



MEMBERSHIP AGREEMENT

BY SUBMITTING THE APPLICATION, MEMBER ACKNOWLEDGES THAT THEY ARE SEEKING TO JOIN 2A SHIELD, AN ASSOCIATION OF INDIVIDUALS WHO SUPPORT THE CONSTITUTIONAL RIGHT TO BEAR ARMS, THE PROTECTION OF FIREARMS AND FIREARM RELATED ACCESSORIES, AND THE RIGHT OF SELF DEFENSE.

2ASHIELD.COM IS OWNED AND OPERATED BY 2A DEFENSE, LLC (“2ADL”), AN ARIZONA LIMITED LIABILITY COMPANY. AN APPLICANT’S “MEMBERSHIP” IN 2A DEFENSE PROVIDES THE MEMBER WITH ACCESS TO THE BENEFITS DESCRIBE IN THIS AGREEMENT. BECOMING A MEMBER DOES NOT CONFER ANY RIGHTS TO OWNERSHIP, VOTING, INFORMATION, OR ANY OTHER INTEREST IN 2ADL. THE TERMS AND CONDITIONS OF MEMBERSHIP IN 2A DEFENSE, AND THE OBLIGATIONS OF 2ADL ARE GOVERNED BY THE TERMS AND CONDITIONS IN THIS MEMBER AGREEMENT AND ARE CONTRACTUAL IN NATURE.

MEMBERS (AT ANY LEVEL OF MEMBERSHIP) ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, WHICH IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN MEMBER AND 2ADL, BY CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING CONSENT ELECTRONICALLY, OR BY MAKING PAYMENT UNDER THIS AGREEMENT AND THE MEMBERSHIP APPLICATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” OR “CLOSE WINDOW” BUTTON, CANCEL YOUR MEMBERSHIP, DO NOT COMPLETE THE MEMBERSHIP APPLICATION OR COMPLETE THE MEMBERSHIP PURCHASE, WHICHEVER IS APPLICABLE.

SECTION 1 – GENERAL CONTRACT TERMS

1. The Terms of this Membership Agreement and the Membership Application constitute the entire Agreement between you (as the Member) and 2A DEFENSE (collectively, this “Agreement”). An applicant who completes a Membership Application, meets all of the requirements for Membership and pays the Membership dues as and when required, will be enrolled as a Member of 2A DEFENSE (as defined in this Agreement). 2A DEFENSE will provide Membership benefits (the “Benefits”) in accordance with the terms, conditions, limitations, and exclusions set forth in this Agreement. Various provisions in this Agreement restrict the Benefits. Read the entire Agreement carefully to determine rights, duties and what is and is not provided as a Benefit hereunder.
2. **WHO IS A MEMBER** – “Member” as defined in this Agreement, is an applicant who has completed a Membership Application, meets all of the requirements for Membership, pays the Membership dues as directed, and is enrolled as a Member of 2A DEFENSE on the Membership roster of 2A DEFENSE as an active Member. By submitting an Application, the Member represents that they meet all membership requirements and will notify 2ADL if any requirements are no longer met during the term of this Agreement. Benefits under the Asset Protection Program will be available only to those individuals who continue their status as Members (their “Membership”) on the date of the occurrence of a Covered Event, as defined below.
3. **MEMBERSHIP ELIGIBILITY** - Individuals must be at least 18 years of age, a legal resident of the United States of America and not have been previously terminated as a Member under Paragraph 2 of Exhibit D of this Agreement to be a Member of 2A DEFENSE.
4. **“BENEFITS”** - Members shall receive all of the benefits for the level of Membership selected as of the date the Membership Application is received and accepted by 2A DEFENSE. Such benefits are as stated on 2A DEFENSE’s Summary of Membership Benefits, as shown on Exhibit A hereto. Members are entitled to Benefits at the level of the Membership selected. Exhibit B outlines the 2A DEFENSE Asset Protection Program. For Members who choose the Gold and Silver Membership Level, your benefits will also include the Accidental Damage Benefit, described on Exhibit C and Self-Defense Legal Service, described on Exhibit D. All Memberships are subject to the Additional Terms and Conditions set forth on Exhibit E.
5. **TERM OF MEMBERSHIP – Automatic Renewal** - The term of a Membership is one (1) year from the date the Membership Application is accepted by 2A DEFENSE, provided that all dues are paid as set forth in the Membership Application. The Membership shall automatically renew at the expiration of the one (1) year term for successive one (1) year terms, provided that all dues are paid as set forth in the Membership Application. The Membership shall automatically expire if dues for a succeeding period are not paid on or before the first day of the succeeding period.
6. **MEMBERSHIP FEES & BILLING** - By submitting the Membership Application, the Member hereby authorizes 2A DEFENSE (including any party acting on its behalf as a payment processor or Member servicing organization) to debit Member’s account (if using a debit card) or charge Member’s credit card (if using a credit card) for the Member’s dues, as set forth on the Membership Application. To facilitate automatic renewal, Member hereby authorizes 2A DEFENSE (or its payment processor/servicing organization) to debit Member’s account (if using a debit card) or charge Member’s credit card (if using a credit card) the amount due for his/her Membership dues at the benefit level set forth in the Membership Application one (1) year from the date the Membership Application is submitted and accepted, and each successive year thereafter until this

Agreement is terminated, in the amount then set by 2A DEFENSE as the dues for the level of benefits set forth in the Membership Application.

If the Membership dues increase between renewals, 2A DEFENSE shall send Member a written notification thirty (30) days prior to such renewal. If a Member does not wish to renew the Member Membership, Member can cancel at any time as set forth above.

If 2A DEFENSE attempts to debit Member's account (if using a debit card) or charge Member's credit card (if using a credit card), and the debit or charge is rejected, 2A DEFENSE will make reasonable efforts to notify Member according to the information provided by the Member, provided that 2A DEFENSE may, in its sole discretion, treat such non-payment as a cancellation and may cancel the Member's Membership.

It is the Member's sole responsibility to notify 2A DEFENSE of any change in address, phone number, email, or payment method information. Member may do so by calling 1-800-883-9951 or emailing info@2Ashield.com

If the Member renews their Membership, the terms and conditions in the Agreement, as amended from time to time, shall renew and shall govern the Member's Membership in 2A DEFENSE.

7. **BASIS OF 2A DEFENSE BENEFITS** – 2A DEFENSE is an association of responsible firearm-owners that exists for the purpose of education, training and information exchange among its Members related to firearms, lawful self-defense, responsibility and preparedness. Thus, the principal benefits of 2A DEFENSE Membership are education, training and the exchange of information. All 2A DEFENSE Membership Benefits are subject to the Terms and Conditions set forth in Exhibit D. The Terms and Conditions of Membership and the balance of this Agreement may be changed at any time in the absolute discretion of 2A DEFENSE, and 2A DEFENSE's only obligation is to provide the Member with notice of any such changes.
8. **BASIS OF ASSET PROTECTION PROGRAM** - 2A DEFENSE also recognizes the risks associated with firearm ownership of its Member. In consideration of requirements of responsible firearms ownership, as one of the available Benefits of Membership, 2A DEFENSE has obtained a property insurance policy (the "Policy") providing 2A DEFENSE and its Members with certain insurance against loss or damage to their firearms-related property (the "Asset Protection Program"). Depending on Membership Level, the Policy may cover theft, loss, government confiscation and/or accidental damage to the firearm and/or accessories (a "Covered Event"). The Policy does not include liability coverage of any kind.

As specified in the declarations to the Policy, insurance coverage is subject to a policy limit of specific to each level of membership. The Policy is held by 2ADL and the limits cannot be changed. To the extent provided in their Membership level, Members shall be additional insureds on the Policy (including any endorsements thereto) issued to 2ADL. A copy of the Policy is available to Members by requesting a copy of the Policy from 2ADL at INFO@2ASHIELD.COM. Membership benefits are provided on a claims-made and reported basis. Benefit costs are within the Policy benefit limits.

Each Member agrees and acknowledges that the 2A DEFENSE Membership Benefits other than the Policy are of value, benefit, importance and interest to the Member and that the value, benefit, informational statements on 2A DEFENSE's website or made by 2A DEFENSE representatives regarding the 2A DEFENSE Benefits and other content are for general description and informational purposes only, do not constitute professional advice of any kind, and are not warrantied as to their accuracy. 2A DEFENSE does not make any general or prospective representations that 2A DEFENSE benefits exist for any particular incident, or type of incident, under the 2A DEFENSE program. Whether Benefits exist for any particular incident under the Policy depends on the facts and circumstances involved in the reported incident and all applicable terms and conditions. Statements from representatives of 2A DEFENSE and on 2A DEFENSE's website or any other publication do not amend, modify or supplement the Benefits. Consult the actual Summary of Membership Benefits set forth on Exhibit A for details regarding terms, conditions, exclusions, and services.

9. BASIS OF SELF-DEFENSE LEGAL PROGRAM. 2A DEFENSE and you, the Member, along with 2A DEFENSE's partner, 2A Defense Foundation, Inc; will provide benefits on both a criminal and civil level.

Funds required to pay legal costs on your Criminal and civil matters come from the 2A Defense Foundation, Inc. These funds pay upfront for a retainer for legal representation, bail, and other necessary expenses. You are never required to pay anything out-of-pocket or ever repay any costs regardless of the outcome of your criminal case.

Each Member agrees and acknowledges that the 2A DEFENSE Membership Benefits other than the Policy are of value, benefit, importance and interest to the Member and that the value, benefit, informational statements on 2A DEFENSE's website or made by 2A DEFENSE representatives regarding the 2A DEFENSE Benefits and other content are for general description and informational purposes only, do not constitute professional advice of any kind, and are not warrantied as to their accuracy. 2A DEFENSE does not make any general or prospective representations that 2A DEFENSE benefits exist for any particular

incident, or type of incident, under the 2A DEFENSE program. Whether Benefits exist for any particular incident depends on the facts and circumstances involved in the reported incident and all applicable terms and conditions. Statements from representatives of 2A DEFENSE and on 2A DEFENSE's website or any other publication do not amend, modify or supplement the Benefits. Consult the actual Summary of Membership Benefits set forth on Exhibit A for details regarding terms, conditions, exclusions, and services.

10. INSURANCE DISCLAIMER. Coverages under the Policy are subject to the terms, conditions and exclusions of the actual Policy.

Informational statements in this Agreement and on the 2A DEFENSE website regarding the Policy, insurance coverage and other content are for general description and informational purposes only and do not constitute professional advice. 2A DEFENSE makes no warranty as to their accuracy. 2ADL disclaims any representation or warranty, express or implied, that insurance coverage exists for any particular claim or loss, or type of claim or loss, under the Policy. Whether coverage exists 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 terms and conditions. Neither statements on the 2A DEFENSE website nor this Agreement amends, modifies or supplements the Policy. Consult the actual Policy for details regarding terms, conditions, coverage, exclusions, products, and services.

The Member should consult with their legal, tax or financial professionals as to their individual situation and/or insurance needs. It is the Member's responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, or other information provided herein or on the 2A DEFENSE website. All information contained on any 2A DEFENSE website page is distributed with the understanding that 2ADL is not rendering legal, tax, accounting, insurance, or other professional advice or opinions on coverage or any specific facts or matters. **IN NO EVENT SHALL 2ADL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF THE INFORMATION CONTAINED HEREIN OR ON THE 2A DEFENSE WEBSITE.**

The Member agrees and acknowledge that they have not relied on 2ADL, its agents, employees, officers or directors regarding any insurance advice.

**EXHIBIT A
SUMMARY OF MEMBERSHIP
LEVELS AND BENEFITS**



MEMBERSHIP LEVELS



PROTECTION

BRONZE

SILVER

GOLD

Legal Defense Fees	-	UNLIMITED	UNLIMITED
Bail/Bond	-	\$50,000	\$100,000
Crime Scene Cleanup	-	\$3,000	\$4,000
Trial Compensation	-	\$500/Day	\$750/Day
Spouse Included	-	NO	YES
Civil Defense Fees & Damages	-	\$2,000,000	\$2,000,000
Aftermath Counseling	-	20 Sessions	40 Sessions
State Coverage	50 States	50 States	50 States
Gov. Confiscation	\$2,500	\$5,000	\$10,000
Firearm/Equipment Theft	\$10,000	\$25,000	\$50,000
Firearm/Equipment Damage	-	\$2,500	\$5,000
Natural Disasters	NO	NO	YES
Online Content/Videos	YES	YES	YES

EXHIBIT B

MEMBER ASSET PROTECTION PROGRAM SUMMARY OF BENEFITS

1. **ASSET PROTECTION PROGRAM** – 2A DEFENSE’S Asset Protection Program, depending on the membership level, includes up to \$75,000 in aggregate coverage and \$10,000.00 per item in annual Member benefits in the event of physical loss, including theft, irreparable damage from fire/flood or other natural causes and governmental confiscation, except those causes of loss listed in the Limitations in Paragraph 5, below. The loss must commence during the Membership period. A Members “Property”, as related to this Benefit, means your firearms, firearm accessories, and optics. 2A DEFENSE will pay benefits only if they are reported to us in writing within 30 days of the date of direct physical loss, government seizure or theft. Members are eligible for benefits thirty (30) days after the beginning of their membership term.

2. MEMBERS PROPERTY

Covered “Property” includes:

- a. All of the Member’ legally owned firearms;
- b. Optics attached to firearms, such as, rifle scopes, red dots;
- c. Mounted firearm accessories (scope rings, slings, tripods, suppressors, etc.) unless specifically excluded under the Policy.

Property purchased by the Member as the first retail purchaser from the manufacturer or a licensed dealer with proof of purchase will be considered “new” for the purposes of the Asset Protection Program. All other Property will be considered “used” Property.

3. **GOVERNMENT CONFISCATION** - 2A DEFENSE is a Second Amendment-focused Member program that supports individuals, at its discretion, with financial reimbursement, in the event their legally owned firearms are confiscated through federal or state governmental laws. 2A DEFENSE provides, at the discretion of 2A DEFENSE, a cash benefit or legal defense to its members of up to the benefit listed in the membership levels. Certain conditions apply and the benefit is not a guarantee and must be applied for at www.2ASHIELD.COM

4. **ACCIDENTAL DAMAGE BENEFIT – INCLUDED WITH GOLD & SILVER MEMBERSHIP ONLY** - Most products purchased new come with a manufacturer’s warranty that covers defects due to parts or workmanship. During this time, 2A DEFENSE will refer you to the manufacturer if there’s an issue with your item that is covered by their warranty so that they can resolve it. If there is an issue that is not covered by the manufacturer during the warranty period but is included in your 2A DEFENSE plan, 2A DEFENSE will cover it. After expiration of the manufacturer’s warranty, 2A DEFENSE covers all issues included in your plan for the remainder of the Membership term. For new items, your Benefit starts on the day you purchased your plan.

5. **LIMITATIONS** - A2 DEFENSE will not pay for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a Covered Cause of Loss in order to protect Covered Property.

- a. Inherent vice. Inherent fault of the item, latent defect, rust, wet or dry rot;
- b. Criminal Acts. Damage arising out of a criminal act by any Member or caused by or during any criminal act of any Member.
- c. Contractual Liability. Loss by any party for which any Member is obligated to pay “damages” due to the assumption of liability in any contract or this Agreement.
- d. Employer’s Liability

Property damage to any property of an “employee” of the Member arising out of and in the course of:

A1. Employment by the Member; or

B2. Performing duties related to the conduct of the Member’s business.

- e. Non-Members use of a firearm, optic or other weapon by anyone other than a Member except as specifically stated.
- f. Professional Services

A1. Bodily injury or property damage due to the rendering of or failure to render any professional service; or

B2. The negligent:

1. Employment;
2. Investigation;
3. Supervision; or
4. Retention; of any professional for whom any Member is or ever was legally responsible.

- g. War. Property damage, however caused, arising, directly or indirectly, out of:
- a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- h. Occupational Use. "Property damage" arising out of any Member's conduct in providing law enforcement, security, safety, recovery or repossession services for compensation or a fee.
- i. Damage to Property. Other than damage to a Member's firearms subject to the terms of this Agreement, property damage to real or personal property Member owns, rents or occupies, including any costs or expenses incurred by the Member, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, property loaned to you, personal property in the care, custody or control of a Member,
- j. Normal Wear and Tear. Damage resulting from normal wear and tear or deterioration through normal use;
- k. Nuclear Hazard. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- l. Intentional Loss. Intentional Loss means any loss arising out of any act a Member commits or conspires to commit with the intent to cause a loss. In the event of such loss, no Member is entitled to Benefit, even those Members who did not commit or conspire to commit the act causing the loss.
- m. Neglect. Neglect means neglect of a Member to use all reasonable means to save and preserve property at and after the time of loss.
- n. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, devise or false pretense.
- o. Unauthorized instruction to transfer property to any person or to any place to gain coverage.

6. **HOW WE WILL PAY BENEFITS** – In the event losses are reported to us in writing within 30 days of such a loss, we will pay the following (subject to market availability):

NEW FIREARMS AND EQUIPMENT; WITH PROOF OF PURCHASE

- a. **THEFT/BURGLARY** – Property lost as a result of "THEFT" or "BURGLARY" is covered at 100% replacement value of the item.
- b. **FIRE/FLOOD** - Property lost as a result of "FIRE" or "FLOOD" is covered based on the actual cash value of the item (ACV) as determined by 2A DEFENSE or, at its discretion, 2A DEFENSE may replace item with a comparable product. The cost of the replacement will not exceed your Product's original purchase price.
- c. **OTHER NATURAL CAUSES** - Property lost as a result of "OTHER NATURAL CAUSES" is covered based on the actual cash value of the item (ACV) as determined by 2A DEFENSE or, at its discretion, 2A DEFENSE may replace item with a comparable product. The cost of the replacement will not exceed your Product's original purchase price.
- d. **GOVERNMENTAL CONFISCATION** – Subject to approval, Property confiscated by state or federal governmental agencies as a result of state laws, or other confiscation methods, will be replaced with like kind

and quality, at no more than 100% of the replacement value of the item and the total benefit listed per membership level. If circumstances prohibit a Member from owning a firearm, 2A DEFENSE will offer a lump sum payment at no more than 100% of the replacement value of Members firearms not to exceed benefit limits.

USED FIREARMS AND EQUIPMENT OR FIREARMS AND EQUIPMENT WITHOUT AN ORIGINAL PROOF OF PURCHASE

- a. **THEFT/BURGLARY** – Property lost as a result of “THEFT” or “BURGLARY” is covered at 50% replacement value of the item or the current “average” private party price as determined by 2A DEFENSE.
 - b. **FIRE/FLOOD** - Property lost as a result of “FIRE” or “FLOOD” is covered based on the actual cash value of the item (ACV) as determined by 2A DEFENSE or, at its discretion, 2A DEFENSE may replace item with a comparable product. The cost of the replacement will not exceed your Product’s original purchase price.
 - c. **OTHER NATURAL CAUSES** - Property lost as a result of “OTHER NATURAL CAUSES” is covered based on the actual cash value of the item (ACV) as determined by 2A DEFENSE or, at its discretion, 2A DEFENSE may replace item with a comparable product. The cost of the replacement will not exceed your Product’s original purchase price.
 - d. **GOVERNMENTAL CONFISCATION** – Subject to approval, Property confiscated by state or federal governmental agencies as a result of state laws, or other confiscation methods, will be replaced with like kind and quality, at no more than 100% of the replacement value of the item and the total benefit listed per membership level. If circumstances prohibit a Member from owning a firearm, 2A DEFENSE will offer a lump sum payment at no more than 100% of the replacement value of Members firearms not to exceed benefit limits..
7. **COMPENSATION** – The 2A DEFENSE Membership property benefit is a 12 month “earned in” program. Upon approval of any Membership benefits, based on the level of Membership, the balance of the Members first year owned will be paid to 2A DEFENSE prior to replacement of property. In may be necessary for Members to financially contribute additional monies towards the replacement of said property.
8. **TIMEFRAME** – 2A DEFENSE will make every effort to process claims as soon as possible. Currently, Members can expect 30 days as the average number of days to process a claim. Depending on how complicated your claim is, it may take longer than 30 days, or it may take less. The amount of time needed to process your claim depends on several factors:
- a. The type of claim you filed, such as theft, damage, loss or confiscation
 - b. If the required documentation has been provided to 2A DEFENSE to investigate the claim
 - c. How many items you claimed and how complicated each item is.
 - d. How long it takes 2A DEFENSE to gather any additional evidence needed to decide your claim.
 - e. The current market availability of each item in the claim.

EXHIBIT C
GOLD & SILVER MEMBERSHIP ACCIDENTAL DAMAGE BENEFITS

Gold and Silver Level Membership includes all benefits listed under Exhibit A “SUMMARY OF MEMBERSHIP BENEFITS” as well as coverage for accidental damage (the “Accidental Damage Benefit”). It augments your Agreement by providing additional protection for damage associated with the handling and use of your Product. This Accidental Damage Benefit will cover accidental mechanical or electrical failure of the Members product(s) during normal usage for the Term of this Agreement not covered by a manufacturer's warranty. This Accidental Damage Benefit is a supplement to any manufacturer's warranty that may exist during the Benefit Term. It does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product at our sole option.

The Accidental Damage Benefit does not cover:

- reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment;
- repair or replacement of your product for any of the causes or provide any other benefit for any losses set forth below in Section “WHAT IS NOT COVERED.”

FIREARMS/BOWS, OPTICS AND ELECTRONICS:

This Membership provides a Benefit Amount for parts and labor costs to repair or replace your Firearms/Bows, Optics and Electronics where the problem is the result of a failure caused by:

- Accidental damage associated with the handling and use of your Firearm, Bow or Optics
- Defects in materials or workmanship not covered by the manufacturer's warranty.

WHAT IS NOT COVERED:

1. Any and all pre-existing conditions that occur prior to the Benefit Start Date of this Membership;
2. Intentional damage;
3. Any product that is fraudulently described or materially misrepresented;
4. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including, but not limited to, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, or any other peril originating from outside the product;
5. Defects due to the initial installation, assembly or hookup of your Product;
6. Claims made under any improperly or incorrectly purchased Membership;
7. Cosmetic damage;
8. Consumer replaceable or consumable items such as, but not limited to, firing pins, barrels, bowstrings, belts, blades, etc.
9. Product(s) with removed or altered serial numbers;
10. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
11. Failures related to shipping damage, cleaning, preventive maintenance, “No Problem Found” diagnosis, intermittent and non-intermittent issues that are not product failures;
12. Items sold in a private sale
13. Items that have been repaired or reimbursed under this Agreement that experience the same issue, damage or failure for a second time

EXHIBIT D

SILVER AND GOLD MEMBERSHIP SELF-DEFENSE LEGAL BENEFITS

Silver and Gold level membership includes all benefits listed under Exhibit B “MEMBER ASSET PROTECTION PROGRAM OF MEMBER BENEFITS” and Exhibit C “MEMBER GOLD AND SILVER ACCIDENTAL DAMAGE BENEFIT and Exhibit D “SILVER AND GOLD MEMBERSHIP SELF-DEFENSE LEGAL BENEFITS”.

TERMS AND CONDITIONS IN THE EVENT OF A CRIMINAL MATTER

A. CRIMINAL DEFENSE

Subject to all of the terms, conditions and exclusions of this 2ADL Membership and any applicable local, state or federal law, and upon a prima facie showing of self-defense by the Member or the Member’s attorney, even though such showing may be refutable prior to any disbursement of money by 2ADL to the bail agent, 2ADL will pay on behalf of the Member, subject to the Limits of the applicable Membership Level described in the Member Agreement, all sums that a Member becomes legally obligated to pay as Defense Costs with respect to any criminal charge or criminal proceeding because of an Event involving the use in self-defense. The Member must report each Event to 2ADL as soon as practical, but no later than 10 days after the Event took place, provided that:

1. The Event arises out of a Member’s Legally Justified Act of Self-Defense or Defense of Others committed by the Member by any means necessary, but only if the Event and the Act of Self-Defense or Defense of Others occurred during the Membership Period, as recorded in the membership enrolment records and maintained by 2ADL; and
2. The Event takes place in the United States of America; and
3. 2ADL shall not be required to furnish any bail bonds absent prima facie showing of self-defense; and
4. The cost of any bail bonds required due to the incarceration of the Member because of an Event arising out of a Member’s Legally Justified Act of Self- Defense or Defense of Others committed by the Member shall only be paid up to the applicable Limits of the Membership Level described in the Member Agreement Exhibit A “SUMMARY OF MEMBERSHIP LEVELS AND BENEFITS” and any payment by 2ADL of such bail bonds will operate to erode such applicable Limits.
5. All court costs charged shall be paid within and diminish the applicable Limits of the Membership Level described in Member Agreement; and
6. Biohazard remediation and clean-up of the Member Location will only be provided if such results from an Event taking place at the Member Location during the Membership Period.

B. OTHER INSURANCE OR MEMBERSHIP

1. If other valid and collectible insurance or Membership proceeds are available to the Member for an Event as to which 2ADL provides services under this Benefit, 2ADL’s obligations are limited as follows:
 - a. This Benefit is primary except as described below. If this “Benefit” is primary, 2ADL’s obligations are not affected unless any of the other insurance or Memberships is also primary. Then, 2ADL will share with all that other insurance or Memberships by the method described in Paragraph b. below.
 - b. Excess Membership or Insurance: This Benefit is excess over any of the other insurance or Memberships whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the Membership Period shown in the Membership Agreement.
2. When this Benefit is excess, 2ADL will have no duty to provide our “Membership Criminal Defense Costs “to

defend any Member as to any Event, if any other insurer or Membership has a duty to defend such Member as to that Event. If no other insurer or Membership defends, 2ADL will undertake to do so, but 2ADL will be entitled to such Member's rights against all those other insurers or Memberships.

3. When this Benefit is excess over other insurance or Membership, 2ADL will pay only its share of the amount of the loss, if any, that exceeds the sum of the total:
 - a. Amount that all such other insurance or Memberships would pay for the Event in the absence of this Benefit and
 - b. Of all deductibles and self-insured amounts under all such other insurance or Memberships.
4. 2ADL will share the remaining loss, if any, with any other insurance or Membership that is not described in this Excess Insurance or Membership provision and was not bought specifically to apply in excess of the Limits provided by the Membership.
5. Method of Sharing. If all the other insurance or Membership permits contribution by equal shares, 2ADL will follow this method also. Under this approach each insurer or Membership contributes equal amounts until it has paid its applicable limit of insurance or Membership or none of the Defense Costs remains, whichever comes first. If any of the other insurance or Membership does not permit contribution by equal shares, 2ADL will contribute by limits. Under this method, each insurer's or Membership share is based on the ratio of its applicable limit of insurance or "Membership Level" to the total applicable limits of insurance or "Membership Level" of all insurers or Memberships.

EXCLUSIONS APPLICABLE TO CRIMINAL DEFENSE PROTECTION

This Benefit does not apply to any Event or Claim based upon, arising out of directly or indirectly, or in any way related to or involving any actual or alleged:

- A. Criminal act by any Member, but this exclusion does not apply to an "Act of Self- Defense or Defense of Others" or to a Legally Justified Act.
- B. The assumption of liability in a contract or agreement, including but not limited to any obligation to indemnify another in whole or in part for such Bodily Injury or Property Damage.
- C. Improper, unreasonable use of a Firearm by any Member while under the influence of alcoholic beverage(s), or any other intoxicating substance(s), narcotic(s), controlled substances(s), not prescribed pursuant to doctors' orders.
- D. An Employee, former Employee, or job applicant of any Member.
- E. The use of a Firearm by anyone other than a Member.
- F. War, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- G. Any Event arising out of or in the course of any Member's employment, including any obligation to indemnify another in whole or in part for such Bodily Injury or Property Damage due to, based on, or arising from such employment.
- H. Property any Member owns, rents, or otherwise occupies, including any costs or expenses incurred by any "Member," or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.
- I. Liability arising outside the U.S.A.

DEFINITIONS APPLICABLE TO CRIMINAL DEFENSE PROTECTION

- A. “Act of Necessity” means conduct of a Member in the threatened or actual use of force that is done to prevent greater harm to such Member or others and is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act.
- B. “Act of Self-Defense or of Defense of Others” means conduct in defense of oneself or in the defense of others by the threatened or actual use of Force by a Member that is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act
- C. “Act Under Duress” means conduct of a Member in the threatened or actual use of Force that is done under such a real and imminent threat of violence, death or serious bodily harm, or because of the actual use of violence without a reasonable means of escaping such threat, such that it is determined the Member was deprived of the free will to make a decision whether or not to commit the said conduct and that said conduct of the Member is done in such a manner that the Member’s conduct in all respects is legally justified and therefore not an illegal or criminal act.
- D. “Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. “Membership Period” means the enrolment period of Member’s Membership but before the end of the expiration of the Membership Period or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.
- F. “Membership Territory” means the United States of America but does not include its territories and possessions.
- G. “Prima facie showing of self-defense” means that the Member or the Member’s attorney must show some evidence of self-defense even though it may be refutable.
- H. “Defense Costs” means all reasonable and necessary fees, costs and expenses incurred in connection with the defense of a Member, either as to a criminal action or proceeding or a civil action or proceeding, depending on the section of the Benefit such falls under, arising from an “Event” or Claim, including the payment of any required attorney retainer, attorney’s fees, and bail bonds if incurred by a Member with the written consent of 2ADL, as applicable.
- I. “Discharge” includes a discharge or firing of a firearm, which discharge may be intentional or unintentional, but does not include any discharge that is reckless.
- J. “Employee” means a natural person who the Member compensates, either pursuant to contract or otherwise, by wages, salary, commissions, or other forms of payment for performance of services for and on the Member’s behalf, including a leased worker, volunteer or intern. Employee does not include a temporary worker.
- K. “Event” means any actual or alleged Act of Self-Defense or Defense of Others or Legally Justified Act involving the use of Force by a Member occurring on or during the Member’s Membership Period but before the end of the expiration of such Membership Period or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.
- L. “Firearm” means any instrument of an offensive or defensive nature, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosive. Firearm includes, but is not limited to, pistols, revolvers, shotguns, rifles, and machine guns.
- M. “Primary Member” means the person named in in the “Membership Agreement.”
- N. “Secondary Member” means the spouse of the Primary Member who is duly qualified for Membership with 2ADL
- O. “Member” means:
 - 1. the Primary Member; and

2. the Secondary Member, Spouse or Domestic Partner of the Primary Member.
- P. "Member Location" means:
 1. the Member's residence.
 2. any other premises, structures or grounds used by the Member as a residence; or
 3. any other place where the Member is Legally allowed to be.
- Q. "Legally Justified Act" means conduct of a Member in the threatened or actual use of a Force by a Member that is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act. Legally Justified Act includes the justification defenses of an Act of Self-Defense or of Defense of Others, an Act of Necessity and an Act Under Duress, as those justification defenses are legally recognized in the jurisdiction in which the conduct of such Member occurred, and the conduct of such Member are legally determined to be within the scope of conduct that is determined to be legal because it comes within the scope of a defense recognized as legally justified.
- R. "Legally Possessed" means a Member's ownership and use of a particular Firearm used in an Event, which Firearm is legally authorized by all applicable local, state, and federal ordinance, law, and regulation.
- S. "Benefit" means Benefit provided to the Member. The Benefit provides the Member NO Member Level coverage separate and apart from the Member Levels evidenced by this Membership Agreement.

TERMS AND CONDITIONS OF CIVIL LIABILITY PROTECTION IN THE EVENT OF A CIVIL ACTION

- A. Bodily Injury, Property Damage Liability Protection
 1. Subject to the limits available under the applicable Benefit and to all other terms, conditions, limitations and exclusions in or a part of this Membership Agreement, 2ADL will pay on Member's behalf damages and costs of defense Member becomes legally obligated to pay for bodily injury or property damage resulting from claims first made against Member and reported to 2ADL as soon as practicable during the Membership Period arising out of a members act of self-defense provided that:
 - a. the members act of self-defense causing the bodily injury or property damage takes place in the coverage territory; and
 - b. the entirety of the bodily injury or property damage took place during the Membership Period.
 2. 2ADL and administrator of the Civil Liability Protection Benefit, will have the right to defend Member against any covered claim seeking damages to which this Benefit applies. Any costs of defense incurred in the investigation, settlement and/or defense of any claim will reduce the Limits available under the applicable Membership Level.
 3. 2ADL will have no further obligation to pay or indemnify Member for any damages, costs of defense, or any other amounts when the Limit available under the applicable Membership Level has been exhausted.
 4. A claim will be deemed to have been first made against Member when notice of such claim is received by the Member, all claims arising out of the same act of self-defense will be deemed to be a single claim that was made at the time the first of those claims is made against any Member and will be deemed to have been reported at the time the first of those claims was reported to 2ADL.
- B. Defense Payments and Expenses
 1. With respect to any claim that is investigated, defended and/or settled, 2ADL, agrees to pay, subject to the limits available under the applicable Membership Level:
 - a. all expenses 2ADL incurs.
 - b. for the cost of bonds to release attachments,
 - d. all reasonable expenses incurred by Member at our request to assist 2ADL in the investigation or defense of the

claim, including actual loss of earnings a day (up to limits available under the applicable Membership Level) because of time off from work.

- e. all court costs taxed against Member in the claim. However, these payments do not include attorneys' fees or attorneys' expenses taxed against Member.
- f. prejudgment interest awarded against Member on that part of a judgment 2ADL pays. If 2ADL, makes an offer to pay the remaining limits available under the applicable Membership Level, 2ADL will not pay any prejudgment interest based on that period of time after the offer.
- g. interest on the full amount of any judgment that accrues after entry of the judgment and before 2ADL judgment that is within the applicable Limit.

2ADL's payment of costs of defense and the amounts set forth above will reduce the applicable and available Limits under the applicable Membership Level.

- 2. 2ADL has no obligation to pay any amounts or provide a defense in connection with the investigation or defense of any criminal charge or criminal proceeding against Member.

II. DEFINITIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

- 1. "Act of self-defense" means the act of defending oneself or others by the threatened or actual use of Force. This definition also includes the use of Force in the rendering of emergency assistance solely at the request of a uniformed law enforcement officer.
- 2. "Bodily injury" means bodily injury, sickness or disease, or death sustained by a person, due to an act of self-defense.
- 3. "Claim" means any civil action, suit, arbitration, proceeding, or written demand received by Member seeking to hold Member responsible for bodily injury or property damage as a result of an insured's act of self-defense while using a legally possessed firearm.
- 4. "Conviction" means a trial court adjudication, judgment, order, or ruling finding a party guilty of a crime.
- 5. "membership territory" means the United States of America but does not include its territories and possessions.
- 6. "Damages" means the amount Member become legally obligated to pay, including judgments, pre- or post-judgment interest, awards, or settlements negotiated with our prior approval, but shall not include fines, sanctions, penalties, punitive or exemplary damages, or multiples of compensatory damages.
- 7. "Employee" means a natural person who the Member compensates, either pursuant to contract or otherwise, by wages, salary, commissions, or other forms of payment for performance of services for and on Member's behalf, including a leased worker, volunteer or intern. Employee does not include a temporary worker.
- 8. "Firearm" means any instrument of an offensive or defensive nature, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosive. "Firearm" includes, but is not limited to, pistols, revolvers, shotguns, rifles and machine guns."
- 9. "Member" means:
 - 1. the Primary Member; and
 - 2. the Secondary Member, Spouse or Domestic Partner of the Primary Member, if the Primary Member has previously purchased this optional protection.
- 10. "Leased worker" means a person leased to a member by a labor leasing firm to perform duties related to the conduct of a member's business.

Leased worker does not include a temporary worker.

11. "Legally possessed" means Member ownership or use, as authorized by local, state, or federal law, of the firearm used in the act of self-defense. The alleged violation of a conceal carry law shall not mean that the firearm used in the act of self-defense was not legally possessed.
12. "Property damage" means:
 - a. physical injury to tangible property, including all resulting 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; or
 - b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the act of self-defense that caused it.
13. "Temporary worker" means a person who is furnished to Member to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

IV. CONDITIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

1. Bankruptcy
The bankruptcy or insolvency of Member or Member's estate will not relieve 2ADL of our obligations under this Benefit.
2. Duties in the Event of Claim or Occurrence
 - a. Notice of a claim must be provided to 2ADL by notice in writing as soon as practicable during the Membership period, but in no event later than thirty (30) days after Member first receive notice of the claim. If a claim is received by any of Member, Member must:
 - 1) immediately send 2ADL copies of any demands, notices, summonses, or legal papers received in connection with the claim.
 - 2) authorize 2ADL to obtain records and other information.
 - 3) cooperate with 2ADL in the investigation, defense and/ or settlement of the claim; and
 - 4) assist 2ADL, upon its request, in the enforcement of any right against any person or organization who or which may be liable to Member because of bodily injury or property damage to which this Benefit may apply.
 - b. Member must also notify 2ADL by notice in writing immediately of an act of self- defense by Member which may result in a claim. To the extent possible, notice should include:
 - 1) how, when and where the act of self-defense took place.
 - 2) the names and addresses of any injured persons and witnesses; and
 - 3) the nature and location of any bodily injury or property damage arising out of the act of self-defense.

If Member provides notice to 2ADL during the Membership Period of an act of self-defense, any claim made thereafter for or arising from such act of self- defense shall be deemed to have been first made against Member on the date Member gave the 2ADL notice of the act of self-defense.

- c. The notices required to be sent to the 2ADL pursuant to 2.a. and 2.b. above must be sent to the following:

2ADL, LLC
8655 E. Via De Ventura, Suite G180
Scottsdale, AZ 85258
Phone: (800) 883-9951
E-Mail: info@2ashield.com

- d. Member cannot, except at Member's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against the 2ADL

- a. No action shall lie against 2ADL unless as a condition precedent thereto, there has been full compliance by Member with all of the terms of this Benefit, and until the amount of Member's obligation to pay has been finally determined either by judgment against Member after actual trial or by written settlement agreement entered into by Member regarding a claim.
- b. Any of Member or Member's legal representative who has secured such judgment or written agreement as indicated in 3.a. above shall thereafter be entitled to recover under this Benefit to the extent of the overage afforded by this Benefit. No person or entity shall have any right under this Benefit to join 2ADL as a party to any action against Member to determine Member's liability, nor shall 2ADL be impleaded by Member or Member's legal representatives

4. Other Insurance

If other valid and collectible membership benefits or insurance are available to Member for damages or proceedings 2ADL covers under the Benefit, 2ADL's obligations are limited as follows:

a. Primary Insurance or Membership Benefits

This Benefit is primary as to each claim except

- 1) when other insurance or membership benefits are available to Member on a primary basis, in which event 2ADL will share with all other insurance or membership benefits applicable to the claim on the basis set forth in 4.c. below; or
- 2) when Paragraph 4.b. below applies.

b. Excess Insurance or Membership Benefits

- 1) This Benefit is excess over any other insurance or membership benefit, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the Membership Period of this Membership Agreement and which other insurance or membership benefit applies to bodily injury or property damage on any basis other than a claims-made basis, if such other insurance or membership has a membership period which continues after the 2ADL Membership Period.
- 2) When this Benefit is excess over other insurance or membership benefits, 2ADL will have no duty to defend Member against any claim if any other insurer has a duty to defend Member against that claim. If no other insurer or membership defends, 2ADL will undertake to do so, but 2ADL will be entitled to Member's rights against all other insurers or memberships.
- 3) When this Benefit is excess over other insurance or membership benefits, 2ADL will pay only their share of the amount of damages, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance or membership benefit would pay for the damages in the absence of this Benefit; and
 - b) the total of all deductible and self-insured amounts under all other insurance or membership benefit.
- 4) 2ADL will share the remaining loss, if any, with any other insurance or membership benefit that is not described in this Excess Insurance or membership benefit provision and is not stated specifically to apply in excess of the limits available under the applicable Membership Level.

c. Method of Sharing

If all of the other insurance or membership benefits permits contribution by equal shares, 2ADL will follow this method also. Under this approach each insurer or membership contributes equal amounts until it has paid its applicable limit of protection or none of the loss remains, whichever comes first. If any of the other insurance or membership benefit does not permit contribution by equal shares, 2ADL will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limit of protection to the total applicable limits of protection of all parties and insurers or memberships.

5. Separation of Insureds or Memberships

Except with respect to the Limits of Protection, and any rights or duties specifically assigned to the Member, this Benefit applies:

- a. as if each Member were the only Member; and
- b. separately to each Member against whom a claim is made. This condition will not increase 2ADL's limit of liability for any claim.

6. Appeals

In the event a judgment is entered against any of Member and Member or Member's other insurers or memberships elect not to appeal such judgment, 2ADL may elect at its sole discretion to make such appeal at its cost and expense, and 2ADL shall not be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability for damages and costs of defense exceed the limits available under the applicable Membership Level.

7. Transfer of Rights of Recovery Against Others to 2ADL

If any Member has rights to recover all or part of any payment made under the Civil Liability Protection Benefit, those rights are transferred to 2ADL. Member must do nothing after loss to impair these rights. At 2ADL's request, Member will transfer those rights to 2ADL and help 2ADL enforce them.

V. EXCLUSIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

The coverage under this Benefit does not apply to:

1. Any claim or liability arising out of Member's employment, occupation, profession, trade, or work.
2. Property damage to:
 - a. property owned by or occupied by or rented to Member, including any costs or expenses incurred by Member, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason; or
 - b. property used by Member; or
 - c. property in the care, custody, or control of the insured or as to the property over which the insured is for any purpose exercising physical control
3. Any claim arising out of any criminal act by Member or as a result of Member's conduct while Member were under the influence of alcohol, intoxicants, narcotics or any other controlled, addictive, or mind-altering substance, as defined by applicable local, state or federal laws, regulations, rules, or ordinances.

EXHIBIT E

ADDITIONAL TERMS & CONDITIONS

1. **CANCELLATION** – A Member may cancel a Membership at any time. If a Member cancels a Membership because the Member is dissatisfied with 2A DEFENSE or the Membership and the Member requests a refund, 2A DEFENSE will refund pro-rata any Membership dues paid for the current term of the Membership. If a Member cancels Membership, all 2A DEFENSE Membership benefits will cease for the Member as of the date of resignation.
2. **MEMBER TERMINATION** - 2A DEFENSE has the right to terminate the Membership of any Member at any time if 2A DEFENSE determines in its sole and absolute discretion that such person’s behavior would be harmful to the continued operation and good reputation of 2A DEFENSE. Such termination may be retroactive in the case of fraud, bad faith, or criminal or malicious intent.
3. **AMENDMENTS OR CHANGES TO AGREEMENT** - 2A DEFENSE reserves the right to change the Agreement terms and benefits, including the 2A DEFENSE Agreement Terms and Conditions, at any time. 2A DEFENSE shall post the most recent version of the Agreement terms on its website, and the Agreement terms on 2A DEFENSE’s website shall constitute notification of the most current, binding, and enforceable Agreement. Member agrees to be bound by the terms of the then existing Agreement posted on 2A DEFENSE’s website.
4. **DISPUTES** - Member agree that any and all disputes between Member and 2A DEFENSE shall be governed by the laws of the State of Arizona, and jurisdiction and venue for any such disputes shall be in the State of Arizona Circuit Court of Maricopa County, Arizona. Member understands and agree that this covenant and Agreement as to governing law, jurisdiction, and venue is an important part of Member’s Membership and agree to these provisions in consideration of the Member benefits received as a Member of 2A DEFENSE.
5. **WHAT TO DO IN THE EVENT OF A CLAIM** – For Self-Defense Legal Benefits, members have access to our 24-hour emergency line at 1-866-242-9592 where the member will be connected with our Critical Response Team. For property benefits members can call us on the non-emergency number toll-free at 1-800-883-9951.
6. **HOW WE WILL REPLACE/REPAIR YOUR PRODUCT** - Depending on the Product and failure circumstances, at our discretion, we will either: Replace your Product or provide a cash settlement or a gift card reflecting the replacement cost of a new product of equal features and functionality up to the Benefit Amount. In the event damage has occurred, it is the Members responsibility to exhaust any manufactures warranty in order to repair product. 2A DEFENSE will cover damage to product within the manufacturer’s warranty period, subject to “Exhibit B, “WHAT IS NOT COVERED”” as follows:
 - a. Product damage/defect is covered 100% under the original warranty period. 2A DEFENSE will reimburse Member for shipping costs not covered by manufacturer that are associated with sending product to Manufacturer.
 - b. Product is not covered under warranty; however, manufacturer has stated the product can be repaired. 2A DEFENSE will cover the repair and shipping costs associated with the repair, not to exceed the benefit limit or retail value of the item.
 - c. Product is not covered by manufacturer and is beyond repair. 2A DEFENSE will Replace your Product or; Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Benefit Amount.
7. **LIMIT OF LIABILITY** - The total amount that A2 DEFENSE will pay for repairs, due to damage, or replacement, due to loss, made in connection with all claims that you make pursuant to this Agreement shall not exceed the total Benefit Amount available per Membership year. A Maximum of one claim per Membership year may be paid and is not dependent on the aggregate amount. In the event that A2 DEFENSE make payments for repairs or replacements, which in the aggregate, are equal to the Benefit Amount, or if A2 DEFENSE provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, then A2 DEFENSE will have no further obligations under this Agreement.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE

OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (I) 2A DEFENSE LIABILITY TO ANY MEMBER FOR ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS, EXPENSES, FINES, LIABILITIES, AND PENALTIES ARISING FROM ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT BY OR ON BEHALF OF THE MEMBER AGAINST 2A DEFENSE IS LIMITED TO THE MONTHLY FEES PAID BY MEMBER DURING THE PREVIOUS TWELVE (12) MONTHS AND (II) IN NO EVENT SHALL 2A DEFENSE BE LIABLE TO THE MEMBER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, OR LOSS OF INCOME, EVEN IF FORESEEABLE OR 2A DEFENSE IS APPRISED OF SUCH DAMAGES, FOR ANY CAUSE OF ACTION, CLAIM, DEMAND, DAMAGE, EXPENSE, FINE, LIABILITY, OR PENALTY ARISING OUT OF THIS AGREEMENT .

MEMBER FURTHER AGREES THAT THIS LIMITATION ON LIABILITY IS A BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT 2A DEFENSE WOULD NOT HAVE ENTERED INTO THIS TRANSACTION, ABSENT THE ABOVE-MENTIONED LIABILITY LIMITATION.

MEMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS 2A DEFENSE, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND MEMBERS, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS, EXPENSES, FINES, LIABILITIES, AND PENALTIES (INCLUDING REASONABLE EXPERT WITNESS FEES AND ATTORNEYS' FEES) ARISING OUT OF THE CONDUCT OR BREACH OF THIS AGREEMENT BY THE MEMBER.

8. YOUR RESPONSIBILITIES:

- a. Provide us with a complete copy of a police report detailing the Act of Self-Defense, theft, loss or natural disaster, if applicable
- b. Provide us with a detailed statement of the damage and circumstances of the product, if applicable, and any identifying information, such as serial numbers.
- c. Provide Us with a complete copy of proof of purchase. You can provide such proof of purchase at the time you make a claim.
- d. Purchase the correct 2A DEFENSE Agreement for your Product based on condition, price or purchase location.
- e. Properly maintain, store and use your Product according to the manufacturer instructions

9. DUTIES IN THE EVENT OF OCCURRENCE, INCIDENT OR CLAIM

1. As a condition precedent to your rights under this Agreement, you must see to it that we are notified as soon as practicable, but in no event later than 30 days of an "occurrence", or incident arising from a "covered asset".

To the extent possible, notice should include:

- a. How, when and where the "occurrence" or incident took place;
- b. The names and addresses of any persons and witnesses; and
- c. The nature and location of any damage arising out of the "occurrence" or incident. Notice of an "occurrence" or incident is not notice of a claim.

You and any other involved Member must:

- a. Immediately send us copies of any police reports, serial numbers, proof of purchase, demands, notices, or legal papers received in connection with the claim;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because damage to which this Agreement may also apply.
2. No Member will, except at that Member's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. You or your representative must:

- a. Authorize us to obtain records and other information necessary to confirm Benefit;
- b. Cooperate with us in the investigation and perform any reasonable actions requested by us that we deem necessary to reimburse costs and expenses.

10. LEGAL ACTION AGAINST US - No person or organization has a right under this Agreement: To sue us on this Agreement unless all of its terms have been fully complied with.

11. TRANSFER OF RIGHTS OF RECOVERY TO US - If any Member has rights to recover all or part of any property for which the Member has received coverage under this Agreement or the Policy, the Member agrees to transfer those rights to 2A DEFENSE. The Member must do nothing after loss to impair those rights. At our request, the Member will transfer those rights to us and help us enforce them. In the event Member is notified of recovered property, Member agrees to notify 2A DEFENSE immediately and help facilitate transfer of property to 2A DEFENSE.

12. ARBITRATION - Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and Mediation Procedures (“Commercial Rules”). The parties each agree not to participate as a class representative or class Member in any class action litigation, any class arbitration or any consolidation of individual arbitrations against the other. The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondents of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat or place of arbitration shall be Phoenix, Arizona. The arbitration shall be conducted and the award shall be rendered in the English languages. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive consequential or liquidated damages.

13. ENTIRE AGREEMENT – Except as revised by A2 DEFENSE in accordance with the terms hereof, this Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify this Agreement . A2 DEFENSE reserves the right to change the Agreement terms at any time, without notice to Member. A2 DEFENSE shall post the most recent version of the Agreement terms on its website, and the Agreement terms on such website shall constitute the current, binding, and enforceable Agreement. Member agrees to be bound by the terms of the then existing Agreement posted on A2 DEFENSE’S website.