



Karp Cards

Terms and conditions of use 2018

Terms and Conditions

Karp Card's Disclaimer

By submitting with Karp Cards, customer has read and agreed to both Karp Cards' disclaimer and PSA's disclaimer.

Duration/Updates of Turnaround Dates

Turnaround dates are measured in Business days. Turnaround dates start when PSA opens the box containing the cards and sends cards to the Processing Center, **NOT** when the package arrives at PSA.

- I. Business days include **only** weekdays (Monday-Friday).
- II. Saturday, Sundays and Holidays are **NOT** business days.

Updates of Turnaround dates will be posted on the Karp Cards website by a representative when information is available. Customer has the right to updates, but does not have the right to harass representatives of updates.

Mailing to Karp Cards and Potential Damages

Customer is responsible for quality images of his/her cards before mailing to Karp Cards. Karp Cards is not responsible for any damages that occur during the removal of cards from toploaders/ sleeves/ packaging into PSA approved sleeves as well as any damages outside their control (Ex. during shipping, grading process, etc.). Karp Cards is not responsible for any lost or stolen mail. In case of any interruption of mail delivery, Karp Cards will assist in the location of your cards.

IMPORTANT:

Pre-Grading Process: Karp Cards will ensure that all cards are properly handled while in their possession. For a small fee, Karp Cards provides cleaning services for each card (refer to a representative for prices). **CAUTION:** Cleaning services come with a small risk of potential damage on cards. Karp Cards will work to minimize chances of damage, however, Karp Cards is not responsible for any damages that occur during cleaning.

- I. If concerns about cards getting damaged at PSA arises, please consider insuring cards before PSA submissions are uploaded on PSA's website for grading.
- II. 45 day turnaround submissions can be insured up to \$99. For more insurance on cards, please ask about upgrading to 35, 10 or 5 day turnaround.

Post-Grading Process: Due to the high demand of shipping items shortly after package receipt from PSA, Karp Cards only has a few seconds to inspect each card case. If you are concerned about the condition of the case or cards within it, feel free to message a representative within two business days asking for a picture we will provide it to you in a timely matter. If any abnormalities from PSA are discovered, we will bring it to your attention and we will contact PSA on your behalf about a correction. Examples of abnormalities include, but are not limited to, scratches, mislabels, or damages on cases or cards.

- I. Message Karp Cards for additional sleeving services to protect cases from further abnormalities (Refer to Karp Cards' website, or representative if information not available, for prices).

Media

By submitting cards to PSA with Karp Cards, Karp Cards holds the right to use image(s) of customer's card(s) before and after grading process on their associated social media platforms. Karp Cards will use image(s) of customer's card(s), before and after grading process, on their associated social media platforms to promote the Karp Cards website and its services. Option to opt out of image(s) usage is provided on the Term of Agreement Form, please check the box that states, "I do not permit Karp Cards to share any images of my card(s) before/after the grading process on any of their direct, or affiliated, social media platforms".

Return Shipping

Customer will provide return address in the Terms of Agreement Form, provided by Karp Cards, and notify a Karp Cards representative of any return address changes. Karp Cards will notify every customer on receipt of cards from PSA, customer must confirm return shipping addresses before Karp Cards mails the PSA cards back to customer. Karp Cards is not responsible for cards being shipped out to incorrect address(es) due to customer negligence. After receiving cards from PSA and return shipping fee is paid by customer, cards will be shipped to designated address within 2-3 days. Except in the cases in which expedited shipping is unavailable (Ex. PSA packaged arrived close within mail center closing hours, personal emergency, etc.). There are quicker shipping methods for additional fees. Please message Bonnie.

NOTICE: Please refer to hours of operations for each of the Golden Karp representative for any additional questions.

PSA Disclaimer

Updated since March 2018

1. PSA will endeavor to grade items within the time frame, if any, offered as part of a PSA grading service. However, PSA will have no liability whatsoever to Customer for incidental or consequential damages due to PSA's failure to grade any items within any time frame. All days are business days.
2. PSA will not grade items which bear evidence of trimming, recoloring, restoration or any other form of tampering, or are of questionable authenticity, and Customer agrees not to knowingly submit any such items. Customer agrees that in the event PSA rejects any items for grading, PSA shall not refund the fee paid by Customer because the determination to reject a item requires a review by PSA's graders and authenticators. Customer represents and warrants that it has no knowledge and no reasonable basis to believe that any item submitted for grading has been altered in any way or is not genuine.
3. Grading involves individual judgments that are subjective and require the exercise of professional opinion, which can change from time to time. Therefore, PSA makes no warranty or representation and shall have no liability whatsoever to Customer for the grade assigned by PSA to any item, except pursuant to PSA's Financial Guarantee of Grade and Authenticity.
4. An autographed item submitted under the PSA item grading and autograph authentication combination service must pass both autograph authentication and item grading authentication in order to be encapsulated. For example, a item that is deemed altered in any way will not be encapsulated even though the autograph may be genuine. In addition, if the item is deemed original and unaltered yet the autograph does not pass inspection, then the item may not be encapsulated. There may be very rare exceptions to the rule on a case by case basis (in cases where the autograph and item are deemed authentic but the item has been altered in some fashion). In a rare case where an authentic item has been altered, PSA may choose to label the item "Authentic" since the

item cannot have a grade assigned. The final determination as to whether a item is encapsulated under these conditions is at PSA's sole discretion.


5. PSA will exercise reasonable care in handling items submitted for grading, review, or reholding. However, if PSA determines that Customer's item was lost or damaged while in PSA's possession, Customer will be compensated based upon the fair market value of the item as determined by PSA standard procedures which may include filing a claim with our insurance carrier. The declared value you provided with this submission is for estimating the insurance coverage only, and the fair market value of the item may be less than your declared value. IN NO EVENT SHALL THE TOTAL LIABILITY EXCEED THE DECLARED VALUE OF THE ITEM. Such compensation shall be Customer's exclusive remedy for any loss or damage.
6. Customer must inspect all items immediately upon receipt and PSA disclaims any liability for damage or discrepancies or errors, including, but not limited to, errors in the description of the item unless reported to PSA within five (5) days of Customer's receipt of the item(s). Customer agrees to return any incorrectly described item to PSA upon request for correction and agrees to indemnify and hold PSA harmless from any and all losses and/or claims caused by the circulation or sale of incorrectly described items.
7. Customer agrees (a) to pay to PSA all fees and other charges when due; (b) that any delinquent balances shall accrue interest at the rate of 10% per year until paid (or, if less, the maximum interest rate permitted by applicable law); and (c) that PSA shall have a security interest in the items submitted, as well as in any other property of Customer in the possession of PSA or its affiliates (collectively, the "Property"), to secure payment thereof. Customer hereby grants to PSA an assignment of and lien against the Property in the amount of any fees and other charges due and payable pursuant to the terms of this Agreement. Customer hereby authorizes PSA to file, at any time on or after the date such fees and other charges become due, appropriate uniform commercial code financing statements in such jurisdictions and offices as PSA deems necessary in connection with the perfection of a security interest in the Property.
8. PSA shall have no liability whatsoever to Customer, or any third party for whom Customer may be acting, (i) for any personal injury or (ii) any damage to any item, or otherwise, resulting from the breaking open of a PSA item holder, or for any damage to any item that PSA can reasonably demonstrate occurred while the item was not in the

custody or control of PSA including, but not limited to, loss or damage to items while being shipped to PSA, or while being shipped by PSA to Customer by a method selected and paid for by Customer.

9. Except as expressly set forth herein to the contrary, PSA DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING PSA'S GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. Notwithstanding anything to the contrary contained herein, except with respect to the remedies under the PSA Financial Guarantee of Grade and Authenticity set forth at PSACard.com (the "Guarantee"), THE MAXIMUM AGGREGATE LIABILITY THAT PSA SHALL HAVE TO CUSTOMER, OR ANY THIRD PARTY FOR WHOM THE CUSTOMER MAY BE ACTING, ARISING FROM ANY CAUSE, ACT, OMISSION OR OTHER CIRCUMSTANCE, SHALL IN NO EVENT EXCEED THE GRADING FEE OR LESS ACTUALLY PAID BY CUSTOMER FOR THE GRADING SERVICES RENDERED BY PSA WITH RESPECT TO THE ITEMS SUBMITTED FOR GRADING HEREUNDER. IN NO EVENT SHALL PSA OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. In the ordinary course of its grading operations, PSA (i) compiles data regarding each item submitted for grading, including, but not limited to, data relating to the identity, production, condition and grade of the item (the "Data"); and (ii) may take, or have taken, one or more digital or other types of photographs, images or reproductions of each such item (collectively, the "Images"). In consideration for the grading services being provided by PSA, Customer, on behalf of itself and any third party for whom Customer may be acting, hereby authorizes PSA (i) to compile and maintain such Data with respect to each item submitted hereunder for grading; and (ii) to take, or cause to be taken, one or more Images of each such item, and further agrees that PSA will be the owner of such Data and all such Images and that PSA may use and exploit such Data and the Images for commercial and any other purposes, as PSA in its sole discretion deems appropriate, including, but not limited to, the publication and republication or reproduction in or on any media, of such Data and Images. Without limiting the generality of the foregoing,

Customer, on behalf of itself and any third party for whom Customer may be acting with respect to this agreement, unconditionally and irrevocably transfers, conveys and assigns to PSA any and all current and any hereafter acquired rights, title and interests (including, without limitation, rights in copyright, patent, trade secret and trademark) that Customer or any such third party may have in or to the Data and the Images (on whatever media or in whatever form such Images may be reproduced or published).

12. If any items are being submitted for a third party, Customer represents and warrants that such third party has agreed and accepted this Agreement and has signed a duplicate copy hereof. Customer agrees to provide that third party signed copy to PSA at any time upon its request.
13. This Agreement is delivered and accepted in the State of California and it is the intention of the parties that it be governed by and construed in accordance with the substantive laws of that State, without regard to conflicts of laws principles. The parties hereby consent to personal jurisdiction of the courts of the State of California with respect to any legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement, and agree that the Superior Court of California, County of Orange, or, if applicable, federal District Court sitting in the County of Orange, State of California, shall be the sole venue, and the State of California shall be the sole forum, for the bringing of such action. Each of Customer and PSA agrees that the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs and expenses.
14. The terms and provisions in this Agreement and the Customer Agreement, if applicable, constitute the entire agreement of PSA and Customer (and any third party for whom Customer may be acting) regarding, and supersede all prior agreements and understandings (written or oral) between or among such parties relating to, the subject matter hereof. If it is determined that there are any inconsistencies between this Agreement and the Customer Agreement, then this Agreement shall control. If any term or provision of this Agreement is determined, by a final and non-appealable ruling or order of a court of competent jurisdiction, to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other of the terms or provisions of this agreement. Each party shall execute and deliver such additional documents and instruments as any other party



may request to better evidence or effectuate the agreements contained herein, including the assignment of rights set forth in Section 11, and procedures, and further agree that PSA is entitled to rely upon and benefit from those terms and procedures.