



Business Legal Plan

Membership Guidebook

1-800-305-6816

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www.prepaidplans.com

Section I

Eligibility and Plan Usage

Business Eligibility

Upon enrollment, your business becomes a corporate member of the Prepaid Plans™ Business Legal Plan. You have immediate access to your benefits. The plan is designated for use by the business only and may not be used by employees of the company or for personal legal matters. To enroll in the Personal Legal Plan, visit: www.prepaidplans.com/join

Plan Usage

Members should use the contact information below to access the services included in the Business Legal Plan. **When using any of the member service numbers, members must identify themselves as belonging to Legal Club of America.**

Free & Discounted Legal Care

How to Reach a Plan Attorney:

Members obtain attorney referrals by contacting our Member Services Department (MSD), using the toll-free number provided. There is no limit to the number of referrals you may receive. When contacting the MSD a Member Service Representative (MSR) will ask you to identify yourself and the method by which you became affiliated with Prepaid Plans™. Upon verification of membership they will then ask you to briefly describe your legal issue at which time they will refer you to a plan attorney that practices the appropriate area of law, speaks your language and is conveniently located. If the appropriate plan attorney cannot be immediately identified, the MSR will refer your issue over to the Provider Services Department (PSD). The PSD will call you within two business days to make sure the best available referral is given to you.

Contacting Plan Attorneys:

When contacting a Prepaid Plans™ plan attorney you must notify the attorney's office that you are a Legal Club of America member. If for any reason the plan attorney is unable to assist you please call our toll-free Member Service number for another referral.

Plan attorneys may be out of the office attending to other clients. As such please allow up to 3 business days for the plan attorney to respond to your call.

Free & Discounted Legal Care:

Member Service Representatives are available to assist you with all of your attorney referrals.

- Member Services number: (800) 305-6816
- Hours of Operation: 8:00 am – 8:00 pm EST, Monday – Friday

Section II

Small Business Plan Benefits

Legal Services

You and your business will have access to a nationwide network of plan attorneys that have contracted with us to provide free and discounted legal services. Upon contacting our MSD, you will be referred to a plan attorney based on language, area of law and location.

Benefit Features

Free Legal Services*

The following services are available at no charge from your plan attorney. Please read this section carefully.

- During normal business hours, you may call your plan attorney with any new legal matter. A new legal matter is one about which you have never spoken to the attorney before. Your attorney will listen to your issue, advise you about your legal rights, and help you resolve your issue. In some cases further legal advice may be unnecessary. If not, you may be advised on how to resolve your issue by yourself. If further representation is necessary, then you and your attorney will decide the next step. You may be responsible for long distance toll charges for telephone calls made by your attorney to you or on your behalf.
- Before you sign on the dotted line, bring your independent legal documents to your plan attorney for review. Legal documents include: loan agreements, leases, commercial real estate contracts, business agreements, etc. Your plan attorney will review up to 5 documents, up to 10 pages in length each, per quarter at no charge. Additional pages may be reviewed or the entire document may be rewritten at the guaranteed low hourly rate plus costs. Documents that are part of an ongoing case or require extended legal service are not included in this section.
- Phone calls often help resolve legal matters. When deemed appropriate by your plan attorney, he or she will make 2 initial free phone calls per month (1 initial free phone call for each new legal matter). Follow up calls for each matter will be billed at the guaranteed low hourly rate.

- Letters often help resolve legal matters. When deemed appropriate by your plan attorney, he or she will draft 3 initial free letters per month (1 initial free letter for each new legal matter). Follow up letters for each matter will be billed at the guaranteed low hourly rate.
- Initial in-person consultations for any new legal matters are available at no cost (limited to 30 minutes per new legal matter). Further consultations concerning the same legal matter will be billed at the guaranteed low hourly rate.
- Registered Agent - Your plan attorney will act as registered agent for your business in the state which you are incorporated. A participating attorney in another state will serve as registered agent in other states where your business may be registered. All state registration and filing fees are additional.
- Collection Letters will be prepared by your attorney at no cost to you. Up to 10 initial (first time) letters per quarter for new matters will be provided. Follow up calls and letters will be at the guaranteed low hourly rate or at the contingency fee percentage.

*In certain situations, attorney liability may require plan attorneys to ask for a retainer from the member prior to providing some of the free Legal Services.

Detailed Legal Services definitions can be found in Section three (3) of the Plan Guidebook.

Guaranteed Low Hourly Rates:**

Plan attorneys have contracted to charge no more than \$125.00 per hour, or 40% off their usual and customary hourly rate, whichever is greater, for legal care that goes beyond the free and discounted services described above. In most cases, the attorney will be able to estimate the amount of hours any given case may consume prior to beginning work on the case.

Retainers:**

In the case of extended legal care, plan attorneys may ask you for a retainer. Any retainer sought will be computed by multiplying the number of hours a plan attorney believes a case will take, by the appropriate discounted hourly rate. For instance; 10 hours x \$125.00 = a retainer of \$1,250.00. Any unused portion of the retainer will be returned to the member.

Contingency Fee Discounts**:

Attorneys often work on a contingency fee basis on such cases as personal injury and collections. This fee is usually expressed as a percentage of the amount collected or awarded. In collection matters, your attorney will accept 18% if the case is settled before formal court proceedings begin. After proceedings begin, the fee is 27%. On all other contingency matters there is a 10% discount on the lower of either the state maximum or the attorney's standard rate.

**Court costs, filing fees and time charged for travel to and from any courts are additional.

Section III

Definitions and Miscellaneous Information

DEFINITIONS

COLLECTIONS MATTERS: Are defined as any matter in which the business is owed money by a debtor. This may include calls and letters and court appearances if necessary.

PLAN MEMBERS: Are defined as any business who has contracted with the Prepaid Plans™ for a membership in the plan and has a current paid membership.

PLAN/PARTICIPATING ATTORNEYS: Are defined as licensed and qualified to practice law in their state, to maintain professional liability insurance if required by their state, and have contracted with Legal Club of America to provide legal services to plan members as outlined in this Plan Member Guidebook for the law areas that they handle and the cases that they accept.

MISCELLANEOUS INFORMATION

Participating attorneys are bound by their state's professional code of ethics. They will advise you if they have a conflict of interest in taking your case. Attorneys have the inherent right to decline a case for any reason. However, plan attorneys have agreed not to reject any eligible plan member seeking services by reason of the amount of fees to which he or she may be entitled to charge under the Prepaid Plans™ plan. If this occurs, you may be referred to another attorney on the plan by calling Member Services Department for assistance.

- Attorney fees are paid directly to your plan attorney. Participating attorneys are not employees of Prepaid Plans™ and have no financial obligation to the company.
- Prepaid Plans™, Legal Club of America, Legal Club Financial and any of their agents, officers, or subsidiaries are not liable to indemnify or reimburse any plan member or participating attorney for any attorney fees or costs generated by the plan member.
- Prepaid Plans™, Legal Club America® and Legal Club Financial, its subsidiaries, State Bar Associations and other regulatory agencies do not guarantee the quality or quantity of legal services that are provided by plan attorneys. However, all participating attorneys are required to provide certificates of liability insurance if required by their state associations, and background checks are performed periodically to verify that they are in good standing.
- The plan attorneys in their attorney/client relationship have the sole responsibility for providing legal services to the plan member.

- Prepaid Plans™ is not a law firm, insurance carrier or a provider of legal services.
- As a member, you can cancel your membership at anytime. Membership cancellations received within 7 days of initial enrollment may be eligible to receive a full refund less the one-time enrollment fee.
- The term “guarantee” as used in this guidebook refers to the guarantee that Prepaid Plans™ will use its best effort to locate and refer its members to an attorney that will abide by the fee schedule outlined herein.
- Court filing fees, expert witness fees, court costs, court reporter fees, transcript expenses, photocopying costs, postage, telephone toll charges and any other incidental expenses incurred by the plan member are excluded from discounted rates under any of the three pricing formulas described in this guidebook. Travel expenses are not eligible at discounted rates when the attorney must travel to represent a plan member’s interests.
- Information available at www.prepaidplans.com will contain the most up-to-date plan benefits, definitions, terms and conditions, etc. In the event of a conflict or discrepancy, the website content shall be considered the most up-to-date and correct.

Section IV

Terms & Conditions

The following matters are excluded from your plan privileges:

- Legal matters involving the laws of jurisdictions outside the United States or its subdivisions.
- Legal matters where the plan member has already retained participating counsel at their usual rates prior to enrollment with Prepaid Plans™.
- Frivolous legal matters as determined by the plan attorney in accordance with the professional code of ethics in their state.
- Any action involving Prepaid Plans™, Legal Club of America®, Legal Club Financial, plan attorneys, affiliated companies or any of their company's or affiliated company's directors, officers, employees or agents in any matter in which they have interests adverse to the plan member's.
- Legal matters against the plan sponsor, employer, directors, officers, agents or employees, where Prepaid Plans™ membership was gained through the sponsor or employer's efforts.
- Legal matters related to personal or family matters.

Terms of Service

Communication

By providing your phone number, you hereby consent to any relevant communication or phone calls, even if your phone number is on any Do Not Call list. Also, by providing your e-mail address, you hereby consent to any relevant e-mails, even if your e-mail address is on any Do Not SPAM list. For information regarding our Privacy Policy, please go to www.prepaidplans.com/privacy.

Newsletter

By enrolling in a membership, you agree to automatically be added to our monthly newsletter. When using our contact form to send an e-mail, you have the option of joining our newsletter. The check box to join the newsletter is initially checked. To not be added to our newsletter, simply deselect the check box next to "Join Newsletter".

If you no longer wish to receive our newsletter and promotional communications, you can opt out by clicking on an unsubscribe link on the bottom of a newsletter or by e-mailing us through our contact form.

Automatic Recurring Payment

By enrolling in one of our plans and providing a payment method, you authorize us to draft the applicable monthly membership fee from your account. Your Prepaid Plans membership will continue month-to-month unless and until you cancel your membership or we discontinue it. We will draft the monthly membership fee from the payment method you provide. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fee to your debit/credit card.

We automatically draft your debit/credit card each month on or around the calendar day corresponding to the commencement of your enrollment. In the event your enrollment occurred on a day that is not within a given month, we may draft your debit/credit card on the next available day. Group members please refer to your HR department for information on your payment method and enrollment date.

Our Attorneys

Attorneys are often in deposition or court and as such they may not call back for two or three days. Accepting a case is left to the personal judgment of the attorney. The attorney may determine that the case lacks merit in which case, they are truly trying to save the member the time and money of pursuing a potential losing case. In addition, the attorney may be too busy to give the member the time and care they require. In either situation, members should contact Member Services and request another attorney. They may use as many plan member attorneys as they like. Results with the next attorney could differ.

Limitation of Liability

In no event shall Prepaid Plans™ be liable for any direct, indirect, special, or consequential damages, or any other damages whatsoever, for any use of or reliance on this Site, or any linked or referenced website, including, without limitation, any lost opportunity, lost profits, business interruption, loss of programs or data, even if expressly advised of or otherwise aware

of the possibility of such damages, whether in an action of contract, negligence, tort, or otherwise.

The pages contained in this Site may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept neither responsibility for keeping the information in these pages up to date nor liability for any failure to do so.

Cancellation and Refund Policy

As a member, you can cancel your membership at anytime. Membership cancellations received within 7 days of initial enrollment may be eligible to receive a full refund less the one-time enrollment fee. Refunds will be credited back to the original debit/credit card used for payment.

Cancellations received after the initial 7 day period will not be eligible for a refund for any previous month. Even if you do not use the plan benefits or speak with an attorney, you will be responsible for any membership fees until you cancel your membership or until it is otherwise terminated.

Cancellations can be submitted by verifying your full name, address and membership number via e-mail, by phone, fax or post mail. For mail and fax cancellations, send to: PO Box 27312, Albuquerque, NM 87125 or e-mail it to service@prepaidplans.com.

Cancellations cannot be made retroactive. Cancellations are effective the date the completed cancellation letter is confirmed as being received with a confirmation e-mail by Prepaid Plans. Cancellations received on or after the recurring monthly draft day are not eligible for a refund. Members can continue using their membership through the paid month. We reserve the right to suspend or cancel a membership for non-payment.

Group members, please contact your HR department representative to cancel your membership.

Acknowledgement

We reserve the right to change these terms at any time. By using this service, you acknowledge that you have read and reviewed these terms in their current version available at www.prepaidplans.com/terms. If you continue to use the service after we make changes to these terms, you are signifying your acceptance of the new terms.