

Card Grading Australia Terms of Use

Welcome to the Card Grading Australia website.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Card Grading Australia ("we," "us" or "our"), concerning your access to and use of the Card Grading Australia website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Products, Content, Specifications and Accuracy of Information

We attempt to ensure that information on the website is complete, accurate and current. Despite our efforts, the information on the website may be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or any information being up to date on this website, including but not limited to the availability or specifications of any goods or services.

All features, content, products, services, and prices of the goods or services ("Goods") described or depicted on the website are subject to change at any time without notice.

The inclusion of any Goods in this website at a particular time does not imply or warrant that those Goods will be available at any time.

We reserve the right, without prior notice and in our sole and absolute discretion, to limit the order quantity on any goods and/or services, to refuse service to any user or customer and/or to refuse access to the website for any user, visitor or customer.

We may from time to time require further information, or verification of information, prior to the acceptance of any order for goods or services.

Submissions

Payment options: EFT (Bank Deposit), Credit Card or PayPal. All payments must be in Australian dollars.

All submissions must be addressed to Card Grading Australia, PO Box 565, Ingleburn, NSW, 1890. Cards should be sent in clear penny sleeves and either card savers or top loaders. Do not send your cards in screw down holders as these will be rejected. Card Grading Australia reserves the right to reject any submissions we deem are submitted in inappropriate holders. For shipping, your cards should be packaged and well wrapped (preferably in bubble wrap and boxed) to ensure their safe arrival to us. Your card savers and/or top loaders will be returned with your graded cards wherever possible and Card Grading Australia will not be liable for replacement of such, or any compensation in the event that these holders are not returned for any reason whatsoever. Card Grading Australia will not be liable for any damages incurred during postage, other transport methods, or unwrapping of poorly, inappropriate or inadequately protected cards. Card Grading Australia will make every effort to ensure your graded cards are well packed and are

returned safely to you. Card Grading Australia cannot and will not be liable for any damaged, missing, delayed, lost, stolen or otherwise misappropriated packages sent to you by us through Australia Post or any other professional carrier. Insurance for return shipping is your choice and the responsibility is up to you to notify us in writing that insurance is required for return shipping, along with the amount of insurance cover required. We will add the insurance cost to the invoice and rates will be charged as per the rates charged by the individual carriers.

Some cards we reject for grading. Any cards larger than 3.5 x 2.5 inches (63.5 x 88.9mm), or thicker than 4mm.

We will reject cards that have any or all of the following attributes: Added colour, Alterations of any kind, Bleached, Counterfeit, Miscut (that stops the card fitting in our holder), Pressed, Rebuilt, Trimmed and/or any cards we consider unsuitable for grading at our discretion.

Cards rejected for showing evidence of any of the above, or any other modifications, will still be charged the full grading fee according to the service level requested.

WE will **NOT** grade Bandai cards (except modern English Dragon ball Super cards), 'Star' brand cards, or any other English or foreign language cards at our discretion for any or no reason.

All card submissions must be accompanied by a CGA submission form or spreadsheet. Photos or any other visual or verbal representations will not be accepted. Card values are asked for by us only for insurance and/or replacement purposes. Card Grading Australia makes no suggestion, claim, statement or any other influence as to any particular cards value, either at the present time or into the future. You should research any values yourself before making any submission to Card Grading Australia.

Card Grading Australia will check all cards received by us against submitted forms and/or spreadsheets to ensure the correct cards have been sent. In the event that cards received by us do not match the form/spreadsheet submitted, Card Grading Australia will attempt to contact you to verify and correct the discrepancy. In the event that you cannot be contacted or do not reply to our contact, Card Grading Australia will grade and charge you for all cards received. It is your responsibility to ensure that the cards sent match the form/spreadsheet submitted. Card Grading Australia reserves the right to reject submissions where the cards received do not match the form/spreadsheet submitted, at our absolute discretion.

Card Grading Australia reserves the right to reject or refuse any submission for services for any reason at our absolute discretion.

From time to time Card Grading Australia may encounter difficulties and/or delays with third parties supplying us with goods and/or services which are out of our control. We will endeavour to inform you of any delays to your order caused by these supplier difficulties and/or delays as soon as is possible and practical, and we will not be liable for any claim arising from said delays.

Payments

Credit card payments are processed through STRIPE or Paypal and as such the collection and use of credit card details is governed by STRIPE's and Paypal's privacy policy and terms and conditions. Card Grading Australia does not have access to customers credit card details.

Stripe's privacy policy can be accessed at <https://stripe.com/en-au/privacy>

PayPal's privacy policy can be accessed at <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>

Services will not be provided until complete payment is received by Card Grading Australia. If payment is not received, no services will be provided. Card Grading Australia will attempt to contact you to advise that the payment has not been received, but may not always be successful. It is your responsibility to confirm that an order was accepted and paid for. Card Grading Australia is not responsible for any delays or failures to ship in the event that a payment has not been received.

In the event that goods and/or services are not paid for, Card Grading Australia will attempt to contact you for a period of six (6) months from receipt of your goods. Your unclaimed and unpaid for goods may then be sold by Card Grading Australia to any third party at Card Grading Australia's discretion, to cover any or all associated costs incurred by Card Grading Australia.

Shipping

When shipping goods to you, we will use the address supplied to us on your most recent submission form. Please update this address as necessary. If the address is changed and we haven't been notified, we will not be liable for any failure to complete an order or complete a shipment of goods. In the event that the address is not correct or the shipment cannot be made to that address, the goods will be returned to Card Grading Australia and you may still be responsible for the multiple shipping costs.

Use of Website Content

All materials provided on the website, including but not limited to, source code, website development information, technical specifications, information, documents, products, logos, graphics, sounds, images, compilations, videos, photographs, content and services, are provided either by Card Grading Australia or by respective third party hosts, authors, developers or vendors ("Third Party Providers") and are the copyrighted works of Card Grading Australia and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of Card Grading Australia and/or a Third-Party Provider.

Any unauthorized use of any materials contained on the website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws.

We reserve the right to change, suspend, or discontinue all or any aspect of this website at any time without notice.

Third Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Intellectual Property

Card Grading Australia's intellectual property shall mean all patents, copyrights, trade secrets, trademarks, inventions, ideas, processes, other intellectual property rights, including but not limited to, images, photographs, software, applications, algorithms and/or source code, created, used, developed or owned by Card Grading Australia before or after the effective date of these terms and conditions, or any modifications, derivatives or improvements thereof, or any content or intellectual property rights that are otherwise provided by or created by Card Grading Australia.

Waiver and Amendment

Changes or modifications to these Terms may not be made orally, but only by a dated, written amendment or revision signed by both parties. Any terms or conditions varying from this Agreement on any order, invoice or other notification from either party are not binding upon the other party unless specifically called to the attention of the receiving party as a change, amendment or modification and specifically accepted in writing by the party against whom enforcement is sought. A delay or omission by either party to exercise any right or power or to enforce any provision under this agreement will not be construed to be a waiver thereof. No waiver of any breach of any provision of this agreement shall be effective unless evidenced by a dated written instrument executed by the party against whom enforcement is sought. No waiver of any breach of any provision of this agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof or thereof.

Obligations

Card Grading Australia's obligations regarding identification and other information concerning your personal information shall be governed by the terms of the Privacy Policy available at <https://www.cardgradingaustralia.com/privacy>. The terms of the Privacy Policy are expressly incorporated herein as though set forth in full.

Representations and Warranties

Each party represents and warrants that it has the power and authority to enter into these Terms. Card Grading Australia warrants that it will provide the website in a manner consistent with its business practices, as Card Grading Australia, in its sole and absolute discretion, deems fit. To the extent that you represent an entity of any type or any individual besides yourself, you represent and warrant that you have the proper authority to enter into these Terms on their behalf.

Terms and termination

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your submission and/or use of the site for any reason, you are prohibited from registering interest and creating a new submission or using the site under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your submission and/or use of our website, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of NEW SOUTH WALES applicable to agreements made and to be entirely performed within the Commonwealth of AUSTRALIA, without regard to its conflict of law principles.

Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Your submissions; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Electronic Communications, Transactions and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Miscellaneous

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Card Grading Australia

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