



**RIGHT TO  
BEAR**  
*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
Phone: 833-887-BEAR (2327)  
[www.protectwithbear.com](http://www.protectwithbear.com)

## **Defending and Protecting The Responsible Gun Owner**

At Right To Bear, we strongly support the 2nd Amendment and the right of all citizens to defend themselves and their loved ones. Despite the fact that most states do not fully impede your ability to own, operate, and carry firearms and use them in self-defense, many Americans continue to face expensive litigation and even criminal charges for exercising this right.

Right To Bear is an American self-defense association that is dedicated to the preservation of individual liberty, for all freedom-loving people, in the United States, who desire to defend their family with the legal protection necessary, in an era of elites trying to control their lives. As a member of Right To Bear, protecting your family means you never have to defend them alone.

That's why we created Right To Bear - the first membership organization in America to offer immediate, comprehensive, nationwide, 24-hour support for gun owners who are forced to defend themselves or their family with a firearm.

Right To Bear is operated by staunch supporters of the 2nd Amendment who carry firearms for protection every day. When self-defense is your only option, you should rely on Right To Bear to protect you and your rights.

## **Right To Bear Association Benefits**

### **Training & Education Resources**

Expert documents and videos providing information on safe firearm use, avoiding threats, and legal exercise of your rights.

### **Monthly Newsletter**

Helpful and informative material involving tips, industry information, safety, etc. provided for your educational benefit.

### **Discounts to Industry Partners**

Seasonal discounts are offered to our members for use at our industry partners' stores for their products and/or services.

### **Legal Protection - Civil & Criminal defense**

Right To Bear provides unlimited coverage for civil and criminal legal expenses arising from actions taken in self-defense. There are no caps or limits on this coverage. We also cover appeals.

## **How Right To Bear Works**

Right To Bear works with you, the associate, and with our network of attorneys to provide benefits on both a criminal and civil level. Following an event that requires you to act in self-defense - with or without a firearm - you would first call 911. You would then call the 24/7 emergency attorney hotline which would connect you to one of our network attorneys who will walk you through the process of cooperating with law enforcement and prevent you from exposing yourself to self-incrimination. Upon answering your call, the answering attorney will immediately establish attorney-client privilege.



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If you are charged with a crime and a bail is established, we can IMMEDIATELY wire money to a bail bondsman or arrange bail up to \$100,000, so you can get out of jail and begin working with your attorney on your defense.

ALL RIGHT TO BEAR MEMBER BENEFITS ARE SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE RIGHT TO BEAR MEMBER AGREEMENT AND PROTECTION PLAN TERMS AND CONDITIONS. PRIMARY ASSOCIATES AND ADDITIONAL ASSOCIATES, IF APPLICABLE, ACKNOWLEDGE THAT ALL PORTIONS OF RIGHT TO BEAR ARE NOT AN INSURANCE PRODUCT.

## **Member Services**

### **24/7 Protection**

It may happen at any time, when you least expect it, or may never happen at all but, Right To Bear will be there for you IMMEDIATELY. You will be protected anywhere in the United States, if you are at home, on a business trip, running errands around town, or even on a vacation in the US (Must have the Multi-State add on), you will be protected. (Membership not available in NJ, NY, WA). Note that the exclusion for these states only applies to residents of these states. Members residing in any state other than these three states that have purchased the Multi-State add-on would be protected should they have to act in self-defense in any state including New Jersey, New York, or Washington (state).

After a Right To Bear Member has a Self Defense incident and calls 911, the member would then contact our 24/7 Emergency Hotline, from there the member would be connected with an Attorney from our legal counsel to consult on the incident. Our Attorney would then help the Member assess the incident and help with the proper information to tell Law Enforcement for the time being, along with being on the phone to help speak with Law Enforcement if necessary.

If the member were to be arrested by Law Enforcement, Right To Bear would provide the bond money necessary to bail out the member when it is legally permitted and possible. (Must have Bail Bond add on).

Right To Bear will provide the Member with an attorney referral from the jurisdiction where the act of self-defense occurred and work directly with the attorney and their firm. Right To Bear would contact the attorneys necessary in your area to begin the vetting process to make sure we find the best and most qualified to represent the member. When the attorney is officially on retainer for the member, Right To Bear will continue to pay the Attorney's fees and help when needed. Members also have free choice of Attorney.

### **Immediate Protection**

Our recommendation is that you call 911 for initial assistance, then call our emergency attorney hotline provided by Right To Bear. Immediately, you will have established attorney-client privilege with one of our experienced and skilled attorneys. At this time, they will provide you with the necessary legal information and know-how on how to cooperate with law enforcement and begin representing you in your defense.

### **Attorney Answered Hotline.**

Immediately establish attorney-client privilege when dialing our 24/7 emergency attorney hotline number listed on your member portal and ID card.

### **Up-front money.**



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WE ARE NOT A REIMBURSEMENT COMPANY. We pay our legal fees UPFRONT and leave you, the member, without the headache of dealing with attorneys. Our job is to help support our associates while providing real time 2A education, information, and training materials.

**No concealed carry license needed to join.**

Whether you have a CCW or not, RTB is there to defend you.

**Covers off & on-duty law enforcement and security.**

RTB is here to help and support our friends in law enforcement and security positions. We believe in law & order and supporting those in uniform is a passion of ours both on & off duty.

**Additional Associate Coverage**

With Right To Bear, you have the opportunity to not only protect yourself, but your loved one's as well. You have the option of adding an additional associate to your coverage. This can be a spouse, domestic partner, or any adult (age 18 or older) that legally resides at your primary place of residence. In terms of our yearly billing option, adding an additional associate comes out less expensive than purchasing a separate membership. With the additional associate membership, said individual is considered a full member in the same way a base associate member is. Additional associates also have access to the same add-ons. The only difference is the primary account holder, and the additional associate will share a login and ID card.

**Member Services Specifics**

The following is a description of the maximum services available.

**Monthly Newsletter**

Monthly Newsletter - As a member of Right To Bear, a monthly newsletter with information about self-defense, 2A law changes, and your active membership will be sent to you to help educate and insulate you on how to better protect your family.

**Training & Education**

Training Curriculum – Right To Bear offers a vast variety of training and educational content inside of your member portal. These videos can be accessed via your phone, tablet, or desktop. Whether on the road or at home, training and education is our top priority to keep you safe as a responsible gun owner.

**24/7 Emergency Legal Hotline**

In the event you must act in self-defense, we recommend you first call 911. Your second call should be to our 24/7 emergency attorney hotline listed on your member ID card and on your member portal. This line is active at all times (including weekends and holidays) and will be answered directly by one of our contracted attorneys.

**Psychological Support**

Following an event requiring you to use self-defense, you may find that you need counseling and/or other types of psychological support. This individual will provide assistance starting immediately after the time of your self-defense actions, and they will aid you in accessing all of your membership benefits.

**Attorney Referral**



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Following your self-defense event, Right To Bear will work quickly to locate the best attorney in your area. We will decide the attorney assigned to you based on a variety of factors including ability to take your case, familiarity with the local/state legal system, and experience with your particular type of situation.

### **Choice of Defense Attorney**

Although we can recommend an attorney following an event where you acted in self-defense unless, you have the option to provide your own attorney separate from our network. If you choose this route, your legal fees will still be covered by Right To Bear. *(Requested attorney must adhere to RTBA Attorney Network guidelines)*

### **Expert Witness Coordination**

In the event that your self-defense case goes to trial, Right To Bear will cover the expense of an expert witness if needed as part of your defense. Your attorney and Right To Bear are committed to ensuring that you have the best defense that is equipped to provide the jury with appropriate evidence for them to be able to make an informed decision on your case.

### **Gun Replacement Confiscation Coverage**

If you are unable to obtain your firearm following your case, RTB will replace your firearm or purchase a new weapon of the same make and model or one of similar value.

### **Up to 40 Sessions of Psychological Support**

If needed, Right To Bear will provide up to a total of 40 one-hour sessions for you and/or your family with a counselor of your choice for the purpose of helping you recover mentally and emotionally from the trauma associated with your self-defense actions.

### **Up to \$100,000 for Bail Bond**

Right To Bear provides the required 10% of the posted bond up to \$100,000 in total funds disbursed per self-defense situation. Bonds can be expensive, so we have provided the option to help with the cost of your bail if necessary.

### **Civil & Criminal Defense Protection**

If you are required to defend yourself in a criminal &/or civil case, it can be extremely intimidating. You'll have access to UNLIMITED legal fees to protect you to avoid a criminal conviction or a civil judgment. Right To Bear pays all upfront and leaves you with NO OUT-OF-POCKET COSTS.

### **Minor Children Protection**

Minor children protection provides legal considerations and measures of minors (under 18) who are involved in situations where self-defense actions may occur. Right To Bear offers protection through a combination of legal awareness, proper education, and responsible guidance from parents or legal guardians.

### **Up to \$50,000 Negligent Discharge.**

A negligent discharge can also trigger a financially devastating civil lawsuit. You get defense protection of up to \$50,000 for property damage you unintentionally caused.



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## MEMBERSHIP TERMS AND CONDITIONS

THIS MEMBERSHIP SERVICE AGREEMENT, together with any Order form(s) (each of which is hereby incorporated by this reference) (collectively, this “**Agreement**”), is a legally binding agreement between you and Right to Bear Association, LLC, a South Carolina limited liability company (the “**Association**” or “**we**” or “**us**”). When you click “submit” or words of similar import, check a box, make payment (in whole or in part) or otherwise indicate agreement or consent during the process of ordering, activating, purchasing, signing up for or using the Services provided by the Association, you and we are agreeing to be bound by this Agreement to the same extent as if you and we had manually executed a paper copy of this Agreement, and you understand that you are entering into a binding agreement electronically, and you intend to enter into this Agreement electronically. If you do not agree with the terms and conditions in this Agreement, you should not proceed with the ordering process or use our Services.

This Agreement will become effective with respect to each Associate (as defined herein) identified in an Order as of the date on which the first payment for such Associate has been made hereunder (the “**Effective Date**”).

### I. DEFINITIONS:

- A. “**Agreement**” has the meaning set forth in the preamble.
- B. “**Applicable State**” means South Carolina.
- C. “**Associate**” or “**you**” means the person(s) identified in a valid Order as purchasing and/or receiving Services under this Agreement or otherwise designated by the Association to receive Services under this Agreement.
- D. “**Association**” has the meaning set forth in the preamble.
- E. “**Contracted Lawyer**” means an independent individual licensed or admitted to practice law in the Applicable State with whom the Association contracts to provide legal services for Associates pursuant to this Agreement.
- F. “**Effective Date**” has the meaning set forth in the preamble.
- G. “**Emergency First Aid Incident**” means any incident where a third party sustains injuries as a result of an accidental firearm discharge or self-defense and an Associate helps such third-party using emergency First Aid to save such third party’s life, but only if the Associate does not receive or expect to receive any compensation for such services.
- H. “**Lawful Weapon Use**” means the discharge, threatened discharge, or display by an Associate of a firearm (whether or not the firearm is actually discharged, including any accidental discharge), or the use or threatened use of any other lawful weapon, for the purpose of stopping a threat.
- I. “**Legal Proceeding**” means a civil or criminal proceeding brought and maintained against an Associate, provided that coverage under this Agreement with respect to any such proceeding shall be limited to a trial on the merits in a court of competent jurisdiction, a direct appeal of any final judgment to a court of competent appellate jurisdiction and a further appeal to the highest court of appeals in such jurisdiction (excluding in each case appeals which the Association determines are frivolous, made in bad faith or made solely for harassment or delay).



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J. **“Order”** means a written request to purchase the Services pursuant to the Association’s website.

K. **“Services”** means the services described in Article III of this Agreement and, solely to the extent selected and separately paid for by an Associate pursuant to a valid Order, the optional additional services described in Article IV of this Agreement.

## II. ELIGIBILITY TO RECEIVE SERVICES

A. Subject to the terms and conditions of this Agreement, each Associate enrolled pursuant to a valid Order shall be eligible to receive the Services purchased pursuant to such Order as of the Effective Date. For the avoidance of doubt, the Services shall be available to an Associate’s minor children, spouse or other secondary Associate(s) only if such minor children, spouse or other secondary Associate(s) are enrolled as secondary Associate(s), and all applicable fees then due for such persons are paid, pursuant to a valid Order.

B. Notwithstanding anything in this Agreement to the contrary, the Association shall not be obligated to provide any Services to any Associate (including any secondary Associate) if such Associate is not, as of the relevant time of determination, enrolled or current on all payments then due to, or is otherwise not in good standing with, the Association, in each case as determined by the Association.

## III. SERVICES INCLUDED

A. Subject to the terms and conditions of this Agreement (including all limitations and exclusions set forth in Article VI), the Association shall cause to be provided to each Associate by a Contracted Lawyer the following services:

1. Upon request by an Associate through use of the Association’s telephone support line during normal business hours of the Association (8:00 a.m. – 5:00 p.m. Eastern Time), reasonable legal advice by a Contracted Lawyer with respect to the possession and use of firearms and other legal weapons and other legal matters directly relating thereto.

2. Upon request by an Associate through use of the Association’s emergency telephone support line at any time (24 hours per day, 7 days per week), legal advice by a Contracted Lawyer for an emergency involving an incident with respect to which Services are available pursuant by this Agreement.

3. Legal representation by a Contracted Lawyer in the defense of any Legal Proceeding arising from Lawful Weapon Use by the Associate in the Applicable State. Each Associate shall promptly notify the Association when an incident involving Lawful Weapon Use has occurred and shall fully cooperate with the Association and the Contracted Lawyer in connection with such incident and the Services provided hereunder, including through attendance at all court dates, hearings, and other appearances and keeping all appointments with the Association and the Contracted Lawyer. An Associate must request such legal services by calling the Association’s emergency telephone support line or the Association’s office at (833) 887-7720 or by sending an email to [info@protectwithbear.com](mailto:info@protectwithbear.com). If an Associate does not make such a request in such a manner, the Association shall not be obligated to provide legal services and the Associate will not be provided with a Contracted Lawyer.

B. In addition to the Services described in Section III(A), subject to the terms and conditions of this Agreement, each Associate shall have access to education material relevant to firearm owners made available by the Association



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to its associates, including topics relating to firearms laws and updates on current issues relevant to firearm owners. Such material, together with other benefits granted by the Association from time to time, will be made available through the Association's secure portal.

#### **IV. MEMBERSHIP ELIGIBILITY**

- A. Individuals must be at least 18 years of age and a resident of the United States to join Right To Bear.

#### **V. TERM OF MEMBERSHIP - AUTOMATIC RENEWAL**

A. Provided all dues as described in the Membership Application or on the website at the time of purchase are paid, the term of a Primary Associate membership (and Additional Associate membership if applicable) is one (1) year (or one month if monthly billing is selected) from the date of initial processing and purchase from our website, [www.protectwithbear.com](http://www.protectwithbear.com). All Right To Bear approved paper membership applications are processed subsequently through the website which then sets the term for the membership.

B. The Primary Associate's (and Additional Associate's, if applicable) membership shall automatically renew and be charged at the one (1) year anniversary of their a) initial purchase, or b) previous billing cycle date. For those that select monthly billing, their membership shall automatically renew and be charged at the one (1) month anniversary of their a) initial purchase, or b) previous billing cycle date.

C. Upon submitting the Membership Application, the Primary Associate grants authorization to the Right To Bear Association (including any authorized party acting as a payment processor or member servicing organization) to withdraw funds from the Primary Associate's account (in the case of a valid debit card) or make a charge on the Primary Associate's credit card (if a valid credit card is used) for the payment of the Primary Associate's membership dues, which include any additional options and/or an additional associate, as outlined in the Membership Application. If the Primary Associate prefers to make payment by check or cash, such payment methods must be explicitly approved by the association prior to acceptance, although it is worth noting that cash and checks are rarely accepted as viable payment methods.

D. As the Primary Associate's membership (and Additional Associate membership, if applicable) is set to automatically renew, the Primary Associate grants authorization to Right To Bear (or its payment processor/servicing organization) to withdraw funds from the Primary Associate's account (in the case of a valid debit card) or make a charge on the Primary Associate's credit card (in the case of a valid credit card) for the membership dues. This payment will be made one (1) year after the submission and acceptance of the Membership Application, and subsequently every year thereafter, at the rate determined by Right To Bear for the specified level of services mentioned in the Membership Application.

E. In the event that Right To Bear tries to withdraw funds from the Primary Associate's account (in the case of a debit card) or make a charge on the Primary Associate's credit card (in the case of a credit card), and the transaction is declined or rejected due to insufficient funds, incorrect details, or any other problem, Right To Bear will inform the Primary Associate. Following this notification, if the payment is not made within ten business days, Right To Bear has the right to consider this situation as a cancellation and may terminate the membership of the Primary Associate (and Additional Associate, if applicable) effective from the payment's due date.

F. It is the Primary Associate's responsibility to notify Right To Bear of any change in address, phone number, email, or payment method information. You may do so by calling 833-887-2327 M-F 9:00 am – 4:00 pm EST or by logging into your customer portal at [www.protectwithbear.com](http://www.protectwithbear.com)



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G. If a Primary Associate (or Additional Associate, if applicable) renews their membership, the terms and conditions in the Membership Agreement shall also renew and shall govern Primary Associate's (and Additional Associate's, if applicable) membership in Right To Bear.

H. Should an Associates membership payments become overdue by 31 days or more, a reactivation fee of \$15.00 may be applied. In the event that an incident arises from the time your payment is 31 days overdue until the membership is reactivated, please be advised that coverage will not be provided during this period.

## **VI. OPTIONAL ADDITIONAL SERVICES**

Subject to the terms and conditions of this Agreement (including all limitations and exclusions set forth in Article VI), the Association shall provide or cause to be provided any one or more of the following additional services to an Associate who selects and pays the applicable additional fees for such services pursuant to a valid Order:

A. Emergency First Aid Incidents. If an Associate selects and pays for Emergency First Aid Incident coverage, and if the Associate completes the Right to Bear Training and Credentialing Program, the Association shall cause to be provided to the Associate legal representation by a Contracted Lawyer in the defense of any Legal Proceeding arising from an Emergency First Aid Incident in the Applicable State.

B. Additional States. If an Associate selects and pays for Additional States Coverage, the Associate shall be entitled to the same Services purchased by the Associate pursuant to a valid Order for all of the states identified in such Order as being states in which the Association or its subsidiaries are duly licensed or qualified and provide the Services, subject to the limitations and exclusions otherwise provided in this Agreement.

C. Bail Bond Services. If an Associate selects and pays for Bail Bond Services, the Association shall cause to be provided to the Associate bail bond services offered by a Contracted Lawyer relating to bail in an amount of up to \$100,000.00 and a bail bond fee of up to \$10,000.00 (provided that the Association must be the sole payor of such bond and such fee must cover the entire bond; such fee may not be stacked or otherwise combined with any fee or funding from any other source). The Associate shall be responsible for satisfying all requirements to obtain a bail bond from a licensed bondsman (other than legal services), including guarantees or collateral. THIS IS NOT A SURETY AGREEMENT, AND NEITHER

THE ASSOCIATION NOR ANY CONTRACTED LAWYER SHALL BE REQUIRED TO ACT AS SURETY FOR ANY ASSOCIATE.

D. Expert Witness Services. If an Associate selects and pays for Expert Witness Services, then upon determination by a Contracted Lawyer that an expert witness is necessary, the Association shall make available to the Associate an expert witness contracted by the Association who has agreed to serve as such in accordance with the Association's then current standard terms and conditions, if any. If the Associate uses any expert witness other than the expert witness made available by the Association hereunder, the Association shall have no liability or obligation to pay or reimburse the Associate, and the Associate shall be responsible, for any costs and expenses of such other expert witness.

F. Minor Children Protection. If an Associate selects and pays for Minor Children Protection, the Association agrees to provide legal defense and support to minor children under the care of the Associate in the event they are involved in a self-defense incident. This includes any actions taken by the minor child(ren) to protect themselves from imminent harm or danger. The Association shall appoint a Contracted Attorney to represent and defend the interests of the minor child(ren) involved in a self-defense incident.





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## **VII. PRICING AND PAYMENTS**

A. In consideration for the Services, each Associate shall pay to the Association all fees, charges and other amounts applicable to the selected Services as specified by the Association at the time of an applicable Order or any renewal, together with all applicable taxes. All rates set forth in an applicable Order are valid only during the initial term of this Agreement. Thereafter, the rates for each renewal term under this Agreement shall be the Association's then current rates.

B. Payments under this Agreement may be collected by a third party. Each Associate hereby consents to and authorizes the Association to disclose such information from or about such Associate or its account as may be required in connection with such collection's activity.

C. THIS AGREEMENT IS A MEMBER SERVICES CONTRACT AND IS NOT INSURANCE. ACCORDINGLY, THERE ARE NO DEDUCTIBLES OR CO-PAYMENTS REQUIRED UNDER THIS AGREEMENT.

## **VIII. LIMITATIONS AND EXCLUSIONS**

Notwithstanding anything in this Agreement to the contrary:

A. THIS AGREEMENT IS NOT AN INSURANCE POLICY, AND THE SERVICES PROVIDED FOR HEREIN ARE NOT INSURANCE. THE ASSOCIATION AND THIS AGREEMENT IS A CONTRACT FOR MEMBER SERVICES, IN ACCORDANCE WITH THE LAW OF THE APPLICABLE STATE. THE SERVICES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT DOES NOT, AND SHALL NOT BE CONSTRUED OR DEEMED TO, PROVIDE FOR OR REQUIRE THE ASSOCIATION TO INDEMNIFY OR REIMBURSE ANY ASSOCIATE OR ANY OTHER PERSON FOR ANY LOSSES, DAMAGES, LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, EXPENSES OR OTHER AMOUNTS ASSERTED AGAINST OR PAYABLE BY ANY ASSOCIATE.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER THE ASSOCIATION OR ANY CONTRACTED LAWYER, NOR ANY OTHER PERSON OR ENTITY ON THEIR BEHALF, MAKES OR HAS MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING AS TO THE OUTCOME OF ANY PAST, PRESENT OR FUTURE COVERED INCIDENT, IT BEING AGREED THAT THE SERVICES ARE PROVIDED "AS IS". IN NO EVENT SHALL THE ASSOCIATION BE LIABLE TO ANY ASSOCIATE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ANY PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.



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C. THE TOTAL, AGGREGATE AND CUMULATIVE LIABILITY OF THE ASSOCIATION, IF ANY, FOR ALL CLAIMS UNDER THIS AGREEMENT OF ANY KIND WHATSOEVER, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED AT ANY GIVEN TIME THE TOTAL AMOUNTS PAID TO THE ASSOCIATION BY ALL ASSOCIATES HEREUNDER IN THE IMMEDIATELY PRECEDING SIX MONTHS. EACH ASSOCIATE ACKNOWLEDGES THAT THE ASSOCIATION HAS SET ITS RATES, AND ENTERED INTO THIS AGREEMENT, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

D. The Association shall provide Services only with respect to incidents that occur on or after the Effective Date and prior to the date of termination of this Agreement. This Agreement provides no benefit or coverage for any incidents that occur prior to the Effective Date or after termination of this Agreement.

E. This Agreement specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to provide, any legal representation or other Services or any other any benefit or coverage hereunder arising out of or in connection with:

1. Any incident or Legal Proceeding involving Lawful Weapon Use unless, at the time of such Lawful Weapon Use, the Associate was in lawful possession of the applicable firearm or other lawful weapon and the Associate was in a location where possession of such firearm or other lawful weapon by the Associate was legally permitted;
2. Any incident or Legal Proceeding for conduct that is not directly and specifically related to Lawful Weapon Use by an Associate for which justification is available as a defense under applicable law, provided that this exclusion shall not apply with respect to an Emergency First Aid Incident;
3. Any incident or Legal Proceeding if, at the time of the applicable incident, the Associate was committing a crime for which justification is not available as a defense under applicable law;
4. Any incident involving a firearm or other lawful weapon against current or former family members, household members, domestic partnerships, romantic relationships, or similar relationships of any Associate, unless in a posture of legal self-defense as the victim of the incident.
5. Any use of explosives or chemicals; or
6. Any circumstance in which providing such legal representation or other Services, or other benefit or coverage, hereunder would be contrary to public policy or illegal.

F. This Agreement specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to provide, any legal representation or other Services or any other any benefit or coverage hereunder with respect to any Associate if:

1. The Associate is engaged or allegedly engaged in criminal or other illegal activity, including organized crime or illegally possessing, importing, transferring, trading, selling, receiving, shipping, transporting or otherwise dealing in firearms or firearm parts or accessories, weapons, military or similar equipment or ammunition.

G. This Agreement specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to pay or make reimbursement for, any fees, costs or expenses not otherwise expressly provided herein as the responsibility of the Association (all of which shall be solely the responsibility of the Associate and paid directly by the Associate), including:

1. Any and all fees, costs or expenses associated with investigators or other third parties in connection with the defense of any Legal Proceeding, including engagement fees and travel expenses;



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2. Any and all fees, costs or expenses related to the testimony or evidence of any witness or expert witness, including attendance fees and travel expenses.
3. Any and all court costs, bonds and expenses related to records and transcripts; and
4. Except as otherwise expressly provided in Section IV(C) if Associate has purchased such optional coverage prior to any covered incident, any and all fees, costs or expenses associated with bail bonds.

## **IX. ADMINISTRATION; LEGAL SERVICES BY CONTRACTED LAWYERS**

A. The Services under this Agreement shall be administered by the Association and/or certain third parties selected by the Association. Each Associate hereby agrees to such administration by third parties selected by the Association and waives prior notice, if any is required to be given to each Associate by the Association.

B. All legal services shall be provided by Contracted Lawyers, which shall be independent, third-party lawyers. The Association is not a law firm and does not provide legal advice or services, and no Associate will have an attorney-client relationship with the Association or any of its employees, agents or representatives. The Associate will have an attorney-client relationship solely with the Contracted Lawyer, and there shall be no interference with that attorney-client relationship by the Association. This Agreement does not limit or impair the ability of any Associate to address the conduct of a Contracted Lawyer with the state bar of the Applicable State. Each Associate has the right to file a complaint with the state bar of the Applicable State concerning attorney conduct pursuant to this Agreement. All complaints about the legal services provided, professional misconduct, or claims based on legal services provided by a Contracted Lawyer must be addressed solely with the Contracted Lawyer and the state bar of the Applicable State and not with the Association.

C. Each Associate shall have the right to select the Contracted Lawyer of his or her choice when legal services are needed out of the Contracted Lawyers made available by the Association under this Agreement. In addition, any Associate shall have the right at any time to retain counsel of his or her choice authorized to practice in the Applicable State other than a Contracted Lawyer made available under this Agreement, provided that in such case such Associate's counsel (must adhere to the associations predetermined agreed upon fees) shall be responsible for all fees, costs and expenses of such counsel and shall receive no reimbursement for such from the Association under this Agreement.

## **X. TERM; CANCELLATION**

A. The term of this Agreement shall commence on the Effective Date (or, in the case of multiple Associates, the first Effective Date to occur hereunder) and shall continue for a period of 12 months. Thereafter, this Agreement shall automatically renew for successive periods of 12 months each unless and until either party gives notice at least 30 days prior to the expiration of the then-current term of its intent not to renew this Agreement or this Agreement is otherwise lawfully terminated pursuant to the terms of this Agreement. For avoidance of doubt, the Effective Date of the Services for any secondary Associate is the day when the first payment is made on their behalf as considerations for the Services to such secondary Associate.

B. Notwithstanding the provisions of Section VIII(A), the Associate (excluding any secondary Associate) may terminate this Agreement by providing written notice of termination to the Association not later than the seventh day after the date the Associate makes the first payment under this Agreement. In such a case, if and only if the Associate has not requested or been provided with any legal services under this Agreement prior to the effective date



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of such termination, the Association shall refund the Associate for all amounts actually paid by the Associate for this Agreement.

C. Notwithstanding the provisions of Section VIII(A), the Association may terminate this Agreement at any time and for any reason by providing written notice of termination to the Associate. The notice must state the effective date of the termination, which effective date shall be no less than 5 days prior to the date of such notice unless the Association is terminating this Agreement as a result of (i) nonpayment, (ii) material breach by any Associate of the terms and conditions of this Agreement, or (iii) material misrepresentation by any Associate in any information provided to the Association, in which case the Association shall specify the basis for such termination. Notwithstanding the foregoing, in the event the Association terminates this Agreement pursuant to this Section solely for nonpayment, the Associate shall have 30 days after the date of such termination to remit to the Association all amounts necessary to bring the account to a current status, in which case, provided that no incident involving Lawful Weapon Use or any incident as described in Article IV hereunder has occurred during such 30 day period, the Association shall reinstate this Agreement with full rights and benefits.

## **XII. PRODUCTS AND SERVICES OF THIRD PARTIES**

A. The Association may from time to time offer or make available to an Associate access to certain products and services offered by third parties. Each Associate hereby consents to and authorizes the Association to disclose such information from or about such Associate as may be required to offer or make such third-party products and services available to such Associate.

B. THE ASSOCIATION MAY PROVIDE OR MAKE AVAILABLE ACCESS TO THIRD PARTY PRODUCTS AND SERVICES UNDER THIS AGREEMENT. EACH ASSOCIATE ACKNOWLEDGES AND AGREES THAT ALL THIRD-PARTY PRODUCTS AND SERVICES ARE SUBJECT TO AND GOVERNED BY THE AGREEMENTS, WARRANTIES AND OTHER TERMS AND CONDITIONS PROVIDED BY THE APPLICABLE THIRD PARTY, WHICH SHALL GOVERN THE RELATIONSHIP BETWEEN SUCH ASSOCIATE AND SUCH THIRD PARTY AND SHALL NOT BE BINDING UPON THE ASSOCIATION. EACH ASSOCIATE UNDERSTANDS AND AGREES THAT THE ASSOCIATION PROVIDES NO WARRANTIES OF ANY KIND FOR THIRD PARTY PRODUCTS OR SERVICES. EACH ASSOCIATE ACKNOWLEDGES AND AGREES THAT ITS ONLY RECOURSE WITH RESPECT TO THIRD PARTY PRODUCTS AND SERVICES LIES WITH THE APPLICABLE THIRD PARTY. IN NO EVENT SHALL THE ASSOCIATION BE LIABLE TO ANY ASSOCIATE OR OTHER PERSON FOR, AND EACH ASSOCIATE AGREES TO HOLD THE ASSOCIATION HARMLESS FROM AND AGAINST ANY AND ALL, DAMAGES THAT RESULT FROM THE USE OF ANY THIRD-PARTY PRODUCT OR SERVICE.

D. Each Associate hereby acknowledges and agrees that one or more third parties may receive compensation in connection with the marketing, sale or advertising of this Agreement or otherwise in connection with this Agreement, including commissions to the extent permitted by applicable law. In addition, the Association may receive compensation from any third party that provides products or services to an Associate as part of the Associate's relationship with the Association.

## **XIII. SETTLEMENT OF DISPUTE**

A. All disagreements and conflicts arising between the member and Right To Bear will be resolved through arbitration in Columbia, South Carolina, following the guidelines established by the American Arbitration Association at the time. As part of this process, you consent to maintain strict confidentiality regarding all negotiations, discussions,



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and settlements, refraining from disclosing any information to third parties, unless it is essential for seeking legal or professional assistance in the event of a breach of this Agreement.

#### **XIV. AMENDMENTS OR CHANGES TO MEMBERSHIP AGREEMENT**

A. Right To Bear will make available the latest edition of the Membership Agreement terms on its website, ensuring that the current Membership Agreement is prominently displayed. By agreeing to these terms, both the Primary Associate and Additional Associate commit to abiding by the provisions outlined in the Membership Agreement that is currently accessible on Right To Bear's website.

#### **XV. MISCELLANEOUS PROVISIONS**

A. Entire Agreement; Amendments. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous commitments and understandings with respect to the subject matter of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of this Agreement shall control. Except as otherwise expressly provided herein, this Agreement shall be amended only by an instrument in writing executed by all of the parties to this Agreement.

B. Notices. All notices hereunder shall be in writing and shall be (a) in the case of any notice to any Associate, mailed by first class mail, or sent by Federal Express or similarly recognized overnight delivery service with receipt acknowledged, or sent by electronic mail, to the primary Associate to the primary Associate's last known address or email address on file at the Association, or (b) in the case of any notice to the Association, mailed by first class mail, or sent by Federal Express or similarly recognized overnight delivery service with receipt acknowledged, to the Association's principal office in Columbia, South Carolina. A notice shall be deemed to have been delivered or received as follows: (i) if sent by mail, on the third day following the deposit of such notice in the mail; (ii) if sent by overnight delivery service, the business day following the deposit of such notice with such service; and (iii) if sent by electronic mail, the date such notice was sent.

C. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted and construed exclusively in accordance with the laws of the State of South Carolina, without regard to principles of conflicts or choice of laws. Any claim, action, suit or other proceeding initiated under or in connection with this Agreement may be asserted, brought, prosecuted and maintained only in a federal or state court in the State of South Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to venue in any such court or to claim that any such court may be an inconvenient forum. The parties hereto submit themselves to the jurisdiction of each such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given to it under this Agreement. **THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT. IN ADDITION, EACH ASSOCIATE HEREBY WAIVES THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.**

D. Binding Effect; Assignability. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed as conferring upon any person other than the parties hereto and their respective permitted assigns and successors in interest any rights, remedy, or claim under or by reason of this Agreement. Neither this Agreement, nor any of the rights or duties of any Associate hereunder, may be assigned, in whole or in part, voluntarily or involuntarily (including by operation of law, whether by merger, consolidation or otherwise), by any Associate without the prior written consent of the Association.



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Any purported assignment by any Associate in violation of the foregoing shall be void and of no force or effect and shall constitute a material breach of this Agreement. The Association shall have the right to assign this Agreement, in whole or in part, at any time without any consent of any Associate.

E. Force Majeure. A party shall not be in breach of or in default under this Agreement, or be responsible or liable to the other party for any loss or damage resulting from any delay in performing or failure to perform any provision of this Agreement, if such delay or failure is caused by fire, explosions, floods, storms, earthquakes, wars, terrorism, military operations, national emergencies, terrorism, civil commotions, strikes, lock-outs, boycotts, picketing, or other differences with workers or unions, pandemics or epidemics or from any other cause beyond such party's reasonable control, whether or not similar to the foregoing.

F. Severability; Waivers. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. No waiver by any party of any breach by the other party of such other party's obligations hereunder will be deemed to be a waiver of any subsequent breach of the same or any other obligations. No failure by a party to seek a remedy for any breach by the other party will be deemed a waiver of its rights or remedies with respect to such breach.

G. Certain Construction Matters. The section headings contained herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. Unless the contrary clearly appears from the context, for purposes of this Agreement the singular number includes the plural number and vice versa; each gender includes the other genders; and the term "including" shall be construed to mean "including without limitation." This Agreement and any and all agreements and instruments subject to the terms hereof have been mutually negotiated, prepared and drafted, and if at any time the parties desire or are required to interpret or construe any term or condition thereof, no consideration will be given to the issue of which party actually prepared, drafted or requested such term or condition and no ambiguity shall be construed against the preparing, drafting or requesting party.