

## Identity Theft and Legal Services Program

The following terms and conditions of this Membership Agreement (the "Agreement") govern the **Identity Theft and Legal Services Membership Program** ("**Program**") provided to members of the Program ("**Members**") by Tax Protection Plus, LLC and the American Advantage Association (cumulatively referred to as "**Company**"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

**1. Definitions:** The following definitions are applicable to the Agreement.

- a. "**ERO**" means the Electronic Return Originator participating in the **Program** approved and authorized by **Company**.
- b. "**Identity Theft and Legal Services Membership Program**" (or the "**Program**") is a service program offered by **Company**.
- c. "**Return**" means an IRS acknowledged individual federal tax **Return** and/or a state acknowledged individual state return (if applicable) for the previous year's tax **Return**.
- d. "**Tax Preparer**" means the individual completing and signing the acknowledged **Return** as the paid preparer.
- e. "**Taxpayer**" or "**Member**" means the individual for whom the **Tax Preparer** completes and signs an acknowledged **Return**, and **Company** receives payment of the **Company Program Fee**.
- f. "**Program Fee**" is the fee charged by the **Tax Preparer** or **ERO** and paid by **Member** for the **Program**.
- g. "**Company Program Fee**" is the **Company** established fee charged by **Company** for a **Taxpayer** to participate in the **Program** and paid to **Company** out of the total **Program Fee**.
- h. "**Company**" is Tax Protection Plus, LLC and the American Advantage Association

**2. Services provided by Company under the Program:** From the date the IRS or state (if applicable) has acknowledged transmission of your **Return** and **Company** receives payment of the **Company Program Fee** and for a period of one (1) year after the filing deadline of April 15 (the Membership Term), for the tax year preceding the year of enrollment, **Company** will provide the **Taxpayer** with the following services (collectively, the "Services"):

**2.1 Identity Theft Restoration:** Taxpayer is provided with toll free telephone access to Identity Theft Restoration Advocates who will provide Taxpayer with the following recovery services:

- Investigate and confirm the fraudulent activity, including known, unknown and potentially complicated additional sources of identity theft.
- Complete and mail customized, pre-populated, state specific "Fraud Packet" via certified mail with pre-paid return instructions.
- Place phone calls, send electronic notifications, and prepare appropriate documentation on the member's behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions.
- Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Submit Special Limited Power of Attorney and ID Theft Affidavit to involved creditors for card cancellation and new card issuance.
- Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce member's rights.
- Assist the member in notifying local law enforcement authorities to file the appropriate official reports.
- Utilize real time access to public records reports including DMV, criminal, address changes, liens, and judgments for further investigation where applicable.
- Provide peace of mind and resolution of key issues from start to finish as swiftly as possible.
- Provide members with a "Case Completion Kit" including copies of documentation, correspondence, forms and letters for their personal records.
- Provide daily identity monitoring with all three credit bureaus for six months.

**2.2 Unlimited Legal Care at Discounted Rates:**

As an Identity theft victim, Member is also provided access to a proprietary attorney network that will represent Member at the low hourly rate of \$125.00, or when appropriate, 40% off their usual and customary hourly rate, for all extended legal care. Member may use Program to prosecute identity theft thieves. This Program provides unlimited discounted legal care, at capped hourly rates, enabling Member to both defend yourself and prosecute thieves.

**2.3 Identity Theft Insurance:**

Members are protected up to \$1MM under an identity theft insurance policy underwritten by a nationally recognized Insurance Carrier with an "A" or better AM Best Rating. This coverage will help offset some of the cost of restoring your identity to its original status including:

- Lost wages: \$500.00 per week, for 4 weeks maximum;
- Re-filing of loans;
- Defense cost for certain civil & criminal law suits;
- Reimbursement of fees: Reasonable and necessary costs incurred in the United States by the insured for:
  - Re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity incident;
  - Notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the insured efforts to report a stolen identity incident and/or amend or rectify records as to the insured true name or identity as a result of a stolen identity event;
  - Up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after the insured discovery of a stolen identity incident

## 2.4 Family Legal Plan:

Members have access to a nationwide network of plan attorneys that have contracted with Legal Club to provide free and discounted legal services. Upon contacting our Member Service Department, you will be referred to a plan attorney based on language, area of law, and location.

2.4.1 **Free Legal Services:** The following nine (9) services are available at no charge from your plan attorney

- Initial phone consultation for each new legal matter (no time limit)
- Initial face-to-face consultation for each new legal matter (no time limit)
- Review of independent legal documents (6 page maximum per legal document, no limit to the number of new independent documents)
- Plan attorneys will prepare a free Simple Will for you and your family, as well as update the Will annually for free
- A state specific, web based, free Living Will form is available to members. This can be taken to a Plan Attorney and completed by the Plan Attorney for free.
- Plan Attorneys will help Members represent themselves in small claims court.
- Assistance is solving problems with government programs, such as INS and Welfare.
- When deemed appropriate by your plan attorney, he or she will write initial letters on your behalf (one letter per legal matter, with no limit on the number of new legal matters).
- When deemed appropriate by your plan attorney, he or she will make initial phone calls on your behalf (one call per legal matter, with no limit on the number of new legal matters).

2.4.2 **Deeply Discounted Legal Services:** The following are eight (8) commonly used legal services for which plan attorneys have agreed to charge a onetime, deeply discounted fee

Legal Services	Member Rate*	Non-Member Rate*
Traffic Ticket Defense	\$89.00	\$199.00
Name Change	\$155.00	\$365.00
Simple Will with Minors Trust	\$250.00	\$530.00
Chapter 7 Bankruptcy	\$750.00	\$1,500.00
Non-Support (Spouse/Child)	\$275.00	\$1,490.00
Simple Divorce	\$275.00	\$1,100.00
Regular Incorporation	\$295.00	\$585.00
Personal Real Estate Closing	\$250.00	\$675.00
* Court Costs and Filing Fees will be added to these rates		

## 2.4.3 Guaranteed Low Hourly Rate:

This is where tremendous savings is realized. After the free letters, calls and consultations take place, members and their attorneys will have to decide what course of action to take next. In most cases, members will have no choice and litigation will ensue. This is when Legal Club plan attorneys charge a capped hourly rate. Plan attorneys will either charge \$125.00 per hour, or when appropriate, give members a 40% discount off their usual and customary hourly rate.

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 plan rate. For instance; 10 hours x \$125.00 = a retainer of \$1,250.00. Any unused portion of the retainer will be returned to you. Contingency Fee Discounts: The contingency fee discount will be a 10% reduction of the state maximum rate or the attorney's usual rate, whichever is lower.

2.5 Identity Theft Restoration and Identity Theft insurance are provided through CSID. Unlimited Legal Care and Family Legal Plan are provided through Legal Club of America.

**3. Disclosure of Information: Taxpayer** hereby agrees that his/her specific **Taxpayer** information, including all information that **Taxpayer** has disclosed to the **ERO** or has been included on the **Return**, may be disclosed by the **ERO** to **Company** and used by **Company** in the manner consistent with this Agreement.

**4. Payment of Company Program Fee: Taxpayer** understands that **ERO** is responsible for payment of the **Company Program Fee** and that **Company** is under no obligation to provide Services unless **Company** receives payment of the **Company Program Fee**.

**5. Cancellation and Refund Option:** If, for any reason, a **Member** is not satisfied with the **Program** and wishes to terminate his/her membership, the **Member** may cancel the membership by notifying **Company** in writing or by telephoning a **Program** representative. Membership in the **Program** shall terminate on the date that **Company** receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund.

**6. Member Representations and Acknowledgements:** In return for the Services available under the **Program**, the **Member** makes the following representations and acknowledgements:

6.1 **Member** has read this Agreement carefully, understands the **Program**, and understands the various billing methods for payment of the **Program Fee**.

6.2 **Member** may cancel his/her **Program** membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Section 5 of this Agreement.

6.3 Membership in the **Program** and benefits thereunder are not assignable without the express written consent of **Company**. **Member** agrees that he/she will use his/her **Program** membership only for his/her personal benefit. A **Member's** violation of this paragraph 6.3 will result in immediate termination of the **Program** Membership.

6.4 **Member** acknowledges that **Company** bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the **Program**. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the **Member**.

6.5 **Member** understands that **Member** is responsible for paying the **Tax Preparer** or **ERO** for their services rendered.

6.6 **Member** understands and agrees that all **Tax Preparers** and **EROs** are independent contractors, and that **Company** in no way is responsible for the Services provided by a **Tax Preparer** or **ERO**.

6.7 **Member** understands and agrees that they will be enrolled as a member of the American Advantage Association to be eligible to receive the benefits of the **Program**.

6.8 **Member** understands and agrees that the **Program** is not insurance.

**7. Disclaimer of Warranties:** **Company** is not a **Tax Preparer**, **ERO**, or a direct Provider of the tax services provided to **Members** other than the **Program**. ACCORDINGLY, **COMPANY** GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A **MEMBER** FROM A PARTICIPATING **TAX PREPARER** OR **ERO**. **MEMBER** ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON **COMPANY'S** SKILL OR JUDGMENT IN SELECTING A **TAX PREPARER** OR **ERO** FOR THE SERVICES PROVIDED TO **MEMBERS** BY THE **TAX PREPARER** OR **ERO**. In the event any product or service (other than the **Program**) purchased or received by a **Member** from a **Tax Preparer** or **ERO** is canceled, modified, defective, or otherwise unsatisfactory to the **Member**, the **Member** will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

**8. General Release:** Each **Member** who uses the Services under the **Program** membership hereby forever releases, acquits and discharges **Company** and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such **Member** or **Member's** legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the **Program**. The sole recourse available to a **Member** or **Member's** legal representative(s) against **Company** shall be cancellation of the **Program** membership as provided in Section 5 and any refund available as provided in Section 5.

**9. Disclaimer:** **Company** will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.

**10. Notices:** Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the **Member**, at the address provided by the **Member**.

**11. Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the **Program**. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. **Member** Acknowledges that **THE PROGRAM IS NOT INSURANCE**.

**12. Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

**13. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.

**14. Headings:** The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

**15. Waiver of Breach:** Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

Upon receipt of the payment of the Company Program Fees, your membership will be activated. If you have questions, you can contact us at 866-942-8348.

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