valid and collectible insurance limits, CCW Safe may elect

to file such appeal at the Company's cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto. The liability of CCW Safe for civil liability damages shall not exceed Covered Member's applicable Plan or Add-On Benefit coverage limit set forth in these Terms of Service and notice of insurance issued to the respective Covered Member for any one Occurrence and excluding the cost of such appeal.

Acknowledgement of Company's Right of Subrogation in Civil Matters: In some jurisdictions, at the conclusion of civil litigation, the prevailing party may be awarded attorney's fees and litigation costs. In this instance, the Covered Member may receive reimbursement for the member's attorney's fees and litigation costs, which were paid by CCW Safe. Thus, CCW Safe has the right to receive that award of fees and costs, through subrogation, as reimbursement. Under no circumstance will Covered Member ever be required to reimburse CCW Safe.

This acknowledgement of the Company's right of subrogation does not give the Company the mutual and exclusive right to subrogation. The Company will act in concert with all other interested parties (if any) in the exercise of such rights of recovery (e.g., Covered Member's homeowner's policy). The Company acknowledges that apportionment may be required under this circumstance, and agrees to exercise its right to subrogation only after all other interested parties, and up to the actual amount expended by the Company. In the event there is a residue after all interested parties' subrogation rights are exercised, the Company agrees the member is entitled to the residue. The Company further agrees to the apportionment of any expenses necessary to the recovery of any such amounts among the concerned interests.

Assignment: Assignment of interest under this policy shall not bind CCW Safe until its consent is physically endorsed thereon in writing.

Vicious Animal Attacks: CCW Safe covers members defending their own life or another human life by a vicious animal actively attacking the same. The protection of animals is outside of coverage.

## **Special Benefits**

House of Worship Volunteer Security Team Coverage: This is a Special Benefit, separate from the House of Worship Volunteer Security Team Plan. The Ultimate Plan and Freedom Plan are the only subscriptions available that include Volunteer Church/House of Worship Security teams or individuals acting as a volunteer security agent for a church. These Plans cover the Primary Member alone or Primary Member's Spouse who is also part of the volunteer security team and lawfully carrying a concealed weapon. Self-defense incidents are not covered for members technically acting as an "agent" of the church. Acting as an agent or security service employee would place you in that "agent" position if it is your permanent responsibility or on any rotating basis (before, during or after church service) to respond to security threats. No other members of the security team shall be covered unless they too, are Ultimate Plan or Freedom Plan members. This coverage is specific to Covered Self-Defense Use of Force Incidents which occur on church grounds in defense of the Covered Member or others. No paid security guards shall receive coverage under this Special Benefit if on-duty.

Texas School Safety Training Guardian Plan Program: The Ultimate Plan is the only subscription offered to individuals who are authorized to carry a firearm under Texas law (Texas PENAL §46.03(a)(1) and GOV'T §411.1901) and have obtained a license for School Safety Certification. The coverage applies to Covered Self Defense Use of Force Incidents wherein the Covered Member's took action to protect students, faculty, and others on school grounds in accordance with Texas Law.

Louisiana Act 680 (Louisiana Revised Statutes Title 14 §95(A))– Permittless Carry for Honorably Discharged Veterans and Active Duty Military: As a Special Benefit under the Constitutional Carry and Freedom Plans, coverage will be available to residents of Louisiana that meet the requirements of Act 680 (Louisiana R.S. Title 14§95(A), including being an honorably discharged veteran or active duty military personnel and otherwise legally allowed to carry under the Act.

Extreme Risk Protection Order Coverage (“Red Flag Law” Coverage): All Covered Members receive benefits for administrative actions against them arising from a Covered Self-Defense Use of Force Incident, including any Red Flag Law complaints/hearings; this Special Benefit applies only to Covered Use of Force Incidents which occurred after January 12, 2021. Outside of a Covered Self-Defense Use of Force Incident, members will have access to this Special Benefit which provides up to \$5,000 or \$10,000 (depending on the member’s Plan) of contracted attorney fees for proceedings associated with an Extreme Risk Protection Order. This Special Benefit does not cover any use of force used to prevent a court appointed agent(s) or law enforcement officer from confiscating any weapon required to be surrendered in compliance with an Extreme Risk Protection Order. CCW Safe will not provide services for any orders that are not considered "Extreme Risk Protection Orders" to include any other forms of court issued personal protection orders restraining any other activities, including but not limited to victim protective orders, personal restraining orders relating to harassment, stalking or domestic disputes.

Ultimate	Defender	HR218	Protector	Freedom	Constitutional Carry	Home Defense
\$10,000 Red Flag legal fee expenses outside of Covered Incident	\$5,000 Red Flag legal fee expenses outside of Covered Incident	\$5,000 Red Flag legal fee expenses outside of Covered Incident	\$5,000 Red Flag legal fee expenses outside of Covered Incident	\$10,000 Red Flag legal fee expenses outside of Covered Incident	\$5,000 Red Flag legal fee expenses outside of Covered Incident	\$5,000 Red Flag legal fee expenses outside of Covered Incident

TSA Violation: As a Special Benefit under the Ultimate and Freedom Plans, CCW Safe will retain an attorney to represent the Covered Member in any administrative proceeding arising from a Covered TSA Violation; this benefit provides up to \$10,000 in attorneys fees per occurrence; this benefit does not include criminal violations or proceedings arising from a Covered TSA Violation; this benefit does not provide reimbursement for civil fines assessed as a result of a Covered TSA Violation; this benefit does not provide reimbursement for confiscated firearms as a result of a Covered TSA Violation; this benefit does not apply when the Covered TSA Violation is deemed a repeat offense by the TSA. This Special Benefit applies only to Covered TSA Violations which occurred after November 3, 2023.

Firearm Replacement/Reimbursement: Following a Covered Self-Defense Use of Force Incident, a Covered Member may make a request to CCW Safe in writing for reimbursement of the cost of replacing the firearm used in the self-defense incident if the Covered Member’s legal firearm that was used in the Covered Self-Defense Use of Force Incident was taken into evidence and is being held as evidence by law enforcement pending further action or investigation; provided the Covered Member is not subject to any court condition, bond or administratively imposed restriction that prohibits Covered Member’s possession, purchase or ownership of a similar firearm, or suspends or revokes the member's concealed carry permit or right to permissless carry.

Additionally, the Covered Member must provide written correspondence from his/her attorney that, notwithstanding the ongoing police investigation of the Covered Self-Defense Use of Force Incident, the member may legally own, purchase and possess a firearm under state and federal law; and the member's firearm seized by law enforcement is not subject to return within a reasonable time.

Upon receipt of the above requested information, CCW Safe will authorize reimbursement to the member for the purchase of a comparable firearm (up to its manufacturer's suggested retail price). Prior to receiving reimbursement, the member must submit proof of purchase of the replacement firearm. Proof of purchase of the seized firearm may be required in the case of rare, antique, or exotic firearm (or a statement reflecting make, model and fair market value of the seized firearm). Under no circumstances will CCW Safe purchase a firearm for a Covered Member or participate in any firearm transfer.

### **Provisional Membership Terms**

Provisional Members include: (1) a spouse that has been added to or included in a membership that do not have a valid CCW permit, (2) children under 18 years of age that are covered as a Familial Status designee, and (3) an individual single member who has passed all the state requirements (background check and training requirements if applicable) who is merely waiting for a permit to arrive.

Provisional Spouse Member: This Provisional Term covers a spouse that has been added to a Primary Member's Plan who is not restricted from possessing a firearm. The spouse must reside in the same residence premises and is covered for use of all legal weapons and physical force in response to a Covered Self-Defense Use of Force Incident. The subscription period and bail bond matches that of the Primary Member's coverage for purchased additional spouse coverage and is terminated when the Covered Member terminates service or service is canceled by any other means (if the member is covered up to a \$500,000 bond so is the spouse for coverage outside the home following Spouse added coverage payment of \$100).

Provisional Familial Status Member: This Provisional Term covers all designees under Familial Status that reside in the same residence premises as the Primary Member. The designees are covered for Recognized Self-Defense Use of Force Incidents within the Residence Premises only, even if they do not have a concealed carry permit, and are covered for use of all legal weapons and physical force in response to a Covered Self-Defense Use of Force Incident. The bond for those covered under Familial Status is up to a \$250,000 bond unless upgraded through a covered plan. The subscription period matches that of the Primary Member and is terminated when the Primary Member terminates service or service is canceled by any other means. All home coverage restrictions still apply.

Provisional Permitted Member (Individual): This Provisional Term allows a member to receive services upon completion of a state required background check and concealed carry course (if part of process), with services continuing for up to 4-months to allow members to physically obtain a permit. The Provisional Term enables a Covered Member to receive services anywhere it is legal for the member to possess a firearm (home, vehicle, public or private property the Covered Member is not trespassing). If the Covered Member under the Provisional Term fails to provide CCW Safe with proof of valid permit within 4-months after signing up for service, then the member agrees to move to a qualified non-permit plan, or cancel their membership and receive a prorated refund.

## **Restrictions, Limitations, Notices and Exclusions**

Selection of Counsel: With the input of the member, CCW Safe will select and retain counsel to represent a member in a Covered Self-Defense Use of Force Incident, and will assist and support retained counsel in litigation management.

Cooperation: Covered Member agrees to cooperate with CCW Safe in connection with services provided to Covered Member, including, but not limited to, cooperation with any attorney retained to assist Covered Member, attending all required court appearances, and authorizing any attorney retained to assist Covered Member to communicate with CCW Safe regarding any information reasonably requested by CCW Safe. Covered Member must execute any consent to release non-privileged information, as required by any attorney assisting Covered Member pursuant to Plan benefits.

Substances That Alter Judgment: CCW Safe recommends that members do not carry firearms while under the influence of any substances that alter judgment. CCW Safe will not deny plan benefits for an otherwise Covered Use of Force Self-Defense incident because the member is alleged to be impaired. CCW Safe Plan benefits will be provided for any Covered Use of Force Self-Defense incident where the legal defense of justifiable use of force may be lawfully raised, and admissible evidence of self-defense or the defense of another exists.

Domestic Relationships: CCW Safe provides service for Covered Members in all Covered Use of Force Self-Defense Incidents without regard to the relationship of the parties involved.

Outside Scope of Coverage: CCW Safe will not provide subscription benefits for any incident or event that is not a Covered Use of Force Self-Defense Incident or any incident occurring outside a member's subscription period, Plan requirements, or proceedings that follow any incident occurring prior to joining as a member.

On-Duty Incidents Coverage Exclusion: CCW Safe will not provide the services for any on-duty incidents or extra-duty security incidents to include, but not limited to, police officers, private investigators, correction officers, security guards, security forces, church security teams (limited coverage), bond agents, private investigators, or military personnel, whether paid or volunteer. On-duty coverage shall be covered by the employing agency or the organization for whom the individual is working or volunteering. CCW Safe does not take the place of the employer or organization, who has a duty to defend the actions of its employee/agent officer. If a use of force incident is found to be outside the course and scope of employment, then CCW Safe would perform a coverage analysis to determine what coverage, if any, applies. CCW Safe will not provide the services for a member outside the Plan description.

## **Insurance Products and/or Other Legal Service Memberships**

If a Covered Member has an insurance product or another legal services membership plan, CCW Safe, upon notification by the Covered Member, will respond and begin services. If the Covered Member has any plans, policies, or memberships that offer any financial assistance toward their defense, CCW Safe will work with the Covered Member to obtain any applicable financial assistance in connection with their defense. If there are conflicting terms between these terms herein and other policies or other membership plans, CCW Safe will attempt to negotiate resolution of such conflict in the best interest of the member. In the event of a Covered Self-Defense Use of Force Incident, CCW Safe will work with the Covered Member to determine any and all policies of coverage or membership plans that may

be utilized for the Covered Member's benefit. Covered Member agrees to transfer any subrogation rights or interests from any employer, agent, agency, or policy to CCW Safe.

### **Dispute Resolution**

Upon any dispute, claim, or controversy, arising out of these Terms of Service, Covered Member acknowledges and agrees that any such dispute will first be submitted for resolution through mediation. If mediation is unsuccessful, the dispute, claim, or controversy shall be resolved through binding arbitration in Oklahoma City, Oklahoma and administered according to the Commercial Arbitration Rules of the American Arbitration Association and applying the laws of the State of Oklahoma.

### **Electronic Notices**

Covered Member agrees to receive notices related to plan membership and these Terms of Service by electronic mail, which shall be valid upon transmission of the notice by CCW Safe to Covered Member's email address contained in Covered Member's profile.

### **False Reports & Abuse of Emergency Line**

CCW Safe provides its Covered Members access to a 24-hour emergency hotline number. CCW Safe will charge \$75 for false reports, "test" calls, and other abuses of the 24-hour hotline number. The 24-hour member hotline number is forwarded to multiple people, including attorneys, investigators and administrative personnel. Abuses to the 24-hour member hotline can result in suspension of service.

### **Entire Agreement, Non-Assignment, and Severability**

These Terms of Service contain the entire agreement between CCW Safe and the Covered Member, and supersedes any and all prior agreements and understandings, and are divisible and separable. If any of the Terms of Service are found to be or becomes invalid, illegal, or unenforceable, such term or terms shall be reformed to approximate as nearly possible the intent of the CCW Safe and Covered Member, and the remainder of the terms shall not be affected thereby and shall remain valid and enforceable to the greatest extent permitted by law. Subscription benefits are not transferable.

### **Counsel**

Covered Member acknowledges that these Terms of Service create certain legal rights and obligations between the CCW Safe and Covered Member, and acknowledges that Covered Member has had the opportunity to consult with legal counsel as Covered Member deems appropriate, and that Covered Member understands these Terms of Service.

### **No Attorney Client Relationship and Release of Liability**

Covered Member acknowledges that no attorney-client relationship is created between Covered Member and CCW Safe upon remitting membership payment for a selected level of service or upon acknowledgment of these Terms of Service by Covered Member. Although CCW Safe will obtain and pay for the above-described legal services related to a Covered Self-Defense Use of Force Incident, the Covered Member expressly and unconditionally releases without limitation and agrees to hold harmless CCW Safe from any claim, controversy, or dispute arising out of any services provided by CCW Safe, or other service rendered by a contracted law firm, its attorneys and other personnel, a professional firm or business affiliated with or retained by a network law firm, and its employees, contractors, or personnel.

**Cancellation**

Coverage under any of the above described Terms of Service will automatically terminate upon cancellation or non-renewal of the Primary Member's subscription or upon the failure to maintain such membership in good standing.

**Effective Date**

These Terms of Service are effective as of November 3, 2023, and apply to current subscriptions and any subscription initiated after the effective date.

**Purchase and Consent to Terms of Service**

By subscribing to any CCW Plan Covered Member acknowledges he/she has read, analyzed, understands, and agrees to be bound by these Terms of Service. Covered Member further acknowledges that he/she is unaware of any grounds or circumstances which would preclude eligibility for CCW Safe membership. This membership subscription is annual and in effect for one year from the date of enrollment and completed payment to CCW Safe. At the end of the subscription period, your membership subscription will automatically renew. All verifications (ID or associated record copies) of military or law enforcement, active or retired, shall be forwarded to support@ccwsafe.com to be filed and only updated if there is a status change.