

Terms of Service

CCW Safe is a "Legal Services Subscription Plan" (Plan) that strives to protect and serve the best interests of our members before, during, and after any "Recognized Self-Defense Use of Force Incident." The Legal Services Subscription Plan is not an insurance product or a reimbursement plan. All contracted fees paid by CCW Safe under the Legal Services Subscription Plan (on behalf of a Member) are paid "up-front" as agreed in this contract, with no "out of pocket" expenses required of the member other than the "up-front" Plan fee.

COVERAGE, SERVICES, AND RESOURCES ARE RESERVED FOR ACTIVE PLAN MEMBERS. CCW SAFE PLAN MEMBERSHIP AUTOMATICALLY TERMINATES UPON CANCELLATION OR UPON NON-RENEWAL OF THE PRIMARY COVERED MEMBER'S SUBSCRIPTION WITH CCW SAFE OR UPON THE PRIMARY COVERED MEMBER'S FAILURE TO MAINTAIN SUCH SUBSCRIPTION IN GOOD STANDING. CCW SAFE DOES NOT PROVIDE PLAN SERVICES FOR ANY RECOGNIZED SELF-DEFENSE USE OF FORCE INCIDENT WHICH OCCURRED PRIOR TO THE DATE ON WHICH A MEMBER'S SUBSCRIPTION BECAME ACTIVE, OR IF A PAYMENT IS MISSED BEFORE AN INCIDENT OCCURS OR IS REPORTED. A PLAN MEMBER MUST MAINTAIN HIS/HER SUBSCRIPTION WHILE RECEIVING ANY BENEFITS UNDER THE PLAN UNTIL THERE IS NO FURTHER NEED FOR PLAN RESOURCES.

CCW Safe welcomes you to its membership community, and is eager for the opportunity to provide you the services outlined in these Terms of Service and Plan descriptions. Throughout this document the words "you" and "your" shall have the same meaning as "Primary Covered Member," "Covered Member" or "Additional Covered Member." Under this document the word "Insured" and "Company" refers to CCW Safe.

Member Requirements:

In accordance with the selected plan and level of service, any Covered Member must have (1) a valid state concealed carry weapon permit issued in the Covered Member's name, or (2) for active and retired law enforcement officers, be qualified and covered under 18 U.S.C. § 926B or §926(C) (LEOSA-HR218); or (3) the ability to carry a concealed weapon without a permit, where allowed by applicable state law (Permitless or Constitutional Carry States). Additionally, to be eligible for any services offered by CCW Safe, a Covered Member must not be a prohibited person to possess a firearm by state or federal law. It is the exclusive responsibility of the Covered Member to review and understand applicable laws and regulations on where and how a Covered Member can legally possess, carry, and/or use a firearm.

Covered Member must agree to these Terms of Service, acknowledge Covered Member is not prohibited to be in possession of a firearm, remit payment for a selected plan, and provide complete and accurate information at enrollment before becoming a CCW Safe Covered Member. Covered Member must 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). Covered Member agrees to accept any and all communications and/or notifications from CCW Safe by electronic mail, telephone call, text/SMS message, or traditional mail. Updates can be made by entering self-service updates via the Covered Member's member profile at ccwsafe.com. Any misrepresentations, omissions, or other inaccuracies of any kind, in the information disclosed to CCW Safe through 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 NJ and WA, eligibility to legally possess a firearm, or any other false information may result in termination or forfeiture of Plan membership. CCW Safe members are covered in all states and Washington DC, except in NJ, NY and WA. In the state of New York only the HR218-LEOSA plan members shall be covered; no other plans can be purchased in that state.

CCW Safe provides no services or coverage in WA or NJ. NY Law Enforcement Plans have a separate terms of service located at www.nyle.ccwsafe.com.

If choosing to pay monthly, Covered Member acknowledges that the stated amount will be processed as a credit card transaction each month. In the event of a declined transaction, if the failed payment is not remedied within 48 hours and payment received by CCW Safe, the membership is voided and canceled. In the event that a Covered Member wishes to cancel their membership and cease monthly payments, then Covered Member shall provide notice of such intent to CCW Safe by phone call to the non-emergency customer support line. There will be a 30-day notice period following notification of intent to cancel membership. This means that if you cancel your membership on March 30th, cancellation will not be effective until April 30th. Any payments processed during this 30-day notice period are NOT subject to refund.

Member Services & Coverage:

In accordance with your selected plan and level of service, if you are a Covered Member and are in legal possession of your firearm or other legal weapon during a Recognized Self-Defense Use of Force Incident, CCW Safe will pay all the 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 Recognized Self-Defense Use of Force Incident.

Member services apply only to a Recognized Self-Defense Use of Force Incident that:

- Occurs during the Coverage Period;
 - Takes place in the Covered Territory;
 - Occurs in a location where the Covered Member may legally possess firearms or other legal weapons, including states where you are lawfully transporting a firearm under your permit or where you have reciprocity;
- or

- Occurs in the Covered Member's residence or any place a Covered Member can legally be present and legally possess a firearm during the commission of a crime against the Covered Member, Covered Member's family, or occupants of the location.

CCW Safe only provides services when a Recognized Self-Defense Use of Force Incident occurs at a location in which you are lawfully allowed to be present and allowed to possess a firearm which you are legally entitled to possess, and are lawfully acting in self-defense. CCW Safe will provide services in connection with civil, criminal, and administrative actions taken by a state, local, and/or federal government law enforcement or regulatory agency related to Recognized Self-Defense Use of Force Incidents, which include proceedings related to:

- Self-defense incidents occurring in any location that honors your concealed carry permit, with a legal firearm;
- Self-defense incidents occurring in any location that honors your permit(s) or license(s), or where a permit is not legally required;
- Self-defense incidents occurring in your "Residence Premises" during the commission of a crime against you, your family, or occupants of any place where you can legally possess a legal firearm; and
- Self-defense shooting or use of force occurs with any weapon or object or any legal firearm, even those weapons or objects outside the scope of your concealed carry permit,

according to selected plan benefits.

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), costs of investigation, expert witness fees, and other reasonable and necessary litigation expenses. CCW Safe membership also includes the costs of an appeal or a retrial. There is no fixed limit on the attorney's fees or litigation costs.

The following associated costs and expenses are also covered for a Covered Member:

- a) Bail bond premiums, as covered by level of plan selected;
- b) Attorney's consultation, retainer, and all other necessary attorney's fees;
- c) Expert witness or expert consultant fees;
- d) Investigator's cost and expenses;
- e) All reasonable expenses incurred by CCW Safe to assist in the investigation or defense of the criminal charges;
- f) All costs assessed against the Covered Member in any such proceeding;
- g) Psychological counseling support for the Covered Member up to 40 sessions at a rate of up to \$150 per session, as covered by level of plan selected;
- h) Reimbursement for firearm replacement, where lawful, for the Covered Member until their firearm is returned, as covered by level of plan selected;
- i) Actual loss of Covered Member's wages, up to \$1,000 per day while the Covered Member is in a criminal trial, as covered by level of plan selected;
- j) Peer support by a former law enforcement officer who has been involved in self-defense shootings;
- k) Legal fees for expungement of criminal record following a not guilty verdict on all plans;
- l) Crime scene clean-up within the home on all plans and vehicle clean up on certain selected plans;
- m) Attorney's fees and costs associated with criminal appeals, retrial after appeals and retrial following mistrials;
- n) Funeral Expense Benefit: In the event the death of a Covered Member directly arises out of a Recognized Self-Defense Use of Force Incident, CCW Safe will reimburse the estate of the Covered Member for up to \$15,000.00 for expenses related to the funeral and burial of the Covered Member.
- o) Court Ordered Monitoring Device Benefit: CCW Safe will reimburse Covered Member for all fees, costs, and expenses related

to any court ordered monitoring device that Covered Member must obtain and use related to a Recognized Self-Defense Use of Force Incident. CCW Safe will reimburse Covered Member for any such fees, costs, and expenses through the last day of trial of the Covered Member.

Membership includes “bail bond premium” paid for up to a \$500,000 bail bond; up to a \$1,000,000 bail bond; or up to a \$1,500,000 bail bond as covered by level of plan selected or plan restrictions. CCW Safe will select a bail bondsman and make 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 put up 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 acquisition of the bail bond and pay the premium, but not more than 10% of the listed bail bond. An example would be if the Covered Member received a \$100,000 bail bond, 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 needed.

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 Recognized 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.

Civil Liability Coverage Acknowledgement:

Covered Member acknowledges that this is not an insurance product. Covered Member understands that this is a Legal Service Subscription Plan agreement,

therefore, any monetary judgments or fines rendered against a Covered Member, who has not subscribed to a plan that includes civil liability coverage, is the sole responsibility of the Covered Member. If a Covered Member has a civil damage coverage plan, or if a Covered Member has added the civil liability coverage to a plan prior to the Recognized Self-Defense Use of Force Incident, only then will the Covered Member be covered for up to \$2,000,000, as covered by plan selected, if not outside of coverage restrictions.

- **Civil Coverage and Limits of Liability:**

A CIVIL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECTED TO THE LIMITS OF LIABILITY, TERMS AND CONDITIONS DETAILED HEREIN. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE BY THE INSURED ON BEHALF OF A “COVERED MEMBER” AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING THAT MAY APPLY.

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

Civil liability coverage stemming from a Recognized Self-Defense Use of Force Incident offers coverage of up to \$2,000,000 per incident, and up to \$2,000,000 in the aggregate – depending on the plan selected. Litigation fees and expenses are separate from the \$2,000,000 liability coverage. For example, your \$2,000,000 in civil damages protection is not consumed by the fees and costs of litigation. In states where a criminal conviction occurs, and

where you are found guilty of a crime, and the law precludes the assertion of self-defense as a viable defense in a civil case, then the extent of liability damages protection is \$100,000 per incident and \$100,000 in the aggregate.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

- **Civil Defense & Liability, Supplementary Payments:**

With respect to any Recognized Self-Defense Use of Force Incident covered under this civil liability policy, CCW Safe shall pay for all costs of defense, subject to the limits of liability, which shall mean any costs incurred by you to:

Defend any suit against the Covered Member alleging such “Bodily Injury” or “Property Damage” and seeking “Damages” on account thereof, even if such suit is groundless, false, or fraudulent; but CCW Safe shall have the right to make such investigation of any claim or suit as may be deemed expedient by CCW Safe, but CCW Safe will have no duty to defend the insured or member against any civil suit seeking damages for bodily injury or Property Damage to which this insurance does not apply.

Under a civil liability policy, CCW Safe will pay all reasonable expenses incurred by CCW Safe in the investigation of any Recognized Self-Defense Use of Force Incident prior to any criminal charge or civil proceeding being made against the Covered Member, including but not limited to:

Attorney consultation fee, retainer, and fees for attorney to accompany Covered Member and/or the “Resident Family Member” to all meetings and interviews with authorities;

Defense costs;

Expert witness or consultant fees;

Actual loss of Covered Member wages up to \$1,000 per day because of time off from work during the time of civil trial; depending on plan.

- **Appeals:**

In the event the Covered Member or the insured's other insurers elect not to appeal a judgment in excess of the other valid and collectible insurance limits, CCW Safe may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of CCW Safe for damages exceed the applicable limits of liability set forth in the notice of insurance issued to the respective Covered Member for any one "Occurrence" and in addition the cost an expense of such appeal.

- **Subrogation:**

In as much as this policy is excess coverage, any insured's right of recovery against any person or other entity cannot be exclusively subrogated to CCW Safe. It is, therefore, understood and agreed that in case of a payment hereunder, CCW Safe will act in concert with all other concerned interests (including the Covered Member), in the exercises of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Covered Member) that have paid an amount over and above any payment received hereunder, shall first be reimbursed up to the amount paid by them; CCW Safe shall then be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Covered Member) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the concerned interests (including the Covered Member), in the ratio of their respective recoveries hereunder.

- **Assignment:**

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

Law Enforcement (“LE”) Plan Requirements:

The LE Plan is for OFF-DUTY 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 LE 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 Recognized 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.

The following occupations DO NOT qualify for the LE plan and must join under the standard plan include: emergency medical technicians (EMTs), 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, or any other person that does not fall under the definition of a Qualified Law Enforcement Officer or Qualified Retired Law Enforcement Officer pursuant to 18 U.S.C. §926B, 926C through federal LEOSA guidelines. Except as otherwise noted, EMTs, firemen, and other emergency workers are eligible for our “Protector Plan” with proper identification and a valid concealed carry permit.

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.

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 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.

18 U.S.C. § 926B(c) defines Qualified Law Enforcement Officer as any individual employed by a governmental agency, who satisfies all of the following elements:

- is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and has statutory powers of arrest, or apprehension; this includes state and public college/university police officers;
- is authorized by the agency to carry a firearm;
- is not the subject of any disciplinary action by an agency which could result in suspension or loss of police powers;
- meets standards, if any, established by any agency which requires the employee to regularly qualify in the use of a firearm;
- is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance; and
- is not prohibited by Federal law from receiving a firearm.

Additionally, the individual must carry photographic identification issued by the governmental agency for which the individual is employed that identifies the employee as a police officer or law enforcement officer of the agency. On-duty status determines LEOSA-eligibility. LEOSA's definition of Qualified

Law enforcement Officer does not include a requirement that a person have law enforcement authority off-duty.

Church/House of Worship Volunteer Security Team Coverage:

The Ultimate Plan and Freedom Plan are the only membership subscriptions available that cover Volunteer Church/House of Worship Security teams or individuals acting as a volunteer security agent for a church. These Plans cover the Primary Covered Member alone or Primary Covered Member 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 Recognized Self-Defense Use of Force Incidents which occur on church grounds in defense of the member or others. Only members who are knowingly taking on a position as part of volunteer church security, or responsibilities to respond to threats on church grounds, houses of worship or schools attached to the same, shall be required to upgrade to the Ultimate Plan or Freedom Plan for coverage. 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. This coverage is a special benefit offered only under the Ultimate Plan. The coverage applies to actions taken to protect students, faculty, and others on school grounds in accordance with Texas Law.

Louisiana Act 680 (Louisiana Revised Statutes Title 14 §95(A))– Permitless 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 will be covered for administrative actions against them following a Recognized Self-Defense Use of Force Incident , including any Red Flag Law complaints/hearings following said use of force.

Outside of a Recognized Self-Defense Use of Force Incident, all Covered Members will have access to a “Special Benefit” covering up to \$5,000 or \$10,000 (depending on the member’s plan level) of contracted attorney fees for proceedings associated with the Extreme Risk Protection Order outside of a Recognized Self-Defense Use of Force Incident.

CCW Safe will provide services and a contracted attorney to represent the Primary Member and Spouse (if applicable) who are Covered Members if they are found to be the subject of an Extreme Risk Protection Order. This will include all legal proceedings or hearings. CCW Safe will pay the legal fees of the Contracted Attorney up to the maximum amount of \$10,000 or \$5,000 per covered member (depending on plan).

This Special Benefit shall not cover any use of force used to prevent any court appointed agent(s) or law enforcement officer from confiscating any weapon required to be turned over in compliance with a legally issued Extreme Risk Protection Order (see other restrictions below under “Restrictions, Limitations, Notices and Exclusions”).

Firearm Replacement/Reimbursement:

Following a Recognized 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 under the following circumstances:

- The legal firearm used in the self-defense incident was taken into evidence following the self-defense incident; and is currently being held by law enforcement pending further action;
- The member is not under any type of court condition, bond or administratively imposed restriction that prohibits possession, purchase or ownership of a similar firearm, or suspends or revokes the member's concealed carry permit or right to permitless carry.
- The member's attorney certifies in writing to CCW Safe that notwithstanding the ongoing police investigation of the self-defense 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). In no circumstances will CCW Safe purchase for a Covered Member or participate in any firearm transfer. All incidents and reimbursements shall be reviewed by the Claims Committee on a case-by-case basis to authorize any exceptions to this policy.

Restrictions, Limitations, Notices and Exclusions:

- **Criminal Acts:** CCW Safe will not provide the services if the use of force incident is an intentional criminal act (i.e. robbery) or where there is no admissible evidence of self-defense. CCW Safe will not provide the services for a firearms response, if in a place where it is a misdemeanor or felony to possess a firearm (although all other legal weapons shall be covered). Please see exception to "Gun Free Zone" incident in FAQs.

- **Selection of Counsel:** If, in response to a Recognized Self-Defense Use of Force Incident, CCW Safe provides services which include the selection and retention of counsel to represent a Covered Member, then the Covered Member expressly and unconditionally acknowledges that CCW Safe possesses the exclusive and ultimate authority to select counsel, retain counsel, manage litigation (subject to the applicable rules of professional conduct), select expert witnesses and other litigation support services, and retain expert witnesses and other litigation support services. Although a Covered Member may recommend or suggest counsel, a Covered Member expressly and unconditionally acknowledges the aforementioned exclusive and ultimate authority of CCW Safe.
- **Cooperation:** At all times, Covered Member must cooperate with CCW Safe in connection with any services provided to Covered Member, including, but not limited to, cooperation with any attorney assigned to assist Covered Member, attending all required court appearances, and authorizing any attorney assigned 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 Information, as required by any attorney assisting Covered Member pursuant to Plan benefits.
- **Unintentional Discharge:** CCW Safe will not provide the services if the incident is unintentional and considered an “Unintentional Discharge.” This includes the unintentional use of any other legal weapon or force.
- **Substances That Alter Judgment:** CCW Safe will not provide the services if, at the time of a use of force incident, you are impaired in public or private property not of your own, by the use of alcohol, controlled substances, or prescribed medication that impairs judgment, or in any location you are in violation of state law or regulation concerning alcohol and drug use while in the possession of a firearm. This restriction is specific to any public place or private property not of your own.

- **Domestic Relationships:** CCW Safe provides service for Covered Members in all Recognized Use of Force Self-Defense Incidents without regard to the relationship of the parties involved. CCW Safe does not cover incidents that are the result of a criminal act by the member or illegal activity.
- **Invalid Permits and Disqualification:** CCW Safe will not provide permit plan services if the member no longer holds a valid carry permit, fails to be eligible to carry a weapon without a permit, fails to meet the legal requirements of LEOSA, fails to provide and maintain accurate and truthful information on their CCW Safe member profile, becomes subject to a condition which would preclude or disqualify him/her from holding a valid concealed carry weapons permit, or are otherwise no longer in good standing with CCW Safe.
- **Extreme Risk Protection Order:** This order is also called Red Flag Law, and is covered through a Special Benefit under the permit plans (Ultimate, Defender, Protector, HR218 and other LE plans). CCW Safe will not provide benefits if a member chooses to use force against the agent commissioned by the legal court order or judge to confiscate weapons, as this would be an illegal act. CCW Safe will not provide services on any Extreme Risk Protection Order that was in place prior to a member joining , prior to the Special Benefit initiation date for the CCW plans, that does not follow a Recognized Self-Defense Use of Force Incident, or that was in place prior to January 12, 2021. CCW Safe will not provide services to existing Extreme Risk Protection Order or any legal requirements arising from an existing order, including but not limited to use of weapon incident, any other use of force, appeals, extensions, terminations, written challenges, renewals, or any of hearings stemming from an existing 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.

- **Outside Scope of Coverage:** CCW Safe will not provide subscription benefits for any incident or event that is not a Recognized Use of Force Self-Defense Incident, which includes but not limited to: an arrest or administrative action that does not follow a Recognized Use of Force Self-Defense Incident, a TSA security violation involving a weapon, entering a property where it is unlawful to possess a firearm, use of a stolen or criminally altered firearm, or any incident occurring outside a member's subscription period, or proceedings that follow any incident occurring prior to joining as a member. No funding, legal or Company resources shall be provided for any incident outside the scope of coverage.
- **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.
- **Restricted States/Member Coverage and Purchase Plans:** No incidents will be covered for any member within the state of New Jersey, even if the member is a resident of another state traveling through New Jersey. Memberships are not available to be sold in the state of New York, New Jersey, or Washington. Members carrying under the legal authority of LEOSA as Qualified Law Enforcement Officer or a Qualified Retired Law Enforcement Officer will be covered for Recognized Self defense Incidents in the State of New York.
- **Coverage For On-Duty Incidents 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 Covered Member in violation of any restriction written in a plan description.

Firearms Theft Coverage for Primary Carry Weapon:

The Firearm Theft coverage is extended for Ultimate Plan and Freedom Plan members only (as a Special Benefit). This coverage is designed to cover the theft of the legal firearm carried as the primary concealed carry firearm within the coverage period. The replacement shall be for the same make and caliber of the primary concealed carry firearm at current MSRP of the firearm stolen. CCW Safe will authorize reimbursement to the Member for the purchase of a comparable firearm and the payment to be reimbursed (not to exceed the MSRP of the original firearm). Prior to receiving reimbursement, the member must submit proof of purchase of the replacement firearm and 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). CCW Safe's firearm replacement benefit is limited to firearm replacement reimbursement. Under no circumstances will CCW Safe purchase for a Member or participate in any firearm transfer. All incidents and reimbursements shall be reviewed by the Claims Committee on a case by case basis to authorize any exceptions to this policy. Policy does not extend to cover any other stored or collected firearms owned by the Member in the home or other storage location. The Member must provide CCW Safe with a copy of an official police report in reference to the theft and the date listed cannot be before the member joined and must be within the policy period for reimbursement. This does not extend to coverage of any liability associated with actions or criminal acts executed by the subject who has stolen the firearm.

Provisional Membership Terms:

There are three types of members covered through "Provisional Terms" and they are (1) spouses that have been added to or included in a Membership that do not have a valid CCW permit, (2) 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, and (3) children under 18 years of age that are covered as a “Familial Status” designee.

- **Provisional Member (Spouse):**

The Provisional Term allows a spouse ONLY that has been added to or included in a subscription, who is not a person restricted from possessing a firearm, to receive services as an Additional Covered Member in the home, following legal vehicle transport and any place the spouse can legally possess a firearm without needed a concealed carry permit. 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 Recognized Self-Defense Use of Force Incident following a life-threatening attack. 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 \$1,000,000 bond so is the spouse for coverage outside the home following Spouse added coverage payment of \$100).

- **Provisional Member (Children):**

The Provisional Term covers all designees under Familial Status that reside in the same residence premises as the Primary Member. The designees are covered even if they do not have a concealed carry permit and are covered for Recognized Self-Defense Use of Force Incidents within the Residence Premises ONLY and are covered for use of all legal weapons and physical force in response to a Recognized Self-Defense Use of Force Incident following a life-threatening attack. 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 Member (Individual):**

The 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 membership shall be null and void without refund.

Insurance Products and/or Other Legal Service Memberships:

If a Covered Member has an insurance product or 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 Recognized 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, of any kind, 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, however, the dispute, claim, or controversy shall be resolved through binding arbitration to occur 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 any notice related to these Terms of Service by electronic mail. Covered Member agrees that any notice related to these Terms of Service shall be valid upon transmission of the notice by CCW Safe to Covered Member by electronic mail. Covered Member agrees to maintain a current email address with CCW Safe for purposes of receiving notifications.

Rights Reserved to Increase Rates:

CCW Safe reserves the right to increase membership rates for recurring memberships, however, you are guaranteed that your rate will not increase during the year of that membership. Upon written notice by Covered Member to CCW Safe, CCW Safe can refund the membership in full in the first 30-days. After 30-days, and upon written notice by Covered Member to CCW Safe, the membership will be refunded at a prorated rate of the unused portion of the membership.

False Reports & Abuse of Emergency Line:

CCW Safe provides its Covered Members access to a 24-hour 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 multiple 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 are the final expression of the entire agreement between CCW Safe and the Covered Member, and supersede any and all prior agreements and understandings. These Terms of Service 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. Covered Member shall not assign or delegate any or all of his/her rights or obligations arising from these Terms of Service without written consent from CCW Safe and any such attempt of assignment or delegation shall be null and void.

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.

Definitions:

- **“Unintentional Discharge”** means the firing of a firearm at a time when the Covered Member does not intend to fire, this includes accidental and negligent discharges.
- **“Automobile”** means any land vehicle, trailer or semi-trailer designed for travel (including any machinery or apparatus attached thereto).
- **“Covered Member”** means a member in good standing with CCW Safe at the time of the Recognized Self-Defense Use of Force Incident and whose requisite information and documentation has been included in the reporting the member is required to provide to CCW Safe in accordance with the selected plan.
- **“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 this 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.
- **“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, seeking 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”** is having one or more individuals under 18 years of age who reside with a parent or with another person with care and legal custody of that individual.
- **“Firearm”** means a weapon from which a projectile is discharged by gunpowder or by pressure of compressed air.
- **“Legally possessed firearm”** means a “firearm” possessed by the Covered Member in accordance with any applicable local, state, federal, or provincial laws of the state or jurisdiction within which the “bodily injury” or “property damage” occurs.

- **“LEOSA –HR218”** means Law Enforcement Officer’s Safety Act.
- **“Member’s Permit”** means the Covered Member’s valid concealed carry permit(s) or license(s).
- **“Occurrence”** means a Recognized Self-Defense Use of Force Incident.
- **“Subscription Period”** means a twelve (12) month period that begins with the coverage inception date for a Covered Member and continues for each twelve (12) month period thereafter.
- **“Covered Territory”** means the United States of America, and all recognized states (does not include NJ, NY, WA, US territories and possessions, US Virgin Islands, or Puerto Rico).
- **“Property Damage”** means physical injury to or destruction of tangible property during the Subscription Period, including loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- **“Recognized Self-Defense Use of Force Incident”** means an incident where force is used pursuant to a reasonable belief that use of deadly force is necessary to protect from imminent danger of death or great bodily harm. This includes any necessary force with all legal weapons and physical force to defend against a life-threatening attack in self-defense.
- **“Residence Premises”** means the one family dwelling or unit which is or will be the permanent or principal residence of the Covered Member for the majority of the year.
- **“Resident Family Member”** means spouse, legal partner or Familial Status designee.
- **"Spouse"** is a significant other and those in a marriage, civil union, or common-law marriage residing in the same residence.

Cancellation:

COVERAGE UNDER ANY OF THE ABOVE DESCRIBED TERMS OF SERVICE WILL AUTOMATICALLY TERMINATE UPON CANCELLATION OR NON-RENEWAL OF THE COVERED MEMBER'S SUBSCRIPTION WITH CCW SAFE OR UPON THE FAILURE TO MAINTAIN SUCH MEMBERSHIP IN GOOD STANDING.

To start the membership process and express your acceptance to these Terms of Service, please go to the membership page and choose a plan.

Effective Date:

These Terms of Service are effective as of February 7, 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.