

# **Convenience Store Terms & Conditions Coverage Agreement**

**SDF membership will assist the convenience store and each paid individual member employee**

## **1. MEMBERSHIP SELF-DEFENSE COVERAGE.**

We cover more than just handguns; see Item 4 of this agreement for specific details. No gun license is required.

## **2. THE FOLLOWING TERMS & CONDITIONS APPLY WHEN INVOLVED IN A LAWFUL SELF-DEFENSE INCIDENT.**

The Member may use the total amount for a combination of, but not limited to, any or all of the following:

- a) 24/7 Emergency attorney hotline (Your call is always answered by a live operator and the call is recorded.)
- b) Criminal self-defense litigation.
- c) Civil litigation. (Includes all court costs)
- d) Case appeals up to and including State Appeals Court and US Supreme Court (Includes all court cost)
- e) Expert witness. (If needed)
- f) Certified scientific forensic testing lab. (If needed)
- g) Private investigator. (If needed)
- h) Immediate cash for a bail bond up to one hundred thousand dollars (\$100,000.00)
- i) Transportation impounded. (Towing and impound fees paid up to 30 days)
- j) Victim rights. (You have the right to counter sue your attacker to recover your losses)
- k) Reimbursement up to five hundred dollars per day (\$500) for every day you are in trial.
- l) Personal crisis manager
- m) Biohazard clean-up (If needed)

The Self Defense Fund hereinafter known as SDF may pay, if the case is accepted pursuant to the terms and conditions of this agreement, unlimited attorney fees plus up to one million US dollars (\$1,000,000.00), per occurrence, per person, which can be used by licensed, certified and qualified personnel which have been prior approved and vetted by SDF, employed by, or contracted to, such as but not limited to, extra attorneys, expert witness, private investigator, bail bondsman, or forensic testing laboratory. This plan does not cover payment of a civil judgement.

**3. MEMBERSHIP AREAS OF COVERAGE:** Are at home, outside your home which includes all locations, in your domicile city, all fifty states, all United States Territories, Native American Indian Tribal Land, Federal or State Park, or while in the process of travel to, from, or through any of the aforementioned locations within US jurisdiction. SDF will provide legal defense and assistance for the use of the member's weapon, as described below, in a self-defense incident hereinafter known as the ("Matter") against an attack by a person or animal. SDF qualified attorneys will aggressively pursue and defend against criminal or civil litigation, including court costs, and, if needed, private investigator fees and/or expert witness fees, until your case is resolved or a no-bill by a Grand Jury [or applicable court jury system].

**4. WEAPONS COVERED:** The SDF chief counsel attorney agrees to represent and/or retain other attorneys and/or additional law firm(s) if the member is paid up and is in good standing

with SDF pursuant to the terms and conditions of this agreement. The member agrees that SDF has no obligation for anything prior to membership. In open carry states the SDF will defend and assist its qualified and licensed members against unlawful arrest for lawful carry by law enforcement. The SDF will defend and assist its members for the use of force to counter an immediate threat of violence or a countermeasure that involves defending oneself or the well-being of another from physical harm by the use of, any type, kind, or make of;

- a) A firearm meaning a small arms weapon, but not limited to, a rifle, pistol, or shotgun, from which a projectile is fired by gunpowder or any other source of propellant of a projectile now known or unknown;
- b) A bow and arrow with bow meaning a weapon for shooting arrows composed of a curved piece of resilient wood or metal by a taut cord sufficient enough to propel the arrow when drawn back and released by the shooter by hand or trigger and arrow meaning a projectile with a straight thin shaft and an arrowhead on one end and stabilizing vanes on the other; intended to be shot from a bow;
- c) A spear-gun meaning a device for mechanically, or by compressed gas, shooting a spear-like missile generally under water, as in spear-fishing;
- d) A knife, meaning an instrument for cutting, consisting of a thin, sharp-edged, metal, or other material blade fitted with a handle; a knifelike weapon; dagger or short sword or any blade used for cutting;
- e) A sword, meaning a weapon having various forms but consisting typically of a long, straight, curved or slightly curved blade, sharp-edged on one or both sides, with one end pointed and the other end fixed in a hilt or handle;
- f) By any make or model of an electric stun gun commonly known as a Taser;
- g) By self-defense chemical spray;
- h) By a motorized vehicle;
- i) By any other object used in self-defense, such as but not limited to, walking cane, stick stone, etc.
- j) By any other tool or device commonly used or carried in or on a law enforcement officer's utility belt, or transportation, used in the due course of duty or by accident or mishap involving any of the above named in or mishap involving any of the above named in (a), (b), (c), (d), (e), (f), (g), (h), (i), above or when any of the so described has been used against another person(s) or animal in self-defense.

**5. PAYMENT OF CLAIMS:** No payment is paid directly to any member for anything. You cannot act on your own. You must contact SDF as soon as possible for bail which will be paid directly to the bail bonds company by SDF. You cannot pay your own bail and expect reimbursement. You cannot hire or pay your own attorney and expect reimbursement. Only SDF qualified attorneys can defend you against criminal or civil litigation brought against you. This plan DOES NOT cover the payment of a civil judgement.

**6. CIVIL SUITS FROM CRIMINALS:** Should member need assistance in a civil case brought against them by a criminal or their family for injuries then unlimited attorney fees plus the aggregate combined sum of one million dollars (\$1,000,000.00), per occurrence, is available to the member.

**7. WRONGFUL DEATH:** Should member need assistance in a civil case brought against them because of a wrongful death civil suit brought against them then unlimited attorney fees plus the aggregate combined sum of one million dollars (\$1,000,000.00), per occurrence, is available to the member.

**8. CRIME VICTIM RIGHTS:** Members have crime victim rights which means, you have the power to fight back. If you have suffered loss by defending yourself, family, from an attack then you may choose to bring a civil suit against the attacker. Federal and state laws offer rights to victims of crime to include, but not limited to, those inflicted with pain, suffering, property loss, violence, robbery, physical abuse and scores of other crimes.

**9. PRIVATE SECURITY, LAW ENFORCEMENT, & PI:** The SDF will assist a member or a security company (if applicable), private investigator, detective, forensic investigator and/or each member individual employee. See Item 1, 2, 3, 4, 5, 6, 7, & 8 above for more details.

**10. BUSINESS:** The SDF will assist the member company and each paid up individual member employee. See Item 1, 2, 3, 4, 5, 6, 7, & 8 above for more details.

**11. PASTOR, RABBI, DEACON, ELDER, ARMED MEMBER, OR EMPLOYEE:** The SDF will assist the place of worship entity. See Item 1, 2, 3, 4, 5, 6, 7, & 8 above for more details.

**12. WRITTEN TERMS AND CONDITIONS AGREEMENT - NOTICE OF NO ORAL AGREEMENT – PROMISSORY ESTOPPEL:** By executing the website online application the applicant acknowledges receipt of the Terms and Conditions of Membership and certifies that he or she has read and fully understands the Terms and Conditions of Membership. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior correspondence or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

The applicant agrees that he/she has had the opportunity to ask questions and receive answers before and after the application by contacting the SDF at 682-238-8161 and/or via email at selfdefensefund@gmail.com.

Member agrees and understands that this agreement, as written, covers all the stipulations by and between the member and SDF, and that no oral representations, statements, or promises are valid and cannot later file a claim of promissory estoppel. The applicant agrees to be fully bound by the written terms and conditions agreement as amended from time to time by SDF.

**13. FALSE DOCUMENTS, MISLEADING INFORMATION, FRAUDULENT APPLICATION:** If a membership is accepted by SDF and it is later determined that the application including the supporting documents was falsely submitted and/or the member misrepresented his or her personal qualifying information by submitting false or fraudulent documents about their past then SDF has the right to terminate their membership with no refund of the amount paid in the past or present and all membership privileges become null and void. If a SDF attorney or any other attorney assigned or recommended to the defense of a member and it is later determined that the individual made false claims and/or made false statements then all legal assistance and activity is suspended.

**14. MEMBERS AND SDF RIGHT TO CANCEL:** No questions asked. Member may cancel membership at any time by written letter, email, or phone call. Cancellation will be effective at the time and date received by the SDF staff and method of payment may receive a pro-rated refund based on the date of cancellation compared to the registration date. It is agreed that the SDF has the right to not pay any claim in whole or in part and/or refuse and/or cancel membership at any time for any or no reason. Coverage ends immediately after cancellation or failure to make payment on time and there is no "grace period" for your non-payment.

**15. AUTO-RENEW POLICY:** Membership shall auto-renew on the anniversary date of each month or year as selected on the application.

**16. FULL REFUND POLICY:** Refund request received within the first 14 days of registration can receive a full and complete refund if no claim for services has been made during that time.

**17. CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP:** If and when any changes are made by SDF then any active member that does not agree to the change(s) then the member has the option to opt-out if he or she disagrees with any modifications or changes made by SDF. The Terms and Conditions of Membership are posted on the website. Any such changes will be retroactive to your start date and shall be binding on you. Member agrees that it is his or her sole responsibility to keep up with any change(s) posted on the website.

**18. CHANGES IN THE MEMBERSHIP PRIVILEGES:** Any active member has the option to opt-out if he or she disagrees with any modifications or changes made by SDF. We reserve the right to add, eliminate or change any published Membership benefit or amenity at any time and from time to time, in its sole discretion. The membership privileges at any time shall be as posted on the SDF web-site or as otherwise communicated to the members. Such changes shall be effective on the date such revised membership benefits are posted to the web-site or communicated to the members.

**19. PAYMENT OF CHOSEN MEMBERSHIP:** Chosen membership amount shall be payable at the original time of application and auto-renewed on the anniversary date and time of each month or year as selected on the application.

The applicant agrees to pay up-front the applicable membership amount as stated in and on the website, and chosen by the applicant. The membership payment amount is an auto-renew recurring charge and is non-refundable except for no acceptance of membership. The membership shall commence on the time and date the application is submitted online and being more fully described below.

No application for membership shall be effective until:

- a) The application is completed by the prospective member and submitted to SDF with the required membership amount;
- b) The chosen membership amount is paid in full in accordance with the terms of this agreement;
- c) A payment authorization is submitted with the correct bank check, money order, credit or debit card information providing for payment of the membership amount if applicant;
- d) The application is approved and accepted by SDF.

**20. NOTIFICATIONS:** A) To be covered the member must call the emergency attorney assistance number (254-405-1726) located on their membership ID card, and also on the “Contact Us” page of the website, as soon as possible. The call will be answered by a live person and recorded. An attorney will contact you if not in jail for details. If the member is in jail then give the name of the jail, city, state, and contact phone number, if known, for the attorney to communicate with that facility. The Member must notify the SDF attorney of any and all details, to include any updates, and/or changes that occurred during or after of the self-defense incident. B) A printed copy of the current Terms and Conditions Agreement (applicable at the time of Membership) is included in the new Member packet which is mailed via USPS First Class Mail only as a convenience and is subject to change at any time in the future. Pursuant to 19 C below the member will be notified of any such change. See item 16 above.

C) Notice of change by SDF to the Terms and Conditions Agreement: Any notification changes to the terms of this agreement shall be given in writing by an email and/or text message and/or phone call stating that the Terms and Conditions have been changed and posted for public view on the SDF website and shall be deemed effective immediately upon publication. See item 16 above. It is the Members sole responsibility to monitor, open, and/or read, his or her email, phone voice mail, and/or text messages from SDF and it is further agreed that SDF cannot be held liable for the Members failure to do so.

If the member disagrees pursuant to item 15 above the member has the right to cancel his or her membership. If no objection is received by SDF then the changes made to the terms and conditions constitutes acceptance thereof.

**21. INDEMNITY:** By execution of the application you agree to defend, indemnify and hold harmless SDF board members, officers, employees, affiliates, successors and assigns, to include but not limited to, their immediate family members from and against any claims, lawsuits, damages, liabilities, expenses or cost that may occur, including all cost for claims and/or damages against SDF arising out of or resulting from the acts or omissions of the member, members family, successors or assigns.

**22. RESOLUTION OF DISPUTES:** All disputes arising out of differences between the members and SDF that are not resolvable by good faith negotiations by the same, shall regardless of any statute or law to the contrary in any state, province, territory, county, or nation including any legal claim or cause of action arising from the past, present, or future, must be filed in the courts located in the State of Texas, Federal, or State, which shall have exclusive jurisdiction to determine all claims, disputes, controversies, and actions arising from or relating to disputes by and between a member and the SDF, and any of its terms or provisions, or to any relationship between the parties hereto, and venue shall be in the courts located in the City of Fort Worth, Tarrant County, Texas. The enforcement of this agreement shall be in accordance with the laws of Texas.

**23. GENERAL COMMUNICATION AND NOTICES:** All routine business communication by and between the member and SDF shall be by e-mail selfdefensefund@gmail.com, or USPS First Class Mail, or by phone call on the administrative office phone 682-238-8161.

**24. ELECTRONIC COMMUNICATIONS:** All official communication by and between SDF and/or agents shall be by electronic communication meaning communication from a computer to

a computer which includes, but not limited to, data communication, or email which may or may not be secure or encrypted and all agree to a hard copy paper waiver.

The SDF computers use technology to assure safe electronic data exchange by use of authentication and affirmation of the user by establishing that the authenticated user took a specific action requiring intent by selecting a checkbox to acknowledge of a statement and/or an email login using a username and password affirmation.

a) **AUTHENTICATION:** The use of a unique identifier for each person who is authorized to access services such as full name, email address or other information stored in our database.

b) **AFFIRMATION:** Given an authenticated user (above) the website may prompt the user to respond to questions and store the results so that they may be reviewed and acted on by the SDF.

c) The SDF website presents to each user data entry fields, and/or checkbox(s) to acknowledge agreement with the data collected, and a button to record the data fields and/or checkbox(s) and the user is provided a mechanism to “undo” or “Reset” to manage change(s). The data entered by the user provides an audit trail, searchable by the data entered and other fields using common database access tools, showing actions taken by users. This information is then used within our system to limit or allow activity.

**25. SIGNATURE:** Pursuant to the above items authentication and affirmation the user understands the meaning of and use of an e-signature and hereto certifies knowledge of same and hereby authorizes SDF to accept their e-signature and that he or she waives their hand written signature as evidence of acceptance of all electronic communication.

This agreement is composed of the declarations, the specialty liability coverage, specialty liability terms and conditions, and any endorsement attached hereto, if any, constitute the entire agreement by and between Self Defense Fund (SDF) and the covered member which is executed and effective on the start date and time of the membership application and payment has been received (the “Effective Date”) by the named member(s) and SDF.

**26. EXCLUSION OF LIABILITY:** SDF will not be in any way liable or responsible to any member to whom this clause applies for any claim or liability arising from any member act(s), omission, or misconduct of that member such as but not limited to the following:

- **Activist** - A person that emphasizes direct, vigorous action especially in support of or opposition to one side of a controversial issue and/or a person who campaigns to bring about political or social change and/or one who advocates or practices activism such as a person who uses or supports strong actions (such as public protests) in support of or opposition to one side of a controversial issue, except to the extent that the member was attacked or faced imminent danger of attack in the course of his legal conduct, and was justified in the use of force in self-defense.

- **Amendment Auditors** - A person who films and uploads videos on YouTube or any other social media outlet cannot claim self-defense if challenged or arrested by law enforcement;

- **Aggression** - A robbery, theft, premeditated murder, planned or intended violence, domestic or family violence;

- **Civil unrest** - An illegal protest and/or a disruption of the typical social order which can be peaceful or involve violence;

- **Criminal Acts** - Self-defense cannot be claimed when the member is in the act of a crime, either past or present, when the member is committing or has committed a crime such as but not limited to theft or robbery;

- Hostilities - Hostile behavior; road rage, vulgar language, domestic violence, unfriendliness or opposition to an authority;
- Insurrection - A violent uprising against an authority or government;
- Invasion - an instance of invading a region with an armed force; an incursion by a large number of people or things into a place or sphere of activity;
- Mutiny - An open rebellion against the proper authorities, especially by any military against their officers;
- Rebellion - An illegal act of armed resistance to an established government or leader;
- Revolution - A forcible overthrow of a government or social order, in favor of a new system;
- Riot - Member is an active participant in, or a member of, a now known or unknown organization that is active in a violent disturbance or uprising against an authority or government;
- Social unrest - An act or show of defiance towards an authority;
- Terrorism - The unofficial or unauthorized use of violence and intimidation in the pursuit of political aims;
- War and like activities - A state of armed conflict between different countries or different groups threatening war or hostile actions.

**27. MISCELLANEOUS:** SDF will accept an application for membership from any individual that meets the requirements established by SDF without regard to race, color, creed, gender, religion or national origin, nor shall such matters ever be made a condition of membership. The membership is personal to the member and may not be transferred or assigned at any time to any other person. In the event of the death of the member the membership is terminated and it shall be the responsibility of the surviving to notify SDF.

The member acknowledges that there has not been any oral promise, warranty, or representation, expressed or implied, pertaining directly or indirectly to the member and/or applicant which are not contained herein, in the application or on the SDF web-site. You acknowledge that membership is legal services and is not an insurance policy and has never been represented, implied, said, inferred, promised, or guaranteed, that it is, or was, insurance. The member agrees that in addition to unlimited attorney fees the aggregate combined total sum of one million US dollars (\$1,000,000.00), five million US dollars (\$5,000,000.00) or ten million US dollars (\$10,000,000.00) [depending on your membership choice] per occurrence, per person can only be used by, licensed, certified and qualified personnel approved by, employed by, or contracted to, SDF, such as but not limited to, attorneys, expert witness, private investigator, bail bondsman, or forensic testing laboratory.

The member and/or applicant must rely on his or her own due diligence of SDF and any other investigations deemed necessary for the purpose of determining whether to proceed with membership in SDF.

To the extent permitted by applicable law, none of the parties hereto shall assert, and each party hereby waives, any claim against each of the other parties and their respective affiliates, members of the board of directors, employees, attorneys, agents or sub-agents, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this agreement or any other document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or

thereby, any act(s) or omission(s) or event(s) occurring in connection therewith, and each party hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.