



RIGHT TO  
**BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

## MEMBERSHIP TERMS AND CONDITIONS

**ALL RIGHT TO BEAR ASSOCIATION MEMBERSHIP BENEFITS ARE SUBJECT TO THESE TERMS AND CONDITIONS.**

**AN ASSOCIATE DOES NOT OBTAIN ANY OWNERSHIP RIGHTS OR INTERESTS IN THE ASSOCIATION BY BECOMING AN ASSOCIATE.**

The following terms and conditions (the “**Terms**”), along with any application or order form(s) (each, an “**Order**,” and together with the Terms, the “**Agreement**”), govern participation (the “**Membership**”) in Right To Bear Association, LLC, a South Carolina limited liability company (the “**Association**” or “**we**” or “**us**”) and constitute a legally binding agreement between us and you (“**you**” or the “**Primary Associate**”). If Membership for an Additional Associate or Minor Associate is purchased pursuant to a valid Order, then the Agreement is also binding upon the Additional Associate or Minor Associate specified in such Order. Primary Associate, Additional Associate, and Minor Associate are collectively and each referred to as “**Associate(s)**” in these Terms.

A Membership is not an equity or other ownership interest in the Association and does not entitle any Associate to any rights, privileges or benefits of or associated with ownership in the Association whatsoever, including without limitation any rights to vote, information or distributions. The rights, privileges and other benefits of Membership and Associates, and the obligations of the Association to Associates, are contractual in nature and solely and exclusively as set forth in the Agreement.

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 or signing up for a Membership, you and we are agreeing to be bound by these Terms and the Agreement to the same extent as if you and we had manually executed a paper copy of the Agreement, and you understand that you are entering into a binding agreement electronically, and you intend to enter into



RIGHT TO  
**BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

the Agreement electronically. If you do not agree with these Terms, you should not proceed with the ordering process.

The Agreement will become effective with respect to each Associate identified in an Order as of the date on which the first payment for such Associate's Membership has been made hereunder (the "**Effective Date**").

## I. MEMBERSHIP ELIGIBILITY

To become a Primary Associate and receive the benefits of a Membership selected pursuant to an Order, an individual must meet the following requirements:

- A. Be an individual who is at least 18 years of age and a resident of the United States (*provided, however, residents of New Jersey, New York, and Washington are not eligible for a Membership*);
- B. Must not be a Specially Designated National or Blocked Person as defined in the Office of Foreign Assets Control regulations;
- C. Complete and submit an Order form;
- D. Agree to these Terms; and
- E. Pay all applicable Membership dues and fees.

To become an Additional Associate (each, an "**Additional Associate**") and receive the benefits of a Membership selected pursuant to an Order, an individual must be your spouse, household partner, or any adult (age 18 or older) that legally resides at your primary place of residence in each case who is specified as an Additional Associate in an Order and on behalf of whom the Primary Associate has paid all applicable Membership dues and fees.

To become a Minor Associate (each, a "**Minor Associate**") and receive the benefits of a Membership selected pursuant to an Order, an individual must be your minor dependent that legally resides at your primary place of residence who is specified as a Minor Associate in an Order and on behalf of whom the Primary Associate has paid all applicable Membership dues and fees.

Notwithstanding anything in the Agreement to the contrary, the Association shall not be obligated to provide any benefits of Membership to any Associate (including any Additional Associate or Minor 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 or qualified to be an Associate in, the Association, in each case as determined by the Association.

## II. MEMBERSHIP BENEFITS

- A. Subject to these Terms, Associates shall receive the benefits of Membership set forth on the website, [www.protectwithbear.com](http://www.protectwithbear.com) (the "**Website**"), as of the Effective Date and selected pursuant to a valid Order.



RIGHT TO  
**BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

- B. The primary benefits of a Membership are education and training and include, subject to and to the extent specified on the Website, a periodic newsletter with legal updates and news related to self-defense and firearms, access to self-defense educational materials and training videos, access to exclusive discounts on various products and services related to self-defense and firearms, and access to an established network of attorneys available to answer questions related to possession and use of firearms and other legal weapons.
- C. The Association has acquired an insurance policy issued by **Crum & Forster Specialty Insurance Company** (the "**Policy**"), providing the Association with self-defense liability insurance coverage. As another benefit of Membership, Associates are additional insureds on the Policy. To provide further assurance to Members, the Association's reinsurance partner, Gold Oak, does not have a per-occurrence retention limit, and the reinsurance coverage is active from the first dollar of exposure. This structure ensures that legal defense protection begins immediately without thresholds or caps placed on the Association's responsibility to defend covered incidents. A copy of the Policy can be obtained by contacting Moultrie Insurance, LLC ("**Moultrie**"), who operates the Website, collects and processes all Membership dues and fees and provides sales, operational, and administrative support services to the Association, at 833-887-2327 or [info@moultrieinsurance.com](mailto:info@moultrieinsurance.com). All coverages are subject to the terms, conditions and exclusions of the Policy. Informational statements on the Website regarding the Policy, insurance coverage and other content are for general description and informational purposes only, do not constitute professional advice, and neither the Association nor Moultrie provides any warranty as to their accuracy. Neither the Agreement nor the Website makes any representations that insurance coverage does or does not exist for any particular claim or loss, or type of claim or loss, under the Policy. Whether coverage exists or does not exist for any particular claim or loss under the Policy depends on the facts and circumstances involved in the claim or loss and all applicable Policy wording. Neither the Agreement nor statements on the Website amend, modify or supplement the Policy. Consult the actual Policy for details regarding terms, conditions, coverage, exclusions, products, and services. Each Associate acknowledges and agrees that he or she has not relied on the Association, Moultrie or their respective employees, agents or representatives regarding any insurance advice. All information contained on the Website is distributed with the understanding that neither the Association nor Moultrie is rendering legal, tax, accounting, insurance, or other professional advice or opinions on coverage or any specific facts or matters. Each Associate should consult with their legal, tax or financial professionals as to their individual situation and/or insurance needs.

Each Associate acknowledges and agrees that the Membership benefits other than the Policy are of value, benefit, importance and interest to such Associate and that the value, benefit, importance and interest of and in the Membership benefits other than the Policy are a significant inducement for such Associate to become an Associate in the Association.

### III. PRICING AND PAYMENTS

In consideration for the benefits of Membership, each Primary Associate shall pay all dues, fees, charges, and other amounts applicable to the selected Membership benefits as specified by the Association at the time of an applicable Order or any renewal, together with all applicable taxes. All



**RIGHT TO  
BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

rates set forth in an applicable Order are valid only during the initial term of the Agreement. Thereafter, the rates for each renewal term under the Agreement shall be the Association's then current rates.

#### **IV. TERM; AUTOMATIC RENEWAL; CANCELLATION**

- A. Provided all dues and fees as described in the Order or on the Website at the time of purchase are paid, the term of a Primary Associate's (and any Additional Associate's or Minor Associate's, if applicable) Membership is (i) if annual billing is selected, one (1) year from the Effective Date, or (ii) if monthly billing is selected, one (1) month from the Effective Date. Upon submitting an Order, the Primary Associate grants authorization to Moultrie (including its authorized third-party acting as a payment processor or 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 all Membership dues and fees, which include those for any additional options and/or an Additional Associate or Minor Associate, as outlined in the Order form.
- B. Unless the Primary Associate gives written notice to the Association prior to the expiration of the then-current term of an applicable Membership of his or her intent not to renew such Membership, the Primary Associate's (and any Additional Associate's or Minor Associate's, if applicable) Membership shall automatically renew and be charged: (i) if annual billing is selected, at the one (1) year anniversary of his or her initial purchase or previous billing cycle date, and subsequently every year thereafter, or (ii) if monthly billing is selected, at the one (1) month anniversary of his or her initial purchase or previous billing cycle date, and subsequently every month thereafter. As the Primary Associate's Membership (and any Additional Associate's and Minor Associate's Membership, if applicable) is set to automatically renew, the Primary Associate grants authorization to Moultrie (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 all Membership dues and fees at the rates then in effect for the specified level of benefits set forth in the Order. If any Membership is renewed, the terms and conditions in the Agreement, as may be updated or amended from time to time, shall also renew and shall govern such Membership.
- C. In the event that Moultrie 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 reason, the Association will inform the Primary Associate. Following this notification, if the payment is not made within ten business days, the Association has the right to consider this situation as a cancellation and may terminate the Membership of the Primary Associate (and any Additional Associate or Minor Associate, if applicable) effective from the payment's due date. It is the Primary Associate's responsibility to notify the Association 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 Associate portal at the Website.
- D. The Primary Associate can cancel its Membership or any Additional Associate's or Minor Associate's Membership at any time. If the Primary Associate cancels its Membership, any



**RIGHT TO  
BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

Additional Associate's and Minor Associate's Membership shall also be cancelled, and the Agreement shall be terminated as of the date of such cancellation. Upon cancellation of any Membership, all benefits of such Membership shall immediately cease and no longer be available, including the insurance coverage under the Policy. If the Primary Associate provides written notice of cancellation within seven (7) calendar days of the Effective Date and if the Primary Associate (or any Additional Associate or Minor Associate, if applicable) has not utilized or requested the benefits of such Membership, including the insurance coverage under the Policy, then the Association shall refund the amount paid for such Membership. For any cancellations requested more than seven (7) calendar days after the Effective Date, upon cancellation, the Primary Associate shall have no further payment obligations with respect to the cancelled Membership but any amounts previously paid shall not be refunded.

- E. The Association may terminate any Membership (including the Membership of the Primary Associate or any Additional Associate or Minor Associate, if applicable) at any time and for any reason by providing written notice of termination to the Primary 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 such Membership as a result of (i) nonpayment, (ii) material breach by any Associate of the terms and conditions of the Agreement, or (iii) material misrepresentation by any Associate in any information provided to the Association, in which case such termination may be immediate. Upon termination of the Primary Associate's Membership, the Agreement shall be terminated as of the date of such Membership termination.

## **V. LIMITATIONS AND EXCLUSIONS**

Notwithstanding anything in the Agreement to the contrary:

- A. THE BENEFITS OF MEMBERSHIP ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, THE WEBSITE, AND THE POLICY.
- B. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER THE ASSOCIATION NOR ANY OTHER PERSON OR ENTITY ON ITS BEHALF MAKES OR HAS MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTIES WITH RESPECT TO THE BENEFITS OF MEMBERSHIP OR OTHERWISE IN CONNECTION WITH THE 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 LEGAL PROCEEDING, IT BEING AGREED THAT THE BENEFITS 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 THE AGREEMENT OR THE MEMBERSHIP OR BENEFITS ASSOCIATED THEREWITH, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION THE POSSIBILITY OF NEGLIGENCE OR STRICT



**RIGHT TO  
BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

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 THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- C. The benefits of Membership are only available to Associates on or after the Effective Date and prior to the date of termination or cancellation of the Agreement. No benefits of Membership are available prior to the Effective Date or after termination of the Agreement.
- D. The benefits of Membership are not available, and an Associate's Membership shall automatically be terminated and voided, if the Associate is or becomes a Specially Designated National or Blocked Person as defined in the Office of Foreign Assets Control Regulations.

## **VI. ADMINISTRATION**

- A. The Agreement shall be administered by the Association, Moultrie, and/or certain third parties selected by the Association or Moultrie. Each Associate hereby agrees to such administration by third parties selected by the Association and Moultrie and waives prior notice, if any is required to be given to each Associate by the Association or Moultrie.
- B. 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, Moultrie or any of their employees, agents, or representatives.

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

- A. The Association may from time to time offer, provide 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. 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, INCLUDING THE POLICY, 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, INCLUDING THE POLICY. 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.
- C. Each Associate hereby acknowledges and agrees that one or more third parties may receive compensation in connection with the marketing, sale, or advertising of the Agreement or



RIGHT TO  
**BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

otherwise in connection with the 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.

## VIII. MISCELLANEOUS PROVISIONS

- A. Amendments or Changes to Terms. The Association reserves the right to change these Terms and the Agreement at any time, without notice to Primary Associate or any other Associate. The Association will make available the current version of these Terms on the Website. By agreeing to these Terms, each Associate agrees and commits to be bound by the Terms that are then currently accessible on the Website.
- 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 FedEx or similarly recognized overnight delivery service with receipt acknowledged, or sent by electronic mail, to the Primary Associate at 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 FedEx 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. The 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 the Agreement may be asserted, brought, prosecuted and maintained only in a federal or state court located in or having jurisdiction over Lexington County, South Carolina, 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 the Agreement. THE PARTIES TO THE 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 THE 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. The Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in the Agreement will be construed as conferring upon any person other than the parties hereto and their respective



RIGHT TO  
**BEAR**

*For the Responsible Gun Owner*

1680-B Lake Murray Blvd.  
Columbia, SC 29212  
833-887-BEAR (2327)  
ProtectWithBear.com

permitted assigns and successors in interest any rights, remedy, or claim under or by reason of the Agreement. Neither the 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. 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 the Agreement. The Association shall have the right to assign the Agreement, in whole or in part, at any time without any consent of any Associate.

- E. Severability; Waivers. If any provision of the Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of the Agreement; however, the parties shall amend the 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.