

## **Law of Self Defense CONSULT Program**

### **Terms of Service**

These Terms of Service define the nature of the relationship between the participant (hereafter “Participant”) enrolled in the Law of Self Defense CONSULT Program (the “CONSULT Program” or “Program”) and Law of Self Defense LLC, for purposes of CONSULT Program participation.

Acceptance of these Terms of Service is required for participation in the CONSULT Program, and enrollment in the Program by the Participant is deemed an affirmative acceptance of these Terms of Service.

### **Law of Self Defense CONSULT Program: Brief Description**

The CONSULT Program provides pre-paid, prioritized access to use-of-force legal consultation (hereafter “Consultation”) in the form of expert legal analysis from Law of Self Defense LLC to Participants for a Covered Use-of-Force Event.

(Note that such Consultation and all related work product is provided *not* to the Participant, but rather directly to the Participant’s *lead counsel*, as described below. The Program provides *no legal services of any sort to the Participant.*)

### **Covered Use of Force Event: Conditions & Limitations**

A Covered Use-of-force Event (“Event”) is any event involving the Participant’s actual or alleged threat or use of force which has created criminal or civil liability for the Participant, and for which the Participant has retained an attorney, when such Event occurs after the start date and before the end date of the Participant’s CONSULT Program enrollment, and while the Participant maintains an uninterrupted enrollment in the Program.

The Program will *not* cover any Event that occurs prior to the Start Date or after the End Date (both defined below) of the Participant’s enrollment in the Program.

The Program will *not* cover any Event for which the Participant has not retained, and maintained, representation by lead counsel licensed to practice law in the relevant jurisdiction, independent of Law of Self Defense LLC and Attorney Andrew F. Branca.

The Program will *not* cover any Event beyond the scope of the Participant’s personal prospective criminal or civil liability (e.g., the Program does not cover persons or parties other than the Participant). Program participation is individual, not family or group, in nature, unless otherwise agreed upon. A Participant’s program participation is exclusive to that Participant, unless otherwise agreed upon, and may

not be sold or otherwise assigned by the Participant to any other party under any circumstances.

The CONSULT Program will *not* cover any Event, even if it occurs during the period of the Participant's enrollment in the Program, if the legal consultation is not initiated prior to the End Date (defined below).

### **Participant Start Date**

The Start Date (hereafter "Start Date") of the Participant's CONSULT Program enrollment is the date on which payment for enrollment is received by Law of Self Defense LLC (or receipt of the initial payment, in the context of a subscription or multi-payment enrollment). All fees paid by the Participant to the Program are fully earned by Law of Self Defense LLC upon receipt, and are not refundable.

If the Participant's enrollment terminates and the Participant later re-enrolls in the Program, it is the *most recent date of enrollment* that is the Start Date for purposes of these Terms of Service (e.g., the enrollment clock starts anew).

### **Participant End Date**

The end date of the Participant's CONSULT Program enrollment is the end of the enrollment period agreed upon when the Participant enrolled in the Program, or a date earlier if triggered by other conditions of these Terms of Service. (e.g., Participant cancellation of enrollment, Participant failure to make an agreed-upon or scheduled payment for enrollment, etc.)

### **Termination for Failure to Maintain Legal Counsel**

Where a CONSULT Program Consultation has been initiated at the request of legal counsel retained by the Participant, the Participant will be deemed to have triggered the End Date of enrollment if the lead counsel discontinues representing the Participant, unless lead counsel is simultaneously replaced by new lead counsel. The Program shall thereafter have no obligation to continue to provide Consultation services.

In other words, there must always be a retained Lead Counsel maintained between the Participant and the Program.

### **Termination of Subscription or Multi-payment Enrollment**

In the event that CONSULT Program fees are being paid on a subscription or multi-payment basis enrollment may be terminated by the Participant at any time upon 30 days notice. So, if the Participant cancels on March 30<sup>th</sup>, cancellation will not be effective until April 30<sup>th</sup>. Enrollment will continue until the effective cancellation date, and no fees paid prior to that date will be refunded.

In the event that the Participant fails to make an agreed upon or scheduled payment to the CONSULT Program, and does not rectify that failure to pay within two business days of the scheduled payment, the End Date will be deemed to have occurred and the Participants enrollment in the CONSULT Program terminated at the conclusion of those two business days.

It is solely the Participant's responsibility to ensure that payment committed to are paid when due. Particular care should be taken in this regard with respect to payments being made by credit or debit cards subject to periodic expiration.

### **Termination Triggered by Completion of Legal Consultation**

The CONSULT Program covers the provision of a *single use-of-force law consultation*. Once that consultation has been delivered the Participant's enrollment in the Program is deemed terminated.

The Participant may be entitled to re-enroll in the CONSULT Program under the terms then in place at the time. Such re-enrollment would trigger a new Start Date, and the new enrollment in the Program is deemed entirely distinct from any prior enrollment in the Program.

### **Termination at Discretion of Law of Self Defense LLC**

Law of Self Defense LLC reserves the right to terminate the participation of any Participant in the CONSULT Program, at its sole discretion. If a Participant's participation in the Program is terminated at the discretion of Law of Self Defense LLC, the Program will cease charging subscription and multi-payment participants immediately. Single-payment Participants may have a pro-rated portion of their Program fee refunded at the sole discretion of Law of Self Defense LLC.

### **Legal Consultation Work Product: Description**

That legal consultation will generally be an in-depth expert analysis of the use-of-force law issues of the event, usually in the form of a lengthy written report delivered in both printed-and-bound form and as an electronic document. Production and delivery of the report will also be supplemented by additional communication as necessary to explain the reports methodology, analysis, and conclusions.

### **CONSULT Program Does NOT Provide Legal Advice**

It is important to understand that the Law of Self Defense CONSULT Program does not provide legal advice to the Participant. Indeed, the CONSULT Program does not provide legal advice at all.

Rather the Program provides expert legal consultation to the Participant's lead counsel (hereafter, "Lead Counsel"). The Lead Counsel is an attorney licensed to practice law in the relevant jurisdiction who has been retained by the Participant independently of Law of Self Defense LLC and Attorney Andrew F. Branca in order to provide legal advice to the Participant with respect to the Event.

It is *solely* the Lead Counsel who applies their own legal expertise to determine how best to make use of the Program Consultation work product to advise their client or whether to make use of the work product at all.

Neither Law of Self Defense LLC as a business nor Attorney Andrew F. Branca as an attorney will serve as a Participant's Lead Counsel or provide the Participant with any legal advice whatever.

### **CONSULT Program Reports Directly to Lead Counsel**

If the Participant and the Lead Counsel agree that they wish to take advantage of the benefits of the CONSULT Program, the Lead Counsel (*not* the Participant) will contact the Program directly to initiate the legal consultation.

The Program will deliver its consultation work product directly to the lead counsel retained by the Participant (*not* to the Participant). The Program will play advise or guide the Participant directly on their legal defense, and will defer to Lead Counsel the provision of all legal advice to the Participant.

### **CONSULT Program Provides No Independent Privilege**

Once the Program has been retained by Lead Counsel it can reasonably be expected that Program communications and work product will be protected by attorney-client privilege, as an extension of the privilege that exists between the Lead Counsel and the Participant (although the Participant should discuss this issue with Lead Counsel to ensure privilege will attach in this way).

Prior to privilege attaching, however, anything communicated to the Program by the Participant will likely be discoverable by a prosecutor or civil plaintiff through discovery proceedings. Such discovery is generally not in the Participant's interests. This is another reason it is essential that the Lead Counsel, and *not* the Participant, contact the Program to initiate the legal consultation.

### **Completion of Legal Consultation: When Effective**

A Consultation initiated under the CONSULT Program is deemed completed when the final consultation work product, typically an in-depth expert report, is sent to the Participant's Lead Counsel as a printed-and-bound document as well as sent an electronic document. The Program may at its discretion continue to communicate with Lead Counsel to ensure proper understanding of the sent work product after

that work product has been sent, but the Consultation is deemed completed when that work product is sent. as described.

The CONSULT Program shall have sole authority to determine when the work product is final, and sufficient and suitable for the purpose intended.

### **Limitations on Scope of Consultation**

Participation in the CONSULT Program covers only the cost of legal services provided by Law of Self Defense LLC in the development, production, and delivery of its Consultation work product. It does not commit the CONSULT Program to any ancillary or additional expenses.

Specifically, participation in the CONSULT Program does not entitle the Participant to multiple copies of the work product, does not oblige any travel or other ancillary expense on the part of the Program,.

Most specifically, participation in the Program does not entitle the Participant to expert testimony by Attorney Andrew F. Branca, beyond the expert opinion content naturally incorporated within the Program work product already described, whether such testimony is to be provided in person or remotely, whether under oath or not.

Expert testimony may be made available to the Participant if desired, but arrangements for such expert testimony will require a separate agreement, and are beyond the scope of Program participation and these Terms of Service.

### **CONSULT Program is Not Any Form of Insurance or Legal Advice**

The Participant acknowledges that the CONSULT Program does not provide any form of insurance nor the provision of legal advice to the Participant. The Program is limited to providing expert legal analysis to the Participant's Lead Counsel, as described above, for that Lead Counsel to use, or not, in their best judgment.

### **No Guarantee of Any Particular Legal Conclusion or Outcome**

The CONSULT Program is committed to providing expert use-of-force analysis, and the work product's conclusions will apply the relevant law to the facts supported by evidence in the case, to arrive at an expert conclusion. The Program does not commit to any particular legal finding.

The Participant acknowledges the Program makes no representations about any particular legal outcome in their particular case. The Participant also acknowledges that the Consultation could potentially conclude with the expert opinion that the Participant's use-of-force was unlikely to have been lawful. depending on the relevant law and facts.

In short, the Program provides expert legal analysis, it does provide a pre-determined conclusion.

### **Modification to Terms of Service**

Law of Self Defense LLC retains the right, at its sole discretion, to modify these Terms of Service from time to time, consistent with maintaining its ability to delivery top quality legal expertise and analysis to Participants, consistent with the CONSULT Program's core mission. It is our expectation that any such modifications will most likely be for purposes of increased clarity and in response to Participant questions for further detail or explanation, but do reserve the right to make substantial changes as we in our sole judgment deem appropriate.

### **30-day Revocation by Participant**

It is best if these Terms of Service are reviewed and found acceptable by a prospective participant in the CONSULT Program before they enroll. That said, if within 30 days of becoming a Participant in the Program the Participant decides that they do not wish to abide by these Terms of Service they can request and will be granted a 100% refund and revocation of their enrollment in the Program, no questions asked.

If the Participant exercises this option it is agreed that it will be deemed that they were never effectively enrolled in the program, and neither Law of Self Defense LLC nor Attorney Andrew F. Branca will have no obligation to provide them with any services under the Program.

### **Enrollment is Deemed Acceptance of Terms of Service**

As noted above, acceptance of these Terms of Service are required for enrollment in the Law of Self Defense CONSULT Program, and in turn enrollment in that program is deemed acceptance of these Terms of Service.

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